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SUBJECT: Disconnect Policy

POLICY: DCEC DISCONNECT PROCEDURE: Failure to Make Payment/Unsafe Conditions

1. DCEC Billing Procedures:

The Cooperative has developed procedures to comply with Part 459 of the New York Power Authority's Rules and Regulations. Members are billed between the 17th and 20th of each month¹ for service during the previous billing cycle. Payments for this service are due upon receipt and become subject to late penalties on the 12th day of the following month. Payments not received by the 12th will accrue late charges of 1.5% per month or \$5.00 per month, whichever is greater.

Each member who still has a past due amount of \$125 or more when the next month's bill is calculated (on or about the 17th) will receive a FRIENDLY REMINDER NOTICE on their printed or electronic bill, the content of which will be similar to the following:

- FRIENDLY REMINDER: Your account is 30 days past due. Please contact our office if you'd like to discuss payment arrangements for a hardship. If your payment has been sent, we thank you!

Those same members may also receive a FRIENDLY REMINDER NOTICE by means of an automated phone call, the content of which will be similar to the following:

- "This is Delaware County Electric Cooperative with a friendly reminder that your account is currently past due. If you would like to make a payment by phone, please call our automated system at 855-939-3672. You may also pay at the Cooperative's website, www.dce.coop through SmartHub. Thank you and we wish you a good evening".

This FRIENDLY REMINDER NOTICE will be sent via automated phone call whenever practical, as determined at the sole discretion of the staff of the Cooperative. In cases where the member has an e-mail address on file at the Cooperative, the FRIENDLY REMINDER NOTICE may also be sent via e-mail.

Each member with a past due balance greater than \$125 on or about the 20th of the month will receive a FINAL DISCONNECT NOTICE, which shall:

- Be sent to the member by US mail with ActivTrace² tracking enabled fifteen (15) days prior to disconnection. The notice will be sent to the service address, and to any alternate billing address

¹ Dates referring to actions by Cooperative personnel will occur on or about the dates listed in this policy or on the next business day.

² ActivTrace is NISC's mail tracking and reporting software, which enables tracking when mail is shipped, where mail is located, and when it is delivered. ActivTrace works in conjunction with features offered by the USPS.



supplied by the member, including any third-party designated by the member in accordance with NYCRR Chapter X, Section 459.4-5d.

- Contain the following language : THIS IS A FINAL DISCONNECT NOTICE. SERVICE WILL BE TERMINATED IF \$XXX.XX IS NOT PAID IN FULL BY XX/XX/XXXX. SEE BACK FOR MORE INFORMATION.
- Contain the following information : CONTACT DCEC'S BILLING DEPARTMENT IMMEDIATELY TO MAKE PAYMENT ARRANGEMENTS. FAILURE TO PAY THE ENTIRE PAST DUE AMOUNT IN FULL OR FAILURE TO CONTACT DCEC'S BILLING OFFICE WILL RESULT IN DISCONNECTION OF THE SERVICE. TO AVOID INCONVENIENCE, BRING THIS BILL TO THE ATTENTION OF THE UTILITY WHEN PAYING. IF YOU ARE EXPERIENCING AN ACCUTE HARDSHIP YOU MAY CONTACT OUR OFFICE REGARDING PAYMENT ARRANGEMENTS.
- Inform the member of the date that service will be terminated, such date not to be fewer than 35 days after the last due date, and not fewer than 15 days after the mailing date of the FINAL DISCONNECT NOTICE, unless full payment on arrears is received, or an alternative agreement with DCEC is reached, prior to that date;
- Inform the member of the reason for discontinuance, the total amount due to avoid discontinuance, where and how payment may be made, and procedures for disputing the bill (including DCEC contact information);
- Advise the member that they should contact the DCEC immediately if any acute hardship, such as death in the family, recent unemployment, serious illness or infirmity or other grave condition exists, or if they are a recipient of financial assistance from a local social services department or other Energy Assistance Payment (EAP), so that DCEC may determine whether any temporary arrangement should be made.

For each member who receives a FINAL DISCONNECT NOTICE, the Cooperative will also attempt an automated phone call to provide notification of the member's account status. The automated phone message will include the fact that the member is subject to disconnect for non-payment, the scheduled disconnect date, and a phone number to call the Cooperative's office and the Cooperative's 24-hour pay-by-phone number.

Example of "summer" discontinuance procedure:

- Member is billed on August 17 for previous 30 days of kWh.
- Payment is considered past due at the close of business on September 12th and late payment charge is assessed on the 13th.
- Member is billed September 17 for previous 30 days of kWh. Any member with a past due amount greater than \$125 at the time of billing receives a FRIENDLY REMINDER MESSAGE within the monthly bill, which is mailed by "regular" mail.
- Also, on or about September 17, any member with a past due amount greater than \$125 receives a FRIENDLY REMINDER MESSAGE by means of an automated phone call to the member's phone number on record.
- Also, on or about September 17, any member with a past due amount greater than \$125 and with an e-mail address on file at the Cooperative will receive a FRIENDLY REMINDER MESSAGE via e-mail.
- If member has a past due A/R balance greater than \$125 on September 20, a FINAL DISCONNECT NOTICE is issued with a disconnect date 15 days after FINAL DISCONNECT NOTICE was printed, and at least 35 days after August 17 bill was due. This FINAL DISCONNECT NOTICE



is mailed via USPS first class mail with ActivTrace enabled. Also, on or about September 20, any member with a past due amount greater than \$125 receives a FINAL DISCONNECT NOTICE by means of an automated phone call to the member's phone number on record and an e-mail message to the member's e-mail address on record.

- If member has a past due A/R balance greater than \$125 on October 8, the member's service is disconnected.

2. Third Party Notification:

Every member shall be permitted to designate, in writing, a third party to receive a copy of every notice of discontinuance, provided that every such party indicates in writing their willingness to receive such notice. DCEC shall advise members annually of their right to designate a third-party to receive such notices.

3. Additional Procedures for Service Locations with Single Family Rental Units and Two-Family Dwellings:

For service locations where a single rental unit is located on its own meter, and the service is in the name of the member-landlord, not the tenant, DCEC shall employ the following additional procedures:

- If DCEC personnel become aware that a tenant's electric service is subject to disconnection due to a landlord's failure to pay, notwithstanding any other Cooperative policy related to the protection of members' private information, DCEC personnel may notify the renter of the amount due to avoid disconnection and provide the renter with the opportunity to pay that amount to avoid disconnection of the service.

For Service Locations with Two Family Dwellings not metered separately, DCEC shall give 15 days' written notice of its intention to terminate service as follows:

- A copy of such notice shall be mailed via registered or certified letter to the owner of the premises affected, or in lieu thereof, to the person, firm or corporation to whom or which the last preceding service bill has been rendered;
- A copy of such notice shall be mailed or otherwise delivered to each occupied unit; and
- Where possible, a copy of such notice shall be posted in a conspicuous place at or within the dwelling.
- Such notices shall state the intended date of termination of service, the amount due for such service, and the procedure by which any occupant may make payment or take action to avoid termination of service, including: (1) that any occupant may prevent termination of service if such occupant applies for and is eligible for such service; and (2) that any occupant may prevent termination of service by making payments in accordance with established procedures.
- In no event shall such payments include bills more than two months in arrears. Any occupant who chooses to pay current charges shall not be liable for any future bills which may be rendered for utility service supplied to the dwelling. DCEC shall continue to render all bills to the customer with a copy to be sent to any occupant upon request.
- When the obligations owed to the utility for service to a dwelling have been satisfied, DCEC shall notify an occupant of each dwelling which was given notice of intent to terminate service.



4. Additional Procedures for Service Locations with Three or More Dwelling Units:

For service locations where two or more dwelling units are located, and where service is not separately metered, DCEC shall employ the following additional procedures:

- A copy of the notice of discontinuance shall be personally served on the owner or last customer to whom the most recent bill was sent, as well as on the building superintendent, if readily ascertainable, AND sent, via USPS first class mail with ActivTrace enabled, to the owner of the dwelling or to the agent thereof to whom the most recent service bill has been sent, 15 days prior to discontinuance.
- A copy of such notice shall be mailed or otherwise delivered to each occupant 15 days prior to discontinuance.
- A copy of such notice shall be posted, where possible, in a conspicuous place within the dwelling 15 days prior to discontinuance.
- For multiple unit dwellings (3 or more dwelling units), a copy of such notice shall be mailed to the local health officer and commissioner of the social services district for the political subdivision in which the dwelling is located 15 days prior to discontinuance; and
- The notice shall indicate that any occupant can avoid discontinuance of service by applying for service in his/her own name, or by making payments in accordance with DCEC procedures, and that such payments may be set off against rent in accordance with NYS Real Property Law § 235.

DCEC shall not discontinue service to a multiple unit dwelling as long as the occupants continue making timely payments of current electric charges for service.

Where the obligations owed to DCEC have been satisfied, all occupants shall be notified in the same manner that it no longer intends to discontinue service.

5. Disconnect Procedures:

Summer Disconnects	Winter Disconnects
April 16 – October 31	November 1 – April 15
Disconnect at least 35 days after payment due date AND written notice served via USPS first class mail with ActivTrace enabled 15 days before disconnecting (sent to service address and any alternate address previously provided to Cooperative)	
The Disconnect Report is created prior to the planned disconnection date. The report process confirms: <ul style="list-style-type: none">• Accounts receivable still includes past due balance \geq \$125• No payment arrangements have been made.• The service is not on the medical necessity list.	



<p>Dwellings where all residents are: A) over 62; B) handicapped; or C) under the age of 18 are handled as winter disconnects regardless of time of year.</p>	<p>Winter Procedure Only:</p> <p>At least 72 hrs. prior to disconnect: attempt to contact Member by phone or in person at least one attempt during business hours.</p> <p>If personal contact is not achieved, the Cooperative shall make an additional attempt at personal contact during reasonable nonbusiness hours as defined in NYCRR Title 21, Section 459.9.</p> <p>During the phone contact, DCEC shall ensure the member can communicate in English, and shall attempt to ascertain whether a serious impairment to human health would result from disconnection.</p> <p>If DCEC finds indication of a possible a serious impairment to human health, disconnect shall not proceed unless DCEC notifies the Social Services commissioner orally and in writing of the potential for impairment, and the social services commissioner, after investigation, confirms that the impairing condition does not exist, is not serious, or can be mitigated by some other method.</p> <p>See Paragraph 8 of this Policy for additional winter Disconnect requirements.</p> <p>Must be no impairment to human health</p> <ul style="list-style-type: none"> • If impairment, contact DSS and wait for DSS input to Cooperative • If contact cannot be made - disconnect only after it is confirmed that there will be no impairment issues; personal visit required for this analysis • Impairments include: <ul style="list-style-type: none"> ○ Acute illness ○ Disability and others ○ Winter Only: the presence of young children (<14 years of age)
<p>To avoid disconnect the member must pay their past due amount along with the applicable trip charge to DCEC personnel upon arrival at the service location. Field personnel are not authorized to negotiate payment arrangements with members. Requests for payment arrangements must be directed to the Billing Department.</p>	



Disconnect on Monday – Thursday during regular business hours 7:30 AM – 4:00 PM except when the office will be closed on the following day.	<p>Disconnect on Monday – Thursday during regular business hours 7:30 AM – 4:00 PM</p> <p>Documented site visit required by DCEC personnel on the day disconnect is scheduled.</p> <p>Winter Only: If no contact is made with resident after several good faith attempts, service cannot be disconnected if, during the visit by DCEC personnel, an impairment is found to exist or no contact is made but DCEC has reason to believe the premises is not vacant. However, Trip Fee still applies and a door knocker envelope is left.</p> <p>If service is still not able to be disconnected, the account shall be immediately referred to the local social services commissioner. If DCEC or the social services commissioner determines that no customer or other person residing in the premises faces impairment to his or her health, or that an alternative means for protecting the person's health has been devised, DCEC may immediately discontinue the electric service.</p>
Upon disconnection, the member's account is marked as disconnected, accounts receivable is updated to include kWh charges through the time of the disconnection and all applicable disconnect fees.	
Notwithstanding the above, in accordance with NYCRR, Chapter X, Section 459.12, DCEC may disconnect electric service, without prior notice, in the event of special situations such as storms, cable breaks, accidents or other cases involving emergency maintenance and unsafe or hazardous conditions. In such case, DCEC shall attempt to make personal contact on or after termination.	

6. Additional Guidelines for Field Disconnect Personnel

- Upon arrival at a member's location to perform a disconnection, always confirm the member's meter number and get a meter reading.
- When talking to persons at the member's location, confirm that you are speaking to the member before sharing any confidential information. If the member is not present at the time of the disconnection, any information left for the member should be left in a sealed door-knocker envelope. If an adult person other than the member is present at the time of the site visit, request the name of that individual and make a note of it.
- If the member is present upon your arrival to perform a disconnection, provide a copy of the "What Happens if My Service Is Disconnected?" informational pamphlet and draw their attention to the financial implications of being disconnected. Encourage the member to speak to the Billing Department regarding payments and payment arrangements before resorting to disconnection.
- If an unsafe or hazardous situation is observed, DCEC personnel shall document the unsafe condition and shall be empowered to temporarily disconnect service without prior notification to the member. Determination of the existence of hazardous or unsafe conditions shall rest solely with DCEC field disconnect personnel.



7. Re-Connect Procedures

Subject to requirements for payment arrangements found below in this policy, member is required to pay total amount due including past due amounts, current balance, any applicable disconnect/reconnect fees, and applicable deposit prior to re-connection.
Unless in extreme or unusual circumstances, or in cases of disconnection for unsafe or hazardous situations, or where a member requests otherwise, DCEC shall reconnect within 24 hours, or within 1 business day, whichever is later, of a) payment, b) agreement by the parties in writing to an installment plan, c) DCEC's receipt of payment or a guarantee of payment from the local Social Services commissioner, or d) at the direction of the NY Power Authority, subject to Limitations on Reconnections as described in numbered paragraph 9 below.
Field reconnection only upon confirmation that a resident is in the dwelling or reconnection waiver has been submitted by member. If agreed by DCEC Billing and Operations departments, a remote disconnect-capable meter will be installed during field reconnection.
<ul style="list-style-type: none">• Reconnect remotely upon phone confirmation with member ;OR• Member has the option of signing a release form for DCEC to remotely reconnect with the member not being present at the location (see attachment)

8. **Limitations on Disconnections:**

Between September 1 and November 1 of each year, DCEC shall review all disconnections during the past 12 months where service has not been restored, and contact the member/property owner to determine if continued lack of service may expose the member to serious impairment to human health or property damage. If such determination is made, refer the account to the local social services commissioner.

The above winter disconnect procedures shall be observed throughout the year where DCEC knows, or reasonably should know, that ALL occupants are elderly OR handicapped OR 18 years or younger. Handicapped means having any physical or mental impairment which substantially limits one or more of such person's life activities, where such person is: (1) certified as being physically disabled by a licensed physician; or (2) certified as being mentally disabled by a licensed psychiatrist or registered psychologist.

DCEC shall not discontinue service where a medical doctor or local board of health has certified in writing that discontinuance will aggravate an existing medical emergency.

If DCEC personnel become aware that disconnection of a service may create inhumane conditions for animals and due to factors such as the species, number, or location of said animals, those inhumane conditions may not be practically resolved in a timely manner following disconnection of the service, DCEC personnel, at their discretion, may refer the situation to the Cooperative's General Manager. The General Manager shall make a determination as to whether to disconnect after discussions with DCEC personnel, and/or discussions with the member, and/or discussions with law enforcement personnel.

In making Winter Disconnect decisions, DCEC must exercise discretion, sound judgment and common sense in accordance with the requirements of NYCRR Chapter X, Section 459.9, and will not disconnect if disconnect would likely result in serious impairment to human health. Indicators of serious impairment



to human health include, but are not limited to: (i) Age, infirmity or mental incapacitation; (ii) Use of life support systems, such as dialysis machines or iron lungs; (iii) Serious illness; (iv) Physical disability, including blindness and limited mobility; (v) Recent death in the family; (vi) The presence of young children; (vii) Any other factual circumstances which indicate severe or hazardous health situations. DCEC shall document its findings/analysis of the above factors in the member's notes.

9. Limitations on Reconnections:

- Except in cases that in the judgement of the CEO/General Manager are emergencies, Cooperative personnel shall not be called out to perform reconnections after 6:00 pm on regular DCEC business days. No reconnects shall be performed on weekends or holidays unless required by law or regulation.
- If DCEC personnel are onsite and notice a member with a generator running prior to reconnect they will ask the member to shut it down prior to any reconnection taking place.
- If a remote reconnection is taking place, the office staff at DCEC will need to notify the member that if they have a generator running it will need to be shut down prior to the reconnect. If the member cannot or will not shut down the generator, then the meter shall not be reconnected and an additional trip charge will be applied.
- A landlord must pay the entire accounts receivable balance for a given service location before a service can be connected at that service location in the name of a tenant.
- In instances in which an unsafe or hazardous situation is caused by the member or by defects in equipment on the member's side of the service, DCEC reserves the right to temporarily discontinue service and require a copy of inspection, conducted by an approved inspection agency, with a statement that all hazardous situations have been resolved prior to reconnection.

10. Fees Associated with the Disconnect/Reconnect Process

Activity	Associated Fee	Tax
Regular Hours Trip Charge	\$125	\$10.00
Regular Hours On-site Disconnect Fee (<u>At meter</u>)		
Regular Hours Remote Disconnect Fee (procedure still requires DCEC employee to make trip to service location)		
On-site Reconnect Fee During Regular Business Hours (7:30 AM – 4:00 PM)	\$125	\$10.00
On-site Reconnect Fee Outside Regular Business Hours (4:00 PM – 6:00 PM)	\$225	\$18.00
Remote Reconnect Fee During Regular Business Hours (7:30 AM – 4:00 PM)	\$35	\$2.80
Remote Reconnect Fee Outside Regular Business Hours (4:00 PM – 6:00 PM)	\$110	\$8.80
Disconnection/Reconnection at Transformer (2- Person Line Crew) During Regular Business Hours (7:30 AM – 4:00 PM)	\$450	\$36.00
Activity	Associated Fee	Tax



Disconnection/Reconnection at Transformer (2-Person Line Crew) Outside Regular Business Hours (4:00 PM – 6:00 PM) -or- On-site Reconnect Fee Outside Regular Business Hours (After 6:00 PM by line crew)	\$750	\$60.00
Disconnection/Reconnection at Transformer (2-Person Line Crew) Sunday or Holiday -or- On-site Reconnect Fee Sunday or Holiday	\$1,000	\$80.00

11. Methods of Payments:

- Payments can be made by the following methods to avoid disconnection of service:
 - **VISA, MasterCard, or Discover** payments may be made through the following methods:
 - Online through SmartHub
 - 24 hours per day through the Cooperative's automated pay-by-phone system 855-939-3672
 - **Payments by check** may be made through the following methods:
 - Bringing check into DCEC office or Night-Drop Deposit Box
 - Online through SmartHub
 - 24 hours per day through the Cooperative's automated pay-by-phone system 855-939-3672
 - Any form of courier service
 - **Please note:**
 - If a check that has been paid to avoid disconnection is returned due to insufficient funds, the member will immediately be disconnected and charged all additional appropriate fees, subject to applicable disconnect procedures.
 - If member has two returned checks within one year, DCEC will not accept a check as payment in order for a service to be reconnected.
 - **Cash, Money Order or Certified Checks**
 - Bringing checks to the DCEC office or Night-Drop Deposit Box
 - Any form of courier service

12. Payment Arrangement Procedure:

- DCEC will offer a just and equitable payment plan to any member who has been disconnected due to nonpayment.
- Each payment under any arrangement must include current charges and a portion of arrears, including interest.
- Except as noted below, the Cooperative cannot require any payment arrangement made to avoid disconnection or made in relation to a re-connection to include a down payment greater than one-half of the amount due or three months average billing, whichever is less. The amount due may include accounts receivable, fees, and a deposit, if applicable. In cases where the member has a history of reconnecting his own service or not honoring previous agreements the Cooperative may require that the member make full payment of all amounts due before service is restored.

- Social Service or any other Energy Assistance Payments (EAP) will hold the account from disconnect for a benefit period of 30 days per benefit guarantee.
- Each time a payment arrangement is made with a member, the member shall be notified in writing that, "This is a binding payment agreement. If you fail to meet your obligation to pay the specified amounts on the specified days per this agreement, you will become subject to disconnection without any further notice." For purposes of Payment Arrangement notification described herein, e-mail notification shall be considered equivalent to notification "in writing."

13. Deposit:

- Deposits will be assessed in accordance with DCEC's Deposit Policy.

14. DCEC Meter Tampering and Theft of Service Procedure:

- When meter tampering or theft of services are suspected:
 - DCEC will investigate through the use of an AMR program and determine if a site visit is necessary. When deemed necessary, DCEC will perform a site visit and will take pictures to verify.
 - DCEC will schedule with either the NYS Police or the appropriate County Sheriff's Department a meeting at the service address for the service in question.
 - After a careful investigation of the service by DCEC and law enforcement personnel, DCEC will follow the proper law enforcement procedures to process the violation or will determine no violation occurred.
 - If a violation is found to have occurred, DCEC will file charges against the member.
 - DCEC will disconnect the service immediately subject to applicable disconnect procedures, including winter disconnect procedures, and in such a manner that the service cannot be reconnected except by line personnel.
 - DCEC will calculate the total amount due to DCEC, including meter tampering fees as defined in DCEC's service rules and regulations, and disclose this information to the law enforcement agency.
 - The DCEC attorney will be contacted to continue the case and prosecute the member to the fullest extent of the law.
 - The account will remain disconnected until all amounts due, including damages and costs related to the tampering, are paid to the court or DCEC, or a payment plan is agreed to in writing by the parties.
 - DCEC reserves the right to monitor usage electronically and by on-site physical inspection of affected services in cases where theft of service has occurred.

15. Technology: DCEC reserves the right to utilize whatever metering technology we deem necessary to conduct Cooperative business. If the member refuses to allow DCEC to utilize the technology, they are in essence refusing service and will be disconnected.

16. Incorporation. This disconnect policy follows and incorporates by reference the requirements contained in NYCRR Title 21, Chapter X, Section 459.1 - 459.14 ("Disconnect Law"), including any amendments thereto. In the case of an amendment to the Disconnect Law not incorporated here, or a conflict between this policy and the Disconnect Law, the Disconnect Law shall control.



DELAWARE COUNTY ELECTRIC COOPERATIVE, INC

Approved by Board of Directors	July 24, 2012
Revised by Board of Directors	August, 28, 2012
Revised by Board of Directors	May 27, 2014
Revised by Board of Directors	March 22, 2016
Revised by Board of Directors	June 28, 2016
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Revised by Board of Directors	July 24, 2018
Revised by Board of Directors	December 28, 2021
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Revised by Board of Directors	July 23, 2024
Revised by Board of Directors	October 22, 2024
Revised by Board of Directors	March 25, 2025
Revised by Board of Directors	August 26, 2025



5 N. Depot Street
PO Box 471
Delhi, NY 13753

GENERAL RELEASE

NEW SERVICE CONNECTION/ EXISTING SERVICE RECONNECTION WAIVER

The undersigned ("Releasor"), being a member and customer of the Delaware County Electric Cooperative, Inc. ("the Cooperative"),

Jane Member
123 Road
Town, ST 98765-4321

receiving electric service from the Cooperative as described as **Location # ZZ-99-99-99Z** ("the Premises"), and in consideration of the Cooperative's willingness, at Releasor's request, to connect new service or reconnect existing service at the Premises without the presence of an adult at the time of reconnection upon the following representations:

- That Releasor understands an initial connection or subsequent reconnection of electrical service at the Premises without an adult present creates a risk of loss of or damage to the Premises; and
- That Releasor is aware of the status of all electric loads within the Premises, that those loads were left in safe condition when Releasor or their agent left the Premises, and that Releasor is not aware of any change in condition which would make reconnection unsafe;

Hereby releases and discharges the Cooperative, as RELEASEE, as well as the RELEASEE'S heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASORS, RELEASORS'S heirs, executors, administrators, successors, and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever arising from, directly or indirectly, the reconnection of electric service at the Premises.

This RELEASE may not be changed orally.

Signature: _____ Date: _____
(RELEASOR)

IN WITNESS WHEREOF, the RELEASOR has hereunto set his/her hand on the
_____ day of _____, 202_____.

Witness: _____ Date: _____

Print Name: _____