



**RESTATED
CUSTOMER SERVICE RULES
of
UNITED ELECTRIC CO-OP, INC.**

These Rules establish the conditions, rates, and terms under which electrical and related services may be provided by United Electric Co-op, Inc. (Cooperative) to its Members. These Rules, the Service Requirements and the Cooperative's Bylaws, as may be amended, constitute a legally enforceable and binding contract between a Member and the Cooperative.

MEMBERSHIP:

1.1 Membership Fee. The Bylaws require a membership fee for new Members in an amount of one hundred dollars (\$100.00).

BILLING:

2.1 Billing Period. Charges for energy and services will be billed monthly on a cycle to be established by the Board of Directors. Statements will be mailed following the last day of the regular billing period or as soon thereafter as possible.

2.2 Fractional Billing Periods. The opening and closing of an account for service may be calculated using actual meter readings or estimated readings, based on reasonable formulas, depending upon the rate schedule used. When closing an account, the service will not be disconnected if another party has agreed to accept responsibility for service to the account following the closing.

2.3 Due Date. Bills are due and payable no later than the 20th day of each month for the prior billing period or the next business day if the 20th is a non-business day. For example, if the 20th is Saturday, payment is due the next business day which is Monday the 22nd.

2.4 Past Due Date. Bills are considered past due the first business day following the Due Date.

2.5 Disconnect Date. Accounts are subject to disconnection if payment is not made prior to the fifth day following the Due Date.

DEPOSIT REQUIREMENTS:

3.1 New Service. In addition to any applicable membership fee, an applicant for new service will be required to pay a deposit of two hundred dollars (\$200.00) prior



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to receiving service; however, such requirement may be waived by the Cooperative if the new Member provides satisfactory evidence of prompt payment for the previous 12 months from the Member's prior electric service provider. For residential accounts, if a \$200 deposit is not feasible and the member cannot provide satisfactory evidence of prompt payment, the member can opt into the Prepay Program, see Policy B8_Prepay Program.

3.2 Three-Phase Services. In addition to any applicable membership fee, an applicant for General Service Three-Phase, Large Commercial, Industrial, or New Large Load service may be required to pay a deposit in an amount set at the discretion of the Cooperative prior to receiving service; however, such requirement may be waived by the Cooperative if the applicant provides satisfactory evidence of previous payment upon request. The deposit will typically be computed by the following formulas prior to receiving service:

- a. If the application is from a prior service on the Cooperative's system, the deposit will be computed using an average of the three highest months of service during the prior twelve months, which sum will be the deposit.
- b. If the service proposed is a new service, the deposit will be computed by the same formula using a similar business on the Cooperative system and if there is no similar business then the deposit will be set by the Cooperative in an amount deemed reasonable by management to protect the interest of the Cooperative.

3.3 Bankruptcy Deposits. A Member in bankruptcy, receivership, or reorganization must furnish adequate assurance of payment, in the form of a deposit or other security, to the Cooperative as provided by law.

3.4 Refund of Deposits. After one year of continuous service, the Cooperative may refund a deposit to the Member if the Member has had an acceptable history of prompt payment. An acceptable history of prompt payment means that the Cooperative has not had to send a delinquent notice to the Member within the past twelve-month period.

3.5 Irrigation Pump Advanced Payments. All billings for electric and related services to irrigation pumps will be billed monthly and are due no later than the 20th day of each month for the prior billing period. In addition to any other applicable customer service rules, including delinquencies, all irrigation pump service billings must be paid



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by year-end or the Cooperative may require advance payment for the entire estimated bill for the succeeding year before electrical services will be provided in the succeeding year.

PAYMENT:

4.1 Payments. Payments may be made with cash, check, money order, electronic transfer, debit card, or credit card.

4.2 Past Due Payments. Past Due Payments may not be mailed or paid at designated pay stations.

4.3 Insufficient Funds Surcharge. A lawful charge to be established by the Board of Directors will be assessed on all payments returned by the financial institution. If no such charge is established the surcharge shall be set at the maximum amount allowed by law. A Member with two insufficient funds events in a twelve (12) month period will be placed on a cash only basis.

4.4 Level Payment Plan. A level pay plan is available to residential Members desiring to levelize payments. The levelized payment will be approximately the average of twelve (12) monthly billing periods based on historical energy consumption with adjustments for future consumption and future cost increases. Members must establish one year's history of usage and account balance must be paid in full before level pay is available to them. Sign up for the Level Payment Plan is in the month of April each year.

4.5 Prepay Program. A Prepay Program is available to residential Members desiring to pay for energy consumption in advance. In order to participate in the Prepay Program, all amounts owed to the Cooperative must be paid in full, including unbilled usage, and the Member must sign the Prepay Program Agreement and agree to the terms and conditions set forth therein. Members will not receive a monthly billing statement and are fully responsible to ensure the prepay account has a sufficient balance to cover electrical usage.

4.6 Hardship Exemption. When a Member certifies in writing to the Cooperative that a payment cannot be made by the ordinary due date for reasons of hardship (including, but not limited to medical reasons), the Cooperative, at its discretion, may allow the Member an additional 15 days to pay or make payment pursuant to an installment payment schedule. The Cooperative's discretion is vested



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with the General Manager or his or her designee subject to review and modification by the Board of Directors.

COLLECTION AND DISCONNECTION:

5.1 Delinquent Notice. If payment is **not** received by the Due Date, the Cooperative will mail a Delinquent Notice the following business day by regular mail to the address shown for the Member on the books of the Cooperative and the account will be assessed a Delinquent Notice Fee. Payments received at designated pay stations on or before the Due Date will not be subject to a Delinquent Notice Fee.

5.2 Telephone Reminder Call. The Cooperative may provide a courtesy call notification after the Delinquent Notice is mailed.

5.3 Disconnection With Notice. Provided that notice as provided in 5.1 is given to the Member by the Cooperative, the Cooperative may terminate and disconnect service for the following reasons:

- a. Failure to pay.
- b. Failure to make a security deposit.
- c. Misrepresentation of a Member's identity.
- d. Denial of access to meters or lines.
- e. Misuse or unlawful use of service.
- f. Failure to abide by the terms of these Customer Service Rules, the Service Requirements or the By-laws.

5.4 Disconnection Without Notice. The Cooperative may immediately terminate and disconnect service without prior notice if the Cooperative determines that a condition is dangerous or hazardous to life, physical safety, or property exists, or if necessary to prevent a violation of federal, state or local safety or health codes.

5.5 Restrictions on Disconnection. While not required by law and as a courtesy the Cooperative will not usually terminate and disconnect service as follows:

- a. The unpaid bill is less than \$50.
- b. After 12:00 noon on Friday, or on Saturday, Sunday, legal holidays recognized by the state of Idaho, or after 12:00 noon on any day immediately preceding the holiday, or at any other time when the Cooperative's business office is not open for business.



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5.6 Termination of Membership. Membership will generally be terminated and account finalized seven (7) days following disconnection of service.

5.7 Finance Charge for Late Payment. A finance charge of 2% per month on the unpaid balance will be assessed after the Due Date and added to Member's account. Payments received at designated pay stations on or before the Due Date will not be subject to a late payment charge.

5.8 Delinquent Notice Fee. To recover the costs to the Cooperative for sending a Delinquent Notice, there is a delinquent notice fee of five dollars (\$5.00) per delinquent notice to be added to Member's account.

5.9 Intent to Disconnect Fee. If a service is scheduled for disconnection and the Member or someone on behalf of the Member pays the delinquent bill amount to the Cooperative representative at the time of the scheduled disconnection, the service will not be disconnected. To recover the costs to the Cooperative for travel to the service address, an Intent to Disconnect Fee in the amount of one hundred fifty dollars (\$150.00) will be added to the account.

5.10 Reconnection Fee. A Reconnection Fee will be added to the account for reconnection of service in the amount of one hundred fifty dollars (\$150.00) if service is reconnected during regular business hours or one hundred seventy-five dollars (\$175.00) if service is reconnected outside of regular business hours.

5.11 Costs and Attorney Fees. In addition to the fees provided by these rules, the Cooperative is entitled to recover its reasonable costs and attorney fees necessary to collect unpaid invoices or delinquent accounts.

METERING:

6.1 Measurement of Energy. All energy delivered will be billed according to the meter. If the Cooperative cannot read the meter because of conditions beyond its control (as determined by the Cooperative), the Cooperative will estimate the meter reading for the month and make an adjustment in subsequent bills.

6.2 Meter Installation. The Cooperative will install and maintain metering equipment at the Cooperative's expense unless otherwise provided for by agreement between the Cooperative and the Member. The Member is responsible for all costs associated with primary metered installations, including installation and maintenance.



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6.3 Meter Access. The Member shall maintain open and clear access to the meter at all times. Written notification shall be provided to a Member who denies access. Failure to provide access in a timely manner may result in denial of service.

6.4 Failure of Meter. If the Cooperative's meter fails at any time, the usage will be determined based on the best available data. If any device is found on the Member's premise which prevents the meter from accurately recording the total amount of energy used, the Cooperative may remove any such wiring, connection, or device at the Member's expense, and will estimate the total amount of energy consumed and not accurately registered.

6.5 Meter Tests. The Cooperative will inspect meters from time to time under standards established by the General Manager or his or her designee. A Member may request an accuracy test without charge once in every 12-month period.

6.6 Movement of Meters. As a rule of general application, if a meter is moved solely for the convenience of a Member, the Member will pay the actual costs of material and labor necessary to move the meter and the electrical hardware required to accomplish the move.

6.7 Meter Reading. Meter reading will normally be done at monthly intervals. Other conditions of meter reading will be set by the General Manager or his or her designee.

6.8 Vacation of Premises. A Member will provide notice of intent to vacate premises in order to obtain a final meter reading. A Member will be held liable for usage until a final meter reading is obtained and is acceptable to the Cooperative.

DISPUTES:

7.1 Disputes. An applicant for service or a Member may file a complaint with the Cooperative, orally or in writing, concerning the application of these Rules by the Cooperative. In making the complaint, the applicant or Member will provide name, service address, and the general nature of the complaint.

7.2 Conference. An applicant or Member who makes a complaint pursuant to Rule 7.1 above will be entitled to a conference with the General Manager for the purpose of reviewing and attempting a resolution of the complaint. The General



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Manager may, in his or her sole discretion, take action to correct any inappropriate application of these rules by the Cooperative.

7.3 Appeal to the Board of Directors. Any action or inaction of the General Manager pursuant to Rule 7.2 above may be appealed to the Board of Directors for review. The Board of Directors, in its sole discretion, may accept, reject or modify the action or inaction of the General Manager.

EFFECTIVE DATE:

8.1 Effective Date. The provisions of these Restated Customer Service Rules are effective October 1, 2016.

Secretary of the Board, Cordell Searle

Revision	Date	Action	Name
1	05/19/2014	Restated Customer Service Rules	Board of Directors.
2	10/27/2014	Add primary metering to 5.2, add 5.3	Board of Directors.
3	02/16/2015	Add Prepay Program language.	Board of Directors.
4	07/25/2016	Remove hand delivery of disconnect notice, revise fees, clarify due date and disconnect date, minor edits.	Board of Directors
5	12/21/2020	Updated to reflect the prepay program as an option in 3.1. Minor clerical changes.	Board of Directors.

The Board of Directors routine reviews per the July 27, 2020 board meeting.					
12/21/20					