

***YOUR RIGHTS AS A MEMBER OF  
TRINITY VALLEY ELECTRIC COOPERATIVE, INC.***

**I. RATE AND SERVICE INFORMATION:**

You may visit any TVEC office and request copies of any portion of the TVEC rate schedule or service tariffs. This information is also available online from [www.tvec.net](http://www.tvec.net).

**II. METER TESTING**

Upon request of a member, and if he or she desires in the member's presence or the presence of his or her authorized representative, TVEC shall make a test of the accuracy of member's meter. The test shall be made during TVEC's normal working hours at a time convenient to the member if he or she desires to observe the test. The test may be made on the member's premises or at a test laboratory as determined by TVEC. Following completion of testing, TVEC shall promptly advise the member of the date or removal of the meter, if removed, the date of the test, the result of the test, and who made the test. If any meter is found to be outside of the accuracy standards established by the American National Standards Institute Inc., proper correction shall be made accordingly.

TVEC may charge the member a fee which reflects the cost to test the meter, but not more than \$25.00 for a residential member, if:

- A. The member's meter has been tested at member's request and within a period of four (4) years the member requests a new test, and
- B. TVEC's meter test finds the meter to be within the accuracy standards established by the American National Standards Institute Inc.

The member may request the meter to be tested by an independent meter testing facility. Should the meter test within the accuracy standards established by the independent testing facility and the American National Standards Institute Inc., the member shall bear all cost associated with the test.

**III. OUTSTANDING BILLS:**

Each bill for utility service(s), regardless of the nature of the service(s), is due sixteen (16) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received in the office of TVEC or at any agency authorized by TVEC to receive payment on or before the date such bill is due, the member's account will be considered delinquent and subject to disconnection in accordance with these rules.

#### IV. TERMINATION OF SERVICE:

TVEC may discontinue service to a member under any of the following circumstances:

- A. Nonpayment of a Bill
- B. Breach
- C. Interference with Service
- D. Failure to Make Application for Service
- E. Refusal of Access
- F. Default on Guaranty Agreement
- G. Failure to pay on Backbilling
- H. Hazardous Condition
- I. Meter Tampering
- J. Failure to Comply with Deposit Arrangements
- K. Service Connected Without Authority

##### Notice of Disconnection:

- A. Proper Notice Prior to Disconnection for Nonpayment.

If a member fails or refuses to pay TVEC in accordance with the provisions of the agreement for electric service, service rules, applicable rate schedule, deferred payment agreement, or guaranty agreement, then proper notice shall be given prior to disconnection. Proper notice shall consist of a separate mailing or hand delivery at least ten (10) days prior to a stated date of disconnection, with the words "disconnection notice" or similar language prominently displayed on the notice. The information included in the notice shall be provided in English to adequately inform the member. If mailed, the disconnect day may not fall on a holiday or weekend, but shall fall on the next working day after the tenth (10) day. Payment at a utilities authorized payment agency is considered payment to the utility. TVEC shall not issue late notices or disconnect notices to the member 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 utilities authorized payment agency.

- B. Disconnection Without Notice.

Electric service may be disconnected without any notice to member if: 1) a hazardous condition exists, 2) for meter tampering or bypassing or 3) service connected without authority.

- C. Disconnection after Reasonable Notice.

Electric service may be disconnected for violation of service rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the member and the member is provided with a reasonable opportunity to remedy the situation.

Electric service may be disconnected for failure to make application for service, refusal of access, failure to pay a bill to correct previous underbilling or default on a guarantee agreement; if reasonable notice is given.

Reasonable notice shall consist of a separate mailing or hand delivery at least ten (10) days prior to a stated date of disconnection with the words "disconnection notice" or similar language prominently displayed on the notice.

- D. Postponement of Disconnection - Medical.

TVEC will not discontinue service to a delinquent residential member permanently residing in an individually metered dwelling unit when that member establishes that discontinuance of service will result in some person residing at that residence becoming seriously ill or more seriously ill if service is discontinued. Each time a member seeks to avoid termination of service under this rule, the member must have the attending physician call or contact TVEC within sixteen (16) days of issuance of the bill. A written statement must be received by

TVEC from the physician or health care provider within twenty-six (26) days of the issuance of TVEC's bill. The prohibition against discontinuance of service provided by this rule shall last sixty-three (63) days from the issuance of TVEC's bill or such lesser period as may be agreed upon by TVEC and the member. The member who makes such request shall enter into a deferred payment plan.

#### V. SERVICE AND BILLING DISPUTES:

Disputed Bills: In the event of a dispute between a member and TVEC regarding any bill for electric utility service, TVEC shall make such investigation as may be appropriate under the particular circumstances, and report the results thereof to the member. In the event disputes are not resolved, TVEC informs members of the complaint procedures of TVEC.

Members shall not be required to pay the disputed portion of the bill which exceeds member's average monthly usage at current rates pending the resolution of the dispute, but in no event more than sixty (60) days. For purposes of this rule only, the member's average monthly usage at current rates shall be the average of the member's gross utility service for the preceding twelve (12) month period. When no previous usage history exists, consumption for calculating the average monthly usage shall be estimated on the basis of usage levels of similar members and under similar conditions.

#### VI. SERVICE RECONNECTION:

If your service is interrupted for any of the reasons listed under Section IV of Your Rights as a Member, 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 TVEC.

#### VII. ALTERNATE PAYMENT PLANS:

##### A. Deferred Payment Plan.

TVEC may in its discretion enter into a deferred payment plan for any amount owed to TVEC or any portion thereof TVEC shall offer upon request a deferred payment plan to any residential member who has expressed an inability to pay all of his or her bill, if that member has not been issued more than two termination notices at any time during the preceding twelve (12) months.

TVEC is not required to enter into a deferred payment agreement with any member who is lacking sufficient credit or a satisfactory history of payment for previous service when that member has had service from TVEC for no more than three months. In cases of meter tampering, bypass, or diversion, TVEC may, but is not required to, offer a member a deferred payment plan. A deferred payment plan may include a five percent (5%) penalty for late payment but shall not include a finance charge. If a member has not fulfilled terms of a deferred payment agreement, TVEC shall have the right to disconnect service pursuant to the disconnection rules herein and under such circumstances, it shall not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

Every deferred payment plan entered into due to the member's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the member pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid. A payment of not more than one-third of the total deferred amount may be required as a reasonable amount under this paragraph.

A deferred payment plan may be made by visiting TVEC's business office or contacting TVEC by telephone. If the member visits TVEC's business office, TVEC may ask the member to sign the deferred payment plan. TVEC must provide the member with a copy of the signed plan. If the agreement is made over the telephone, TVEC shall send a copy of the plan to the member.

## B. Cancellation of Agreement

If member terminates service without proper notice or prior to the end of the contract term or TVEC terminates service due to a default or breach by member, in addition to the amount then due TVEC, there immediately becomes due and payable to TVEC as liquidated damages and not as a penalty a further sum equal to the minimum amount specified in the applicable rate schedules or guaranteed in the agreement for electric service for the unexpired term of the agreement for electric service, whichever is greater.

## C. Levelized Billing Plan

Levelized billing is available to TVEC members upon the following terms and conditions:

Mutual Agreement: Levelized billing is optional to the member but subject to TVEC's approval in each case. Levelized billing allows the member to know in advance (subject to certain limitations) the approximate amount he or she will be required to pay each month for electric utility service based upon an average of billings in the past twelve (12) months. Levelized billing may not be used to defer payment of a member's delinquent electric bills. Levelized billing may be advantageous to members who experience wide variations in their monthly electric billings.

Member's Obligation: Notwithstanding anything in this section, a member entering into a levelized billing agreement with TVEC shall be obligated to pay for electric utility service the total amount of charges that would be applicable to the member in absence of any levelized billing plan or levelized billing agreement. The levelized payment does not relieve member of any obligation to pay based upon actual billing units (e.g., kWh metered to the member).

Levelized Payment - Monthly Billings Calculation: Monthly payments will be one-twelfth (1/12) of the total actual usage for the previous twelve (12) months. The levelized billing period will be the twelve (12) month period. If a member does not have a twelve (12) month history, the levelized billing will be based on the billing history available. A minimum of four (4) months billing history is required. The levelized monthly payment plan will be reviewed at the end of twelve (12) months. If a balance is owed, the member will have the option to pay the full amount owed or have the balance included in the next year's monthly payment. If a credit is owed, TVEC will refund the amount within thirty (30) days.

Eligibility: In order to be eligible for levelized billing, the member must meet the following requirements: In the most recent twelve (12) months, member must have occupied a permanent residential dwelling continuously connected to TVEC's electric system and have had a satisfactory payment history during such period; All bills except the current bill for electric utility service, if not then due, must have been paid; member must pay a security deposit of not more than one-sixth (1/6) of estimated levelized billing if requested by TVEC; member must sign and deliver to TVEC the levelized billing agreement.

Termination of Levelized Billing: Levelized billing may be discontinued at any time by either member or TVEC. If levelized billing is discontinued, any debit balance will become due and payable immediately. A credit balance will either be refunded or applied to future billings. At the time levelized billing is discontinued, the member will be placed on the regular method of billing. If a member fails to pay when due the amount of any levelized billing, TVEC may at its option terminate levelized billing and any debit balance will become due and payable.

**VIII. COOPERATIVE OFFICE & BUSINESS HOURS:**

**Kaufman District Headquarters**

1800 Highway 243 East  
P. O. Box 888  
Kaufman, TX 75142-0370  
Phone: 972-932-2214  
Toll Free: 1-800-766-9576  
Fax: 972-932-6466  
Power Outage Reporting: 1-800-967-9324  
Lobby Hours: Monday - Friday, 8:15 a.m. - 4:45 p.m.  
Drive-Thru Hours: 8:15 a.m. - 4:45 p.m.  
Night Deposit Box Available

**Athens District Office**

909 W Larkin  
Athens  
Phone: 972-932-2214  
Toll Free: 1-800-766-9576  
Fax: 903-675-1253  
Lobby Hours: Monday - Friday, 8:15 a.m. - 4:45 p.m.  
Night Deposit Box Available

**Cedar Creek Sub-Office**

1012 W. Main Street, Suite 102  
Gun Barrel City  
Phone: 972-932-2214  
Toll Free: 1-800-766-9576  
Lobby Hours: Monday - Friday, 8:15 a.m. - 4:45 p.m.  
Night Deposit Box Available

**Wills Point Sub-Office**

582 Citizens Plaza Shopping Center  
Wills Point Phone: 972-932-2214  
Toll Free: 1-800-766-9576  
Lobby Hours: Monday - Friday, 8:15 a.m. - 4:45 p.m.

Payment may also be made through arrangements of Bank Drafts, Credit Card Drafts or through our online billing website, our automated phones system, our contracted payment centers or speaking with a member service representative on the phone.

**IX. DEPOSIT POLICY**

Amount of Deposit: The initial deposit for permanent residential, commercial or large power service shall not exceed one-sixth (1/6) of the estimated annual billings. TVEC may require an applicant for temporary service or seasonal service or service to weekend or intermittent use installations to pay a deposit sufficient to reasonably protect TVEC against the assumed risk for any of such services.

**X. FINANCIAL ASSISTANCE:**

See list below for government or social service agencies that may be able to assist you if you are having trouble making your payment for electric service to TVEC.

<b>KAUFMAN CO.</b>	GET-CAP	800-621-5746	get-cap.org
	Community Service	800-831-9929	
	Salvation Army	972-962-1345	salvationarmyusa.org
	Senior Citizen Services (Senior Connect)	972-563-1421	nohungrysenior.org
	Helping Angels of Kaufman County	214-533-1451	helping-angels.org
<b>HENDERSON CO.</b>	GET-CAP	800-621-5746	get-cap.org
	Community Service	800-831-9929	
	Family Resource Center	903-887-4711	
	Henderson County Help Center	903-675-4357	thehelpcenter.org
	Salvation Army – Malakoff Unit	903-880-2906	salvationarmyusa.org
<b>VAN ZANDT CO.</b>	GET-CAP	800-621-5746	get-cap.org
	Community Service	800-831-9929	
	Indigent Care	903-567-1023	
<b>ANDERSON CO.</b>	GET-CAP	800-621-5746	get-cap.org
	Community Service	800-831-9929	
	Resource Center (Palestine)	903-729-7505	palestineresourcecenter.org
<b>DALLAS CO.</b>	Community Service	800-831-9929	
<b>HUNT CO.</b>	Texoma Council of Governments TCOG	903-813-3541	texoma.cog.tx.us
	Community Service	800-831-9929	
	Lake Area Shared Ministries	903-356-6744	lakeareasharedministries.org

**XI. NONDISCRIMINATION:**

TVEC provides electric service without discrimination as to member's race, nationality, color, religion, sex or marital status.

**XII. SPECIAL SERVICES:**

As a special service to the deaf, a teletypewriter is provided by the Public Utility Commission of Texas. The telephone number for the teletypewriter is 512-936-7147 TTY.