



May 9, 2024

ELECTRONICALLY FILED WITH RCA

Regulatory Commission of Alaska
701 W. 8th Avenue, Suite 300
Anchorage, AK 99501

Subject: *Tariff Advice No. 434-121; Chugach Electric Association, Inc. to Update the Rule Numbers for Conditions of Service, Billing and Collections, and Resale of Electricity.*

Commissioners:

The tariff filing described below is transmitted to you for filing in compliance with the Alaska Public Utilities Commission Act and Sections 3 AAC 48.200 - 3 AAC 48.430 of the Alaska Administrative Code. The purpose of this filing is to update the rule numbers contained in the operating tariff under Certificate of Public Convenience and Necessity (CPCN) No. 121 (North District) for the Conditions of Service, Billing and Collections, and Resale of Electricity to align the numbering for these rules with the CPCN No. 8 (South District) operating tariff. This filing is a continuation of the alignment of the North and South District operating tariffs resulting from Chugach Electric Association, Inc.'s (Chugach) acquisition of the Municipality of Anchorage d/b/a Municipal Light & Power. The following tariff sheets are submitted for approval:

<u>TARIFF SHEET NUMBER</u>		<u>CANCELS SHEET NUMBER</u>		<u>SCHEDULE OR</u>
<u>ORIGINAL</u>	<u>REVISED</u>	<u>ORIGINAL</u>	<u>REVISED</u>	<u>RULE NUMBER</u>
9	2nd Revision	9	1st Revision	Rule 1
21	2nd Revision	21	1st Revision	Rule 5
22	2nd Revision	22	1st Revision	Conditions
23	2nd Revision	23	1st Revision	of
24	2nd Revision	24	1st Revision	Service
25	2nd Revision	25	1st Revision	
26	2nd Revision	26	1st Revision	
27	2nd Revision	27	1st Revision	Rule 6
28	2nd Revision	28	1st Revision	Billing
29	2nd Revision	29	1st Revision	and
30	2nd Revision	30	1st Revision	Collections
31	2nd Revision	31	1st Revision	
33	2nd Revision	33	1st Revision	
34	2nd Revision	34	1st Revision	
35	2nd Revision	35	1st Revision	

37	2nd Revision	37	1st Revision	
38	3rd Revision	38	2nd Revision	
39	2nd Revision	39	1st Revision	
40	2nd Revision	40	1st Revision	
41	2nd Revision	41	1st Revision	Rule 7

With this filing, Chugach proposes to update the numbering of the rules for Conditions of Service, Billing and Collections, and Resale of Electricity to match the rule numbers provided in Chugach’s South District operating tariff, and to update the reference on Tariff Sheet No. 9 to reflect the updated rule number for the service center contact information. The language contained in the rules previously numbered as Rule Nos. 6 and 7 (North District) has been aligned to match the language in the South District Rules Nos. 5 through 7 with previous filings.

The tariff changes in this filing do not conflict with any other schedule or rate, do not impact system revenues, and do not otherwise adversely impact Chugach’s retail members, or its wholesale member Seward Electric System (Seward). Chugach provides electric service to approximately 93,000 retail members (113,000 meters) and wholesale member Seward.

Summary

In recognition that the current North District operating tariff Rule Nos. 6 and 7 contain the same subject matter and language as provided under the South District operating tariff Rule Nos. 5 through 7, Chugach is proposing to revise the numbering for these rules in the North District operating tariff to match the numbering for these rules in the South District operating tariff. The proposed updates in this filing are explained further below.

- ***Tariff Sheet No. 9:*** Chugach is proposing to update text to reflect the updated rule number for the service center contact information. The text has been revised from 6.12.1 to 5.12.
- ***Conditions of Service:*** With this update, Chugach is proposing to update the number for this rule from Rule No. 6, Conditions of Service, to Rule No. 5, Conditions of Service. This update will result in the following changes:
 - Rule No. 6.1, Membership, is updated to Rule No. 5.1, Membership.
 - Rule No. 6.2, Application for Service, is updated to Rule No. 5.2, Application for Service.
 - Rule No. 6.3, Transfer of Service, is updated to Rule No. 5.3, Transfer of Service.
 - Rule No. 6.4, Authorization, is updated to Rule No. 5.4, Authorization.
 - Rule No. 6.5, Former Indebtedness, is updated to Rule No. 5.5, Former Indebtedness.
 - Rule No. 6.6, Deposits, is updated to Rule No. 5.6, Deposits.

- Rule No. 6.7, Easements, is updated to Rule No. 5.7, Easements.
 - Rule No. 6.8, Inspections, is updated to Rule No. 5.8, Inspections.
 - Rule No. 6.9, Installation and Accessibility of Chugach Property, is updated to Rule No. 5.9, Installation and Accessibility of Chugach Property.
 - Rule No. 6.10, Protection of Chugach Property, is updated to Rule No. 5.10, Protection of Chugach Property.
 - Rule No. 6.11, Member Complaints, is updated to Rule No. 5.11, Member Complaints.
 - Rule No. 6.12.1, Service Center, is updated to Rule No. 5.12, Service Center.
- ***Billing and Collections:*** With this update, Chugach is proposing to update the number for this rule from Rule No. 7, Billing and Collections to Rule No. 6, Billing and Collections. This update will result in the following changes:
 - Rule No. 7.1, Payment of Bills, is updated to Rule No. 6.1, Payment of Bills.
 - Rule No. 7.2, Deferred Payment Agreements, is updated to Rule No. 6.2, Deferred Payment Agreements.
 - Rule No. 7.3, Multiple Signatories, is updated to Rule No. 6.3, Multiple Signatories.
 - Rule No. 7.4, Payment During Member's Absence, is updated to Rule No. 6.4, Payment During Member's Absence.
 - Rule No. 7.5, Meter Reading and Estimated Billing, is updated to No. Rule 6.5, Meter Reading and Estimated Billing.
 - Rule No. 7.6, Make-Up Bills, is updated to Rule No. 6.6, Make-Up Bills.
 - Rule No. 7.7, Level Pay Billing, is updated to Rule No. 6.7, Level Pay Billing.
 - Rule No. 7.8, Non-Sufficient Fund Balance Fee, is updated to Rule No. 6.8, Non-Sufficient Fund Balance Fee.
 - Rule No. 7.9, Disconnection of Service, is updated to Rule No. 6.9, Disconnection of Service.
 - Rule No. 7.10, Notice Requirements for Disconnection of Service, is updated to Rule No. 6.10, Notice Requirements for Disconnection of Service.
 - Rule No. 7.11, Annual Prepaid Bill, is updated to Rule No. 6.11, Annual Prepaid Bill.
 - Rule No. 7.12, Electronic Bill Presentation (Paperless Billing), is updated to Rule No. 6.12, Electronic Bill Presentation (Paperless Billing).
 - Rule No. 7.13, Adjustment for Tax or Surcharge, is updated to Rule No. 6.13, Adjustment for Tax or Surcharge.

- **Resale of Electricity:** With this update, Chugach is proposing to update the number for this rule from Rule No. 7.14, Resale of Electricity, to Rule No. 7, Resale of Electricity.

Description of Tariff Sheet Changes

Tariff Sheet No. 9: The text reference for the service center contact information has been updated from 6.12.1 to 5.12.

Tariff Sheet No. 21: The text changes on this sheet reflect the rule number updates from Rule Nos. 6, 6.1, and 6.2 to Rule Nos. 5, 5.1, and 5.2.

Tariff Sheet No. 22: The text changes on this sheet reflect the rule number updates from Rule Nos. 6.3, 6.4, and 6.5 to Rule Nos. 5.3, 5.4, and 5.5.

Tariff Sheet No. 23: The text change on this sheet reflects the rule number update from Rule Number 6.6 to No. 5.6.

Tariff Sheet No. 24: The text changes on this sheet reflect the rule number updates from Rule Nos. 6.7, 6.8, and 6.9 to Rule Nos. 5.7, 5.8, and 5.9.

Tariff Sheet No. 25: The text changes on this sheet reflect the rule number updates from Rule Nos. 6.10 and 6.11 to Rule Nos. 5.10 and 5.11.

Tariff Sheet No. 26: The text changes on this sheet reflect the rule number updates from Rule No. 6.12.1 to Rule No. 5.12

Tariff Sheet No. 27: The text changes on this sheet reflect the rule number updates from Rule Nos. 7 and 7.1 to Rule Nos. 6 and 6.1. The text reference for the service center contact information has been updated from 6.12.1 to 5.12. The text reference for the deferred payment agreements has been updated from 7.2 to 6.2.

Tariff Sheet No. 28: The text reference for service disconnection and notice requirements has been updated from 7.9 and 7.10 to 6.9 and 6.10, respectively. The text reference for the deferred payment agreements has been updated from 7.2 to 6.2. The text for the rule number on this sheet has been updated from Rule No. 7.2 to Rule No. 6.2.

Tariff Sheet No. 29: The text changes on this sheet reflect the rule number updates from Rule Nos. 7.2, 7.3, and 7.4 to Rule Nos. 6.2, 6.3, and 6.4. The text reference for service disconnection requirements has been updated from 7.10(b) to 6.10(b).

Tariff Sheet No. 30: The text changes on this sheet reflect the rule number updates from Rule Nos. 7.5 and 7.6 to Rule Nos. 6.5 and 6.6.

Tariff Sheet No. 31: The text for the rule number on this sheet has been updated from Rule No. 7.7 to Rule No. 6.7. The text reference for the service center contact information has been updated from 6.12.1 to 5.12.

Tariff Sheet No. 33: The text for the rule number on this sheet has been updated from Rule No. 7.8 to Rule No. 6.8.

Tariff Sheet No. 34: The text for the rule number on this sheet has been updated from Rule No. 7.9 to Rule No. 6.9.

Tariff Sheet No. 35: The text reference for the disconnection notice requirements has been updated from 7.10 to 6.10. The text reference for the application of permanent service has been update from Rule 2.3 to Rule 3.2 in reference to tariff sheet 11.

Tariff Sheet No. 37: The text for the rule number on this sheet has been updated from Rule No. 7.10 to Rule No. 6.10. The text reference for service disconnections has been updated from 7.9 to 6.9.

Tariff Sheet No. 38: The text for the rule number on this sheet has been updated from Rule No. 7.10 to Rule No. 6.10.

Tariff Sheet No. 39: The text for the rule number on this sheet has been updated from Rule No. 7.10 to Rule No. 6.10. The text reference for deposit requirements has been updated from 6.6 to 5.6.

Tariff Sheet No. 40: The text changes on this sheet reflect the rule number updates from Rule Nos. 7.11, 7.12, and 7.13 to Rule Nos. 6.11, 6.12, and 6.13.

Tariff Sheet No. 41: The text for the rule number on this sheet has been updated from Rule No. 7.14 to Rule No. 7. The text 7.1 has been added to provide the rule number for Sale of Electricity for Resale.

Please contact David Caye, Economic/Financial Regulatory Analyst, at (907) 762-4842 or David_Caye@Chugachelectric.com if additional information is needed.

Sincerely,

CHUGACH ELECTRIC ASSOCIATION, INC.



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Chief Executive Officer
P.O. Box 196300
Anchorage, Alaska 99519-6300
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arthur_miller@chugachelectric.com

Attachments

cc: Kat Sorensen, City Manager, City of Seward (electronically)

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2nd Revision

Sheet No. 9



Canceling

1st Revision

Sheet No. 9

Chugach Electric Association, Inc.

RULES AND REGULATIONS

1. AUTHORITY FOR RULES AND REGULATIONS

1.1 Adoption

These rules and regulations have been adopted by the Board of Directors of Chugach Electric Association, Inc. (hereinafter called "Chugach") in accordance with Chugach's Articles of Incorporation and Bylaws and in accordance with the requirements of Federal, State, and other bodies having jurisdiction over Chugach.

No officer, agent, or employee of Chugach has the authority to waive, alter, or amend these rules and regulations.

Copies of the rules and regulations, together with the attached copies of the rate schedules, are available for inspection at Chugach's office at 5601 Electron Drive, Anchorage, Alaska during working hours and on Chugach's website: www.chugachelectric.com.

Members may contact Chugach using the contact methods provided in Section 5.12 T Service Center.

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Chugach Electric Association, Inc.

5. CONDITIONS OF SERVICE

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5.1 Membership

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Chugach is a non-profit electric cooperative corporation, and membership therein is a condition of receiving electric service. Individuals, singly and jointly, partnerships, associations, public and private corporations, and government units may become members by filling out an application and presenting sufficient identification. There is a non-refundable membership fee, as set forth in the applicable Schedule of Fees, payable at the time of application. A membership is not transferable.

5.2 Application for Service

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Each applicant for service shall complete and sign Chugach’s standard membership application form. Providing complete and accurate information on the form is a condition of service.

In the absence of a signed agreement or application for service, the supply of service by Chugach and its acceptance by the member shall constitute an agreement and acceptance of Chugach’s policies, rules, and regulations.

Service will be established to existing facilities within five (5) working days of Chugach’s receipt of a completed application. A connect fee will be charged for this service. Charges for service connection are set forth in the Schedule of Fees.

In the event an applicant requests establishment of service outside regular business hours, the applicant will be charged an after-hours hook-up charge as set forth in the applicable Schedule of Fees.

Where construction of a new or secondary service is required, Chugach will complete construction of an applicant’s secondary service facility within five (5) Chugach working days following notice to Chugach that the applicant’s service entrance equipment has been installed and passed inspection by the appropriate agency. If Chugach fails to complete construction by that date, due to the fault of Chugach or its contractors, Chugach will pay the applicant a performance guarantee payment as identified in Section 8.18. Such payments are the applicant’s only remedy for Chugach’s failure to complete construction in a timely manner. Chugach will not be responsible for damages from delay.

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Chugach Electric Association, Inc.

5.3 Transfer of Service

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A member may have service transferred from one location within the Chugach service area to another by submitting new application information and paying a connect fee as set forth in the applicable Schedule of Fees. The connect fee for transfer of service will be included in the next billing cycle.

5.4 Authorization

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All electric service requests must be submitted by the member, the member's attorney-in-fact, or the member's authorized agent. An officer or authorized representative may make orders on behalf of an association, corporation, or government unit. Joint members may act for each other.

5.5 Former Indebtedness

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Chugach may refuse to extend service to an applicant who has an overdue account with Chugach for previous utility service until payment in full is made. This section applies to former members who apply for membership directly or through some agency or relationship.



Chugach Electric Association, Inc.

5.6 Deposits

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Chugach may require a separate deposit for each meter installed. Applicants may be required to pay a deposit when they apply for service. The amount will be determined by Chugach after consulting with the applicant. Under no circumstance will the deposit exceed two times the average monthly bill, as estimated by Chugach.

Chugach will pay the actual rate of interest earned on deposits for a single meter which total more than \$100.00. However, if delinquent payments result in interruption of service, Chugach will not pay interest on the deposit for twelve months after reestablishing service.

Chugach will waive or refund a deposit plus any accrued interest within ninety days if the applicant:

- (a) has previously established a good payment record with Chugach within the last three (3) years; or,
- (b) provides written verification from the electric utility which last provided comparable service stating that the applicant was not delinquent in payment for the last twelve consecutive months of service at the prior location.

Chugach will refund deposits plus any accrued interest within thirty days after the earlier of:

- (a) Twelve months continuous service, if the member has not been past due in the payment of Chugach bills more than twice, and has not been delinquent in the last six months and is not past due at the time of review; or,
- (b) Termination of service, to the extent the amount held exceeds any balance due to Chugach for electric service, late fees, and finance charges.

Chugach will provide deferred payment deposit agreements for residential applicants where economic hardship is clearly demonstrated.

Chugach may institute or adjust a deposit for an established member who is delinquent in payment.

A deposit remitted in compliance with the requirements of these rules and regulations does not relieve a member from the obligation to pay their utility bills by the date that payment is due.

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5.7 Easements

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Chugach requires that easements providing a suitable right-of-way for distribution lines needed to reach the applicant's premises be executed prior to providing service. Chugach may also require new applicants, prior to receiving service, to execute additional specific easements where necessary for future or additional system extensions. Access to Chugach easements must be available at all times. (See Rule 5.10.)

5.8 Inspections

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Except in emergency situations, a new or modified service will not be connected until Chugach receives evidence that an inspection of the premises has been conducted by the appropriate authority to ensure compliance with minimum safety requirements of the National Electrical Code, the National Electric Safety Code and the Alaska General Safety Code. Any inspections performed by Chugach will be limited to the supply side of the service entrance equipment.

5.9 Installation and Accessibility of Chugach Property

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Meters and the main point of disconnection will be installed on the outside of the building and to minimum Chugach service standards (which are available from Chugach). Members will be required, at the request of Chugach, to move meters to an outside installation at the member's expense.

Consumers shall provide any properly identified employee of Chugach with unrestricted access to Chugach's property at all reasonable times for any purpose, including, but not limited to: reading meters, testing or inspecting members' load or equipment, repairing, removing, or replacing any equipment belonging to Chugach, and clearing access to Chugach property (i.e., pedestals, lines or transformers).

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Chugach Electric Association, Inc.

5.10 Protection of Chugach Property

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Any equipment or devices furnished by Chugach shall remain its property and may be removed by Chugach at any time. To protect its equipment and service, Chugach may seal the switch or other device, equipment or facilities located on the customer's premises to prevent access by unauthorized persons.

The member is responsible for the safekeeping of Chugach's property located on the member's premises and shall not connect to, interfere with or alter the conductor, meters, seals or other facilities used in connection with rendering electric service or permit connection to, interference with, or alteration by any person other than an authorized agent or employee of Chugach. A member shall take all reasonable precautions against unlawful interference with that property and take all steps necessary to ensure access to that property is unimpaired.

5.11 Member Complaints

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Member complaints should be directed to the Director of Member Services. Chugach will provide a response to each service complaint within 10 working days of its receipt. If the member informs Chugach that they are not satisfied with the initial response, the complaint will be directed to the appropriate division executive manager for a response. If the member is still dissatisfied, the complaint will be directed to the Chief Executive Officer. If the matter is still unresolved, the complaint will then be directed to the Chugach Board of Directors. Members may, however, appeal to the Regulatory Commission of Alaska at any time.

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Chugach Electric Association, Inc.

5.12 Service Center

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Location: 5601 Electron Drive, Anchorage, AK 99518
Lobby Hours: 8 a.m. to 5 p.m., Monday through Friday
Night deposit available

Member Services email address
Chugach Website

service@chugachelectric.com
www.chugachelectric.com

Payment Remittance mailing address

PO Box 196760
Anchorage, AK 99519-6760

General Mailing Address

PO Box 196300
Anchorage, AK 99519-6300

Main Number
Dial Toll Free (In Alaska)

(907) 563-7494
(800) 478-7494

Member Services

Member Service	(907) 563-7366
Member Service Facsimile	(907) 762-4678
Credit & Collections	(907) 563-5060
Med-Alert	(907) 563-7366

New Service and Line Installation Information

New Service Request	(907) 762-4729
Line Installation or Extension	(907) 762-4631
Easements	(907) 762-4781
Existing Service Line Modifications	(907) 762-7679
Service Inspections	(907) 762-7679

Underground Locates
Power Outage Reporting
Danger Tree Hotline
Power Theft Reporting

811
(907) 762-7888
(907) 762-7227
(907) 762-4731

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Chugach Electric Association, Inc.

6. BILLING AND COLLECTIONS

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6.1 Payment of Bills

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Bills for electric service are due and payable immediately on the billing date shown on the bill. The billing date will not vary from the postmark date by more than three (3) days.

Payments for service may be made by cash, check, debit or credit card through a variety of payment channels, including Chugach's website, Interactive Voice Response phone system, mail, or in-person at our service center as indicated in Section 5.12 of this tariff. Beginning March 1, 2018, Chugach will accept credit card payments without the customer paying a third-party attendant transaction fee. A maximum of two credit card payments totaling no more than \$2,000 will be accepted within a 26-day period, per member account. A bill will be considered paid when the money is received by Chugach.

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A member's failure to receive bills or notices which have been properly addressed and placed in the United States mail or delivered electronically will not prevent the bills from becoming past due or delinquent or excuse the member's responsibility for payment.

No member who tenders a non-sufficient funds check or other dishonored method of payment will be relieved of the obligation to pay Chugach under the original terms of the bill or be entitled to defer Chugach's right to disconnect service for non-payment of bills.

(a) Past Due Bills

Bills which are not paid in full within 25 days of the billing date will be considered past due unless the member enters into a deferred payment agreement with Chugach, in accordance with Section 6.2 of this tariff, within the 25-day period. A late payment fee, as set forth in the applicable Schedule of Fees, will be charged for all bills that become past due. All past due amounts as well as the late charge will be included and separately indicated on the following month's bill.

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(b) Delinquent Bills

All past due amounts and the associated late charge which are not received at the close of the following billing cycle will be considered delinquent unless, within that period, the member enters into a deferred payment agreement with Chugach. A member who is delinquent in payment is subject to disconnection under the procedures set out in Sections 6.9 and 6.10 of this tariff. In addition to the late charge, all past due amounts for Large General Service will accrue interest at the legal rate of interest consistent with AS 45.45.010 from the date the bill became past due.

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A member who has entered into a deferred payment agreement in accordance with Section 6.2 of this tariff will not be subject to disconnection for non-payment of the delinquent bill, as long as the member complies with the terms of the deferred payment agreement.

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A member who has been disconnected for non-payment will only be reconnected if the member pays the amount due, plus a reconnection fee, and an additional deposit if required, or enters into a deferred payment agreement, if qualified to do so.

Chugach will charge a fee for the reconnection of service, during working hours and outside of working hours, as set forth in the applicable Schedule of Fees.

6.2 Deferred Payment Agreements

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A residential member who is not able to pay the full amount of a bill for service or security deposit because of economic hardship may enter into a deferred payment agreement with Chugach. The member must pay one third of the bill, or more at the option of the member, at the time that agreement is made. The agreement must contain:

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6.2 Deferred Payment Agreements (Continued)

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- (a) A stipulation that the member will pay future bills for service when they are due;
- (b) A stipulation that the member understands that failure to observe the terms of the agreement will result in disconnection of electric service pursuant to Section 6.10 (b) of this tariff, and the full amount of the bill plus all applicable fees and deposits becoming due and payable; and
- (c) A schedule of monthly payments, not to exceed twelve months from the date of the agreement.

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All deferred payment agreements must be in writing, and must be signed by the member and an authorized representative for Chugach.

All amounts outstanding under a deferred payment agreement shall accrue the legal rate of interest.

6.3 Multiple Signatories

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When the application for service has been signed by two or more individuals, Chugach may collect the full amount of any bills for service from any one of the applicants.

6.4 Payment During Member's Absence

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It is the responsibility of the member to make pre-payment or other satisfactory arrangements with the credit office if absence from the community or other reasons will preclude the timely payment of his or her account.

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6.5 Meter Reading and Estimated Billings

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Chugach shall separately bill for each meter at a member's premises on a monthly basis.

Chugach will read each meter on a regular monthly or bimonthly schedule. The periods between meter readings will vary because of weekends, holidays and scheduling. No adjustment to billings will be made on account of such variations. Instead of reading a member's meter each month, Chugach may estimate the meter reading in alternate months. Billings based on estimated usage will be so identified. Adjustments to estimated use will be made when the next actual meter reading is obtained, normally in the next month. Chugach may bill based on estimated usage for two consecutive cycles if severe weather conditions prevent meter reading, or circumstances beyond Chugach's control make meter reading dangerous or not reasonably feasible.

6.6 Make-Up Bills

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Except as provided for in 3 AAC 52.465, Chugach may render a "make-up" bill, without finance charge, for previously unbilled electric service as a result of a billing error by Chugach, or more than two consecutive estimated bills, subject to the following restrictions:

- (a) the initial make-up bill must be issued within 6 months of provision of the previously unbilled service; and,
- (b) the period of payment, at the option of the member, may extend at least as long as the period during which the excess amount accrued, or as long as necessary so that the amount of each bill is not greater than 150% of the normal estimated billing amount for that period.

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6.7 Level Pay Billing

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(a) Eligibility

The Level Pay Plan is a voluntary billing option available to residential and small general service members who receive service at a location where 12 months of billing history is available, and whose account is not currently delinquent, unless the member has entered into a deferred payment agreement. Participants in the plan are subject to Chugach's rules and regulations expressed in this tariff. Members interested in signing up for the Level Pay Plan may contact Chugach's Member Services Department as indicated in Section 5.12 of this tariff.

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(b) Billing Amount

A member electing to participate in the Level Pay Plan will pay a monthly amount equal to the average of the total of the most recent 12 months' bills as of the date the Level Pay Plan billing amount is established. This monthly payment shall be made for 12 successive months. After 12 months a new Level Pay Plan billing amount will be calculated based on the average bill of the prior budget year less any over-recovery or plus any under-recovery from the prior year. Thus, any variance between actual and level pay bills is included in the calculation of the new level pay billing amount by spreading it over the 12 months in the new budget year. Upon request, at the time the new Level Pay Plan billing amount is established. Chugach will provide customers with a separate check representing any over-collected amounts.

(c) Adjustments to Billing Amount

The accounts of Level Pay Plan members will be reviewed periodically during the yearly billing cycle to compare actual bills with the budgeted amounts. If this review indicates a significant variation of actual billings versus anticipated, seasonally adjusted billings, Chugach will adjust the member's monthly level pay figure to bring the account into approximate balance by the last level pay bill in the cycle.

The monthly Level Pay Plan billing amount may be adjusted for changes in Chugach's base rates or fuel adjustment factors when such changes have, in the judgment of Chugach, a material impact on member bills.

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(e) **Delinquency and Termination (Continued)**

Any member who terminates participation in the Level Pay Plan, but not service, will have any outstanding credit balance applied to their current bill. Any credit balance in excess of that credited to the next bill will be credited to future bills or refunded at the member's request.

An outstanding balance owed Chugach will be due on the member's current bill and subject to normal collection procedures.

(f) **Disputes**

Members who dispute the correctness of a bill shall notify Chugach and state reasoning in support of their position. Such notice shall not be sufficient reason to withhold payment of the undisputed portion of the bill. If a bill is found to be incorrect, Chugach will credit the amount of overpayment to the next bill rendered. Any amount due the member, in excess of that credited to the next bill, will be credited to future bills or will be refunded at the member's request.

6.8 Non-Sufficient Fund Balance Fee

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Without waiving any rights under AS 09.65.115 to collect penalties, a non-sufficient fund balance fee as set forth in the applicable Schedule of Fees will be charged for dishonored checks, overdraft notices related to automated bank withdrawals, or non-sufficient fund balances associated with credit card charges. Any person who has been charged two consecutive non-sufficient fund balance fees within a twelve-month period may be denied the privilege of paying using the payment mediums to which the non-sufficient balance fund fees were applied. Future payments will be required to be in cash or another medium of payment approved by the Manager of Credit and Collections or a Member Services representative.

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6.9 Disconnection of Service

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(a) By Request

If a member contacts Chugach, in person, in writing, or by another contact method, to request that service be disconnected, Chugach may hold that member responsible for all services, up to the later of the date of the disconnection, or three working days after the date of the member request.

(b) Without Notice

Chugach may disconnect a member's service without advance written notice under the following conditions:

1. an immediate hazard exists which threatens the safety or health of the member, the general population or Chugach's personnel or facilities;
2. Chugach has evidence of meter tampering or fraud by the member; or,
3. a member has failed to comply with the curtailment procedures imposed by Chugach during emergency supply shortages.

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(c) **With Notice**

Chugach may disconnect, after having provided notice to the member as provided in Section 6.10 of this tariff, for any of the following reasons:

1. failure of the member to pay a delinquent account within 55 days after the initial rendering of the bill unless the member has entered into a deferred payment agreement;
2. failure of the member to meet or maintain Chugach's deposit requirements, unless the member has entered into a deferred deposit payment agreement;
3. knowing and continued failure of the member to provide Chugach with reasonable access to its meter, equipment, or property;
4. member breach of a special contract between Chugach and member for electric service;
5. necessity of Chugach to comply with an order of any governmental agency with proper jurisdiction;
6. where there is any installation which, in the opinion of Chugach, is injurious to the operation of Chugach's system or its service to other members; or,
7. continued use of temporary service for longer than 12 months, unless Chugach has approved the extension or an application for permanent service has been made (See Rule 3.2).
8. the customer's operation of utilizing equipment is used in a manner that is detrimental to the service of Chugach or its other customers.

Chugach will restore service within 3 working days of correction of the conditions which resulted in the disconnection. Correction includes execution of a deferred payment agreement. The fee for reconnection during working hours and outside of working hours is set forth in the applicable Schedule of Fees.

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6.10 Notice Requirements for Disconnection of Service

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(a) First Notice

Chugach will mail to members a written form notice of its intent to disconnect service at least 15 days before the scheduled disconnection date, except when a member has failed to comply with a deferred payment agreement, or qualifies for immediate disconnection under Section 6.9 of this tariff.

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1. when Chugach has prior knowledge that the residence is occupied by a person who is seriously ill, elderly, handicapped, or dependent on life support systems, Chugach will give at least 30 days written notice of disconnection. If Chugach is notified that such a person occupies the residence after issuing a 15-day disconnection notice, Chugach will extend the disconnection date another 15 days, and notify the member of the extension.
2. where Chugach knows that a landlord/tenant relationship exists and the premises are served by a master meter and the landlord is the member of Chugach, each tenant served through the meter will be given individual notice of the pending disconnection at least 15 days before it is scheduled to occur.
3. where Chugach knows that a landlord/tenant relationship exists and the premises are individually metered, and the landlord is the member of Chugach, the tenant or occupant will be notified in writing of the option of subscribing for service in his or her own name when the landlord has not corrected the situation which has made the premises subject to disconnection. Chugach may disconnect the service to the premises 15 days after the mailing of the notice, if the tenant or occupant fails to subscribe for service or arrange for payment of their previously outstanding balance, if any.
4. Where the tenant is the member of Chugach, the landlord will be notified in writing of the option of subscribing for the service provided at the tenant's premises when the tenant has not corrected the situation which has made the premises subject to disconnection. Chugach may disconnect service to the premises 15 days after the mailing of the notice, if the landlord fails to subscribe for service or arrange for payment of its previously outstanding balance, if any.

The notice will contain at a minimum the information required by applicable regulation. A copy of the notice will simultaneously be sent to any third party designated by the member on the service application.

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6.10 Notice Requirements for Disconnection of Service (Continued)

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(b) Second Notice

At least three working days prior to disconnection, Chugach will attempt to contact the member either by telephone or by a visit to the member's premises. The "shut-off" notice or completed telephone call will provide the member with all information required by the applicable regulations.

1. Contact by Telephone

If the notice is given by telephone, Chugach will make reasonable attempts to contact the member. Contact by Interactive Voice Response (IVR) or similar technology may be utilized, so long as the member is provided the opportunity to reach a Chugach representative through this medium. At least three attempts will be made. Records will be kept of each attempt.

2. Field Contact

If notice is given by visits to the member's premises, a "shut-off" notice will be hand-delivered to the member or left in a prominent place if no contact is made.

3. Contact by Mail

If telephone contact cannot be made, a first class, postage-prepaid letter may serve as an alternative to a hand-delivered notice if the premises is located in a secured building or is inaccessible due to other circumstances, or if the member lives 25 or more miles from the office that delivers notices. If used, the letter will be mailed at least five days prior to disconnection of electric service.

Within 10 days of the date specified on the shut-off notice (on-site, telephone or U.S. Mail), Chugach may disconnect service to a member without further notice, between 8:00 a.m. on Monday to 5:00 p.m. on Thursday. Service will not be disconnected on a Friday or a day preceding a holiday.

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6.10 Notice Requirements for Disconnection of Service (Continued)

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(c) Landlord/Tenant Collections

Chugach will not attempt to recover from a landlord amounts due Chugach from the tenant, or recover from a tenant amounts owed by the landlord, nor will payment of such amounts be a condition of extending service to the applicant. However, if the applicant owes an outstanding balance to Chugach for service to that service address, payment of this balance and all associated late charges, delinquent payment fees and finance charges will be required before service will be extended to the applicant, whether a landlord or a tenant. Chugach will require a deposit as set forth in Section 5.6.

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6.11 Annual Prepaid Bill

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A member who prepays electric service for a future twelve-month period will receive a credit to their bill. The credit amount is identified on Chugach’s Schedule of Fees and Credits (Tariff Sheet No. 62). The prepayment amount will be calculated by multiplying the average monthly bill at the location by twelve. The credit will be applied once payment is received. Any outstanding balance on the account must be paid prior to or with the prepayment. Service will continue to be delivered and paid for on an actual cost basis by monthly credits against the prepayment amount less the billing credit provided by Chugach. The actual period of prepayment will vary based on usage so that usage greater than projected will result in a shorter prepayment period while less usage than projected will result in a longer prepayment period. Members will continue to receive monthly billing statements, and if the prepayment credit is reduced to zero, members will be responsible to remit payment for the amount due. If the member terminates service from Chugach, the unused credit will be refunded.

6.12 Electronic Bill Presentation (Paperless Billing)

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A member may elect to receive the monthly electric bill for an account electronically and no longer receive paper bills for that account. Members that elect to participate in paperless billing for an account will receive a one-time credit to their bill for that account. The credit amount is identified on Chugach’s Schedule of Fees and Credits (Tariff Sheet No. 62). The member may choose to discontinue paperless billing at any time. However, a member may not be provided more than one electronic billing credit for each account. Notices for termination of electric service for nonpayment will continue to be delivered by U.S. Mail.

6.13 Adjustment for Tax or Surcharge

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The amount of any tax or surcharge imposed by Federal, State, Municipal or other governmental authority on the Association, or its revenue or income, that is not required to be recovered through a tariff approved by the Regulatory Commission of Alaska shall be apportioned to the locality in which such tax or surcharge is effective, and among the various classes of service furnished therein. Such amounts to be collected shall constitute an additional charge billed to members. Such taxes or surcharges shall be collected and administered consistent with the manner prescribed by the governing agency.

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Chugach Electric Association, Inc.

7. RESALE OF ELECTRICITY

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7.1 Sale of Electricity for Resale

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- (a) A retail member shall not sell or otherwise provide electric service furnished by Chugach. This Rule does not prohibit a member from sub-metering for purposes of apportioning costs among tenants or other users.
- (b) Installations in existence and reselling power prior to February 2, 1973, may continue to resell electric service through existing metering under Chugach's standard rates applicable to the sub-metered premises until such time as the entire service is discontinued or the facilities are altered or upgraded.
- (c) This Rule does not prohibit a member from furnishing unmetered electric service to rental units not required to be individually metered under Section 4.1 where the cost of electricity is included in the rental charge.
- (d) The sale of electric vehicle charging service to a third party from an electric vehicle charging station shall not be considered the resale of electricity.

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