



POLICY NO. 300-020

TITLE: MEMBER ACCOUNTS

I. OBJECTIVE

To provide member service that is fair and nondiscriminatory, is administered consistently and courteously, and complies with applicable laws and regulations.

II. POLICY

A. Definitions

1. Advanced Metering Infrastructure (AMI): A technology consisting of hardware and software that allows for automated meter reading, power outage management, and electrical distribution system analysis.
2. CCEC: Coos-Curry Electric Cooperative, Inc.
3. Good Credit Rating: Having no more than one Delinquent Notice, per account, in the prior twelve (12) month time period. For a new member the credit rating is determined by an On-Line Utility Exchange inquiry.
4. MSR: Member services representative.
5. Member: The actual person(s) or entity listed on an account as receiving service from CCEC.
6. On-Line Utility Exchange: A third party bad-debt management and credit reporting tool. Used by CCEC to make security deposit decisions and to verify applicant identity.
7. Utility Power Net (UPN): The integrated customer information, general accounting and capital credit system used by CCEC. UPN is a product of Southeastern Data Cooperative (SEDC).

8. Delinquency: An account shall be considered delinquent and may have electrical service disconnected if an arrears balance remains unpaid the next calendar day after the due date printed on the reminder notice.

B. Fees

1. Membership Fee: New members, or previous members who have not had an active account for 6 months will be charged a nonrefundable membership fee of \$5.00.
2. Same Day Service Fee: \$45.00 during business hours or \$200.00 after business hours.
2. Late Fee: When a delinquent notice is issued, a processing penalty of 5% of the past due balance will be assessed.
3. Returned Payment Fee: Returned check, Electronic Funds Transfer (EFT), and credit card charge backs are subject to a \$25.00 fee per item.
4. Non-payment Service Fee: If a member is in arrears and appears on the cutoff list, a \$50.00 service fee will be charged to the account. If multiple accounts held by one member and supplied from the same UPN pole location are scheduled for disconnection at one time, only one fee will be charged.
5. Landlord Service Agreement Fee: Property owners will be charged \$5.00 per meter to be set-up on a Landlord Service Agreement. This fee is nonrefundable.

C. Application for Membership, Service Transfer, New Service and Disconnect

1. New members requesting electric service must apply for membership and pay all applicable fees and security deposits in accordance with CCEC's established bylaws and as defined by board policies.
2. Applicants for membership shall provide, at minimum, the personal identifying information required in the Identity Theft Prevention Program and submit to a credit inquiry via On-Line Utility Exchange.
3. A new account shall not be established, nor electric service provided to any member with outstanding, past-due amounts from present or prior accounts until all such outstanding amounts have been paid. Such

payments may be made in full or per terms of a schedule approved by the Marketing and Member Services Manager.

4. Members applying for service at a location where utilities have been disconnected as a result of nonpayment by the previous occupants may be required to provide either a rental agreement signed by the landlord or proof of ownership. If any individual listed on the rental agreement or escrow paperwork has a bad debt or delinquent balance with CCEC the following must be paid prior to service being reinstated:
 - a) Any bad debt delinquent balance including any current charges associated with a delinquent account;
 - b) Any applicable fees and charges;
 - c) Any outstanding or additional security deposit.
5. CCEC offers next business day service for connects, disconnects or transfer of service. Same day requests will be assessed a Same Day Service Fee for requests that can be accommodated during business hours. A same day request that requires work after hours will be assessed an after business hours Same Day Service Fee.
6. CCEC may refuse to connect or may disconnect service for unsafe circumstances or any violation of its service policies, rules, Bylaws, and procedures. All outstanding charges must be paid in full, unsafe circumstances corrected and violations resolved prior to reconnection.

D. Security Deposit

1. Applicants for electrical service shall pay a security deposit, unless the applicant qualifies for an exception or waiver according to this policy.
 - a) The amount of the security deposit shall be the greater of \$100 or an amount equal to two times the average monthly bill for energy consumption during the previous twelve (12) months of usage at that location.
 - b) One-half (1/2) of the total security deposit is due at the time of application for membership. The remaining balance may be amortized in three (3) monthly payments or longer subject to approval by the Marketing and Member Services Manager.
 - c) Services with no record of kWh consumption shall be charged the greater of a minimum security deposit of \$250.00 or two (2) times the average estimated bill.
 - d) Member accounts may be routinely reviewed for adequate security deposits. A current member may be subject to new or additional security deposits when they no longer maintain a

good credit rating or have an account secured by a guarantor who no longer qualifies.

2. Exceptions, Waivers or Refund of Security deposits:

The Security deposit may be reduced, waived or refunded under any of the following circumstances:

- a. A member with a good credit rating shall not be charged a security deposit for either a new or additional service or their transfer of membership to an existing service. An exception to this would be a transfer to a class of service for which no credit rating has been established.
- b. The Online Utility Exchange recommends waiving the full security due to overall credit worthiness.
- c. A member qualifies for good cause as determined by the Marketing and Member Services Manager.
- d. An active member with an established account and a good credit rating guarantees payment for the applicant's account(s). A CCEC Co-Signer Agreement must be completed and signed by both parties before service will be established.
- e. A member maintains a good credit rating for a minimum of twenty-four (24) months of consecutive service. Security deposit refund(s) will be applied to the Member's account upon member request.

3. Effect of Bankruptcy on Security Deposits

- a. When a member files a bankruptcy petition, the member's existing account(s) will be closed, and new account(s) established. If any of the member's accounts are past due at the time of such filing, CCEC may require a new or additional security deposit or other adequate assurance of future payment, which will be due within 20 days of the date of the order for relief as provided in 11 USC Section 366. With respect to a bankruptcy filed under chapter 11, CCEC may alter, refuse, or discontinue service, if during the 30-day period beginning on the date of the filing of the petition CCEC does not receive from the debtor or the trustee adequate assurance of payment. Members filing a bankruptcy petition are required to notify CCEC within thirty (30) days.

4. CCEC may provide members with the option of prepaying (Prepay) for their electrical service in lieu of paying a security deposit. The prepay

option will be administered in accordance with CCEC's Prepay Program.

E. Meter Reading

1. Meters will be read monthly or at other intervals at CCEC's discretion. If a meter reading cannot be obtained for a particular period, CCEC may estimate the reading and render a bill based on the estimated billing. CCEC may modify meter reading schedules at its discretion.
2. CCEC utilizes AMI to read meters. As a condition of service, CCEC does not allow a member to not participate in, or opt-out of, the electronic meter reading technology.
3. Meters must remain accessible at all times, have a clear unrestricted path for access and removal/inspection and shall not be restricted by a cover or obstruction.

F. Billing

1. Bills are due and payable upon presentation and become past due twenty-six (26) days after the billing date. Past due accounts are subject to a service disconnect in accordance with the Termination for Non-payment section of this policy.
2. The twenty-five (25) day bill period applies to current charges only. Services may be subject to disconnect for past due account balances prior to the due date on the current bill.
3. Payment may be made by cash, check, cashier's check, money order, credit card (CCEC accepts VISA, Master Card, American Express and Discover) or other form of legal tender. Credit Card payments for work orders shall be charged a 2% processing fee.
4. Payment arrangements are binding and subject to all applicable remedies including termination of service.
5. Closing bills are due and payable upon presentation. For billing periods of less than a full month, the bill may be prorated. Final bills remaining unpaid are subject to all applicable remedies including transfer of balance to an active account or collection agency referral.

6. A returned payment fee will be added to the member's account each time a payment is returned. Three returned items per member number in a twelve (12) month period requires future payment in the form of cash, credit card, or other guaranteed funds.
 - a) Returned payments are defined as a member's payment (whether by check, electronic funds transfer (EFT), or credit card) that is returned or disputed. (Credit card payments that are declined at the time of payment are not considered returned items.)
 - b) If a member who was required to make payments with guaranteed funds maintains a good payment history for 24 months the "no check" flag may be removed with approval of the Marketing and Member Services Manager, or designee.
7. Idle services where monthly minimum charges have been unpaid for six (6) months are considered uncollectible and subject to service retirement and the debt being turned over to CCEC's collection agency.
8. Billing adjustments will be made in accordance with Rate Schedule Rules and Regulations.
9. CCEC may provide qualifying residential members the option of participating in the Residential Fixed Budget or Levelized Budget Billing program. To qualify, a consumer must be current on power bills, and have a good credit rating.
 - a) The Levelized Budget Billing amount will be calculated by averaging the billings for the rolling previous twelve (12) months and will be adjusted monthly. (Qualifying accounts may be enrolled at any time.)
 - b) Fixed Budget Billing will be calculated by averaging the billing for the past twelve months. This bill will be recalculated after eleven (11) months and an adjusted bill will be issued on the twelfth (12) month. (Qualifying accounts may be enrolled after receiving service at the same location for the past twelve (12) months.)
 - c) In the event a Member fails to make timely payments and payments become past due, CCEC may declare the past due amount immediately due and payable and service may be terminated in accordance with this policy. The account will no longer qualify for Budget Billing until a good credit rating is established.
 - d) The member may discontinue the Levelized or Fixed Budget payment plan at any time by so notifying CCEC. Upon

discontinuance, any amount owed by CCEC to the member will be applied to the member's account. Any amount owed by the member will be due and payable by the due date of the current bill.

- e) CCEC may remove an account from Budget or Levelized billing if payment is more or less than the monthly billed amount.

G. Landlord Service Agreement

1. Property owners (landlord) with rental property may enter into a Landlord Service Agreement with CCEC. Under such an agreement the landlord agrees to assume responsibility for payment of all electricity and security light charges for each property from date of a tenant's disconnect order until the new tenant establishes the service. All of the following requirements must be met:

- a) The landlord is a member of CCEC.
- b) The landlord will pay all applicable fees in accordance with this policy.
- c) The landlord shall be responsible for the basic charge and any energy consumption charge until the landlord requests a service disconnection or a tenant at that location establishes service. This clause shall be in effect whether or not the property is occupied.
- d) The landlord will be responsible for notifying CCEC in writing if any of the landlord's properties are sold or transferred. CCEC will not be responsible for charges accrued if a meter is transferred into a landlord's name when a property has been sold or fraudulently transferred into the landlord's account. It is the landlord's sole responsibility to notify CCEC of any changes necessary on an account.

H. Service Disconnect/Termination for Non-Payment

1. The right to disconnect service may be exercised whenever a delinquency, as defined by this policy, occurs. Neither delay nor omission on the part of CCEC to enforce this rule at any one or more times shall be deemed as a waiver of its rights to enforce the same at any time, so long as the delinquency continues. Except where prohibited by law, CCEC reserves the right to refuse, to limit, or to disconnect service to any member having a delinquent balance and may transfer the delinquent balance to the member's active account for collection purposes.

- a) The following notification will be provided prior to termination of electrical service for a delinquent balance:
 - a. All accounts having a past due balance eight (8) calendar days after the due date on their bill will be sent a Reminder Notice. This notice specifies eight (8) additional calendar days for payment of the past due balance. A late fee will be posted to the account at the time of issuance of a Reminder Notice.
 - b. If the past due balance remains unpaid after the due date on the Reminder Notice a service fee is posted to the account and service may be disconnected without further notice with the following exceptions:
 - (a) Prior to the expiration of the Reminder Notice, a member may request a payment arrangement. However, CCEC is not required to enter into a payment arrangement. Additionally, CCEC shall not enter into a payment arrangement with a member who has not fully and satisfactorily complied with the terms of any previous payment arrangement or who has had four (4) payment arrangements in a rolling twelve (12) month period.
 - (b) Service will not be disconnected for account payment delinquency if the member has an unresolved bill dispute. Bills must be disputed within 25 days of issuance.
 - (c) Good faith effort will be made to inform the actual end users prior to disconnection whenever service is furnished to end users through a master meter and the owner or manager is the member. Service will be made available to residential occupants who are willing to assume subsequent charges for the entire service and can meet the conditions for membership.
 - (d) Good faith effort will be made to inform the actual end users prior to disconnection whenever there is a tenant landlord relationship and the landlord is the member. Service will be made available to residential occupants who are willing to assume subsequent charges for the entire service and can meet the conditions for membership.
 - (e) Members who provide a signed statement from a licensed physician prior to disconnection that

such action will result in a life-threatening situation may request amortization of their past due balance. The Marketing and Member Services Manager may approve the members request and establish an amortization schedule. A member with an amortized payment plan must comply with all other terms of this policy.

2. Returned Item Notices are sent when a customer's form of payment (whether by check, Electronic Funds Transfer (EFT), or credit card) is returned.
 - a) In the event of a returned payment, the customer has seven (7) calendar days from the date of the Notice to pay the face value of the returned item, the returned item fee, and any other arrears balance to avoid disconnection of services.
3. All of the following must be paid to avoid a scheduled disconnection, or to reconnect a service that has been disconnected by field personnel or an AMI disconnect collar.
 - a) The entire account balance including any current charges;
 - b) Applicable fees;
 - c) Outstanding or additional security deposit;
 - d) Outstanding bad debt;
 - e) When a member contacts CCEC or CRC (Cooperative Response Center) after normal business hours and requests a reconnect of service, the member will be required to pay all charges and fees with a credit or debit card or deliver the funds to a CCEC authorized payment center no later than 10:00 a.m. the following business day. Failure to deliver payment as scheduled will result in an immediate service disconnection; an additional field trip charge and the appropriate administration fee to be applied to the member's account.
 - f) Field personnel may not accept payment from members in the field except to avoid disconnection of service for members who have a mental or physical impairment that substantially limits their ability in contacting a CCEC business office.
4. Payments must be in guaranteed funds when made either after electrical service has been disconnected for non-payment or payment is made to establish service for a member with a bad debt.
5. CCEC will disconnect service without notice in the following circumstances.

- a) Dangerous or emergency conditions;
 - b) Meter tampering, theft, illegal diversion, or any other unauthorized use of electric service in accordance with the Meter Tamper Policy;
 - c) Failure to meet the terms of a payment arrangement following the notice of disconnection;
 - d) Name rotation to avoid payment;
 - e) Fraud.
6. Life Support Members for the purpose of this policy are defined as members who would have a life-threatening situation if they had a loss of power. CCEC is unable to guarantee constant or continuous electric service, and reasonable efforts will be made to notify all members of any planned outages.
- a) Members on life support are not excused from making timely payment of their energy consumption.
 - b) If a licensed physician certifies that loss of electric service will significantly endanger the physical health of a person living in the member's household, CCEC will install an amperage-limiting device sufficient to power the necessary medical equipment rather than disconnect or refuse to reconnect the service. Certifications must be renewed annually.
 - c) CCEC may either postpone a disconnection or install a limiting device if the absence of electricity could create or contribute to an emergency medical situation. The member will be required to provide CCEC with a completed certification form within two business days. Failure to provide the written certification within the specified time or allowing a medical certificate to expire will result in disconnection of service.
7. Services will not be disconnected for non-payment on any date for which the National Weather Service forecasts that the temperature within the location's business district will exceed 100 degrees Fahrenheit for a period of 12 or more hours or where the average temperature is below 32 degrees Fahrenheit for a period of 12 or more hours.

I. Uncollectible Accounts

- 1. Accounts that are considered uncollectible will be presented monthly to the board for review. Uncollectible accounts will be referred to the credit collection agency following board approval.

III. RESPONSIBILITY

The GM/CEO shall be responsible for overseeing the administration of this policy.

ATTEST:

/s/ Jim Kolen
Jim Kolen, Secretary

Date: 09/24/2020

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