

Your Rights as A Customer

February 2008



 **TRI-COUNTY**
Electric Cooperative, Inc.
"A Commitment to Service and Savings"

YOUR RIGHTS AS A CUSTOMER

February 2008

You are a member owner of a nonprofit electric distribution cooperative, which is operating in portions of sixteen counties of north central Texas, owned by its membership, and governed by an elected board of directors. We encourage you to become familiar with your rights as a customer with respect to rules, regulations and special programs that have been approved by your nine member board of directors. Service by the Cooperative is provided without discrimination as to race, nationality, color, religion, sex or marital status. Upon request, credit history will be provided on the payment history of the member's spouse or former spouse. We thank you for allowing us the opportunity to provide service and look forward to meeting your needs for the future.

MEMBERSHIP: To meet the requirements of membership, it is necessary to complete the application form, pay a membership fee, meet the credit requirements or post an interest bearing deposit, pay a connection fee and possibly execute a right of way easement to allow for power line construction.

MEMBERSHIP APPLICATION: This form, once completed, allows us to establish an account in your name. It is designed to gather all information necessary to properly service your account.

EASEMENT: This document gives the Cooperative permission to install, maintain and service those facilities on your property necessary to provide safe and reliable electric service.

MEMBERSHIP FEE: This is the initial amount of capital that you provide to help finance the cost of installing facilities to furnish electricity. This fee shall be returned, less any outstanding balance, upon discontinuance of all service.

SECURITY DEPOSIT: A security deposit, not to exceed one-sixth of the estimated annual billing will be required of all applicants for electric service who cannot establish satisfactory credit by one of the following means indicated. All security deposits placed with the Cooperative will be paid interest at the rate mandated

by the Texas Public Utility Commission. Deposits placed with the Cooperative are eligible for refund after a (Residential 12 month), (Commercial 24 month) payment history has been recorded as discussed under SATISFACTORY PAYMENT RECORD.

SATISFACTORY PAYMENT RECORD:

1. A letter of credit, stating the applicant has been a customer within the last two years, and in the previous 12 months, was not delinquent in payment of bills more than two times and was never disconnected for nonpayment, threatened with loss of property or credit privileges.

2. Furnish in writing a satisfactory guarantee to secure payment of bills for service. The guarantee shall state the amount of the guarantee which can be no greater than the deposit requirement for the account being secured. Persons who wish to guarantee payment for another applicant must maintain a satisfactory payment history on their account.

3. All applicants for permanent residential service who are 65 years of age or older will be considered as having established credit, if such applicant does not have an outstanding balance with the Cooperative or another utility for the same service. No security deposit shall be required of applicants under these conditions.

4. Active duty military will be not be required to place a security deposit with the Cooperative unless they fail to maintain a satisfactory payment record or are disconnected for non payment of a bill.

CONNECT FEE: A nonrefundable charge to help offset the expense incurred by the Cooperative to establish your electric service.

METER LOOP: This is the connection point that will be contacted by the Cooperative and where the metering device will be installed. The meter socket manufacturer must be on the approved list furnished by the Cooperative and the installation must conform to all electric safety codes. Placement must allow for access by Cooperative meter readers and service crews. Installation instructions and meter base are available for a fee at each of the Cooperative's business offices.

AID TO CONSTRUCTION:

A fee paid by the member to offset the cost of extending the Cooperative's distribution system to accommodate a request for new service. Aid to construction may also be required when a request is made to relocate distribution facilities.

RATES: The rate you are charged will be determined, in part, by the type of service required, the season of the year and amount of power used. A rate schedule detailing the charges for your rate classification is available upon request from any of the Cooperative's offices.

PAYMENT OPTIONS: Cooperative members have a number of options when making payment on their monthly electric bill. Payment can be returned through the United States Postal Service using the envelope and payment stub furnished with each bill. Members can elect to participate in the Automatic Bank Draft program which will automatically generate a draft against the account of the members choosing on the due date for the bill. The Cooperative has four business offices that will take payments during normal business hours, and each office is equipped with a night depository for receipt of payment after hours. Members can also make payment on the cooperative's web site WWW.TCECTEXAS.COM. On line payments can be made by E-Check or by using a Visa, Master Card or Discover Card.

ENERGY EFFICIENCY: Your Cooperative will supply all the power you require, so understanding energy efficiency is important if you wish to control the dollar amount of your electric bill. Quite often, the lower priced appliance is not the best value. To encourage our members to make smart decisions when selecting electric heating and cooling equipment, Tri-County Electric Cooperative has several people on staff that can aid you in determining the best value.

OUTDOOR SECURITY LIGHTING: The Cooperative offers security lighting under rate schedule 202.9 which allows for installation of security lighting on existing poles. There is no charge for the installation of the light; however, the Member is required to execute a twenty-four month contract guaranteeing the monthly light charge. Installation on a new pole is available and

requires that the Member execute an agreement to maintain the light for a period of 60 months. If you would like additional information concerning security lighting, please contact the Cooperative's Member Services Department.

POWER COST RECOVERY FACTOR: This factor is shown on each month's electric bill and represents a combination of any wholesale power cost increase or decrease to the Cooperative not included in the base rate.

BILLING AND COLLECTING: You should anticipate receiving your first electric service billing within thirty days of having power connected. Billing will be for a service period of approximately thirty days with statements issued shortly after the meter is read. The total amount shown on the invoice is due upon receipt. Accounts not paid in full at the Cooperative's office within 16 days are considered delinquent. A 5.0% penalty will be added if bills are not paid prior to the due date shown on the invoice. To be eligible for payment assistance, members are asked to contact the Cooperative's business office prior to the billing becoming delinquent.

Delinquent accounts will be mailed a termination notice stating the final date on which payment can be made to avoid discontinuance of service. Twenty-six days after the billing date, unpaid accounts will be subject to termination of service. If the customer's service is disconnected, the customer must submit payment at any of the Cooperative's four business offices for the amount owed, plus applicable charges for disconnect and security deposit prior to service being restored. The Cooperative's business offices are open 8:00 A. M. through 5:00 P. M., Monday through Friday.

TERMINATION OF SERVICE: The Cooperative will mail or personally deliver a written notice of termination of electric service at least ten days prior to the date of disconnection. Should the disconnection date indicated fall on a holiday or weekend, disconnection will be made on the following work day. Electric service may be disconnected after proper notice for the following reasons:

1. Failure to pay an outstanding bill or enter into a deferred payment agreement within 26 days of the billing date.

2. Failure to meet the terms of a deferred payment agreement.

3. Failure to comply with the Cooperative's membership and deposit requirements.

4. Violation of the Cooperative's rules pertaining to the use of service in such a manner that it interferes with the service of others or the operation of nonstandard equipment. The Cooperative will make every attempt to notify the member of the problem and allow them to remedy the situation.

5. Tampering with the Cooperative's meter, equipment or bypassing of same.

6. When a dangerous condition exists and for as long as the condition exists.

RECONNECTION: Should service be disconnected for any of the reasons listed under TERMINATION OF SERVICE, the member may reestablish service after correcting the condition that required discontinuance of service.

AVERAGE PAYMENT PLAN: A special payment plan is available to all permanent residential class customers who have at least six months of power use history and have demonstrated a satisfactory payment record as defined under SATISFACTORY PAYMENT RECORD. Under the terms of this payment agreement, a customer's current months billing is averaged with the previous 6 to 11 months' bills plus one twelfth of the arrears amount owed at the time of billing. The average amount calculated is rounded to the nearest whole dollar and shown as the amount due. This payment plan is designed to help customers by preventing seasonal fluctuations in the amount of the power bill. This Payment Plan does not change the actual cost for power provided by the Cooperative, as the customer will be charged for and pay for all power consumption under the approved residential rate schedule.

SATISFACTORY PAYMENT RECORD: A member's payment record will be considered satisfactory if statements are paid as detailed under BILLING AND COLLECTING with no more than two delinquent payments being recorded for the most current twelve

month period and no record of having been disconnected for nonpayment.

NOTIFICATION OF ASSISTANCE IN PAYMENT OF BILLS: If a member cannot pay a bill and is in need of assistance, the Cooperative will, if contacted inform the member of all available alternative payment assistance programs, including deferred payment plans, disconnection moratoriums for the ill and energy assistance programs as applicable.

DEFERRED PAYMENT PLAN: Tri-County Electric Cooperative will offer, upon request, a deferred payment agreement to any residential customer who expressed an inability to pay all of his or her bill, if that customer has not been issued more than two disconnection notices at any time during the preceding 12 months.

PRIORITY ONE CUSTOMER: These are members of the Cooperative who, because of physical disabilities require special attention when servicing their account. The Cooperative needs to be made aware of their existence and advised concerning the nature of their disability. Priority One Customers will be given special consideration during power interruptions and every effort will be made to advise these customers of prearranged service interruptions. In the event of an emergency that could result in a prolonged interruption of service, the customer will have been counseled concerning emergency evacuation procedures.

MEMBER INFORMATION BULLETIN: A monthly publication that is mailed with the electric bill. The purpose of the bulletin is to advise, educate and inform members of current issues that affect the membership. A glance through this publication could provide the answer to your questions and make you aware of important issues confronting the Cooperative and its membership.

METER READING: Will be performed on a regular schedule by Cooperative employees.

Should a member require instructions on how to read their electric meter, the Cooperative shall furnish same upon request.

RATE AND SERVICE INFORMATION: Anyone, during normal business hours, either by telephone or personal visit, can request information concerning the Cooperative's tariffs, rates, rules and By-Laws. A nominal charge for reproduction and postage may be made.

METER TESTING: A member can request a test on their electric meter if they have cause to suspect its accuracy. This test will be made at no charge provided that the member has not requested a test within the previous four year period. In the event that the member has requested a test within the previous four years, a test can still be performed, provided that the member is willing to reimburse the Cooperative for the cost of the test. This charge will not apply if the meter is found to be defective. The Cooperative will periodically remove meters for testing in an effort to maintain accurate meter performance.

OFFICE LOCATIONS: The Cooperative has four office locations which are open Monday - Friday 8:00 AM to 5:00 PM. Their addresses and telephone numbers are listed below:

Northeast District Office
4900 Keller Hicks Rd.
Fort Worth, Texas 76244
Ph: (817) 431-1541, FAX (817)431-9680

Southwest District Office
1623 Weatherford Hwy
Granbury, Texas 76048
Ph:(817) 279-7010, FAX (817)279-7012

B-K District Office
419 N Main
P O Box Drawer 672
Seymour, Texas 76380
Ph: (940)888-3441 or 1-800-945-3077, FAX (940)888-3820

Central Headquarters Office
600 N.W. Parkway
Azle, Texas 76020
Ph: (817) 444-3201 or 1-800-367-8232
FAX (817)444-3542