

Oneida-Madison Electric Cooperative, Inc.

Rules and Regulations

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The following rules and regulations apply to each and every member. Copies are on file in the Cooperative's office and are open to inspection by the membership.

1. APPLICATION FOR SERVICE

Each applicant for membership desiring service shall be required to sign an application for membership in the Cooperative and other necessary documents.

2. MEMBERSHIP FEE

Each applicant for membership shall be required to pay a non-refundable sum of \$10.00 when applying for membership in the Cooperative.

3. PREVIOUS BILLS

Any outstanding amounts which the member has previously incurred at the Cooperative for the same or any other location must be paid in full before service will be established.

4. MEMBER'S RESPONSIBILITY FOR THE COOPERATIVE'S PROPERTY

All meters, service connections and equipment furnished by the Cooperative, with the exception of meter sockets, shall be and shall remain the property of the Cooperative. Members shall exercise proper care in protecting the property of the Cooperative on their premises and, in the event of loss or damage to the Cooperative's property arising from neglect of the member to care for same, the cost of necessary repairs or replacements shall be paid by the member.

5. RIGHT OF ACCESS

The Cooperative's employees shall have access to the member's premises at all reasonable times for the purpose of meter reading, inspecting, testing, repairing, removing, or exchanging any or all equipment belonging to the Cooperative. Such access shall not necessarily require advance notice from the Cooperative to the member and shall not necessarily require permission of the member.

6. BILLING AND COLLECTING

- a. No money may be received by a person or entity on behalf of the Cooperative except those duly authorized to receive collections.
- b. Meters will usually be read on or about the first of each month by the Cooperative. The billing date will usually be the 28th of each month or the last non-holiday weekday prior to the 28th.
- c. Billed amounts due must be received by the Cooperative no later than 20 days from billing date (such a date to be known as the bill due date); if payment is received after this date, a penalty charge of 1.5% of the total monthly billed amount will be added as due for the privilege to make late payments.
- d. It is each member's responsibility to make sure that their payments reach the Cooperative on time.
- e. If the amount due is not received by the Cooperative by the close of business within 25 days from the billing date, a written notice will be sent to the member within the next 3 days thereafter (within 28 days from the billing date). Such written notice will state: a) the date when discontinuance of service may occur if payment of the amount due is still not made, and b) other information.
- f. If the amount due is still not received by the Cooperative by the close of business within 16 days from the bill due date, a written final disconnect notice will be sent (at least 16 days prior to the time when 35 days will have elapsed since the bill due date) to the member via certified mail.
- g. Members receiving written final disconnect notices, and the Cooperative, will be subject to the current version (which may change from time to time) of Chapter X, Part 459 of NYCRR Title 21, "Procedures for Notice of Discontinuance of Electric Service", as per the New York State Administrative Procedure Act. The Cooperative also hereby adopts the above referenced "Procedures for Notice of Discontinuance of Electric Service" by reference as part of these "Rules and Regulations of Oneida-Madison Electric Cooperative, Inc."
- h. A member whose service is disconnected may be reconnected upon payment for service rendered through the date of disconnection and upon payment of a reconnection fee. A deposit may be required as defined in Section 18. A reconnection fee of \$100 (plus applicable taxes) must be paid if a member requests to have their service restored between the hours of the 8:00 AM and 3:00 PM on a day when the Cooperative office is open for business. A reconnection fee of \$350 (plus applicable taxes) must be paid if a member requests to have their service restored at any other time. Reconnections will be scheduled within 24 hours of appropriate and applicable payment by the member (including reconnection fees) except when the member requests otherwise or when extreme or unusual circumstances will not permit such action.
- i. When dishonored checks are returned from the bank, the member will be notified and requested to pay the amount of the check, all bank penalties, if any, plus a
 - a. \$20.00 handling charge.

7. DISCONTINUANCE OF SERVICE BY THE COOPERATIVE

The Cooperative may refuse to connect or may discontinue service for the violation of any of its rules and regulations, for violation of any of the provisions of the Schedule of Rates and Charges, for the sake of safety or the protection of property, or for the violation of any of the terms and conditions of the application for membership.

8. INTERRUPTION OF SERVICE

The Cooperative will use reasonable diligence in providing a regular and uninterrupted supply of current, but, should the supply of current be interrupted for any cause, the Cooperative shall not be liable for damages resulting therefrom.

9. NOTICE OF INCREASED LOAD

The Cooperative shall be notified as soon as possible by the member of any planned changes (added electrical loads) which can reasonably be expected to increase a member's typical monthly usage by more than 10%. Failure to do so may result in unplanned service interruptions and damage to the Cooperative's equipment. In the event of loss or damage to the Cooperative's property arising from the neglect of the member to notify the Cooperative of increased load, the cost of necessary repairs or replacements shall be paid by the member.

10. NOTICE OF UNSATISFACTORY SERVICE

Members should notify the Cooperative immediately should the service be unsatisfactory for any reason.

11. NON-REGISTERING METERS

If a meter is discovered, for whatever reason, to be in a non-registering condition, the previous month's consumption, or other reasonable usage estimate, will be used for billing purposes at the discretion of the Cooperative's CEO.

12. CLASSIFICATION OF SERVICE

A service shall be defined as a single point of connection. If two or more dwellings are located on the same parcel of property, each should generally be served separately, per the appropriate service classification. All service classifications will be made at the sole discretion of the Cooperative, which may require appropriate supporting documentation from members from time to time.

13. MEMBERS RESPONSIBILITY

The Cooperative's undertaking extends only to the supplying of service to the point of delivery. The member is warned of the risk of damage, of fire or personal injury resulting from improper wiring and the manner of attachment or use and maintenance of electrical appliances, fixtures and apparatus and is advised to allow no one except experienced and capable electricians to install or make any changes, alterations, additions, or repairs to any part of the member's installations.

14. TAMPERING & THEFT OF SERVICE

If equipment, including metering equipment, belonging to the Cooperative is tampered with or interfered with, the member being supplied through and by such equipment shall pay the amount which the Cooperative estimates is due for service rendered but not registered on the Cooperative's meter and for such replacements and repairs as necessary, as well as for costs of inspection, investigation and protective installations.

15. COOPERATIVE'S RIGHT TO DISCONTINUE SERVICE

The Cooperative may at any time it deems necessary, suspend the supply of electrical energy to any member or group of members for the purpose of making repairs, changes, or improvements upon any part of the Cooperative's system. The Cooperative shall make efforts to furnish reasonable notice of such discontinuance to members where practicable.

16. RELOCATION OF DELIVERY POINT

If the Cooperative shall be required to relocate any poles, metering equipment, or feeders at the member's request, if necessary, in the opinion of the Cooperative, the member shall change the location of his point of delivery at his own expense.

17. BILLING CHANGES

When members are found to be on an improper rate as the result of any investigation made at the member's request, or on routine inspection and determination by the Cooperative, the change of billing to the proper rate classification will apply to the bill for the month during which the determination was made.

18. DEPOSIT

For the purposes of this section, a *new residential customer* is an applicant for electric service to a dwelling unit which such customer uses for his or her residential purposes and where business rates do not apply to the service, and who does not qualify as a *current residential customer*. A current residential customer is a customer who receives electric service to a dwelling unit which such customer uses for his or her residential purposes and where business rates do not apply to the service. A current residential customer includes an applicant for electric service who has transferred dwelling units within the Cooperative's service territory and for whom there is a recent payment history. A *short-term customer* is a person who requires electric service for a specified period of time that does not exceed one year. A customer who receives continuous electric service for more than one year shall not be considered a short-term customer. A *delinquent current residential customer* accumulates two consecutive months of arrears without making reasonable payment, defined as one half of the total arrears of such charges before the time that a late payment charge would become applicable or has had electric service terminated for nonpayment during the preceding six months.

All deposits will be required and held consistent with 21 CRR-NY 451.2 NY-CRR and in accordance with the following:

Nonresidential

It shall be the option of the Cooperative to require a nonresidential customer to deposit a reasonable sum of money, according to the estimated quantity of electricity necessary to supply the customer for 2 calendar months.

Residential

It shall be the option of the Cooperative to require a deposit as a condition of receiving electric service from short-term customers and delinquent current residential customers. Such deposit shall be twice the average, estimated or actual monthly bill for a calendar year, except in the case of electric space heating customers, where deposits shall be twice the estimated average monthly bill for the heating season. Delinquent current residential customers shall be provided with written notice at least 20 days before the Cooperative may assess a deposit and shall be permitted to pay the assessed deposit in installments over a period not to exceed 12 months. The Cooperative shall not require a deposit from any person that the Cooperative knows to be a recipient of public assistance, supplemental security income benefits, or additional State payments. The Cooperative shall not require a deposit from any person that the Cooperative knows to be 62 years of age or older unless such customer has had service terminated by the Cooperative for nonpayment of bills within the preceding six months.

Deposit Interest

The Cooperative shall allow every residential customer, from whom a deposit is required, interest on the amount deposited at a rate prescribed quarterly by the Cooperative. Each quarter, the Cooperative shall select the lowest interest rate available from a pool of local area bank savings accounts. The selected rate shall be used to accrue interest on consumer deposits each quarter. A weighted average interest rate shall be calculated using the quarterly interest rates over the period a customer's deposit is held; and shall be paid to the customer upon the return of the deposit.

Return of Deposit

Deposits shall be refunded to any customer who remains nondelinquent for 12 consecutive months. Return of deposits shall be applied directly to the customer's accounts receivable balance and displayed on the customer's billing statement.

19. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN PURCHASED POWER COST

The energy rates for electric service under Service Classification Schedule 1, Schedule 2, Schedule 3 and Schedule 4 shall be increased or decreased by an amount per kilowatt hour known as the purchased power adjustment rate, which shall be set by action of the Board of Directors from time to time at the sole discretion of the Board of Directors. The purchased power adjustment rate shall not be calculated by any type of formula, but rather shall be arrived at based upon the overall needs of the Cooperative as a business, based on the insight and judgment of the Board of Directors.

CHANGES IN SCHEDULE OF RULES AND REGULATIONS

These rules and regulations may be revised, amended, supplemented, or otherwise changed from time to time. Such changes, when effective, shall have the same force as the present rules and regulations.

NOTE: No employee, director, or officer of the Cooperative has any authority to authorize any changes or exceptions to these Rules and Regulations as written. Only the Board of Directors, by specific action, may waive or allow deviation from any part of these Rules and Regulations, and only then with a stated reason.