

# EASTERN ILLINI ELECTRIC COOPERATIVE

## REGULATION NO. 12

**SUBJECT:** Billing

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I. Billing Period

- A. Bills for regular service will be rendered monthly based on meter readings taken by the Cooperative, and shall be computed according to the applicable rate schedules and regulations then in effect. Payment shall be due on the date determined by the Cooperative.
- B. Bills for special or short-term service, including the cost of connecting and disconnecting, shall be rendered at the discretion of the Cooperative and shall be payable on demand. All bills for regular service are payable monthly.

II. Waiver of Monthly Minimum Charge

If the Cooperative is prevented from furnishing, or if the member/owner is prevented from receiving all or more than 51 percent of the electric service contracted, and if such failure to deliver or receive is due to an act of God, or public enemies, strikes, riots, wars, orders of Courts or other acts reasonably beyond the control of either the Cooperative or the member/owner, then the monthly minimum charge shall be waived or adjusted, but not for a period longer than three (3) months. Such waiver will not take effect until eight (8) days after service is curtailed or limited.

III. Prompt Payment

Any member/owner paying bills for electric service within the period specified in the applicable rate schedule shall be entitled to pay the net amount as set forth in the schedule under which service is supplied.

IV. Failure to Pay

- A. At any time, if the member/owner shall fail to make payment of any bill rendered by the Cooperative for electric service, and if such failure continues beyond the final date indicated on the past due notice, the Cooperative shall have the right either to cancel the membership agreement and/or contract, as the case may be, in which case the minimum charges as provided in the schedule for the unexpired term thereof shall then be payable to the Cooperative as liquidated damages, or shall discontinue all service until all amounts due from the member/owner have been paid.
- B. All such bills shall be subject to additional charges as provided in the rate schedules and in these regulations.

- C. Failure to receive a bill shall not extend the period in which the member/owner shall receive a discount for prompt payment.

V. Bankruptcy

If an existing member/owner notifies the Cooperative that they have submitted a petition of bankruptcy, the Cooperative shall close the existing membership and set up a new membership for the member/owner. (See Regulation No. 3 Deposit for Electric Service.)

VI. Trip Fees

The Cooperative shall charge a trip fee as specified in Regulation No. 21 Rates and Fees, whenever a trip is made by Cooperative personnel for any of the following purposes:

- A. To disconnect the service for a past due electric service bill, for a returned payment, or for other reasons; or
- B. To reconnect service upon payment of a past due electric service bill, for a returned payment, or for other reasons.

VII. Charge for Returns

- A. A charge as specified in Regulation No. 21, shall be made when a member/owner's payment (paper check, debit card, credit card, EFT, and the like) issued to the Cooperative has been denied by a financial institution due to insufficient funds in the member's account or for other reasons.
- B. The Cooperative may refuse to accept a check in payment for a member/owner's account if it has reason to believe the check will not be paid by the financial institution or for any other reason. The Cooperative may notify the member that checks will not be accepted in payment for an account if the member has an excessive number of checks returned "unpaid." Excessive is defined as two or more occurrences in a 12-month period.

VIII. Unpaid Final Bills

- A. If a final bill is not paid by the due date, a notice requesting payment will be mailed to the member/owner at 30 days, and again at 60 days from the date the final bill was processed. Among other things, the final notice will inform the member/owner that the account will be referred to a collection agency if it is not paid within 90 days of the date the final bill was processed.
- B. The Cooperative shall transfer an unpaid final bill to any other active account for the same membership, regardless of the revenue classification.

IX. Budget Billing

- A. When the consumption level for a residential class account is subject to fluctuation over an annual period, a member/owner may select the Budget Payment Plan, which evens out their monthly bill payment. The plan is not available to seasonal use accounts.

- B. A member/owner must make application to receive service under the Budget Payment Plan.
  - C. The budget amount will be based upon the member/owner's most current 12 months average kWh consumption or upon an estimate of consumption if the member/owner has not received 12 bills for electric service. The Cooperative may adjust the budget amount if the member/owner's account balance is significantly over or under paid. Significant is defined as two times an average monthly bill.
  - D. The member/owner's net bill is due by the date stated on the bill. The gross bill amount applies if the bill is paid after the due date. The account is subject to disconnection for the gross amount plus any charges if it is not paid by the disconnect date.
  - E. A member/owner's budget payment plan may be terminated by the Cooperative if the member/owner fails to meet the payment requirements under the plan.
- X. Deferred Payment Agreement
- A. For member/owners indebted to the Cooperative, procedures shall be established that permit such member/owners to retire the debt by periodic payments, referred to hereinafter as a DPA, unless the member/owner has failed to make payment under such an agreement during the prior 12 months.
  - B. The terms, conditions and acceptance of the member/owner's request for making deferred payments will be determined by the Cooperative after consideration of the following:
    - 1. Amount and age of past due amounts;
    - 2. Member/owner's ability to pay;
    - 3. Member/owner's payment history;
    - 4. Reasons for indebtedness; and
    - 5. Any other relevant factors relating to the member/owner's electric service.
  - C. A residential member/owner will be required to pay at least 25 percent of the amount past due at the time of entering into a DPA. A nonresidential member/owner will be required to pay at least 33 percent of the amount past due at the time of entering into a DPA.
  - D. The Cooperative shall permit a minimum of two months from the date of said agreement and a maximum of 12 months to retire the indebtedness to the Cooperative.
  - E. The deferred payment amount will be subject to late payment charges.
  - F. A DPA shall be signed by the member/owner and will include the following provisions:
    - 1. The member/owner shall be required to pay all future bills for electric service by the due date; and

2. The member/owner shall retire the subject debt according to the terms of the DPA.
- G. If the member/owner defaults upon any payment due under the DPA, the Cooperative shall have the right to demand immediate payment of the outstanding debt. Service may be disconnected for nonpayment of any amount due.
- H. Notwithstanding of the above terms, the Cooperative will offer a DPA to a residential member/owner whose account is subject to disconnection between December 15 and March 1 for nonpayment of electric service bills. Such an agreement will include the option of paying the balance owing over a period of not less than two months or more than four months. During the period of time December 15 through and including March 1, the Cooperative will not disconnect any Residential Class electric service, except Rate 7 per Regulation No. 29 - Prepaid Advantage, for nonpayment, but may limit electric service with a load-limiting meter. See Regulation No. 28 - Disconnection of Electric Service for Nonpayment.

## XI. Billing Error

- A. Under Charge
1. In situations where tampering is not involved, a one-year retroactive billing limitation shall apply:
    - a) When there has been an error in billing as to the quantity of electricity or services supplied and used;
    - b) Such error was due to either meter mechanical error and/or clerical error, or other equipment malfunction; and
    - c) The Cooperative was not at fault in failing to perform the required equipment tests, if any.
  2. Billing for electric service by the Cooperative shall not be restricted to the above if:
    - a) The Cooperative discovers evidence of tampering with any service wires, meter or facilities leading thereto or where such tampering is for the purpose of reducing the registration of electric consumption, in which case the member/owner or non-member shall be liable for all service used during the period in which the tampering occurred; or
    - b) In the event that member/owner or non-member had knowledge of, reason to know, or consented to the diversion of electric service.
  3. When past due bills occur following the issuance of a "make-up" bill for previously unbilled service resulting from two or more consecutive estimated bills, billing error, meter failure or undetected loss of service, except in situations where tampering is involved and where the "make-up" bill exceeds the otherwise normal bill for such billing period by 50 percent:

- a) The Cooperative shall review the bill with the member/owner or non-member; and
  - b) Shall offer a DPA toward the liquidation of the amount in excess of a normal bill over a period mutually agreed to by the Cooperative and member/owner or non-member, provided as follows:
    - 1) Such period of time shall be at least as long as the period over which the excess amount accrued; and
    - 2) Where the excess billing resulted from undetected grounds or loss of service, the period shall be extended so that the bill rendered will not be greater than a normal bill, plus 50 percent.
4. When the Cooperative or member/owner determines a billing is higher or lower than expected, the Cooperative shall send the member/owner a statement based upon the meter readings at the regular billing period. If the member/owner requests, the Cooperative may defer payment up to 45 days on any amount that exceeds the expected billing, considering weather, time of year and use. During the 45-day deferral period, the Cooperative will conduct an investigation and advise the member/owner of its findings.

#### B. Over Charge

In situations where tampering is not involved, when a member/owner pays a bill and the billing is later found to be incorrect due to an error either in charging more than the published rate or in measuring the quantity of volume of service provided, the Cooperative shall refund the overcharge from the date of overpayment. The refund will be limited to the extent that electronic data history is available.

#### C. Incorrect Rate

1. Where a member/owner's general service account is found to be on the incorrect rate due to no error on the part of the Cooperative, as the result of an investigation made at the member/owner's request or by routine inspection, the change of billing to the proper rate shall apply after the investigation is complete. Such investigation and change shall also apply to cases involving eligibility for any of the Cooperative's optional rate programs.
2. If the "incorrect rate" error is found to be the sole responsibility of the Cooperative, the Cooperative will recalculate the billing using the correct rate and refund any overcharges. Such recalculation will be limited to the extent that electronic data history is available."

## XII. Remittance Processing

In processing a member/owner's remittance, the Cooperative shall use the following guidelines:

- A. An incomplete check shall be handled as follows:
  1. If the date is missing, the Cooperative shall process the check in the regular course.
  2. If the payee is missing, the Cooperative shall enter its name; and thereafter, process the check in the regular course.
  3. If the numerical amount of the check is missing, the Cooperative shall rely upon the spelled-out amount; and, thereafter, process the check in the regular course.
  4. All checks showing different numerical and spelled-out amounts shall be processed for the spelled out amount.
- B. Postdated and predated checks shall be processed in the regular course.
- C. Foreign checks drawn in U.S. dollars shall be processed in the regular course.
- D. Multiple-party checks, where the original payee specifies the person to whom or to whose order the check is payable and where the other payees have properly endorsed the check by signature, shall be processed in the regular course.
- E. The following types of items shall be deemed unprocessable and shall be returned to the member:
  1. Cancelled checks;
  2. Checks written in pencil;
  3. Improperly endorsed multiple party checks;
  4. Checks where all information is blank;
  5. Checks where the spelled-out amounts are blank;
  6. Checks where the signature of the maker is blank; and
  7. Checks with restrictive notations may be returned at the discretion of the Cooperative.
  8. Checks deemed unacceptable by the Cooperative's bank.

## XIII. Forms of Payment

The Cooperative reserves the right to specify the forms of payment it will accept. Such forms of payment may include United States currency and coin, money orders, cashiers check, credit and debit card and electronic fund transfers. Any payment in currency or coin should be in such denominations as not to cause an undue processing burden upon the Cooperative. Payment in large denomination currency or small denomination coins or mutilated currency may be refused, if in the judgment of the Cooperative, it will impose a burden in presenting the currency or coin to its financial institution. Any payment by check that is returned by the financial institution as non-negotiable must be paid in an acceptable form of payment other than personal check. The Cooperative may

refuse to accept a specific form of payment on a case-by-case basis and require other reliable forms of payment.

XIV. Account with “Credit Balance Due” Adjustment

At the time of monthly billing, when current month charges/credits are applied to a member/owner(s) account, if the result of such charges and credits is a credit balance due on the account which is greater than (\$10.00) the Cooperative shall apply an adjustment to the account balance due equal to such “credit balance” multiplied by the same deposit interest rate factor as provided in Regulation No.3, Deposits. Such adjustment shall apply to active accounts other than accounts that are “prepaid”, connecting, disconnecting or reconnecting during the current billing period, or to budget billing accounts.

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