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### 1. PAYMENT OF BILLS:

The due date of bills for utility service is twenty (20) days after issuance. A bill is considered delinquent if unpaid by the due date. If the 20th day falls on a holiday or weekend, the due date will be the next work day.

The cashier's stub should always accompany payment. Bills may be mailed in the envelopes provided or paid at the office in San Augustine, Texas during regular office hours, or at the following authorized paystations during banking hours.

Compass Bank - Broaddus, TX  
Citizens Bank - Center, TX  
Capital One Bank - Chireno, TX  
Huntington State Bank - Etoile, TX  
Austin Bank - Garrison, TX  
Austin Bank - Timpson, TX  
Bancorp South - Garrison, TX  
Texas State Bank - Haslem, TX  
First Bank and Trust - Hemphill, TX  
First State Bank - Hemphill, TX  
Shelby Savings Bank - Hemphill, TX  
First Bank and Trust - Jasper, TX  
Commercial Bank of Texas - Jasper, TX  
Texas State Bank - Joaquin, TX  
Austin Bank - Nacogdoches, TX  
Bancorp South Bank - Nacogdoches, TX  
Commercial Bank of Texas - Nacogdoches, TX  
Hibernia National Bank - Nacogdoches, TX  
Huntington State Bank - Nacogdoches, TX  
Community Bank of Texas - Newton, TX  
First Bank and Trust - Pineland, TX  
First Bank and Trust - San Augustine, TX  
Shelby Savings Bank - San Augustine, TX  
Texas Bank and Trust - San Augustine, TX  
Texas State Bank - Timpson, TX

No payments are accepted at the pay stations after the due date. Late payments must be made at the office in San Augustine, Texas either by mail or in person. A night depository is located at our office for your convenience.

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### 2. METER READINGS:

As a matter of general practice, meters will be read at monthly intervals, and as nearly as possible on the corresponding day of each meter reading period, but may be read at other than monthly intervals if the circumstances warrant. Bills will be rendered to customers as soon after the meter reading date as practical. As a condition of providing service, access to the meter is required. Failure to provide access may result in termination of service, or refusal of service, until access is provided.

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### 3. BILLING QUESTIONS:

All telephone inquiries concerning bills should be made during regular office hours. Always be prepared to furnish your current meter reading when calling or writing about your bill.

REGULAR OFFICE HOURS:  
Weekdays 8:00 a.m. - 5:00 p.m.  
Closed Saturday & Sunday

#### 4. BILLING DISPUTES:

In the event of a billing dispute between a customer and DETEC, the Cooperative shall forthwith make an investigation as required by the particular case, and will report the result of the investigation to the customer. The customer will not be required to pay more than his monthly average bill until such time as the dispute is resolved, but in no event more than 60 days.

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#### 5. DISCONNECTION FOR DELINQUENT BILLS:

A customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of the bill and if proper notice has been given. The Cooperative will either mail or personally deliver a written notice of termination at least 10 days prior to the date of disconnection. If the cutoff day falls on a holiday or weekend, service will be subject to disconnection on the next working day. Service will not be disconnected on a day when personnel of DETEC are not available to the public for the purpose of making collections and reconnecting service.

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#### 6. PAYMENT PLANS:

**A. PAYMENT ARRANGEMENT** – Customers have the right to request a payment arrangement. Payment arrangements are any arrangements or agreements between the Cooperative and the customer in which an outstanding bill is allowed to be paid after the due date of the outstanding bill but before the due date of the next bill. If a customer does not fulfill the terms of such payment arrangement, DETEC 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 notice to the customer. If payment arrangements are made prior to issuance of a disconnect notice such notice must be issued before the customer's service may be disconnected.

**B. DEFERRED PAYMENT PLAN** – Customers have the right to request a deferred payment plan provided they have maintained a payment record with no more than two (2) termination notices during the preceding twelve (12) months. The cooperative will collect no more than one-third of the total deferred amount with the balance to be paid in reasonable installments. If the customer does not fulfill the terms of a deferred payment plan, service may be disconnected with proper notice. Deferred payment plans may be made by visiting DETEC or contacting our Consumer Service Department by phone.

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#### 7. TERMINATION OF SERVICE:

*WITH NOTICE:*

- (a) Failure to pay a delinquent account or meet the terms of a deferred payment plan.
- (b) Violation of the Cooperative's rules for the use of service in 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.
- (c) Failure to comply with the Cooperative's deposit and guarantee requirements.

*WITHOUT NOTICE:*

- (a) For tampering with the cooperative's meter or equipment by bypassing same.
  - (b) 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.
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#### 8. REESTABLISHMENT OF CREDIT:

Every applicant who previously has been a customer of DETEC and whose service has been discontinued for nonpayment of bills or meter tampering or bypassing of meter shall be required before service is rendered to pay all amounts due the Cooperative, and reestablish credit as provided in Paragraph 14 below. The Cooperative may offer a deferred payment plan to assist in reestablishing credit.

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#### 9. METER TESTING:

You may request a test of your electric meter if you believe that the meter is not accurately reflecting actual electric consumption. This test will be made at no charge provided that the meter has not been tested for you 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.

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#### 10. CUSTOMER CHARGE:

All consumers shall pay a minimum charge each month. No kilowatt-hours are included in this charge. This monthly charge includes a customer charge and, where applicable, may also include a transformer capacity charge, line extension charge, or security light charge. The minimum monthly charge shall apply each month of the year.

The transformer capacity charge will be added to the monthly charge whenever more than a 10 kVA transformer is required. This charge is assessed at a rate of \$1.00 per kVA or fraction thereof of transformer capacity over 10 kVA. The transformer capacity charge will be assessed only when the Consumer's energy charges are less than the additional transformer capacity charge.

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#### **11. PENALTIES:**

A penalty of 5% will be charged on delinquent accounts. The 5% penalty on delinquent bills will not be applied to any balance to which the penalty has already been applied. To avoid the penalty, payments must be received at the Cooperative's office, or at an authorized paystation, by the close of business on the due date appearing on the bill.

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#### **12. RATE AND SERVICE INFORMATION:**

You may, either by phone or by personal visit to the Cooperative's business office located at San Augustine, Texas request copies of any portion of the Cooperative's rate and service tariffs, rules and regulations.

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#### **13. POWER COST RECOVERY FACTOR:**

The power cost recovery factor (PCA) shown on your bill represents the power and fuel cost from our wholesale suppliers for each kilowatt hour delivered to your meter in excess of the cost provided for in our base rate. This factor is multiplied by your KWH usage to calculate the power cost adjustment on your bill.

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#### **14. CONSUMER DEPOSIT:**

To secure payment of electric bills, the Cooperative may require a deposit not to exceed one-sixth (1/6) of estimated annual billing, as follows:

(a) Initial Deposit – New applicants:

A deposit is required of permanent residential applicants unless applicant can furnish the Cooperative with a letter of credit from another electric utility which states that during the last twelve (12) months of consecutive residential service applicant was not delinquent on more than one (1) occasion and never had service disconnected for non-payment and is not presently delinquent in payment of an account with the utility; or can furnish in writing, a satisfactory guarantee from a member of DETEC to secure payment of bills for electric service; or can furnish proof that applicant is 65 years of age or older and does not have an outstanding balance with an electric company for residential service which occurred in the last two years.

Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared the same service.

The Cooperative may require a deposit for commercial and industrial service if the credit of an applicant has not been established satisfactorily.

The Cooperative may require a deposit sufficient to reasonably protect it against the assumed risk for temporary or seasonal service and for weekend residences.

(b) Initial Deposit – Existing Customers:

A deposit may be required of existing customers who, on more than one occasion during the previous 12 consecutive months, pay for utility service after becoming delinquent. Such deposit may be required to be made within 10 days after issuance of written termination notice and requested deposit. In lieu of initial 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 12 months. The customer may furnish in writing a satisfactory guarantee to secure payment in lieu of cash deposit.

(c) Additional Deposit – Existing Customers:

If actual billings are at least twice the amount of the estimated billings and a termination notice has been issued on a bill within the previous 12-month period, an additional 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 12 months.

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#### **15. DEPOSIT REFUND:**

Customer deposits will be applied upon disconnection of service or when the customer has paid bills for service for 12 consecutive 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 bill. DETEC will promptly and automatically refund the deposit to the customer in the form of cash or credit to customer's bill, or void the guarantee.

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#### **16. FUNDED ASSISTANCE:**

Funded financial assistance may be available for persons in need of assistance with their electric utility payments. For additional information you may contact DETEC or the following agency:

Texas Department of Housing and Community Affairs  
Energy Assistance Section  
P.O. Box 13941  
Austin, Texas 78711-3941  
(512) 475-3800

Texas Department of Human Services  
701 West 51st Street  
Austin, TX 78751  
1-888-834-7406  
1-888-425-6889 (TDD)

Public Utility Commission of Texas  
P.O. Box 13326  
Austin, TX 78711-3326  
1-512-936-7000

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#### **17. DISABLED:**

The Cooperative encourages members with physical disabilities and those who care for them to identify themselves so that special action can be taken if necessary.

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#### **18. AVAILABLE IN SPANISH:**

##### **(DISPONIBLE EN ESPANOL)**

This information is available in Spanish from the Cooperative, both by mail and at the Cooperative Office. (Esta informacion se encuentra disponible en espanol en la Cooperative ya sea por correo o en la misma oficina.)

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#### **19. STATEMENT OF NONDISCRIMINATION:**

Deep East Texas Electric Cooperative, Inc., has filed with the Federal Government a Compliance Assurance in which it assures the Rural Utilities Service that it will comply fully with all requirements of the U.S. Department of Agriculture, and is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation act of 1973, as amended; and the Age Discrimination Act of 1975, as amended: "In accordance with Federal law and the U.S. Department of Agriculture's policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age, or disability (Not all prohibited bases apply to all programs)." Under this assurance, this organization is committed not to discriminate against any person on the grounds of race, color, national origin, religion, sex, marital status, handicap, or veteran status, in its policies and practices relating to the conduct of the operations of this organization.

The person responsible for coordinating this organization's non-discrimination compliance efforts is Gina Evett, Director of Administration. Any individual, or specific class of individuals, who feels that this organization has subjected them to discrimination may obtain further information about the statutes and regulations listed above and/or file a written complaint of discrimination by writing USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer. Identity of complainants will be kept confidential except to the extent necessary to carry out the purpose of the Rules and Regulations.

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## **20. REPORTING A POWER FAILURE:**

Power failure can be reported to dispatchers on duty 24 hours per day by calling:

Local (936) 229-4000  
Automated Outage System 1-800-392-5986

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## **21. COMPLAINTS:**

If you have a complaint about any action of the Cooperative, you may request a supervisory review. The Cooperative will provide you with the results of the review in writing within 10 days of the review, if requested, and service will not be disconnected pending completion of the review. If you are dissatisfied with the supervisory review by the Cooperative, you may contact:

Gina Evett  
Director of Administration  
P.O. Box 736  
San Augustine, Texas 75972  
(936) 275-2314

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## **22. CONSUMER'S RESPONSIBILITY**

### **NATURE OF SERVICE:**

Cooperative's undertaking extends only to the supply of service at the point of delivery. Consumer is warned of the risk of damage of property and the possibility of fire or personal injury resulting from improper wiring and manner of attachment of use and maintenance of electric appliances, fixtures and apparatus, and is advised to allow no one except experienced and capable electricians to install or make any change, alteration, additions, or repairs to any part of Consumer's installation.

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## **23. CONSUMER'S LIABILITY:**

Consumer assumes full responsibility for the current upon Consumer's premises at, and from the point of delivery thereof, and for the wires, apparatus, devices and appurtenances thereon, used in connection with the service. Consumer shall indemnify, save harmless and defend the Cooperative against all claims, demands, cost or expense for loss, damage or injury to persons or property in any manner directly or indirectly arising from, connected with, or growing out of the transmission or use of current by Consumer at or on Consumer's side of point of delivery.

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## **24. CHANGES IN CONSUMER'S WIRING AND EQUIPMENT:**

All equipment supplied by the Cooperative for the use of each consumer has a definite capacity and for this reason, it shall be the responsibility of the Consumer to notify the Cooperative before any change is made in the load characteristics or location of equipment at his installation. Failure to give such notice shall render the Consumer liable for any damage to meters or accessories, transformers, or wires, of the Cooperative caused by the additional or changed installation.

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## **25. PROTECTION BY CONSUMER:**

Consumer shall protect the equipment of the Cooperative on his premises and shall not interfere with or alter or permit interference with or alteration of Cooperative's meters or other property except by duly authorized representatives of the Cooperative. When loss or damage to the property of the Cooperative is due to, or caused by, carelessness, neglect or misuse by Consumer or other unauthorized persons, the cost of the necessary replacement and repairs shall be paid for by the Consumer.

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## **26. TAMPERING:**

If the Cooperative determines a consumer is receiving electricity without paying therefor, or that its meter, wires or other apparatus have in any manner been tampered with, service will be subject to disconnection.

In order to reestablish credit with the Cooperative, the Consumer shall repay all amounts due to the Cooperative for service provided but not metered and for labor, material and equipment necessary to repair or replace all equipment, plus a \$250.00 tampering fee. The amount due for service provided but not metered may be estimated based on consumption under similar conditions during preceding years. If previous consumption history does not exist or is considered unreliable due to the tampering, consumption may be estimated on the basis of usage levels of similar customers and under similar conditions.

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**27. ACCESS TO PREMISES:**

Duly authorized representatives of the Cooperative shall have the right of ingress and egress to the premises of Consumer at all times for the purpose of meter reading, constructing, inspecting, maintaining or removing any Cooperative property. Cooperative has the right to terminate service at any time a Member, upon reasonable notice, refuses access to premises.

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