

**SOUTHSIDE ELECTRIC COOPERATIVE**  
**SPECIAL AND TEMPORARY TERMS AND CONDITIONS**  
**COOPERATIVE SAFEGUARD**  
**AUTOMATIC PAYMENT PLAN**

Accepted for Filing  
Public Utility Regulation  
September 16, 2021

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 (collectively, "Customers") 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 with past due debt aged in excess of 60 days 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 with past due balances aged in excess of 60 days, preventing 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, Subsection (b)) (ii) has an arrearage that has accrued from March 12, 2020, through and including 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. All accounts being placed on the Safeguard Plan will be subject to disconnection of service in the event of a default, in the discretion of the Cooperative. Defaulted accounts can be re-established on the Safeguard Plan in a manner acceptable to the Cooperative and the Customer; however, the Cooperative shall not be obligated to re-establish Safeguard Plans for accounts with multiple defaults.

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

## Cooperative Safeguard Payment Plan Terms

A Safeguard Plan automatically takes the Customer's remaining arrearage and spreads it equally over twenty (20) months to be paid along with the current bill. No interest, finance, administration charges, fees, prepayment penalties, and no credit reporting will be assessed during the term of a Safeguard Plan for the past due subject to the Safeguard Plan. In addition to the Safeguard Plan payment amount, the Customer must also pay his or her current electric bill.

### 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) a 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 member-consumer 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 these terms and conditions are accepted by the State Corporation Commission and will expire on December 31, 2024. Any amounts due remaining under a Safeguard Plan not paid off on or before December 31, 2024, 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 it will become due and payable immediately upon the Customer's termination of service.

**SOUTHSIDE ELECTRIC COOPERATIVE**  
**SPECIAL AND TEMPORARY TERMS AND CONDITIONS**  
**COOPERATIVE PREPAY**  
**RATCHET DOWN 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 to those member-consumers or non-member customers (collectively, "Customers") placed on Cooperative Ratchet Down Plans ("Ratchet Plan"). Should any provision of any Cooperative rate, tariff, policy, procedure, agreement, or term or condition of service (including the terms governing the PrePay program) conflict with these special terms and conditions, these special terms and conditions shall prevail, govern, and control.

**Introduction**

A PrePay Ratchet-Down Payment 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 or letter.

The goal of the PrePay Ratchet-Down Payment Plan is to protect Customers and prevent automatic suspension for nonpayment based on arrearages attributable to the COVID-19 pandemic.

A PrePay Ratchet-Down Payment 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 Ratchet Plan at any time.

**Eligibility**

A Ratchet Plan is available for Customers using prepaid electric service under applicable tariffs and terms and conditions ("PrePay") who have accrued debt due to the Cooperative during the COVID pandemic period (March 12, 2020, through and including August 29, 2021). A Ratchet Plan is made available automatically to Customers with accrued debt who do not opt-out of the arrangement.

**Cooperative Ratchet Payment Plan Terms**

The PrePay system will ordinarily automatically suspend a Customer's electric service pursuant to the PrePay terms and conditions when his or her balance reaches \$0.00. Under the Ratchet Plan, that amount will be set as follows, starting at \$1,500 as of the date specified. Each month, the amount at which automatic suspension would occur would lower, or ratchet down, by \$100, eventually reaching zero and returning PrePay service to its normal operation.

Date (as of 12:00 noon EPT)	PrePay Automatic Suspension Threshold
October 29, 2021	\$1,500
November 30, 2021	\$1,400
December 31, 2021	\$1,300
January 31, 2022	\$1,200
February 28, 2022	\$1,100
March 31, 2022	\$1,000
April 29, 2022	\$900
May 31, 2022	\$800
June 30, 2022	\$700
July 29, 2022	\$600
August 31, 2022	\$500
September 30, 2022	\$400
October 31, 2022	\$300
November 30, 2022	\$200
December 30, 2022	\$100
January 31, 2023	\$0

### Opt-Out

A Customer who is placed on the Ratchet Plan has the right to opt out of the Ratchet Plan by telephoning the Cooperative and speaking to a Member Services Representative. Options available upon opting out are (i) returning to a standard monthly billing plan and paying any past due amount in full, or (ii) returning to a standard monthly billing plan and entering into a payment plan the terms of which are satisfactory to the Cooperative and the Customer (including budget billing plans or levelized billing plans).

### Notice

Each PrePay Customer having any debt accrued greater than \$0.00 will receive an email informing them of their situation and enrollment into the Ratchet Plan. A link to or attachment of these Special Terms and Conditions will accompany the email. The email will also include the ratchet

down payment plan description and the payment/suspension threshold schedule listed above. The email will include contact information for the Cooperative. The email will identify October 1, 2021, as the start date of the Ratchet Plan. The email distribution will begin upon the acceptance of these Special Terms and Conditions by the State Corporation Commission.

#### Dispute Resolution

A Customer placed on a Ratchet 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 all Customers utilizing the Cooperative's PrePay service and will expire on February 1, 2023. After that date, the PrePay service operating criteria will have returned to normal, and automatic suspensions of service will occur when a Customer's balance reaches zero.

Any Customer using PrePay and placed on a Ratchet Plan has the right to return to regular billing, without the need for a security deposit, and to be placed on a payment plan to address any debt owed to the Cooperative. Once the plan is completed, a deposit may be required.

Should a Customer stop service with the Cooperative, the debt will become due and payable immediately upon a Customer's termination of service.