

Conditions of Application for Electric Service

- 1) The signed Application for Electric Service shall constitute a contract between the parties upon acceptance by the Cooperative.
- 2) A member is “any person or entity purchasing electric energy and receiving such energy through facilities owned and/or maintained by this Association.”
- 3) The Applicant/Member’s premises must be wired in compliance with the National Electrical Code.
- 4) Upon completion of the application or use of electricity prior to the completion of this application constitutes the acceptance of this application/agreement. The Applicant/Member agrees to comply with the provisions of the Articles of Incorporation, policies, by-laws of Meeker Cooperative, and the Member Handbook.
- 5) Billing for New Service will begin when the Cooperative has completed its construction. Electric service purchased from the Cooperative will be purchased at rates set by the cooperative, which includes a minimum monthly charge regardless of energy used.
- 6) The Applicant/Member hereby authorizes the Cooperative the right to enter onto said Member’s premises to construct and maintain the lines serving said residence/business, including all extra equipment and/or additional wiring subsequently attached, up to the meter or weather-head and lines on the premises serving other residences. This shall include the right to trim and spray the line right-of-ways, to maintain clearance in accordance with state, federal and RUS standards/specification. This shall also include the right to read, maintain and replace Cooperative meters.
- 7) If the Applicant/Member defaults on said Member’s account and the Cooperative commences collection proceedings, the Applicant/Member must pay applicable late payment fees, interest and all costs of collection. Connections or reconnections shall be made when all delinquent accounts owed by the customer have been fully paid and all policies and regulations of the Cooperative have been met. The Applicant/Member grants the Cooperative a security interest in whatever capital credit the Applicant/Member is either currently entitled to receive or will receive in the future.
- 8) The Cooperative will endeavor to provide continuous service but does not guarantee an uninterrupted supply of electric service. The Cooperative will not be responsible for any loss or damage resulting from the interruption disturbance of service for a cause other than gross negligence of the Cooperative. The Cooperative will not be liable for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service. Meeker Cooperative recommends that three-phase protection be added to three-phase equipment and motors to protect that equipment in the case of a single or multiphase outage or interruption of service.
- 9) Cooperative Members receive the cooperative’s monthly newsletter, the *Meeker Pioneer*. Annual subscription cost of \$5.00 is paid through the base rate.
- 10) All fees (application fee, deposits, construction charges and other applicable fees) that are not paid prior to the use of electric service shall be billed on the Member’s regular electric bill. Payment on the bill will apply first to the balance of the fees and other charges until they are paid. If payment on the account is not sufficient to cover both the fees and electric usage, the account will go into “past due” status.
- 11) Operation Round Up® is a voluntary program in which the Applicant/Member’s electric bill is automatically rounded up to the next highest dollar. The average yearly contribution from each participating Member is less than \$6.00 and the most a Member could contribute is \$11.88 per year. Contributions are tax deductible and used to provide financial assistance to worthwhile activities and community projects within Meeker Cooperative’s service territory.
- 12) I give my consent for Meeker Cooperative to conduct an identity check and soft credit check in compliance with the Red Flag Rules mandated by Federal FACT Act 2003, 16 C.F.R. 681. I understand that all information is confidential and will not affect my credit score in any way. If there are persons residing at the member residence who are not members of the Cooperative, then it shall be the sole responsibility of the Cooperative member of said residence to secure any and all electric information and/or communication from or to the Cooperative, or that in any way relates to the Cooperative, for the purpose of identity theft prevention. Further, in the event that the member moves out of said residence, it shall be the member's responsibility to immediately notify the Cooperative in writing stating that (i) they have moved out of said residence, and (ii) future Cooperative correspondence should no longer be sent in the member's name to said residence. If the member fails to comply with this requirement, the Cooperative shall not be liable for any resulting identity theft damages
- 13) Meeker Cooperative Light & Power Association, Litchfield, Minnesota, is the recipient of federal financial assistance from the Rural Utilities Services, 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, 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 effort is the General Manager. Any individual or specific class of individuals who feel 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 Services, Washington, D.C. 20250. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.