

YOUR RIGHTS AS A CUSTOMER- JASPER-NEWTON ELECTRIC COOPERATIVE, INC.

I. RATE AND SERVICE INFORMATION:

- A. You may, either by phone or by personal visit to the Cooperative's business office (located at 812 South Margaret Avenue, Kirbyville, Texas 75956), request copies of any portion of the Cooperative's tariff. A nominal reproduction charge may be made for each copy and postage may be added if the copies are mailed.

II. METER TESTING:

- A. You may request a test of you electric meter if you believe 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. DUE DATE:

- A. You have 16 days from the date the bill is issued to pay an outstanding bill. If the 16th day falls on a weekend or holiday, the bill is due on the next work day. If the bill is not paid by the due date, a notice of termination shall be issued.

IV. DISCONNECTION OF SERVICE:

- A. After proper notice- Your electric service may be discontinued for the following reasons:

- i. Failure to pay a delinquent account or deferred payment agreement within ten (10) days after the notice of termination (final notice) is issued. If the 10th day falls on a weekend or holiday, the service will be subject to disconnection the next work day if still unpaid.
- ii. 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 a reasonable attempt to notify you of the problem and provide you with a reasonable opportunity to remedy the situation.
- iii. Failure to comply with the Cooperative's deposit and guarantee requirements.

- B. Without notice- Your electric service may be discontinued for the following reasons:

- i. The Cooperative may immediately disconnect service upon the discovery that a meter has been tampered with or bypassed.
- ii. The Cooperative may disconnect service at once and without notice where a dangerous condition exists and such disconnects shall remain in effect so long as the situation exists.
- iii. The Cooperative may disconnect service without notice 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 non-payment.

- C. If you are seriously ill or will become seriously ill as a result of the termination of service, your physician must contact the Cooperative within 16 days and a written statement must be received within 26 days of the issuance of the bill. The Cooperative will then refrain from termination of service for 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.

- D. Service will not be disconnected on a day or on a day immediately preceding a day, when Cooperative personnel are unavailable to make collections and reconnect service.

V. SERVICE AND BILLING DISPUTES:

- A. Complaints. If you make a complaint to the Cooperative either at its office, by letter, or by telephone, the Cooperative shall promptly make suitable investigation and advise of the results.
- B. Supervisory Review. If you disagree with the Cooperative regarding any aspect of the Cooperative's action involving service, you may request a supervisory review. Service will not be disconnected pending the completion of the review. If you choose not to participate in the review or to make arrangements for a review within five (5) days after requesting it, then service may be disconnected after proper notice has been provided. The results of a supervisory review will be provided in writing within 10 (ten) days of the review, if requested.

- C. Appeal. If this dispute is not resolved by such a review, you may appeal to the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas, 78711-3326, 1-888-782-8477. During the pendency of such appeal or other resolution of dispute, you may avoid termination of service by paying the average of your monthly bill for the preceding 12 months for a period not to exceed 60 days.

VI. DEFERRED PAYMENT PLAN (RESIDENTIAL CUSTOMERS ONLY)

- A. If you are unable to pay all of your bill and have not been issued more than two final notices in the preceding 12 months, you may, **before** the service is dispatched for disconnection, request a deferred payment agreement by visiting our office or contacting us by phone during regular office hours. You may be required to pay one-third of the outstanding bill and pay the remaining balance with two monthly installments. You must also keep all subsequent bills current. If you do not fulfill the terms of the agreement, your service may be terminated under standard termination procedures. Such breach of the agreement voids your right to a subsequent negotiation of a deferred payment plan prior to disconnection. The Cooperative is not required to offer this arrangement if you have service for less than three months.

VII. SERVICE RECONNECTION:

- A. If your service is interrupted for any of the reasons listed under Section IV, service will be reconnected when you:
- i. Pay all outstanding and delinquent bills (or enter into a deferred payment agreement if eligible), and
 - ii. Pay the required deposit amount (or provide evidence of payment guarantee) and
 - iii. Pay all applicable fees.

VIII. FINANCIAL ASSISTANCE:

- A. Should you have a problem paying your bill, contact us at (409) 423-2241 or 1-800-231-9340 within 16 days of the issuance of the bill for information on assistance that may be available through you Cooperative or local government special service agencies. Phone numbers and addresses for these agencies are listed on pages 4 and 5. Office hours for the Cooperative are 8:00 am to 5:00 pm, Monday through Friday.

IX. METER READINGS:

- A. Cooperative meter readings are registered on a monthly basis for billing purposes. If you would like information regarding the proper method of reading your electric meter, the Cooperative will provide, on request, a pamphlet with full instructions.

X. CUSTOMER DEPOSITS:

- A. All applicants for electric service are required to establish credit prior to receiving such service. If you are a residential applicant of at least 65 years of age, credit will be considered established if you do not have an outstanding account balance that accrued on your residential account during the past two years, either at this Cooperative or at another electric utility. Otherwise, your credit may be established by:
- i. Providing a letter of credit from a previous electric utility for same kind of service within the previous two years. To establish credit, the letter must show (1) that the applicants electric service was not disconnected for non-payment within the previous 12 consecutive months, and (2) no more than one instance in which the bill was paid after the due date within the previous 12 consecutive months.
 - ii. Having an acceptable guarantor sign a guarantee for the deposit. To qualify, the guarantor must be an active member of the Cooperative for the prior 10 years and have an excellent payment record for the previous 12 consecutive months. Unless otherwise agreed to by the guarantor, the guarantee shall be for the amount of deposit the Cooperative would normally seek on an applicant's account. The amount of the guarantee shall be clearly indicated on any documents or letters of guarantee signed by the guarantor.
 - iii. Demonstrating a satisfactory credit rating by appropriate means, including, but not limited to, providing generally acceptable credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted by the Cooperative, or proof of ownership of substantial equity.

- B. If you are unable to establish credit under the conditions listed above, you will be required to pay a cash deposit equal to 1/6th of the annual billing at the location where service is to be connected. For service to locations with no prior history of usage, the Cooperative will, at its discretion, (1) require a deposit of no less than \$100 or (2) conduct a load study to determine a reasonable deposit amount.
- C. Existing Members Applying for a New Service:
- i. You may be required to make an initial deposit if there has been more than one instance within the past 12 consecutive months in which your bill for electric service was paid after becoming delinquent or if your service was disconnected for non-payment. (If you are a residential customer, you may, in lieu of an initial deposit, elect to pay your current bill by the due date, provided you have not exercised this option within the previous 12 months.) Or, you may furnish an acceptable guarantee as described in Section X. A. ii.
- D. Additional Deposit/Existing Services:
- i. Residential Customers:
 - a) If your actual billings are at least twice the amount of the estimated billings after two billing periods, and a termination notice has been issued on your bill within the previous 12-month period, an additional deposit may be required within 15 days after issuance of written notice of termination and request for additional deposit.
 - ii. Commercial Customers:
 - a) If your actual billings are at least twice the amount of the estimated billings and a termination notice has been issued on your bill within the previous 12 month period, an additional deposit may be required within 15 days after issuance of written notice of termination and requested additional deposit.
- E. Waiver of Additional Deposit. The requirement of an additional deposit may be waived if:
- i. You elect to pay the current bill by the due date printed on the bill, provided you have not exercised option within the previous 12 months.
 - ii. You, your spouse, or head of household are serving military duty in a combat or war zone as designated by the Federal government, or are a member of the reserve component who is serving military duty that is directly related to such hostilities, or if you are a party to a deferred payment plan with the Cooperative under these circumstances.
- F. Interest on Deposits: The Cooperative, when requiring deposits to be made by its customers, will pay interest on such deposits at an annual rate established from time to time by the Cooperative Board. If refund of deposit is made within 30 days of receipt of deposit, no interest is paid. If the Cooperative retains the deposit more than 30 days, payment of interest will be made retroactive to the date of deposit. Interest payment to the customer will be annually if requested by the customer, or at the time that deposit is returned or credited to the customer's account. The deposit will cease to draw interest on the date it is returned or credited to a customer's account.
- G. Deposit Refund/Voiding of Guarantees:
- i. If service is not connected, or after disconnection of service, the Cooperative shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess to the unpaid bills for service furnished. A transfer of service from one premise to another within the service area of the Cooperative shall not be deemed a disconnection with the meaning of these sections, and no additional deposit may be demanded unless permitted by these sections.
 - ii. When the customer has paid bills for service for 12 consecutive residential billings or for 24 consecutive commercial or industrial billings, without having service disconnected for non-payment 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 Cooperative shall promptly and automatically refund the deposit plus 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.

XI. NON-DISCRIMINATION:

- A. Your Cooperative provides electric service without discrimination as to a member's race, nationality, color, religion, sex, marital status, handicap, or age. In determining deposit requirements, the Cooperative shall, upon request, consider the credit history where service was once supplied to the applicant's former spouse.

XII. CALL: For repairs, service outages and billing inquiries 24 hours a day, 7 days a week. Regular office hours are 8 AM - 5 PM weekdays, excluding holidays.

1-800-231-9340 or (409) 423-2241

Copies of these policies are available at the Cooperative headquarters office and by mail in both English and Spanish.

Copias de estos reglamentos o plan de acciones se puede obtener de las oficinas de las Cooperativa y para correo en idiomas Ingles y Espanol.

INFORMATION FOR MEMBERS OF JASPER-NEWTON ELECTRIC COOPERATIVE, INC.

Contact the following for assistance with utilities and weatherization:

Texas Department of Housing and Community Affairs
Energy Assistance Section
P.O. Box 13941
Austin, TX 72711-3326
(512) 475-1099

Public Utilities Commission of Texas
P.O. Box 13326
Austin, TX 78711-3326
(512) 936-7000
1-888-782-8477 (toll-free)

Deep East Texas Council of Governments
Nacogdoches (936) 569-0492

Orange County residents may contact:

Program for Human Services
P.O. Box 1704
Orange, TX 77631
(409) 886-0125

Residents of Jasper, Newton Sabine, San Augustine, Shelby and Tyler Counties may contact:

Tri-County Community Action, Inc.
827 Shelbyville St.
P.O. Drawer 748
Center, Texas 75935
(936) 598-2476

Jasper County Office
205 E. Main
Kirbyville, Texas 75956
(409) 420-0910

Newton County Office
P.O. Box 346
Old Hospital Bldg.
Newton, Texas 75966
(409) 379-8741

Deep East Texas Foundation
1013 Helen St.
Jasper, Texas 75951
(409) 383-0334

Tri-County Community Action also helps with funds and services for weatherization of homes:

Angelina County residents may contact:

Community Action Nacogdoches, Inc.
P.O. Drawer 1938
Nacogdoches, TX 75963-1938
(936) 564-2491

Community Action
1600 Roguet
Lufkin, TX 75901
(936) 639-4787

Special Services are available to the Deaf by Teletype (512) 936-7136
TTY

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