

SAND MOUNTAIN ELECTRIC COOPERATIVE

TERMINATION OF SERVICE

Termination for Nonpayment

1. A notice of termination (cut-off notice) shall be given to the consumer prior to termination. The notice will be in the form of: written, text message, email, or a form of communications commonly recognized by the general public. The notice of termination shall be documented, regardless of method used to notify customer.
2. The “cut-off notice” will include:
 - (a) The amount due, including any other charges.
 - (b) The last date of payment and place of payment to avoid termination.
 - (c) Notification of the availability of special counseling for hardship cases.
 - (d) Instructions as to how to apply for a hearing if the bill is disputed.
3. If a consumer does not make payment, notify Sand Mountain Electric Cooperative of dispute of bill, or make other acceptable arrangements by last date for payment, SMEC will proceed with termination.
4. Hearings on disputed bills will be held by appointment at our Rainsville office between the hours of 7:30 a.m. and 4:00 p.m. on any business day.
5. A consumer requesting a hearing has the right to examine our records pertaining to their service.
6. A consumer requesting a hearing has the right to have a representative at the hearing to testify and to present witnesses.
7. Hearings will be conducted by a Hearing Officer duly appointed by Sand Mountain Electric Cooperative.
8. The Hearing Officer will hear the evidence, render a decision and shall promptly provide the consumer a copy of the decision, if requested.
9. SMEC will monitor weather conditions using www.weather.com for Rainsville, AL. and will suspend termination for nonpayment if the following conditions apply: Winter – the forecasted low for the upcoming night is to be below 20 degrees/Fahrenheit or the forecasted high for the day is not to exceed 32 degrees/Fahrenheit. Summer – the forecasted high for the day in excess of 98 degrees/Fahrenheit.

- 10. In cases where SMEC has documented evidence of the necessity of service to operate life sustaining medical equipment, SMEC will delay termination for nonpayment for up to an additional 30 days beyond the normal grace period. Documented evidence must be certified by a medical professional and should be updated at least annually.

Termination for Reasons Other Than Nonpayment

Service may be refused or terminated for any of the reasons listed below. Unless otherwise stated, the customer shall be allowed a reasonable time period in which to comply with the rule before service is discontinued.

- 1. Service may be refused or terminated without notice in the event of a condition on the customer’s premises determined by SMEC to be hazardous. In the event service is disconnected due to a hazardous condition through no fault of the customer, no reconnect fee will be charged.
- 2. Service may be refused or terminated without notice in the event of tampering with metering, using unmetered service on the premises, cutting meter seal or tampering in any way with equipment furnished and owned by SMEC.
- 3. Service may be refused or terminated without notice in the event of customer use of equipment in such a manner as to adversely affect SMEC’s equipment or SMEC’s service to others.
- 4. Service may be refused or terminated without notice in the case of any unauthorized use of electricity or SMEC owned equipment.
- 5. Service may be refused or terminated for failure of the customer to permit SMEC personnel and equipment access to its facilities and equipment for inspection and maintenance.
- 6. Service may be refused or terminated for failure of the customer to fulfill his/her/its contractual obligations for service and/or use of facilities and equipment owned by SMEC.

Attested _____
Secretary

Adopted: February 24, 1981
 Revised: October 23, 1990
 October 28, 2014
 November 25, 2014
 March 24, 2015