

Revised 08-31-89, 09-01-92, 05-09-94, 09-13-04; 11-14-05; 03-08-07; 09-10-07, 11-10-08

BOARD POLICY NO. 5-13 R-16

SUBJECT: DEPOSITS

POLICY:

The cooperative's deposit policy is designed to assess the level of credit risk associated with all applications for new or continued service and to establish required deposits at levels considered sufficient to mitigate losses of revenue to the Cooperative.

I. Residential Service Applicants

The technology-based screening tool, Online Utility Exchange, shall be the standard for evaluating the credit risk of any new applicant for residential service and for establishing any required deposit for any new applicant at the point of application or for any existing transferring customer determined by experience to be at significant credit risk level at the time of a request for transfer of service.

ONLINE UTILITY EXCHANGE screening will provide the following criteria for deposit decision-making:

- 1) Social Security Number (SSN) verification;
- 2) Credit risk level of applicants for initial service or for additional service; and
- 3) Payment experience with other utility providers.

Credit risk levels shall be:

- 1) No credit risk (Online Utility Exchange's green light designation)
- 2) Minimal credit risk (Online Utility Exchange's yellow light designation)
- 3) Substantial credit risk (Online Utility Exchange's red light designation)

Deposit amounts shall be as follows:

- a. Applicants who pose no credit risk will be charged no deposit for each service, except renters. **(See separate Renters Section below.)**
- b. Applicants who pose minimal credit risk will be charged a \$100.00 deposit for each service.
- c. Applicants who pose substantial credit risk will be charged a \$250.00 deposit for each service.

- d. Any existing customer transferring within the UCCEMC area, if their payment history indicates a significant credit risk level, shall be required to have a total deposit of \$250. An existing customer shall be deemed to present a significant credit risk if: (i) the customer has had more than three late payments within the twelve-month period prior to the transfer of accounts; or (ii) the customer has been issued any cut-off notice or has had any check returned for insufficient funds, no account, account closed or other reason.
- e. Any customer who service was terminated for non-payment or who has an unpaid utility bill owing to another utility as indicated by the ONLINE Utility Exchange report shall be required to make a \$250 deposit.
- f. Any applicant who refuses to provide their social security number shall be required to make a \$250 deposit.
- g. Any applicant who has filed a bankruptcy petition shall be required to make a \$250 deposit.

General Requirements:

- 1. Deposits required in situations c, d, e, f and g above shall have been paid prior to the time a connect order is issued.
- 2. Deposits are transferable from one service address to another in same name only.
- 3. Upon termination of service, the deposit will be applied against any unpaid bills of the customer's account, and any remaining balance will be returned to the customer.
- 4. In compliance with the Federal Trade Commission and the Fair Credit Reporting Act (FCRA)'s mandate that a consumer, who is charged a deposit based upon their credit information, be given notification as to where the information was obtained and detailed procedures as to how they might dispute the information, an Adverse Action Letter shall be given to any applicant who is denied service, or who is charged a deposit. Spanish-speaking applicants may be provided the adverse action letter printed in Spanish.

Screening Homeowners and Renters:

Homeowners:

If an applicant indicates that he or she own the home, or is in the process of purchasing the home, to which service is requested, the applicant and his or her spouse or partner(s), if applicable, (joint membership), shall be screened to determine their identity and credit risk level. In case of a joint membership, the deposit decision shall reflect the greater credit risk of the joint members.

Renters:

If the applicant indicates that he or she rent the home, apartment, mobile home or other residential structure to which service is requested and the membership will be a joint

membership, (the applicant and spouse and or partner(s) of the applicant), the applicant and spouse, partner(s) listed on the membership and any spouse(s), shall be screened. In case of a joint membership, the deposit decision shall reflect the greater credit risk of the joint members. In no case shall the deposit required be less than \$100.

II. General Power Customers

- A. Deposits shall be required of all General Power customers in an amount equal to twice the anticipated highest monthly bill except such customers for services to facilities that qualify as appurtenances of residential accounts and which could have been served off the residential structure's distribution panel. Deposits for such excepted General Power accounts shall be determined by using the criteria for residential deposits. The cooperative's estimated deposit amounts shall be used for other required General Power customer deposits and such estimates shall be made on the basis of the best data available.
- UCEMC personnel shall not energize any facility before the required security deposit is received in satisfactory amount and surety.**
- B. The following options will be available to General Power Customers for the payment of security deposits:
1. By posting a bond on a reputable bonding or insurance company at the member/customer's expense, or
 2. By making a cash deposit with the cooperative. Such deposit shall earn interest at a rate paralleling rates at local banks for investments of like amounts and time periods.
 3. By posting a commercial letter of credit at the member/consumer's expense and irrevocable except with 90 days notice to the cooperative.
 4. By participation in the TVA's Enhanced Security Deposit Program (as further discussed below).
- C. Commercial and industrial customers will receive refunds of cash security deposits as a credit to their account or by a cooperative check upon settlement of the final bill at termination of service.
- D. Interest will accrue on cash deposits at an annual rate paralleling local bank rates for investments of like amounts and time periods and will be compounded and paid annually or at an earlier date if service is terminated.
- E. Customers having a connected load of 200 KW or greater or who have been previously approved by TVA and, after nomination by UCEMC and approval by TVA's insurance carrier, shall be allowed to participate in TVA's Enhanced Security Deposit Program in lieu of standard monetary deposits.

Any customer participating in the ESOP Program who defaults on payment of any bill owed to UCEMC and who is disconnected for non-payment of said bill shall be subject to the monetary deposits in the amounts required of customers not meeting the requirements to participate in TVA's Enhanced Security Deposit Program before having service re-connected by UCEMC.

Any participant in TVA's Enhanced Security Deposit Program that is subsequently dropped from the Program shall immediately post a security deposit in on the alterative forms set out above.

- F. All General Power Contracts shall contain the following paragraph or otherwise suitable similar paragraph:

Security Deposit. The customer shall post and maintain a security deposit in an amount, surety and manner satisfactory to UCEMC prior to receiving any power to the facility herein described. The amount of the security deposit will be the estimated usage of power for two months. The estimate will be based on electric load provided by the customer or observed by UCEMC, on expected load factor and on the price of power. UCEMC may adjust the amount of security deposit required from time to time to keep the amount consistent with two months billing based on measured usage. UCEMC may, upon seven (7) days notice, terminate service to customer if customer fails to maintain a security deposit as required herein.

III. Construction

- A. A member/customer who requests the construction of unusually costly service facilities may be required to post a security deposit of cash to assure a minimum purchase of electricity over a specified period of time.
- B. This policy may be utilized in lieu of or in connection with aid-in-construction charges assessed under Policy Statement No. 5-S. The terms and conditions negotiated with the customer shall be set forth in writing with acknowledgement of receipt.
- C. Refund of construction deposits will be made only in accordance with the terms of each individual agreement.
- D. Interest will accrue on construction deposits at an annual rate paralleling local bank rates for investments of like amounts and time periods. Interest will be compounded annually and paid or applied at the termination of the contract.

IV. Security Lights

- A. A deposit shall be made prior to the installation of any security light for any members not showing ownership of the property on which or for which the light will be installed.
- B. The deposit amount shall be calculated as follows:
 - 1. Light installed on existing pole = facility charge per month x 12
 - 2. Light requiring the installation of one or more poles = (facility charge per month + pole rental charge) x (36 x number poles required)
 - 3. The deposit amount shall be an amount equally divisible by five. Calculated amounts not equally divisible by five shall be rounded to the next higher number divisible by five.
- C. Members shall forfeit deposits for security lights which cease to be billed to them due to their request for termination due to nonpayment of bills, or for termination for other causes not elected by the Cooperative. Notwithstanding, any member may choose to pay the balance of bills due under contract and have deposit refunded.
- D. Deposits for security lights remaining in service for contract terms will be refunded after the expiration of their initial terms. Unless legal requirements and policy provisions stipulate otherwise, forfeited security deposits and interest may be applied to any other debt owed to the Cooperative by a member/customer.

RESPONSIBILITY: General Manager

PROCEDURE: As required to carry out policy.