
SECTION 3 – CREDIT AND SECURITY DEPOSIT REGULATIONS

A. ESTABLISHMENT AND MAINTENANCE OF CREDIT

(1) Credit Information

The Customer may be requested to provide reasonable credit information to the Company before service is made available. The Company may require at least one form of positive identification from residential customers. Acceptable forms of positive identification include social security number, driver's license, other photo identification or birth certificate. A social security number may be requested but shall not be required. If positive identification is not immediately available, a Customer providing a full deposit will have thirty (30) days to provide positive identification, provided that said grace period does not conflict with any statutes or regulations relating to identity theft detection, prevention and mitigation. Company may request the names of each adult occupant residing at the service location. If the Customer fails to provide positive identification within the appropriate time period, the Customer's electric service may be disconnected in accordance with Section 5A. until such time as positive identification is provided.

(2) Security Deposit Required at Application

The Company may, at the time of Application for service, require an initial security deposit to guarantee payment of bills for electric service rendered if:

- (a) The Company establishes that the Customer has an unsatisfactory credit rating based on internal bill payment history or payment history with another gas or electric utility, or has an insufficient prior credit history upon which a credit rating may be based. Payment history with another utility may only be obtained with the Customer's approval.
- (b) The Customer has an outstanding debt with the Company or other utility, an undisputed and unpaid service account that accrued within the last five (5) years if service was provided pursuant to a written agreement, or three (3) years if service was provided pursuant to an oral agreement; or
- (c) The Customer has tampered with the equipment of any utility within the last five (5) years. Tampering is defined by KSA 21-3704.
- (d) New contractual load is one (1) megawatt or greater and Company management determines a security deposit is required.

(3) Designation of New and Existing Customers

For the purposes of requiring applications for service and initial deposits under Section 3.A.(2):

- (a) Customers who apply for new service at a concurrent and separate metering point, residence or location may be considered new applicants.
- (b) Residential customers who have been disconnected and reconnected to service at the same premise within thirty (30) days shall be considered existing customers. Residential customers who have been lawfully disconnected for over thirty (30) days may be considered new applicants.
- (c) Nonresidential customers who have been disconnected, but not issued a final bill, shall be considered existing customers. Nonresidential customers who have been lawfully disconnected and issued a final bill may be considered new applicants.
- (d) New owners or leaseholders of an existing premise may be considered new applicants. New owners of the corporate or business entity that is the customer may be considered new applicants.
- (e) Existing customers who file for bankruptcy may be considered new applicants.

(4) Security Deposit Required After Application

The Company may at any time after application for service, upon five (5) days written notice, require a new or modified deposit to guarantee payment of bills for utility service rendered if:

- (a) The Customer fails to pay an undisputed bill before the bill due date for three (3) billing periods within the most recent twelve (12) month period;
- (b) The Customer is a nonresidential customer and has a change in the character of service, defined as a change in the nature or classification of use;
- (c) The Customer was disconnected for non-payment two or more times within the most recent twelve (12) month period;
- (d) The Customer has defaulted on payment agreements two or more times within the most recent twelve (12) month period;

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- (e) The Customer has tendered two or more insufficient funds payments within the most recent twelve (12) month period; or
- (f) The Customer has sought debt restructuring relief under federal bankruptcy laws. Within sixty (60) days after the bankruptcy has been discharged, if the deposit on file is less than the maximum security deposit requirement for the same premise, the Company may recalculate the Customer's security deposit based on the most recent twelve (12) months' usage.

If the Customer's existing security deposit is to be adjusted or modified, the Customer's maximum security deposit requirement will be calculated in the same manner as an initial deposit. The entire deposit requirement will be treated as an initial deposit subject to Billing Standards rules for installment payments and retention.

(5) Nondiscrimination Clause

No deposit will be required because of a Customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, or geographical area of residence.

(6) Form of Security Deposit and Guarantees

Security deposits paid by any payment method approved for the payment of bills (cash, check, credit card, debit card, electronic payment, etc.) shall be considered as paid in "cash". These deposits shall accrue interest according to Section 3D. In lieu of requiring a cash security deposit:

- (a) The Company shall accept the written guarantee of any of its residential customers with no deposit on file who have made ten (10) of the last twelve (12) payments on time with no undisputed payment remaining unpaid after thirty (30) days. The Company shall require the Guarantor to sign an agreement allowing the Company to transfer the Customer's debt to the Guarantor's account. In the event the Customer's debt is transferred to the Guarantor's account, the Guarantor will have the same time to pay the deposit as a new Customer and can be disconnected for nonpayment under conditions set out in Section 5 or the Cold Weather Rule. The Company will not hold any Guarantor liable for sums in excess of the maximum amount of the required cash security deposit or for attorney or collection fees. The Guarantor of a residential customer will be released when the Customer would qualify for a deposit refund under Section 3D. or upon termination of service and payment of service bills. If the guarantor moves off the Company's system or is required to provide his or her own deposit, the guarantee is no longer valid, and the

Company may require the Customer to make a cash deposit or obtain a surety bond or another written guarantee for the remainder of time until the deposit is returned or until electric service is terminated.

- (b) The Company may accept the written guarantee of any responsible party or obtain a letter of credit as surety for a residential customer service account.
- (c) For nonresidential customers, the Company may accept a surety bond, irrevocable letter of credit or other written guarantee from a responsible individual or company that will be responsible for paying the Customer's utility bill in the event of nonpayment.

B. CALCULATION AND PAYMENT OF SECURITY DEPOSIT OR SURETY BOND

- (1) For residential and small nonresidential customers, the amount of the cash security deposit or surety bond required will not exceed the amount of that Customer's projected average of two (2) months' bills. If the Customer has been documented to have obtained electric service by tampering as defined in Section 3A.(2)(c) within the last five (5) years, an additional deposit based on one (1) month's average use may be assessed. The Company will inform the Customer of and permit payment of any required residential or small nonresidential customer's deposit in equal installments over a period of at least four (4) months.
- (2) For other than residential or small nonresidential customers, the cash deposit or surety bond will not exceed the amount of that Customer's projected largest two (2) months' bills. If the Customer has been documented to have obtained electric service by tampering as defined in Section 3A.(2)(c) within the last five (5) years, an additional deposit based on one months' largest usage may be assessed. The security deposit of Customers other than residential or small nonresidential customers will be payable in full at the time of application or upon notice as provided in Section 3A.
- (3) For purposes of establishing security deposits and projecting monthly bills, the Company will consider the length of time the Customer can reasonably be expected to take service, past consumption patterns, end use of service, and consumption patterns of other similar customers.
- (4) Security deposits will be non-transferable from one Customer to another; however, upon termination of the Customer's service at the service address, the Company may transfer the security deposit to the Customer's new active account. Disconnection for non-payment of security deposit will be governed by Section 5A.(1).

C. SECURITY DEPOSIT RECEIPTS

- (1) The Company will maintain a record of all security deposits received from Customers showing the name of each Customer, the address of the premises for which the security deposit is maintained, the date and the amount of deposit, and the date and amount of interest paid.
- (2) When the Company accepts a security deposit, a non-assignable receipt will be issued to the Customer containing the following minimum information:
 - (a) Name of Customer;
 - (b) Place of deposit;
 - (c) Date of deposit;
 - (d) Amount of deposit;
 - (e) Company name and address, signature and title of the Company employee receiving the deposit;
 - (f) Current annual interest rate earned on the deposit; and
 - (g) Statement of the terms and conditions governing the use, retention and return of deposits as set forth in Section 3D. However, in lieu of a receipt, the Company may indicate on the Customer billing the amount of any security deposit retained by the Company, provided that the information required in Section 3C.(2)(f) and (g) is otherwise individually given in writing to the Customer. In all cases, a receipt will be given upon Customer request.

D. REFUND OF SECURITY DEPOSIT AND INTEREST

- (1) Upon termination of service, if the security deposit is not to be transferred, the Customer's deposit will be refunded, less any unpaid service bills, including simple interest at a rate not less than that provided by KSA 12-822 and amendments; provided that, Customer has paid all bills due the Company; has allowed the Company to remove its meters and equipment in an undamaged condition; and surrendered the Security Deposit Receipt. In case the Customer has lost the Security Deposit Receipt, the Company may require the Customer to sign a release form acknowledging the return of the security deposit with interest thereon. The Company may require the identification of the person to whom the Security Deposit is returned.

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- (2) Security deposits taken from residential customers who make non-delinquent payments of undisputed bills for electric service for ten (10) of the last twelve (12) months with no undisputed bill unpaid after thirty (30) days beyond due date, will be either credited with simple interest to their utility bills or, if requested, refunded. The twelve-month period will begin after the final security deposit payment has been billed. Deposits taken from small nonresidential customers shall be either credited with interest to their utility bills or, if requested, refunded, after twenty-four (24) months if the Customer has paid twenty (20) of the last twenty-four (24) bills on time and no undisputed bill was unpaid after thirty (30) days beyond the due date. The month(s) of a disputed bill(s) will be ignored in this calculation. The twenty-four (24) month period will begin after the final security deposit payment has been billed. Large nonresidential customer security deposits will be retained by the Company until termination of service. Large nonresidential customers will have their deposit requirements recalculated every three (3) years or when the non-cash security deposit expires. The maximum security deposit requirement shall be increased or decreased as appropriate for each customer. Customers may request that the Company recalculate their deposit at a shorter interval. The Company and/or Customer shall have thirty (30) days to correct the deposit on file. A deposit need not be returned until all undisputed amounts are paid.
- (3) Interest payments on residential or non-residential deposits will be credited to the Customer's bill or refunded at least once a year.

E. SECURITY DEPOSIT NOT A WAIVER

The fact that a security deposit or guarantee has been made will in no way relieve the Customer from complying with the Company's Terms and Conditions pertaining to payment of bills, nor will it constitute a waiver or modification of the regular practices of the Company providing for disconnection of service for non-payment of sums due the Company for service rendered.



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