

**CLAVERACK RURAL ELECTRIC COOPERATIVE, INC.  
WYSOX, PENNSYLVANIA 18854**

**POLICY BULLETIN NO. B-7**

**SUBJECT: DISCONNECTION OF SERVICE: COOPERATIVE INITIATED**

**POLICY:**

The cooperative reserves the right to discontinue electric service to a member and/or re-enter the premises of the member to remove Cooperative-owned equipment as described by this policy and as consistent with the Bylaws of the Cooperative.

**RESPONSIBILITY:** President & CEO or Delegate

**PROCEDURE:**

- I. The Cooperative may disconnect members without notice for any of the following reasons:**
- A. Fraud or material misrepresentation of the use or class of electric service;
  - B. Resale of electricity by the member in violation of Cooperative policy;
  - C. A dangerous or emergency situation caused by the member or the member's equipment or wiring;
  - D. To facilitate repairs or emergency maintenance to the Cooperative's equipment or lines;
  - E. Evidence of tampering with service wires, a meter, a meter seal, or other facilities owned by the Cooperative by member or other person;
  - F. Observation by Cooperative personnel of an obviously vacated premises by a member who is delinquent in their bill payment;
  - G. Unauthorized electrical connections;
  - H. Use of any equipment by the member that adversely affects the Cooperative's services to its other members;
  - I. Unavoidable power shortages, low primary voltage or interruption of the Cooperative's source of power;
  - J. Activities on member property in proximity to Cooperative facilities that have created a hazardous condition requiring immediate disconnection/de-energization of lines or facilities;

- K. The member denies reasonable access to the Cooperative's equipment by an official agent of the Cooperative;
- L. Failure by the member to meet membership requirements;
- M. Failure by the member to have service inspected after providing a release of liability form after emergency repairs;
- N. Discovery of past unpaid bills by member or another person that is occupying the dwelling;
- O. Discovery of additional residences sub-wired from a service;
- P. Fraudulent payment attempts or actual fraudulent payments.

## **II. Disconnection for Nonpayment**

Prior to service disconnection, Cooperative personnel shall determine that the member is in violation of this policy. The following conditions and procedures shall prevail when disconnection for nonpayment is contemplated:

- A. The regular billing of the member shall set forth a date upon which the account is due and payable.
- B. If payment is not received by the stated due date, a penalty shall be included in the subsequent monthly bill and the bill will note that past due accounts are subject to disconnection.
- C. If payment is not received by the due date, a termination notice will be sent. The termination notice will state:
  - 1. The total amount due, including applicable late charges;
  - 2. The date by which the amount due must be paid or when the member is subject to disconnection:
    - The termination date must not be less than 10 days from the date of the late notice;
    - The cooperative will attempt to contact the member by telephone or personal contact and give notice that disconnection is imminent.

## **III. Exceptions to Disconnection for Non-Payment**

- A. Except in emergencies (which include unauthorized use of utility service) service generally will not be terminated for nonpayment or for any other reason during the following periods:
  - 1. On Saturday or Sunday;
  - 2. On a holiday observed by the Cooperative. A holiday observed by the Cooperative shall mean any day on which the business office of the Cooperative is closed to observe a legal holiday;
  - 3. During the "Winter Moratorium" on disconnects as defined by the Pennsylvania Public Utility Commission.

B. Nonpayment shall not be cause for disconnection of service under the following circumstances:

1. When the Cooperative member claims inability to pay an outstanding balance but enters into a payment arrangement with the Cooperative. Payment arrangements are made with members based on various criteria. Arrangements that are reasonable for the member and the Cooperative are considered and terms are determined at the discretion of Member Service personnel making the arrangement. In the event of a breach of a payment arrangement the account may be disconnected without further notice.

In the event we receive an NSF check or any type of fraudulent payment to avoid a disconnection, the account may be disconnected without further notice.

2. When the Cooperative receives a certificate from a licensed physician, a nurse practitioner, or a licensed physician's assistant, stating that a seriously ill person resides in the residence receiving service and that disconnecting the service will seriously affect the health of that person, the Cooperative may postpone the disconnection for 30 days. In all cases of a medical certification exception, the member must enter into a payment agreement or pay the balance in full at the end of the extension.
  - If the member states that they will be obtaining a medical certification, the Cooperative will postpone the disconnection for three days, to allow for verbal verification from a medical professional. The Cooperative will require written verification from the medical professional within seven days.
  - In all cases, medical certificates, including renewals, must note: the name and address of the member; the name and address of the afflicted person and the relationship to the member; the nature and anticipated length of the affliction; the specific reason for which the service is required, and the name, office address and telephone number of the certifying medical professional.
  - If certification is provided, the disconnection will be postponed for 30 days.
  - The Cooperative will honor a one-time 30-day renewal of the certificate by the issuing medical professional. (60-day total postponement)

#### **IV. Obligations**

Discontinuance of service for any reason does not release the member from their obligation to pay for electricity received, or the charges specified in any existing contract or policy. If an account is sent to a collection agent and/or requires litigation to collect, costs incurred may include legal fees and/or court costs and may be charged to the member.

#### **V. Restoration of Service**

The Cooperative will restore service when the reasons for the service disconnection have been removed and payment of all proper charges due from the member have been received, unless otherwise authorized by management or the President & CEO of the Cooperative.

- A. The Cooperative may charge a service restoration fee as determined by the Cooperative's current fee schedule.
- B. The Cooperative is under no obligation to perform a reconnection on the same day payment is made or after regular business hours.
- C. If a member is subject to disconnection for non-payment and a request is made that the service be transferred in order to circumvent the collection of payment due, the Cooperative may deny the transfer.
- D. Members with a history of disconnection for non-payment may be ineligible for specific rate structures (such as the Time-of-Use rate).