

# EASTERN ILLINI ELECTRIC COOPERATIVE

## REGULATION NO. 28

**SUBJECT:** Disconnection of Electric Service for Nonpayment

### **PURPOSE:**

The purpose of this regulation is to establish fair and equitable procedures and timeframes for disconnecting or limiting electric services to Eastern Illini Electric Cooperative, Inc. (Cooperative) member/owners due to the non-payment of the regular monthly bill for electric service provided on a “postpaid” basis in the most cost effective manner while demonstrating good faith and fair dealing with the membership.

Provisions for receiving electric service on a prepaid basis are set forth in Regulation No. 29 – PREPAID ADVANTAGE.

### **REGULATION:**

- I. Regular Monthly Bill Due Date, Late Charges and Notice of Disconnection of Electric Service
  - A. The due date of a member/owner’s regular monthly bill for electric service shall be the later of the 17th of the month or no less than 17 calendar days:
    1. After the postmark on the bill, if mailed; or,
    2. After the date of the bill.
  - B. The payment of the net monthly charges is timely when the full payment is received at the Cooperative office no later than 8 a.m. of the second business day after the due date printed on the bill.
  - C. The payment of past due charges or any extensions of credit provided under a payment arrangement is timely when received by the Cooperative at 330 W. Ottawa St., Paxton, IL, by close of business of the due date stated on any past due notice or payment arrangement.
  - D. The monthly billing charges are net, with the gross charges being five (5) percent higher. In the event the current monthly charges for electric services are not paid by the due date, the gross charges apply.
  - E. The Cooperative shall waive the assessment of the gross charges one time per rolling 12 month period and the net charges shall apply. This waiver is available following 12 consecutive monthly bills paid by the due date.
  - F. Gross payment charges shall not be assessed to units of federal, state and local government, except that the provisions of “An Act to Require Prompt Payments” of the State of Illinois for goods or services shall control in the situations to which that Act applies. Units of local government means counties, municipalities,

townships, special districts, and units, designated as units of local government by law, which exercise limited governmental powers or powers in respect to limited governmental subjects, and also includes school districts.

## II. Notice of Disconnection of Electric Service

Member/owners will be notified in writing in the event a member/owner's account is past due. The "Notice" shall be mailed by first class mail or sent electronically to an email address. The Notice will state the amount past due and a date the electric service will be disconnected if the amount past due is not paid. The disconnect date shall be no less than ten (10) calendar days from the date of the Notice and not more than 21 calendar days from the date of the Notice.

(As a courtesy, the Cooperative will also attempt to notify the member/owner of the pending disconnect by phone call message to the member/owner's home phone number.)

- A. The Cooperative will notify the tenants of a master metered apartment building or trailer park of the pending disconnection of electric service by posting a Notice at the premises that states:
1. The electric service account is in arrears and the service is subject to termination in 10 calendar days for nonpayment of a bill; and,
  2. The tenants can avoid disconnection of service by paying the past due amounts and making satisfactory arrangements to pay future electric utility bills, and in the case of tenants of buildings with three or more residential apartments, of the statutory right to either:
    - a) pay and deduct the amount paid to the Cooperative from the rent due on the rental agreement or
    - b) petition a court for appointment of a receiver to collect the rent due for the use and occupancy of the building and remit a portion to the Cooperative for payment of utility bills; the dollar amount of the utility bills due and owing on the date such notice is given and the average monthly utility bills; and the name and telephone number of any legal services agency within the Cooperative's service area where the tenants may obtain free legal assistance. (The notice shall be of conspicuous size on red paper and in at least 14-point bold face type, except that the words "Notice of Electric Service Termination" shall be in 36-point bold face type, if the notice is posted, and shall state: It is unlawful for the landlord or his or her agent to alter, deface, tamper with, or remove this notice. A landlord or his or her agent who violates this provision is guilty of a Class C misdemeanor.)
- B. The Cooperative shall not disconnect service, nor curtail service to the residence of a member/owner who is military personnel on active duty and has complied with the provisions of 220 ILCS 5/8-201.5.
- C. The Notice of Disconnection shall provide the following information:

1. *If anyone living in your home is very ill, you may avoid disconnection of your electric service. You must contact your doctor or the local Board of Health, and they must contact our office by calling the Cooperative at (800) 824-5102. This must be followed by mailing a written certification to the Cooperative within 5 days that contains the following:*
  - a) *Name of the person who is ill,*
  - b) *A statement that the person who is ill is a permanent resident of the premises in question,*
  - c) *The name, business address and telephone number of the certifying party,*
  - d) *The nature of the illness, and*
  - e) *The period of time during which termination of electric service will aggravate the illness.*
2. *You must make arrangements with us to pay the unpaid balance within an extended 30-day period. You must also keep the current account balance paid. The certification is valid for one month. Written notification from a physician or the local board of health is required for renewal. An expired certification will result in disconnection of electric service.*

### III. Arrangements and Agreements

- A. The Cooperative has implemented the following procedures that are designed to help member/owners avoid disconnection of electric service. If the member/owner responds to the Notice of Disconnection with a request to delay payment, the member/owner and the Cooperative will attempt to reach an agreement.
  1. **Payment Arrangement.** If the Cooperative and the member/owner agree to a short-term extension of time for payment, payable within 30 calendar days, the Cooperative shall document this as a Payment Arrangement on its billing system and monitor it for compliance. Gross charges apply to any portion of the current amount paid past the due date. The Cooperative will limit such Payment Arrangements to three occurrences in a 12-month period and to those member/owners who have paid at least 12 monthly bills.
  3. **Deferred Payment Agreement.** The Deferred Payment Agreement (DPA) provides current members/owners who are indebted to the Cooperative for past due electric service with the opportunity to make arrangements to pay the past due amount by making periodic payments. Such DPA is not available to a member/owner who has failed to make payments under a DPA during the past twelve months. See Regulation No. 12 Billing, for details of the Cooperative's Deferred Payment Agreement.
  4. If the terms of the Payment Arrangement or DPA are met, the Cooperative shall take no further disconnection action.

5. If the terms of the Payment Arrangement or DPA are not met, or if the member/owner has refused or failed to enter into a Payment Arrangement or DPA, the Cooperative will continue with disconnect procedures.
6. The Cooperative will provide contact information for governmental and private agencies, which may provide assistance with paying utility bills.

#### IV. Summer Disconnection Criteria

If electricity is used as the only source of space cooling or to control or operate the only space cooling equipment at a residence, the Cooperative will not terminate the electric utility service to the residential user, including all tenants of master metered apartment buildings:

- A. On any day when the National Weather Service forecast for the following 24 hours covering the area of the utility in which the residence is located includes a forecast that the ambient temperature will be 95 degrees Fahrenheit or above; or
- B. On any day preceding a holiday or weekend when a forecast indicates that the ambient temperature will be 95 degrees Fahrenheit or above during the holiday or weekend.

#### V. Winter Disconnection Criteria

The Cooperative will not disconnect electric service to a residential account for nonpayment if the National Weather Service forecast for the area in which the residence is located indicates that the 24-hour average ambient temperature will be 32 degrees Fahrenheit or lower during the following 24 hours; or, on any day preceding a holiday or a weekend when such a forecast indicates that the 24-hour average ambient temperature will be 32 degrees Fahrenheit or lower during the holiday or weekend.

#### VI. Winter Disconnection Moratorium

- A. During the period of time December 15 through and including March 1, the Cooperative will not disconnect any Residential Class electric service for nonpayment, but may limit electric service with a load-limiting meter.
- B. Prior to installing a load-limiting meter to extend service, the Cooperative shall attempt to notify the member/owner or an adult residing at the member/owner's premises by telephone, a personal visit to the member/owner's premises, posting of a notice at the premises, email, or by first class mail, informing the member/owner that:
  1. The member/owner's account is in arrears and the member/owner's electric service is subject to termination for nonpayment of a bill; and
  2. The member/owner can avoid curtailment of electric service by entering into a DPA (See Regulation No. 12) to pay past due amounts and the member/owner has the option to enter into a Budget Payment Plan for the payment of future bills; and,

3. The member/owner may apply for any available assistance to aid in the payment of utility bills through any governmental or private agencies from the list of such agencies provided by the Cooperative.

## VII. Service Extender Program

The Cooperative may, during any month of the year, in its sole discretion, and in lieu of disconnecting electric service in accordance with this regulation, limit electric service by installing a load-limiting meter (a Service Extender) that provides a level of electric service up to 20 amps or 4.8 kW in order for the member/owner to use essential electrically operated equipment. It is the member/owner's responsibility to operate electrical equipment in such manner as not to exceed 4.8 kW. At the time of the installation of a load-limiting meter, the Cooperative will provide instructions, which shall be left in a conspicuous place at the location, for operation of the meter. Trip charges to install and/or remove a Service Extender shall apply.

### A. Account Selection Criteria

Accounts will be considered for the installation of a Service Extender when:

1. The member/owner is 30 days or greater delinquent (30 days have lapsed since the due date for payment) in payment for services rendered; and
2. The member/owner has failed to honor a Payment Arrangement; or
3. The member/owner refuses to negotiate in good faith; or
4. The Cooperative has been unable to negotiate a satisfactory Payment Arrangement.

### B. Exclusion Conditions

A Service Extender shall not be installed when any one of the following conditions exists:

1. Member/owner or occupants do not have access to the metering equipment on which the Service Extender is installed.
2. The primary fuel source for heating the residence is electricity.
3. The account is enrolled in the Cooperative's Medical Equipment Registry Program and classified as critical care.
4. Someone at the residence has a serious illness.

### C. Notification Process

1. At least seven calendar days prior to the installation of a Service Extender, a Notice of Intent to Limit Service shall be mailed or delivered to the member/owner.

The following information will be included on the notice:

- a) Member/Owner's account number;
- b) Member/Owner's name;
- c) Service address where the Service Extender will be installed;
- d) Date notice is being prepared;
- e) Member/Owner's delinquent amount;

- f) Calculated security deposit, if required;
- g) Disconnect/Reconnect fees;
- h) Total of delinquent amount, security deposit and fees;
- i) Date on which the Service Extender will be installed;
- j) The date by which payment must be made to avoid installation (one workday prior to the installation date); and
- k) Telephone number of the Cooperative.

2. On the scheduled date of installation, prior to the installation of the Service Extender, Cooperative personnel will attempt to make personal contact at the premises for the following purposes:

- a) Review of the information contained within the previously delivered or mailed Notice of Intent to Limit Service;
- b) Determine if any "exclusion condition" exists which may prohibit the installation of a Service Extender; and
- c) Explain the operation of the Service Extender.

D. Notice of Intent to Limit Service

If, at any time after the issuance of a "Notice of Intent to Limit Service," a member contacts the Cooperative concerning the proposed action, a Cooperative employee shall fully explain:

- 1. The reason for the proposed installation of a Service Extender;
- 2. All available methods to avoid the installation, such as:
  - a) Making payment in full;
  - b) Entering into a payment agreement with terms acceptable to the Cooperative;
  - c) Restoring an existing payment agreement to a "current status;" and
  - d) Notifying the Cooperative that someone living at this residence has a serious illness, and compliance with Section VII of this regulation; and
- 3. The Medical Emergency Provisions – (see Section VI) which allow the member/owner an additional 30 days to arrange a satisfactory payment plan if someone in the household is very ill. If, within 30 days, the Cooperative and the member/owner are unable to negotiate a payment arrangement, the Cooperative will proceed with the Service Extender installation as set forth above.

E. Length of Time for Service Extender on Member/Owner's Meter

A Service Extender shall be installed for a period of at least one week, giving the member/owner time to make payment arrangements or obtain assistance from social service agencies before total disconnection occurs. During the winter months, the Service Extender shall remain in place until arrangements are made for payment of the bill or until total disconnection can be accomplished under the Cooperative's winter termination rules.

F. Restoration of Normal Service

A Service Extender will be removed and normal service restored to the member/owner under one of the following conditions:

1. Account balance is current and, if required by the Cooperative, a security deposit paid;
2. Member/Owner has made satisfactory payment arrangements;
3. Cooperative determines that the Service Extender restricts the use of medical equipment required due to illness of a permanent resident; or
4. A determination is made that, due to a change in circumstances, an "exclusion condition" exists at the premises.

VIII. Emergency Medical Provisions

Notwithstanding provisions of other policies relating to the termination of electric service, the Cooperative will not disconnect electric service or install a Service Extender for up to 30 days to a residential account when the disconnection or extended service may affect a serious illness of a permanent resident of the premises where service is rendered, if the member/owner complies with the following requirements regarding such illness:

- A. The illness must be certified to the Cooperative by a physician or the local board of health. The certification shall be in writing and shall include all the following:
  1. The name of the person who is ill;
  2. A statement that he/she is a permanent resident of the premises in question, along with documentation confirming that fact;
  3. The name, business address, and telephone number of the certifying party;
  4. The nature of the illness; and
  5. The period of time during which termination may affect the illness.
- B. Initial certification by the certifying party may be by telephone if written certification is forwarded to the Cooperative within five days;
- C. Initial certification shall prevent discontinuance of service for 30 days. Certification may be renewed by the member/owner for an additional 30 days by providing another certification to the Cooperative. If the member/owner does not provide the renewal certification, the Cooperative may disconnect service;
- D. The member/owner must enter into and comply with the terms of a Deferred Payment Agreement for the retirement of the unpaid balance of the account within the first 30 days and keep the current account paid during the period that the unpaid balance is to be paid.
- E. In the event service is terminated within seven days prior to certification of illness by or for a qualifying resident, service shall be restored to that residence if a proper certification is thereafter made in accordance with the foregoing provisions.
- F. Nothing in this regulation shall be construed to prevent disconnection of service for reasons of safety or cooperation with governmental authorities.

IX. Reconnection of Disconnected Accounts

Where electric service to a location has been limited or disconnected for non-payment, reconnection or restoration of full service to that location for the same party or parties is subject to assessment of the Cooperative's established trip fee and adequate security deposit as indicated herein. Furthermore, electric service shall not be reconnected or fully restored until all amounts owing on the account, including the trip fee (Regulation No. 21, Rates and Fees) and security deposit, are paid in full (Regulation No. 3, Deposits for Electric Service).

X. Service Hours and Fees

- A. Disconnection and reconnection of electric service, installation and removal of load limiting meters may only be accomplished between the hours of 8 a.m. and 4 p.m., Monday through Thursday, excluding any day preceding a federal holiday or a weekend.
- B. The Cooperative will charge a trip fee, according to Regulation No. 21 for any trip to disconnect or reconnect electric service or to install or remove a load limiting meter.

**APPLICATION**

This regulation applies to billing for the provisions of electric service as identified in the Cooperative's rates and regulations. This includes the Cooperative's energy efficiency loans, but not merchandise purchased.

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