
SECTION 5 – DISCONTINUANCE OF SERVICE

A. COMPANY'S REFUSAL OR DISCONTINUANCE OF SERVICE

- (1) For the following reasons electric service may be refused or discontinued by the Company:
- (a) When requested by the Customer;
 - (b) When the service is abandoned;
 - (c) Upon ten (10) days' written notice, when Customer's electric service bill becomes delinquent, as provided in Section 4K., whether the bill is based on Customer's meter reading, Company's meter reading, or Company's estimate of energy (kWh) and/or demand (kW or kVA);
 - (d) Immediately, without notice required, when an unsafe or dangerous condition exists on the Customer's premises;
 - (e) Upon ten (10) days' written notice, when the Customer fails to provide credit information, security deposit or guarantee as set forth in Section 3A., or has a previous undisputed and unpaid separate account for electric service with the Company;
 - (f) Upon the quicker of ten (10) days' written notice or 48 hours after a personal or phone contact is made with the Customer of record, when Customer is proved to have misrepresented his or her identity for the purpose of obtaining electric service;
 - (g) Upon ten (10) days' written notice, when Customer refuses to grant Company personnel access, during normal working hours, to equipment installed upon the premises of the Customer for the purpose of inspection, meter reading, maintenance, or replacement;
 - (h) Immediately, without notice required, when the Customer violates any rule of the Company that adversely affects the safety of the Customer or other persons, or the integrity of the Company's delivery system; or
 - (i) Immediately, without notice required, when Customer causes or permits unauthorized interference with, or tampering with, as defined in Section 3A.(2)(c), Company's service situated on or about the Customer's premises. However, if the Company has knowledge that persons other than the Customer's family are residing at the premises, the Company will give such persons a two (2) day written or twenty-four (24) hour oral notice prior to discontinuance.

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- (2) None of the following reasons will constitute sufficient cause for the Company to threaten or discontinue electric service or threaten or refuse service:
- (a) The Customer's failure to pay for special charges as defined in Section 4B.(2);
 - (b) The Customer's failure to pay for service received at a concurrent and separate metering point, residence or location. In the event of discontinuance or termination of service at a separate metering point, residence or location in accordance with these Terms and Conditions, the Company may transfer any unpaid balance to any other service account with the Customer's written consent, provided, however, that in the event of the failure of the Customer to pay a final bill at any metering point, residence, or location, the Company may transfer such unpaid balance to any successive service account opened by the Customer for the same class of service, and may discontinue service at such successive metering point, residence, or location for nonpayment of such transferred amount;
 - (c) The Customer's failure to pay for a different class of service received at the same location. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional Rate Schedules or provisions is not construed as a different class of service for the purpose of this rule;
 - (d) The Customer's failure to pay a bill which is in dispute; provided, however, that the Customer pays that portion of the bill not in dispute;
 - (e) An individual or a Customer has an outstanding debt for electric service more than five (5) years old if the Electric Service Agreement was signed and three (3) years if the agreement was oral;
 - (f) Because an individual who neither signed the Electric Service Agreement on an account in arrears, nor agreed orally at the time service was established to be responsible for it, wants to put the account in his or her name. The only exception will be when the individual requesting service in his or her name and the Customer of record lived together when the debt was incurred and continue to live together at the same or a new residence.

B. POSTPONEMENT OF DISCONTINUANCE IN SPECIAL CIRCUMSTANCES

- (1) If a Residential Customer notifies the Company and establishes that:
- (a) Discontinuance would be especially dangerous to the health of the Customer, resident member of the Customer's family, or other permanent resident of the premises where service is rendered; and

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- (b) (i) Such Customer is unable to pay for such service in accordance with the requirements of the Company's billing, or
(ii) Customer is able to pay for such service only in installments.

The Company will either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days to enable Customer to make arrangements for reasonable installment payments.

- (2) In determining whether discontinuance would be especially dangerous to health, consideration will be given to the weather, and the Customer's or other resident's medical condition, age, or disability.
- (3) The Customer may establish that discontinuance of service would be especially dangerous to the health of the Customer, resident member of the Customer's family, or other permanent resident of the premises where service is rendered by obtaining a statement signed by a physician or public health official verifying that fact and forwarding or presenting it to the Company office prior to the date of disconnection.

C. NOTICE REQUIREMENTS

- (1) When notice of discontinuance of service is required it will be forwarded separate from other utility bills, information or advertising, to the account name and address and in the case of residential occupancy, to the address where service is provided, if different; provided however, that the service location has a mailing address which is provided to the Company by the Residential Customer. Service of notice by mail is complete upon mailing. The Company will maintain the record of the date of mailing and the effective dates of the notice. The notice will be effective for one (1) month after initial date upon which and after which service can be disconnected.
- (2) The Company will notify, or attempt to notify, customers by phone at least two (2) days before they are to be disconnected.
- (3) If the records of the Company show that the service account that it proposes to discontinue serves more than one residential dwelling unit, the Company will also post a notice of discontinuance in a common area of the residential building served. Such notice will be posted at least five (5) days prior to the discontinuance date specified therein.
- (4) The notices required by this Section 5 will contain the following information:
- (a) The name and address of the Customer, and the address, if different, where service is rendered;
- (b) A clear and concise statement of the reason for the proposed discontinuance of service and the cost and conditions for reconnection;

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- (c) The dates between which service can be discontinued unless the Customer takes appropriate action;
 - (d) Terms under which the Customer may avoid discontinuance;
 - (e) A statement that discontinuance may be postponed or avoided if the Customer can demonstrate prior to the date of discontinuance that special circumstances prevent complete payment and satisfactory credit arrangements are made with the Company for moneys not in dispute; and
 - (f) A statement to apprise the Customer of the availability of an administrative procedure which may be utilized in the event of a bona fide dispute or under other circumstances, such as special danger to health. The address, telephone number and name of the Company office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection, will also be included. Language indicating that the Customer may meet with a designated employee of the Company to present his or her reasons for disputing a bill or the Company's reasons for discontinuance, requesting credit arrangements, or requesting a postponement of discontinuance.

D. DISCONNECT PROCEDURE

- (1) Except for discontinuance pursuant to Section 5A.(1) (a), (b), (d), (h), and (i) the Company will not discontinue service unless:
 - (a) At the time of the proposed discontinuance, for one hour after discontinuance and on the full work day following discontinuance, the Company office or authorized personnel identified in the notice given are open or available to the Customer for the purposes of making pay arrangements, preventing discontinuance or obtaining reconnection; and
 - (b) The Company employee who is to disconnect service is also authorized to accept payment of amounts due for utility charges and thereby either avert disconnection or provide for reconnection.
- (2) The Company employee who is to disconnect service will adhere to the following procedure.
 - (a) Immediately preceding the discontinuance of service a reasonable effort will be made to:
 - (i) Contact and identify himself or herself to the Customer or responsible person then upon the premises and announce the purpose of his or her presence;
 - (ii) Identify and record the name of the person contacted, if any;

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- (iii) Accept payment of all amounts tendered which are necessary to avert disconnection;
 - (iv) Record statements disputing the accuracy of the delinquent bill, if any;
 - (v) Record statements disputing the accuracy of the Company's finding concerning the cause for discontinuance, if any; and
 - (vi) Record statements concerning the medical condition of any permanent resident of the premises.
- (b) If contact with the Customer is not made, the employee will leave a notice upon the premises in a manner conspicuous to the Customer disclosing the date and time of discontinuance and giving the address and telephone number of the Company or where the Customer may arrange to have service restored.

E. RESTORATION OF SERVICE

- (1) Upon the Customer's request, the Company will restore service promptly when the cause of discontinuance of service has been eliminated, all applicable restoration charges paid, and, if required, satisfactory credit arrangements have been made.
- (2) At all times, the Company will make every effort to restore service on the restoration day requested, and in any event, restoration will be made no later than the next business day following the day requested by the Customer.

F. REVIEW OF DISPUTES

- (1) When a Customer advises the Company, prior to the date of the proposed discontinuance of service, that all or any part of the billing as rendered is in dispute or that the Company's reasons for discontinuance are factually invalid, the Company will:
 - (a) Immediately record the date, time, and place the complaint is made;
 - (b) Postpone discontinuance until a full investigation is completed and the dispute is found to be invalid;
 - (c) Investigate the dispute promptly and completely; and
 - (d) Attempt to resolve the dispute informally and in a manner mutually satisfactory to both parties.
- (2) A Customer may advise the Company that a bill is in dispute in any reasonable manner such as by written notice, in person, or by a telephone call directed to the appropriate personnel of the Company.

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- (3) The Company, in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communication, personal meetings, formal or informal hearings, on site visits, or any other technique reasonably conducive to settlement of the dispute.
 - (4) Initially, the Customer will have the burden of showing or establishing to the satisfaction of the Company that all or any part of the billing is erroneous or that the Company's reasons for discontinuance are factually invalid.
 - (5) In the event that a dispute is not resolved to the satisfaction of the Customer, after full investigation, and the Company intends to proceed with discontinuance, the Company will advise the Customer of formal and informal procedures available before the Company's Management and Board of Directors. Provided proper notice has been given in accordance with these Terms and Conditions the Company may then discontinue the service.


G. NOTICE OF COMPLAINT PROCEDURE

Once a year, the Company will provide each of its Customers a notice apprising them of the Company's Complaint Procedure including its role in settling complaints that have reached an impasse.

H. COLLECTION, DISCONNECTION AND RECONNECTION CHARGES

- (1) If collection of an electric service bill is attempted, the Company will require a Collection Charge as filed in the Service Fee Rate Schedule (SFS).
- (2) Except when requested by the Customer, if electric service is disconnected for any of the reasons stated in Section 5A.(1) the Company will require a Disconnection Charge as filed in the Service Fees Rate Schedule (SFS).
- (3) Upon reconnection of electric service, except when disconnected pursuant to Customer's request, the Company will require a Reconnection Charge as filed in the Service Fees Rate Schedule (SFS).
- (4) Unless otherwise specified in the Electric Service Agreement, in the event a Customer or Company orders a disconnection and a reconnection of service at the same premises within a twelve month period, the Company will collect, as a Reconnection Charge, the sum of such minimum bills as would have occurred during the period of disconnection, but in no event less than the Reconnection Charge filed in the Service Fees Rate Schedule.

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- (5) In the event the combination of a landlord/property owner and tenant for a residential rental property orders a disconnection and a reconnection of service at the same premises within a twelve month period, the Company may collect from the landlord/property owner, as an additional charge, the greater of the sum of such minimum bills as would have occurred during the period of disconnection, the Reconnection Charge filed in the Service Fees Rate Schedule (SFS), or actual labor costs to disconnect and reconnect Service. At the landlord/property owner's request, Company shall enter into a landlord agreement with the landlord/property owner whereby service is automatically transferred to the landlord's name when a tenant vacates the premises.
- (6) Any Collection, Disconnection, or Reconnection Charges and all other utility charges due will be paid before service is restored. These charges are in addition to any deposit that may be required by the Company before service is restored.

Issued By: , Chief Executive Officer

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