O-22- 8

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE GENERAL RULES AND REGULATIONS FOR THE NORTH LITTLE ROCK ELECTRIC DEPARTMENT TO INCLUDE A SECTION ON THE COLLECTION OF DEBT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the General Rules and Regulations ("Rules and Regulations") for electric service provided by the North Little Rock Electric Department (the "NLRED") to its customers were adopted on July 24, 2017 with the adoption of Ordinance No. 8927 (amended by Ordinance No. 9049, adopted on October 8, 2018; and Ordinance No. 9358, adopted on June 14, 2021); and

WHEREAS, in order to clarify, improve, and simplify the rules, an amendment on the collection of debt needs to be made to the Rules and Regulations; and

WHEREAS, it is in the best interests of the City and its residents that the Rules and Regulations be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the General Rules and Regulations for the North Little Rock Electric Department, adopted pursuant to Ordinance No. 8927 and amended pursuant to Ordinance No. 9049 and 9358, are hereby amended as follows:

General Rules and Regulations are hereby revised as shown in Exhibit A attached hereto and incorporated by reference.

Editor's note: Changes are in bold; deletions are denoted in "red" by ~~strikethrough~~ and additions in "blue" by <u>underline</u>.

SECTION 2: That the copies of the NLRED Rules and Regulations on file in the City Clerk's office and on the NLRED website shall be updated to reflect the amendments set forth in this ordinance.

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4: That the provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 5: That it is hereby determined and found that is a need to amend the general rules and regulations for electric service in the City, and that the City and the residents thereof can best be served by the adoption of this Ordinance; THEREFORE, an emergency is hereby declared

to exist, and this Ordinance being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

Terry C Hartwick

Mayor Terry C. Hartwick

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 11:40 A.M. _____ P.M.

By M Miller

DATE 2/8/22

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY B Taylor

EXHIBIT

tabbies

A

General Rules and Regulation
North Little Rock Electric Department
~~**As Amended June 2021**~~
As Amended February 2022

NORTH LITTLE ROCK ELECTRIC DEPARTMENT
GENERAL SERVICE RULES & REGULATIONS

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I. ESTABLISHING SERVICE.

New customers applying for electric services must complete an application, comply with all applicable departmental policies, and sign a customer agreement describing as accurately as possible the use of the service (residential or commercial/industrial) and amount of energy required. Service locations must meet or exceed North Little Rock Electric Service Construction Standards.

A. Residential Customers.

Residential accounts may only be established in the name(s) of a property owner or lessee. The following are required to establish residential accounts.

1. **Proof of Identity** Government issued photo ID (Examples: State Driver License or ID, Military ID, or Passport).
2. **Residential Deposits.**

The amount of the deposit will be based on credit risk to NLRED. The deposit decision reflects the credit risk associated with the credit report of the individual(s) applying for service. These deposit decisions are based upon the credit score from a national credit repository. A credit check fee will be applied for each applicant upon processing. In order to process the credit check, the applicant must provide a Social Security Number ("SSN"). Service will not be denied for failing to provide a SSN; however, applicants who do not provide a SSN will be charged a minimum deposit of $300.

i. Residential applicants who pose minimal credit risk will be charged a minimum of $100.
ii. Residential applicants who pose moderate risk will be charged a minimum deposit of $200.
iii. Residential applicants who pose substantial credit risk or no credit history will be charged a minimum deposit of $300.

b. NLRED may impose or increase the amount of deposit for fraud, tampering, bankruptcy, previous unpaid balance, non-pay disconnection or other events related to the creditworthiness of the customer in $100 increments; provided that the deposit will not exceed two and one half times the expected highest monthly bill.
c. The deposit is due upon with service application request but is payable in two equal installments – one payment upon application and one payment no later than fourteen (14) days of service.
d. No additional arrangements can be made on deposits. Failure to pay deposit will result in disconnect of service.
e. NLRED will periodically review the sufficiency of all customer deposits to determine if the amount of the deposit, surety bond or letter of credit on file is adequate when compared to the usage history of the customer.
f. Customer deposits with actual accrued interest are only refunded when the account is closed and no further financial obligation is owed to NLRED.

3. **Fraud** - Any person who provides fraudulent information in connection with an application for service shall be denied service until that person provides a valid social security number and documents that positively identify the applicant. Further, any

person who provides fraudulent information in connection with an application for service shall be deemed a high credit risk. Submission of a false name, a false government ID, a social security number that is returned as deceased, non-issued, or belonging to a person other than the applicant, shall be presumed to be fraudulent.

B. Commercial and Industrial Customers.

Commercial and Industrial accounts shall be established in the legal name of the business. The following is required to establish Commercial and Industrial accounts.

1. **Business License –** Businesses located inside the city limits of North Little Rock are normally required to have a North Little Rock business license prior to service. NLRED may provide temporary service to a business that is preparing to open for a period of ten (10) days, or for such time as may be agreed upon by NLRED and the Customer. Any Customer who fails to provide a valid business license prior to the expiration of temporary service may be disconnected without notice.
2. **Commercial and Industrial Deposits** are required prior to service. The amount required, will be based on estimated energy requirements, completed load sheet or the following:
    a. The deposit will be two times the expected average monthly bill.
    b. NLRED may impose or increase the amount of deposit for fraud, tampering, bankruptcy, previous unpaid balance, or other events related to the creditworthiness of the customer in an amount not to not exceed two and one half times the expected highest monthly bill.
    c. As an alternative to a cash deposit if the amount required exceeds three hundred ($300.00), the customer may furnish an automatically renewable surety bond or an irrevocable letter of credit from a verifiable bank.
    d. No additional arrangements can be made on deposits.
    e. NLRED will periodically review the sufficiency of all customer deposits to determine if the amount of the deposit, surety bond or letter of credit on file is adequate when compared to the usage history of the customer.
    f. Customer deposits are only refunded when the account is closed and no further financial obligation is owed to NLRED.
4. **Fraud** - Any person who provides fraudulent information in connection with an application for service shall be denied service until that person provides a valid social security number and documents that positively identify the applicant. Further, any person who provides fraudulent information in connection with an application for service shall be deemed a high credit risk. Submission of a false name, a false government ID, a social security number that is returned as deceased, non-issued, or belonging to a person other than the applicant, shall be presumed to be fraudulent.

C. Rate Assignment.

Rates are assigned to Customers based upon the anticipated use of the service (residential or commercial/industrial) and the amount of energy required. If the service is required for a new building, the rate selection will be based on: (1) the prospective Customer's statement, (2) the professional load study as to the class of electric service desired, (3) the manner of use, and (4) any other pertinent information; all of which will be submitted as part of the Customer's application and preserved in the Customer's account. NLRED will not be liable for any costs related to improper rate assignment based upon information received from a Customer or a third

party. For more information about new construction, the Electric Service Standards can be found on our website at www.nlrelectric.com or you can request a copy by email at nlred-engineering@nlr.ar.gov.

D. Outstanding Debts.

Before providing service NLRED may require that customers pay any outstanding debts owed to the City of North Little Rock.

E. Late Payment Charge.

Bills are rendered monthly and are due and payable within fourteen (14) calendar days after NLRED bill date. In the event payment is not made within fourteen (14) days after the bill date, NLRED shall collect an additional 5% of the balance as a late payment charge. Service will be disconnected if payment is not received seven (7) days after the due date. A Temporary Payment Extension may be requested at Customer Service.

F. Collection of Debt

In the event Customer does not pay in full all amounts owed NLRED for service rendered, Customer understands and agrees that NLRED may file suit for collection of all amounts due plus court costs and reasonable attorney's fees as required to effect collection in full.

NLRED will submit an electronic file containing identifying information of the delinquent accounts to a 3rd party collection agency monthly. The identifying information will also be used for credit bureau reporting. The file will contain account balances over $50.00 that remain unpaid 90 days after the final bill due date.

Customer agrees to be contacted by telephone at any telephone number associated with the account, including wireless telephone numbers, which could result in charges to Customer. NLRED may also contact Customer by sending text messages or emails, using any email address provide to the account. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable.

II. SUSPENDING AND TERMINATING SERVICE.

A. Suspension of Service by Customer.

A customer may suspend service for up to *120* days by notifying Customer Service at least one business day prior to suspension on forms available from Customer Service. Suspension of service will stop the accumulation of charges and fees based on the consumption of electricity, but will not stop the accumulation of monthly service charges, and other fees based on interconnection with the NLRED system.

B. Termination of Service by Customer.

A customer may terminate service by notifying Customer Service at least one business day prior to termination. The customer will remain financially liable for all charges until actual termination occurs.

After termination, the customer will be entitled to receive any overpayment made to NLRED. The overpayment will be mailed to the customer within 60 days of termination. In the event that the check is returned, NLRED will submit all information to Arkansas Treasure Hunt managed by the Arkansas State Treasurer.

C. Suspension of Service by NLRED.

NLRED may suspend a customer's service for the following reasons:

1. Failure to timely pay for electric service.
2. Fraud, misrepresentation, theft of electricity or error when establishing service.
3. Failure to comply with customer obligations related to service, including:
    a. Failure to comply with rules and regulations,
    b. Failure to timely pay a required deposit,
    c. Failure to adhere to payment extension,
    d. Failure to adhere to terms and conditions of a customer agreement, or
    e. Electrical code violations.
4. Denial of access to service location; including:
    a. Physical barriers, or
    b. Threats to agents or employees.
5. Reducing power quality of other customers.

NLRED will send notice to Customers of the intent to suspend service at least seven (7) days prior to suspension of service, using a method that is reasonably calculated to be received by the Customer. NLRED shall not reconnect a suspended Customer until the Customer corrects the basis of suspension and pays such fees or costs associated with reconnection. NLRED will not suspend registered Elderly or Handicapped Customers when the temperature is projected to be 96 degrees. NLRED will not suspend any residential Customers when the temperature is projected to be 32 degrees or lower.

D. Termination of Account by NLRED.

NLRED may involuntarily terminate a Customer's account for the following reasons:

1. Failure to resolve a suspended account within ten (10) business days.
2. The customer's service location improperly receives electricity from another service location, through a stolen meter, by bypassing the meter or by other improper or illegal means.
3. Any condition exists that causes the electric service to be unsafe for people, property or the distribution system.
4. Proper authority has rendered a final decision directing the termination of electric service in order to prevent or abate a public nuisance, or otherwise cause compliance with the law.

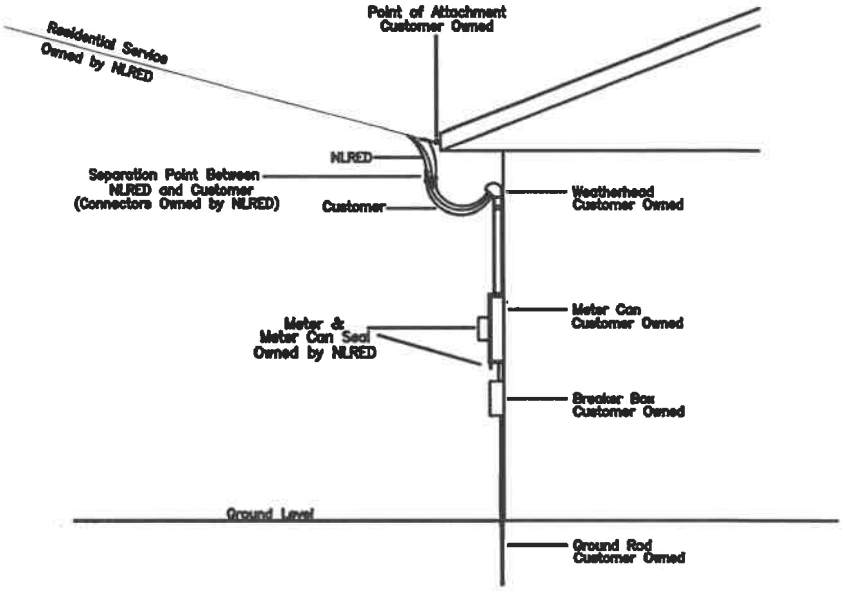
III. SUPPLYING AND TAKING ELECTRIC SERVICE.

A. Customer Responsibilities.

1. Customers must timely pay for electric service, even when no bill is received.
2. Customers must provide NLRED access to inspect, maintain or build facilities and equipment needed to serve any person or entity within NLRED's service area.

3. Customers are prohibited from increasing their use of electricity in such a manner as to jeopardize any component of the NLRED distribution system. Any Customer who anticipates the need for increased service capacity must provide written notice to NLRED Engineering, who will, as promptly as possible, determine what improvements, if any, must be made to provide Customer the needed service capacity and the estimated cost of the improvements to be paid by Customer, and the appropriate rate.
4. Customers are responsible to ensure that electricity is only used for lawful purposes.
5. Each Customer must furnish an approved ringless-type meter base and wired weatherhead in accordance with the NLRED Electric Service Standards.
6. Customers are responsible to continuously maintain their homes, businesses and property in such a manner that will allow the safe delivery and reliable use of electricity. A Customer's responsibility to maintain electric infrastructure begins at the Point of Delivery and continues through the point or points at which electricity is used. For assistance in determining the Point of Delivery, see NLRED Electric Service Standards.
7. NLRED Customers are responsible for trimming trees that encroach upon or hang over the service line that extends from their house or business to a nearby NLRED pole. Customers can contact NLRED to have their service line disconnected or meter removed to improve work safety, or for other purposes. A minimum of 24 hours' notice is required to schedule the requested work.

Typical Residential Service



B. NLRED Responsibilities.

1. **Reliable Service.** NLRED provides infrastructure necessary to serve the needs of most customers without additional cost. Electric services are single or three phase 60 hertz alternating current. The type of service (number of wires, phase, and voltage) furnished by NLRED depends on two factors: (1) the voltage available near the service location and (2) the type of service which, in NLRED's judgment, can best economically serve the Customer's requirements. Customers will incur the cost of infrastructure necessary to provide any non-standard service. Standard and nonstandard service is described in greater detail in Section 5 of the NLRED Electric Service Standards.
2. **Response to Service Interruptions.** When an outage occurs, NLRED will work quickly and safely to restore power. During restoration, NLRED prioritizes work that is necessary to protect public safety first. Then, NLRED works to restore power to equipment that feeds the largest number of customers first and continues until all customers have power.

   NLRED seeks to supply steady and continuous electric service, but does not guarantee against irregularities or interruptions. Electric service may be jeopardized by numerous conditions beyond the control of NLRED, such as: weather events, accidents, wildlife,

or disruptions on the bulk electric transmission system. NLRED will not be liable to Customer for any damages occasioned by such irregularities or interruptions. Also, NLRED may suspend electric service to make repairs or improvement to the electric system without incurring liability to any customer. NLRED will attempt to notify affected customers in advance of service interruptions when reasonable.

3. **Lighting Services.** NLRED provides street lighting according to nationally recognized standards in exchange for payments from the local government entities served. NLRED offers additional lighting service (Night-Watchers and Flood-Lights) to Customers in exchange for a recurring fee that is based upon the type, size, and number of lights installed.
4. **Trees and Vegetation.** NLRED maintains trees and vegetation along utility easements in accordance with Resolution No. 8300. NLRED is prohibited from using public funds to maintain trees or vegetation on Customer service lines, or other areas outside of utility easements, unless: (i) the cost of trimming or removal is clearly outweighed by the risk of harm to public infrastructure; and (ii) the owner of the trees or vegetation consents to such trimming or removal.
5. **Easements.** North Little Rock Electric maintains public easements as part of routine business operations on a continual basis. If a Customer notices that trees or vegetation are impeding or threatening a public easement, the Customer should contact NLRED Customer Service to report the potential hazard.

IV. CHANGES IN SERVICE.

A. Increased Service Requirements.

Any Customer who anticipates the need for increased service capacity must provide written notice to NLRED Engineering, who will, as promptly as possible, determine what improvements, if any, must be made to provide Customer the needed service capacity and the estimated cost of the improvements to be paid by Customer, and the appropriate rate.

B. Decreased Service Requirements.

If Customer's service requirement has decreased, it is the Customer's responsibility to request NLRED to evaluate the assigned rate. NLRED will, as promptly as possible, determine the appropriate rate for the Customer.

C. Generators.

No person may connect any electric generator to the NLRED distribution system, directly or indirectly, through a service location without approval. Standby generators will only be approved in accordance with NLRED Electric Service Standards. Customer-owned generators will only be approved in accordance with federal, state and local law. Generators may be subject to periodic safety inspections, additional fees, and special rates.

D. Overhead to Underground Conversion.

Upon request, NLRED will convert overhead lines to underground service at the sole expense of the Customer in accordance with NLRED Electric Service Standards.

E. Relocations.
Upon request, NLRED may relocate facilities such as poles, towers, and fixtures at the sole expense of the Customer in accordance with NLRED Electric Service Standards.

F. Meter Upgrades.
NLRED may, from time-to-time, upgrade or replace any meter at no expense to the Customer. Customers who do not want a meter upgrade, or want their service read using a particular type or style of meter, may submit a request for alternate metering to NLRED. The Customer must bear all costs associated with alternate metering.

G. Meter Base Inspection.
In addition to such other inspections as may be required, the meter base must be inspected prior to the installation or reinstallation of a meter. The Customer will be solely responsible for all inspection fees.

H. Temporary Meter.
Where a Customer's meter base is properly installed, the street address is openly displayed, and NLRED service lines are in place and no construction is required, NLRED will set a temporary single or three phase meter or reconnect an existing meter to provide temporary service.

I. Unauthorized Use of Electric Services.
Any person in possession of premises as owner, occupant or tenant who is found to have used unauthorized electric services shall be deemed to have deprived NLRED from recovering proper fees and payment for such service and shall be assessed unauthorized service fees in addition to all other remedies that may be available.

V. BILLING AND PAYMENT.

A. Bills.
Service shall be metered at each point of delivery and billed for each customer served. Bills will ordinarily be rendered at regularly monthly intervals and will include the period covered, the total amount owed, the factors used to determine the bill, and other useful information.

1. Due Date. Bills are rendered monthly and are due and payable within fourteen (14) calendar days after NLRED bill date.
2. Late Payments. In the event payment is not made within fourteen (14) days after the bill date, NLRED shall collect an additional 5% of the balance as a late payment charge. Service will be disconnected if payment is not received seven (7) days after the due date.

B. Temporary or Medical Payment Extension.
A Temporary or Medical Payment Extension is an agreement between NLRED and a Customer who requests to maintain electric service at a service location for five (5) business days beyond the disconnect date. The full amount due must be paid on or before the close of business on the extended due date. Any Customer who defaults on any extension agreement will not be eligible

for another extension for the remainder of the calendar year. No extension may be granted on any existing extension or on any account that has already been disconnected for non-payment.

A Customer may only request a Temporary or Medical Payment Extension on or before the close of business on the fifth business day following the due date of the bill to be extended. The Temporary or Medical Payment Extension may be requested by email, online, phone, or office visit.

C. Multiple Delivery Points.

Service provided to a single customer at multiple locations will not typically be combined for billing. However, service through multiple meters at a single location may be combined for billing at customer expense.

D. Unmetered Service.

Customers are required to pay all charges for electric service received regardless of whether service was properly metered. Bills not properly metered will be based upon estimated usage and applicable charges.

E. Meter Tests.

Meters are periodically tested for accuracy at no cost to the Customer. Customers may request meter testing by completing required forms and paying the Testing Fee. If the meter test fails, NLRED will refund the Testing Fee to the Customer. Billing errors resulting from inaccurate metering will be remedied as provided in subsection G, below.

F. Hardship.

The City Council of North Little Rock recognizes that customers are sometimes unable to pay their bills because of circumstances beyond their control and authorizes Central Arkansas Development Council (CADC) to administer and provide for the delivery of Home Energy Assistance "financial aid" to qualified low income electric customers.

G. Billing Errors.

On occasion, a Customer may be overcharged or undercharged as a result of an incorrect meter reading, incorrect application of the rate schedule, application of an incorrect multiplier, a malfunctioning meter, or for a variety of other reasons.

Overcharged amounts will be refunded to the Customer, and undercharged amounts will be billed to the customer. The refund or charge due to billing errors will cover a period of up to twelve (12) billing periods. Customers may pay undercharged amounts over a period of time that does not exceed twice the period billed.

H. Levelized Billing.

Levelized Billing is a voluntary program designed to generate a predictable monthly bill with minor variations based upon annual usage. It does not reduce the total annual bill, but will help Customers manage their monthly budgets.

1. An applicant must be a Customer for at least twelve consecutive billing periods at the same residence to qualify for the program.
2. Before enrolling in Levelized Billing the Customer's account must be paid in full.

3. Should a Levelized Billing Customer terminate service or be removed from the Levelized Billing program, any account balance will be due and payable within thirty (30) calendar days from the date of termination or removal.
4. Any Levelized Billing Customer who is disconnected for any reason will be removed from the Levelized Billing Program and must pay the entire amount due plus reconnect and/or collection fees prior to reconnection.
5. As a result of the deferred balance, Shut-off Notices will not be issued. Payment arrangements are NOT available to customers on Levelized Billing.
6. Timely monthly payments are required. Levelized Billing Customers who are delinquent in payment three times in any 12 month period will be removed from the Levelized Billing Program.
7. A Customer may be removed from the Levelized Billing Program for failing to adhere to the NLRED General Service Rules & Regulations.

I. Scheduled Due Date.

NLRED offers a scheduled billing program to assist customers whose financial welfare depends upon the receipt of set monthly income, such as Social Security, TEA, pension, child support payments, and the like.

Qualified customers electing to be placed on the scheduled billing program will be allowed to choose the most convenient billing cycle offered by NLRED. Penalties for late payment will still apply. Billing cycles may be changed no more than once annually.

J. Estimated Meter Reading.

Normally, all meters will be read each month. However, there may be occasions when it is impossible or impractical to read meters. When this occurs, meter reading will be estimated based upon the customer's typical usage. Errors in estimation will be corrected in subsequent billing cycles as accurately as possible.

VI. PREPAID PAYMENT PROGRAM

The North Little Rock Electric Department (NLRED) Prepaid program offers residential and some commercial customers the ability to have greater control of their account management. Under the program, customers prepay for service and may avoid paying security deposits. However, the customer is subject to immediate disconnection if account reaches or falls below a zero balance.
If disconnected, restoration of electric service will usually occur within minutes after an adequate payment has been made and confirmed, but nearly always within 4 hours unless factors outside of NLRED's control prevent reconnection.

A. Participation

1. The customer must be registered with NLRED's My Account and add their phone contact if they want to receive text messages regarding their prepaid account / balances. Registered customers are automatically enrolled into receiving prepaid notifications via Email and need to Opt-in into receiving texts.

2. The customer cannot be enrolled on our Levelized billing, Senior Citizen program, Preauthorized Payment (PAP), Electronic Fund Transfer (EFT), Net Metering, have a payment arrangement or a 320 amp service.
3. Prepaid participants will not receive a paper bill, but are able to view their bill and usage 24 hours/day, 7 days/week via https://nlrelectric.com/my-account/, the NLREDMobile application, or by calling 501-975-8889.

B. Enrollment

1. Customers must pay an initial minimum credit of $50 that will be used to fund the account. Thereafter the minimum credit payment will be $25.
2. Current customers with an account with a past due balance or with bad debt from prior accounts will be required to pay the outstanding account balance(s) prior to switching to Prepaid. However, if the customer is unable to pay the full amount owed, the customer may be given the opportunity to agree to a Prepaid Arrangement. (see Prepaid Arrangements below).

C. Transition to Post Pay/Traditional Billing (billed monthly after consumption)

1. Prepaid customers agree that if they wish to return to a traditional post-pay account they will be subject to the same deposit requirements for post-pay accounts. If a deposit is required, they must pay the deposit in order to return to post-pay.
2. If the customer has a remaining balance in the Payment Arrangement, the customer must also pay that balance before transitioning to post-pay.
3. If there is an outstanding credit on the account, the balance will be credited to the post-pay account.

D. Deposits

1. Deposits for Prepaid customers are not required.
2. When there is a deposit balance on the account, the deposit will first be applied to any arrears on the account. Any remaining deposit amount will then be applied to the customer's Prepaid account as a credit

E. Notifications

1. Prepaid customers have the sole responsibility for accessing and reviewing their account information. Prepaid account information is provided 24 hours/day, 7 days/week via https://nlrelectric.com/my-account/, the NLRED Mobile application, or by calling 1-501-975-8889.
2. Prepaid customers must maintain either email or SMS/text to receive alerts on their account. It is suggested that customer takes advantage of both types of alerts available to avoid a single point of communication failure.
3. It is the customer's responsibility to ensure that all phone numbers and e-mail addresses are up-to-date, accurate, and can be received by their device(s).
4. When choosing SMS/text as a communications method, the customer will be responsible for all SMS/text messaging charges.

F. Disconnects

1. Prepaid customers agree that their service may be disconnected when their account reaches or falls below a zero balance.
2. Service shall be disconnected 24 hours/day, 7 days/week.
3. Any tampering related activity will subject the account to immediate disconnection and any relevant fees must be paid before the service is reconnected.
4. Unless the customer closes the account, any Prepaid service which has been disconnected will continue to incur the customer charge. The account will be closed following ten (10) days of continuous disconnection. For the account to be reactivated the enrollment process applies per the Enrollment guidelines above.

G. Connects/Reconnects

1. A disconnected customer must pay an amount to establish a minimum credit of $25 before the account will be eligible for reconnect.
2. Most electric service connects/reconnects will usually occur within minutes after a payment has been made and confirmed, but nearly always within 4 hours unless factors outside of NLRED's control prevent reconnection. No customer notification will occur prior to reconnection.
3. The customer accepts all responsibility for the safety of the premise by ensuring that major equipment/appliances (i.e. loads) such as ovens, cook tops, water heaters, HVAC systems, etc. are turned off before making their payment to get connected.

H. Payment Plan/Calculations

1. A Prepaid customer's account balance will be recalculated and updated on a daily basis at 8:00am (365 days/year) and are billed at the appropriate rate schedule.
2. The daily billing includes the customer charge, energy consumption, any relevant charges associated with the account, and taxes

I. Payment Methods

1. NLRED accepts the following payment methods:
    a. Cash
    b. Credit/Debit card
    c. eCheck
2. Customer's may pay using the following channels:
    a. Mobile App
    b. Customer Portal (www.nlrelectric.com/my-account)
    c. Phone (501-975-8889)
    d. Cash Payments can be made at our Drive-thru during office hours or participating MoneyGram sites.
3. Customers making payments via mail remittance should be aware that delays in mail delivery and other issues, such as lost mail, may result in service disconnection.

J. Returned Items

In the event of a payment to a Prepaid account being returned from the financial institution, the amount of the original payment will be deducted from the customer's account balance along

with the applicable returned items fee. The immediate deduction of these funds could put the account in danger of disconnect due to the amount of the funds remaining after the deduction.

I. Prepaid Arrangements

1. A Prepaid Arrangement is available to existing customers with an outstanding balance and to previous customers having an unpaid final account.
2. Fifty percent (50%) of all payments will first be applied to the Prepaid Arrangement balance owed; the remaining 50% of the payment will be applied to the account.
3. A limit of $500 is the maximum amount allowed in the Prepaid Arrangement. If the amount owed by the customer is greater than $500 (net of any applied on-hand deposit), funds must be paid to bring the amount to the maximum cap amount.
4. Penalties cannot be included in the Prepaid Arrangement and must be paid in full.
5. Any outstanding balance in the Prepaid Arrangement must be paid in full before a customer can transition back to a post pay account.
6. Prepaid customers are not permitted to make other payment arrangements.

Appendix A: Glossary.

The following expressions when used in these General Service Rules & Regulations, in Rate Schedules, and in Service Agreements shall, unless otherwise indicated, have the meanings given below (other technical terms may be defined in the NLRED Electric Service Standards):

Account means the record of information held by NLRED related to a Customer.

City Attorney means the duly elected City Attorney for the City of North Little Rock or such attorney as may be appointed or employed to represent NLRED.

City Council means the group of persons elected to govern the activities of the City of North Little Rock, including NLRED, and to act as the regulating authority over NLRED.

Customer means a person, business or other entity who lawfully receives electric service from NLRED.

> *Residential Customer* means a person who receives electric service from NLRED at a permanent dwelling, or an authorized accessory building to a permanent dwelling, for one or more persons to live as a single, nonprofit housekeeping unit, and such incidental purposes as may be lawfully conducted.
>
> *Commercial Customer* and *Industrial Customer* mean a person or business who receives electric service from NLRED for non-residential use.

Customer's Installation means all wiring, appliances, and apparatus of any kind or nature connected to the NLRED distribution system on the Customer's side of the Point of Delivery (except NLRED's meter).

Deposit means cash, or other acceptable security, provided by the Customer to assure future payment as further described in these Rules and Regulations.

Elderly Customer means any residential customer aged 65 or older.

Electric Service Standards means the set of regulation adopted by the North Little Rock City Council through the approval of Ordinance No. 8738, as may be amended from time to time, or such ordinance intended to supersede Ordinance No. 8738. The NLRED Electric Service Standards can be found on our website at www.nlrelectric.com or you can request a copy by email at nlred-engineering@nlr.ar.gov.

General Manager means the person appointed by the Mayor to direct and supervise all operations of NLRED.

Handicapped Customer means a Customer who is certified to: (1) have a physical or mental impairment that substantially limits one or more major life activities, (2) have a history or record of such an impairment, or (3) be perceived by others as having such an impairment. Certification shall be provided by Physician, Licensed Psychologist, the US

Veterans Administration, the Social Security Administration, the Arkansas Department of Human Services, the Arkansas State Hospital, or a licensed mental health center.

Letter of Credit means a document, typically from a bank, on behalf of a Commercial or Industrial Customer, assuring that NLRED will receive payment up to the amount of the letter of credit. An acceptable Letter of Credit may be used as a Deposit.

Mayor means the duly elected Mayor of the City of North Little Rock, or such person as may be designated by appointment or delegation to act in place of the Mayor of North Little Rock.

Meter means the device or devices constituting the complete installation needed to measure the electricity supplied to any individual Customer at a single point of delivery.

Notice means a documented communication delivered: (1) in person; (2) through regular mail to the last known address: or (3) through such other method as may be agreed.

Point of Delivery (or Delivery Point) means the physical location at which electricity is provided for Customer use.

Rate means the amount charged to a Customer by NLRED for electricity according to the applicable tariff approved by the NLR City Council.

Surety Bond means a promise by a surety or guarantor to pay NLRED a certain amount if a Customer fails to meet some obligation owed to NLRED.

Appendix B: Service Fees.

This appendix provides a list of standardized fees for services that are frequently required by Customers. NLRED provides other products and services for customers at actual cost plus ten percent (10%).

Service Fees		
Late Payment Fee		5%
Return Check Fee		$25.00
After-Hours Connection Fee		$50.00
Reconnect Fee		$25.00
Reversal of Final Account	Fee to reverse a final account when electric service has already been disconnected and batched for billing.	$25.00
Customer Error Account Setup Move-In	Fee to customer for account resulting in electric service being setup for incorrect location.	$25.00
Unusual Service Maintenance	Fee to customer for excessive service requests. (Ex: Connect/disconnect of lighting more than once per year to avoid service costs,	$50.00
Meter Test Fee		$75
Meter Inspection Fee		$25.00
Manual Meter Reading Fee		$75
Credit Check Fee *Increased by 2.5% each year		$2.69
Unauthorized Use of Electric Service Fees		
Damaged/Unusable/Missing Meter Fee	Fee to recoup the cost of replacing a meter.	$250
Use of Unauthorized Meter Fee	Fee to recoup the cost of replacing a meter and relocate unauthorized meter.	$300
Usage from Illegal Restoration Fee	Fee to recover the cost of electricity consumed without payment.	Per Rate Sched.
Cut Seal Fee	Fee to locate and replace a meter seal that was cut without authorization.	$100
Bypassing or Tampering Meter Fee	Fee to inspect, test, repair and replace a tampered meter or meter box.	$500

Appendix C: Claim Management.

1. While performing official duties, NLRED employees may injure persons, damage property, or cause other financial loss. Any person incurring such loss may submit a claim for payment. Each claim will be received, investigated, and adjudicated in a fair and timely manner in accordance with state law. Even though NLRED is often immune from liability, proper processing of claims will equip leaders to identify and resolve systemic problems and maintain discipline within the workforce.
2. AUTHORITY. The NLRED General Manager is the Mayor's representative to approve or disapprove claims for payment made against NLRED, within the limits described below, consistent with Ark. Code Ann. 14-58-305.
    a. Extrajudicial Claims. Through the procedures in this ordinance, the NLRED General Manager is hereby authorized to pay a claim in an amount that is equal to or less than $20,000. Claims exceeding $20,000 require confirmation by City Council before payment may be made.
    b. Litigation Settlement. The Mayor is hereby authorized to pay a claim against NLRED in an amount that is equal to or less than $50,000 in order to settle a lawsuit when the NLRED General Manager, Finance Director and City Attorney agree that the amount of settlement is proper. Settlement agreements exceeding $50,000 require confirmation by City Council before payment may be made.
    c. Billing Errors. Claims based upon known billing errors may be resolved according to the amount of the error without submission to this claim management process, subject to other restrictions in these Rules.
    d. Appropriations. Claims may be paid from funds budgeted for NLRED according to the purpose most close ly related to the claim. If insufficient funds are available, an additional appropriation must be obtained before payment is made.
3. SUBMISSION OF CLAIM.
    a. Time. Any person may present a claim against NLRED within one year of the event that formed the basis of the claim.
    b. Form. Claims may only be submitted on standardized forms that contain, as a minimum, the following information:
        i. Name and contact information of the claimant;
        ii. The factual basis for the claim;
        iii. The amount of compensation claimed;
        iv. The signature of the claimant or guardian of the claimant; and
        v. Such other information as may be useful to the claimant.
    c. Delivery. Claims may be submitted using any lawful delivery method that results in actual receipt of the claim, including email and web-based portals. Upon receipt, all claims will be delivered to the NLRED General Manager as soon as possible.
4. INVESTIGATION. Every claim will be investigated.
    a. Investigator. The NLRED General Manager will assign a senior impartial employee to investigate the facts that form the basis of the claim. The investigation will take precedence over all other duties of the person so appointed.

b. Report. As soon as reasonably practicable, the investigator will submit a report to the NLRED General Manager on standardized forms containing the following information:
    i. The identity of persons interviewed;
    ii. The chronology of events related to the claim; and
    iii. A description of any policies, procedures, rules, or guidelines related to the claim.

5. LEGAL REVIEW. The Investigator will forward the claim and investigation report to the City Attorney for advice regarding legal liability. There is no requirement to tender legal advice in written form.
6. DETERMINATION. Based upon the claim, the investigative report, and the advice of legal counsel, the NLRED General Manager, may approve, partially approve, or deny a claim. No payment shall be made on any claim unless and until the claimant has executed appropriate documents releasing the City from further liability.
7. TIMELINESS. Claims should be processed within ninety (90) days from the day received.
8. RECORD KEEPING. NLRED will maintain records of claims for a period of four (4) years and report summarized information to City Council as requested.