

Section 11 BILLING PROCEDURE (20.4(12)) & (20.2(4) v)

11.1 Type of Billing

A bill for electric service will be provided to each member-consumer on or about the 10th day of each month showing the present and previous meter readings, kWh consumed, energy charge, energy cost adjustment factor, previous balance, sales tax, late payment charge and the member-consumer's name and location.

11.2 Billing Period (20.3(6))

Bills will be for a period of one-month ending on the last day of each month.

When the meter reading date causes a given billing period to deviate by more than 10% (counting only business days), from the normal meter reading period, such bills shall be prorated on a daily basis.

11.3 Due Date

Bills are rendered on or about the 10th day of each month and are due and payable immediately. The bill becomes delinquent after twenty days and a late payment charge will be applied. If the 20th day is a Saturday, Sunday or legal holiday, an additional working day will be allowed without a late payment charge. If payment is made by check or other negotiable instrument where the funds are not immediately available, the Cooperative shall have the discretion to deem the payment as not being made until the negotiable instrument has been honored by the financial institution upon which the instrument is drawn. Generally, if the instrument is presented on or before the twentieth (20th) day after the bill is rendered and honored on or before the twenty-third (23rd) day after the bill is rendered, the payment will be deemed timely. If the instrument is not honored on or before the twenty-third (23rd) day after the bill is rendered, the payment will be deemed late and a late payment charge will be applied. Payments received by mail after the 20th day and postmarked on the 20th day or before will be accepted without a late payment charge.

Issued: December 23, 2008

Proposed Effective: January 1, 2009

Issued By: John R. Smith

Title: CEO

Effective: January 1, 2009

11.31 Bill

The bill shall be the amount computed by applying the applicable price to the consumption.

11.32 Late Payment Charge (20.4(12))

When payment is made after the 20th day, a late payment charge is added. In addition, a late payment charge will be added to payments made on or before the twentieth (20th) day by negotiable instrument, which is not honored on or before the twenty-third (23rd) day after the bill is rendered. The late payment charge will be calculated at 1.5% of the past due amount.

11.33 Forgiveness of One Late Payment (20.4(12))

Each account shall be granted one complete forgiveness of a late payment charge for each calendar year.

11.34 Change of Date of Delinquency (20.4(12))

The date of delinquency for all residential member-consumers or other member-consumer's, whose consumption is less than 3,000 kWh per month, shall be changeable for cause in writing; such as, but not limited to, twenty days from approximate date each month upon which income is received by the person responsible for payment.

11.4 Failure to Receive Bill

Failure to receive a bill shall not entitle the member-consumer to remission of any charge for nonpayment within the time specified.

11.5 Level Payment Plan (20.4(12))

The Cooperative will permit a level payment plan to all residential customers or other customers whose consumption is less than 3,000 kWh per month. The level payment plan will be designed to limit the volatility of a customer's bill and maintain reasonable account balances. The level payment plan shall include at least the following:

- (1) Be offered to each eligible member-consumer when the member-consumer initially requests service.

(2) Allow for entry into the level payment plan anytime during the calendar year.

(3) Provide that a member-consumer may request termination of the plan at any time. If the account is in arrears at the time of termination, the balance shall be due and payable at the time of termination. If there is a credit balance, the member-consumer will be allowed the option of obtaining a refund or applying the credit to future charges. The Cooperative is not required to offer a new level payment plan to a member-consumer for six months after the member-consumer has terminated from a level payment plan.

(4) The monthly level payment plan amount will be 1/12 of the projected cost for the next 12 months subject to any adjustments discussed below.

The Cooperative shall give notice to member-consumers when it changes the type of computation method in the level payment plan. The amount to be paid at each billing interval by a member-consumer on a level payment plan shall be computed at the time of entry into the plan and shall be recomputed at least annually. The level payment amount may be recomputed monthly, quarterly, when requested by the member-consumer, or whenever price, consumption, or a combination of factors results in a new estimate differing by 10 percent or more from that in use. When the level payment amount is recomputed, the level payment plan account balance shall be divided by 12, and the resulting amount shall be added to the monthly level payment amount.

The member-consumer will be given the option of applying any credit to payments of subsequent months' level payment amounts due or of obtaining a refund of any credit in excess of \$25, unless the Cooperative is recomputing the level payment plan monthly.

The member-consumer will be notified of the recomputed payment amount not less than one full billing period prior to the date of delinquency for the recomputed payment, except for Cooperatives recomputing the level payment amount on a monthly basis. The notice may accompany the bill prior to the bill that is affected by the recomputed payment amount.

(5) Irrespective of the account balance, a delinquency in payment shall be subject to the same collection and disconnection procedures as other accounts, with the late payment charge applied to the level payment amount. If the account balance is a credit, the level payment plan may be terminated by the Cooperative after 30 days of delinquency.

11.6 Parties Responsible for Payment

Any individual listed on the Membership application, which may include all adult residents of a residential premise, shall be jointly and severally liable for all bills for service at said premise. Spouses are jointly and severally liable for payment of bills, except in the case where one spouse has specifically notified the cooperative in writing that they intend to contract separately for electric service. Acceptable instances for a spouse to separately contract for residential service shall be limited to pending divorces.

11.7 Billing Information

The Cooperative will provide the member-consumer with its own billing information for the prior 12-month period at no charge. Member-consumers requesting more extensive research may be charged for time and materials associated with the request.