

Membership

LCEC  
Liability

Customer  
Liability

Conditions  
of Service

Meter Reading  
& Billing

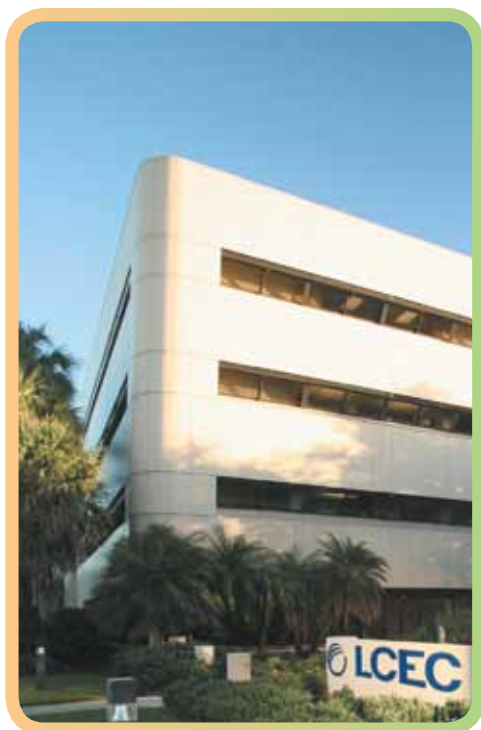
Collections-  
Delinquent  
Accounts

Fees & Deposits-  
Residential  
Accounts

Fees & Deposits-  
Commercial  
Accounts

Services  
Available  
to Customers

## Customer Guide



Established 1940



SEPTEMBER 2014

# Table of Contents

Membership

LCEC Liability

Customer Liability

Conditions of Service

Meter Reading & Billing

Collections-Delinquent Accounts

Fees & Deposits-Residential Accounts

Fees & Deposits-Commercial Accounts

Services Available to Customers

<b>Letter from the CEO .....</b>	<b>1</b>
<b>Customer Guide .....</b>	<b>2</b>
Power supply and Electric Service and Meter Requirements.....	3
<b>I. Membership .....</b>	<b>4</b>
A. Acceptance.....	4
B. Identity Security.....	4
C. Withdrawal of Membership.....	4
D. Membership Fee Refund .....	4
<b>II. LCEC Liability .....</b>	<b>5</b>
<b>III. Customer Liability .....</b>	<b>6</b>
A. Damaged Equipment .....	6
B. Right of Access .....	6
C. Security Lighting Service.....	6
<b>IV. Conditions of Service .....</b>	<b>7</b>
A. Planned Interruptions.....	7
B. Interruption Due to Emergencies or Power Supplier Interruptions.....	7
C. Meter Location .....	7
D. Maintenance Responsibility .....	7
E. Customer Electrical Facility Work Prohibited .....	7
F. Point of Delivery .....	7
G. Relocation of LCEC Facilities for Convenience of Customer .....	8
H. Inspection .....	8
I. Disconnection of Service – Immediate .....	8
J. Discontinuance of Service .....	8
K. Tampering With Meters and Other LCEC Property.....	9
L. Life Support Service Program.....	9
M. Reporting Outages .....	10
<b>V. Meter Reading and Billing .....</b>	<b>11</b>
A. Meter Reading .....	11
B. Billing and Payment of Bills .....	11
C. Billing for Service Availability.....	11
D. Billing and Meter Errors.....	11
E. Payment During Potential Billing Error Investigation .....	11

<b>VI. Collections – Delinquent Accounts .....</b>	<b>12</b>
A. Billing/Payment Process.....	12
B. Collection Activities.....	12
C. Returned/Rejected Payments.....	12
<b>VII. Fees and Deposits – Residential Accounts .....</b>	<b>13</b>
A. Standard Fee Amounts .....	13
B. Late Payment Fees .....	13
C. Residential Deposits–General.....	13
D. Residential Deposit Amounts .....	14
E. Refund/Waiver of Deposits to Customers With Established Credit History.....	14
F. Letters of Credit .....	15
G. Deposit Exception for Multiple Residential Accounts.....	15
H. Deposit Required After an Account Becomes Delinquent.....	15
I. Bankruptcies .....	15
<b>VIII. Fees and Deposits – Commercial Accounts .....</b>	<b>16</b>
A. Standard Fee Amounts.....	16
B. Late-Payment Fees.....	16
C. Commercial Deposits - General .....	16
D. Commercial Deposit Amounts .....	17
E. Surety Bond in Lieu of Deposit.....	17
F. Deposit Required After an Account Becomes Delinquent.....	18
G. Bankruptcies .....	18
<b>IX. Services Available to Customers .....</b>	<b>19</b>



Membership

LCEC  
Liability

Customer  
Liability

Conditions  
of Service

Meter Reading  
& Billing

Collections-  
Delinquent  
Accounts

Fees & Deposits-  
Residential  
Accounts

Fees & Deposits-  
Commercial  
Accounts

Services  
Available  
to Customers



**Dennie Hamilton, EVP and CEO**

This customer guide provides helpful information regarding your LCEC membership. There is additional information available throughout [www.lcec.net](http://www.lcec.net) and in your monthly customer newsletter, LCEC News. We encourage you to take advantage of the many benefits your membership provides such as online energy tools, free energy surveys, multiple payment options and ongoing energy-related information.

The LCEC Customer Guide is meant to serve as a general reference and should not be used as a legal reference or a complete statement of the policies and procedures of the business. This guide is not intended to be all-inclusive and is not a substitute for direct communication between the customer and LCEC. Direct communication is essential to mutually understanding your service needs.

## Welcome to LCEC

LCEC reserves the right to make changes to the Customer Guide at any time. Please make sure you have the latest version available.

For further details regarding content of this document please click any of the blue hyperlinks found throughout the document.

*When you began electric service with LCEC, you became a member of one of the 10 largest electric distribution cooperatives in the United States. LCEC was incorporated in 1940 with 15 miles of energized line and has grown to more than 8,000 miles of line over the last seven decades. We are proud of the fact that our solid, integrated business plan is focused on providing reliable, cost-effective, reasonably priced electric service. We put a great deal of effort into this plan and work hard to make sure that employees within the organization, no matter where they work and what they do, have a clear understanding of what we are in business to accomplish. Our core values—safety; quality service; commitment to integrity, diversity and respect; teamwork; accountability; and energizing the community—help to guide us in operating the business.*

*LCEC is governed by a ten-member board of trustees and is subject to several regulatory jurisdictions including Florida State law, the North American Electric Reliability Council (NERC) and the Federal Energy Regulatory Commission (FERC). The Florida Public Service Commission (FPSC) also has limited jurisdiction over LCEC. Although the FPSC does not set the level of our base rates, it does have jurisdiction over the structure of rates and the territory we serve, as well as our reporting, conservation, service reliability and other items. In many cases, LCEC voluntarily complies with requirements the FPSC applies to investor-owned utilities.*

*The Board of Trustees, made up of LCEC members, sets policy, has financial oversight and provides direction to the leadership team and employees who operate the day-to-day business of delivering electric service. For more than 70 years, LCEC has been the people, power and possibilities that have served the electric needs of its members. Take a few minutes to review this handbook and our website; we think you will be proud to be a member of LCEC.*

Sincerely,  
Dennie Hamilton  
Executive Vice President and  
Chief Executive Officer

## Customer Guide

LCEC is one of the largest electric cooperatives in the nation, with more than 8,000 miles of distribution and transmission lines. Cooperative membership is open to all residents within the LCEC service territory.

LCEC is also one of the largest employers in Lee County, with approximately 400 employees. The organization is very involved in local communities through support of agencies such as United Way, American Heart Association, American Cancer Society, Habitat for Humanity, Chambers of Commerce, Junior Achievement, school districts and multiple civic groups. LCEC also maintains a delicate balance with the environment through recycling efforts, partnerships with environmental agencies and protecting precious wildlife.

The founding visionaries who built LCEC from the ground up were determined to grow an organization with a heart and a conscience. That idealism has not disappeared with time. Since 1940, LCEC employees, guided by the Board of Trustees, have made a supreme effort to balance fiscal responsibility with the goal of improving the lives of those whom they serve. The LCEC organization remains committed to conducting business with a high level of integrity and in an ethical and responsible manner.

The members of the LCEC Board of Trustees are LCEC customers and are elected by the entire customer base. The 10-member Board represents all walks of life, and members reside in communities and neighborhoods throughout the LCEC service territory. They demonstrate veracity and principles in their professional and personal lives and contribute to the organization's diversity in terms of background and business experience. The Board takes great responsibility in setting policy and procedures and maintaining financial strength while supporting employees who run the day-to-day operations of the utility. The Board supports staff in their efforts to meet customers' needs.

Equity capital is allocated to customers annually if revenues exceed expenses. Each month, the LCEC Board of Trustees, CEO and leadership team review the financial condition of the utility. Once a year, the Board reviews the overall fiscal status of LCEC and determines if a portion of the equity capital can be distributed to customers. Distributions may be paid either by check or as a credit applied to the customer's bill. Collectively, LCEC customers have received more than \$200 million worth of equity over the years.



LCEC is an electric distribution cooperative headquartered in North Fort Myers, Florida, providing electric power to customers in Lee, Collier, Hendry, Charlotte and Broward Counties. The service territory includes Cape Coral, North Fort Myers, Marco Island, Sanibel and Captiva Islands, Pine Island, Everglades City, Immokalee, Ave Maria and parts of Lehigh Acres.

- Membership
- LCEC Liability
- Customer Liability
- Conditions of Service
- Meter Reading & Billing
- Collections-Delinquent Accounts
- Fees & Deposits-Residential Accounts
- Fees & Deposits-Commercial Accounts
- Services Available to Customers

Membership

## Power Supply

In 2010, LCEC began purchasing a portion of its power supply from Florida Power and Light (FPL). FPL is the principal subsidiary of NextEra Energy Inc. (NEE), formerly known as FPL Group, Inc. FPL generation includes the Fort Myers Energy Center, which produces more than 2,400 megawatts of electricity from state-of-the-art natural-gas-fired generating units, and its generation mix is comprised of additional fuel sources such as nuclear, coal, and solar facilities. NextEra Energy’s research and development programs continue to focus on emerging energy technologies, including renewable energy, and the company currently uses renewable resources as part of its energy mix. Beginning in 2014, all power to meet LCEC customer needs is sourced from FPL.

LCEC Liability

Customer Liability

Conditions of Service

Meter Reading & Billing

## Electric Service and Meter Requirements

The LCEC Electric Service and Meter Requirements (ESMR) handbook acquaints customers and agents with the requirements for installing, replacing and maintaining electric service and metering equipment.

Collections-Delinquent Accounts

Fees & Deposits-Residential Accounts

The ESMR handbook includes requirements for residential, commercial and industrial metered services and is dependent on the LCEC Tariff, which is amended from time to time and filed with the Florida Public Service Commission. Additionally, requirements are dependent on the Florida Administrative Code as it pertains to electric utilities, and on the provisions of the current edition of the National Electrical Safety Code. The handbook also supports the requirements of the National Fire Protection Association, National Safety Codes and the codes of the state, county and municipal authorities.

Fees & Deposits-Commercial Accounts

Services Available to Customers



The transmission and distribution system carries electricity from LCEC power suppliers to customers.

LCEC is aggressive in managing the base rates, which is the portion of the customer bill that LCEC directly controls. Wholesale power costs are treated as a pass-through to customers and do not generate margins.

Membership

LCEC  
Liability

Customer  
Liability

Conditions  
of Service

Meter Reading  
& Billing

Collections-  
Delinquent  
Accounts

Fees & Deposits-  
Residential  
Accounts

Fees & Deposits-  
Commercial  
Accounts

Services  
Available  
to Customers



LCEC employees are on call 24 hours a day, seven days a week, to ensure reliable electric service. During major outages, the focus is on restoring power as quickly and safely as possible. The LCEC goal is to provide reliable service at competitive rates with quality customer service.

When a customer's account location is in an area where electrical inspection laws or ordinances are in effect, LCEC will not install new electric service until the inspection is confirmed.

# I. Membership

## A. Acceptance

Upon initial application for service, a one-time membership fee of \$5 will be charged. In addition, for each LCEC electrical connection, customers must have paid necessary deposits, connection fees, line extension or other fees and charges that may be required. A customer may have more than one electrical connection, but only one membership fee is required. By paying the membership fee, customers agree to follow LCEC's Corporate Bylaws and also earn the right to vote. Customers with multiple meters will be billed on a single account. More information about membership is included in the LCEC Corporate Bylaws.

## B. Identity Security

For the protection of customers, LCEC has implemented extra security measures and requires additional information to help guard customer identity. This is in accordance with the Red Flag legislation set forth by the Fair and Accurate Credit Transactions Act (FACTA). LCEC requires a valid social security number or passport in order to connect service. This identifier remains on the account and may be used to verify the customer's identity on future inquiries. Commercial accounts with commercial names require an active document number and FEI number.

## C. Withdrawal of Membership

LCEC membership may be withdrawn by verbal or written request when the customer contacts LCEC to stop service. Upon withdrawal, the membership fee will be returned less any indebtedness due LCEC for electric energy and other accrued charges. When LCEC membership ceases, terminates or becomes inactive, the customer's right to vote as an LCEC member will also cease and terminate.

## D. Membership Fee Refund

The membership fee will be returned to the customer on the closing bill.

Membership

LCEC Liability

Customer Liability

Conditions of Service

Meter Reading & Billing

Collections-Delinquent Accounts

Fees & Deposits-Residential Accounts

Fees & Deposits-Commercial Accounts

Services Available to Customers

## II. LCEC Liability

LCEC is focused on providing reliable electric service to customers. LCEC is not responsible for damages resulting from forces beyond the reasonable control of LCEC such as power outages, voltage fluctuations, damage by third parties, weather-related conditions, or interruptions of service required to prevent damage to the electric system. Although LCEC does not guarantee continuous service at all times, exceptional efforts are made to restore service interruptions promptly, and to maintain electric facilities with minimal inconvenience to customers.

Unless otherwise provided in a contract between LCEC and the customer, the point at which service is delivered by LCEC to the customer is known as the “delivery point” and is the point at which the customer’s facilities are connected to LCEC facilities. LCEC is not liable for any loss, injury or damage resulting from the customer’s use of customer-owned equipment or by the energy furnished by LCEC beyond the delivery point.

The customer will provide and maintain suitable protective devices on customer-owned equipment to prevent any loss, injury or damage that might result from operational conditions or any other fluctuation or irregularity in the supply of energy. LCEC will not be liable for any loss, injury or damage resulting from an operational condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by the use of such protective devices.



Distributing reliable, cost-competitive electricity is the core business of LCEC. Planning, maintenance, vegetation management, construction and use of technology ensure the electric system is ready to meet the needs of customers. Long-range system planning helps to proactively determine infrastructure needs.

LCEC does not install or repair customer-owned wiring on customer property. Therefore, LCEC does not assume responsibility or liability for the condition of wires, equipment or facilities not owned by LCEC.

## III. Customer Liability

Membership

LCEC  
Liability

Customer  
Liability

Conditions  
of Service

Meter Reading  
& Billing

Collections-  
Delinquent  
Accounts

Fees & Deposits-  
Residential  
Accounts

Fees & Deposits-  
Commercial  
Accounts

Services  
Available  
to Customers



Customers have a responsibility to protect LCEC equipment located on their property and should not interfere with, alter or permit interference with meters or other electric facilities except by duly authorized representatives of LCEC.

### A. Damaged Equipment

In the event LCEC property is damaged or destroyed due to the misuse or negligence of a customer, the cost of necessary repairs or replacement is the responsibility of the customer.

### B. Right of Access

LCEC has the right to enter the premises of the customer for the purpose of vegetation management; installing, inspecting, reading, removing, testing, replacing or otherwise disposing of its equipment and property; and entire removal of LCEC property in the event of the termination of service for any cause. LCEC employees and contractors will, upon request, show credentials and state the reason for requiring access.

Upon cancellation of membership/service, LCEC must have clear access to the meter at all times. If LCEC cannot access the meter, service will remain active, and usage will continue to be billed to the customer until LCEC has access to the meter.

### C. Security Lighting Service

The customer will maintain lighting service for a minimum term of 10 years from the commencement of service or as provided by the applicable LCEC Lighting Agreement. The Agreement will be for a term of 10 years from the date of initiation of service and, except as provided, will extend for five-year periods from the expiration of the initial 10-year term or from the expiration of any extension of the agreement. Initiation of service is defined as the date the first light is energized and billing begins, not the date of the Agreement. The Agreement will automatically be extended unless either party provides written notice of its desire to terminate the Agreement. The written notice must be by certified mail not less than 90 days before the expiration of the initial 10-year term or extension.

Customer wiring installation is subject to compliance with the National Electric Safety Code and local codes to ensure safe work practices.



Membership

LCEC Liability

Customer Liability

Conditions of Service

Meter Reading & Billing

Collections-Delinquent Accounts

Fees & Deposits-Residential Accounts

Fees & Deposits-Commercial Accounts

Services Available to Customers

## IV. Conditions of Service

### A. Planned Interruptions

When possible, LCEC will notify customers three days in advance of planned interruptions of service extending one hour or more on any line where service is interrupted for the purpose of making changes or repairs to the line.

### B. Interruption Due to Emergencies or Power Supplier Interruptions

Advance notification of outages does not apply to any interruption caused by storms or other causes LCEC cannot control. Interruption of service caused by power supplier failures is not considered the responsibility of LCEC. However, LCEC will work closely with suppliers to keep customers informed in the event of an extended outage.

### C. Meter Location

LCEC will not locate a meter at an inside location. All meter locations will be determined by an authorized LCEC employee so that equipment is located as close to electric facilities as possible. LCEC will make the final determination in the location of the service/meter.

### D. Maintenance Responsibility

LCEC is responsible for the maintenance of its facilities, including the meter. The customer is responsible for maintenance of the portion of the service from the meter can, through the weatherhead, including all associated vegetation management.

### E. Customer Electrical Facility Work Prohibited

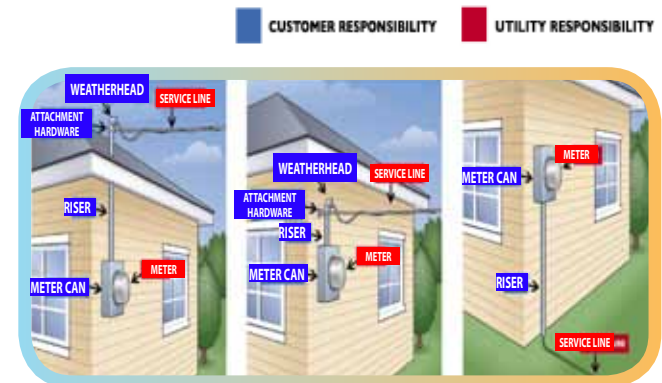
LCEC employees are not authorized to perform any wiring inside the home or business, installation of electric facilities, or any other work related to internal wiring or installation on the premises of a customer unless the LCEC employee is instructed by his supervisor to do so, or in support of an LCEC product or service.

### F. Point of Delivery

Under normal situations, the meter is the connection point between LCEC and the customer. When a customer requests that energy be delivered at a point or in a manner other than that designated by LCEC and the request is granted, the customer is responsible for paying the additional cost of service.

## Who is responsible for fixing what?

If your electrical components are damaged, you may be responsible for repairs. Identify your type of service connection below to learn what your responsibilities are.



There are several pieces of equipment that work together to bring power into your home. When an element needs to be fixed, some equipment is maintained by LCEC and some parts are the responsibility of the customer. Please note that some underground service lines are owned by the customer.

Membership

LCEC  
Liability

Customer  
Liability

Conditions  
of Service

Meter Reading  
& Billing

Collections-  
Delinquent  
Accounts

Fees & Deposits-  
Residential  
Accounts

Fees & Deposits-  
Commercial  
Accounts

Services  
Available  
to Customers



Prior to being energized, electric facilities must comply with the National Electrical Code and any local regulations that may apply.

**If an account is disconnected for nonpayment, the full past-due balance must be paid prior to reconnection of service. It may take up to one business day to reconnect after payment is received by LCEC.**

## G. Relocation of LCEC Facilities for Convenience of Customer

Anytime LCEC facilities located on a premise or right-of-way are relocated solely for the convenience of the customer or government entity, the total cost for the relocation will typically be paid by the customer.

## H. Inspection

When a customer's account location is located in an area where electrical inspection laws or ordinances are in effect, LCEC will not install new electric service until the inspection is confirmed. Once LCEC receives evidence that the electrical inspection laws or ordinances have been met, service installation will proceed. No responsibility will accrue to LCEC because of any waiver of these requirements. LCEC has the right to request an inspection at any time if an LCEC employee determines that an unsafe condition exists.

## I. Disconnection of Service – Immediate

LCEC may exercise the right to discontinue electric service to any customer without notice for any of the following reasons:

1. Fraudulent representation as to the use or name associated with the electric service
2. Tamper or physical intrusion into a meter, including cutting of meter seal
3. Lack of access to the meter, whether due to customer refusal, obstructions or hazardous conditions
4. Discovery of defects or hazardous conditions of customer-owned equipment or installation
5. For repairs or emergency operations
6. If disconnection is necessary to protect LCEC from fraud or abuse
7. Upon the order of a law enforcement officer for public safety or law enforcement purposes

## J. Discontinuance of Service

LCEC may exercise the right to discontinue service for the following reasons:

1. Nonpayment of bill
2. When rules and policies of LCEC are violated

Membership

LCEC Liability

Customer Liability

Conditions of Service

Meter Reading & Billing

Collections-Delinquent Accounts

Fees & Deposits-Residential Accounts

Fees & Deposits-Commercial Accounts

Services Available to Customers

## K. Tampering With Meters and Other LCEC Property

All customers share in the cost of theft of electricity. Efforts to reduce the cost are important, but more importantly, safety is at stake. Those tampering with a meter put themselves and others in grave danger.

LCEC may thoroughly investigate any and all complaints or incidents where any person or persons may have tampered with meters and/or other LCEC equipment or property. If LCEC determines that such tampering did occur, service to that customer may be immediately discontinued, and the associated account holder will be required to pay associated fees and charges.

Each account holder will be responsible for any tampering, interference, or broken seals associated with meters or other LCEC equipment installed on the customer's premises. No one except LCEC representatives is authorized to make internal or external adjustments to any meter or any other facility that is LCEC property.

Information gathered in an investigation will be reviewed, and a determination will be made as to whether the actions warrant notifying legal authorities. Charges may be brought against the offending party, and prosecution may follow. Other persons charged with the offense of destroying or tampering with LCEC property may also be prosecuted in the same manner. In cases where the incident may be a violation of federal law, the United States District Attorney will be notified.

## L. Life Support Service Program

The Life Support Service (LSS) Program is designed for residential customers whose electric service is medically essential, as certified by a licensed physician.

**The LSS program does not guarantee uninterrupted service or preclude customers from payment of their electric bills. Customers are responsible for backup equipment/power supply and a planned course of action in the event of power outages.**

When appropriate, the LSS program offers qualifying customers special notification prior to disconnection of service for nonpayment so customers can secure funds or make necessary arrangements.

Customers eligible to participate in the program should contact LCEC to request an application and a Physician's Certification Form. Customers are responsible for contacting their physicians for annual recertification once accepted in the program.



LCEC knows how important reliable electric service is to our customers, especially those using life-support devices. Please have an alternate plan in place to ensure the continuity of life-support needs in case an interruption of power occurs.

**Meter cheaters hurt everyone! LCEC utilizes automated meters to help detect fraud, and field employees watch for suspicious circumstances. Customers can also report cases of potential meter theft at**  
<http://lcec.net/my-home/electric-service/report-energy-theft>

Membership

LCEC  
Liability

Customer  
Liability

Conditions  
of Service

Meter Reading  
& Billing

Collections-  
Delinquent  
Accounts

Fees & Deposits-  
Residential  
Accounts

Fees & Deposits-  
Commercial  
Accounts

Services  
Available  
to Customers



Power blinks can occur when a tree branch, animal or debris contacts the power line and a protective device operates properly. This line protection helps to protect electric facilities and avoid a lengthy outage.

## M. Reporting Outages

Although LCEC works year-round to prevent electric service from being disrupted, it happens on occasion. We recognize and regret the inconvenience an outage causes, so we work to restore power as quickly and safely as possible. LCEC employees are on call 24 hours a day to respond when needed. When an outage does occur, we ask that you help us to restore power with minimal delay by following the procedures below:

1. Check your fuse box or breaker panel. A blown fuse or tripped breaker can be the cause of a loss of electricity.
2. If your fuses or circuit breakers are fine, try to check with a neighbor to see if electricity is also off at their location.
3. Call LCEC at **239-656-2300** or **1-800-599-2356** and follow the prompts to report the outage. **If your phone number is on file** you will find reporting an outage to be quick and easy.
4. When a representative answers your call, be prepared to report the name and address in which your account is listed.
5. If the outage is causing a life-threatening situation, such as downed power lines, please call 911.

When using a portable generator, use the proper safety precautions to ensure crews, family and neighbors remain safe.

Membership

LCEC  
Liability

Customer  
Liability

Conditions  
of Service

Meter Reading  
& Billing

Collections-  
Delinquent  
Accounts

Fees & Deposits-  
Residential  
Accounts

Fees & Deposits-  
Commercial  
Accounts

Services  
Available  
to Customers

## V. Meter Reading and Billing

### A. Meter Reading

All meters are read by remote meter reading technology. Meters can be tested if, after thorough review of meter read history by LCEC, there is evidence of improper registration or reading.

It is the customer's responsibility to see that no hazards or impediments exist to prevent LCEC field staff from safely accessing the meter.

### B. Billing and Payment of Bills

All electric accounts are billed monthly. Neither rates nor bills will be discounted. Bills are due and payable by the due date shown on the bill. Bills not paid by the due date are subject to a late fee and additional deposit and could lead to disconnection of service. Bills are payable in US funds and through a multitude of designated LCEC payment options. The billing period covers usage from the last billed meter reading date to the current meter reading date or until receipt of notice from the customer to disconnect or upon disconnection by LCEC for breach of rules. In the event that LCEC is unable to obtain an actual read, by fault of either LCEC or the customer, a bill may be estimated. Once a meter reading is received, the bill will be adjusted to reflect actual usage.

### C. Billing for Service Availability

The customer is required to pay the applicable monthly customer charge for electric service as long as service remains active. In the event of fire, flood or other natural disaster, a service agreement will remain active and LCEC will continue to bill the customer unless requested by the customer to discontinue service.

### D. Billing and Meter Errors

When a potential billing error has been identified, LCEC will investigate and process corrections as needed.

### E. Payment During Potential Billing Error Investigation

Customers should continue to submit a monthly payment that is equal to the prior month's balance due. Any additional amount due or credit will be reconciled once the investigation is complete.



The energy usage information collected by LCEC automated meters allows customers to make decisions about reducing their energy usage. These automated meters help to restore outages quickly, help the environment and help customers save energy and money!

While it is impossible to prevent errors completely, LCEC will research issues to make them right and correct the cause of errors to ensure they do not happen again.

Membership

LCEC  
Liability

Customer  
Liability

Conditions  
of Service

Meter Reading  
& Billing

Collections-  
Delinquent  
Accounts

Fees & Deposits-  
Residential  
Accounts

Fees & Deposits-  
Commercial  
Accounts

Services  
Available  
to Customers



LCEC has many authorized pay stations throughout the service territory. Customers can pay by cash, check, money order, cashier's check and traveler's check, and payments made before 8:00 p.m. are posted to the account in approximately 30 minutes.

The billing period covers usage from the last billed meter reading date to the current meter reading date or until the customer requests disconnection or LCEC disconnects for breach of rules.

## VI. Collections – Delinquent Accounts

### A. Billing/Payment Process

A monthly bill is a statement of all charges made by LCEC such as electric usage, applicable taxes required by law, accrued late payment fees, deposits and other charges. The bill is the first notice that payment is due. Additional notices may be made in writing or via phone message if payment is not received by the due date shown on the original bill. Regulations prohibit phone messages to cell phones. When electric service has been disconnected due to nonpayment, service will not be reconnected until the past-due amount and all fees and charges have been paid. Various disconnect fees will apply.

### B. Collection Activities

The LCEC collection process is a series of events focused on ensuring payment is received for service used. In order to maintain reasonable rates for all customers, LCEC makes every effort to collect the costs of service that have been incurred in delivery of products/service to the customer. The collection process includes various steps based on the status of debt recovery on an active or inactive account.

In the event that a balance remains unpaid on an inactive account after security deposit amounts have been applied, LCEC reserves the right to begin collection activities. These activities may include transferring balances, referral to a credit agency or third-party collection agency, and/or legal action.

LCEC reserves the right to apply a customer's equity to unpaid final bills after termination of service.

### C. Returned/Rejected Payments

If a customer pays their electric bill or other obligation owed to LCEC with a check, bank draft, credit or debit card, electronic funds transfer, or any other item that is subsequently returned to LCEC unpaid, LCEC may charge the payment due back to the customer's account plus a service charge not to exceed amounts set forth in Florida statutes. LCEC will give notice to the customer that the item was returned, including the amount charged back plus any service charge and any other requirements to ensure continuous service.

## VII. Fees and Deposits – Residential Accounts

### A. Standard Fee Amounts

All applicants for service at an existing location will be required to pay a nonrefundable connect fee. New applicants for service at an existing location will also be required to pay a one-time membership fee of \$5. The membership fee is refundable upon termination of service and after full payment of all amounts owed to LCEC.

### B. Late Payment Fees

A customer may be assessed a late fee for payments not received by the due date shown on the bill.

### C. Residential Deposits – General

The LCEC deposit policy is designed to protect the interests of all customers.

All customers are subject to the rules of the LCEC credit-based security deposit policy. LCEC will use available resources and technologies (including credit reporting agencies) to determine identity and assess credit risk at the point of application. A security deposit will be waived for customers who can clearly demonstrate no credit risk through a national credit reporting agency report and/or excellent LCEC payment history.

A security deposit is not an advance payment of an electric bill. Payment of a security deposit may be required prior to connection or reconnection. Because two months of electricity is typically used before service is disconnected in a nonpayment situation, the industry standard of two months' worth of electric service cost is used as a standard deposit amount for residential customers. A deposit will only be returned after 12 consecutive months of on-time payments and cannot be transferred to another account.

- Deposits must be paid prior to the time electricity is used.
- Upon termination of service, the deposit will be applied against any unpaid bills owed by the customer.
- Any remaining balance will be returned to the customer.



A customer who does not pay for electricity will have used more than two months' worth of electricity prior to disconnection for nonpayment. Deposits are set to cover an average of two months of usage.

**Electricity is used before it is paid for. Either a good credit history or a deposit for service ensures associated costs will be paid responsibly.**

Membership

LCEC  
Liability

Customer  
Liability

Conditions  
of Service

Meter Reading  
& Billing

Collections-  
Delinquent  
Accounts

Fees & Deposits-  
Residential  
Accounts

Fees & Deposits-  
Commercial  
Accounts

Services  
Available  
to Customers



A deposit may be required if a history of late payments, missed payments, returned checks or service disconnection due to nonpayment develops.

The LCEC deposit policy is designed to protect the interests of all members.

## D. Residential Deposit Amounts

All residential accounts are subject to periodic review based on actual experience with the customer. A security deposit may be required or an existing deposit may be adjusted to reflect the actual energy usage, billing experience and payment history of the customer. Applicants who pose no credit risk will not be charged an initial security deposit. This is determined by a credit reporting agency.

In determining a deposit, LCEC will consider the status of the applicant.

## E. Refund/Waiver of Deposits to Customers With Established Credit History

Deposits reduce the need to borrow funds from lenders that charge interest. In order to keep operating costs for all customers lower and because no interest is being earned by LCEC on customer deposits, interest is not paid to customers.

Residential customers may establish credit and receive a return/waiver of their security deposit by one of the following methods:

- Customers who maintain a payment history with LCEC indicating no credit infractions for 12 consecutive months and have a satisfactory LCEC credit history will receive a return of their deposit. Credit infractions occur when payment is received past the due date, a payment is not honored by the funding institution, a meter is tampered with, or an LCEC bad-debt write-off history is found.
- Customers who have established a satisfactory credit history, verified through a credit reporting service selected by LCEC, are eligible for waiver of their initial deposit.
- Deposits are not transferable from one account to another.
- A customer may not be eligible for a deposit return if the customer left LCEC with an unpaid debt in the past.



Membership

## F. Letters of Credit

LCEC will not accept a letter of credit in lieu of credit screening. LCEC does not base deposit decisions on credit evaluations or letters of credit from another utility.

LCEC  
Liability

## G. Deposit Exception for Multiple Residential Accounts

A customer who is presently receiving electric service from LCEC, has not had any credit infractions for 12 consecutive months, and has established a satisfactory LCEC credit history may apply for additional service without the necessity of being charged a security deposit for additional service.

Customer  
Liability

Conditions  
of Service

## H. Deposit Required After an Account Becomes Delinquent

An existing account without a security deposit will be charged a deposit if a record of delinquent payments is established. Late payments, disconnections for nonpayment, returned checks/ payments, and bad-debt write-offs all contribute to the potential that a security deposit will be required. Accounts that have an existing deposit may be assessed an additional deposit if the average bill increases substantially. Additional or new security deposits on existing accounts are billed in three monthly installments. Each month, the entire bill is due and payable by the due date. Failure to pay the entire bill each month may result in termination of service and additional fees and charges.

Meter Reading  
& Billing

Collections-  
Delinquent  
Accounts

Fees & Deposits-  
Residential  
Accounts

## I. Bankruptcies

Customers who list LCEC as a debtor in a bankruptcy will be required to pay a security deposit to open a new account.

Fees & Deposits-  
Commercial  
Accounts

Services  
Available  
to Customers



By securing an account with a deposit, LCEC is able to continue to provide reliable electricity to all customers and keep rates stable by avoiding bad debt expenses.

To avoid additional deposits or late fees, customers may utilize one of the many convenient LCEC payment options, including AutoPay, QuickPay and Pay by Phone.

Membership

LCEC  
Liability

Customer  
Liability

Conditions  
of Service

Meter Reading  
& Billing

Collections-  
Delinquent  
Accounts

Fees & Deposits-  
Residential  
Accounts

Fees & Deposits-  
Commercial  
Accounts

Services  
Available  
to Customers



The LCEC deposit policy is designed to protect the interests of all customers.

An application for service can be made online at [www.lcec.net](http://www.lcec.net) or by calling 239-656-2300 or 800-599-2356.

# VIII. Fees and Deposits – Commercial Accounts

## A. Standard Fee Amounts

New applicants for service at an existing location are required to pay a membership fee of \$5 and a nonrefundable connect fee. The membership fee is refundable upon termination of service and after full payment of all amounts owed to LCEC.

## B. Late-Payment Fees

A customer may be assessed a late fee for payments not posted to your LCEC account by the due date shown on the bill.

## C. Commercial Deposits – General

All customers are subject to the rules of the LCEC security deposit policy. LCEC will use available resources and technologies (including credit reporting agencies) to determine identity and assess credit risk at the point of application.

The LCEC policy requires a security deposit sufficient to reasonably protect LCEC and its customers against financial loss. Commercial account customers are subject to the following provisions:

- Deposits are required to be paid by the due date on the first bill.
- Commercial accounts that have been established for 24 months, maintain a payment history with LCEC indicating no credit infractions for 12 consecutive months, and have a satisfactory LCEC credit history will receive a return of their deposit. Credit infractions occur when payment is received past the due date, a payment is not honored by the funding institution, a meter is tampered with, or an LCEC bad-debt write-off history is found.
- Deposits are not transferable from one account to another. Upon termination of service, the deposit will be applied against any unpaid bills owed by the customer.
- Any remaining balance will be returned to the customer.

All commercial deposits are subject to periodic review based on actual experience. The amount of the deposit may be adjusted to reflect the actual energy usage, billing experience and the payment habits of the customer.

Membership

## D. Commercial Deposit Amounts

LCEC will consider the status of the applicant to determine the security deposit amount.

LCEC  
Liability

## E. Surety Bond in Lieu of Deposit

LCEC partners with a third-party insurance agent and can process a surety bond request directly over the phone or online. Accounts that have an existing surety bond may be assessed an additional cash deposit if the average bill increases substantially.

Customer  
Liability

Conditions  
of Service

Meter Reading  
& Billing

Collections-  
Delinquent  
Accounts

Fees & Deposits-  
Residential  
Accounts

Fees & Deposits-  
Commercial  
Accounts

Services  
Available  
to Customers



The initial deposit is due when the account is opened. Commercial deposits can be cash or a surety bond.

The name on a surety bond must match the name on the account.

Membership

LCEC  
Liability

Customer  
Liability

Conditions  
of Service

Meter Reading  
& Billing

Collections-  
Delinquent  
Accounts

Fees & Deposits-  
Residential  
Accounts

Fees & Deposits-  
Commercial  
Accounts

Services  
Available  
to Customers



New builders will automatically be assessed an initial deposit of \$1,000 for the first 10 properties and \$100 for each additional property.

## F. Deposit Required After an Account Becomes Delinquent

An existing account with no deposit will be charged a deposit if a record of delinquent payments is established. Late payments, disconnections for nonpayment, returned checks/payments, and bad-debt write-offs all contribute to the potential that a security deposit will be required. Accounts that already have a deposit may be assessed an additional deposit if the average bill increases substantially. Additional or new deposits on existing accounts are billed in three monthly installments. Each month, the entire bill is due and payable by the due date. Failure to pay the entire bill each month may result in termination of service and additional fees and charges.

## G. Bankruptcies

Customers who list LCEC as a debtor in a bankruptcy will be required to pay a security deposit to open a new account.

Membership

LCEC Liability

Customer Liability

Conditions of Service

Meter Reading & Billing

Collections-Delinquent Accounts

Fees & Deposits-Residential Accounts

Fees & Deposits-Commercial Accounts

Services Available to Customers

## IX. Services Available to Customers

LCEC is committed to serving customers by delivering the very best service possible at competitive rates. Customers that have a concern about their electric service or questions about any of the services offered may contact LCEC Customer Care or visit [www.lcec.net](http://www.lcec.net). LCEC has developed multiple programs to help meet individual customer needs.

### Products and Services

- Surge Protection
- Outdoor Lighting
- GenerLink - Generator connection
- LineProtect - Inhome electric line warranty
- Net Metering - Renewable energy interconnection
- Power to Share Energy Assistance Program
- Energy Conservation Information
- Residential & Commercial Energy Audits
- Online Energy Audit Tools
- kiloWATCH
- Payment Options
- Monthly Newsletters - LCEC News



LCEC has developed multiple programs to help meet customer needs.

Customer Care Center  
239-656-2300 or toll-free 800-599-2356  
[www.lcec.net](http://www.lcec.net).

Membership

LCEC  
Liability

Customer  
Liability

Conditions  
of Service

Meter Reading  
& Billing

Collections-  
Delinquent  
Accounts

Fees & Deposits-  
Residential  
Accounts

Fees & Deposits-  
Commercial  
Accounts

Services  
Available  
to Customers

## Corporate Information



**Corporate Offices**  
4980 Bayline Dr.  
North Fort Myers, FL 33917-3910

**Mail correspondence to:**  
LCEC  
Post Office Box 3455  
North Fort Myers, FL 33918-3455

**Mail bill payments to:**  
Post Office Box 31477  
Tampa, FL 33631-3477

**Customer Care**  
239-656-2300 or toll-free 800-599-2356  
Fax: 239-995-4287  
customerservice@lcec.net

