

# Your Rights as a Member and Customer of Coleman County Electric Cooperative, Inc.

## I. **Rate and service information**

You may, either by phone or by personal visit to the Cooperative's business office located at 3300 North Hwy. 84, Coleman, request copies of any portion of the Cooperative's rate and service tariffs and rules. A nominal reproduction charge will be added if the copies are mailed.

## II. **Meter testing**

As provided by the rules adopted by the Cooperative, you may request a test of your meter if you believe that the meter is not accurately reflecting your actual electric consumption. This test will be made at no charge to you provided that the meter has not been tested during the previous four years. In the event that you request a test more often than once in four years and the meter is not defective, you will be required to pay a charge of not more than \$15 for the test.

## III. **Outstanding bills**

Under the tariff of the Cooperative, you have twenty-six (26) days from the date of the bill to pay an outstanding bill. The total of twenty-six (26) days consists of the sixteen (16) days from the date of issue to the due date and a ten (10) day past-due disconnect period. If the due date falls on a holiday or weekend, the due date for payment purposes shall be the next working day after the due date. A timely payment made to the Cooperative or an agency of the Cooperative shall be classified as a payment received at the utility or at the utility's authorized payment agency by the due date.

## IV. **Termination of service**

Your electric service may be discontinued after proper notice for the following reasons:

- A. Failure to pay a delinquent bill.
- B. Failure to pay a delinquent account or meet the terms of a deferred payment plan.
- C. Violation of the Cooperative's rules for the use of service in such a manner that interferes with the service of others or the operation of non-standard equipment, provided that the Cooperative will make every attempt to notify you of the problem and allow you to remedy the situation.
- D. Failure to comply with the Cooperative's deposit and guarantee requirements. The Cooperative may also disconnect service at once and without notice where a dangerous condition exists. Disconnection without notice may also be made when service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment. In instances of tampering with the Cooperative's meter or equipment, bypassing same, or other instances of diversion, service may be terminated immediately.

## V. **Termination notice**

The Cooperative will either mail or personally deliver a written notice of termination at least ten (10) days prior to the date of disconnection. Unless a dangerous condition exists, or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Cooperative are not available to the public for the purpose of making connections and reconnecting service. If mailed, the cut-off day will not fall on the next working day after the 10<sup>th</sup> day. The Cooperative will not issue late notices or disconnect notices to the customer earlier than the first day the bill becomes delinquent, so that a reasonable length of time is allowed to ascertain receipt of payment by mail or at the Cooperative's authorized payment agency. If you are seriously ill or will become more seriously ill as a result of termination of service, you may have your physician call or contact the Cooperative within sixteen (16) days of the issuance of the bill concerning your condition. The physician must provide a confirmation letter to the Cooperative within twenty-six (26) days of the issuance of the bill and the Cooperative will then refrain from termination of service for sixty-three (63) days from the issuance of the bill unless a lesser period is agreed upon. If you make a request to avoid termination under this provision, you must enter into a deferred payment agreement.

## VI. **Service and billing disputes**

If you disagree with the Cooperative regarding any aspect of the Cooperative's service, you may request a supervisory review. If you make such a request, you have five (5) days to participate in the review before the Cooperative may terminate service if the dispute is one in which the issues may result in such termination, provided that notice has been given under standard disconnection procedures. The results of the supervisory review will be provided in writing to the customer within ten (10) days of the review, if requested. During the pending of such appeal or other resolution of a dispute, but in no event more than 60 days, you may avoid termination of service by paying the average of your monthly bill for the past twelve (12) months as determined by the Cooperative.

## VII. **Payment arrangements**

As a member of the Cooperative, you have a right to request payment arrangements, in which an outstanding bill will be paid after the due date of the outstanding bill but before the due date of the next bill.

**DEFERRED PAYMENT PLAN:** If you have not been delinquent in paying your bill more than two (2) times in the last twelve (12) months and are unable to pay any or all of your bill, you are qualified for a deferred payment plan. Such plan requires that

you keep all subsequent bills current and pay monthly an amount not to exceed one-third (1/3) of the outstanding amount. The deferred payment plan may be made by visiting the Cooperative's business office or by contacting the Cooperative by telephone. The deferred payment plan shall be signed by the customer and a copy of this signed agreement will be given to the customer. If you do not fulfill the terms of the agreement, our service may be terminated under standard termination procedures. Such breach of the agreement voids your right to a deferred payment plan or re-negotiation to avoid termination. The Cooperative is not required to offer this arrangement if you have had service for less than three (3) months.

**VIII. Service reconnection**

If your service is interrupted for any of the reasons listed under Section IV of these rights, you may re-establish service when all outstanding and delinquent bills are paid and when a deposit or other evidence of payment guarantee is provided to the Cooperative.

**IX. Cooperative office and business hours**

The Cooperative's business office is located at 3300 North Hwy. 84 in Coleman, Texas. The office is open from 7:30 a.m. to 4 p.m., Monday through Friday, except holidays. The telephone number is (325) 625-2128 or toll-free 1 (800) 560-2128.

If your power fails:

- A. Check your fuses or circuit breakers to determine that the trouble is not in your own system.
- B. Check with your neighbors to see if they have electricity.
- C. Have your bill handy when you call the office, so you can give your account number and/or meter number shown on your bill.
- D. Report an outage or emergency to (325)625-2128.
- E. Persons call Long Distance reporting an outage may call Toll-Free at 1 (800) 560-2128.
- F. If the outage is the responsibility of the Cooperative, there is no trip fee charged. If the outage is on the customer's side of the meter, such as blown fuse, or tripped breaker, etc., the customer will be billed for a trip fee.

**X. Meter reading**

By policy of the Coleman County Electric Cooperative, Inc. Board of Directors, all meters are read by the Cooperative's employees each month. If you would like information regarding the proper methods of reading the electric meter, the Cooperative will provide, on request, the necessary instructions.

**XI. Deposit policy**

- A. Initial Deposit from Applicant  
Subject to these rules, a residential applicant shall not be required to pay a deposit: If the residential applicant has been a customer of any utility for the same kind of service within the last two years, and is not delinquent in payment of any such utility service account, and during the last twelve (12) consecutive months of service did not have more than one occasion in which a bill for such utility service was paid after becoming delinquent and never had service disconnected for nonpayment. Applicants are encouraged to obtain a letter of credit history from their previous utility, and utilities are encouraged to provide such information with final bills.
- B. Amount of Deposit  
The required deposit shall not exceed an amount equivalent to one-sixth (1/6) of the estimated annual billing.
- C. Deposit Interest  
Each utility, which requires deposits to be made by its customers, shall pay interest on such deposits at an annual rate set by the Cooperative. If a refund of deposit is made within 30 days of receipt of deposit, no interest payment is required. If the utility retains the deposit more than 30 days, payment of interest shall be made retroactive to the date of deposit.
  1. Payment of the interest to the customer shall be annually if requested by the customer, or at the time the deposit is returned or credited to the customer's account.
  2. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.
- D. Additional Deposit  
If actual billings of a commercial customer are at least twice the amount of the estimated billings, and a suspension notice has been issued on a bill within the previous 12-month period, a new deposit may be required to be made within 15 days after issuance of written notice of termination and requested additional deposit. If actual billings of a residential customer are at least twice the amount of the estimated billings after two (2) billing periods, and a suspension notice has been issued on a bill within the previous 12-month period, a new deposit may be required to be made within 15 days after issuance of written notice of termination and requested additional deposit. In lieu of additional deposit, the customer may elect to pay the current bill by the due date of the bill, provided the customer has not exercised this option in the previous twelve (12) months.
- E. Refund of Deposit
  1. If service is not connected, or after disconnection of service, the utility shall promptly and automatically refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service area of the utility shall not be deemed a disconnection within the meaning of these sections, and no additional deposit may be demanded unless permitted by these sections.

2. When the customer has paid bills for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive commercial or industrial billings without having service disconnected for nonpayment of bill and without having more than two occasions in which a bill was delinquent, and when the customer is not delinquent in the payment of the current bills, the utility shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's bill or void the guarantee. If the customer does not meet these refund criteria, the deposit and interest may be retained in accordance with subsection B, C, and D of Deposit Policy.

**XII. Financial assistance**

The following governmental or social service agencies may be able to assist you if you are having trouble making your payment for electric service to the Cooperative:

Central Texas Opportunities, Inc.  
P.O. Box 820  
Coleman, Texas 76834  
(325) 625-4167

Texas Department of Housing and Community Affairs  
Home Energy Assistance Program (HEAP)  
P.O. Box 13941 Austin, Texas 78711-3941  
(877)-399-8939 or (888)-606-8889

**XIII. Nondiscrimination**

Your Cooperative provides electric service without discrimination as to member's race, nationality, color, religion, sex, or marital status. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared the service. Credit history maintained by one must be applied equally to the other without additional qualifications not required of the other.

**XIV. Special services**

As a special service to someone on electrically operated life support equipment, the Cooperative maintains a list of these members, allowing the Cooperative to notify these members of planned electric service interruptions. To have your name added to this list, write the Cooperative a letter at P.O. Box 860, Coleman, Texas 76834. The letter should include your name, address, telephone number, customer I.D. number, disability, and a telephone number of a relative or friend the Cooperative can notify if we are unable to contact you by telephone. A letter from your physician describing your needs regarding the life support equipment would also be helpful.