

COAST ELECTRIC POWER ASSOCIATION

Policy No. 301

SERVICE RULES AND REGULATIONS

Approved: July 28, 1987

Effective: January 1, 1988

Corrected: October 12, 1989

Amended: March 28, 1995

Amended: September 1, 1996

Amended: September 23, 1997

Amended: April 28, 1998

To be effective June 1, 1998

Amended: November 26, 2002

To be effective January 1, 2003

Amended: June 21, 2007

Amended: August 26, 2012

Attest: _____

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COAST ELECTRIC POWER ASSOCIATION

SERVICE RULES AND REGULATIONS

SECTION I - PREFACE

- A. Following rules governing electric service are published as a convenient source of answers to basic questions asked by members or prospective users of electric service. These rules are established to provide uniform standards and policies for rendering of electric service, and, to extent applicable by their provisions, prescribe terms and conditions for all electric service rendered or to be rendered by Association and are on file with Mississippi Public Service Commission.
- B. Copies of these rules are available at Mississippi Public Service Commission and at offices of Association, presently maintained in following communities:

GENERAL OFFICE – KILN, MS

DISTRICT BRANCHES:

Bay St. Louis	Biloxi	Gulfport
Picayune	Poplarville	

SECTION II - DEFINITIONS

The following terms, when used in these Rules Governing Electric Service, Applications and/or Contracts for Electric Service, and Rate Schedules, shall mean:

1. "Association" means Coast Electric Power Association
2. "Consumer" means an individual, partnership, association, firm, public or Private Corporation or governmental agency purchasing electric service from "Association" at one location, through one meter, under one contract.
3. "Consumer's Wiring System" means non-Association wiring system used to conduct electric energy from point of electric service delivery to various points of use by Consumer.
4. "Point of Electric Service Delivery" means point at which conductors of Association Connects to Consumer's wiring system.
5. "Month", " Monthly", or "Service Month" means interval between meter reading dates of not less than twenty-five nor more than thirty-five days, except when calendar month may be specified.

SECTION III - KIND OF SERVICE

1. While desiring and endeavoring to meet promptly, and adequately all requests for Electric service, Association does not hold itself ready to furnish voltages, phases or

frequencies of alternating current, or classes of service, other than those specified in its regular rate schedules, nor to furnish electric service of closer voltage regulation than Association's standard practices.

2. When Consumer has particular requirements for service and requests Association to provide additional or special facilities not normally provided by Association, Association may provide the facilities if Consumer agrees to compensate Association therefor.
3. Single phase service is available at any point on Association's various existing primary distribution systems. Such service is not available for service to motors operation under a single control with a total locked rotor current in excess of 150 amperes except when, in Association's opinion, operation of such motors will not cause objectionable voltage fluctuations on Association's system.
4. Three phase service is available under these electric service rate schedules wherein reference is made in the Availability and Type of Service provisions to three phase service, provided conditions in Section VII, 1, are fulfilled.

SECTION IV - USES OF SERVICE

1. Association will furnish temporary, auxiliary, supplemental, or breakdown service only when in its judgement it has sufficient capacity available in its plant, lines, and other service facilities, and such service will only be furnished under a contract containing among other provisions, appropriate charges for special conditions of such service.
2. Consumer shall not use electric energy from any other source while being supplied by Association without written consent of Association except as provided in Section VIII, 3.
3. Electric service will be supplied only for Consumer's own use and particular establishment and is restricted to one person, firm, or corporation at a single establishment of such person, firm, corporation as a Consumer.
4. All electric service under a single service contract shall be measured by one meter installation and shall not be resold or shared with others. Any owner or operator of an establishment used for tenant occupancy who supplies electric energy, purchased from Association, to his tenants without any specific charge therefore will not be considered as sharing with others.
5. Association may from time to time classify its electric service according to purpose for which service is used, quantity used, time used, or any other reasonable consideration and may establish separate rate schedules applicable thereto.
6. Association will apply its rate schedule which appears applicable to Consumer's service from information available to Association at time Consumer applies for service. Should consumer's uses of service thereafter change to extent that another of Association's Rates would also be applicable thereto, and should further, Consumer in writing notify Association thereof and request a change of rate schedule, Association will bill Consumer under such other schedule, if applicable, commencing with next succeeding billing

period, providing necessary service agreements are executed. Except as provided herein, Association shall not be obligated to change from one schedule applicable to Consumer's use to another schedule applicable thereto.

7. Associations may refuse or discontinue electric service to any Consumer when wiring or equipment on Consumer's premises does not conform to rules and regulations of public authorities applicable thereto, or to minimum requirements of National Electric Safety Code and National Electrical Code applicable thereto. Association does not assume responsibility therefor nor liability thereto for any injury or damage due to condition of Consumer's wiring, nor shall Association be obligated to make inspection thereof.
8. Consumer shall not use electric service furnished by Association in such a manner as to cause excessive voltage fluctuations on Association's electric system. Association may require Consumer at his own expense to provide suitable apparatus which will reasonably limit such fluctuations. In event of Consumer's inability or refusal to do so Association may discontinue service.
9. Association will install metering equipment at or near point of service or other suitable location, to measure total electric service of each Consumer, when Association's rate schedule for the electric service is based upon quantity use.
10. Association may suspend service to a Consumer without notice and without terminating agreement for service in event the meter or devices used in supplying or measuring electricity on such Consumer's premises is altered or changed in any way, or any contrivance is attached thereto, so as to cause such meter to register incorrectly or prevent registration. Association may refuse to restore service after suspension until Consumer has complied with all reasonable requirements and rules of Association designed to prevent a recurrence.
11. In instances where the events described in Section IV, 10, shall have occurred, Association may also require from Consumer, whether or not his service has been discontinued, reimbursement to Association for the cost of the estimated amount of unmeasured service, the cost of replacing and/or repairing any damaged equipment, plus a Power Diversion Investigation fee (Appendix A), plus a Consumer Deposit as described in Section VI, 9.

SECTION V - REQUEST FOR SERVICE AND DEPOSITS

1. Contractual relationship between Association and Consumer (which may be termed "Agreement for Purchase of Power for Electric Service" or "Service Contract") shall consist of : (a) application by Consumer and acceptance by Association, and (b) Association's Rate Schedule applicable to electric service rendered and (c) these Service Rules and Regulations and any modifications thereof and additions thereto which may be lawfully made, and (d) use of electric energy and/or Associations distribution facilities.
2. An applicant to become a Consumer-Member shall make application for electric service, or service transfer, personally, by agent or by an elected officer if the applicant is a corporation. Each applicant will furnish sufficient identification to verify their true identity to the satisfaction of the Association. Acceptance by the Association of such application is subject to compliance with applicable provisions of these rules. Applicant

will become a consumer on the day his/her facilities are connected to the Association's system. A connection charge consisting of Membership Fee, Consumer Deposit, (unless credit permits waiver of deposit) and Service Charge (see Appendix A), as well as any indebtedness due the Association from the applicant will be required. For residential customers, the Consumer Deposit shall be refunded after 13 months of satisfactory payment history has been established by the Member. The deposit on all other accounts will be retained as long as service is provided. To qualify for the refund, the account history will have to be free of being on the delinquent list, of having returned checks charged back to it and of being charged with unmetered service charges. If a consumer allows their account to consistently be delinquent, on the disconnect list, or in any other manner increases the credit risk associated with the account, the consumer may be charged an amount that will bring their consumer deposit up to the maximum amount listed in Appendix A. The Association may require an inspection of the members electrical system by the appropriate city or county official prior to connection of service if the building has not received electric service within the past 12 months.

3. Extension of service requiring setting of poles and/or installing underground or underwater conductors is contingent upon Association being able to obtain necessary rights of way and/or permits. As a condition of Consumer receiving electric service from Association, Consumer must provide at no cost to Association reasonably necessary right of way across the premises to be served for the electric service facilities of Association necessary to serve such premises.
4. Deposit shall not be applied in payment of current monthly bills, and such deposits shall in no way affect Association's rights arising from non payment of bills as provided for in Association's rules or in application or contracts for electric service. Upon discontinuance of service to a Consumer, Association may apply Consumer's deposit then in its possession, plus interest then due, in settlement of Consumer's account. Any balance due Consumer will be refunded. Deposits shall cease to bear interest upon discontinuance of service for which deposit was made.
5. In lieu of a deposit or as a convenience to the member, the member may elect to pay in advance for their anticipated electric usage. The pre-pay program offered by the Association may require the following: a minimum credit balance for initial setup, a minimum credit balance be maintained to avoid interruption of service as well as a minimum credit balance to be re-connected if service is terminated (see Appendix A for minimum balances, threshold and grace period). Certain billing rates, classes of service and types of services and products offered may not be eligible for this pre-pay program.
6. Interest will be paid at the 12 month Treasury Rate in effect on the first business day of each month to date of discontinuance of service or refunding of deposit, whichever is earlier, but Association shall not be required to pay interest on any deposit where depositor has been a Consumer for a period of less than (12) twelve consecutive months. An assignment of such deposit by a Consumer without written consent of Association will not be recognized by or binding upon Association.
7. For installation of facilities for temporary single phase service requiring only a service drop (from overhead or underground distribution facilities) the charge to consumer shall be as stated in Regulation governing Extension of Electric Distribution Facilities. In all other instances of installation of facilities for temporary service, Association will furnish

Consumer a bill for such installation computed in the following manner: (1) the estimated installed cost of materials and supplies required to furnish the temporary service, plus (2) the estimated installed cost of removing such facilities less (3) the estimated salvage value at the end of the service period of the facilities installed. The Consumer shall pay such net charge prior to the installation of the service facilities, which in no event shall be less than the minimum amount stated in Regulations Governing Extension of Electric Distribution Facilities.

8. (a). Association reserves the right to refuse service to any applicant who is found to be indebted to Association for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. Association may also refuse to furnish service to any applicant desiring to establish service for former consumers of Association who are indebted for previous service, regardless of the listing for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- (b). If electric service is established and it is subsequently determined that either condition in Section V 7(a) exist, Association may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.

SECTION VI - METERING, BILLING AND PAYMENT

1. Consumer's billing determinants shall be measured by commercially acceptable metering equipment installed and owned by Association.
2. Consumer's total electric service under a single contract shall be measured by one metering installation, and his monthly service bill shall be computed on registrations thereof except only as provided in Section VI, 3, 6, or when Association's rate schedule or agreement for purchase of power for service furnished is not based on quantity use.
3. Should metering equipment fail to register properly, Consumer's billing determinants may be estimated upon basis of either Consumer's service use during next billing period after meter has been replaced, repaired or restored to proper operating condition, or service use data during a previous corresponding period, or such other reasonable basis as will fairly compensate Association for service rendered during affected period.

4. Unless otherwise provided in applicable rate schedules, meters will normally be read for billing purposes at monthly intervals in groups known as routes. Such routes are read throughout month with reading date of any particular meter depending upon route in which it is grouped. When it is impractical to read route at its scheduled time Association may elect to determine billing for entire route, or any part of route, on estimated usage based on previous experience.
5. When number of days between monthly meter reading dates is less than twenty-five (25) or more than thirty-five (35) days, bill for such service period will be computed at monthly rates on prorated basis.
6. When representatives of Association are unable to obtain meter reading because of temporary inaccessibility of meter, Association may render appropriately marked estimated monthly bills based upon either a previous month's service use or other reasonable basis for such period or periods as meter readings are not obtainable. When actual meter reading is obtained for entire inaccessible period, estimated monthly bills rendered for that period will, if inequity in billing has resulted, be recomputed and adjusted accordingly.
7. A bill for electric service shall be rendered by the Association for each service month and is payable at the Association's offices within ten (10) days following date rendered, or on or before delinquent date shown on bill, whichever is later. If such bill is not paid when so payable, a late fee (Appendix A) may be assessed and the Association may at any time after expiration of five (5) days written notice, suspend service to Consumer. If such bill for which the service has been suspended is not paid within a further period of five (5) days, the Association may at its option, treat service agreement with the Member as terminated, whereupon all rights of Membership shall cease; provided, however, in such event the Member shall be liable to the Association for all sums due as of date of such suspension of service and in addition thereto monthly minimum bills for unexpired portion of Member's service agreement or any existing renewal thereof, and the Association shall have right to remove its meters and other property from Member's premises. In the event of any delinquency in the account of any member, the member agrees to pay, in addition to the amount owed, actual collection expenses incurred by the Association, or forty percent (40%) of the amount owed, whichever is greater. Any obligations due the Association will be set-off against any capital credits retired to Member, as they are retired under the Association's normal retirement procedures.
8. The Association may, however, extend time for paying any one or more bills or any part thereof, and its action in so doing, whether by taking note of Member or anyone else with or without security or extending time for paying such bill, or bills shall be without prejudice to its right thereafter to suspend service and to treat Member's service agreement as terminated.
9. When electric service to a Member has been disconnected for non-payment of a delinquent account, all amounts due for service up to date of last billing, plus a reconnect charge (Appendix A) shall be paid to the Association before service is reconnected. In addition to the above charges, the Member may have to pay an additional deposit in accordance with Appendix A. A returned check charge (Appendix A) will be billed to each account for which payment is made by check or draft that is subsequently returned

due to being dishonored by the bank. This charge shall be made for returned checks marked insufficient or nonsufficient funds, account closed or no account with bank on which check is drawn. No charge will be made where the reason the check was returned was an error by the bank.

10. If a meter test discloses error in registration in excess of (1) 4% for full scale demand registration of thermal type lagged demand meters, (2) 2% for full scale demand registration for other demand meters, (3) 2% for all kilowatt-hour meters based upon an average error as defined in Section VI, 12, then Association will bear cost of test and will adjust Member's billing as follows:
 - (a) Over Registration - Association shall refund Member an amount equal to estimated overcharge for one period not to exceed ninety (90) days previous to such test; provided however, if error was due to some cause date of which can be accurately determined, overcharge shall be computed back to, but not beyond, such time.
 - (b) Under Registration- Member shall pay Association amount estimated to be due for electric service used, but not charged for in bills rendered, not to exceed ninety (90) days previous to such test; provided, however, if error was due to some cause date of which can be accurately determined, undercharge shall be computed back to, but not beyond such time. If Metering equipment is found not to have been registering at all, bill will be estimated upon Member's service use during next billing period after meter has been repaired or replaced, or upon such other reasonable basis. Correction of charges on account of under registration will be made when discovered by adding proper amount to next service bill.
11. The Association will, upon Member's request, test metering equipment which measures member's service. If test shows accuracy of metering equipment within limits specified in Section VI, 10, then Member shall pay a meter test fee (Appendix A), and shall not be entitled to any adjustment in billing.
12. Error in registration of a kilowatt-hour meter shall be determined as follows:

A percentage registration shall be taken at light load, which is 10% of the rated meter test current and also, a percentage registration shall be taken at full load, which is 100% of the rated meter test current.
13. Unless otherwise stipulated in applicable rate schedule, the Association reserves right to, adjust service bills to equivalent of 85% lagging power factor when Member's equipment is operated in such a manner that power factor, determined at point of service delivery to Member, is lagging and is less than 85% of unit power factor.
14. Association reserves the right to read meters and render bills under any rate schedule every other month (bi-monthly) or every third month (quarterly) instead of monthly as provided in these rules and, in rate schedules in which event these rules and rate schedules will be appropriately modified.

SECTION VII - LINE & SERVICE EXTENSIONS

1. When Association's primary distribution lines and equipment of adequate capacity are in place adjacent to residence or establishment of prospective Member, then Association will at its expense, install facilities it needs to serve Member. In instances where distribution lines and equipment are not so adjacent or lack adequate capacity for proposed service, Association may require from Member, as a condition of providing service in such instances, a revenue guarantee (minimum bill agreement) or contribution of an amount (aid to construction) and under terms which, in opinion of Association, is sufficient to justify and protect Association's investment in additions to its system required for service. Line Extension Policies are in accordance with Regulations Governing Extension of Electric Distribution Facilities on file with the Mississippi Public Service Commission.
2. Association will provide underground service to Member's home or establishment, pursuant to its Regulations Governing Extension of Electric Distribution Facilities on file with the Mississippi Public Service Commission.
3. When requested by Members or others to make changes in its electric system in order to facilitate construction work or for other purposes solely for convenience of Members or others, Association will make such changes only under a mutually satisfactory agreement and when payment has been made to Association for its estimate of the cost therefor.
4. Association shall have right to designate point at which its service wires will connect to Member's wiring system, the point at which its service wires will connect to Member's building or structure, and location of Association's meter. Member shall provide at no cost to Association, suitable location and accommodation for (a) Association's meter equipment, (b) such transformer substation as may be required, and (c) easements including tree trimming rights as are necessary for Association's service facilities.
5. Only one service connection line will be installed by Association for one Member. Only one service line will be installed by Association to a building which is occupied by several Members. Deviations from latter rule are only permissible when one service line is not feasible and proposed service line plan is acceptable to Association.

SECTION VIII - GENERAL

1. Association's rate schedules for each class of service apply uniformly throughout its service territory. Copies of its rate schedules and service rules are on file with Mississippi Public Service Commission, at Association's General Office at Bay St. Louis, and each division office. Upon request by any Member, Association will furnish a copy of these service rules and rate schedule applicable to his service.
2. No promise, agreement, or representation shall bind Association unless same be in writing and approved by an authorized representative of Association, and no employee or officer of Association is authorized to waive this provision.
3. Obligation of Association to furnish electric service is dependent upon its securing and retaining necessary rights, easements, privileges, franchises, permits, material, and

apparatus, and Association shall not be liable to Consumer in event it is delayed in delivery of service, or is prevented from furnishing service contracted for, by its failure to secure and retain such rights, easements, privileges, franchises, permits, material, and apparatus and service to Consumer shall also be subject to all laws, rules and regulations under which Association may from time to time be operating. In event Association is delayed in or prohibited from delivering service from any of above causes time fixed for commencement of electric service shall be extended for a period equal to such delay, and if service is interrupted from injunction, strike, riot, invasion, flood, fire, accident, act of God, breakdown, or from maintenance of or repairs to its system or any part thereof, or from cutting in new Consumers or from any cause beyond Association's control, Association shall not be liable to Consumer for such interruptions but shall use its best efforts to restore service, and during such interruptions Consumer shall have right to use such other electric energy as may be available, provided that Consumer shall isolate his system from Association's system during such use and shall so notify Association. Such obligation of Association is further dependent upon and subject to Acts of United States Government and State of Mississippi and to conditions brought about by war, whether declared or undeclared, and Association assumes no obligation to provide or continue delivery of any quantity of electric service when or in event it is required to supply such electric service to United States Government or to any person, firm, corporation, business, or industry designated by United States Government. In event of any emergency threatening integrity of system by which Association obtains its power supply, Association to preserve most practical continuity thereof, may curtail or interrupt service to all or any of its Consumers when, in its judgement, reasonably exercised, such curtailment or interruption will end to prevent or alleviate such threat, and such judgement of Association shall be deemed conclusive on all parties involved. Determination thus made by Association of Consumers to be curtailed or interrupted shall also be conclusive on all parties involved, and Association shall be under no liability with respect to any such curtailment or interruption.

4. All property of Association that is placed in or upon Consumer's premises, and used in supplying service to him, is placed there under his protection. Cost, for any loss or damage to such property, exclusive of normal wear and tear, shall be payable by Consumer to Association.
5. Consumer shall by ownership or lease furnish, operate, and maintain all wiring and electric equipment, except Association's metering equipment, beyond Point of Service Delivery. When metering equipment is located on Consumer's side of Point of Service Delivery, consumer will provide as a part of his wiring and at his expense suitable accommodation for such metering equipment at location as prescribed under Section VIII, 4.
6. Association shall not be in any way responsible for transmission or control of electric energy beyond Point of Service Delivery to Consumer, and Association shall not be liable for damages on account of injuries to persons or property resulting in any manner from receipt and use by Consumer of electric energy from Association. Consumer shall keep his or its electric lines and equipment in safe operating condition and shall indemnify and save harmless Association on account of any claims and for any damages whatsoever to persons or property resulting from or which may be in any way caused by, or arise out of, installation, operation, and maintenance of lines and equipment belonging to Consumer,

for receipt and use by Consumer of Electric energy.

7. Consumer shall give Association right for its employees to enter premises of Consumer at all reasonable times for purposes of keeping in repair or removing its property or inspecting its own wires, reading meters, and performing any other work incidental to rendering service to Consumer. Service may be terminated upon written notice when Consumer's premises are inaccessible for such purposes for an unreasonable length of time.
8. In event Consumer shall make an assignment for benefit of Consumer's creditors, or voluntary or involuntary proceedings in bankruptcy are instituted seeking to adjudge, or if Consumer be adjudged a bankrupt, or if Consumer's affairs be placed in hands of any court for administration, service contract with Consumer's option shall terminate and be at an end.
9. Consumer has the obligation to install necessary and appropriate protective devices on all equipment. Consumer will be responsible for protecting its facilities from the effects of single phase conditions of three phase supply, occurring without fault of Association and Association shall not be liable for damage to Consumer's facilities resulting therefrom.
10. Association reserves right to modify these service rules, and to make additional service rules, at any time or from time to time in manner prescribed by the Board of Directors.
11. These rules and regulations are not intended to conflict with the law, or the By-Laws, or the Articles of Incorporation, or the rules and regulations of a lending or regulatory agency. If a conflict exists the applicable law, or the by-Laws, or the Articles of Incorporation, or such rules and regulations will prevail.

EFFECTIVE DATE:

January 1, 2003

SUPERSEDES: JUNE 1, 1998

Modified June 21, 2007

Modified August 26, 2012

Coast Electric Power Association

APPENDIX A

Schedule of fees and charges

Membership fee: **\$ 5.00**

Each member joining the Association will be required to pay a refundable membership fee. This fee will be held by the Association until the member no longer receives electric service from Coast Electric.

Service Charge: **\$ 35.00**

When a new account is established, a non-refundable service charge will be assessed to help offset the cost of setting up the account and setting the meter.

Collection Fee: **\$ 29.00**

A collection fee will be assessed anytime an account becomes delinquent and the Association has to send someone to the location in an attempt to collect payment of the bill. This fee will be assessed whether or not collection efforts are successful.

Re-Connect Fee: **\$ 30.00**

When an account has been disconnected either at the request of the customer or because of non-payment of the bill, a re-connect fee will be charged to re-establish electric service. If the re-connect is performed when the Association must pay overtime rates, the fee will be \$40.00.

Late Fee: **\$ 5.00**

If an account is not paid in full by the due date on the bill, a late fee may be assessed.

Power Diversion Investigation Fee: **\$100.00**

When there is evidence that a customer has altered their electric service connection in a way that prohibits proper recording of electric usage, an investigation fee may be charged to the account in addition to an estimated amount for un-metered electricity.

Meter Test Fee: **\$ 50.00**

If a customer requests the Association to test the calibration of their meter and the meter is found to be registering properly, a meter test fee will be assessed. If the calibration is found to be incorrect, the customer will not be assessed this fee and the account will be adjusted for any inaccurate readings.

Returned Check Fee: **\$ 25.00**

If an account is paid with a check that is returned by the customer's bank, a returned check fee will be charged.

Any applicable sales tax will be added to the above fees.

Effective March 1, 2009

Deposits:

- **Residential Customers** **\$250.00**
 - A refundable deposit will be required on each account with Coast Electric, unless customer's credit history warrants waiver of the deposit.
 - If a new customer has had a previous account with Coast Electric that was charged-off, the initial deposit will be the greater of two months average bill or \$250.00.
 - If an account is disconnected for non-payment, an amount necessary to bring the total deposit on the account up to two months average bill or \$250.00 (whichever is greater) will be billed and payable prior to service being re-connected.
 - If an account does not have a deposit and is not paid in a timely manner, a deposit equal to the greater of two months average bill or \$250.00 will be billed to the account.
 - Deposits will earn interest at the 12 month Treasury rate in effect on the first business day of each month.
 - Deposits are refundable after the customer has established an acceptable pay record for 13 months.

- **Subdivision Street Lighting** **12 months of billing**
 - A refundable deposit equal to 12 months of billing will be required prior to installation of service.
 - This deposit will be refunded after 12 months provided the account is not delinquent and responsibility for the lights has been accepted by another member.
 - Deposits will earn interest at the 12 month Treasury rate in effect on the first business day of each month.

- **Non-Residential Customers** **two months bill**
 - Non-residential accounts will be required to provide a cash deposit or bond equivalent to two months estimated billings prior to service being connected, subject to the minimums presented below:
 - Accounts with less than 10 kW demand minimum \$300.00
 - Accounts with 10 kW to 1,000 kW demand minimum \$500.00
 - Accounts with greater than 1,000 kW demand the minimum will be determined within the contract.
 - Church accounts minimum \$300.00
 - If a non-residential account is not paid in a timely manner, thus creating a greater credit risk to the Association, the adequacy of the deposit will be evaluated and adjusted if necessary.
 - Deposits will earn interest at the 12 month Treasury rate in effect on the first business day of each month.
 - Deposits on non-residential accounts are only refundable when the account closes.

Any applicable sales tax will be added to the above fees.

Effective March 1, 2009