



2017

Customer Care Policy Manual

for Residential and General
Power Customers

Notice of Revision

This Customer Care Policy Manual supersedes and revokes all prior versions of the Memphis Light, Gas and Water Credit Policies, memos, bulletins or procedures on any subjects listed herein that have been issued prior to the date occurring below.

This **revised** Customer Care Policy is effective January 1, 2017

Preface

This Customer Care Policy Manual contains credit, collection and billing policies that are now in effect.

The purpose of this document is to establish consistent and equitable policies governing the establishment of utility service, eligibility for service, credit, deposits, billing, payments, dispute resolution, unauthorized utility usage, special programs, termination of service and customer rights for all Memphis Light, Gas and Water Division customers. The responsibilities of MLGW, MLGW employees and customers are outlined herein. It is the expectation that all parties will demonstrate good faith in all transactions and disputes.

The policies are applied without regard to race, color, creed, gender, national origin or marital status.

The policies contained in this manual have been developed in a manner consistent with directives provided by the MLGW Board of Commissioners as contained in the Customer Bill of Rights dated January 1, 2017 as amended.

With the exception of the President/CEO, or his designee, no officer, agent or employee of MLGW has the authority to waive the provisions of the Customer Care Policy Manual unless specifically authorized to do so by the Board of Commissioners of the Memphis Light, Gas and Water Division. Any deviations or exceptions made by the President/CEO shall be presented to the Board of Commissioners for review within 30 days. The Board may delegate this authority from time to time as necessary. The Board may revise this manual at any time and may modify or suspend any portion of it temporarily or permanently.

The policies contained in this document are subject to an annual review and may be amended from time to time as necessary.

This document supersedes all previous Customer Care Policies.

Note: Issues regarding the construction of utility services are governed by the MLGW Electric, Gas and Water Service Policy.

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Customer Bill of Rights

January 1, 2017

WHEREAS, MLGW has the responsibility to safely and efficiently deliver reliable utility service to the residents, businesses and organizations within the **MLGW** service area including: acquiring and distributing the electricity, gas and water used by the **Customers**; accurately metering the use of these services; issuing timely bills for these and other services; and collecting payment from **Customers** for these services. **MLGW** will design business practices to address **Customer** needs while maintaining a balance that promotes standard business requirements. The overriding intent of the Customer Bill of Rights is to serve, protect and safeguard the interest of all **MLGW Customers** and to always do what is in the best interest of all **Customers** as a whole.

WHEREAS, MLGW in providing utility services to its **Customers** has the following responsibilities:

- Treat all **Customers** and prospective **Customers** with respect, fairness and equity.
- Protect **Customers'** identity to the extent permitted by law.
- Provide accurate and timely bills.
- Make numerous payment options available to **Customers** and allow any qualified **Customers** the opportunity to reduce account arrearages in accordance with a payment plan.
- Endeavor to conduct business in a safe and prudent manner.

WHEREAS, Customers in receiving utility services from **MLGW** have the following responsibilities:

- Provide proof of identity.
- Review utility bills and report any irregularities, questionable charges or absence of charges in a timely manner.
- Make timely payment for all utility services received and fees collected by **MLGW** for other services provided by other municipalities.
- Provide a means for **MLGW** to safely access and read its meters on a regular basis.
- Not to tamper with utility equipment or engage in unauthorized usage of utility services (**diversion**).

WHEREAS, MLGW has in place policies and procedures that enable it to meet its responsibilities and to remedy situations where either **MLGW** or **Customers** fall short of meeting their responsibilities. **MLGW** has the stewardship responsibility to discontinue

service to **Customers** who have been unable to meet their financial obligations. **MLGW** will endeavor to prevent service discontinuance by providing a variety of payment options and where possible, make every attempt to remedy situations short of service discontinuance.

NOW, THEREFORE, BE IT RESOLVED that in formulating and applying these policies and procedures, **MLGW** has adopted the following Customer Bill of Rights:

- **MLGW** will always be truthful and forthright when dealing with **Customers**.
- **MLGW** will provide services in a non-discriminatory manner and all similarly situated **Customers** will be treated the same and receive the same service options.
- The decision to extend credit to **Customers** will be based on risk and consideration will be given to both the needs of the **Customer** and the business requirements of **MLGW**.
- Fees or charges may be waived under the appropriate circumstances with proper approval and where not prohibited by law or existing contract.
- Disputes will be settled in a timely and consistent manner. After a procedural review, a **Customer's** account will receive the proper adjustment or a letter indicating why no adjustment is warranted.
- **MLGW** will not disconnect service for a **Residential Customer** for non-payment, utility tampering or **diversion** during periods of life-threatening temperature extremes unless there is a potentially hazardous condition associated with the service.
- The above Customer Bill of Rights will be subject to annual review. All policies governed by these rights will be made available to all **Customers**.

Section 100.00 Conditions of Service

Policy:

MLGW will supply electric, gas and water utility services to residents, businesses and organizations with premises in Shelby County.

Rules:

By accepting utility service from **MLGW, Applicant:**

- 1) Agrees to comply with all **MLGW** rates, rules, regulations and policies that exist at the time service is initiated. **Customers'** obligations upon acceptance of service from **MLGW** are subject to any future amendments or modifications to the rates, rules, regulations and policies.
- 2) Further agrees to pay all expenses including reasonable attorneys' fees associated with the collection of any unpaid amounts for utility service received from **MLGW**.
- 3) Premises must meet all requirements of applicable construction and/or housing codes within the service area jurisdiction.
- 4) Must provide acceptable forms of identification as specified in the Identification Section of (Section 102.00, p. 4) and any documents required to support application for utility service.
- 5) Must satisfy any previous debt if applicable. If a **Guarantor** executes a Guarantee of Debt (see MLGW 2017 Customer Care Information and Process Guide Exhibit M, p. 40), the **Guarantor** will be liable for all debts incurred by the **Customer of Record** as set forth in the terms within the Guarantee of Debt. **Customer of Record** will also remain liable to **MLGW** on said debts. Recession of the Guarantee of Debt by the **Guarantor** may result in the disconnection of the **Customer's** utility services. **Guarantor** must be an **A-Rated Customer**. **Guarantors** are limited to **Residential** accounts only.
- 6) May be required to pay a security deposit as specified in the **Deposit** sections of this policy (Sections 106.00 Residential, p. 8 and 106.10 General Power, p. 9).
- 7) Is required to complete and sign a **Residential Service Agreement** or a **General Power Service Agreement** and any other required service agreements. **MLGW** reserves the right to require updated service agreements.
- 8) Agrees that by providing **MLGW** with their telephone number(s) and other contact information, they agree that **MLGW** or agents for **MLGW** may contact them. This may occur by an automatic telephone dialing system that leaves a prerecorded message.

Exceptions:

MLGW:

- 1) Will not provide utility services for any reason set forth in the **MLGW Electric, Gas and Water Service Policy**.
- 2) Will not provide utility services for any of the following (but not limited to) reasons: unpaid/unresolved deposit requirement, unpaid past-due bills, unpaid **diversion** fees, safety concerns.

- 3) Will not provide utility services based on any other reasonable factors it deems necessary.

Section 101.00 Conditional Service – Residential and General Power Customers

Policy:

Customers will be granted **conditional utility services** if they cannot immediately satisfy the identification requirements (see Section 102.00, p. 4) and/or have not submitted a complete **Residential Service Agreement (RSA)** or **General Power Service Agreement (GPSA)**.

Rules:

- 1) **Customers** can request conditional utility services in person, by telephone or online.
- 2) **Customers** requesting conditional utility service will be provided with an **RSA** or **GPSA** (see MLGW 2017 Customer Care Information and Process Guide Exhibits F, G, H and I, pp. 29 - 36) and are required to return the agreement along with proper identification within 30 business days.
- 3) If **Customer** submits a factually accurate, but incomplete **RSA** or **GPSA**, **MLGW** may grant up to an additional 15 business days to complete the **RSA** or **GPSA** and provide proper identification.
- 4) **MLGW** reserves the right to refuse or disconnect service for **Customers** who have not resolved their security deposit requirements or do not have a fully executed **RSA** or a **GPSA** on file.
- 5) Upon completion of the identification process, submission and verification of a completed **RSA** or **GPSA**, the **Customer** will attain a permanent credit status. **MLGW** will then provide verification of credit to appropriate third-party requestors.

Section 102.00 Identification

Policy:

MLGW will request identification and other supporting documentation for all **Applicants** applying for utility services.

Rules:

- 1) **Residential Customers** applying for **Residential Power Service** and general partnerships or sole proprietorships applying for **General Power Service**, must provide two (2) of the following forms of identification with one (1) form of identification showing a discernible photo of the applicant. Acceptable forms of identification as follows:
 - a. State issued: driver's license, Tennessee Drivers Certificate, hunting license, fishing license, gun permit, gun license, child support debit card or official state identification card
 - b. U.S. Government issued: Social Security card, passport, passport card, visa, alien registration card, IRS individual taxpayer identification number card,

- Medicaid or Medicare identification cards, military identification card or military discharge papers
 - c. Other: certified copy of birth certificate, voter's registration card, Electronic Benefits Transfer card (EBT card), library card, employer identification card or consular ID card
- 2) Corporations, limited partnerships, limited liability partnerships or limited liability companies applying for **General Power Service**, must provide the following forms of identification:
 - a. Certificate of Existence/Authorization from the Tennessee Secretary of State (if this information is not available from the Tennessee Secretary of State website) with the exception of **Customers** who can demonstrate they obtained possession of the property after they foreclosed on said property
 - b. Proof of Employer Identification number
- 3) General partnerships and sole proprietorships must provide proof of principal place of business, local office or other physical location. They must also provide Proof of Employer Identification number or a Social Security number for each owner of the business.

Exceptions:

- 1) The following exceptions apply to **Residential Customers** applying for **Residential Power Service** and general partnerships or sole proprietorships applying for **General Power Service**:
 - a. Tennessee residents 60 years of age or older who have elected to obtain a Tennessee driver's license without a photo may present this license in lieu of photo identification.
 - b. If applicant does not have photo identification, **MLGW** may accept two of the forms of acceptable identification if approved by a Supervisor.
 - c. **MLGW** will only accept identification that is not listed under acceptable forms of identification if it is approved by the Manager, Customer Relations.
- 2) If a prospective or current **Customer** communicates that they possess, but do not have with them the requisite identification, they will be required to bring the identification to a subsequent visit to a community office unless they qualify for **Conditional Service** (see Section 101.00, p. 4). If **Customer** qualifies for **Conditional Service**, their identification must be presented with a completed **RSA** or **GPSA**.

Section 103.00 Agents for Residential Service Customers, General Power Service Customers and Builder Service Customers

Policy:

MLGW allows **Applicants** for **Residential Service, General Power Service and Builder Services** the capability of making application for services through a **designated agent**.

Rules:

- 1) In order to apply for service on another person's behalf, the following documentation is required:
 - a. Completion of a Designated Agent Form by the Customer of Record (see MLGW 2017 Customer Care Information and Process Guide Exhibits K and L, pp. 38 and 39)
 - b. Identification from the Applicant as defined in Section 102.00, p. 4
 - c. Identification from the designated agent as defined in Section 102.00, p. 4
- 2) It is the responsibility of the **Customer** to notify **MLGW** regarding the termination of a **designated agent**.

Section 104.00 Credit

Policy:

MLGW will assign the following **Customer** credit classifications based on a credit assessment and previous **MLGW** payment history: **A-Rated Customer**, **B-Rated Customer** and **C-Rated Customer**.

Rules:

- 1) A **Customer** who has **good credit history** for the last 12 months and terminates utility service may reapply for service within 12 months and retain their **MLGW good credit history**.
- 2) **Applicants** or **Customers** who are sole proprietors or are general partnerships may utilize **good credit history** established by the sole proprietor general partnership or one of the partners to establish **Residential Service**.

Credit Classifications:

A-Rated Customer

A **New Customer** with a sufficient credit assessment to waive a deposit or a **Customer** who has established credit with:

- a. No delinquent service orders for non-payment completed and/or reconnection during the previous 24-month period
- b. No more than one (1) returned check, stopped payment or credit payment reversal within the last 12 months
- c. No utility tampering, **diversions** or identity theft in the previous 72 months
- d. No bad debt (subject to collection agency assignment) with **MLGW** within the last 72 months where no payments were made

B-Rated Customer

A **Customer** who has less than 24 months of service and if any of the following conditions exist is required to pay a deposit:

- a. Does not meet a predetermined credit assessment
- b. Any service orders completed for non-payment cutoff and/or reconnection during the previous 24-month period
- c. More than one (1) returned check, stopped payment or credit payment reversal within the last 12 months
- d. Received benefit of utility tampering, **diversion** or identity theft in the previous 72 months
- e. Bad debt (subject to collection agency assignment) with **MLGW** within the last 72 months where no payments were made

C-Rated Customer (Condominium, Townhouse or Apartment Complex Owners)

An existing **Customer** assigned a master meter or a former **Customer** previously assigned a master meter is required to pay a deposit if one or more service orders are/were completed for non-payment or reconnection of services during the previous 24-month period. Previous 24-month period prior to service termination applies to former **Customers**.

Section 105.00 Builder Applicants

Policy:

A **Customer** is designated a **Builder** upon requesting service work from **MLGW**. The **Builder** is responsible for all metered service charges. Utility service shall be established in the **Builder's** name during the construction phase.

Rules:

- 1) **MLGW** construction costs must be paid in full prior to the installation of electric, gas and water services

Exceptions:

- 1) **Builder** obtains **MLGW** approval to have the construction costs charged to the **Builder's** account. In order to charge the construction costs to a **Builder's** account, the **Builder** must meet the following requirements:
 - a. Submit a **MLGW** Builder Charge Application form (see MLGW 2017 Customer Care Information and Process Guide Exhibit N, p. 41) subject to **MLGW** Credit Department approval
 - b. 24 consecutive months of **good credit history** on all accounts associated with the application
 - c. Minimum of 12 consecutive months as a licensed contractor in the state of Tennessee

Section 106.00 Deposits – Residential Customers

Policy:

MLGW will require a **Residential Customer** to pay a security deposit based on a credit assessment, payment history and whether or not the **Customer** has previously benefited from utility tampering or **diversion** as described in the **Credit** section of this policy (Section 104.00, p. 6). Refer to the Residential Deposit Billing Chart (Exhibit A, p. 31 and 32) for any situation that affects deposit billing.

Rules:

- 1) **MLGW** will require a **Residential Customer** to pay a security deposit if any of the following conditions exist:
 - a. **Residential Customer** does not meet the baseline score determined by a credit assessment
 - b. **Residential Customer** has filed bankruptcy within the last 72 months, has a delinquent balance on a utility account or has had service disconnected for non-payment
 - c. **Residential Customer** has previously benefited from utility tampering or **diversion**
- 2) A **B-Rated Residential Customer** will be required to pay a \$200 minimum deposit. **Residential Service Applicants** may elect to have the deposit billed and due on their next utility bill. A **Customer** who is required to pay the \$200 minimum deposit may elect to pay their deposit in eight (8) payments of \$25 beginning with the first month of billed service. If **Residential Customer** selects the eight (8)-month installment option, and there is a service disconnection for non-payment, **Residential Customer** will be required to pay the full or remaining balance of the minimum deposit prior to service reconnection.
- 3) A **Residential Customer** who benefited from utility tampering or **diversion** within the last 72 months or is responsible for a delinquent bill that was written off as bad debt within the last 72 months will be required to pay a \$400 deposit prior to the granting of service. A **Customer** who is required to pay the \$400 deposit due to a delinquent bill that was written off as bad debt may elect to pay \$100 due immediately and the remaining \$300 balance over the next three (3) months. A **Customer** who benefited from utility tampering or **diversion** will be required to pay a \$400 deposit prior to the granting of service.
- 4) **MLGW** reserves the right to reassess and adjust the deposit amount as the **Residential Customer's** level of credit risk increases (example: upon service reconnection after disconnection due to failure to pay). **Customer** may be required to pay a new security deposit or an additional security deposit (see Residential Deposit Billing Chart Exhibit A, p. 31 and 32).
 - a. A minimum deposit is billed after the first generated reconnect for a non-payment service order for **Customers** who have less than a \$200 deposit on their account and less than 24 months of active service. An additional \$50 deposit will be

assessed after the second generated reconnect for a non-payment service order up to a maximum deposit of \$350.

- b. **Customers** with more than 24 months of continuous service will be assessed an additional \$50 deposit after a second generated reconnect for a non-payment service order up to a maximum deposit of \$350.
- 5) **Residential Customers** who request separately metered services for barns, electric gates, etc. will be assessed a minimum **General Power** deposit. This deposit may be credited provided the meter is on the same premises with the **Residential** meters.
- 6) **MLGW** does not pay interest on **Customer** deposits.

Exceptions:

MLGW will not require a **Residential Customer** to pay a security deposit if:

- 1) All of the following criteria are met: head of household, utility account is in the **Customer's** name, at least 60 years of age or currently receiving disability benefits from the Social Security administration (must provide documentation showing receipt of benefits within the last 30 days) and no bad debt or **diversion** fees within the previous 72 months.
- 2) A letter of reference is mailed directly to **MLGW** from another electric and/or gas utility where **Customer** received service for twelve (12) consecutive months. Acceptable letter of reference must be on the other utility's letterhead, with the applicant's name and should include information that the **Customer** was in good standing for at least twelve (12) months. This option does not apply if the **Customer** has an outstanding debt with **MLGW** or **diversion** fees.
- 3) **Customer** has exhibited a **good credit history** for the last 24 months and then terminates service. **Customer** retains their **MLGW** credit history and may not be required to pay a deposit if services are reconnected in the same name within 12 months after disconnection.
- 4) **Customers** who have a deposit on one account with 24 months of **good credit history** and request an additional account in the same name will not be required to pay the current minimum deposit amount. When requesting an additional account, the bill must be mailed to the retaining address for a minimum of two months. **Customers** with a waived deposit can only have one additional active account without a monetary security deposit until 24 months of **good credit history** has been established.

Section 106.10 Deposits – General Power Customers

Policy:

MLGW may require a **General Power Service Customer** to pay a security deposit based on a credit assessment, payment history and whether or not the **Customer** has previously benefited from utility tampering or **diversion** as described in the Credit section of this policy (Section 104.00, p. 6). Refer to the General Power Deposit Billing Chart Exhibit B, p. 33 for any situation that affects deposit billing.

Rules:

- 1) **General Power Service Applicants** or existing **General Power Service Customers** will be required to pay a deposit. The total deposit will be billed on the first utility bill or set up to a maximum of five monthly installment payments depending on the amount of the deposit (see Rule 2 this section). The deposit is equal to two and one-half times the second highest usage for each metered service at the current rate based on the previous 12 months (or most recent 12 months of usage) or a minimum deposit of \$355. This formula only applies if the business plans to function in a similar manner as the previous occupant. If the business plans to function in a different manner from the previous occupant, a **MLGW** Representative will perform an assessment of the premises to determine the appropriate deposit amount. This deposit calculation will exclude the purchased gas adjustment (**PGA**) and flat fees. If a billed deposit is disputed and the prior service history is not relevant, a **MLGW** Representative will perform an assessment to verify the deposit amount. Should the deposit remain in dispute, the **General Power Service Customer** can request a review of the deposit amount after 12 months of service history. This section does not apply to accounts using the estimated annual revenue (**EAR**) calculation (for new construction) as well as industrial and real-time pricing accounts.
- 2) For **General Power Service Applicants** or **General Power Service Customers** with a deposit amount less than \$500, the total deposit amount will be billed on the first utility bill. For deposit amounts ranging from \$500 to \$1,000, 25% must be paid prior to the granting of service and the remaining 75% can be set up to be paid as three monthly installments. For deposits greater than \$1,000, 25% must be paid prior to the granting of service and the remaining 75% can be set up to be paid as five monthly installments. Any arrangement outside of these requirements must be approved by the appropriate **MLGW** area Manager.
- 3) **MLGW** reserves the right to reassess and adjust the deposit amount at the request of the **Applicant, Customer** or **MLGW** based on the **General Power Applicant's** or **General Power Customer's** level of credit risk and/or usage (see General Power Deposit Billing Chart Exhibit B, p. 33 for situations that affect deposit billing).
 - a. **General Service** accounts will be reviewed after a non-payment service order is completed to determine if a deposit or an additional deposit is required. This review will only encompass the last 48 months. If a deposit or additional deposit is assessed, it will be billed on the **Customer's** next utility bill.
 - b. A **Customer's** credit history (**Residential** and/or **General Power**), if **negative** on any account will require a deposit. Any arrangement outside of this requirement must be approved by the Vice President of the Customer Care Division.
- 4) If additional utility meters are turned on at the same premises, the account will be reviewed and an additional deposit may be billed.
- 5) If ownership of a business changes, the new owner will be required to establish **General Power Service** with **MLGW** and may be required to pay a deposit.

- 6) New construction **Applicants** for **General Power Service** will be required to pay a deposit equal to two and one-half times the amount that represents 1/12 of the estimated annual revenue (**EAR**).
- 7) All existing condominium, townhouse or apartment complex owners who met the definition of a **C-Rated Customer** on July 1, 2014 will be required to pay a deposit or provide a bond equal to the equivalent of six months of service upon the completion of a cutoff-order for non-payment after the initial service connection.
- 8) For condominium, townhouse or apartment complexes with at least 12 months of service, the deposit amount will be based on an average history of usage. For complexes with less than 12 months of service, the deposit amount will be based on the estimated usage per unit. This deposit calculation will exclude the purchased gas adjustment (**PGA**) and flat fees. If a billed deposit is disputed, a **MLGW** Key Representative will perform an assessment to verify the deposit amount. Should the deposit remain in dispute, the **Customer** can request a review of the deposit amount after 12 months of service history. Any **Customer** required to pay this deposit may elect to have it billed over a 12-month period.
- 9) **MLGW** reserves the right to refuse or disconnect service for **General Power Customers** who have not resolved their security deposit requirements or do not have a fully executed **General Power Services Agreement (GPSA)** on file.
- 10) **MLGW** must be notified when the business of a **General Service Customer** is transferred to a new business entity including when the business owner expires, sale of business, mergers, etc.
- 11) **MLGW** does not pay interest on **Customer** deposits.

Exceptions:

MLGW will not require a **General Power Customer** to pay a security deposit if:

- 1) **Customer** has exhibited a **good credit history** for the last 24 months and then terminates service. **Customer** retains their **MLGW** credit history and may not be required to pay a deposit if services are reconnected in the same name within 12 months after disconnection.
- 2) **Customer** provides one of the following options in lieu of their monetary deposit:
 - a. Irrevocable bank letter of credit approved by **MLGW**
 - b. Certificate of deposit
 - c. Surety bond
 - d. External credit bureau scoring pursuant to procedures and standards adopted by the Customer Care department
 - e. Letter of reference mailed directly to **MLGW** Credit Operations from another electric and/or gas supplier where **Customer** received service for 24 months of service. Acceptable letter of reference must be on the other utility's letterhead, in the same business name with the same owner and organizational structure and should include the **Customer** had a good-pay credit history within the last 12 consecutive months. This option does not apply if the **Customer** has an outstanding debt with **MLGW** or **diversion** fees.

- 3) **General Power Customers**, who have 24 consecutive months of good **MLGW** credit history on all of their accounts and request an additional account in the same name and/or owner, will not be required to pay a deposit.
- 4) **General Power Customers** who are corporations, limited partnerships, limited liability companies or other business entities may utilize **good credit history** established by the corporation, limited partnership, limited liability company, limited liability partnership or other limited liability business entities on previous or commercial accounts. These entities may not rely on **good credit histories** established by their owners, directors, officers, members or shareholders.

Section 107.00 Billing

Policy:

MLGW will provide **Customers** with a monthly utility bill. The utility bill includes an itemized statement of charges billed by **MLGW** and other entities. Information includes total amount due, late fees (if applicable), due date, number of days billed, average utility cost per day, average temperature, historical consumption, billing cycle, next meter reading date, contact information and payment options.

Rules:

- 1) **MLGW** will base monthly utility bills on an actual meter reading (when possible).
- 2) **MLGW** will **back bill** a **Customer** if it is discovered that utility service was previously unbilled or under billed. **MLGW** will issue a corrected bill and notify the **Customer** in writing of the **back-billing** adjustment. **Back-billing** will be governed by prevailing federal, state and local laws. **MLGW** may offer the **Customer** a payment arrangement for the period during which the excess amount accrued, but not to exceed 72 months. Any exceptions to this require Supervisor approval.
- 3) If **MLGW** has to delay billing by more than five (5) days, **MLGW** may send the **Customer** correspondence stating that the **Customer's** billing has been delayed to ensure consumption accuracy. The **Customer** will be given a new net due date when the corrected bill is rendered.
- 4) If **MLGW** disconnects service at the pole or the weather head due to meter inaccessibility, the **Customer** will be responsible for any charges incurred by **MLGW**.
- 5) In situations where **MLGW** has failed to perform a work task to standard and caused the **Customer** to incur additional **MLGW** expenses/costs, **MLGW** will thoroughly investigate and apply an adjustment to the additional **MLGW** expenses/costs if warranted.

Exceptions:

- 1) **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.

Section 108.00 Payment

Policy:

Utility bill payments are due by the due date printed on the monthly bill. This policy section does not interfere with MLGW's ability to disconnect service for non-payment of a bill.

Rules:

- 1) **MLGW** will consider a **Customer's** utility bill past due when the bill is paid after the printed due date on the bill.
- 2) If a utility bill is not paid by the due date, **MLGW** will assess applicable late fees and proceed with the subsequent disconnection process if necessary.
- 3) **Residential** accounts will be assessed a 5% late fee for electric, gas and water services excluding tax on the remaining balance of amounts previously past due for utility services on the 13th business day after the due date printed on the utility bill. In no event will the late fee charge exceed the amount approved by law.
- 4) **General Power** accounts are assessed a 5% late fee for gas and water service excluding tax on the remaining balance amounts previously past due for utility services on the 13th business day after the due date printed on the utility bill. In no event will the late fee charge exceed the amount approved by law.
- 5) **General Power** accounts are assessed a late fee for the electric portion of their bill; 5% on the first \$250, plus 1% on the remaining portion of the bill exceeding \$250 on the 13th business day after the due date printed on the utility bill. There shall be an additional 1% penalty added to any amount remaining unpaid 30 days after the delinquent date of the bill. An additional 1% will be added at the end of each successive 30-day period until the amount is paid in full. In no event will the late fee charge exceed the amount approved by law.
- 6) **MLGW** will assess a late fee on the first final bill if not paid by the due date. In no event will the late fee charge exceed the amount approved by law.
- 7) Payments received on the delinquency disconnect date may not be presented in sufficient time to cancel the scheduled disconnect or to prevent the assessment of applicable fees.
- 8) **Customers** who have two check payments returned within a 12-month period will only be able to make a payment by cash, money order, cashier's check, approved check, gift card, credit card, debit card or certified check. **Customers** under this condition within the last 12 months will be considered a **B-Rated Customer**.
- 9) **Customers** who have two credit or debit card charge backs or a combination of either within a 12-month period will not be allowed to make payments by credit or debit card. **Customers** under this condition within the last 12 months will be considered a **B-Rated Customer**.

- 10) **Customers** who have one of the following within a 24-month period are placed on a “cash only” basis:
 - a. Fraudulent credit card payment
 - b. Fraudulent debit card payment
 - c. Fraudulent check payment
- 11) **Customers** who have any of the above conditions within the last 24-month period are considered a **B-Rated Customer**.

Exceptions:

- 1) **MLGW** provides **Customers** with the following delayed payment options to avoid the disconnection of utility services: **Payment Arrangement, Extended Due Date Payment, Second Payment Arrangement** and **Deferred Payment Plan (DEFB)**.

Section 108.10 Payment Arrangement

Customer eligibility requirements and conditions for a **Payment Arrangement**:

- a. **Payment Arrangements** will only be granted to the **Customer of Record**, the spouse listed on the account, Co-Applicant or a **Customer’s Authorized Representative**.
- b. Balances greater than or equal to \$200 and less than \$400 can be extended eight (8) days past the due date on the cutoff notice without a payment.
- c. Balances greater than or equal to \$400 can be set up for a two-part payment arrangement. 25% of the cutoff notice amount must be paid within four (4) days after the due date on the cutoff notice and the balance (75%) of the cutoff notice amount must be paid within eight (8) days after the due date on the cutoff notice.
- d. Financial arrangements from outside agencies (Community Service Agency, MIFA, etc.) can be considered as part of the 25% requirement. If required by state or federal law, such payment will only be applied to the gas and electric delinquent balance if the amount is sufficient to stop a pending disconnection. Once an outside agency has agreed to pay all or a portion of a **Customer’s** bill and this agreement has been appropriately documented, **MLGW** staff will consider the promise to pay sufficient in determining the remaining balance of what the **Customer** must pay.
- e. If any payment is returned due to insufficient funds and remains unpaid, the returned payment amount plus 25% of the cutoff notice amount must be paid before a **Payment Arrangement** will be granted.
- f. If a **Customer’s Payment Arrangement** is not satisfied and their account balance exceeds the **minimum balance threshold**, their utility service will be subject to disconnection two (2) days after the extended due date.
- g. For accounts that have been disconnected for non-payment, **Customers** must pay the account to the reconnect **minimum balance threshold** plus any returned items and/or tampering fees in full prior to the reconnection of services. Arrangements outside of the Reconnection Policy (Section 114.00, p. 22) require Supervisor approval.

- h. **Customers** are eligible for **Payment Arrangements** while participating in a **Deferred Payment Plan (DEFB)**.
- i. **Customers** who have benefited from utility tampering or **diversion** (see Section 110.00, p. 19) are eligible for a **Payment Arrangement** six (6) months after the **diversion** credit history code is assessed and the **Customer** must have an updated/approved **RSA** or **GPSA** on file.
- j. Any further exceptions to **Payment Arrangements** outside of these **Customer** eligibility requirements and conditions must be approved by a Supervisor.

Section 108.10 Payment Arrangement- *EFFECTIVE December 30, 2017*

Customer eligibility requirements and conditions for a Payment Arrangement:

- a. Payment Arrangements will only be granted to the Customer of Record, the spouse listed on the account, Co-Applicant or a Customer's Authorized Representative.
- b. Customer must have an updated/approved RSA or GPSA on file before receiving a Payment Arrangement.
- c. **Balances greater than \$200 and less than \$400 can be extended eight (8) days past the due date of the cutoff notice without a payment.**
- d. **Balances greater than or equal to \$400 can be extended 12 days past the due date of the cutoff notice and will require a payment equal to or greater than 25% of the cutoff notice amount. The required minimum 25% payment must post to the customer's account within four (4) days after the due date of the cutoff notice to avoid disconnection of services.**
- e. If a Customer's Payment Arrangement is not satisfied and their account balance exceeds the minimum balance threshold, their utility services will be subject to disconnection.
- f. Customers are eligible for Payment Arrangements while participating in a Deferred Payment Plan (DEFB).
- g. Financial arrangements from outside agencies (Community Service Agency, MIFA, etc.) can be considered as part of the 25% requirement. If required by state or federal law, such payment will only be applied to the gas and electric delinquent balance if the amount is sufficient to stop a pending disconnection. Once an outside agency has agreed to pay all or a portion of a Customer's bill and this agreement has been appropriately documented, MLGW staff will consider the promise to pay sufficient in determining the remaining balance of what the Customer must pay.
- h. If any payment is returned due to insufficient funds and remains unpaid, the returned payment amount plus 25% of the cutoff notice amount must be paid before a Payment Arrangement will be granted.

- i. For accounts that have been disconnected for non-payment, Customers must pay the account to the reconnect **minimum balance threshold** plus any returned items and/or tampering fees in full prior to the reconnection of services. Arrangements outside of the Reconnection Policy (Section 114.00, p. 22) require Supervisor approval.
- j. Customers who have benefited from utility tampering or diversion (see Section 110.00, p. 19) are eligible for a Payment Arrangement six (6) months after the diversion credit history code is assessed.
- k. Any further exceptions to **Payment Arrangements** outside of these **Customer** eligibility requirements and conditions must be approved by a Supervisor.

Section 108.20 Extended Due Date Payment

Customer may request the **Extended Due Date Payment** option. Under this option, **Customer's** payment due date is extended to the all-service cutoff preparation date.

Section 108.30 Second Payment Arrangement

Customers may request a **Second Payment Arrangement** on the same cutoff notice as their initial **Payment Arrangement**. **Customer** must pay 50% of the remaining balance on the initial **Payment Arrangement**. The resulting balance is then extended until two days before the due date of the **Customer's** next month's bill.

Residential Customers or **General Power Service Customers** who request a **Second Payment Arrangement** without a payment will require Supervisor approval and must meet and be able to provide documented and valid proof for one of the following (but not limited to) temporary financial **hardship** conditions:

- a. Death of immediate family – of the **Customer's** spouse, parents (in-laws and stepparents), siblings (brother, sister, stepsiblings) and children or stepchildren occurred within 60 days prior to the request. **Customer** must provide the following documentation as proof: obituary, death certificate or online identification.
- b. Hospitalization – of the **Customer**, **Customer's** spouse or dependents (children) within the past 60 days prior to the request. **Customer** must provide the following documentation as proof: hospital discharge papers or doctor's statement on physician's letterhead.
- c. Unforeseen weather events – conditions occurred within the past 60 days prior to the request such as fires, severe ice storms, wind damage, etc. that impose a financial **hardship** for major repairs. **Customer** must provide the following documentation as proof: valid repair receipts.
- d. Vandalism – occurred within 60 days prior to the request. **Customer** must provide the following documentation as proof: official police report or valid repair receipt.

The following temporary financial **hardship** conditions also apply to **Residential Customers** only (documented and valid proof must be provided):

- a. Job Loss – within the past six (6) months. **Customer** must provide the following documentation as proof: employment separation letter or unemployment papers.
- b. Divorce or legal separation – within 60 days prior to the request. **Customer** must provide the following documentation as proof: final divorce decree or legal separation papers.

General Power Customers requesting a **Second Payment Arrangement** that includes a deposit will be required to pay the past-due bill for metered usage.

Section 108.40 Deferred Payment Plan (DEFB) – Residential and General Power Service Customers

Customer eligibility requirements and conditions for a **Deferred Payment Plan**:

- a. **Deferred Payment Plans** will only be granted to the **Customer of Record**, the spouse listed on the account, **Co-Applicant** or a **Customer's Authorized Representative**.
- b. **Customer** must have an updated/approved **RSA** or **GPSA** on file before receiving a **Deferred Payment Plan**.
- c. **Customers** who are actively enrolled in OnTrack, Budget Billing or NetPay programs are not eligible for a **Deferred Payment Plan (DEFB)**. Additionally, **Customers** who are currently on a **Deferred Payment Plan (DEFB)** are not eligible for another **DEFB** at the same time.
- d. **Residential Customers** eligibility also subject to reason for the outstanding indebtedness; and other relevant factors relating to the circumstances of the **Customer** or metered services (ex. transfer in, moratorium, faulty equipment, water leak, OnTrack and Budget Billing)
- e. **General Power Customer's** eligibility also subject to consideration if the **Customer** has an unpaid balance from an additional account transferred into an active account above \$500.
- f. **Customer** must have a past-due balance of \$500 or more.
- g. Any amount over \$500 can be set up to be paid over five months.
- h. Large balances greater than \$2,999 transferred from another account may be eligible for a **DEFB Plan** to be paid up to 12 months.
- i. **Customer** must pay a minimum of 25% of the total amount due at the time of entering into the agreement of the **Deferred Payment Plan**. The remaining balance (75%) of the total amount due will then be set up in installment payments over a five (5) month period.

- j. The following approvals are required (a one-day extension to obtain approvals is permitted at all levels):
- | | |
|------------------------|---|
| • \$1 – \$799.99 | Service Advisor/Credit Counselor |
| • \$800 - \$1,999.99 | Section Supervisor |
| • \$2,000 - \$3,999.99 | Supervisor |
| • \$4,000 - \$9,999 | Assistant Manager/Manager – Customer Care |
| • \$10,000 and above | Vice President – Customer Care |
- k. **Customer** is required to pay **Deferred Payment Plan** according to the specified terms. **Customer** will pay all future bills for utility service in addition to the **DEFB** installment amount by the due date on the utility bill until the final **DEFB** payment is completed.
- l. If **Customer** fails to pay their current utility bill including the **DEFB** installment amount, their utility service will be subject to disconnection. If utility service is disconnected, the **Customer** must pay their account to the **minimum balance threshold** before service reconnection. The **Deferred Payment Plan** will be forfeited and the **DEFB** balance will be due on the following month's utility bill.
- m. If any payment is returned due to insufficient funds, the returned payment amount plus 25% of the total bill must be paid before a **Deferred Payment Plan will be granted**.
- n. **Customer** must pay 75% of any arrears balance derived from a dismissed bankruptcy or bad debt.
- o. If less than 25% is paid of the total bill, Supervisor approval is required based on the hardship criteria in Section 108.30, p. 16 and 17
- p. **Customers** are eligible for another **Deferred Payment Plan** after they complete final payment on their preceding **DEFB**.
- q. **Customers** are eligible for a **Deferred Payment Plan (DEFB)** while participating in a **Payment Arrangement**.

Section 109.00 Late Fee Allowance

Policy:

MLGW will waive the difference between the net amount and the gross amount of a **Residential Customer's** bill after the net date expires. A **Customer** will earn this Late Fee Allowance after three consecutive months of not incurring a late fee.

Rules:

- 1) The Late Fee Allowance will automatically be applied on the first late payment assessed.
- 2) A **Customer** may accrue no more than three (3) Late Fee Allowances.

Section 110.00 Utility Tampering or Diversion

Policy:

MLGW will bill the **Customer of Record** or anyone who benefited from utility tampering or **diversion** if it is determined tampering or a **diversion** has occurred. **Customers** are responsible for all fees associated with utility tampering or **diversions**. **MLGW** will investigate and take appropriate action regarding any reported utility tampering or **diversion** of services which may lead to criminal prosecution. If **MLGW** alleges tampering has occurred, **MLGW** will have the burden of proving, by a preponderance of evidence, that the **Customer's** meter has been tampered with and that **MLGW's** rebilling is reasonable.

Rules:

- 1) Utility tampering or **diversions** include, but are not limited to, the following:
 - a. Opening valves at the curb or meter that have been turned off by **MLGW** utility personnel
 - b. Breaking, picking or damaging cutoff locks or seals
 - c. Bypassing utility meters in any way
 - d. Removing, disabling or adjusting utility meter registers
 - e. Moving utility meter or extending service
 - f. Transferring a metering device from one location to another
 - g. Use of a metering device belonging to **MLGW** that has not been assigned to a location and installed by **MLGW**
 - h. Taking unmetered water from hydrants by anyone other than an authorized official of a recognized fire department, fire insurance company or utility for any purpose other than fighting fires, testing or the flushing of hydrants
 - i. Any intentional act of defacement, destruction or vandalism to **MLGW** property or any other act that affects the functionality of **MLGW** property
 - j. Any intentional blockage or obstruction of **MLGW** equipment
 - k. Altering, injuring or preventing the action of a meter, valve, stopcock or other instrument used for measuring or controlling quantities of electricity, gas or water
 - l. Use of a device to pick or otherwise tamper with the locks used to deter meter tampering, meter **diversion**, electric current **diversion**, gas **diversion** or water **diversion**
- 2) If **MLGW** discovers occupant utility consumption after meters are turned off and locked, the property owner or management company will be responsible for any usage and associated fees unless the property owner or management company can supply adequate proof of tenant occupancy. If property owner or management company supplies adequate proof of tenant occupancy, the responsible tenant will be held liable for usage and associated fees.
- 3) Billing for unauthorized usage and **diversion** will be calculated based on meter readings reported by **MLGW**. If the average usage and fees are not provided on the account or if information is inadequate due to no recorded usage, the billing will be based on the highest consumption month times the number of months the **diversion** occurred.

- 4) **MLGW** will hold a **Customer** responsible if the **Customer** has benefited from utility tampering or **diversion** of service up to 72 months. The **Customer** will be responsible for all service usage during the time period when the tampering/**diversion** occurred. **Customer** will also be charged for all other applicable fees. **Customer** may dispute tampering/billing charges under the provisions of the Dispute Resolution Policy (Section 112.00, p. 21).
- 5) **MLGW** adheres to bankruptcy laws when a **Customer** files and includes utility debt. **Diversion** fees are not subject to the automatic stay normally provided by a bankruptcy filing.
- 6) With the exception of utility consumption charges, **MLGW** may waive administrative fees charged as a result of tampering upon clear and convincing evidence that the customer of record or owner of property had no knowledge of the tampering activity. Such disputes will be evaluated by the responsible manager and submitted to the Vice President of Customer Care for approval. Utility consumption charges will not be waived and are the responsibility of the Customer of Record or owner of the property.
- 7) **MLGW** reserves the right to prosecute in cases of utility tampering or **diversion**.

Section 111.00 Water Leak and Sewer Adjustments

Policy:

Residential Customers may request an adjustment to their account due to a water leak or broken water pipes.

Rules:

- 1) **Residential Customers** are only eligible for one water leak and sewer adjustment in a 12-month period.
- 2) The adjustment will be applied as a credit to the **Customer's** account.
- 3) The water leak and sewer adjustment will be based on 50% of the highest excess usage over the previous 12-month billing period.
- 4) Consideration will be given to actual sewer use impact.
- 5) **Customers** with a master meter that serves **Residential** properties may request a water leak adjustment. In this incident, all three of the following conditions must be met to receive the water leak adjustment:
 - a. The water meter was estimated because of **MLGW** and not due to a meter accessibility issue on the **Customer's** part
 - b. There was evidence of a leak in the form of a visible flow of water at the property and/or corroborating CCF consumption data
 - c. Once the leak was identified, the **Customer** fixed the leak within fourteen (14) days from the time the unusual consumption was discovered

Section 112.00 Dispute Resolution

Policy:

MLGW will allow the **Customer** a process to dispute and resolve all matters pertaining to their utility account. **Customer's** utility service will not be disconnected during the Dispute Resolution hearing process. The Dispute Resolution hearing process begins when the account is referred to the Customer Relations Department. See the MLGW 2017 Customer Care Information and Process Guide Section 213.00, p. 13 for a full description of the Dispute Resolution process.

Rules:

- 1) It is incumbent upon **MLGW** to base all decisions upon a preponderance of evidence, research and supporting documentation.
- 2) The Dispute Resolution hearing and written notification of the final decision will represent the last step in the dispute resolution process and no additional appeals to any other **MLGW** employee or representative will be considered.

Section 113.00 Disconnection of Service

Policy:

MLGW will disconnect services if a **Customer** fails to abide by rates, rules, regulations and policies. **MLGW** will mail a written notice of the intent to disconnect all services for any past due amount approximately two business days after the bill's due date.

The following information will be provided on the disconnection notice: **Customer** name and mailing address, service address (if different from mailing address), account number, required payment amount and the due date to prevent service disconnection, consequences of the disconnection, address and telephone number to contact **MLGW**, business office locations and business hours, payment options, method for **Customer** to question or contest the disconnection notice, any additional data **MLGW** deems pertinent.

MLGW will disconnect any or all of a **Customer's** metered services for any one of the following reasons. **Customer**:

- a. Fails to pay the past-due amount on or before the due date on their Disconnection Notice.
- b. Does not comply with a **Payment Arrangement** or **Deferred Payment Plan**.
- c. Does not pay a security deposit as required by bankruptcy law or if a **General Service Customer** does not pay a security deposit or provide an acceptable option in lieu of the monetary deposit (Section 106.10, p. 11, Exception 2).
- d. Fails to maintain an authorized meter connection.
- e. Does not comply with requirements to complete a **General Power Service Agreement** or a **Residential Service Agreement**.

- f. Does not provide **MLGW** with proper access to verify or correct a dangerous condition.
- g. Does not comply with the current **MLGW** Service Policy.
- h. Does not comply with identification requirements (Section 102.00, p. 4).
- i. Has not provided proof of occupancy (lease or deed if required).
- j. Receives the benefit of utility tampering or **diversion** (Section 110.00, p. 19).

Refer to the Deposit Billing Charts (Exhibits A and B, pp. 31 – 33) for information to prevent a disconnection notice and an actual disconnection.

Rules:

- 1) When feasible, **MLGW** will attempt to notify an occupant of the premises that services will be disconnected. If an occupant is not available, **MLGW** will leave a written notice (door hanger). The written notice will include reconnection information and instructions.
- 2) For **Residential Customers**, **MLGW** will disconnect primary service (electric service, if applicable) prior to disconnecting other metered services based on accessibility. Water service will remain connected for a minimum period of 20 days after the first service has been disconnected.
- 3) Normally, physical disconnections begin at 8 AM each business day. Payments received on the delinquency disconnection date may not be presented in sufficient time to cancel the scheduled disconnection or prevent assessment of applicable fees.
- 4) If it is necessary to disconnect service at the utility pole or weather head, **Customer** will be responsible for any charges incurred as a result of equipment or meter inaccessibility.
- 5) If account remains inactive, any unpaid balances are subject to bad-debt write off, credit bureau notification and applicable cost of collection fees.
- 6) If one or more metered services are disconnected for any reason, such as **RSA**, **GPSA**, identification or non-payment, the **Customer** will be held responsible for all connected meters until proper notice of termination is provided to **MLGW**.

Exceptions:

- 1) **MLGW** reserves the right to review disconnection notices to determine if the disconnect order can be canceled as an exception if the **Customer** has made a good faith effort to avoid the disconnection. All exceptions will be reported to the Board of Commissioners within 35 days of the exception being granted.
- 2) **MLGW** may change the disconnection process without notice based on weather conditions, **moratoriums**, workload or any unforeseen situations. In these situations, **MLGW** may prioritize or suspend the disconnection of utility services.

Section 114.00 Reconnection of Service

Policy:

MLGW will reconnect services for **Customers** upon receipt of payment that reduces the outstanding balance on their bill to the **minimum balance**. Changes to the **minimum balance threshold** must be approved by the Vice President of the Customer Care Division and the Vice

President, CFO & Secretary-Treasurer. Any cost associated with the reconnection of services due to non-payment will be billed to the **Customer** and an additional deposit may be required.

Rules:

- 1) **MLGW** will generate an automatic reconnection order if the **Customer's** payment reduces the outstanding balance to the **minimum balance threshold** and the payment is received and credited to the applicable account within five (5) calendar days after the disconnection of services.
- 2) **Customer** must request reconnection of services if their payment reduces the outstanding balance to the **minimum balance threshold**, but the payment is received and credited after five (5) calendar days after disconnection.
- 3) **MLGW** will attempt to reconnect services on the same day payment is received and credited, but does not guarantee same-day reconnection.
- 4) **MLGW** reserves the right to implement special reconnect programs during extreme weather conditions.

Exceptions:

- 1) In cases of **diversion** or returned items, **Customers** must pay the entire outstanding amount on their bill and any associated charges prior to the reconnection of service.
- 2) Arrangements outside of the Reconnection Policy must be approved by a Supervisor.

Section 115.00 Winter Moratorium – Senior and/or Disabled Customers

Policy:

MLGW will suspend the disconnection of **Residential Services** for qualified 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. If **Customer** has previously been enrolled in the Winter Moratorium, they will automatically be re-enrolled if their past due balance does not exceed the **minimum balance threshold** amount of \$199.99 by the close of business on November 30th of each subsequent year.

Rules:

- 1) **Customer** must meet the following qualifications:
 - a. Must return a completed **Winter Moratorium** application (see MLGW 2017 Customer Care Information and Process Guide Section 216.65 page 18 for application information) 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.
 - b. **Customer's** utility bill must not have a past-due balance above the **minimum balance threshold** of \$199.99 as of November 30th of each year.
 - c. Participating **Customers** must agree to pay off the total balance owed. Upon request, **MLGW** will spread the balance owed over a three-month period.

- d. If disconnected for non-payment, **MLGW** will reconnect services to **Customers** upon full payment of the past-due amount and fulfill any deposit requirement.

Exceptions:

- 1) **MLGW** will proceed with disconnection of **Residential Services** if it determines there is a potential hazardous condition associated with the service.
- 2) **Customers** with unpaid utility tampering or diversion fees are ineligible for the **Winter Moratorium**.

Section 115.10 Holiday Bill Break Moratorium

Policy:

MLGW will defer the disconnection of **Residential Services** on an annual basis between December 15 and January 14.

Rules:

- 1) To qualify, **Customers** must reduce and maintain their past-due balance below the **minimum balance threshold** of \$399.99.

Exceptions:

- 1) **MLGW** will proceed with disconnection of **Residential Service** if it determines there is a potential hazardous condition associated with the service.
- 2) **Customers** with unpaid utility tampering or **diversion** fees or default on special payment plans are ineligible for the Holiday Bill Break Moratorium.

Section 115.20 Weather-Related Moratoriums

Policy:

MLGW will suspend the disconnection of service for **Residential Customer** accounts for non-payment, failure to provide proper identification or failure to meet a service agreement requirement when extreme weather conditions exist. **MLGW** will use the National Weather Service as the official source used to determine forecast conditions.

Rules:

- 1) The wind chill factor forecast does not exceed 33 degrees Fahrenheit or greater for four (4) or more hours within a 24-hour period on the day of the scheduled disconnection of service.
- 2) The heat index forecast will be 100 degrees Fahrenheit or above at any time during a 24-hour period on the day of the scheduled disconnection of service.

- 3) The heat index forecast will be 95 degrees Fahrenheit or above at any time in a 24-hour period on the day of the scheduled disconnection of service and the **Residential Customer** is 60 years of age or older, disabled or certified as dependent upon life support in their home.

Exceptions:

- 1) **MLGW** will proceed with disconnection of **Residential Service** if it determines there is a potential hazardous condition associated with the service.
- 2) **MLGW** may proceed with the disconnection of service during a moratorium if it determines a **Customer** is receiving the benefit of utility tampering or **diversion**.

Section 116.00 Life Support

Policy:

MLGW maintains a Life Support program to assist **Customers** requiring special equipment to sustain life. Life Support status provides the **Customer** with notice of planned utility outages. These notices are not guaranteed by **MLGW** and Life Support **Customers** should have back-up generators in place in the event of unplanned outages or if planned outages are not communicated in a timely manner.

Rules:

- 1) Qualifying equipment is exclusive to the following:
 - a. Ventilator
 - b. Iron lung
 - c. Ventricular Assist Devices (VAD)
 - d. Apnea monitors for premature infants
 - e. Heart monitors for newborn babies for six (6) months or less are approved as temporary life-sustaining equipment
- 2) The **Customer** will need to complete a program application. Once **MLGW** receives the application, a certification form will be mailed to the physician listed on the application. The certification form must be signed by the physician and returned to **MLGW**. Acceptance into the program is based on the physician's certification of life support and the type of equipment. **Applicants** are subject to verification of the use of the electric life-sustaining device through an onsite visit or series of questions to ascertain the presence of the device and medical status of the applicant.
- 3) **MLGW** will install a Life Support meter when the **Customer** meets all the eligibility requirements for the Life Support program.
- 4) Certification of an electric, life-sustaining device does not relieve the **Customer** of the responsibility for full payment of their utility bills. Written and verbal notification will be sent to program participants in an effort to avoid the disconnection of services.
- 5) **Customers** are required to provide an updated certification from their physician on an annual basis to maintain their eligibility for the Life Support program.

Section 117.00 Termination of Utility Services

Policy:

Customers are responsible for notifying **MLGW** to terminate their services and/or contracts of any kind by phone, e-mail or letter.

Rules:

- 1) **Customer** must allow **MLGW** access to disconnect service.
- 2) If **Customer** fails to notify **MLGW** to terminate services and/or contracts, it may result in **Customer** being held responsible for additional utility charges and/or fees.
- 3) If services are disconnected for non-payment, the **Customer** will be held responsible for all usage on any remaining connected meters on the account until proper notification is provided to **MLGW**.
- 4) If a property changes ownership, the buyer or seller of the property should notify **MLGW** that there is a change in the account status.

Section 118.00 Deceased Customer

Policy:

Upon the death of a **Customer of Record**, utility services must be disconnected or maintained through an estate established by a court of competent jurisdiction or transferred into the name of the remaining occupants. Support documentation such as a death certificate, estate documents, personal identification or related documentation may be required unless otherwise directed by the court.

Rules:

- 1) The Executor, Administrator of Estate, spouse or Agent with valid identification may be authorized to terminate services. **MLGW** will send a letter to the premises to notify the occupant that services will be disconnected.
- 2) **MLGW** will make every effort to ensure a smooth transition of services to surviving occupants of the residence. Surviving spouses, children of the deceased and Executors or Administrators of estates will be allowed up to 120 days to obtain utility services as a **New Customer** pursuant to Section 100.00, p. 3.
- 3) If a refund check is rendered in the name of the deceased person, the surviving spouse, Executor or Informant should visit the Downtown Community Office at 245 South Main Street with valid identification and supporting documentation to finalize all business transactions.
- 4) If surviving occupant can demonstrate a satisfactory payment history of six months or more after the death of the **Customer of Record**, no deposit will be required and the account will be changed to their name with the appropriate identification. This only applies to **Residential Customers**.

Section 119.00 Refund of Deposits – Residential and General Power Customers

Policy:

MLGW will refund deposits within 30 days if the **Customer** meets the following conditions:

- a. Must have 24 consecutive months of service beginning when the deposit was established, established an **A-Rating** or request services to be disconnected and the final bill is satisfied
- b. No arrears balance
- c. No delinquent service order completed within the previous 24-month period
- d. No delinquent reconnects during the previous 24-month period
- e. No more than one (1) returned check, stopped payment or credit card reversal in the previous 24-month period
- f. No active payment plans
- g. No missed payment arrangements (missed extensions) during the previous 24 months
- h. No bad debt (debt subject to collection agency assignment) or bankruptcy within the previous 72 months
- i. No utility tampering or **diversions** within the previous 72 months

Rules:

- 1) The deposit refund will be applied to the **Customer's** active account or inactive account. If proper identification is provided, a **Customer** may apply the refund to any account.
- 2) If the conditions listed above are not met (a. – i.), deposit will be held until utility services are terminated and the deposit will be applied to the **Customer's** final bill.
- 3) **General Power Customers** must meet the conditions listed above (a. – i.) and have a current **GPSA** on file.
- 4) No deposit refund checks will be cashed by **MLGW**.

Section 120.00 Definition of Terms

A-Rated Customer – **Customer** credit classification that is not required to pay a deposit. Achieved by a new **Customer** who has a sufficient credit assessment or a **Customer** who has established a **good-credit history** with **MLGW**. See Section 104.00, p. 6 for more details.

Applicant – person of legal age or emancipated who applies for **Residential** or **General Power** utility service. Tennessee law establishes the legal age of majority to be 18 years old. Persons younger than 18 are considered minors. **MLGW** will not provide utility services to a minor unless emancipated by a court of competent jurisdiction.

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

B-Rated Customer – **Customer** credit classification who is required to pay a deposit. See Section 104.00, p. 7 for more details.

Back billing – **MLGW** collection procedure for the recovery of unbilled or under-billed utility services

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

C-Rated Customer – **Customer** credit classification that applies to condominium, townhouse or apartment complex owners who are required to pay a deposit. See Section 104.00, p. 7 for more details.

Co-Applicants – two or more parties who jointly apply for utility service at the same location and share the benefits of the utility service

Conditional service – granting temporary service pending the submission of specific requirements or documentation

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

DEFB – Deferred Payment Plan

Deferred Payment Plan (DEFB) – payment option to allow **Customer** to pay their utility bill in installments

Deposit – funds or other security instruments obtained to secure **Residential** or **General Power** utility accounts

Diversion – unauthorized usage of utility services

Diversion fees – service charges and/or fees incurred as a result of utility tampering or the unauthorized usage of utility services

EAR – Estimated Annual Revenue

Estimated Annual Revenue (EAR) – an estimated dollar value of annual utility usage for a new construction or additional utility load

Extended Due Date Payment – payment arrangement option where the **Customer** can extend their payment to the all-service cutoff preparation date

FCA – Fuel Cost Adjustment

General Power Service - utility service supplied to premises primarily used to conduct business activities and billed at a General Power Rate

GPSA – General Power Service Agreement (see MLGW 2017 Customer Care Information and Process Guide Exhibits G, H and I, pp. 31 - 36)

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

Good-credit history - Customer credit history that exhibits all of the following conditions:

- a. Meets the baseline of a credit assessment
- b. Has not filed bankruptcy within the last 72 months
- c. Does not have a delinquent balance on a utility account
- d. Has not had service disconnected for non-payment
- e. Has not previously benefited from utility tampering or diversion

Guarantor – assumes liability for all debts incurred by a **Customer of Record** by executing a Guarantee of Debt agreement (see MLGW 2017 Customer Care Information and Process Guide Exhibit M, p. 40)

Hardship – a temporary financial condition that affects the **Customer of Record's** ability to pay their utility bill in a timely manner. See Section 108.30, p. 16 and 17 for **hardship** conditions and examples.

MLGW – Memphis Light, Gas and Water

Minimum balance threshold – the designated outstanding dollar amount that, if exceeded by the **Customer** on their utility bill, initiates the service disconnection process. Amount is based on the credit rating of the **Customer** and the business needs of **MLGW** and is subject to change.

Minimum payment arrangement threshold – the minimum dollar amount that avoids service interruption

Moratorium – suspension of utility service disconnections due to extreme weather conditions

Negative credit history – **Customer** credit history that exhibits any of the following conditions:

- a. Does not meet the baseline of a credit assessment
- b. Has filed bankruptcy within the last 72 months
- c. Has a delinquent balance on a utility account
- d. Had service disconnected for non-payment
- e. Has previously benefited from utility tampering or diversion

New Customer – an **Applicant** who cannot be identified in the **MLGW** CIS system with a customer code or a returning **Customer** whose service has been inactive for 12 months

Partial payments – any amount paid that is less than the total amount owed by the due date on the utility bill

PGA – Purchased Gas Adjustment

Payment Arrangement – payment option to extend **Customer's** utility bill due date beyond the bill's current due date

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

Residential Power Service – utility service supplied to premises where people normally live and are billed at a Residential Rate

RSA – Residential Service Agreement (see **MLGW** 2017 Customer Care Information and Process Guide Exhibit F, p. 29 and 30)

Second Payment Arrangement – payment arrangement requested on the same cutoff notice as an initial **Payment Arrangement**

Utility service – electric, gas or water service

Exhibit A: DEPOSIT AND DELINQUENT SERVICE ORDER RECONNECTED (DLQ) CRITERIA

Residential Customers Only

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

	Current/Initial Deposit	1st Delinquent Service Order*	2nd Delinquent Service Order*	3rd Delinquent Service Order*	4th Delinquent Service Order*	5th & future DLQ up to \$350 maximum*
New Customer, Credit Risk (B-Rated)	Minimum deposit	- \$50 additional deposit required - Reconnect fee charged on next bill - Entire past due amount must be paid	- \$50 additional deposit required - A reconnect fee charged on next bill - Entire past due amount must be paid	- \$50 additional deposit charged on next bill - Reconnect fee charged on next bill - Entire past due amount must be paid	- \$0 additional deposit charged on next bill - A reconnect fee charged on next bill - Entire past due amount must be paid	- \$0 additional deposit required - Reconnect fee charged on next bill - Entire past due amount must be paid
Existing Customer, Credit Risk	Minimum deposit for additional active accounts	- \$50 additional deposit required or bring in line with the minimum deposit - Reconnect fee charge on next bill - Entire past due amount must be paid	- \$50 additional deposit required - Reconnect fee charged on next bill - Entire past due amount must be paid	- \$50 additional deposit required - Reconnect fee charged on next bill - Entire past due amount must be paid	- \$0 additional deposit required - Reconnect fee charged on next bill - Entire past due amount must be paid	- \$0 additional deposit required - Reconnect fee charged on next bill - Entire past due amount must be paid

Exhibit A: DEPOSIT AND DELINQUENT SERVICE ORDER RECONNECTED (DLQ) CRITERIA (continued)

Residential Customers Only

	Current/Initial Deposit	1st Delinquent Service Order*	2nd Delinquent Service Order*	3rd Delinquent Service Order*	4th Delinquent Service Order*	5th & future DLQ up to \$400 maximum*
Customer with Bad Debt Write-off with a deposit less than the minimum deposit	Existing deposit amount	- Charged amount up to the minimum - Reconnect fee charged on next bill - Entire past due amount must be paid	- \$50 additional deposit required - Reconnect fee charged on next bill - Entire past due amount must be paid	- \$50 additional deposit required - Reconnect fee charged on next bill - Entire past due amount must be paid	- \$50 additional deposit required - Reconnect fee charged on next bill - Entire past due amount must be paid	- \$50 additional deposit required - Reconnect fee charged on next bill - Entire past due amount must be paid
Unauthorized Utility Usage	Current deposit less than maximum	- Bill deposit up to the maximum deposit - Reconnect fee charged on next bill - Entire past due amount and diversion charges must be paid	- \$0 additional deposit - Reconnect fee charged on next bill - Entire past due amount and diversion charges	- \$0 additional deposit - Reconnect fee charged on next bill - Entire past due amount and diversion charges	- \$0 additional deposit - Reconnect fee charged on next bill - Entire past due amount and diversion charges	- \$0 additional deposit - Reconnect fee charged on next bill - Entire past due amount and diversion charges
	Maximum deposit	- \$0 additional deposit - Reconnect fee charged on next bill - Entire past due amount and diversion charges must be paid	- \$0 additional deposit - Reconnect fee charged on next bill - Entire past due amount and diversion charges	- \$0 additional deposit - Reconnect fee charged on next bill - Entire past due amount and diversion charges	- \$0 additional deposit - Reconnect fee charged on next bill - Entire past due amount and diversion charges	- \$0 additional deposit - Reconnect fee charged on next bill - Entire past due amount and diversion charges

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

	Initial Deposit	1st Delinquent Service Order	2nd Delinquent Service Order	3rd Delinquent Service Order	4th Delinquent Service Order	And future Delinquent Service Orders
New Customer	- 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 re-calculated and the difference is charged <u>if</u> 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 re-calculated and the difference is charged <u>if</u> additional deposit required* - Reconnect fee amount depends on the size of meter - Entire past due amount must be paid prior to reconnection	- Deposit is re-calculated and charged <u>if</u> additional deposit required* - Reconnect fee amount depends on the size of meter - Entire past due amount must be paid prior to reconnection	- Deposit is re-calculated and charged <u>if</u> additional deposit required* - Reconnect fee amount depends on the size of meter - Entire past due amount must be paid prior to reconnection	- Deposit is re-calculated and charged <u>if</u> 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 re-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 - Reconnect fee amount depends on the size of meter - Entire past due amount must be paid prior to reconnection	- Deposit is re-calculated and charged <u>if</u> 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 re-calculated and charged <u>if</u> 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 re-calculated and charged <u>if</u> 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 <u>workdays</u> 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	2 nd Inactive Bill is rendered
Day 121	Account is eligible for bad-debt write off (based on meter reading cycle)

Timeline for Residential B-Rated and General Power Customers

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 14	Disconnection Notice mailed (if account past due balance is \$200 or more)
Day 23	Next bill is rendered with balance and reference to previous Disconnection Notice
Day 24	C11 One Service Cutoff Order Prep (Service Order Generated)
Day 25	One metered service (usually electric service) disconnected
Day 28	C12 All Service Cutoff Order Prep (Service Order Generated)
Day 29	If electric service was disconnected on day 25, no services are cut on this date
Day 35	Late Fees charged
Day 36	Next Disconnection Notice is mailed
Day 43	Next bill is rendered with balance and reference to previous Disconnection Notice
Day 45	C11 One Service Cutoff Order Prep (Service Order Generated)
Day 46	Two remaining services are disconnected and Final Bill is rendered
Day 58	Late Fees charged for Final Bill
Day 64	Inactive Bill is rendered
Day 85	2 nd Inactive Bill is rendered
Day 100	Account is sent to collection

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 D: Payment Arrangement Timeline –EFFECTIVE December 30, 2017

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 20-28	One Part Payment Arrangement
Day 28	Payment Due to avoid Disconnection
Day 29	Grace day for the full payment (courtesy)
Day 30	Disconnection Order routed for non-payment

Extended 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 20-31	25% of the Disconnection Notice amount due to obtain a Payment Arrangement
Day 32	Remaining balance due
Day 33	Processing date for Disconnection
Day 34	Disconnection Order routed for non-payment

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

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