



## INFORMATION CONCERNING YOUR ELECTRIC SERVICE WITH HAMILTON COUNTY ELECTRIC COOPERATIVE ASSOCIATION

- I. POWER OUTAGES:** We have a dispatcher on duty (24) hours a day including weekends and holidays. To report your outage call **(800) 595-3401** or **(254) 386-3123**.
- II. RATE AND SERVICE INFORMATION:** You may, either by phone or by personal visit to the Cooperative's business office located at 420 North Rice, Hamilton, Texas, request copies of any portion of the Cooperative's rate and service tariffs. A normal reproduction charge will be made for each copy and postage will be added if the copies are mailed.
- III. BILLING PERIOD:** Our billing period is displayed on the electric service statement each month. Statements are mailed on or before the 6th of the following month. Please allow a few days for mail delivery.
- IV. DUE DATE OF BILLS:** The due date of the bill for utility service shall not be less than 16 days after issuance. A bill for utility service is delinquent if payment is not received at the utility by the due date. The postmark, if any, on the envelope of the bill, or an issuance date on the bill, if there is no postmark on the envelope, shall constitute proof of the date of issuance. If the due date falls on a holiday or weekend, the due date for payment purposes shall be the next workday after the due date. If payment is not received by the due date, a termination notice will be issued at least ten (10) days prior to a stated date of disconnection. Accounts that become past due will be charged a penalty at 5% or \$5.00 whichever is greater.
- V. TERMINATION OF SERVICE:** Your electrical service may be discontinued after proper notice for the following reasons.

- A. Failure to pay a delinquent bill or enter into a deferred payment agreement within twenty-six (26) days from the date of issuance of a bill and if proper notice has been given. 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 **"Termination Notice"** or similar language prominently displayed on the notice. The cut-off day may not fall on a holiday or weekend but should fall on the next working day after the 10th day.
- B. Failure to meet the terms of a deferred payment plan.
- C. Failure to meet the terms of a payment arrangement.
- D. 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.
- E. 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 and such disconnection shall remain in effect so long as the 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.

The Cooperative will either mail or personally deliver a written notice of termination at least 10 (ten) days prior to the date of disconnection. Disconnection will only occur on those days when Cooperative personnel are available to receive payment to prevent disconnection.

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 arrangement.

- 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 your complaint involves a billing issue and your complaint is received prior to the issuance of a termination notice, you will not be required to pay the disputed amount until your complaint is resolved. If your complaint is received after a termination notice has been issued, you may be requested to pay the amount in dispute until such time as the dispute is resolved. In either case, if a meter test is required you may be expected to pay the entire amount of your bill until the meter test results are received by the Cooperative.

- VII. ALTERNATE PAYMENT PLANS:** As a member of the Cooperative, you have a right to request alternate payment plans.

**PAYMENT ARRANGEMENTS:** If You are a residential customer and have not been delinquent more than two (2) times in the last twelve months and are unable to pay all of your bill, you can make arrangements to pay your bill after the due date but before the due date of the next bill. If you do not fulfill the terms of the payment arrangement, the Cooperative shall have the right to disconnect service. If a disconnect notice was issued prior to the payment arrangements being made, such notice shall suffice as your notice. If payment arrangements are made prior to issuance of a disconnect notice, such notice must be issued before your service may be disconnected.

**DEFERRED PAYMENT PLAN:** If you are a residential customer and have not been delinquent in paying your bill more than two times in the last twelve (12) months and are unable to pay all of your bill, you are qualified for a deferred payment plan. Such plan provides that your service will not be disconnected if you pay all subsequent bills on a current basis and pay monthly an amount not to exceed one-third (1/3) of the total outstanding amount. If you do not fulfill the terms of the agreement, the Cooperative will have the right to disconnect your service under standard termination procedures. The Cooperative will not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

A deferred payment arrangement may be made by visiting the Cooperative's business office or contacting the Cooperative by telephone.

- VIII. SERVICE RECONNECTION:** If your service is interrupted for failure to pay an outstanding bill, you may re-establish service by paying all outstanding and delinquent bills and any deposit which may be required or by executing a deferred payment agreement if you qualify.

**IX. METER READING:** Meters are read using an AMR (automated meter reading) system. Meters are equipped with an electronic module that downloads the reading from the meter and sends the information to a collector at the substation. The collector transmits the information to the MDM (meter data management) software. The MDM imports the reading into the CIS (customer information system).

**X. METER TESTING:** You may request a test of your electric 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 four years and the meter is not defective, you will be required to pay a charge of not more than \$15 for the test.

**XI. COOPERATIVE OFFICE AND BUSINESS HOURS:**

You may obtain information regarding your electric service or pay your electric service bills at the Cooperative's office at 420 North Rice, Hamilton, Texas, between the hours of 8:00 am and 4:30 pm Monday through Friday. You may write for information to P.O. Box 753, Hamilton, Texas 76531. The Cooperative's telephone number is (254) 386-3123 or (800) 595-3401. You may report service interruptions after normal business hours by calling the Cooperative's Office. A dispatcher will be on duty.

**XII. DEPOSIT POLICY:** Prior to time of connection, you will be required to pay a deposit for permanent residential service. However, you can submit information enabling the Coop to review your credit history. If your credit history meets the Cooperative's standards of an acceptable rating, the deposit may be waived.

You will not be required to pay a deposit for permanent residential service if you are sixty-five (65) years or older and do not have an outstanding account balance with the Cooperative or another utility providing electrical service which accrued within the last two (2) years.

If you establish credit and are not required to pay a deposit, you may later be required to pay a deposit if you have more than one (1) occasion during the last twelve (12) consecutive months of service in which a bill for utility service was paid after becoming delinquent or if your service was disconnected for nonpayment. A deposit required under these conditions shall not exceed an amount equivalent to one-sixth (1/6) of your established annual billings. Such deposit may be required to be made within ten (10) days after issuance of written termination notice and requested deposit. In lieu of an initial deposit, you may elect to pay your current bill by the due date

of the bill, provided you have not exercised this option in the previous twelve (12) months.

If satisfactory credit is not established, you will be required to pay a deposit in an amount not to exceed one-sixth (1/6) of your established billings.

If your actual electric service billings are at least twice the amount of the estimated billings after two (2) billing periods, and a termination notice has been issued on a bill within the previous twelve (12) month period, an additional deposit may be required to be made within fifteen (15) days after issuance of written notice of termination and requested additional deposit. In lieu of an additional deposit, you may elect to pay your current bill by the due date of the bill, provided you have not exercised this option in the previous twelve (12) months.

If you have been required to make a deposit, the Cooperative shall pay interest on such deposit at an annual rate as set by the Public Utility Commission of Texas. If a refund of deposit is made within 30 days of receipt of deposit, no interest payment is required. If the Cooperative retains the deposit more than 30 days, interest is earned from the date of the deposit until the date the deposit is credited to your account. Interest will be refunded annually in April as a credit to your account.

When you have paid bills for service for twelve (12) consecutive residential billings without having service disconnected for nonpayment of a bill and without having more than two (2) occasions in which a bill was delinquent, and when you are not delinquent in the payment of current bills, the Cooperative shall promptly and automatically refund the deposit plus accrued interest in the form of a credit to your current billing or a refund check. If you do not meet these refund criteria the deposit and interest may be retained.

**XIII. 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 will be applied equally to the other without modification and without additional qualifications not required of the other.

**XIV. 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. Texas Department of Housing and Community Affairs. Energy Assistance Section, P.O. Box 13941, Austin, Texas 78711-3941 (512) 475-3800, Hill Country Community Action, P.O. Box 846, San Saba, Texas 76877, (325) 372-5167.

**XV. NONDISCRIMINATION STATEMENT:** Hamilton County Electric Cooperative Association is the recipient of Federal financial assistance from the Rural Utilities Service, an agency of the U.S. Department of Agriculture. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for USDA program information (e.g. Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202)720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800)877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866)632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue S.W.  
Washington, D.C. 20250-9410
2. fax: (202) 690-7442; or
3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

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**Adopted: April 28, 2016**

The information contained in this pamphlet is available in Spanish from the Cooperative. For a copy you may write Hamilton County Electric Cooperative Assn., P.O. Box 753, Hamilton, Texas 76531 or a copy is available at the Cooperative's office at 420 North Rice Avenue, Hamilton, Texas.

La informacion que contiene en este folleto es obtenible en espanol de la Cooperativa. Para una copia puede escribir a Hamilton County Electric Cooperative Assn., P.O. Box 753, Hamilton, Texas 76531, o una copia es obtenible a la oficina de la Cooperativa at 420 North Rice Avenue, Hamilton, Texas 76531.