

RULES AND REGULATIONS OF NORTHEASTERN REMC

INCLUDING STATEMENT OF NONDISCRIMINATION

On December 24, 1975, the commission approved new rules and regulations and forwarded them to the office of the Attorney General of Indiana. After this office checked the rules and regulations as to their legality, they were sent to the Governor of Indiana. On March 10, 1976, the Governor officially signed them.

Public Law 43-1983 and revisions to the Rules and Regulations of Service for Electrical Utilities in Indiana were approved by the IURC, Cause #37227 and approved by the governor of Indiana, Robert D. Orr, on October 11, 1983. The following now apply to the operations of Northeastern REMC.

The new rules explain the rights and responsibilities of Northeastern's consumer-owners as well as the consumer of private utilities. It also explains the rights and responsibilities of Northeastern in its relationship to the members of the IURC.

This information is being presented to you as required by the new rules and regulations, and we urge you to read and retain it for future reference.

If you have any questions in regards to this information, please call Northeastern's office and we will be happy to answer your questions.

NORTHEASTERN RURAL ELECTRIC MEMBERSHIP CORPORATION
4901 East Park 30 Drive, Columbia City, IN 46725 • (260) 244-6111 or (260) 625-3700

REQUEST FOR METER TEST

In the event a consumer-owner would request that his meter be tested, this request must be made in writing. After the meter is tested and if no error is found, the consumer-owner cannot request another test for twelve (12) months. However, after twelve (12) months the consumer-owner may request, in writing, a second test. If on the second test no error is found, the consumer-owner cannot request another test for thirty-six (36) months unless the consumer-owner elects to bear the full cost of the meter tests during that period.

After each test, the consumer-owner will receive a written report giving the complete results of the test, and a copy of the test will be on file in our office.

However, the consumer-owner may make application at any time to the IURC to have his meter tested. The application to the commission must be accompanied by a fee of ten dollars (\$10.00). The meter test will be made by Northeastern under the supervision of any employee of the commission. If the meter is found to be less than three percent (3%) fast, the fee will be turned over to Northeastern; but if the test shows the meter to be more than three percent (3%) fast, then the ten dollars (\$10.00) paid by the consumer-owner shall be refunded to the consumer-owner by the commission.

A consumer-owner who has a demand meter can make application to the commission to have an electric demand test on the electric load of the consumer. This application must be accompanied by a fee of twenty-five dollars (\$25.00). If the electric demand is found to be correct or higher than the demand fixed by Northeastern, the fee will be turned over to Northeastern; but if the electric demand is found to be less than the demand fixed by Northeastern and greater than four percent (4%), then the fee will be refunded to the consumer-owner by the commission.

EQUALIZED PAYMENT PLAN

Consumer-owners who are receiving electrical service under the residential rate tariffs for residential use may elect to contract for a plan whereby the monthly payments are averaged over an extended period and then the account is balanced at the end of that period. For more specific information on this contractual arrangement, please contact Northeastern's office.

THIRD PARTY PAYMENT NOTIFICATION

If you would like a third party to be notified in the event that you receive a late notice, please complete a Third Party Notice authorization form. This form is available by request at Northeastern's office.

DISCONNECTION OF SERVICE

When a consumer-owner receiving electrical service under the residential rate tariff requests disconnection of service, the consumer-owner shall notify the office at least three (3) days in advance of the day disconnection is desired. The consumer-owner shall remain responsible for all service used and the billings therefore until service is disconnected pursuant to such notification. However, Northeastern must disconnect service within three (3) working days of the requested disconnection date and the consumer-owner shall not be liable for any service rendered after the expiration of three (3) such days.

Northeastern may disconnect service without the consumer-owner's request and without prior notice only:

- (a) if a condition dangerous or hazardous to life, physical safety or property exists; or
- (b) upon order by any court, the commission, or other duly authorized public authority; or
- (c) if fraudulent or unauthorized use of electricity is detected and Northeastern has reasonable grounds to believe the affected consumer-owner is responsible for such use; or
- (d) if Northeastern's regulating or measuring equipment has been tampered with and Northeastern has reasonable grounds to believe that the affected consumer-owner is responsible for such tampering.

PROHIBITED DISCONNECTIONS

HOME ENERGY ASSISTANCE PROGRAM (SAFE): Without consumer-owner request, Northeastern may not, during the period December 1 through March 15, disconnect electric residential service to any consumer-owner who either is receiving assistance or who is eligible for and has provided a completed application or proof of such application to Northeastern.

Electric service to a consumer-owner shall not be disconnected for ten (10) days if, prior to the disconnect date specified in the disconnect notice, the consumer-owner provides Northeastern with a medical statement from a licensed physician or public health official which states that disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the consumer-owner. The postponement of the disconnection shall be continued for one (1) additional ten (10) day period upon the provision of an additional medical statement.

The consumer-owner may not be disconnected for his failure to pay for merchandise or appliances that were purchased from Northeastern, or upon his failure to pay for electrical service rendered at a different metering point if such bill has remained unpaid for less than forty-five (45) days, or upon his failure to pay for services to a previous occupant of the premises to be served, or upon his failure to pay for a different form or class of utility service, or if a consumer-owner shows cause for his inability to pay the full amount due (financial hardship shall constitute cause) and the consumer-owner:

- (1) pays a reasonable portion (not to exceed ten dollars (\$10.00) or one tenth (1/10) of the bill whichever is less, unless the consumer-owner agrees to a greater portion of the bill; and

- (2) agrees to pay the remainder of the outstanding bill within three (3) months; and
- (3) agrees to pay all undisputed future bills for service as they become due; and
- (4) has not breached any similar agreement with Northeastern made pursuant to this rule within the past twelve months.

Provided, however, that Northeastern may add to the outstanding bill a late payment charge not to exceed the amount set pursuant to Rule 13(b). Provided further, that the above terms of agreement shall be put in writing by Northeastern and signed by the consumer-owner and by a representative of Northeastern.

If a consumer-owner or user is unable to pay a bill, which is unusually large due to a prior incorrect reading of the meter, incorrect application of the rate schedule, incorrect connection or functioning of the meter, prior estimates where no actual reading was taken for over two months, stopped or slow meter, or any human or mechanical error of Northeastern, and the consumer-owner:

- (1) pays a reasonable portion of the bill, not to exceed an amount equal to the consumer-owner's average bill for the six (6) bills immediately preceding the bill in question;
- (2) agrees to pay the remaining at a reasonable rate, and
- (3) agrees to pay all undisputed future bills for service as they become due.

Provided, however, that Northeastern may not add to the outstanding bill any late fee. Provided, further, that the above terms of agreement shall be put in writing by Northeastern and signed by the consumer-owner and a representative of Northeastern.

Northeastern will not disconnect service unless it is done between the hours of 8:00 a.m. and 3:00 p.m., prevailing local time, unless it is at the consumer-owner's request, a hazardous condition exists, an order of the court, fraudulent or unauthorized use is detected, or Northeastern's equipment has been tampered with and Northeastern has reasonable grounds to believe that the affected consumer-owner is responsible for the fraudulent use or tampering with the equipment.

Northeastern will not disconnect service for non-payment on any day, or beyond twelve noon (12:00 noon) of the day immediately preceding any day, on which Northeastern is not open to the public.

NOTICE OF ELECTRIC SERVICE DISCONTINUATION

At least fourteen (14) days prior to the scheduled disconnection date, Northeastern will send a disconnection notice to a delinquent consumer-owner advising that service will be discontinued unless the delinquent balance is paid. The notice will state the following:

- (1) the reason for the proposed disconnection,
- (2) the scheduled disconnection date,
- (3) the telephone number of Northeastern's office where the consumer-owner may call during regular business hours to question the proposed disconnection or to seek information concerning the consumer-owner's right,
- (4) a reference to the existence of this pamphlet which explains the consumer-owner's rights as a Northeastern consumer-owner.

If no action is taken by the consumer-owner within the notice period, service will be discontinued on the date specified in the disconnection notice or within a reasonable time thereafter.

A notice will be given to the consumer-owner or left on the premises in the event the consumer-owner is not at home stating that service has been disconnected. The notice will have Northeastern's address and telephone number where the consumer-owner may arrange to have service reconnected.

Northeastern will charge a disconnect and reconnect charge that has been filed and approved by the IURC.

Service must be reconnected after satisfactory arrangements have been made as soon as reasonably possible, but at least within one (1) working day.

INFORMATION PROVIDED MEMBERS

A member-owner may request, free of charge, a copy of the rate schedule that is applicable to the type of service requested.

EXTENSION OF DISTRIBUTION LINES AND SERVICE LINES

When an application is received requesting electrical service, whether overhead construction or underground construction, Northeastern will estimate the cost of required construction. Also, an estimate will be made as to the two and one-half (2 1/2) years expected revenue from the permanent and continued use by the consumer-owner requesting electrical service. If the estimated revenue exceeds the estimated construction cost, the consumer-owner will receive service without charge for providing such service. However, should the construction cost exceed the two and one-half (2 1/2) years revenue, the consumer-owner may be required to make adequate provisions for payment of the construction cost less two and one-half (2 1/2) years revenue to Northeastern. This payment will be accountable for six (6) years during which time if additional applications are made that would utilize the original facilities built for the original applicant, the additional applicant's estimated revenue would be calculated for two and one-half (2 1/2) years less construction cost to connect the additional applicants. The difference would be refunded to the original applicant who made the original payment. Refunds made during the six (6) years would never exceed the original payment.

MODIFICATION AT MEMBER'S EXPENSE

If a consumer-owner requests for his convenience or by his actions requires that Northeastern facilities be redesigned, located, removed, modified or reinstalled, Northeastern may require the consumer-owner to make payment of the full costs of performing such services.

ACCESS TO PREMISES

Duly authorized representatives of the corporation shall have the right to ingress and egress from the premises of a consumer-owner at all reasonable times for the purpose of reading, testing, inspecting, repairing, replacing or removing its meters or other property, or inspecting and/or testing the consumer-owner's installation, or for the purpose of removing its property on the termination of its contract, or on discontinuance of service for whatever cause.

A corporation representative will obtain a meter reading for billing purposes on a monthly basis. Should access to the meter be restricted to obtain this reading and require further contact for this purpose, a special meter read charge may be billed. The special meter read charge will be the amount stated in the latest Rates, appendix B, filed with and approved by the IURC.

SAFETY

All equipment installed on the premises of the consumer-owner by the corporation will be accomplished in a professional manner in conformance with Rule 24(a), Line Construction of the Rules and Regulations of Service for Electrical Utilities in Indiana. The consumer-owner shall not make any changes to the property that will jeopardize the corporation's ability to comply with these standards. If the consumer-owner sees that such a change is necessary, the corporation shall be immediately notified so that safety to life and property may be maintained, and appropriate changes may be made, if necessary, to the corporation's facilities to maintain compliance with this rule.

COMPLAINTS AND REVIEW

A consumer-owner of Northeastern may complain about any bill which is not delinquent, a disconnection notice, or any other matter relating to its service and may request a conference. The consumer-owner may make this complaint in person, in writing, or by completing a form available from Northeastern or the IURC.

In making a complaint and/or a request conference, the consumer-owner shall state at a minimum his name, service address and the general nature of his complaint.

Following the complaint or conference, Northeastern will promptly and thoroughly investigate the complaint and will notify the consumer-owner of the proposed disposition. The notification shall advise the consumer-owner that he may, within seven (7) days following the date of the mailing of the notification, request a review of the proposed disposition by the IURC.

When the consumer-owner requests review by the commission, he must certify that a copy of the request has been sent to Northeastern.

The commission shall provide an informal review within twenty-one (21) days and a written decision will be given within thirty (30) days to both the consumer-owner and Northeastern.

If the consumer-owner is receiving service at the time the complaint and/or review is received by Northeastern, the consumer-owner's services shall not be disconnected until ten (10) days have elapsed from date of mailing of the proposed disposition. When the consumer-owner has requested a review by the commission, Northeastern shall not disconnect service until at least three (3) days have elapsed from the date of mailing of the commission decision if the consumer-owner has paid and continues to pay all undisputed bills as they become due.

If there is disagreement as to what portion of the bill is undisputed, it shall be sufficient that the consumer-owner pay on the disputed bill, an amount equal to his average bill for six (6) months immediately preceding the disputed bill.

STATEMENT OF NONDISCRIMINATION

Northeastern REMC is the recipient of federal financial assistance from the Rural Utilities Service, an agency of the U.S. Department of Agriculture, and is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the rules and regulations of the U.S. Department of Agriculture which provide that no person in the United States on the basis of race, color, national origin, age or handicap shall be excluded from participation in, admission or access to, denied the benefits of, or otherwise be subjected to discrimination under any of this organization's programs or activities. The person responsible for coordinating this organization's nondiscrimination compliance efforts is Marilyn Bobilya, Personnel and Records Supervisor. Any individual, or specific class of individuals, who feels that this organization has subjected them to discrimination may obtain further information about the statutes and regulations listed above from and/or file a written complaint with this organization; or the Secretary, U.S. Department of Agriculture, Washington, D.C. 20250; or the Administrator, Rural Utilities Service, Washington, D.C. 20250. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.

MORE INFORMATION IS AVAILABLE

As a consumer-owner of Northeastern you have additional rights, responsibilities and benefits. These are enumerated in the Articles of Incorporation, Bylaws, Terms and Conditions of Service and the Statement of Nondiscrimination. Copies of the Articles of Incorporation and Terms and Conditions of Service are available upon request.

A complete copy of the Rules and Regulations of Service for Electrical Utilities in Indiana is available for your inspection at Northeastern's office; 4901 East Park 30 Drive, Columbia City, Indiana.

Northeastern's office is open Monday through Friday, 7:30 a.m. until 4:30 p.m. Telephone – 244-6111 or 625-3700.