

# SPECIAL TERMS AND CONDITIONS COOPERATIVE SAFEGUARD AUTOMATIC PAYMENT PLAN

Notwithstanding anything to the contrary in the Cooperative's terms and conditions of service, membership agreement, policies, procedures, tariff, or rate schedules, the following special terms and conditions will apply to those member-consumers or non-member customers (altogether, "Customer(s)") placed on Cooperative Safeguard Automatic Payment Plans ("Safeguard Plan"). Should any provision of any Cooperative rate, tariff, policy, procedure, agreement, or term or condition of service conflict with these special terms and conditions, these special terms and conditions shall prevail, govern, and control.

### Introduction

A Safeguard Plan is a special payment plan applied to the account of a Customer when the Cooperative has not been able to contact that Customer for one of the following reasons: (i) the Cooperative is unable to contact the Customer, (ii) the Customer has failed to contact the Cooperative after the Cooperative has contacted the Customer by phone, email, letter, or bill notice.

The goal of the Safeguard Plan is to protect Customers and prevent disconnections for nonpayment based on arrearages attributable to the COVID-19 pandemic.

A Safeguard Plan is initiated at the option of the Cooperative, requires no action on the part of the Customer, and the Customer has the right to opt out of a Safeguard Plan at any time.

#### Eligibility

A Customer is eligible for a Safeguard Plan if the Customer: (i) is not on another Cooperative payment plan or an official COVID-19 Relief Repayment Plan (as described in H.B. 5005, Item 4-14, Enactment Clause 7(b)) (ii) has an arrearage that has accrued from March 1, 2020, through August 29, 2021, and (iii) could be subject to a notice of disconnection for nonpayment.

Pre-pandemic arrearages may be folded into a Safeguard Plan in the reasonable discretion of the Cooperative.

The Safeguard plan is available to residential Customers and small commercial Customers.

# Cooperative Safeguard Payment Plan Terms, All Services Except Prepaid Electric Service

A Safeguard Plan automatically takes the Customer's remaining arrearage and spreads it equally over time to be paid along with the current bill. No interest, finance, or administration charges or fees, no prepayment penalties, and no credit reporting will be assessed during the term of a Safeguard Plan. The Customer must still pay his or her current electric bill in addition to the Safeguard Plan payment amount.

Total Past Due Balance	Term of Payment Plan	Plan Complete
\$0 - \$600	6 Months	March 2022
\$601 - \$1,200	12 Months	September 2022
\$1,201 - \$1,800	18 Months	March 2023
Over \$1,800	24 Months	September 2023

# Cooperative Safeguard Payment Plan Terms, Prepaid Electric Service Customers

Customers on Schedule A-1-P, prepaid service, would modify their prepaid service as follows in order to pay off debts owed to the Cooperative accrued during the pandemic:

• 60/40 Plan: 60% of prepayments after enrollment in Cooperative Safeguard would be applied to arrearages, and 40% of prepayments would be applied to future electric service.

At the Customer's option, a Customer using prepaid electric service shall have the ability to switch back to traditional billing and rates for the purposes of participating in a repayment plan, including Cooperative Safeguard or another payment plan.

## Opt-Out

A Customer who is placed on a Safeguard Plan has the right to opt out of the Safeguard plan by telephoning the Cooperative and speaking to a Member Services Representative. Options available upon opting out are (i) agreement on a payment plan the terms of which are satisfactory to the Cooperative and the Customer (including budget billing plans or levelized billing plans) or (ii) payment of the arrearage.

# Notice

A Customer placed on a Safeguard Plan will receive a copy of (i) a Cooperative Safeguard Payment Plan Notice, (ii) these terms and conditions for the Cooperative Safeguard Automatic Payment Plans, and (iii) an individual payment plan agreement that documents the terms of the Safeguard Plan. These documents will be sent via First Class Mail, postage prepaid, to the Customer's mailing address of record. Alternatively, if the Customer has an email address registered with the Cooperative, the documents may be sent by email.

#### Dispute Resolution

A Customer placed on a Safeguard Plan shall have access to the dispute resolution processes, both informal and formal, of the Cooperative and the State Corporation Commission's Division of Public Utility Regulation, as further described in the Terms and Conditions of Service.

#### Availability/Expiration

These special terms and conditions will be open for enrollment into Safeguard Plans on the date authorized by the Board of Directors and will expire on December 31, 2023. Any amounts due remaining under a Safeguard Plan not paid off on or before December 31, 2023 will be placed into another standard payment arrangement by agreement of the Cooperative and the Customer or become due and payable immediately on the Customer's next electric bill. Should a Customer stop service with the Cooperative, the Customer may continue to make payments under a Safeguard Plan or, else it will become due and payable immediately upon the Customer's termination of service.