

**Tariff and Business Rules**  
**For Electric Service Provided by**  
**Pedernales Electric Cooperative, Inc.**

**201 South Avenue F  
P.O. Box 1  
Johnson City, Texas 78636-0001**

Adopted 6-15-09; Amended 8-16-10; 9-20-10; 12-20-10; 4-18-11; 9-19-11; 5-21-12; 3-18-13; 4-15-13; 5-20-13; 8-19-13; 1-21-14; 3-17-14; 4-21-14; 9-30-14; 1-20-15; 7-21-15; 9-14-15; 9-21-15; 10-20-15; 1-19-16; 2-22-16; 4-18-16; 5-16-16; 6-18-16; 7-18-16; 10-17-16; 12-19-16; 2-20-17; 3-20-17; 4-17-17; 5-15-17, 8-21-17, 12-18-17, 03-19-18, 08-20-18; 11-19-18, 12-17-18, 01-18-19, 5-17-19

If the Member has an outstanding balance due from another account in the same Member class, then the Cooperative may transfer that balance to the Member's current account. Notwithstanding the foregoing, if the Member has an outstanding balance due from an account in a different Member class that is a sole proprietorship, then the Cooperative may transfer that balance to the Member's current account. The delinquent balance and specific account will be identified as such on the bill.

Any governmental entity asserting eligibility to be billed under Texas Government Code Chapter 2251 may file a written notice asserting their eligibility, and the Cooperative will determine whether the entity is subject to that statute. Bills to all non-residential accounts other than state agencies or other governmental entities that the Cooperative has approved as being subject to Texas Government Code Chapter 2251, commercial accounts may be assessed a Late Payment Processing Fee of \$20.00 or 6% of the unpaid balance, whichever is greater, if not paid by the due date. All bills rendered to state agencies or other governmental entities that the Cooperative has approved as being subject to Texas Government Code Chapter 2251, shall be in accordance with that statute. Bills will be calculated under the appropriate rate schedule. If the Cooperative finds that an account is being billed incorrectly, the account will be corrected immediately for future billings and the Member will be notified.

The Cooperative will maintain monthly billing records for each account for at least three years after the date the bill is mailed. The billing records will contain sufficient data to reconstruct a Member's billing for a given month. Copies of a Member's billing records may be obtained by that Member on request.

## 200.15 Payment

All bills for electric service are payable via any of the payment options offered by the Cooperative. The Cooperative may discontinue service to members who fail to pay for service within seven days from the date of the delinquent notice. Members may make arrangements with the Cooperative for payment of delinquent accounts so that they will not be disconnected for non-payment. If the Cooperative dispatches a service representative to collect a delinquent bill, a \$75.00 **Collection Fee** will be included in the collection amount. Failure to pay ~~a service representative~~ the full amount owed at the time may result in immediate disconnection of service. If the Member's service is disconnected, a reconnection will not be made until the account is paid in full and a reconnection fee together with a deposit is paid and when applicable a same day service fee. Under no circumstances will the Cooperative be liable for losses incurred resulting from the disconnection of service due to a Member's failure to pay for electrical service or any other reason for disconnection required by the Cooperative's policies.

## 200.16 Payment Options

### 200.16.1 Pre-paid Payment Option

The Pre-paid Payment Option allows Members to deduct the costs for electric service from a credit on the account placed in advance of usage. Members enrolled in the Pre-paid Payment Option agree to an automatic service disconnection when their account reaches a zero balance.

#### Applicability

The Pre-paid Payment Option is available to Members enrolled in Residential and Farm/Ranch with Remote Connect/Disconnect enabled meters. The Pre-paid Payment Option may not be combined with a Deferred Payment Arrangement or any other payment plans. Members enrolled in Time of Use, Interconnects, and Cooperative Solar rates are ineligible for the Pre-paid Payment Option. Additionally, Members with three-phase service, participating in the Advanced Metering Opt Out Program, or listed on the medical necessity program are ineligible for enrollment.

Members with an outstanding account balance must bring their balance to zero or agree to an arrangement for payment of the outstanding balance prior to enrollment in the Pre-paid Payment Option. If the Member enters into an arrangement for payment, PEC will apply 50% of every payment to the outstanding balance and 50% to the pre-paid account balance until the outstanding balance is paid in full. Once enrolled in the Pre-paid Payment Option, Members may not enter into a subsequent arrangement for payment of an outstanding account balance.

5. Will allow the Cooperative to disconnect service if the Member does not fulfill the terms of the deferred payment plan, and will state the terms for disconnection;
6. Will be provided to the Member;
7. Should allow either the Member or the Cooperative to initiate a renegotiation of the deferred payment plan if the Member's circumstances change substantially during the time of the deferred payment plan; and
8. Should be limited to one deferred agreement per year.

#### **200.16.3 Fixed Payment Plan**

This plan allows a Member to pay a fixed amount per month based on twelve months total billings divided by 366 days. A true-up and recalculation will be required no more than every 12 months. Upon such true-up and recalculation, any overpayments or underpayments shall either be credited or debited from the account as applicable. The amount of any underpayment will be added to the amounts due. The amount of any overpayment will be deducted from any amounts owed. This plan is applicable to the Residential and Farm/Ranch and Water Well rates only. Members may enroll anytime with participation beginning with the first bill rendered after enrollment. The plan may be cancelled by either the Member or the Cooperative upon notification to the other party. Upon cancellation the accumulated balance of the Member's account shall become due and payable. The Cooperative may decline to offer the Fixed Payment Plan if, in the Cooperative's judgment, the Member is lacking sufficient credit or satisfactory history to warrant payment plans or if the Member has failed to provide complete, accurate and verifiable identification information when requested by the Cooperative.

#### **200.16.4 Average Payment Plan**

Under this plan, the Member's monthly payment is the rolling 12 months average. This plan is applicable to the Residential and Farm/Ranch and Water Well rates only. Members may enroll anytime with participation beginning with the first bill rendered after enrollment. The plan may be cancelled by either the Member or the Cooperative upon notification to the other party. Upon cancellation the accumulated balance of the Member's account shall become due and payable. The Cooperative may decline to offer the Average Payment Plan if, in the Cooperative's judgment, the Member is lacking sufficient credit or satisfactory history to warrant payment plans or if the Member has failed to provide complete, accurate and verifiable identification information when requested by the Cooperative.

#### **200.16.5 Credit Card Payment Plan**

The credit card payment plan allows ~~residential~~ members to ~~pay their utility bills with an accepted credit card using one of the following options:~~

- ~~1. To pay automatically, a Member can make arrangements by contacting a Cooperative representative and requesting a payment plan be set up, or~~
- ~~2. To pay as needed, a Member can contact a Cooperative representative and initiate the payment transaction. The Member will need to indicate the amount of the payment and provide necessary credit card information and authorization. authorize the Cooperative and its payment processing service to process a payment through their payment card monthly. The amount processed will be for-up to the full balance due each month and will be processed automatically on the bill due date.~~

#### **200.16.6 Bank Draft Payment Plan**

The bank draft payment plan allows members to authorize the Cooperative to draft their checking accounts monthly. The amount drafted will be ~~for:~~

- ~~a. the current bill due; or~~
- ~~b. the payment due as agreed on the Deferred Agreement.~~

~~The Member's checking account up to the full balance due each month and~~ will be drafted automatically on the bill due date ~~or on the due date of the Deferred Agreement contract.~~

#### **200.17 Under-billing and Overbilling**