

# TERMS



## Conditions of Service

for Members of  


A Touchstone Energy<sup>®</sup> Cooperative 

The power of human connections

# About the Cooperative



SECO Energy is an electric distribution cooperative, providing electric power to members in Sumter, Lake, Marion, Citrus, Levy, Hernando and Pasco counties.

SECO's nine-member Board of Trustees sets the policies which govern the Cooperative. The headquarters office is located in Sumterville, FL. In addition, five additional office locations throughout the service area are open to provide quality service to our member/customers.

Employees are on-call 24 hours a day, seven days a week, to insure reliable electric service. Our goal is to provide outstanding service at reasonable rates while strengthening the financial condition of the Cooperative.

Each year, SECO's Board of Trustees and CEO complete a review of your Co-op's financial condition. Once it is concluded that the fiscal status of the Cooperative remains positive, the Board approves the return of patronage capital to the membership, called Capital Credits. Normally, any approved credits are applied to members bills during the month of November. During the past ten years SECO has given back approxi-

mately sixteen million dollars to the membership in the form of Capital Credits.

SECO, and nine other distribution cooperatives in Florida, own and purchase power from Seminole Electric Cooperative, Inc., (SECI), one of the largest generation and transmission cooperatives in the U.S., with its headquarters in Tampa, Florida.

The Cooperative's primary resources include Seminole Generating Station in north-east Florida and Richard J. Midulla Generating Station in south central Florida. Seminole also owns a 14 megawatt share of Progress Energy Florida's Crystal River 3 nuclear plant and more than 400 miles of transmission line that interconnects its generating facilities to Florida's transmission grid.

Seminole maintains a balanced and diversified generation portfolio that includes owned facilities as well as capacity and energy provided through short- and long-term purchase agreements with other utilities and independent power producers. These resources reflect a mix of technologies and fuel types, including one of the state's largest renewable energy portfolios. The diversity in Seminole's generation mix reduces exposure to changing market conditions, helping to keep rates competitive.



# Welcome

Dear Member:

Welcome to Sumter Electric Cooperative, also known as SECO Energy. I would like to take this opportunity to introduce you to the cooperative and to tell you about our programs and services. SECO is one of the largest distribution cooperatives in the nation, serving more than 170,000 member/consumers in seven moderately rural counties of Central Florida.

The Cooperative is a non-profit enterprise, owned and operated for the benefit of its member/customers. We sell electricity, yet in the energy business today, our real product is service. Employees work diligently to meet the growing service needs of members in one of the fastest growing states, while maintaining the guiding philosophy of providing highly personalized service to members and commitment to member satisfaction.

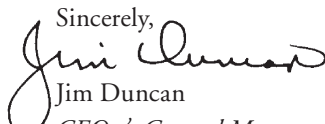
It is the intention of the Board of Trustees and the Management to provide the membership with the best possible electric service and to render fair and just treatment, without discrimination, to all concerned.

In return, we ask the members to be loyal to their Cooperative and to abide by the rules and regulations which have been formulated in the interest of economy and good service. The purpose of furnishing this information is to acquaint the consumers with the obligations of the Cooperative and also with the duties of the members, as prescribed by *Board Policy 207 – Terms and Conditions of Service*. It is hoped that the members will find time to study this policy in order that harmonious relations will prevail between them and the operating personnel.

For additional information, please call the office serving your area, or the Corporate Headquarters office in Sumterville. The phone numbers are listed on the back of this booklet.

We hope this information will be useful to you in taking advantage of the services your Cooperative has to offer.

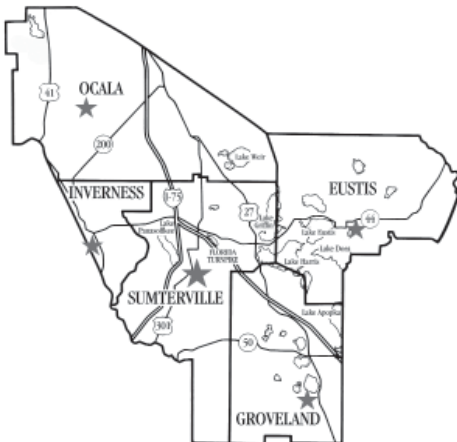
Sincerely,



Jim Duncan  
CEO & General Manager



JIM DUNCAN  
CEO & General Manager



# TABLE of Contents

The purpose of this policy is to outline in detail the terms and conditions by which service will be provided to the members of the Cooperative. This policy covers a very wide range of items summarized and described under the following nine headings:

	PAGE
207.1 MEMBERSHIP .....	4
A. Acceptance	
B. Withdrawal of Membership	
C. Membership Fee Refund	
207.2 COOPERATIVE'S LIABILITY .....	5
207.3 MEMBER'S LIABILITY .....	5
A. Damaged Equipment	
B. Right-of-Access	
C. Lighting Service	
207.4 CONDITIONS OF SERVICE .....	6
A. Planned Interruptions	
B. Interruption Due to Emergencies or Power Supplier Interruptions	
C. More Than One Member Per Meter	
D. Two Wire Service	
E. Meter Location	
F. Maintenance Responsibility	
G. Work Done on Member's Electrical Facilities Prohibited	
H. Point of Delivery	
I. Relocation of Cooperative's Facilities for Convenience of Member	
J. Inspection	
K. Disconnection of Service	
L. Disconnection of Service – 5 Days Notice	
M. Tampering with Meters and Other Property of the Cooperative	
N. Meter Installation After Regular Working Hours	
O. Meter Base	

	PAGE
207.5 METER READING & BILLING .....	8
A. Meter Reading	
B. Billing & Payment of Bills	
C. Billing for Service Availability	
207.6 COLLECTIONS – DELINQUENT ACCOUNTS .....	9
A. Definition	
B. Disputed Bills	
C. Collection Activities	
207.7 FEES & DEPOSITS – RESIDENTIAL ACCOUNTS .....	10
A. Residential Deposits General	
B. Normal Fee Amounts	
C. Residential Deposit Amount	
D. Late Payment Fee	
E. Deposit Required After an Account Becomes Delinquent	
F. Deposit Exception For Multiple Residential Accounts	
G. Maximum Deposit	
H. Reconnect Fee for Existing Member's Inactive Account	
I. Security Deposit Is Not Advance Payment of Electric Bill	
J. "Current in Payment" Definition	
K. Refund/Waiver of Deposits to Members With Established Credit History	
L. Bankruptcies	
M. Unpaid Utility Bills	
N. Adverse Action Letter	
O. Letters of Credit	
207.8 FEES & DEPOSITS – NON-RESIDENTIAL ACCOUNTS .....	14
A. Non-Residential Deposits General	
B. Normal Fee Amounts	
C. Non-Residential Deposits Amounts	
D. Late Payment Fees	
E. Deposit Required After an Account Becomes Delinquent	
F. In Lieu of Deposit	
G. Bankruptcies	
H. Unpaid Utility Bills	
I. Adverse Action Letters	
207.9 RETURNED/REJECTED PAYMENTS .....	16

# POLICY 207

SUMTER ELECTRIC COOPERATIVE, INC.

EFFECTIVE MARCH 1, 2010

## 207.1 MEMBERSHIP

### A. ACCEPTANCE

Applications for membership may be accepted by the Board at the regular monthly meetings.

Acceptance by the Board entitles members to all of the privileges and responsibilities of Cooperative membership.

In order to continue as a Cooperative member, one membership fee of \$5.00 shall be paid. In addition, for each electrical connection serviced by the Cooperative, such member must have paid any necessary deposits, connection fees, line extension or other fees as may from time to time be required in keeping with policies adopted by the Board of Trustees, and such member must continue to receive electric service from the Cooperative at all times.

If such member shall have a paid membership fee of \$5.00 and requests the Cooperative to hold the membership fee for an inactive account for future reactivation, the member shall relinquish all rights as an active member but remains a member of the Cooperative in an inactive status.

### B. WITHDRAWAL OF MEMBERSHIP

Membership in the Cooperative may be withdrawn without prior Board action by verbal or written request of the member.

Should a member fail to meet any of the preceding conditions of continuing membership, such membership, upon approval of the CEO & General Manager or his designee, shall cease and be automatically terminated. The membership fee of such member shall be returned, less any indebtedness due the Cooperative for electric energy and other accrued charges. Regular monthly reports of memberships, thus terminated, shall be made to the Board of Trustees.

### C. MEMBERSHIP FEE REFUND

Membership fee shall be deemed returned for purposes of this policy when mailed to the member at the member's last known address or when applied to indebtedness due the Cooperative for electric energy and other accrued charges.

When membership in the Cooperative ceases, terminates or becomes inactive, the member's right to vote as a member of the Cooperative shall also cease and terminate.

## 207.2 COOPERATIVE'S LIABILITY

The Cooperative will use reasonable diligence to furnish a regular and uninterrupted supply of energy, but does not guarantee uninterrupted service. The Cooperative shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, breakdowns or injury to the machinery, transmission lines, distribution lines or other facilities of the Cooperative, extraordinary repairs of any other cause whatsoever, or any act of the Cooperative, including the interruption of service to any consumer, taken to prevent or limit the extent or duration of interruption, instability or disturbance on the electric system of the Cooperative or any electric system interconnected, directly or indirectly, with the Cooperative's system, whenever such act is necessary or indicated in the sole judgment of the Cooperative.

Unless otherwise provided in a contract between the Cooperative and member, the point at which service is delivered by the Cooperative to the member, to be known as "delivery point," shall be the point at which the member's facilities are connected to the Cooperative's facilities. The Cooperative shall not be liable for any loss, injury or damage resulting from the member's use of his equipment or occasioned by the energy furnished by the Cooperative beyond the delivery point.

The member shall provide and maintain suitable protective devices on his equipment to prevent any loss, injury or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of energy. The Cooperative shall not be liable for any loss, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by the use of such protective devices.

## 207.3 MEMBER'S LIABILITY

### A. DAMAGED EQUIPMENT

In the event of loss or injury to the property of the Cooperative through misuse by, or the negligence of the member, the cost of the necessary repairs or replacement thereof shall be paid to the Cooperative by the member.

### B. RIGHT-OF-ACCESS

The Cooperative shall have the right during regular working hours and in emergencies to enter the premises of the member for the purpose of vegetation management, installing, inspecting, reading, removing, testing, replacing, disconnecting, reconnecting or otherwise disposing of its apparatus and property, and the right of entire removal of the Cooperative's property in the event of the termination of the membership for any cause. The Cooperative's agent will, upon request, show his credentials and state the reason for requiring access.

### C. LIGHTING SERVICE

The member shall maintain lighting service for a minimum term of one year from the commencement of service and shall continue thereafter until terminated by either party with written notice or as outlined by contract.

## 207.4 CONDITIONS OF SERVICE

207.4

### A. PLANNED INTERRUPTIONS

The Cooperative shall, whenever possible, insure that all members are notified three days in advance of any planned interruptions of service of one hour or more, on any line where said service is interrupted for the purpose of making changes and/or repairs to said line.

### B. INTERRUPTION DUE TO EMERGENCIES OR POWER SUPPLIER INTERRUPTIONS

The preceding notification requirement does not apply to any interruption which may be caused by storms or other causes over which the Cooperative has no control nor will interruption of service caused by the failure of the power supplier be considered as the responsibility of the Cooperative.

### C. MORE THAN ONE MEMBER PER METER

Where more than one member is served from a single meter, that meter shall be billed on non-residential rates; for example, two mobile homes on one meter (2 separate buildings must be commercial rate). However, a separate meter for workshop, garage, pool or tennis court etc., which is essentially an accessory use of the home, is considered residential and will be billed as such. Pumps separately metered for residential purposes only also fall into this category for residential billing.

### D. TWO WIRE SERVICE

The Cooperative shall not provide service to two wire installations, except in special conditions such as small water pumps, etc.

### E. METER LOCATION

The Cooperative will not locate a meter on an inside location. All meter locations shall be spotted by an authorized employee of the Cooperative and shall be spotted so that the service may be provided as near the load center as possible. The Cooperative will determine the location of the service/meter.

### F. MAINTENANCE RESPONSIBILITY

The Cooperative is responsible for the maintenance of its facilities including the meter. The member shall be responsible for maintenance of their portion of the service from the weather-head to the main switch.

### G. WORK DONE ON MEMBER'S ELECTRICAL FACILITIES PROHIBITED

No employee of the Cooperative shall do any house wiring, installation of electric facilities or any other work related to house wiring or installation on the premises of a member of the Cooperative or any other individual unless the employee is instructed by his supervisor to do so and that he is compensated for this work by the Cooperative. This type of work will not be done during off duty hours by an employee.

### H. POINT OF DELIVERY

Under normal situations the meter is the point of jurisdiction between the Cooperative and the member. When a member requests that energy be delivered at a point or in a manner other than that designated by the Cooperative, the member shall pay the additional cost of such service if the Cooperative grants the member's request.

### I. RELOCATION OF COOPERATIVE'S FACILITIES FOR CONVENIENCE OF MEMBER

Any time the Cooperative's facilities located on a member's premises are relocated solely for the convenience of the member, the member shall pay the Cooperative the actual or estimated total cost of making such relocation. The cost shall be itemized by major categories and shall include the Cooperative's normal overheads and be credited with the net value of any salvageable material.

### J. INSPECTION

When a member's premises are located in areas where electrical inspection laws or ordinances are in effect, the Cooperative may withhold furnishing electric service to new installations until it has received evidence that the electrical inspection laws or ordinances have been met. No responsibility shall accrue to the Cooperative because of any waiver of these requirements.

### K. DISCONNECTION OF SERVICE

The Cooperative reserves the right to discontinue the supply of electric service to any member or members without notice for any of the following reasons:

1. Fraudulent representation as to the use of electric service.
2. Disapproval of member's equipment or installation due to defects or hazardous conditions.
3. For repairs or emergency operations.
4. Wherever such action is necessary to protect the Cooperative from fraud or abuse.
5. Upon cancellation of membership.
6. Upon the order of code or a law enforcement officer, as soon as practical.

### L. DISCONNECTION OF SERVICE – FIVE (5) DAYS NOTICE

With notice of five working days, the Cooperative reserves the right to discontinue service for:

1. Non-payment of bill.
2. Entry to its meter or meters is refused or if access thereto is obstructed or hazardous.
3. Rules and regulations of the Cooperative are violated.

### M. TAMPERING WITH METERS & OTHER PROPERTY OF THE COOPERATIVE

The Cooperative may thoroughly investigate any and all complaints or incidents where any person or persons may have tampered with meters and/or other equipment or property of the Cooperative. If the Cooperative determines that such person or persons is a member/consumer (or at the request of a member/consumer or with prior knowledge by a member/consumer) and did tamper with the meter and/or other equipment or property in any manner, service to that member or consumer may be immediately discontinued and the member may be expelled from membership in the Cooperative.

Each member will be responsible for any tampering with, interfering with, or breaking of seals of meters or other equipment of the Cooperative installed on the member's premises.

No one except representatives of the Cooperative shall be allowed to make any internal or external adjustments to any meter or any other piece of apparatus which is the property of the Cooperative.

It shall further be the policy of the Cooperative that the information gathered in the investigation is reviewed by the appropriate SECO personnel. Charges may be brought against said party in order that prosecution may follow. Other persons charged with any offense in destroying or tampering with the property of the Cooperative may also be prosecuted in the same manner. In cases where the incident may be a violation of Federal Law, the United States District Attorney may be notified in order that the evidence may be submitted to a Federal Grand Jury, etc.

#### N. METER INSTALLATION AFTER REGULAR WORKING HOURS

No new meter installations shall be performed after normal working hours, unless extenuating circumstances exist that will justify the additional expense.

#### O. METER BASE

The member is responsible for providing and installing the meter base or can, including the meter socket, for single-phase residential or commercial installations, including multi-position sockets, rated at 320 amps or less. All meter bases installed on the Cooperative's system must be approved by Underwriters Laboratories and pass inspection by the applicable building code agency. The Cooperative will not install a meter in a meter base that cannot be adequately secured and locked or is not compatible with Cooperative service wires/cables and meters.

The Cooperative will provide three-phase meter bases and enclosures for metering electric services that require the use of instrument transformers, but the original installation of this equipment, as well as any removal and replacement for maintenance purposes, is the responsibility of the member.

### 207.5 METER READING AND BILLING

#### A. METER READING

All meters are to be read monthly by meter readers employed by the Cooperative or by remote technology. All electric meters will be read as nearly as possible according to the same reading schedule each month. It shall be the member's responsibility to see that no hazards or obstacles exist to prevent the meter reader from being able to safely read the meter each month.

The Cooperative will, upon request of the member, test any meter suspected of improper registration. There is a \$50.00 fee for each meter test in excess of one per year. Such tests, witnessed by the member if requested, will be conducted using a properly calibrated meter standard. Any meter found registering correctly will be resealed and the date and results of the tests entered on the Cooperative's records. If the meter is found to be registering improperly, outside of established guidelines, appropriate adjustments to the meter will be made and the \$50.00 fee will be refunded.

#### B. BILLING & PAYMENT OF BILLS

All electric accounts shall be billed monthly. Neither rates nor bills shall be discounted.

Bills are due and payable by the date shown on the bill. Bills not paid by the date shown on the bill are subject to a late payment fee of 1.5% of the amount of the bill, with a minimum fee of \$5.00. Bills are payable at locations designated by the Cooperative.

The billing period shall cover usage from the last meter reading date to the normal meter reading date or until receipt of notice from the member to disconnect or upon disconnection by the Cooperative for breach of rules of the Cooperative.

#### C. BILLING FOR SERVICE AVAILABILITY

The member is required to pay the applicable monthly customer charge for electric service as long as service is available. If for any reason other than fire, flood or other natural disaster, service is disconnected and at a later date reconnected at the same location for use by the same member, in addition to the reconnect fee, the member will be billed the applicable monthly customer charge for electric service times the number of months the service has been disconnected, not to exceed twelve (12) months.

### 207.6 COLLECTIONS – DELINQUENT ACCOUNTS

#### A. DEFINITION

A monthly bill is a statement made by the Cooperative, of all charges made by the member, including any applicable taxes required by law, and accrued late payment fees, deposits and other charges.

The bill shall be the first notice. A second and final notice will be mailed if payment is not received by the date shown on the first notice stating that service will be subject to disconnect without further notice if payment is not received by the date shown on the second and final notice.

When electric service has been disconnected due to non-payment of the bill, service will not be reconnected until the bill, plus a reconnect fee and an increased deposit, if required, has been paid. The Reconnect Fee Schedule is as follows:

Request for re-connection between 8:00 A.M. and 5:00 P.M.

(Monday – Friday, excluding holidays) .....\$40.00

Request for re-connection after 5:00 P.M. (Monday – Friday) .....\$100.00

Request for re-connection anytime Saturday, Sunday and holidays .....\$100.00

NOTE: If payment is made after 5:00 p.m., but the member prefers to wait until the next working day for the reconnect, the \$40.00 fee will apply.

The administration of this policy shall be under the direction of the CEO & General Manager or his designee, and he is directed to use discretion if unusual circumstances arise in the administration of this policy that may jeopardize the interests of the members of the Cooperative.

#### B. DISPUTED BILLS

In the event any member disputes the accuracy of any bill received for electrical service, the member must immediately contact the Call Center or a SECO Customer Service Center. The member shall be afforded the opportunity to dispute a current bill and to present any information on his behalf.

### C. COLLECTION ACTIVITIES

SECO reserves the right to require additional deposit funds if the member's account becomes delinquent or at anytime the credit record necessitates. This charge will be made to the member's account and must be paid by the due date of the next bill or service will be disconnected.

If an account is closed, the deposit will be credited toward the final bill and any other unpaid balances for services. If monies are still left, a refund will be made to the customer. In the event that a balance remains unpaid on the account after the deposit is applied, SECO reserves the right to begin collection activities which may include: 30, 60 or 90 day notices; balance transfers; door hanger; referral to the consumer's credit file; referral to a credit information service; referral to a third party collection agency; or legal action.

## 207.7 FEES & DEPOSITS – RESIDENTIAL ACCOUNTS

### A. RESIDENTIAL DEPOSITS GENERAL

1. Deposits are required to be paid prior to the time a connect or change of account order is issued unless other arrangements have been made and approved by SECO Management.
2. Deposits are not transferable from one member to another except with a valid, notarized SECO affidavit.
3. Upon termination of service, the deposit will be applied against any unpaid bills of the member.
4. Any remaining balance will be returned to the member.
5. Members who terminate service and have an unpaid balance that is delinquent by more than 30 days from their final bill date shall forfeit their membership and shall not be entitled to capital credit or any other membership privileges until all outstanding balances are paid in full.

### B. NORMAL FEE AMOUNTS

New applicants for an existing service shall be required to pay a membership fee of \$5.00. If a field trip is required to read a meter or connect - service, a fee of \$40.00 will be charged between 8:00 A.M. – 5:00 P.M. Monday – Friday, excluding holidays and \$100.00 after-hours. Multiple connects for an applicant to be performed on the same day within a radius of five miles will be charged one connect fee.

If the applicant will be utilizing an existing service that has not been disconnected, service may be changed using the last or next regular scheduled meter reading and a \$15.00 change of account fee will be required instead of a \$40.00 connect fee. The membership fee is refundable upon termination of service and full payment of all amounts owed to the Cooperative. The connect or change of account fee is a non-refundable charge.

A \$110.00 connect fee is required for the installation of a meter at a new location that has not had previous service.

### C. RESIDENTIAL DEPOSIT AMOUNT

Sumter Electric Cooperative's deposit policy is designed to assess the credit risk associated with all applications for new or continuing service, while protecting the assets of our membership.

SECO will use available resources and technologies to determine identity and assess credit risk at the point of application, and charge deposits only to those potential members and existing members who pose credit risk.

SECO shall consider the status of the applicant and act according to the following criteria:

1. Applicants who pose no credit risk will be charged no deposit.
2. Applicants who pose a credit risk will be charged a deposit equal to two times the average month's billing for the service address during the twelve (12) preceding occupied months. If the service address is new and has not had service before, a deposit will be required of \$300.00 or \$0.20 per square foot of conditioned space, whichever is greater. For example, a 2,000 sq. ft. structure would require a \$400.00 deposit.
3. Any existing customer who is not current in payment (i.e. disconnected for non-payment, appearing on the cut-off list, having a return check, receiving an extension, tampering with a meter, or engaging in current diversion) may be deemed to have an unsatisfactory payment record and may be required to pay a deposit equal to two times the average monthly consumption during the preceding 12 months to continue service.
4. A customer who has an unpaid bill with another utility shall pay a maximum deposit.
5. A service applicant who provides a social security number that is returned as deceased, non-issued, belonging to a person under the age of eighteen (18), or belonging to a person other than the applicant, or is fraudulent, will be asked to provide a valid social security number as well as additional proof of identity (i.e. valid drivers license, Social Security Card, etc.)
6. Applicants who refuse to provide their social security number pose a greater credit risk and shall be charged the maximum deposit.
7. All residential deposits may be adjusted upward or downward to reflect the actual energy usage, billing experience and the payment habits of the customer.

The deposit is refundable upon termination of service and full payment of all amounts owed to the Cooperative. Deposits may also be refunded upon the establishment of good payment history as defined in Section 207.7 (K).

### D. LATE PAYMENT FEE

A member may be assessed a late charge for payments not received by the date shown on the bill in an amount of 1.5 % per month on the outstanding principal balance, but not less than \$5.00. For purposes of this late fee determination, the last day for payment shall exclude Saturday, Sunday or a legal holiday.

#### E. DEPOSIT REQUIRED AFTER AN ACCOUNT BECOMES DELINQUENT

Any existing account that becomes delinquent (i.e. disconnected for non-payment, appearing on the cut-off list, having a return check, receiving an extension, tampering with a meter, or engaging in current diversion), may be deemed to have an unsatisfactory payment record and may require a new or additional deposit equal to two times the average monthly consumption during the preceding twelve (12) months to continue service.

In addition, if a member has been sent written notice which states that an increased deposit has been assessed, this additional deposit amount is due and payable with that bill. Failure to pay the additional deposit and the due bill may result in immediate termination of service.

#### F. DEPOSIT EXCEPTION FOR MULTIPLE RESIDENTIAL ACCOUNTS

A member, who is presently receiving electric service from the Cooperative and has been current in his payments for such service for twelve (12) months and has established a satisfactory credit history may apply for additional service without the necessity of making a security deposit for such additional service unless in the judgment of appropriate SECO personnel a deposit is required to reasonably protect the Cooperative against financial loss.

#### G. MAXIMUM DEPOSIT

In all of the preceding cases, the security deposit may be increased to protect the financial interest of the Cooperative if deemed necessary by appropriate SECO personnel. The amount should be such that it will protect the Cooperative against financial loss but should in no cases exceed twice the average monthly billing for electric energy.

#### H. RECONNECT FEE FOR EXISTING MEMBER'S INACTIVE ACCOUNT

If a member, who is current in his payments to the Cooperative, requests that his service be reconnected at a later time for either electric service or lighting service, a reconnect charge of \$40.00 shall be paid during regular working hours (8:00 A.M. – 5:00 P.M.) excluding holidays and \$100.00 outside those hours. Multiple reconnects for an applicant to be performed on the same day within a radius of five miles will be charged one reconnect fee. If such member shall have been current in the payment of his electric account for the preceding twelve months, then and in such event the security deposit shall be in the same amount as before the voluntary disconnection.

#### I. SECURITY DEPOSIT IS NOT ADVANCE PAYMENT OF ELECTRIC BILL

Security deposits shall not be deemed as an advance payment of electric bills and are not to be applied to members' accounts until service is discontinued. Where security deposits are required, connection or re-connection can be refused unless such security deposits are made in an amount as shall reasonably protect the Cooperative against loss considering the usage requirements of the service rendered. If an account is closed, the deposit will be credited toward the final bill and any other outstanding balances with the Cooperative of the member. In the event that a balance remains on the account, SECO will begin collection activities (see Delinquent Accounts/ Collection Activities - 207.6 (C)).

#### J. "CURRENT IN PAYMENT" DEFINITION

For the purposes of this policy, a member shall be considered "current in his payment" if his electric account does not appear on the cut-off list, if he has not been disconnected for non-payment, if he has not received an extension, if there has been no return checks, meter tampering or current diversion.

#### K. REFUND/WAIVER OF DEPOSITS TO MEMBERS WITH ESTABLISHED CREDIT HISTORY

Residential members may establish credit and receive a refund/waiver of their deposits by one of the following methods:

1. Once a member has maintained an active account with SECO for a period of twenty-four (24) months, with an established good payment history for twelve (12) consecutive months, the member may receive a refund of their deposits, upon request and verification through a credit reporting service. For deposit refund purposes, "good payment history" shall mean that during the past twelve (12) months the member has had no delinquent notices; no disconnects for non-payment; no dishonored checks; no incidents of meter tampering or current diversion; and no payment extensions.
2. Members who have established a good payment history (satisfactory credit history), that may be verified through a credit reporting service selected by SECO may be eligible for waiver of their deposits.

Accounts that indicate substantial credit risk are not eligible for a deposit refund until their service is terminated or they no longer pose a substantial credit risk.

#### L. BANKRUPTCIES

The applicant who has declared bankruptcy indicates substantial credit risk and may require a maximum deposit of the individual who has a bankruptcy returned as part of their credit record.

#### M. UNPAID UTILITY BILLS

Any applicant, who has a bill from another utility that remains unpaid, and is returned as part of the credit check, indicates significant credit risk and shall require a maximum deposit.

#### N. ADVERSE ACTION LETTER

An adverse action letter will be printed and provided to each applicant who is denied service, or charged a deposit. The Federal Trade Commission (FTC) and the Fair Credit Reporting Act (FCRA) mandate that a consumer who is charged a deposit based upon credit information be given notification as to where that information was obtained and detailed procedures as to how they might dispute the information.

It is clearly adverse action to charge a higher deposit to applicants whose credit history indicates enough credit risk to warrant a deposit. Credit check matches for unpaid utility bills are also considered adverse action.

#### O. LETTERS OF CREDIT

SECO will not accept a Letter of Credit in lieu of credit screening. SECO will base

deposit decisions on credit evaluations and not Letters of Credit from another utility. Exceptions may be made for non-residents of the U.S. and for residents of U.S. states that do not lend themselves to credit reporting.

## 207.8 FEES & DEPOSITS – NON-RESIDENTIAL ACCOUNTS

The Cooperative shall require a security deposit sufficient to reasonably protect the Cooperative against financial loss in the sale of electricity to its non-residential account members subject to the following provisions:

### A. NON-RESIDENTIAL DEPOSITS GENERAL

1. Deposits are required to be paid prior to the time a connect or change of account order is issued unless other arrangements have been made and approved by SECO Management.
2. Deposits are not transferable from one member to another except with a valid, notarized SECO affidavit.
3. Government entities, city, county, state, or federal institutions will be exempt from deposits, (i.e. schools, office buildings, prisons, utilities, etc.)
4. Upon termination of service, the deposit will be applied against any unpaid bills of the member.
5. Any remaining balance will be returned to the member.
6. Members who terminate service and have an unpaid balance that is delinquent by more than 30 days from their final bill date shall forfeit their membership and shall not be entitled to capital credits or any other membership privileges until all outstanding balances are paid in full.

### B. NORMAL FEE AMOUNTS

New applicants for an existing service shall be required to pay a membership fee of \$5.00. If a field trip is required to read a meter or connect a service, a fee of \$40.00 will be charged between 8:00 A.M. – 5:00 P.M. Monday – Friday, excluding holidays and \$100.00 after-hours. Multiple connects for an applicant to be performed on the same day within a radius of five miles will be charged one connect fee.

If the applicant will be utilizing an existing service that has not been disconnected, service may be changed using the last or next regular scheduled meter reading and a \$15.00 change of account fee will be required instead of a \$40.00 connect fee. The membership fee is refundable upon termination of service and full payment of all amounts owed to the Cooperative. The connect or change of account fee is a non-refundable charge.

A \$110 connect fee is required for the installation of a meter at a new location that has not previously had service.

### C. NON-RESIDENTIAL DEPOSITS AMOUNTS

SECO will use available resources and technologies to determine identity and assess credit risk at the point of application. Security deposits are required for all new non-

residential services and are due prior to applicant receiving service unless other arrangements have been made and approved by SECO Management.

Established SECO members with a good credit history making application for existing service will be required to pay a deposit for said service but will not be subject to re-depositing of all their accounts.

Established SECO members with a poor credit history making application for an existing service will be required to pay a deposit for said service and may be subject to an increased deposit equal to two months average billing for all accounts.

SECO shall consider the status of the applicant and act according to the following criteria:

1. The deposit amount will be an amount equal to two times the average billing for the service location during the preceding twelve (12) months of normal use. If the service address is new and has not had service before, the deposit will be an amount equal to two months estimated usage based on an estimated load factor for that type of account.
2. An applicant who provides a social security number that is returned as deceased, non-issued, belonging to a person under the age of eighteen (18), or belonging to a person other than the applicant, or is fraudulent, will be asked to provide a valid social security number as well as additional proof of identity (i.e. valid driver's license, Social Security Card, etc. Applicants who refuse to provide their social security number, if applicable, pose a greater credit risk and shall be charged the maximum deposit.
3. Applicants providing a federal identification number, in lieu of a social security number, will be asked to provide proof of identity if they are representing the company for which service is being established and information will be noted accordingly in the Customer Information System.
4. All non-residential deposits may be adjusted upward or downward to reflect the actual energy usage, billing experience and the payment habits of the customer.

### D. LATE PAYMENT FEES

A member may be assessed a late charge for payments not received by the date shown on the bill in an amount of 1.5% per month on the outstanding principal balance, but not less than \$5.00. For purposes of this late fee determination, the last day for payment shall exclude Saturday, Sunday or a legal holiday.

### E. DEPOSIT REQUIRED AFTER AN ACCOUNT BECOMES DELINQUENT

Any existing account that becomes delinquent (i.e. disconnected for non-payment, appearing on the cut-off list, having a return check, receiving an extension, tampering with a meter, or engaging in current diversion), may be deemed to have an unsatisfactory payment record and may require a new or additional deposit equal to two times the average monthly consumption during the preceding twelve (12) months to continue service.

In addition, if a member has been sent written notice which states that an increased deposit has been assessed, this additional deposit amount is due and payable with that bill. Failure to pay the additional deposit and the due bill may result in immediate termination of service.

#### F. IN LIEU OF DEPOSIT

An Irrevocable Letter of Credit or Surety Bond may be accepted in lieu of a deposit of \$1,000.00 or more.

#### G. BANKRUPTCIES

The applicant who has declared bankruptcy indicates substantial credit risk and may require a maximum deposit of the individual or company who or which has a bankruptcy returned as part of their credit record.

#### H. UNPAID UTILITY BILLS

Any applicant, who or which has a bill from another utility that remains unpaid, and is returned as part of the credit check, indicates significant credit risk and shall require a maximum deposit.

#### I. ADVERSE ACTION LETTERS

An adverse action letter will be printed and provided to each applicant who is denied service. The Federal Trade Commission (FTC) and the Fair Credit Reporting Act (FCRA) mandate that a consumer who is charged a deposit based upon credit information be given notification as to where that information was obtained and detailed procedures as to how they might dispute the information.

### 207.9 RETURNED/REJECTED PAYMENTS

If a member pays his energy bill or other obligation owed to the Cooperative with a check, bank draft, credit or debit card, electronic funds transfer, or any other item that is subsequently returned to the Cooperative unpaid, the Cooperative may charge said payment back to the member's account, plus a service charge not to exceed amounts set forth in Florida statutes. The Cooperative will give notice to the member that the item was returned, including the amount charged back plus any service charge and any other requirements to ensure continuous service.

### III. RESPONSIBILITY

It is the responsibility of the management and employees to communicate, support and ensure compliance with this policy, and to inform the members that they are responsible for their own compliance with this policy.

# *Service is our number one priority!*

## SERVICES AVAILABLE TO MEMBERS

We are committed to serving you by delivering the very best service we can, and by insuring that each SECO employee is giving you his or her best effort. If you have a problem with your electric service, or any questions about any of the services offered, please call your local office and ask or visit us at [www.secoenergy.com](http://www.secoenergy.com). We have developed several special programs to help meet individual needs. We are here to help.

*Local/Onsite Call Center*

*Online Storm Center*

*Online Bill Payments*

*Surge Protection*

*Third Party Notification*

*Angel Fund/Pennies from Heaven*

*Energy Conservation Information*

*Residential & Commercial Energy Audits*

*Service 365/24/7*

*Personal Service*

*Bank Draft*

*Outdoor Lighting*

*Gatekeeper Program*

*Youth Scholarships*

*Speakers' Bureau*

## STATEMENT OF NON-DISCRIMINATION

Sumter Electric Cooperative, Inc., is a recipient of Federal financial assistance from the Rural Utilities Service, an agency of the U.S. Department of Agriculture, and is subject to the provisions of Title IV of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended; and, in accordance with Federal law and the U.S. Department of Agriculture's policy, this institution is prohibited from discriminating on the basis of age, race, color, religion, gender, national origin, disability or veteran status. (Not all prohibited bases apply to all programs).

The person responsible for coordinating this organization's non-discrimination compliance efforts is the Director of Human Resources & Corporate Services. 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 from, and/or file a written complaint of discrimination with this organization; or with the 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. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.

# Available to Serve You

All calls are directed through our Call Center where personnel can provide the service you need, or redirect your call to any local office.



## Customer Service Centers

293 South US Highway 301  
Sumterville, FL 33585-0301

610 South US Highway 41  
Inverness, FL 34450-6030

4872 SW 60th Avenue  
Ocala, FL 34474-4316

50 West Ardice Avenue  
Eustis, FL 32726-6243

850 North Howey Road  
Groveland, FL 34736-2234

## Call Center

Citrus County..... 352-726-3944

Hernando County .....352-521-5788

Lake County..... 352-357-5600  
352-429-2195

Levy County..... 352-528-3644

Marion County..... 352-237-4107  
352-489-4390

Pasco County..... 352-521-5788

Sumter County ..... 352-793-3801

The Villages..... 352-357-5600  
(exchanges 205, 259, 430, 750, 751, 753)

### Outage Calls Only

All Locations.....1-800-SECO-141  
1-800-732-6141

## Corporate Offices

330 South US Highway 301  
Sumterville, FL 33585-0301

Mail Correspondence to:  
SUMTER ELECTRIC COOPERATIVE, INC.

Post Office Box 301  
Sumterville, FL 33585-0301

Locate us on the Web at:  
[www.secoenergy.com](http://www.secoenergy.com)