PEDERNALES ELECTRIC COOPERATIVE

Board of Directors Agenda - Final

01/20/2023 | 9:00 AM | PEC Headquarters Auditorium

201 S. Ave F, Johnson City, TX 78636

Open Session of this Regular Meeting will be held in the PEC Auditorium and will be recorded in accordance with Board Meetings Policy. Members are able to watch this meeting by livestream from the PEC website at https://pec.legistar.com/Calendar.aspx.

Call to Order and Roll Call

9:00 AM Meeting called to order on January 20, 2023 at PEC Headquarters Auditorium, 201 South Avenue F, Johnson City, TX.

The following agenda items may be considered in a different order than they appear.

Adoption of Agenda

Consent Items

1. 2023-001 **Friday, December 16, 2022 - Regular Meeting Minutes**

Attachments: 2022-12-16 OS Meeting Minutes draft v3

Cooperative Monthly Reports

2. 2023-002 **Cooperative Update - J Parsley**

Attachments: 2023-002 CEO Update Jan - DRAFT

3. 2023-003 **Cooperative Financial Update - R Kruger**

4. 2023-004 **Cooperative Operations Update - E Dauterive**

Attachments: Operations Report 2023-004 Final

Member Comments (3 minute limitation or as otherwise directed by Board)

5. 2023-005 **Member Comments**

Attachments: Decorum Policy

Action Items / Other Items

6. 2023-006 **Resolution - Approval to Amend Tariff and Business Rules - Industrial Rate - N Mack | D Thompson**

Attachments: PPT - Approval to Amend Tariff and Business Rules - Industrial Rate - 2023-006-FINAL
Tariff language Clean - Tariff and Business Rules_Industrial Rate Update - 2023-006-FINAL
Tariff language Redline - Tariff and Business Rules_Industrial Rate Update - 2023-006-FINAL

7. 2023-007 **Resolution - Approval to Amend Tariff and Business Rules - Annual Interconnect Rate Update - N Mack | D Thompson**

Attachments: PPT - Approval to Amend Tariff and Business Rules - Annual Interconnect Rate Update - 2023-007-FINAL
Tariff Language Clean - Tariff and Business Rules - Annual Interconnect Rate Update - 2023-007-FINAL
Tariff Language Redline - Tariff and Business Rules - Annual Interconnect Rate Update - 2023-007-FINAL

8. 2023-008 **Resolution - Approval to Amend Tariff and Business Rules - Dual Feed Rider - N Mack | D Thompson**

Attachments: PPT - Approval to Amend Tariff and Business Rules - Dual Feed Rider - 2023-008-FINAL
Tariff language Clean - Tariff and Business Rules_Dual Feed Rider - 2023-008-FINAL
Tariff language Redline - Tariff and Business Rules_Dual Feed Rider - 2023-008-FINAL

9. 2023-009 **Resolution - Approval of 2023 Key Performance Indicators Plan Methodology - E Dauterive**

Attachments: 2023 KPI Plan Revisions Presentation
2023 KPI Plan FINAL

10. 2023-010 **Resolution - Approval of Construction Contract for Hero Way Substation - J Treviño**

11. 2023-012 **Resolution - Approval of 2023 NRECA Annual Membership Dues - J Parsley**

Attachments: NRECA Distribution Membership Dues Invoice for 2023

12. 2023-013 **Resolution - Approval of TEC 2023 Annual Membership Dues - J Parsley**

Attachments: TEC Membership Dues Invoice for 2023

13. 2023-014 **Draft Resolution - Approval of 2023 NRECA Annual Meeting Voting Delegates, 2023 CFC District Voting Delegates, and 2023 NRTC Voting Delegates - M Ekrut**

14. 2023-015 **Draft Resolution - Approval for Directing the General Counsel to Prepare 2023 Proposed Non-Director Election Ballot Item(s) - D Ballard**

15. 2023-016 **Draft Resolution - Approval of Appointments to 2023 Qualifications and Elections Committee - D Ballard**

16. 2023-017 **2023 Election Timeline Update - D Ballard (Written Report in Materials)**

Attachments: 2023 Election Timeline FINAL BOD Approved 121622_2023-017

Proposed Future Items / Meetings (subject to final posting)

17. 2023-018 **List of Board Approved Future Meetings**

Attachments: 2023 Board Meeting Calendar

18. 2023-019 **Board Planning Calendar (Written Report in Materials)**

Attachments: 3 Month Outlook Calendar
PEC Annual Board Planning Calendar

Recess to Executive Session

Executive Session - Legal Matters

19. 2023-020 **Matters in Which the Board Seeks the Advice of Its Attorney as Privileged Communications in the Rendition of Professional Legal Services**

20. 2023-021 **Litigation and Related Legal Matters - D Ballard**

21. 2023-031 **Legislative Update - J Urban**

22. 2023-022 **Resolution - Approval of Authorization for Initiation, Settlement, or Disposition of Litigation Matter(s) - D Ballard**

Executive Session - Contract and Competitive Matters

23. 2023-030 **Discussion of Power Supply Contractual Resources - D Thompson**

24. 2023-023 **Markets Monthly Report - D Thompson**

25. 2023-024 **Transmission Operations and Control Center Update - C Moos/J Warren/J Treviño**

Executive Session - Real Estate Matters

26. 2023-025 **Resolution(s) - Approval of Real Property Acquisitions or Real Property Dispositions - E Dauterive/C Moos**

27. 2023-026 **Resolution(s) - Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions - E Dauterive/C Moos**

Executive Session - Safety and Security Matters

28. 2023-027 **Safety and Security Matters**

Executive Session - Personnel Matters

29. 2023-028 **Personnel Matters**

30. 2023-032 **Review of 2023 CEO Action Items - J Parsley**

Reconvene to Open Session

Items from Executive Session

Adjournment

Pedernales Electric Cooperative

PO Box 1
Johnson City, TX 78636

File #: 2023-001, **Version:** 1

Friday, December 16, 2022 - Regular Meeting Minutes

Pedernales Electric Cooperative

PO Box 1
Johnson City, TX 78636

Meeting Minutes - Draft

Board of Directors

Friday, December 16, 2022 | **9:00 AM** | **PEC Headquarters Auditorium**

201 S. Ave F, Johnson City, TX 78636

Open Session of this Regular Meeting will be held in the PEC Auditorium and will be recorded in accordance with Board Meetings Policy. Members are able to watch this meeting by livestream from the PEC website at https://pec.legistar.com/Calendar.aspx.

Call to Order and Roll Call

Director Paul Graf attended the meeting by telephone.

Present: 7 - Vice President Milton Rister, Director Emily Pataki, President Mark Ekrut, Director Travis Cox, Director James Oakley, Secretary/Treasurer Paul Graf, and Director Amy Akers

Adoption of Agenda

The agenda was adopted as posted and without objection.

Consent Items

Without objection the items listed under Consent Items were approved by general consent.

1. 2022-393 **Friday, November 18, 2022 - Regular Meeting Minutes**

Attachments: 2022-11-18 OS Meeting Minutes

Cooperative Monthly Reports

2. 2022-396 **Cooperative Update - J Parsley**

Attachments: 2022-396 CEO 2022 Year in Review-FINAL

Ms. Julie Parsley, Chief Executive Officer (CEO) provided the 2022 year in review, which included the following matters: unprecedented growth across the service territory; executing plans benefiting our growing membership; a member growth study for future planning with on-going trend updates forecasted through the next 20 years; training the next generation of line workers; implemented a new utilities international platform; automated accounts payable process; Fitch Ratings affirmed PEC's AA- rating and revised outlook to stable; deployed the SMS texting program for members and employees providing emergency notifications and outage reporting; launched new online application; implemented successful paperless and auto-pay campaigns; giving back to

communities, Cooperative awards and successes; and results of Team PEC participation at the International Lineman's Rodeo competition.

3. 2022-397 **Cooperative Financial Update - R Kruger**

Attachments: CFO Update -2022-397-Final

Financial Statements-2022-397-Final

Mr. Randy Kruger, Chief Financial Officer (CFO), provided the November financial report. Additional details of the financial report may be found in the attached documents. Mr. Kruger discussed gas storage, forward natural gas prices, forward power prices, market heat rates, the impact within Texas relating to the ERCOT utility scale battery capacity additions in 2022, the impact of inflation and commodity costs, and interest rates.

4. 2022-398 **Cooperative Operations Update - E Dauterive**

Attachments: Operations Report 2022-398 final

Mr. Eddie Dauterive, Chief Operations Officer (COO), discussed safety and technical training, system growth, reliability, and an Emergency Operations Plan (EOP) winter storm drill, which all departments participated.

Member Comments (3 minute limitation or as otherwise directed by Board)

5. 2022-399 **Member Comments**

Attachments: Decorum Policy

There were no members wanting to address the Board.

Action Items / Other Items

6. 2022-363 **Resolution - Approval of 2023 Rate Plan - N Mack/D Thompson**

Body: **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF PEDERNALES ELECTRIC COOPERATIVE, INC.** that the Cooperative approves the 2023 Rate Plan that was presented to and discussed by the Board this day, with such changes thereto, if any, as were discussed and approved by the Board; and

BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE, that the Chief Executive Officer, or designee, is hereby authorized to take such other actions necessary to implement this resolution.

Attachments: PPT - Approval of 2023 Rate Plan - 2022-363-FINAL

2023 Rate Plan

Pursuant to the Cooperative's Rate Policy, the Rate Plan will be presented to the Board annually and will be consistent and in alignment with the annual budget cycle. The Rates Committee presents the 2023 Rate Plan ("Plan") for Board consideration and approval. The Plan presents a roadmap to meet the Cooperative's rate objectives in alignment with the Cooperative's mission to

provide safe, reliable, and low-cost energy for our members. All recommendations from the 2023 Rate Plan that affect the Cooperative's Tariff and Business Rules will be brought before the Board of Directors as amendments to the Tariff and Business Rules for consideration.

Ms. Natalia Mack, Rates Manager, presented the resolution and asked the Board for approval.

A motion was made by Director Cox, seconded by Director Akers, that this item be approved. The motion carried by the following vote:

Yes: 7 - Rister, Pataki, Ekrut, Cox, Oakley, Graf, and Akers

7. 2022-400 **Resolution - Approval of Capital Credits Distribution and Payments during Calendar Year 2023 - J Smith**

Body: **NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE,** that the Board of Directors after its review, discussion and evaluation of the Capital Credits Policy and the financial state of the Cooperative and fairness to its members and former members, with input from the Cooperative's Chief Financial Officer, has determined that capital credit retirements as described herein will not result in any adverse impact to the Cooperative;

BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE that the Cooperative distribute and pay out General Capital Credit Retirements and Special Capital Credits Retirements in an amount not to exceed $6,200,000 on or prior to January 31, 2023 as described herein to its eligible members as credits on electric bills, and to any former members or deceased estates who are entitled to a distribution of at least $10.00 by check.

BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE, that the Chief Financial Officer of the Cooperative, or any person designated by the CFO for such purpose, is authorized as a duly authorized officer or agent of the Cooperative, for and in the name and on behalf of the Cooperative, to take actions necessary or appropriate in the best interests of the Cooperative to implement these resolutions.

Capital Credits Distribution and Payments
The Cooperative's Capital Credits Policy outlines the process for both General Capital Credits Retirements and Special Capital Credits Retirements including the payment of capital credits to members, former members and deceased members' estates, and permits the discounting of capital credits.

This is an annual review and discussion of the Capital Credits distribution and payment by the Board of Directors. Pursuant to its Policy, the Cooperative will retire capital credits in a manner that permits the Cooperative to comply with all applicable laws, all restrictions imposed by its debt financing covenants, the Cooperative Articles of Incorporation and Bylaws, is fair to the Cooperative's members and former members, and is reasonable to maintain a healthy financial state.

The Policy also requires the Cooperative to implement its retirement strategy with certain principles considering retirements to deceased estates, special retirements, and distributions and payments to the oldest outstanding year(s)

for which allocations have been made and distributions and payments to the most recent year(s) with discounting for which allocations have been made.

The Board may consider General Capital Credits Retirements (distribution and payments) and Special Capital Credits Retirements under the Policy in an amount not to exceed $6,200,000.

The Retirements (distribution and payment) of capital credits in an aggregate amount not to exceed $6,200,000 would consist of approximately 18% to the oldest outstanding year(s) with discounting and approximately 79% to the most recent year(s) with discounting as General Capital Credit Retirements; and approximately 3% of such amount towards deceased members' estates through Special Capital Credits Retirements. The Retirements would consist of credits on electric bills for its current members, and to any former members and deceased members' estates who are entitled to at least $10.00 by check in 2023.

Ms. Janelle Smith, Financial Planning and Analysis Manager, presented the resolution and asked the Board for approval.

A motion was made by Director Akers, seconded by Director Pataki, that this item be approved. The motion carried by the following vote:

Yes: 7 - Rister, Pataki, Ekrut, Cox, Oakley, Graf, and Akers

8. 2022-401 **Resolution - Approval of Construction Contract for Junction Substation Upgrade - J Treviño**

Body: **BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE**, that the Cooperative approve an agreement with AEP Texas, Inc.; and

BE IT FURTHER RESOLVED, that the Chief Executive Officer or designee is authorized to take all such actions as needed to implement this resolution.

Construction Contract
As part of PEC's Junction Substation upgrade project and establishing a new point of interconnection, PEC will enter into a facilities development agreement with AEP Texas, Inc.

Mr. Jose Treviño, Vice President of Engineering, presented the resolution and asked the Board for approval.

A motion was made by Director Cox, seconded by Director Oakley, that this item be approved. The motion carried by the following vote:

Yes: 7 - Rister, Pataki, Ekrut, Cox, Oakley, Graf, and Akers

9. 2022-402 **Resolution - Approval of Filing of Application as to its Certificate of Convenience and Necessity (CCN) with Public Utility Commission of Texas for Service Territory Boundary Exception - Llano County - A Hagen/C Powell**

Body: **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE**, that the Cooperative file an appropriate application for a service area exception with the Public Utility Commission of Texas as discussed in Executive Session; and

BE IT FURTHER RESOLVED, that the Chief Executive Officer or designee is hereby authorized to take such actions as needed to implement this resolution.

Service Territory Boundary Exception
Pursuant to Chapter 37 of the Texas Utilities Code, the Public Utility Commission of Texas ("PUC") requires a certificate of convenience and necessity ("CCN") for an electric cooperative (and other utilities) to serve the public in its service territory. For an electric cooperative to provide service to a consuming facility outside of its territory, an application for a service area exception must be filed with and approved by the PUC. Applications for service are submitted by prospective members and agreed to by the CCN holder where the service will be provided and by the entity that will be providing service.

Mr. Christian Powell, Vice President, Compliance and Regulatory, presented the resolution and asked the Board for approval.

A motion was made by Vice President Rister, seconded by Director Akers, that this item be approved. The motion carried by the following vote:

Yes: 7 - Rister, Pataki, Ekrut, Cox, Oakley, Graf, and Akers

10. 2022-403 **Resolution - Approval of 2023 Election Timeline - D Ballard**

Body: **BE IT RESOLVED BY THE BOARD OF DIRECTORS** that pursuant to Section 3.2 of the Election Procedures of Pedernales Electric Cooperative, Inc., the Election Timeline, in the form presented to the Board, with such changes approved by the Board, is adopted as the 2023 Election Timeline for the election to be held before the 2023 Annual Membership Meeting.

BE IT FURTHER RESOLVED that the General Counsel, or designee, is hereby authorized to take all such action as may be necessary to implement this resolution.

Attachments: 2023 Election Timeline - 2022-403 - Draft v1a

Election Timeline and Comms Plan - 2022-403 2022-404

Election Timeline
Section 3.2 of the Election Procedures provides that the Board will consider, amend (if desired), and approve an Election Timeline at least 5 months prior to each Annual Membership Meeting. The timeline sets out the key dates relative to the election to be held before the Annual Membership Meeting. The Board may now review and approve the 2023 Election Timeline.

Mr. Michael Butler, Corporate Counsel, presented the resolution and asked the Board for approval.

A motion was made by Director Oakley, seconded by Director Cox, that this item be approved. The motion carried by the following vote:

Yes: 7 - Rister, Pataki, Ekrut, Cox, Oakley, Graf, and Akers

11. 2022-404 **Resolution - Approval of 2023 Election Communications Plan - R Verette**

Body: **BE IT RESOLVED BY THE BOARD OF DIRECTORS** that pursuant to Section 7.3 of the Election Policy and Procedures of Pedernales Electric

Cooperative, Inc., the 2023 Election Communications Plan presented, or as modified by the Board this day, is approved; and

BE IT FURTHER RESOLVED that the Chief Executive Officer, or designee, is authorized to take all such action as may be necessary to implement this resolution.

Attachments: 2023 Elections Comms Plan - 2022-404

Communications Plan
At or before the Regular Board Meeting five (5) months before an election, the PEC Communications Department will present to the Board an Election Communications Plan ("Communications Plan"), outlining the communications efforts that will be employed to inform PEC members of the issues in any Non-Director Election and the Candidates, and the contact information for Members who have questions about the election process. At a minimum, the Communications Plan will include prominent references to the Election on PEC's Internet site, posting of Candidates' biographical materials and conflict-of-interest certification and disclosure form, video presentations of Candidates, use and distribution of printed materials and information on how to obtain answers to Election-related questions, obtain Ballots (including replacement Ballots), and cast Ballots; and PEC Corporate Statistics in a form approved by the Board in the Communications Plan. PEC Corporate Statistics may be communicated multiple times during the election cycle as approved in the Communications Plan.

Mr. Michael Butler, Corporate Counsel, presented the resolution and asked the Board for approval.

A motion was made by Vice President Rister, seconded by Director Akers, that this item be approved. The motion carried by the following vote:

Yes: 7 - Rister, Pataki, Ekrut, Cox, Oakley, Graf, and Akers

12. 2022-407 **Resolution - Approval of Appointment of Members to the Plan Administration Committee - N Fulmer/R Smith**

Body: **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE** that the Plan Sponsor hereby appointments the following persons to the *Pedernales Electric Cooperative, Inc. Plan Administration Committee* ("PAC"):

DeLisa Evers, Director, Member Relations Support Services, (Operations), New Member; and Bernie Dawson, Quality Assurance, Lead (Information Technology), Existing Member. Each appointee shall commence service on the PAC effective as of the date he submits written acceptance of such appointment to the Chair of the PAC. Each appointee shall serve as a regular member of the PAC for the term of the appointment as outlined by the Board's Delegation of Authority, Composition, and Role of PEC Plan Administration Committee.

Attachments: PAC Statement of Responsibilities - 2022-407 Final

Plan Administration Committee
Effective January 1, 1964, Pedernales Electric Cooperative, Inc. ("Plan

Sponsor"), established, for the exclusive benefit of its employees and their beneficiaries, the Pedernales Electric Cooperative, Inc. Employees Defined Benefit Retirement Plan, a defined benefit pension plan intended to qualify under Sections 401(a) and 501(a) of the Internal Revenue Code ("DB Plan");

Effective January 1, 1968, Plan Sponsor established, for the exclusive benefit of its employees and their beneficiaries, the Pedernales Electric Cooperative, Inc. Employees Defined Contribution Savings Plan, a profit-sharing plan intended to qualify under Sections 401(a) and 501(a) of the Internal Revenue Code, and now known as the Pedernales Electric Cooperative, Inc. Employees' 401(k) Savings Plan ("401(k) Plan");

Under the terms of the DB Plan and of the 401(k) Plan, the Plan Sponsor has the authority to appoint a person or committee to serve in the capacity of Plan Administrator and has previously appointed persons to serve as members of the Pedernales Electric Cooperative, Inc. Plan Administration Committee ("PAC"). The PAC has seven employees as members. The position of a Human Resources Manager and a Finance Manager are the only permanent members of the PAC. Five members of the PAC are regular members and require Board of Directors appointment.

The Board of Directors has approved criteria for service on the PAC. "The candidates should be a member of management (manager, director) or other FLSA-exempt employee, in good standing with the Cooperative, who have some experience, background, or strong interest in an area that relates to retirement plan administration. Each candidate will be confirmed to have no disciplinary actions and submitted to the CEO for their consideration, selection and recommendation to the Board for action at the December board meeting."

The Plan Sponsor also now wishes to appoint one new member to the PAC to replace member who has retired and to re-confirmation of one existing member to the PAC.

Mr. Nathan Fulmer, Vice President, Workforce and Safety Operations, presented the resolution and asked the Board for approval.

A motion was made by Director Oakley, seconded by Director Akers, that this item be approved. The motion carried by the following vote:

Yes: 7 - Rister, Pataki, Ekrut, Cox, Oakley, Graf, and Akers

13. 2022-412 **Resolution - Discussion and Possible Action regarding Member Payments in Business Offices - J Oakley**

Body: **BE IT RESOLVED BY THE BOARD OF DIRECTORS** that the Board direct business offices to accept all in-person (with a PEC employee) Member payments while implementing alternative changes to Member payment options, including cash and check payments.

BE IT FURTHER RESOLVED that the Chief Executive Officer, or designee, is authorized to take all actions necessary to implement this resolution.

Attachments: Member Services Model 2022-412 Final

Member Payments in Business Offices
Move to direct business offices to accept all in-person (with a PEC employee) Member payments while implementing alternative changes to Member payment

options, including cash and check payments.

The Board deliberated on the topic of in-person member payments in business offices. Mr. Eddie Dauterive, Chief Operating Officer (COO) provided a summary presentation of the previous service options and member care operations, the challenges of maintaining the existing model, benefits creating a balanced front-office space for multiple functions and service, and the objectives for continuing the transition for digital payments. The Board recessed from 10:37 a.m.-10:50 a.m. to create resolution language.

A motion was made by Director Oakley, seconded by Director Cox, that this item be approved. The motion failed by the following vote:

Yes: 2 - Cox, and Oakley

No: 5 - Rister, Pataki, Ekrut, Graf, and Akers

14. 2022-408 **Draft Resolution - Approval to Amend Tariff and Business Rules - Industrial Rate - N Mack | D Thompson**

Body: **BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE** that the Cooperative approves the amendments to the Tariff and Business Rules as attached hereto with such changes, if any, as were approved by the Board, to become effective upon Board approval, unless otherwise specified in the Tariff and Business Rules; and

BE IT FURTHER RESOLVED that the Chief Executive Officer, or designee, is authorized to take all such actions as needed to implement this resolution.

Attachments: PPT - Approval to Amend Tariff and Business Rules - Industrial Rate - 2022-408-FINAL
Tariff language Redline - Tariff and Business Rules_Industrial Rate Update - 2022-408-FINAL
Tariff language Clean - Tariff and Business Rules_Industrial Rate Update - 2022-408-FINAL

Ms. Natalia Mack, Rates Manager, presented a summary of the draft resolution and said a final resolution will be presented to the Board for approval in January 2023.

15. 2022-409 **Draft Resolution - Approval to Amend Tariff and Business Rules - Annual Interconnect Rate Update - N Mack | D Thompson**

Body: **BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE** that the Cooperative approves the amendments to the Tariff and Business Rules as attached hereto with such changes, if any, as were approved by the Board, to become effective upon Board approval, unless otherwise specified in the Tariff and Business Rules; and

BE IT FURTHER RESOLVED that the Chief Executive Officer, or designee, is authorized to take all such actions as needed to implement this resolution.

Attachments: PPT - Approval to Amend Tariff and Business Rules - Annual Interconnect Rate Update - 2022-409-FINAL
Tariff Language Redline - Tariff and Business Rules - Annual Interconnect Rate Update - 2022-409-FINAL
Tariff Language Clean - Tariff and Business Rules - Annual Interconnect Rate Update - 2022-409-FINAL

Ms. Natalia Mack, Rates Manager, presented a summary of the draft resolution and said a final resolution will be presented to the Board for approval in January 2023.

16. 2022-410 **Draft Resolution - Approval to Amend Tariff and Business Rules - Dual Feed Rider - N Mack | D Thompson**

Body: **BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE** that the Cooperative approves the amendments to the Tariff and Business Rules as attached hereto with such changes, if any, as were approved by the Board, to become effective upon Board approval, unless otherwise specified in the Tariff and Business Rules; and

BE IT FURTHER RESOLVED that the Chief Executive Officer, or designee, is authorized to take all such actions as needed to implement this resolution.

Attachments: PPT - Approval to Amend Tariff and Business Rules - Dual Feed Rider - 2022-410-FINAL
Tariff language Redline - Tariff and Business Rules_Dual Feed Rider - 2022-410-FINAL
Tariff language Clean - Tariff and Business Rules_Dual Feed Rider - 2022-410-FINAL

Ms. Natalia Mack, Rates Manager, presented a summary of the draft resolution and said a final resolution will be presented to the Board for approval in January 2023.

17. 2022-414 **Report on NRECA 2022 Compendium of Proposed Resolutions - JP Urban**

Attachments: Report on NRECA 2022 Compendium of Resolutions 2022-414
NRECA 2022 Compendium of Proposed Resolutions - 2022-414
NRECA Resolutions Process Flowchart - 2022-414

Mr. J.P. Urban, Executive Vice President, External Communications, presented a summary report on the NRECA 2022 Compendium of Proposed Resolutions.

18. 2022-415 **Draft Resolution - Approval of 2023 Key Performance Indicators Plan Methodology - E Dauterive**

Body: **BE IT RESOLVED BY THE BOARD OF DIRECTORS** that the 2023 Key Performance Indicator Plan Methodology presented to the Board this day is approved; and

BE IT FURTHER RESOLVED that the Chief Executive Officer, or designee, is authorized to take all actions necessary to implement this resolution.

Attachments: 2023 KPI Plan Revisions Presentation 2022-415 Final3

Mr. Eddie Dauterive, Chief Operations Officer (COO) provided a summary presentation of the 2023 Key Performance Indicators (KPIs) Plan Methodology stating the purpose of the KPIs is to provide an objective method for evaluating the degree of success with identified performance targets. He said the PEC KPI plan is designed to align with the objectives of the PEC Strategic Plan. Mr. Dauterive said a final resolution will be presented to the Board for approval in January 2023.

Proposed Future Items / Meetings (subject to final posting)

19. 2022-405 **List of Board Approved Future Meetings**

Attachments: 2023 Board Meeting Calendar

President Mark Ekrut said the list of Board approved future meetings is included in the meeting materials.

20. 2022-406 **Board Planning Calendar (Written Report in Materials)**

Attachments: 3 Month Outlook Calendar

PEC Annual Board Planning Calendar

President Mark Ekrut stated that the proposed Board Meeting Planning Calendar was included in the meeting materials.

Recess to Executive Session

President Mark Ekrut announced the items to be discussed in Executive Session and at 11:19 a.m., stated the Board would go into Executive Session.

Executive Session - Legal Matters

21. 2022-416 **Matters in Which the Board Seeks the Advice of Its Attorney as Privileged Communications in the Rendition of Professional Legal Services**

22. 2022-417 **Litigation and Related Legal Matters - D Ballard**

23. 2022-418 **Resolution - Approval of Authorization for Initiation, Settlement, or Disposition of Litigation Matter(s) - D Ballard**

Executive Session - Contract and Competitive Matters

2022-411 **Resolution - Approval of Authorization for Credit Facilities for Issuance of PEC Letters of Credit - R Kruger**

25. 2022-428 **Draft Resolution - Approval of Construction Contract for Hero Way Substation - J Treviño**

26. 2022-429 **Draft Resolution - Approval of Construction Contract for Lehigh Substation - J Treviño**

27. 2022-427 **Discussion of Power Supply Contractual Resources - D Thompson**

28. 2022-419 **Markets Monthly Report - D Thompson**

29. 2022-420 **Transmission Operations and Control Center Update - C Moos/J Warren/J Louis/J Treviño**

Executive Session - Real Estate Matters

30. 2022-421 **Resolution(s) - Approval of Real Property Acquisitions or Real Property Dispositions - E Dauterive/C Moos**

31. 2022-422 **Resolution(s) - Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions - E Dauterive/C Moos**

Executive Session - Safety and Security Matters

32. 2022-423 **Safety and Security Matters**

Executive Session - Personnel Matters

33. 2022-424 **Personnel Matters**

2022-425 **Resolution - Review and Approval of 2022 CEO Action Items and Bonus Evaluation - M Rister**

35. 2022-426 **Review of 2023 CEO Action Items - J Parsley**

Reconvene to Open Session

At 2:20 p.m., the Board reconvened to the open session meeting. Director Paul Graf attended the meeting by telephone.

Items from Executive Session

The following agenda items were discussed in executive session and set for approval in open session.

24. 2022-411 **Resolution - Approval of Authorization for Credit Facilities for Issuance of PEC Letters of Credit - R Kruger**

Body: **WHEREAS**, for the continued operations of the Cooperative, the Cooperative requires commitments for one or more letter of credit facilities under which Lenders (as defined below) will issue letters of credit on the Cooperative's behalf to applicable beneficiaries; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE, that the Cooperative authorizes the issuance or incurrence of short-term debt in the aggregate principal amount up to $100,000,000, which debt may be unsecured; and

BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE, that the short-term debt authorized herein may include one or more revolving credit facilities or letter of credit facilities or sub-facilities pursuant to multibank or separate bilateral agreements to be entered into with Bank of America, N.A. (or an affiliate), JPMorgan Chase Bank, N.A. (or an affiliate) and/or other lenders (collectively the “Lenders” and each a “Lender”) selected by an Authorized Officer (as defined herein); and

BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE, that the form, terms and provisions of any direct pay and/or standby letter of credit issued by a Lender to provide credit support for the Cooperative’s power purchase program and for any other corporate purpose, and the form, terms and provisions of any related reimbursement or other agreements with one or more Lenders to be executed in connection with commitments to issue or the issuance of such letters of credit, if applicable, are hereby approved; and

BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE, that the Chief Executive Officer and the Chief Financial Officer of the Cooperative or any person designated in writing for such purpose by either of such officers (the “Authorized Officers”) are each hereby authorized (whether acting together or alone) as a duly authorized officer or agent of the Cooperative, for and in the name and on behalf of the Cooperative, to negotiate, execute and deliver or acknowledge, the aforementioned documents, and/or any other agreements that may be required with a credit bank, letter of credit issuer, investor, dealer, agent or depository institution, and any other agreements, certificates, consents, affidavits, opinions, and other instruments of any nature necessary or appropriate to give effect to the short-term debt financings for the letter of credit facilities described in this resolution, in each case in such form and containing such terms and conditions as such officer or agent may in her or his reasonable discretion deem necessary, appropriate, or desirable; and

BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE, that the Authorized Officers are further authorized to negotiate, execute and deliver renewals, extensions, supplements and/or amendments to any of the aforementioned documents, in each case as such officer or agent may in her or his reasonable discretion deem necessary, appropriate, or desirable; and

BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE, that the Authorized Officers are each hereby authorized as a duly authorized officer or agent of the Cooperative, for and in the name and on behalf of the Cooperative, to do any and all acts deemed by such officer in such officer's judgment to be necessary or appropriate in the best interests of the

Cooperative to give effect to the foregoing resolutions; and

BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE, that all actions taken prior to the effective date hereof by the officers and duly authorized agents of the Cooperative in connection with the subject of the foregoing resolutions be and are hereby ratified, confirmed, and approved.

PEC Letters of Credit

The Cooperative has various existing long-term and short-term debt facilities (secured and unsecured) to finance the operations and expenses of the Cooperative.

To continue to deliver low-cost and reliable energy to its members, the Cooperative has obtained or expects to obtain bank commitments to issue direct pay and/or standby letters of credit in the aggregate amount of up to $100,000,000 to provide credit support in connection with its power purchase transactions with third parties and to provide credit support for such other corporate purposes of the Cooperative.

A motion was made by Director Oakley, seconded by Director Pataki, that this item be approved. The motion carried by the following vote:

Yes: 7 - Rister, Pataki, Ekrut, Cox, Oakley, Graf, and Akers

34. 2022-425 **Resolution - Review and Approval of 2022 CEO Action Items and Bonus Evaluation - M Rister**

Body: **WHEREAS** the CEO's bonus compensation is based on the current year's goals and objectives; and

WHEREAS the Board of Directors conducted its annual bonus compensation evaluation of the CEO this day;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS that the CEO's bonus compensation is approved as discussed this day in Executive Session.

Bonus Evaluation

This Board of Directors considers the CEO's bonus compensation annually. The Board may consider performance, evaluation, and compensation.

A motion was made by Vice President Rister, seconded by Director Akers, that this item be approved. The motion carried by the following vote:

Yes: 7 - Rister, Pataki, Ekrut, Cox, Oakley, Graf, and Akers

Adjournment

There being no further business to come before the Board of the Directors, the meeting was adjourned at 2:22 p.m.

Approved:

_____
Paul Graf, Secretary

_____
Mark Ekrut, President

Pedernales Electric Cooperative

PO Box 1
Johnson City, TX 78636

File #: 2023-002, **Version:** 1

Cooperative Update - J Parsley

Submitted By: Julie Parsley
Department: Chief Executive Officer
Financial Impact and Cost/Benefit Considerations: N/A

Cooperative Update

Julie C. Parsley I Chief Executive Officer

Legislative Update

- 88th Texas Legislative Session began January 10
- Approximately XXXXX bills filed
- PEC staff is closely following:
  - Property tax issues
  - Non-mail options for Annual Meeting notices
  - Electric vehicle issues
  - Electric market restructuring
- Staff continues to reach out to PEC delegation members for introductions and to educate about the Cooperative Difference

Regulatory Update

- PEC joined TEC comments on Market Reform Options
  - Provided by December 15 deadline
  - Approximately 100 entities also provided comments

[More information to come]

Growing Stronger

Texas Municipal-Owned Utilities	Meters
CPS Energy	846,400
Austin Energy	507,660
Pedernales Electric Cooperative	**383,855**
Garland Power and Light	70,964
Bryan Texas Utilities	62,447
Brownsville PUB	55,045
Denton Municipal Electric	56,395

Growing Stronger

Texas Investor-Owned Utilities	Meters
ONCOR Electric Delivery Company	3.9 Million
CenterPoint Energy	2.7 Million
AEP Texas Central	940,260
Entergy	473,000
El Paso Electric Company	420,282
Pedernales Electric Cooperative	**383,855**
Southwestern Public Service Company (SPS)	275,688
Texas-New Mexico Power Company	269,997
AEP North Texas	211,476
Southwestern Electric Power Company (SWEPCO TEXAS)	195,000

Member Payment Options

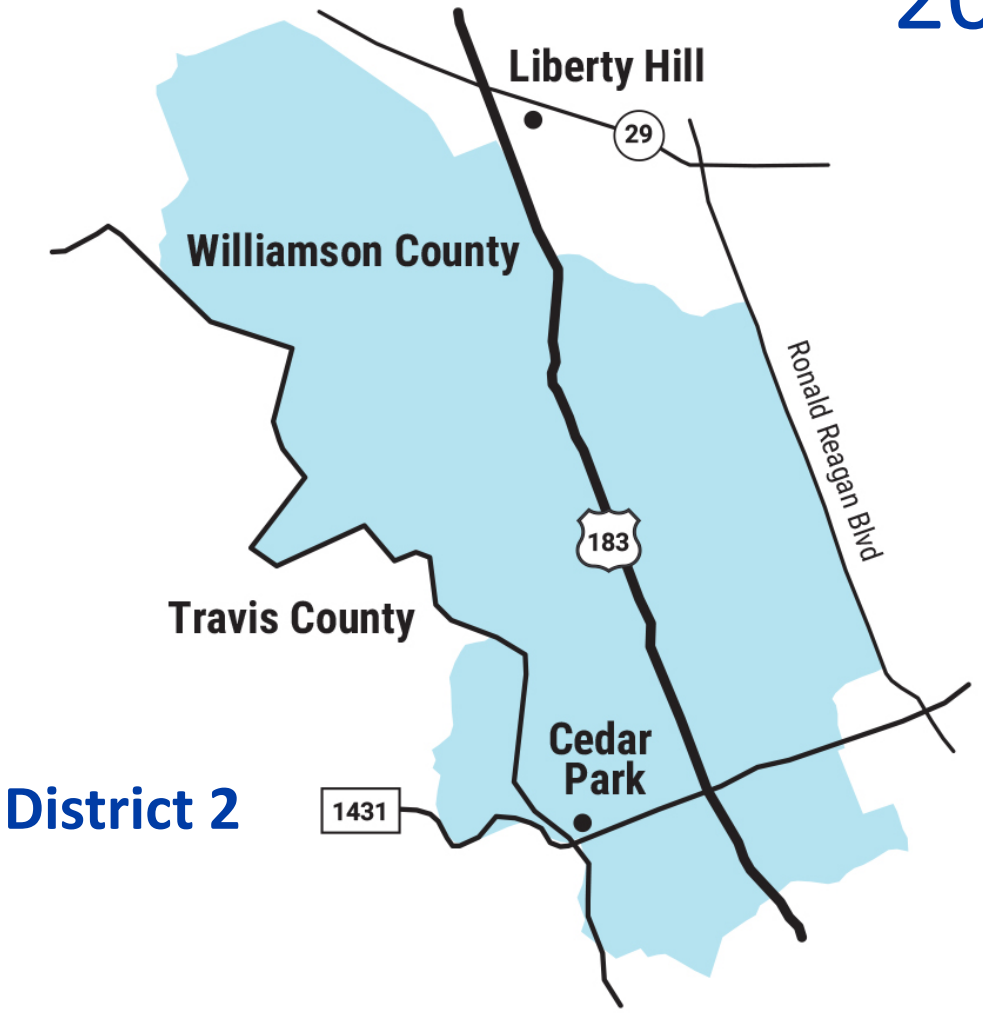
[This will be an update of Eddie's presentation
from December regarding member payment options in offices]

2023 Board Election

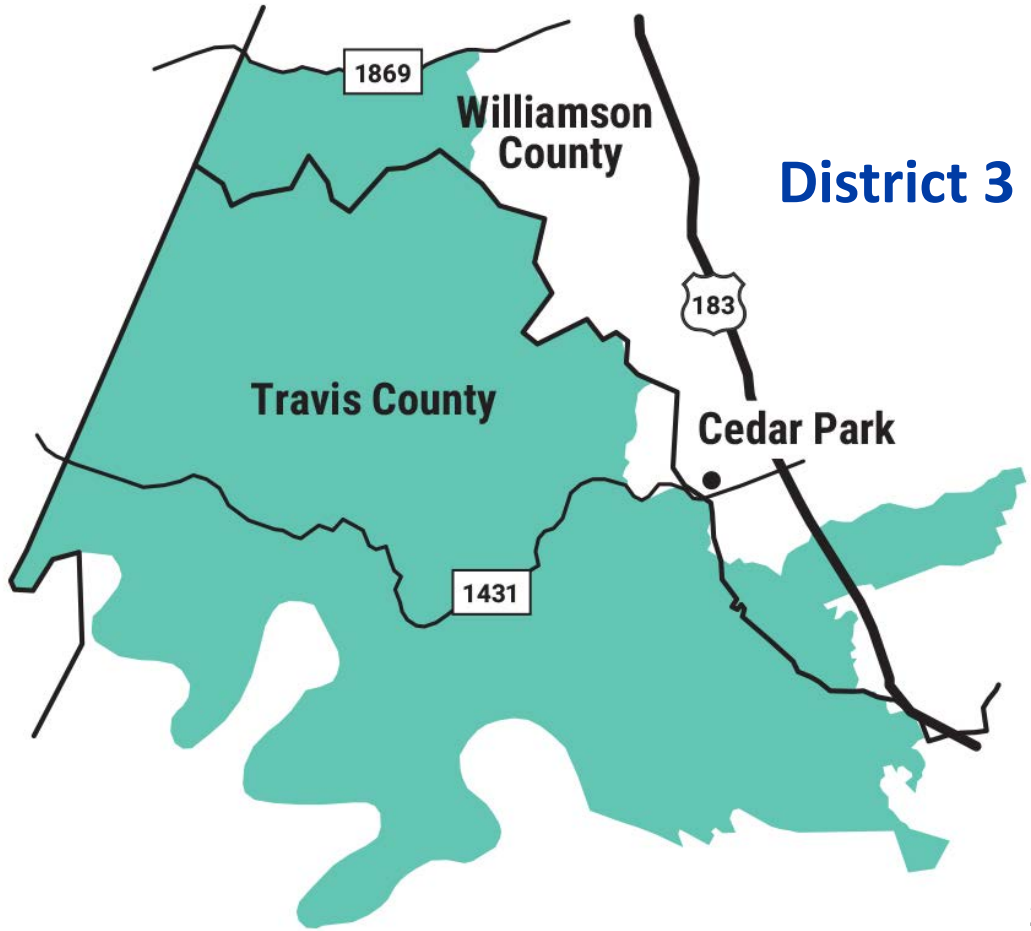
Nomination Petition Applications Opened January 17

2023 Board Election

2023 Voting Districts



District 2



District 3

2023 Board Election Timeline

January 17

- Nomination materials made available to members

March 27

- Nomination materials due by 5 p.m.

April 21

- Approval of candidates on ballots

May 16

- Voting opens

June 9

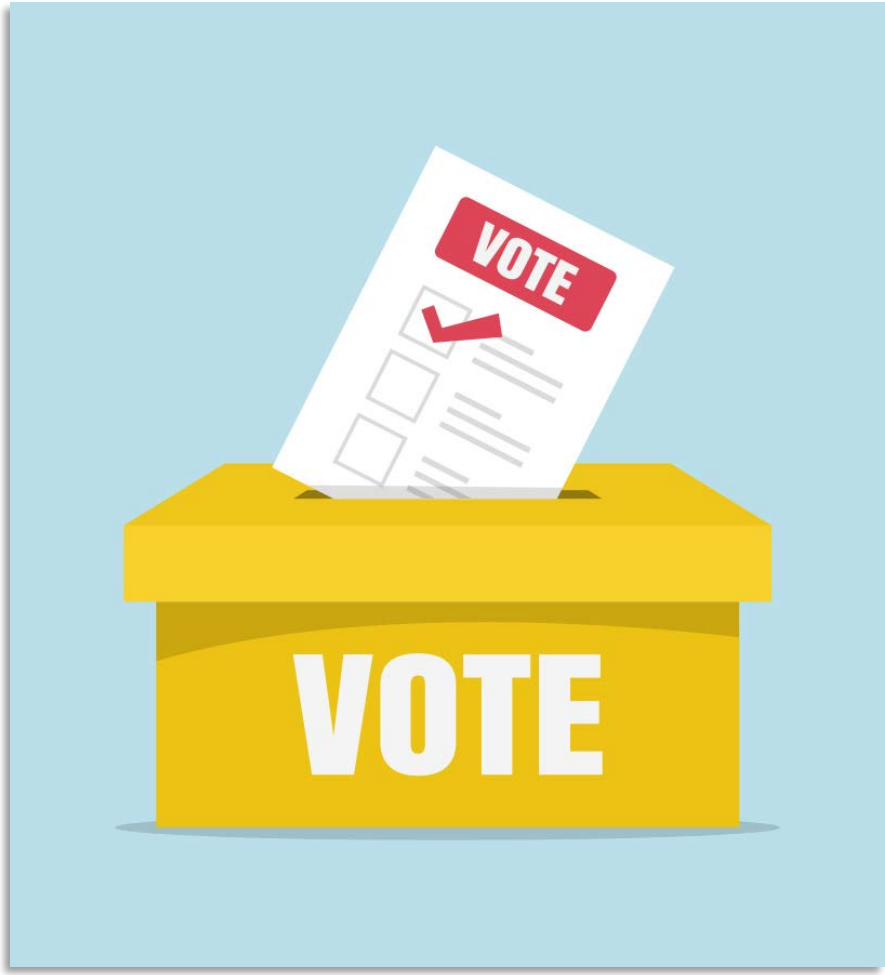
- Voting ends

June 13

- Election results released

June 16

- PEC Annual Meeting; board directors seated



Human Resources Hosts Inaugural NLC Hiring Event

- HR recently hosted a recruiting event, bringing together top candidates from the Northwest Lineman College
- Hosted at Safety & Technical Training Center in Marble Falls
- District and HR personnel worked together to select candidates that will be placed across the cooperative
- Nine offers were extended for the 2023 1B Apprentice Class

PEC Scholarships Support Higher Education

- PEC Scholarships available beginning February 1 for graduating high school seniors and adults returning to school
- $100,000 in support available for members
- Applications available at pec.coop/scholarship
- Apply by March 21

Employee Kudos*

Nick Mendoza
Journeyworker
Cedar Park

Blaine Carlile
Journeyworker
Oak Hill

Julie Toth
Member Relations Analyst
Oak Hill

Pat Gumm
Member Relations Agent
Marble Falls

Mark Beyer
Ethics and Compliance Officer
Headquarters

**These were selected from the hundreds of kudos PEC receives each month*

Kudos to the Entire PEC Team!

Thank you for keeping our members and communities safe and warm during the recent Arctic blast

STRONG

Pedernales Electric Cooperative

PO Box 1
Johnson City, TX 78636

File #: 2023-003, **Version:** 1

Cooperative Financial Update - R Kruger

Submitted By: Renee Oelschleger on behalf of Randy Kruger
Department: Chief Financial Officer
Financial Impact and Cost/Benefit Considerations: N/A

Pedernales Electric Cooperative

PO Box 1
Johnson City, TX 78636

File #: 2023-004, **Version:** 1

Cooperative Operations Update - E Dauterive

Submitted By: Renee Oelschleger on behalf of Eddie Dauterive
Department: Chief Operations Officer
Financial Impact and Cost/Benefit Considerations: N/A

Operations Report

Eddie Dauterive | Chief Operations Officer

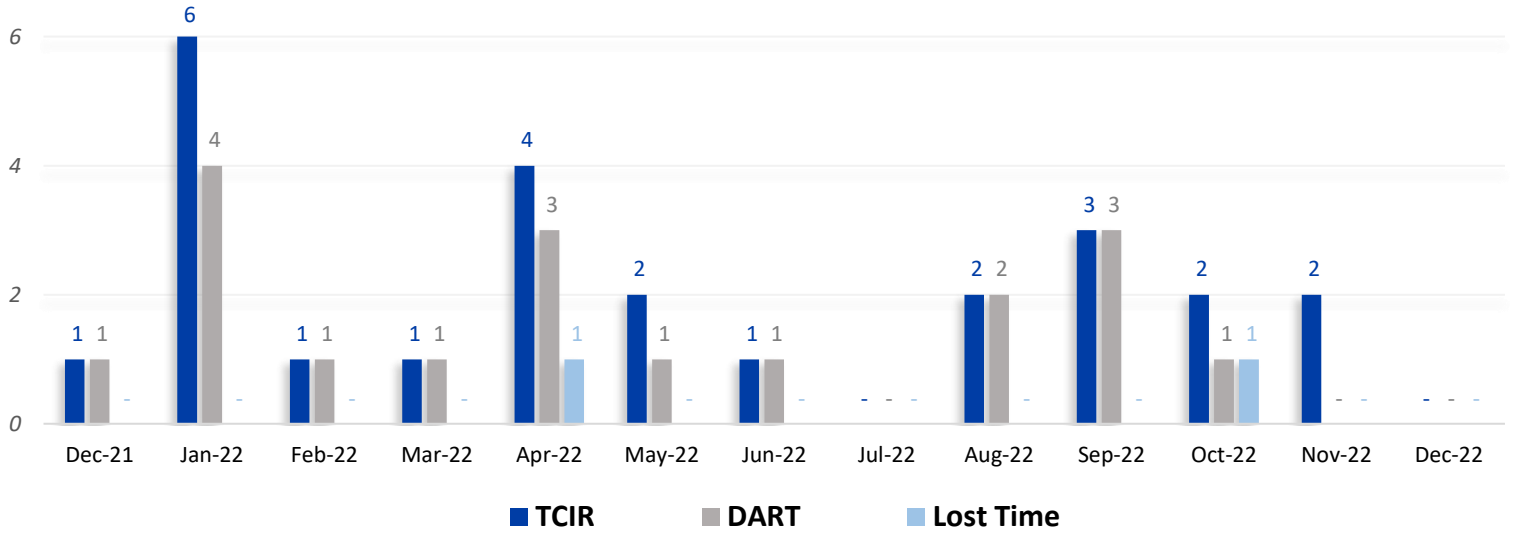
January 20, 2023

Safety & Technical Training

Personal Incidents

Reportable Injuries, Days Away, and Lost Time Incidents

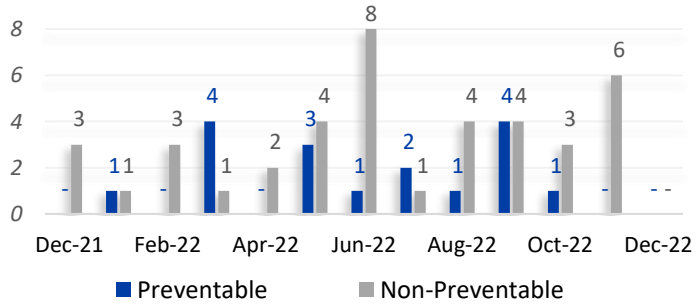
2021: DART Days - 472, Lost Time Days - 198
2022: DART Days - 260, Lost Time Days - 8



Vehicle Incidents

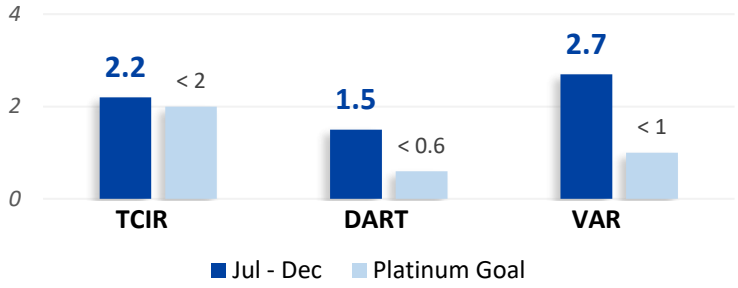
Preventable & Non-Preventable

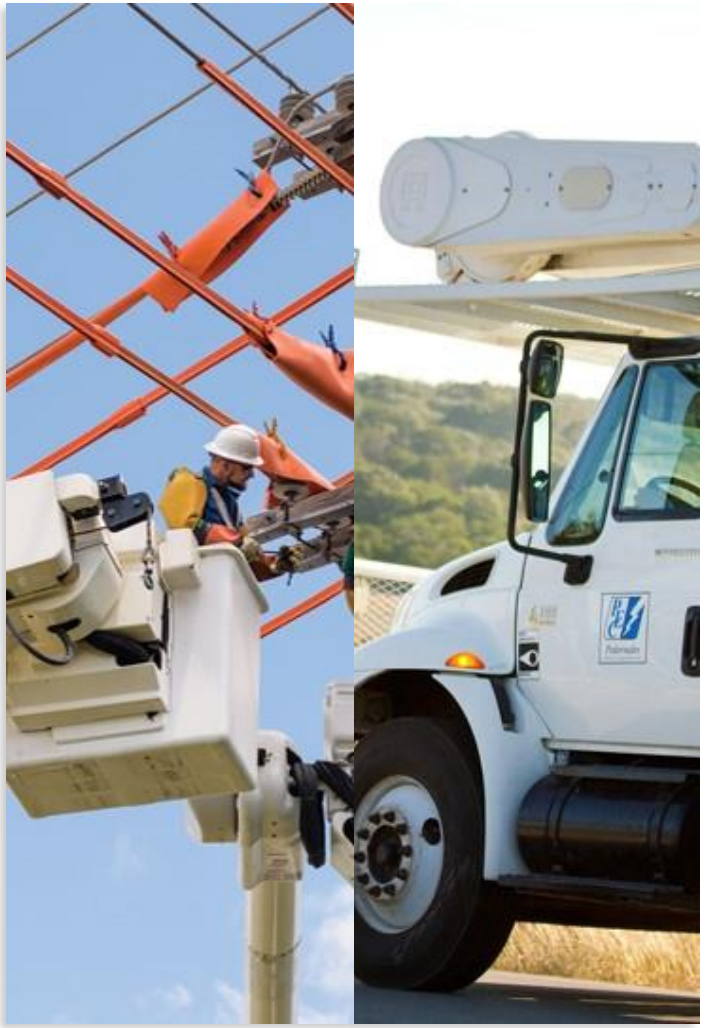
Preventable:
2021: 14
2022: 17



KPI Progression

2022 Period Two





Safety & Technical Training

2022 Safety Highlights

- 250+ hours of instructor-lead training
- 250 DOT physicals completed
- 342 CPR & first-Aid certifications
- 102 forklift certifications
- 52 defensive driving certifications
- 242 Job-site safety observations
- 40 written safety plans maintained
- Implemented Hard Hat Sticker Program
- Inventoried AEDs coop-wide

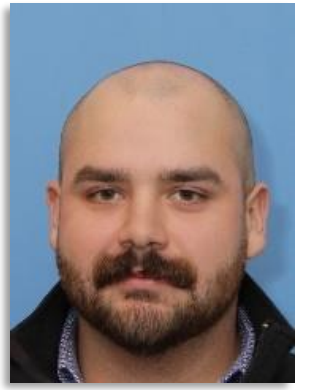
Safety Spotlight

Brandon Womack

2022 Technical Training Highlights

- 39 weeks of training at the Training Center
- 4 NLC certified instructors
- 100 total Apprentices
- 43 field assessments (4.5 hrs. each)
- Built arching machine
- MRFT annual training
- CMR training
- Designer transformer training
- Regulator/capacitor mobile training (JW)

Technical Training Spotlight

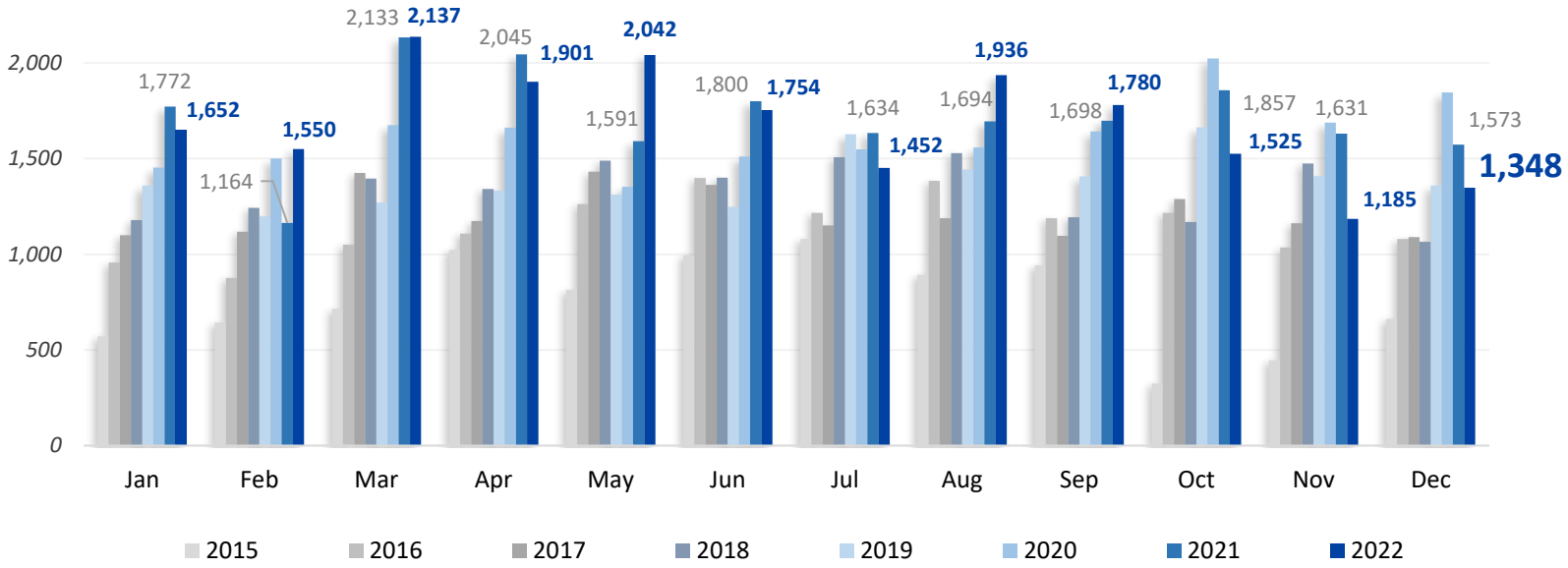


Dakota Marshall

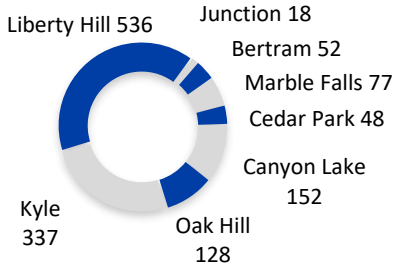
System Growth

Line Extensions Completed

2019: 16,640 2020: 19,458 2021: 20,592 2022: 20,262



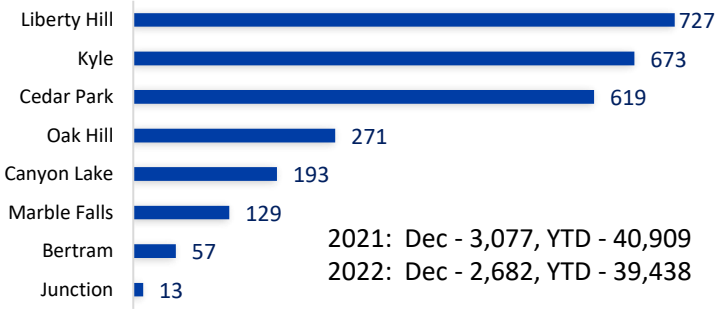
Line Extensions Per District (1,348)



Miles of Distribution Line:

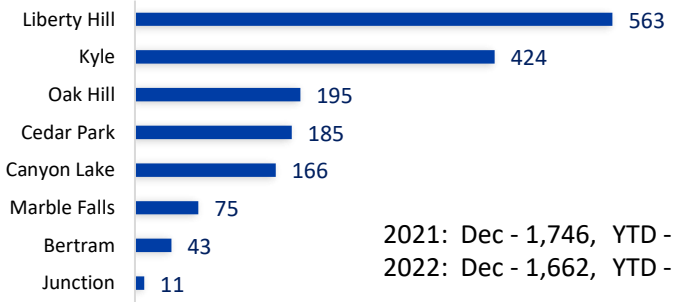
Underground:	6,779 (28%)
Overhead:	17,605 (72%)
Total:	24,385

Member Applications (2,682)



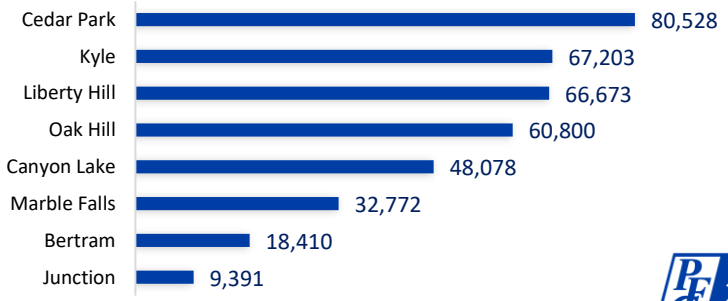
2021: Dec - 3,077, YTD - 40,909
2022: Dec - 2,682, YTD - 39,438

Meter Growth (1,662)



2021: Dec - 1,746, YTD - 18,627
2022: Dec - 1,662, YTD - 19,139

Meter Totals (383,855)



Preparing for Growth in 2022

Large District Projects or Notable Events

Bertram (Added over 800 meters)

- Launched the conversion of the Burnet substation to 14.4 KV, will convert nearly 7,000 meters in the spring of 2024.

Liberty Hill (Added over 6,300 meters)

- Commenced or completed road widening projects:
  - 183A new construction (Leander/Liberty Hill).
  - SW Bypass road-widening project (Georgetown).
  - Bagdad road-widening project (Leander).
- Completed feeder exit additions for Pipeline and Ridgmar substations.

Marble Falls (Added over 1,000 meters, including 6 large developments)

- Converted Ink's Lake State Park from primary to secondary metering.
- The Johnson City substation pre-conversion work is approximately 70% complete, to complete the voltage conversion, 12.5kv to 24.9kv in 2024.
- Began the Fairland Substation pre-conversion, 12.5kv to 24.9kv in 2025.
- The Oxbow 4 mi., 795 AAC line which will provide a circuit tie between Fairland 120 and Sherwood Shores 120 is 85% complete.

Cedar Park (Added over 1,300 meters, passed the 80K mark)

- Safely completed Phase I of the BCRUA project, received national recognition from the NRECA.

Oak Hill (Added nearly 2,000 meters)

- 35 ductile iron poles and 7 concrete designed and set.
- Completed Belterra Village build-out.
- Completed Ledge Stone development phase 1 and Nutty Brown permanent meter.
- Supporting widening of Darden Hill Rd.

Kyle (Added over 5,400 meters)

- A list of 'In-Progress" developments has grown from 50K in previous years to over 76K residential meters in the pipeline.

Canyon Lake (Added nearly 2,000 meters)

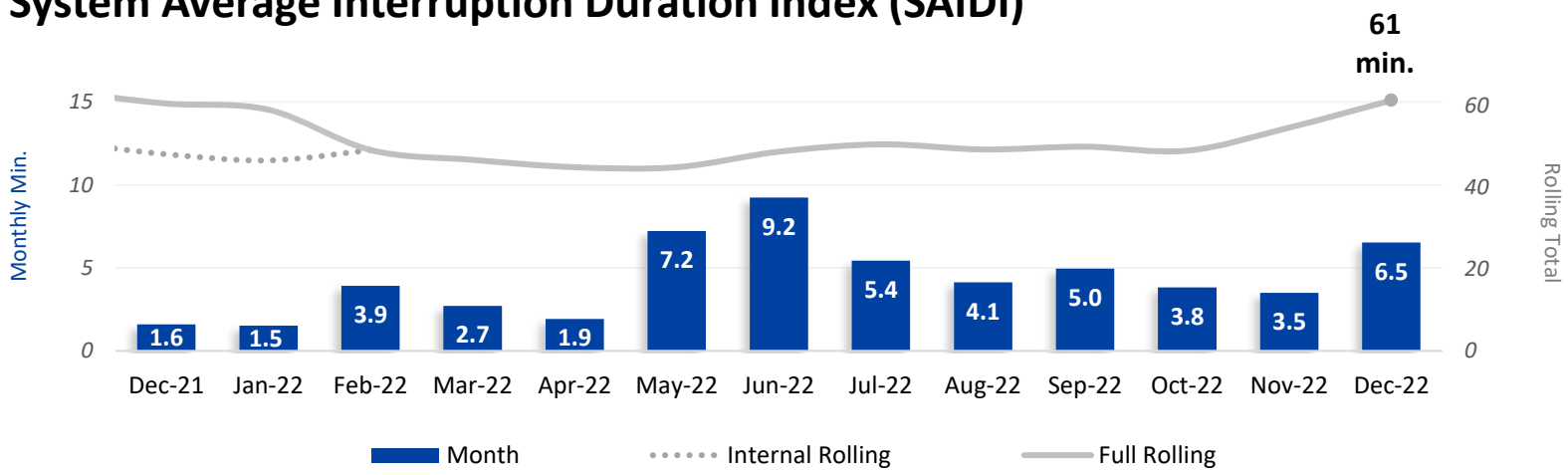
- Completed voltage conversion of the Blanco Substation.
- Completed preliminary work for voltage conversion of the Cranesmill substation.
- Obtained easements and completed 1 mi. of 3-phase, 336 AAC to re-feed the Rancho del Lago subdivision.
- Relocated 3 mi. of line along Hwy 46 through Bulverde for TXDoT.
- Designed, obtained easements, and ordered special equipment to rebuild approx. 1 mi. of 3-phase 795 AAC along Brand Rd. for BG140 feeder exit.
- Built infrastructure to 780 new residential lots and designing an additional 3,500.

Junction (Added nearly 200 meters)

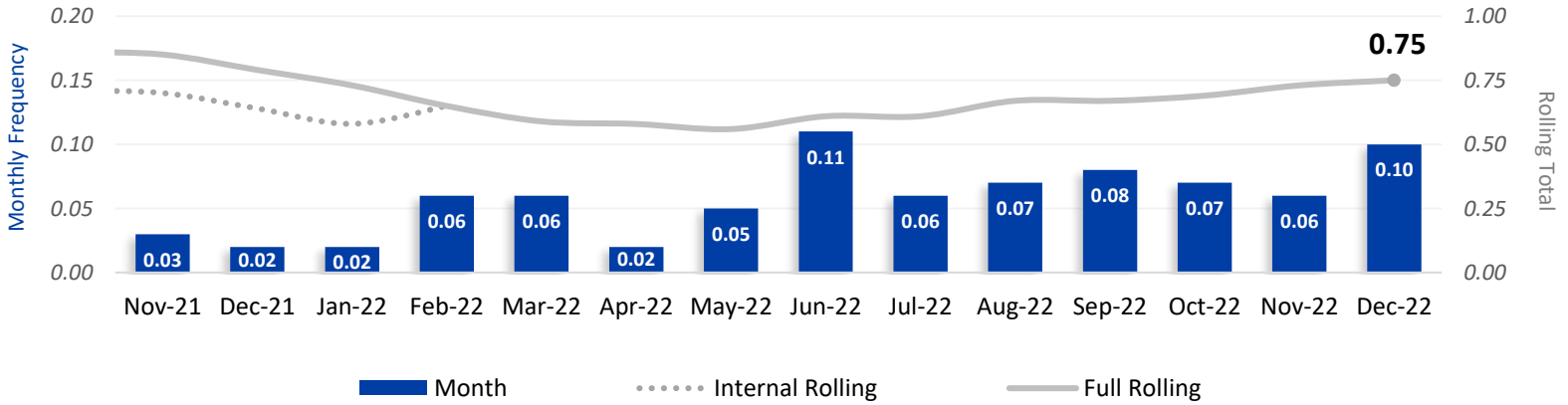
- Completed 1.2 mi. single phase tie-line from Rocksprings to Junction substations.
- Completed 22 mi. single-to-three phase on Rocksprings into Friess substations.
- Reconductored 4 mi. of three phase on Rocksprings Substation.
- Converted 70 mi. on Friess and 13 mi. on Junction to 14.4KV.
- Built 10 mi. Overhead Trunk Lines for subdivision development.

Reliability

System Average Interruption Duration Index (SAIDI)



System Average Interruption Frequency Index (SAIFI)

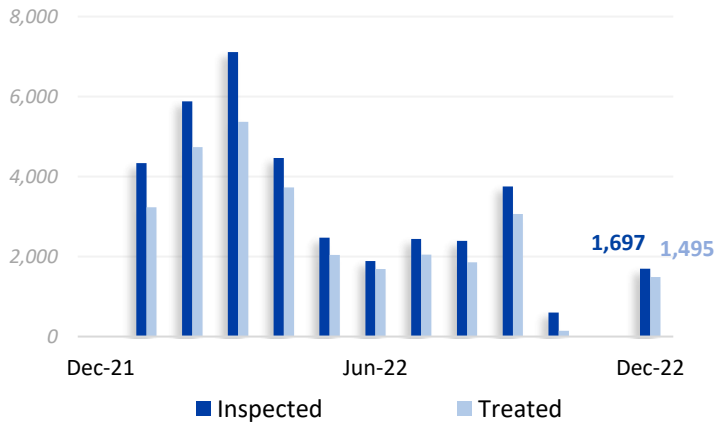


Distribution Maintenance

Pole Testing & Treatment (PTT)

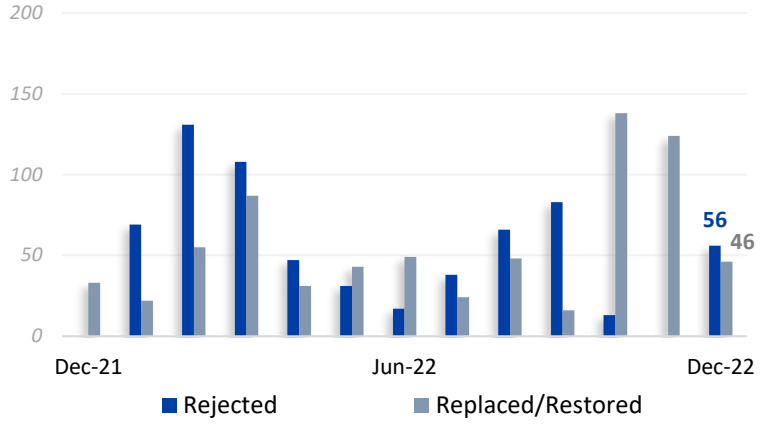
Poles Inspected & Treated

2021: Inspections - 39,492, Treated - 30,513
2022: Inspections - 37,038, Treated - 29,429



Poles Rejected & Replaced/Restored

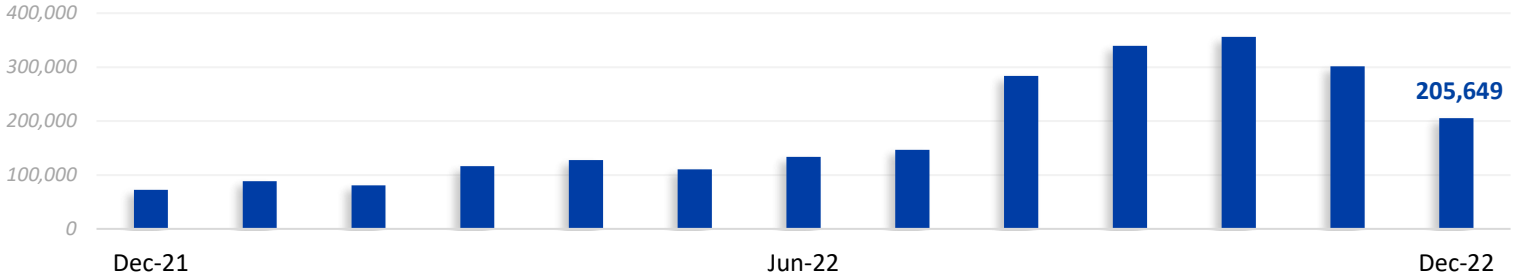
2021: Rejected - 626, Restored - 833
2022: Rejected - 659, Restored - 683



Vegetation Management

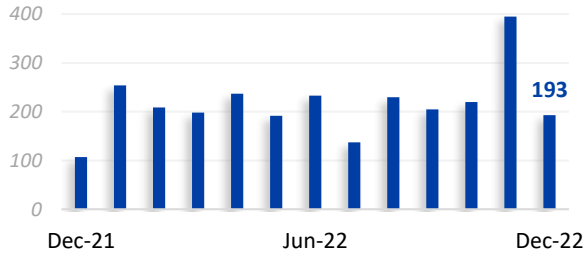
Vegetation Pruned (Ft.)

2021: 2,844,262 ft. Dec. Locations Worked: 813 Dec. Poles Cleared: 94
2022: 2,290,614 ft. Dec. URD Clearings: 194



URD Pad Restorations

2021: 3,639
2022: 2,703

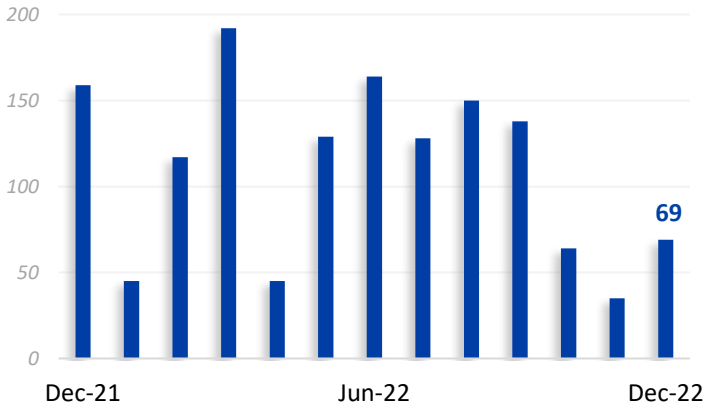


Distribution Maintenance

Technical Services

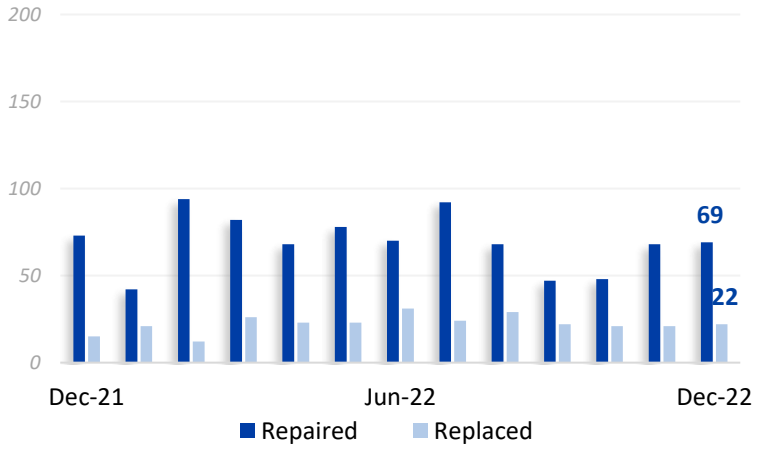
Equipment Inspections

2021: 1,429
2022: 1,255



Equipment Repaired & Replaced

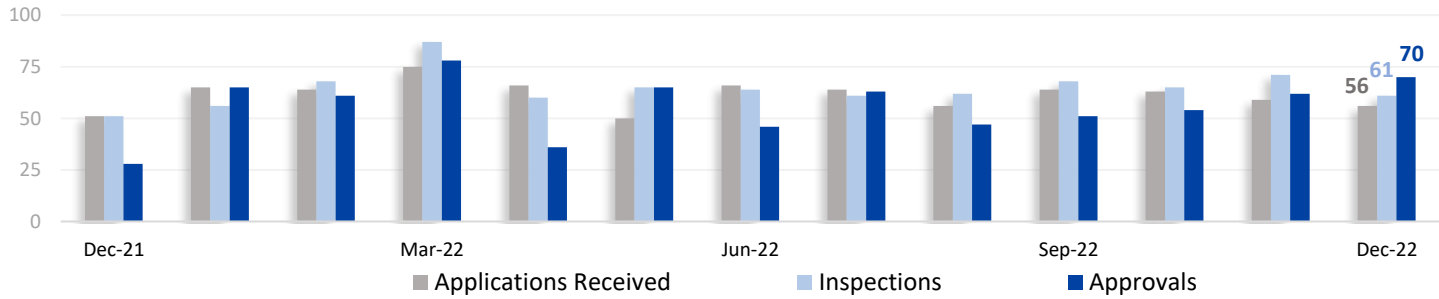
2021: Repaired - 630, Replaced - 340
2022: Repaired - 707, Replaced - 275



Pole Contacts

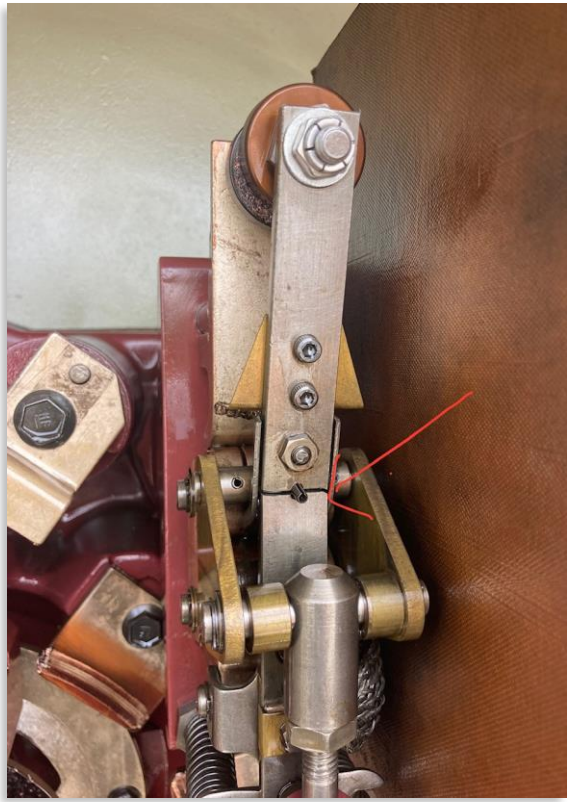
Applications Received & Permits Issued

2021: Received - 719 , Inspected - 737, Approved - 700
2022: Received - , Inspected - , Approved - 628



Transmission and Substation Maintenance

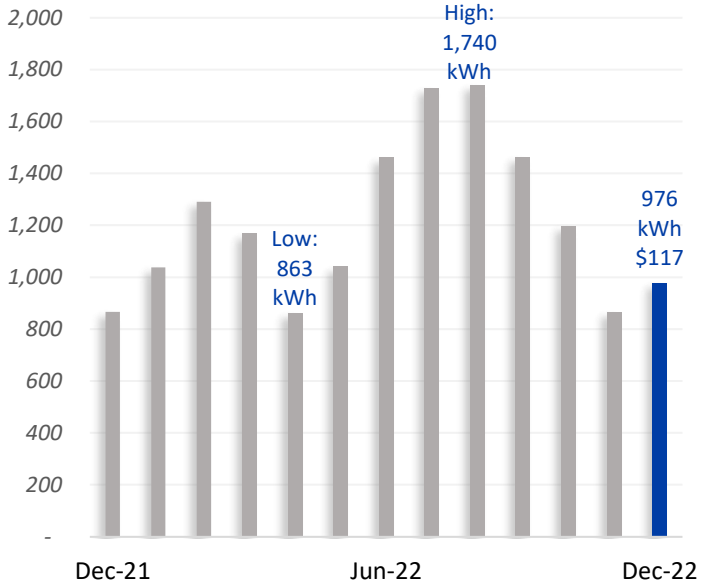
Substation Maintenance – Sattler T2
During a routine scheduled maintenance, the team discovered damage on the load tap changer. Repairs were successfully completed preventing major failure and forced outage.



Transmission Maintenance – T323
The team discovered a damaged conductor, split top poles, damaged cross arms and braces. All items were remediated without incident, preventing potential future forced outages.

Member Relations

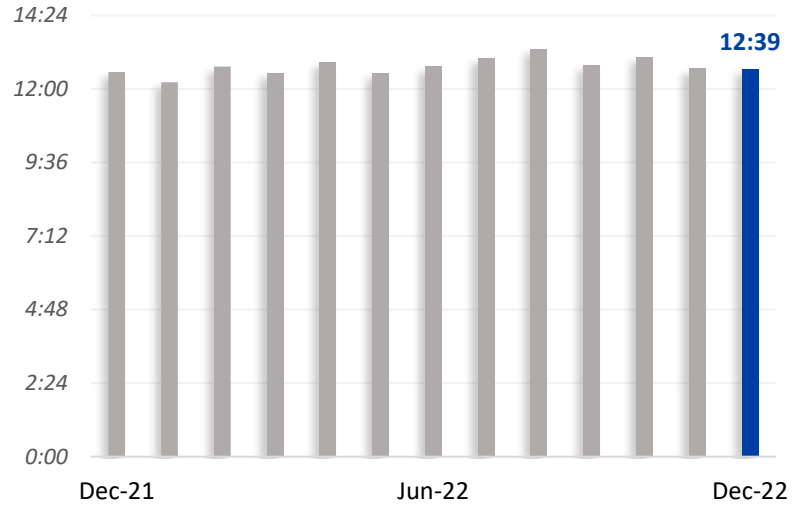
Average Residential Usage



Member Contacts

Average Handle Time

Dec. Phone Contacts: 20,051
Dec. Office Contacts: 766

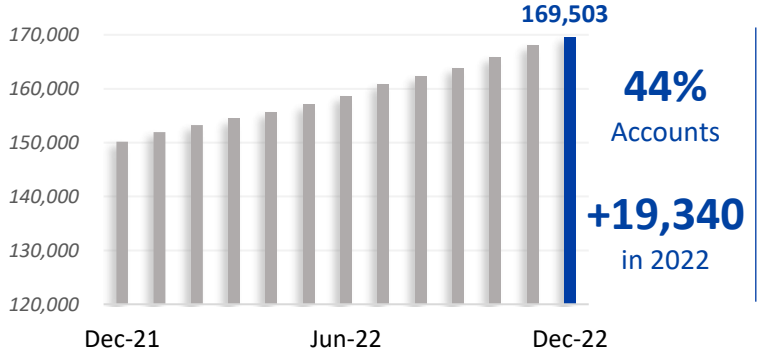


Contact Types

2021: 419,277 Contacts

Main Contact Types	Dec. Totals	
Service Request	6,718	31%
Billing Inquiry	4,082	19%
Outage	1,126	8%
Payment Arrangement	1,449	7%
Payment	1,244	6%
Account Update	1,170	5%

Paperless Enrollments



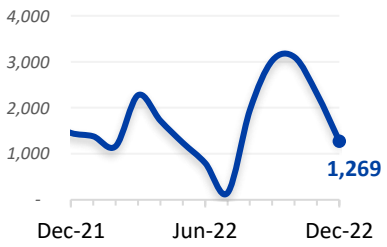
44% Accounts

+19,340 in 2022

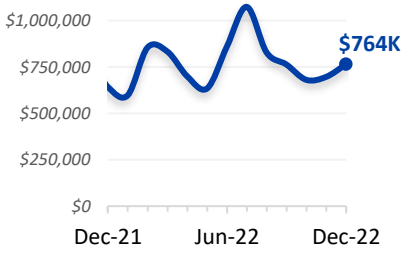
Collections

8 days with no collection activity around holiday.

Remote Disconnects

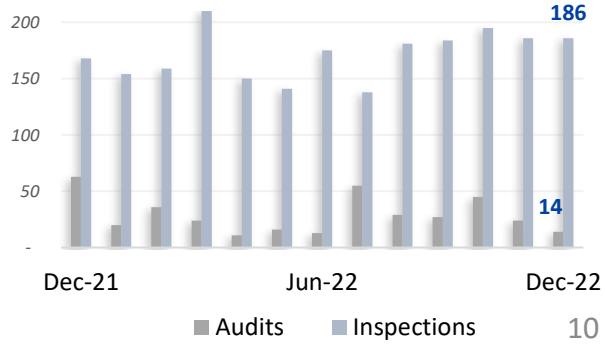


Aged Balances



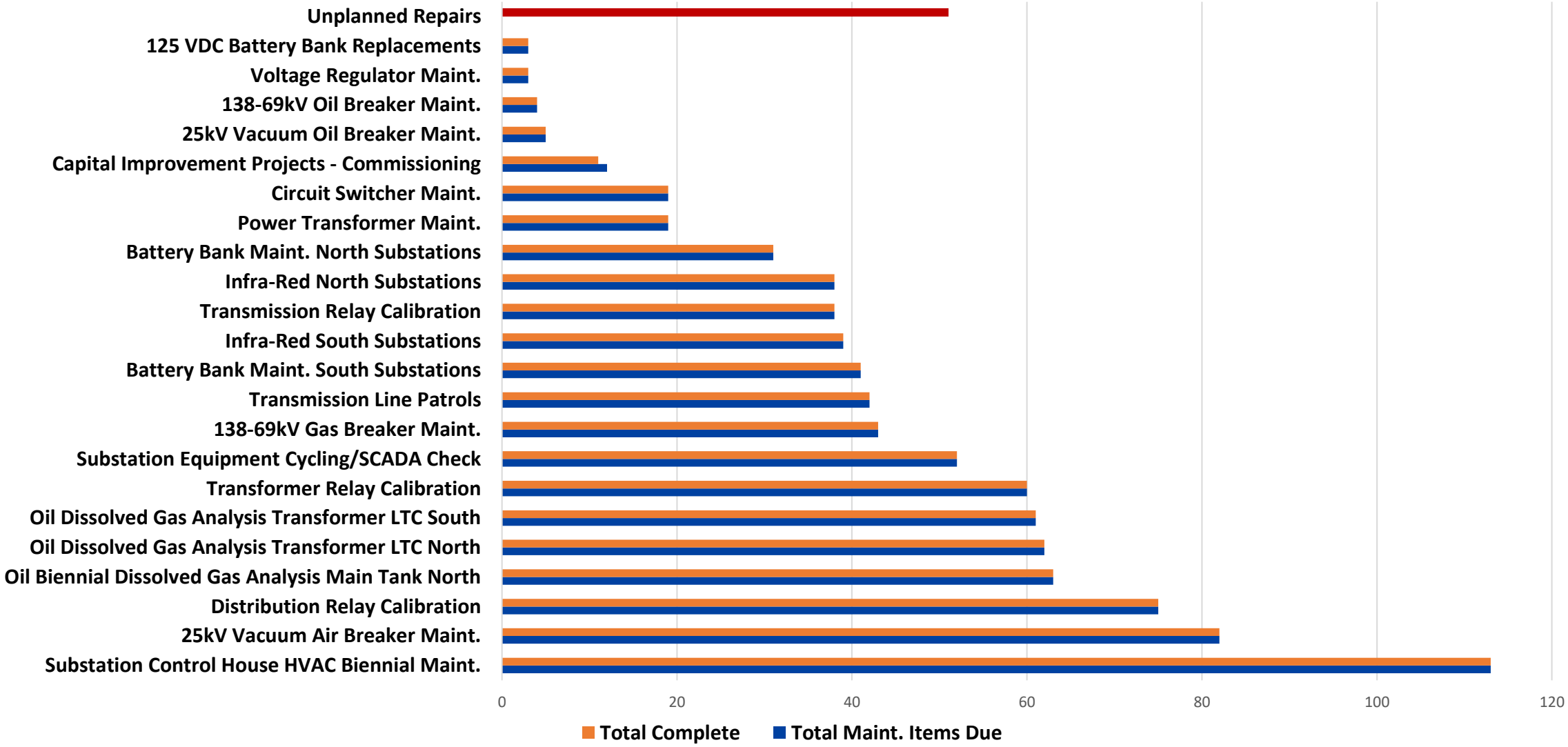
Energy Services

2021: Audits - 362, Insp. - 1,628
2022: Audits - 314, Insp. - 2,060



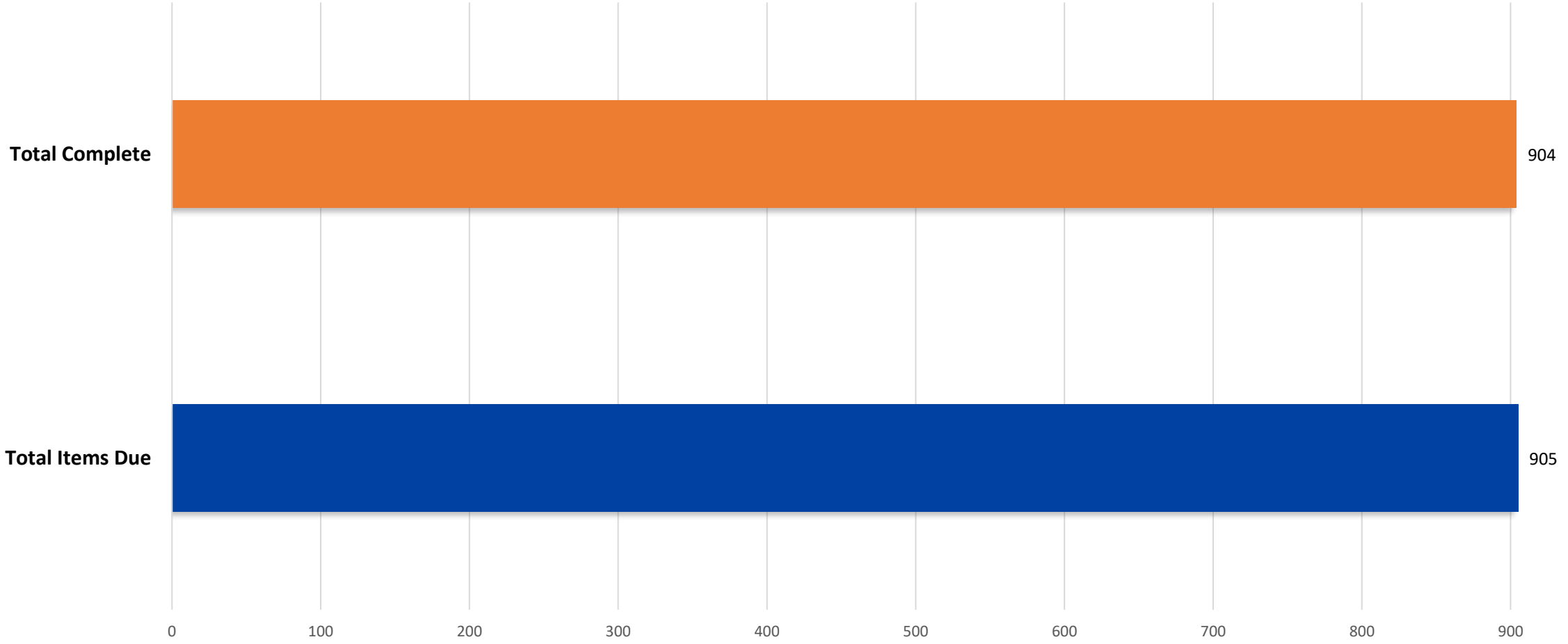
Substation & Transmission Maintenance

2022 Itemized Maintenance By Equipment



Substation & Transmission Maintenance

Overall Status Year-to-Date



One CIP project will carry over into 2023 – Completing in February

Planning Engineering Projects

Overall Status

Project	Completion Date	Percent Complete
Load Projections Study	Jan 2023	10%
2023 CIP Project Maps	Feb 2023	10%
Capacitor Settings	Mar 2023	0%
20 Year Plan	Apr 2023	90%
4CP Study	Apr 2023	0%
Summer Contingency	May 2023	0%
UFLS Study	May 2023	0%
CIP (1st draft) Study	Jun 2023	0%
CIP Study Completed	Aug 2023	0%
Mock UFLS Study	Dec 2023	0%
Winter Contingency	Dec 2023	0%
2 Year System Protection Coordination Review	Dec 2023	65%

Facilities

Cedar Park	New fuel tanks have been installed for better emergency preparedness, the project is 100% complete.
Johnson City	Begun development of a master plan for the Haley Rd site, which includes the newly acquired property adjacent to the site.
Junction	RFP completed for yard renovations, pending contractor mobilization.
Leander Development	Building construction is in-progress and on schedule.
Marble Falls	Finalizing design, resolving encroachments, gathering bids and obtaining city approval for yard renovations.

pec.coop

File #: 2023-005, **Version:** 1

Member Comments

Submitted By: Don Ballard
Department: General Counsel
Financial Impact and Cost/Benefit Considerations: N/A

All Cooperative Members have the right to speak up to 3 minutes limitation or as otherwise directed by the Board, and attend any meetings called by the Board of Directors as defined in the Cooperative's Articles of Incorporation.

Members are also able to watch this meeting by livestream from the PEC website at <https://pec.legistar.com/Calendar.aspx>.

Board meeting dates, agendas and supporting materials are available online <https://pec.legistar.com/Calendar.aspx>.

Members may also provide input by using the following methods. Comments are provided to all board directors.

- Members may submit comments and requests to the board by email or U.S. mail.
- Please direct board meeting email messages to: PECBoard@peci.com <mailto:PECBoard@peci.com>.

Articles of Incorporation, Article IX, Section 3, Member Bill of Rights - Open Meetings:
A Member has the right to attend every regular, special, or called meeting of the Board of Directors and its committees, except for executive sessions as allowed by policy or law. All meetings shall be called with proper notice, and any final action, decision, or vote on a matter shall be made in an open meeting.

Articles of Incorporation, Article IX, Section 5, Member Bill of Rights - Right to Speak:
A Member has the right to speak at every regular, special, or called meeting of the Board of Directors and its committees, expect for executive sessions, on any PEC matter at a time designated by the Board.

Members' attendance and their right to speak at all meetings called by the Board of Directors is further outlined in the Decorum Meetings Policy.

Decorum Meetings Policy, Purpose:
As a democratically-controlled and Member-owned Cooperative, Member participation in Pedernales Electric Cooperative ("Cooperative" or "PEC") affairs is valued and respected and individuals should be allowed to state opinions. Meetings or functions of the Cooperative whether conducted on or off premises shall be conducted in a professional and courteous manner.

Up to 3 minute limitation or as otherwise directed by Board

DECORUM POLICY

Effective Date: October 16, 2020

1. PURPOSE

As a democratically-controlled and Member-owned Cooperative, Member participation in Pedernales Electric Cooperative ("Cooperative" or "PEC") affairs is valued and respected and individuals should be allowed to state opinions. Meetings or functions of the Cooperative, whether conducted on or off premises, shall be conducted in a professional and courteous manner.

2. SCOPE

This Policy applies to all Participants at meetings of PEC Board of Directors ("Board") and any other business meeting or function of the Cooperative, whether on or off PEC premises.

3. POLICY AND IMPLEMENTATION

3.1. PEC Business Meetings or Functions. Participants in any business meeting or function shall maintain an environment free of abusive, slanderous, or bullying behavior. To protect the security and safety of persons attending such meetings, all Participants shall respect an individual's physical space and refrain from any form of physical intimidation or abuse. Any behavior demonstrating or threatening violence, attack, or physical abuse is not tolerated.

3.1.1. Meeting Participants may not display placards, bumper stickers, signs, or other campaigning, or political advocacy materials within the premises of a meeting or function, other than those materials displayed on the individual Participants' body or clothing. Campaigning and electioneering for PEC elections is governed by the Cooperative's Election Policy and Procedures.

3.1.2. Meeting Participants shall refrain from disruptive or distracting behavior. Personal or character attacks, or improperly sidetracking the attention of other Participants with subject matter that is irrelevant to PEC or unrelated to PEC are examples of disruptive or distracting behavior.

3.2. Board Meetings. PEC Board meetings are conducted in accordance with the Board Meetings Policy and the current edition of Robert's Rules of Order Newly Revised, as practicable, and "Procedure for Small Boards" (for example, Robert's Rules of Order Newly Revised § 49 (11th ed. Cambridge, Mass.: Perseus Publishing, 2011)).

3.2.1. All Participants wishing to address the Board during the designated portion of a Board meeting shall sign a registry identifying themselves prior to speaking, and shall open their remarks by stating their name and whether they are a Cooperative Member. Time allotted by the Board for each speaker cannot be shared or allotted with other speakers. The allotted time shall include and commence from the

beginning of the speaker's remarks and include any time that passes during questioning or colloquy between the speaker and the Board. Additional time may be granted to a person by the Board President, or upon a majority vote of the Board.

3.2.2. When any Member or Participant wishes to provide written or demonstrative materials to the Board or others, such Member or Participant must, prior to the meeting's start, provide the information to the Board Secretary or their designee for distribution.

3.2.3. Participants shall refrain from disruptive or distracting behavior. Personal or character attacks, speaking out of turn, approaching or standing at the Board meeting dais without the permission of the Presiding Officer, or improperly sidetracking the attention of other Participants with subject matter that is irrelevant to PEC or unrelated to PEC are examples of disruptive behavior.

4. DEFINITIONS

4.1. **Participants** – Collectively includes Cooperative Board Directors, employees, Members, or any other attendees at PEC business meetings or functions.

5. PROCEDURE RESPONSIBILITIES

5.1. PEC Business Meetings or Functions. Directors and Employees shall maintain order and preserve the decorum of any business meeting or function conducted on or off the Cooperative premises.

5.2. Board Meetings. The Presiding Officer shall maintain order and preserve the decorum of Board meetings as provided in this Policy. Each Board Director shall cooperate with the Presiding Officer in preserving order and decorum, and no Participant shall, by conversation or otherwise, delay or interrupt the proceedings of the Board, nor disturb any person while speaking.

6. POLICY ENFORCEMENT

6.1. When Member or Participant behavior violates this Policy, is severe, or threatens physical safety or property, the Presiding Officer, CEO, or responsible Cooperative employee may require the Member or Participant to leave the PEC premises, meeting, function, or discussion.

6.2. Repeated or Severe Violation

6.2.1. PEC Business Meetings or Functions. Upon repeated or severe violation of this Policy, the Board, CEO, or their designee, may prohibit a person from attendance at PEC meetings, functions, or discussions. The duration of the prohibition shall be based upon the severity and nature of the violation.

6.2.2. Board Meetings. Upon repeated or severe violation of this Policy, the Board may prohibit a person from attendance at PEC Board meetings. The duration of the prohibition shall be based upon the severity and nature of the violation.

7. REFERENCES AND RELATED DOCUMENTS

Board Meetings Policy

Robert's Rules of Order Newly Revised (11th ed. Cambridge, Mass.: Perseus Publishing, 2011)

Date adopted:	March 15, 2010
Last reviewed:	October 16, 2020
Review frequency:	Every Five Years
Amendment dates:	September 21, 2015, October 16, 2020
Effective date:	October 16, 2020
Approver:	Board of Directors
Applies to:	All Participants at meetings of the Board of Directors, any other business meeting or function of the Cooperative whether on or off PEC premises.
Administrator:	Board of Directors and CEO
Superseding effect:	This Policy supersedes all previous policies and memoranda concerning the subject matter. Only the Approver may authorize exceptions to this Policy.

File #: 2023-006, **Version:** 1

Resolution - Approval to Amend Tariff and Business Rules - Industrial Rate - N Mack | D Thompson

Submitted By: David Thompson
Department: Markets
Financial Impact and Cost/Benefit Considerations: Expenditure of Cooperative funds is not anticipated to be impacted; expenditures of staff time is not anticipated to be impacted. Recommended changes to the Industrial Power Service Rate schedule better align the rates with the Cooperative's costs to provide service.

The Cooperative's Rate Policy requires a Cost-of-Service Study to be conducted at regular intervals to guide rate design and as an input to the Rate Plan. The Rate Plan defines how the Cooperative anticipates recovering its costs from members for services provided during the upcoming year. The proposed 2023 Rate Plan references review of the Industrial Power Service Rate.

As a component of the Industrial Power Service Rate, the Capacity Demand Charge generally recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs. The Industrial Rate's Capacity Demand Charge is reviewed annually to ensure the rate closely aligns with the cost to provide service. After review, the recommendation is to adjust the Tariff and Business Rules (the "Tariff") as to "Industrial Power Service" Section 500.2.2.3 by decreasing the Capacity Demand Charge from: $0.580000 kW to $0.490000 per kW.

Tariff amendment and effective date is shown below:

- Industrial Power Service, Section 500.2.2.3 - Effective for all bills issued on and after March 1, 2023

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE that the Cooperative approves the amendments to the Tariff and Business Rules as attached hereto with such changes, if any, as were approved by the Board, to become effective upon Board approval, unless otherwise specified in the Tariff and Business Rules; and

BE IT FURTHER RESOLVED that the Chief Executive Officer, or designee, is authorized to take all such actions as needed to implement this resolution.

Approval to Amend Tariff and Business Rules – Industrial Rate

Natalia Mack I Rates Manager

David L. Thompson I VP of Markets

Industrial Distribution Cost Recovery

Background

- Each year, we review the distribution rate for Industrial Power members to ensure full cost recovery of dedicated distribution and substation assets, and corresponding O&M
- All other aspects of the Industrial Rate are direct pass-through monthly

Proposed Rate Change

- Update the Capacity Demand Rate from $0.58 to $0.49 per kWh of Delivered Energy

Industrial Distribution Cost Recovery

Financial Impact

- Cost impact to members depends on member's demand

Proposed Tariff Amendment

- Update Section 500.2.2.3 – Industrial Power Service

Proposed Implementation Timeline and Details

- C&I Team will communicate directly with each affected member
- Effective for all bills issued on and after March 1, 2023

PEC Helpful Links and Rate Contact Information

PEC Document Center -

Includes Rate Policy, Cost of Service Studies, recent rate related Board items

https://www.pec.coop/about-us/your-cooperative/document-center/

PEC Rate Inquiry email address - Rateinquiry@peci.com

PEDERNALES ELECTRIC COOPERATIVE

TARIFF AND BUSINESS RULES
FOR ELECTRIC SERVICE

Pedernales Electric Cooperative, Inc.
201 South Avenue F
P.O. Box 1
Johnson City, Texas 78636-0001

TABLE OF CONTENTS

100 DEFINITIONS 6
200 DESCRIPTION OF THE COOPERATIVE'S SERVICE AREA 10
200.1 COUNTIES SERVED 10
200.2 FRANCHISE CITIES SERVED 10
300 GENERAL SERVICE RULES AND REGULATIONS 11
300.1 GENERAL 11
300.2 AVAILABILITY OF TARIFF 11
300.3 ALTERNATE LANGUAGE REQUIREMENTS 11
300.4 MEMBER ACCESS TO COOPERATIVE RECORDS 11
300.4.1 SUBPOENA RESPONSE SERVICES 11
300.4.2 EASEMENT RELEASE APPLICATION 12
300.5 WAIVERS 12
300.6 NON-DISCRIMINATION 12
300.7 CREDIT WORTHINESS AND SECURITY DEPOSITS 12
300.7.1 CREDIT REQUIREMENTS FOR RESIDENTIAL APPLICANTS 12
300.7.2 CREDIT REQUIREMENTS FOR NON-RESIDENTIAL APPLICANTS 13
300.7.3 DEPOSITS AND GUARANTEE AGREEMENTS 13
300.7.3.1 NEW APPLICANT 13
300.7.3.2 EXISTING MEMBER 14
300.7.3.3 ADDITIONAL DEPOSIT 14
300.7.3.4 DEPOSIT WAIVER DUE TO FAMILY VIOLENCE 14
300.7.3.5 REFUSAL OF SERVICE 14
300.7.4 GUARANTEES OF RESIDENTIAL MEMBER ACCOUNTS 14
300.7.5 AMOUNT OF DEPOSIT 15
300.7.6 INTEREST ON DEPOSITS 15
300.7.7 RECORDS OF DEPOSITS 16
300.7.8 REFUNDING DEPOSITS AND VOIDING LETTERS OF GUARANTEE 16
300.7.9 RE-ESTABLISHMENT OF CREDIT 16
300.8 ESTABLISHING MEMBERSHIP 17
300.8.1 ESTABLISHING MEMBERSHIP AND MEMBERSHIP FEE 17
300.8.2 ESTABLISHMENT OR TRANSFER FEE 17
300.9 SERVICE 17
300.9.1 CONDITIONS OF SERVICE 17
300.9.2 TIMING OF SERVICE 18
300.9.3 SAME DAY SERVICE FEE 18
300.9.4 SERVICE TO RENTAL LOCATION 18
300.9.5 REFUSAL OF SERVICE 18
300.9.6 CONTINUITY OF SERVICE 19
300.9.7 DISCONTINUATION OF SERVICE 19
300.9.7.1 VOLUNTARY MEMBER DISCONNECTION 19
300.9.7.2 COOPERATIVE DISCONNECTION 19
300.9.7.2.1 DISCONNECTION WITH NOTICE 19
300.9.7.2.2 DISCONNECTION WITHOUT PRIOR NOTICE 20
300.9.7.2.3 DISCONNECTION PROHIBITED 20
300.9.7.2.4 DISCONNECTION DUE TO COOPERATIVE ABANDONMENT 21
300.9.7.2.5 DISCONNECTION OF PAYMENT ASSISTANCE MEMBERS 21
300.9.7.2.6 DISCONNECTION DURING EXTREME WEATHER 21
300.9.7.2.7 DISCONNECTION DURING WEEKEND OR HOLIDAY 21
300.9.7.2.8 DISCONNECTION NOTICES 21
300.9.8 SWITCHOVER AND DISCONNECT FEES 22
300.9.9 RECONNECTION FEE 22

300.9.10 MEDICAL NECESSITY PROGRAM 22
300.9.11 CRITICAL LOAD PROGRAM 23
300.9.12 RECORD OF INTERRUPTION 23
300.10 EMERGENCY OPERATIONS PLAN 23
300.11 BILLING AND PAYMENT 23
300.11.1 BILLING RECORDS RETENTION 24
300.11.2 PAYMENT 24
300.11.3 PAYMENT PLANS 24
300.11.3.1 PRE-PAID PAYMENT PLAN 24
300.11.3.2 INSTALLMENT PLAN 26
300.11.3.3 FIXED PAYMENT PLAN 27
300.11.3.4 AVERAGE PAYMENT PLAN 27
300.11.3.5 CREDIT CARD PAYMENT PLAN 27
300.11.3.6 BANK DRAFT PAYMENT PLAN 27
300.11.4 LATE PAYMENT PROCESSING FEES 27
300.11.5 LOAN LATE FEES 28
300.11.6 RETURNED CHECK / DENIED BANK DRAFT / DENIED CREDIT CARD 28
300.11.7 PAYMENT DEADLINE EXTENSION 28
300.11.8 PAYMENT DEADLINE EXTENSION FOR ELDERLY RESIDENTIAL MEMBERS 28
300.11.9 NON-PAYMENT DISCONNECT AND RECONNECT FEE 28
300.11.10 TRANSFERS OF DELINQUENT BALANCES 28
300.12 VOLTAGE DESIGNATIONS 29
300.13 MEASUREMENT AND METERING OF SERVICE 29
300.13.1 METERING REQUIREMENTS 29
300.13.2 METER RECORDS 30
300.13.3 METER READINGS 30
300.13.4 METER TESTING 30
300.13.5 ADJUSTMENTS DUE TO METER ERRORS 31
300.13.6 ADVANCE METERING OPT OUT PROGRAM 31
300.13.6.1 METER EXCHANGE FEE 31
300.13.6.1.1 METER READINGS AND METER READING FEE 31
300.13.7 METER TAMPERING; THEFT OF ELECTRIC SERVICE 32
300.13.8 METER TEST FEE 32
300.14 DISPUTE RESOLUTION 32
300.14.1 BILLING DISCREPANCIES OR ADJUSTMENTS 33
300.14.1.1 UNDER-BILLING 33
300.14.1.2 OVER-BILLING 33
300.14.2 POWER FACTOR ADJUSTMENT 33
300.14.3 REFUNDS 33
300.14.4 MEMBER COMPLAINTS 33
400 LINE EXTENSION POLICY 34
400.1 OVERVIEW 34
400.2 RESIDENTIAL SERVICE 34
400.3 RESIDENTIAL DEVELOPMENTS 35
400.4 NON-RESIDENTIAL SERVICE 36
400.5 NON-RESIDENTIAL DEVELOPMENTS 37
400.6 PRIMARY LEVEL SERVICE 38
400.7 UNDERGROUND SERVICE 38
400.8 STANDARD DELIVERY SERVICE AND FACILITIES 39
400.9 NON-STANDARD DELIVERY SERVICE AND FACILITIES 39
400.10 ROUTING 40
400.11 AREA LIGHTING 40
400.12 UNMETERED NON-RESIDENTIAL SERVICE 40
400.13 NON-PERMANENT SERVICE 40

400.14 SERVICE UPGRADES TO EXISTING COOPERATIVE FACILITIES 40
400.15 SYSTEM IMPACT FEE 41
400.16 PLANNING REDESIGN FEES 41
400.17 AFTER-HOURS SERVICE 41
400.18 MISCELLANEOUS TRIP FEE 41
400.19 NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION 41
400.20 DE-ENERGIZATION AND LINE CLEARANCES 41
400.21 OWNERSHIP OF COOPERATIVE FACILITIES 41
400.22 REMOVAL AND/OR RELOCATION OF COOPERATIVE FACILITIES 41
500 RATES 43
500.1 MEMBER CHARGES, CREDITS AND ADJUSTMENTS 43
500.1.1 SERVICE AVAILABILITY CHARGE 43
500.1.2 EBILLING BILLING CREDIT 43
500.1.3 EDRAFT BILLING CREDIT 43
500.1.4 DELIVERY CHARGE 43
500.1.5 CAPACITY DEMAND CHARGE 44
500.1.6 PEAK DEMAND CHARGE 44
500.1.7 BASE POWER CHARGE 44
500.1.7.1 FLAT BASE POWER CHARGE 44
500.1.7.2 TIME-OF-USE BASE POWER CHARGE 45
500.1.8 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE 45
500.1.8.1 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KWH 46
500.1.8.2 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KW 46
500.1.9 COMMUNITY SOLAR TRANSMISSION COST ADJUSTMENT (STCA) 46
500.1.10 PRIMARY SERVICE ADJUSTMENT (PSA) 46
500.1.11 RENEWABLE ENERGY RIDER CHARGE 47
500.1.12 SUSTAINABLE POWER CREDIT 47
500.1.13 WHOLESALE ENERGY CREDIT 47
500.1.14 FRANCHISE FEE 48
500.1.15 SALES TAX 48
500.1.16 COOPERATIVE OWNED LAMP CHARGE 48
500.1.17 POWER OF CHANGE 49
500.1.18 CAPITAL CREDITS 49
500.1.19 MISCELLANEOUS PASS-THROUGH CHARGE 50
500.1.20 TEMPORARY WINTER STORM SURCHARGE 50
500.2 RATE SCHEDULES 51
500.2.1 RESIDENTIAL, FARM AND RANCH SERVICE 51
500.2.1.1 RESIDENTIAL, FARM AND RANCH SERVICE 51
500.2.2 NON-RESIDENTIAL SERVICE 51
500.2.2.1 SMALL POWER SERVICE 51
500.2.2.2 LARGE POWER SERVICE 52
500.2.2.3 INDUSTRIAL POWER SERVICE 52
500.2.2.4 TRANSMISSION LEVEL SERVICE 53
500.2.2.5 ELECTRIC VEHICLE PUBLIC CHARGE STATION RATE 53
500.3 RATE PROGRAMS 54
500.3.1 INTERCONNECT RATE 54
500.3.2 INTERCONNECT WHOLESALE ENERGY RATE 54
500.3.3 COMMUNITY SOLAR RATE 55
500.3.4 MILITARY BASE DISCOUNT 56
500.3.5 ECONOMIC DEVELOPMENT DISCOUNT 57
500.3.6 UNMETERED DEVICE SERVICE 57
500.3.6.1 UNMETERED LIGHTING DEVICE SERVICE 58

500.3.6.2 UNMETERED NON-LIGHTING DEVICE SERVICE 59
500.4 FEE SCHEDULE 60
600 INTERCONNECTION POLICY 62
600.1 GENERAL 62
600.2 LIMITATIONS WITH REGARD TO METERS AND FACILITIES 62
600.3 COMPLIANCE WITH ALL LAWS, REGULATIONS, AND STANDARDS 62
600.4 MEMBER REQUIREMENTS 62
600.5 COOPERATIVE REVIEW OF PROPOSED DG FACILITY 63
700 APPENDICES 64
700.1 MEMBERSHIP APPLICATION AND CERTIFICATE 64
700.2 RESIDENTIAL LETTER OF GUARANTEE 65
700.3 PREPAID PAYMENT OPTION MEMBER AGREEMENT 67
700.4 MEDICAL NECESSITY PROGRAM APPLICATION 69
700.5 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) 72
700.6 INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) 74
700.7 PRIMARY LEVEL SERVICE AGREEMENT 78
700.8 APPLICATION FOR EASEMENT RELEASE 79

100 DEFINITIONS

The following definitions apply to the Tariff and Business Rules for Electric Service, ("Tariff") of Pedernales Electric Cooperative, Inc. ("PEC" or "Cooperative"), including the service rules and regulations, policies, rate schedules and riders, and any service agreements made pursuant to this Tariff, unless specifically defined otherwise therein.

Applicant – A Person applying for membership into the Cooperative or a Member, property owner, developer, or home builder applying for a line extension, upgrade, or removal and/or relocation or modification of electric service facilities.

Billing Determinant – Measured, calculated, or specified values used to determine the Cooperative's Rates, charges, credits, and adjustments. These values may include, but are not limited to, measurements of kilowatt-hours (kWh), actual monthly Non-Coincident Peak (NCP) demand in kilowatts (kW), annual NCP demand in kilowatts (kW), Four (4) Coincident Peak Demand in kilowatts (kW), billing demand in kilowatts (kW), Power Factor, Community Solar Energy Units, Unit Energy Allocation, Solar Energy, Net Energy, and number of lamps.

Business Day – All days the Cooperative business offices are open, which includes all weekdays not including Cooperative Holidays.

Capacity Demand – The maximum demand (kW) of power consumed, measured on a fifteen (15) minute interval basis within the billing period as applicable.

Commission – The Public Utility Commission of Texas.

Contribution in Aid of Construction (CIAC) – Payment by Applicant to the Cooperative for line extensions, upgrades, or expansions in excess of allowable investments by the Cooperative, or for nonstandard service facilities, removals, or relocations.

Cooperative – Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation organized and operating under the Electric Cooperative Corporation Act, Texas Utilities Code Annotated, Chapter 161, or a predecessor statute to Chapter 161, and operating under that chapter.

Cooperative Facilities – All the plant and equipment of the Cooperative, including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the business of the Cooperative, including any construction work in progress.

Cost Calculation – A calculation of the cost to extend electric service for Residential Service or Non-Residential Service. The Cost Calculation will include labor and materials used in constructing the line extension, as well as engineering, right-of-way acquisition and clearing to the extent undertaken by the Cooperative or its agents, and all other costs directly attributable to the extension.

Delivered Energy – The total energy (kWh) delivered to a Member during a billing cycle through the Cooperative's Delivery System.

Delivery System – The electric lines and other equipment, including transformers, owned by Cooperative, and the meters, including non-Cooperative owned meters, used in the delivery of electric power and energy.

Development Cost Calculation – A calculation of the cost to extend electric service to a residential subdivision or development, or non-residential development. The Development Cost Calculation will include labor and materials used in constructing the line extension, as well as engineering, right-of-way

acquisition and clearing to the extent undertaken by the Cooperative or its agents, and all other costs directly attributable to the extension.

Distributed Generation (DG) – An electrical generating facility located at a Member's service location, which may be connected in parallel to the Delivery System.

Four (4) Coincident Peak (4CP) – The average of the monthly 15-minute demand for each of the months of June, July, August and September at the same time as the greatest ERCOT system 15-minute demand for the months of June, July, August and September.

Four (4) Coincident Peak (4CP) Demand – The demand (kW) measured during the 4CP.

Good Utility Practice – The meaning as assigned to this term in the Commission's Substantive Rule 25.5, Definitions.

Guarantor – A Member of the Cooperative who takes on a financial responsibility for an Applicant applying for service.

Holiday – Days the Cooperative does not consider a Business Day or days the Cooperative observes as holidays by not having hours of operation.

Individual Private Dwelling – A fixed, permanent residential structure. This term includes a mobile home that has been affixed in its permanent location. This term does not include self-propelled and non-self-propelled recreational vehicles that have no foundation other than wheels, jacks, or skirting.

Interconnection – The physical connection of a DG facility to the utility system in accordance with the requirements of the Interconnection Policy of the Cooperative.

Interconnection Agreement – The agreement which sets forth the contractual conditions under which the Cooperative and a Member agree that one (1) or more facilities will interconnect with the Delivery System.

Installment Plan – An agreement between the Cooperative and a Residential Service Member that allows the Member to pay an outstanding bill on installments extending beyond the bill's due date.

Landlord Provision – An owner or property manager acting as a landlord may apply for service and pay all applicable fees one time. Upon a tenants' disconnection, the landlord is automatically reconnected without being held liable for a tenant's bill nor charged additional establishment or interruption of service fees.

Load Zone – A group of electrical buses assigned to the same geographic region as designated by ERCOT.

Member – Any Person, firm, corporation, or body politic that has applied for electric service and has paid the Cooperative's membership fee.

Member Class – A group of Members with similar electric usage and service characteristics (i.e. residential, small power, large power) taking service under one (1) or more rate schedules.

Multi-Family Dwelling – Building(s) containing two (2) or more dwelling units, rented primarily for non-transient use, and with rent paid at intervals of one (1) week or longer. Multi-Family Dwelling includes residential condominiums, whether rented or owner occupied.

Municipality – A city, incorporated village, or town, existing, created, or organized under the general, home rule, or special laws of the State of Texas.

Net Operating Margins – The excess revenue remaining after all operating expenses, including but not limited to, cost of power, depreciation, interest, and taxes have been deducted from the Cooperative's total operating revenue.

Non-Residential Service – Service provided to Members who meet the qualifications for service in Section 500.2.2, Non-Residential Service.

Parallel Operation – The operation of on-site DG while the customer connects to the Cooperative's Delivery System.

Payment Plan – Any agreement between the Cooperative and a Member that allows a Member to pay the outstanding bill after its due date.

Peak Demand – The maximum demand (kW) of power consumed measured on an hourly interval basis during the Peak and the Super Peak time periods as applicable.

Person – Any natural person or business entity or trust.

Point of Delivery – The point, as determined by the Cooperative, at which electric power and energy leaves the Delivery System. For residential installations, the Applicant will install and be solely responsible for the wiring of the installation and all service entrance wiring through the weather head and the meter base to the Applicant's main disconnect switch or service center. For non-residential installations, the Applicant will install and be solely responsible for the wiring of the installation on Applicant's side of the Point of Delivery regardless of the metering location provided that the voltage service level at the metering location is the same as that of the delivery point.

Premises – A tract of land or real estate including buildings and other appurtenances thereon.

Primary Account – For a Member that has multiple accounts, the account to which the membership fee is assigned and determines the Members' voting district.

Primary Level Service – Service delivered at any one of the Cooperative's standard service voltages delivered after one (1) Cooperative transformation (other than by use of autotransformers) from a transmission voltage.

Qualifying Cogenerator – The meaning as assigned to this term by 16 U.S.C. §796 (18) (C).

Qualifying Cogeneration Facility – The meaning as assigned to this term by 16 U.S.C. §796 (18) (B).

Qualifying Facility – Either a Qualifying Small Power Producer or Qualifying Cogeneration Facility.

Qualifying Small Power Producer – The meaning as assigned to this term by 16 U.S.C. §796 (17) (D).

Rate – Includes:

1. Any compensation, tariff, charge, adjustment, credit, rider, fare, toll, rental, or classification that is directly or indirectly demanded, observed, charged, or collected by the Cooperative for a service, product, or commodity; and
2. A rule, practice, or contract affecting the compensation, tariff, charge, fare, toll, rental, or classification.

Real Time Market – Energy transactions occurring within the current instant in time in the ERCOT market.

Received Energy – The surplus energy generated by a DG system with an Interconnection Agreement received by the Cooperative's Delivery System during a billing cycle.

Residential Service – Service provided to Members who meet the qualifications for service in Section 500.2.1, Residential, Farm and Ranch Service.

Secondary Level Service – Service delivered at any one of the Cooperative's standard service voltages delivered after two (2) or more Cooperative transformations (other than by use of autotransformers) from a transmission voltage.

Service – The term includes any act performed, anything supplied, and any Cooperative Facilities used or supplied by the Cooperative in the performance of its duties.

Settlement Point Price – The price calculated for the Load Zone for each 15-minute settlement interval in Real-Time Market operations.

Tenant – A Person who is entitled to occupy a dwelling unit to the exclusion of others and who is obligated to pay for the occupancy under a written or oral rental agreement.

Transmission Level Service – Service delivered at the Cooperative's standard transmission service voltage.

200 DESCRIPTION OF THE COOPERATIVE'S SERVICE AREA

PEC may serve all or a portion of the counties and cities listed below.

200.1 COUNTIES SERVED

Bell County
Bexar County
Blanco County
Burnet County
Caldwell County
Comal County
Edwards County
Gillespie County
Guadalupe County
Hays County
Kendall County
Kerr County
Kimble County
Kinney County
Lampasas County
Llano County
Mason County
Menard County
Real County
San Saba County
Schleicher County
Sutton County
Travis County
Williamson County

200.2 FRANCHISE CITIES SERVED

Austin
Bertram
Blanco
Boerne
Buda
Bulverde
Cedar Park
Cottonwood Shores
Creedmoor
Dripping Springs
Fair Oaks Ranch
Florence
Georgetown
Granite Shoals
Hays
Highland Haven
Horseshoe Bay
Johnson City
Jonestown
Junction
Kempner
Kyle
Lago Vista
Lakeway
Leander
Liberty Hill
Marble Falls
Meadowlakes
Mountain City
Mustang Ridge
Niederwald
Point Venture
Round Mountain
Round Rock
San Leanna
San Marcos
Spring Branch
The Hills
Uhland
Bear Creek
Briarcliff
Volente
Weir
Wimberley
Woodcreek

300 GENERAL SERVICE RULES AND REGULATIONS

300.1 GENERAL

This Tariff contains all Rates stated separately by type of service and the rules and regulations of the Cooperative affecting Rates, terms and conditions of service. The Tariff is intended to provide uniformity in the delivery of power and energy services to all Members within the Cooperative's service area.

The Cooperative will construct, own, operate, and maintain its Delivery System in accordance with Cooperative standards and Good Utility Practice for the delivery of electric power and energy.

The Cooperative will provide all Members access to the Delivery System pursuant to this Tariff, which establishes the Rates, terms and conditions, and policies for such access.

The Cooperative Rates will provide access to the Delivery System on a non-discriminatory basis to all Members.

300.2 AVAILABILITY OF TARIFF

The Tariff will be accessible on the Cooperative's website or as requested. The Cooperative will provide copies of this Tariff at each office where applications are received, at a Member's request.

300.3 ALTERNATE LANGUAGE REQUIREMENTS

The Cooperative may provide information in English, Spanish, and any other language as the Cooperative deems necessary.

300.4 MEMBER ACCESS TO COOPERATIVE RECORDS

A Member, upon written request, is entitled to examine and copy (at the Member's expense), at any reasonable time, the books, and records of the Cooperative subject to the conditions of the Cooperative's Open Records Policy.

Requests for information are restricted to Members of the Cooperative. The Open Records Policy does not require the creation of Records (as defined in the Open Records Policy). The Cooperative reserves the right to charge an Open Records fee to the Member, payable in advance, if fulfilling the request, or a series of substantively related requests, requires large amounts of employee time or other materials and services to fulfill the request. All fee amounts are per Section 500.4, Fee Schedule.

Please direct all Member requests for information to:

Open Records Request
Pedernales Electric Cooperative, Inc.
P.O. Box 1, Johnson City, TX 78636

- or -

openrecords@peci.com

300.4.1 SUBPOENA RESPONSE SERVICES

If records are requested by subpoena, the Cooperative may charge the requester an hourly fee to answer the request. All fee amounts are per Section 500.4, Fee Schedule.

300.4.2 EASEMENT RELEASE APPLICATION

The Cooperative will assess a fee for processing an Application for Easement Release. A Member may contact the Cooperative for an Application for Easement Release. All fee amounts are per Section 500.4, Fee Schedule.

300.5 WAIVERS

The Cooperative's credit and deposit requirements are subject to change at any time by the Board of Directors. For good cause, including for natural disasters or other declared emergencies, the Chief Executive Officer may waive, suspend, or modify any credit or deposit requirement, the establishment fee, same day service fee, and reconnection fee for a limited duration to address the circumstances. The Chief Executive Officer must inform the Board of Directors at its next regular meeting of all actions taken.

300.6 NON-DISCRIMINATION

The Cooperative will not discriminate based on race, color, nationality, religion, sex, marital status, disability, income level, or source of income, and will not unreasonably discriminate based on geographic location.

300.7 CREDIT WORTHINESS AND SECURITY DEPOSITS

300.7.1 CREDIT REQUIREMENTS FOR RESIDENTIAL APPLICANTS

The Cooperative will require an Applicant for Residential Service or an existing residential Member to establish and maintain satisfactory credit as a condition of providing service.

Establishment of credit will not relieve any Member from complying with the Cooperative's requirements for prompt payment of bills.

The Cooperative will equally apply credit worthiness to both spouses for twelve (12) months immediately after a divorce.

An Applicant for Residential Service or an existing Residential Service Member can establish satisfactory credit by any of the following:

1. Clearing any unpaid or delinquent balances prior to re-establishing service with the Cooperative;

2. Meeting and adhering to the Cooperative’s payment policies and/or Payment Plan such that:

    a. During the most recent twelve (12) consecutive months of service the Member is not late in paying a bill more than once;

    b. The Member does not have service disconnected for nonpayment; and

    c. The Member does not have more than one (1) returned check.

3. Having had a credit risk assessment conducted by the Cooperative or on its behalf and receiving a satisfactory credit risk assessment; or

4. Providing customer history from any electric service provider for the same kind of service within the last two (2) years; was not delinquent more than once in payment of any such electric service account in the most recent twelve (12) consecutive months of service, and provides a satisfactory letter of credit history from the Applicant's previous electric service provider.

300.7.2 CREDIT REQUIREMENTS FOR NON-RESIDENTIAL APPLICANTS

For Non-Residential service, if an Applicant's or existing Member's credit has not been demonstrated satisfactorily to the Cooperative, the Applicant may be required to pay a deposit in an amount not to exceed one-sixth (1/6th) of the annual estimated bill.

An Applicant for Non-Residential Service or an existing non-residential Member can establish satisfactory credit by:

1. Clearing any unpaid or delinquent balances prior to re-establishing service with the Cooperative;

2. Meeting and adhering to the Cooperative's payment policies and/or Payment Plan such that:

    a. During the most recent twenty-four (24) consecutive months of service the Member is not late in paying a bill more than once;

    b. The Member does not have service disconnected for nonpayment; and

    c. The Member does not have more than one (1) returned check.

3. Providing customer history from any electric service provider for the same kind of service within the last two (2) years; was not delinquent more than once in payment of any such electric service account in the twenty-four (24) consecutive months of service, and provides a satisfactory letter of credit history from the Applicant's previous electric service provider; or

4. Having had a credit risk assessment conducted by the Cooperative or on its behalf and receiving a satisfactory credit risk assessment.

300.7.3 DEPOSITS AND GUARANTEE AGREEMENTS

300.7.3.1 NEW APPLICANT

Upon application, if an Applicant is not credit worthy per Sections 300.7.3.1, New Applicant or Section 300.7.3.2, Existing Member, they will be required to pay the following deposits, unless they qualify and choose the residential Pre-paid Payment Plan or Bank Draft Payment Plan option:

1. A fixed deposit in the amount of one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential service in the event the Applicant fails to provide complete, accurate, and verifiable identification information when requested by the Cooperative when applying for electric service; or

2. A fixed deposit in the amount of either seventy-five dollars ($75.00) or one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential Service in the event the Applicant fails to either:

    a. Provide a satisfactory letter of credit history from its previous electric service provider; or

    b. Receive a satisfactory credit risk assessment conducted by the Cooperative or on its behalf. The amount of the deposit due will be based on a credit risk assessment.

300.7.3.2 EXISTING MEMBER

An existing Member applying for additional electric service is required to pay the following charges, unless they qualify and choose the residential Pre-paid Payment Plan or Bank Draft Payment Plan option:

1. A fixed deposit in the amount of one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential Service in the event the Member fails to provide complete, accurate and verifiable identification information when requested by the Cooperative when applying for additional electric service; or

2. A fixed deposit in the amount of either seventy-five dollars ($75.00) or one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for a Non-Residential Service in the event the Member failed to satisfactorily demonstrate to the Cooperative the Member's credit worthiness or otherwise demonstrated a previous history of neglect to fulfill membership obligations. Examples include, but not limited to, paying a bill late more than once during the most recent twelve (12) consecutive months of service for Residential or twenty-four (24) consecutive months for Non-Residential Service, disconnection for nonpayment, failure to meet obligations under an installment plan, return of a check for insufficient funds, theft of service, meter tampering, safety code violations or fraud. The Cooperative bases the amount of the deposit due on a credit risk assessment.

If the Member applying for additional electric service has less than twelve (12) consecutive months of service, the Member may provide a satisfactory letter of credit history from its previous electric service provider or have a credit risk assessment conducted by the Cooperative on its behalf and receive a satisfactory credit risk assessment.

300.7.3.3 ADDITIONAL DEPOSIT

If the Applicant or existing Member has already paid a fixed deposit, the Applicant may be required to pay an additional deposit up to a total deposit amount not to exceed one-sixth (1/6th) of the annual estimated bill.

300.7.3.4 DEPOSIT WAIVER DUE TO FAMILY VIOLENCE

If the Applicant or existing Member has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, such Person will not be required to pay either an initial or additional deposit when establishing new service. This determination will be evidenced by submission to the Cooperative of a certification letter developed by the Texas Council on Family Violence within ten (10) Business Days of the application for service. This waiver will only be applied toward an initial or additional deposit for a single location for the Applicant or existing Member unless another certification letter is later provided. Any reconnections after nonpayment will be subject to payment of the past due balance, reconnection fee, deposits, and any other fees required. All fee amounts are per Section 500.4, Fee Schedule.

300.7.3.5 REFUSAL OF SERVICE

The Cooperative may refuse to provide service to an Applicant if the requested deposit is not paid at the initiation of service. The Cooperative may also refuse to reconnect service to an Applicant or existing Member if the requested deposit is not paid upon request.

300.7.4 GUARANTEES OF RESIDENTIAL MEMBER ACCOUNTS

The Cooperative will allow an Applicant that cannot meet the credit requirements as defined in Section 300.7, Credit Worthiness and Security Deposits, to have a Guarantor sign an agreement that fulfills the credit requirements on their behalf. A guarantee agreement between the Cooperative

and a Guarantor with satisfactory credit must be in writing and will be for no more than the amount of the initial deposit the Cooperative would require on the Applicant's account pursuant to Section 300.7.3.1, New Applicant.

1. A Guarantor can establish satisfactory credit by meeting and adhering to the Cooperative's payment policies and/or Payment Plans such that:

    a. During the most recent twelve (12) consecutive months of service the Guarantor is not late in paying a bill more than once;

    b. During the most recent twelve (12) consecutive months of service the Guarantor has not had service disconnected for nonpayment; and

    c. During the most recent twelve (12) consecutive months of service the Guarantor has not had more than one (1) returned check.

2. The Cooperative will void and return the guarantee to the Guarantor according to the provisions of Section 300.7.8, Refunding Deposits and Voiding Letters of Guarantee.

3. Upon default by a residential Member, the Guarantor of that Member's account will be responsible for the unpaid balance of the account only up to the amount agreed to in the written agreement.

4. The Cooperative will provide written notification to the Guarantor of the Member's default, the amount owed by the Guarantor, and the due date for the amount owed.

5. The Cooperative will provide the Guarantor a bill which will include the payment due date which will not be less than sixteen (16) calendar days after issuance.

6. The Cooperative may transfer the amount owed on the defaulted account to the Guarantor's own service bill, provided it separately identifies the guaranteed amount owed on the Guarantor's bill.

7. The Cooperative may disconnect service to the Guarantor for nonpayment of the guaranteed amount.

300.7.5 AMOUNT OF DEPOSIT

The total deposit(s) from an Applicant or Member will not exceed one-sixth (1/6th) of the estimated annual billing for the account unless the Member or Applicant is subject to the fixed deposit amount described in Section 300.7.3, Deposits and Guarantee Agreements, in which case the amount of the deposit will not be less than the amount of those fixed deposit(s).

300.7.6 INTEREST ON DEPOSITS

The Cooperative will pay interest on any required deposits at an annual rate at least equal to that set by the Commission on December first (1st) of the preceding year, pursuant to Texas Utilities Code §183.003. If a deposit is refunded, payment of interest will be made retroactive to the date of the deposit.

Payment of the interest will be made to the Member annually or at the time the deposit is returned or credited to the Member's account.

The deposit will cease to draw interest on the date it is returned or credited to the Member's account.

300.7.7 RECORDS OF DEPOSITS

The Cooperative will keep the following records:

1. The name and address of each depositor;

2. The amount and date of the deposit; and

3. Each transaction concerning the deposit.

The Cooperative will issue a receipt of deposit to each Applicant paying a deposit and will provide means for a depositor to establish a claim if the receipt is lost.

The Cooperative will maintain a record of each unclaimed deposit for at least four (4) years.

The Cooperative will make a reasonable effort to return unclaimed deposits.

300.7.8 REFUNDING DEPOSITS AND VOIDING LETTERS OF GUARANTEE

If service is not connected or is disconnected, the Cooperative will promptly refund the Applicant's deposit, plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished and void and return to the guarantor all letters of guarantee on the account or provide written documentation that the contract has been voided.

The Cooperative will promptly refund the deposit plus accrued interest to the Member or credit the amount of the deposit and accrued interest to the Member's account or void and return the guarantee or provide written documentation that the contract has been voided when the following conditions are all met.

1. Member has paid bills for Residential Service for twelve (12) consecutive billing months or when the Member has paid bills for Non-Residential Service for twenty-four (24) consecutive billing months;

2. During that time service was not disconnected for nonpayment of a bill; and

3. During that time Member was not delinquent in the payment of bills more than once.

The deposit may be retained if the Member:

1. Does not meet the foregoing refund criteria; or

2. Failed to provide complete, accurate, and verifiable identification information when requested by the Cooperative.

The letter of guarantee may be retained if the Member does not meet the foregoing refund criteria.

300.7.9 RE-ESTABLISHMENT OF CREDIT

A Member whose service has been disconnected for nonpayment of bills or theft of service (meter tampering or bypassing of meter) will be required, before service is reconnected, to pay all amounts due to the Cooperative, including reconnection and other applicable fees, and reestablish credit. All fee amounts are per Section 500.4, Fee Schedule.

300.8 ESTABLISHING MEMBERSHIP

300.8.1 ESTABLISHING MEMBERSHIP AND MEMBERSHIP FEE

Membership in the Cooperative is required for service. A Person that is a Member of the Cooperative will be entitled to a single or joint membership, no matter how many meters or accounts the Member has. A fee will be required with the initial application for service and establishes the Primary Account. At that time, the fee will be applied to the Member's open account or applied to the outstanding account balance of the last open account. Termination of membership does not release a Member or Member's estate from debts owed to the Cooperative. Additional fees may be required for each additional service connection requested by the Member, but the Cooperative will not charge an additional membership fee due to the creation of additional service connections by the Member. The Cooperative will retain the membership fee until the membership terminates or the property sells. All fee amounts are per Section 500.4, Fee Schedule.

300.8.2 ESTABLISHMENT OR TRANSFER FEE

There will be a fee collected for connecting service and/or transferring account information per service location. All fee amounts are per Section 500.4, Fee Schedule.

300.9 SERVICE

This section applies to all locations within the Cooperative's service area, according to the type of service provided and subject to the provisions of the Cooperative's Rates and Line Extension Policy and any other applicable provisions of the Tariff. These rules will not relieve in any way the Cooperative or Member from any of their duties under the laws of the State of Texas or the United States.

300.9.1 CONDITIONS OF SERVICE

The Cooperative will provide electric service to all Applicants within its service area, provided the following conditions are met:

1. The Applicant pays a membership fee and any other amounts required by the Cooperative's rules, including amounts required in Section 300.7, Credit Worthiness and Security Deposits;

2. The Applicant is not delinquent on a past or present account;

3. The Applicant accepts the terms for membership and rules for service, and provides the Cooperative with information reasonably required to verify the identity of the Applicant;

4. The Applicant provides a billing address or an email address for purposes of billing notification;

5. The Applicant grants the Cooperative easement rights and acquires all necessary easements from adjacent landowners on a form acceptable to the Cooperative for its facilities. All costs and expenses, if any, related to the acquisition of easements to serve the Applicant will be the responsibility of the Applicant, including the Cooperative's costs and expenses if the Cooperative participates in the acquisition of the easements through condemnation proceedings;

6. The Applicant provides a meter loop conforming to the Cooperative's standards and the National Electrical Code (NEC);

7. The Applicant's installation and equipment must not be hazardous or of such type that satisfactory service cannot be given;

8. The Applicant will grant access to the Cooperative or its authorized contractors or agents at all reasonable hours, or at any hour if for the sole purpose of restoring power, maintaining,

upgrading, construction, or repairs of Cooperative Facilities, and perform other activities necessary to provide electrical service, including collection activity and vegetation management that in the opinion of the Cooperative may constitute a hazard to Cooperative personnel or facilities, or to the provision of electrical service. Applicant may ask the authorized contractor or agent to exhibit a photo identification badge to gain access. Failure to provide access to Cooperative Facilities may result in suspension of electrical service; and

9. The Cooperative can provide service from existing Cooperative lines or the Cooperative can build new power lines as detailed in Section 400, Line Extension Policy.

300.9.2 TIMING OF SERVICE

Applications for new electric service not involving line extensions or construction of new facilities will be connected no later than three (3) Business Days after the Applicant has met the credit requirements in Section 300.7, Credit Worthiness and Security Deposits, and complied with all applicable state and municipal regulations.

300.9.3 SAME DAY SERVICE FEE

If an Applicant or a Member requests same day connection or reconnection due to nonpayment, any time outside of 8:00 am to 5:00 pm on Business Days, the Cooperative will collect a fee for providing service the same day. All fee amounts are per Section 500.4, Fee Schedule.

300.9.4 SERVICE TO RENTAL LOCATION

The Cooperative's preference is for Individual Private Dwellings or Multi-Family Dwellings to be separately metered, and will be subject to all related provisions and fees herein.

Owners, operators, proprietors, or lessors who provide leased or rented units and require continued service during periods of vacancies will be required to make application for electric service for each leased or rented unit and are encouraged to utilize the Landlord Provision. Owners, operators, proprietors, or lessors will be obligated to pay for such service, and are not required to pay an establishment fee each time a vacancy occurs.

Any tenant may request electric service disconnection for their account and the Cooperative will disconnect service as soon as reasonably possible. If an owner, operator, proprietor, or lessor, establishes an account as provided in this section, those people will be obligated to pay for service during any periods of vacancy.

Upon sale of property, the owners, operators, proprietors, or lessors are responsible for notifying the Cooperative to update the account status. The owners, operators, proprietors, or lessors are responsible for all bills at the locations until such time of notice.

300.9.5 REFUSAL OF SERVICE

The Cooperative may refuse to serve an Applicant for any of the following reasons:

1. The Applicant’s installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given, or the Applicant’s facilities do not comply with all applicable state and municipal regulations;

2. The Applicant fails to comply with the Cooperative’s Tariff pertaining to operation of nonstandard equipment or unauthorized attachments, which interfere with the service of others. The Cooperative will provide the Applicant notice of such refusal and a reasonable amount of time to comply with the Cooperative’s Tariff;

3. The Applicant applies for service at a location where another Member has received, or continues to receive, service and the bill is unpaid at that location, and the Cooperative can

prove the change in identity is made in an attempt to help the other Member avoid or evade payment of the Cooperative's outstanding bill.

4. The Applicant refuses or fails to permit the Cooperative or its authorized contractor or agents access to Cooperative Facilities whether located either at the Applicant's property or across the Applicant's property;

5. The Applicant owes a debt to the Cooperative for the same kind of service requested;

6. The Applicant refuses to pay a deposit that is required in Section 300.7.3, Deposits and Guarantee Agreements; or

7. The Applicant's guarantor on any account refuses to pay the amount agreed to under a guarantee agreement.

If the Cooperative has refused to serve an Applicant, the Cooperative will inform the Applicant of the reason for its refusal and the Applicant may file a complaint as referenced in Section 300.14.4, Member Complaints.

300.9.6 CONTINUITY OF SERVICE

The Cooperative endeavors to provide continuous electric service but makes no guarantees against interruptions. The Cooperative will make all reasonable efforts to prevent interruptions of service. When interruptions occur, the Cooperative will re-establish service within the shortest possible time. If continuous service at a constant voltage is required, the Member must install the necessary equipment. Should Members require three-phase service, they will be responsible for providing and operating such protective equipment as is necessary to protect their equipment from damage resulting from loss of power to one (1) or more phases. If electric service interruption occurs, the Member must determine if the equipment and wiring is functioning properly. Cooperative personnel will not make repairs to Member's wiring or equipment.

The Cooperative will not be held liable for damages caused by interruption, failure to commence delivery, or voltage, wave form, or frequency fluctuation caused by interruption or failure of service or delay in commencing service due to accident or breakdown of plant, lines, or equipment, strike, riot, act of God, order of any court or judge granted in any bona fide adverse legal proceedings, or action or any order of any commission or tribunal having jurisdiction; or, without limitation by the preceding enumeration, any other act or things due to causes beyond its control, to the negligence of the Cooperative, its employee, or contractors, except to the extent that the damages are occasioned by the gross negligence or willful misconduct of the Cooperative.

300.9.7 DISCONTINUATION OF SERVICE

300.9.7.1 VOLUNTARY MEMBER DISCONNECTION

A Member may request disconnection, and the Cooperative will disconnect the service on the date requested by a Member or no later than three (3) Business Days after such date.

300.9.7.2 COOPERATIVE DISCONNECTION

300.9.7.2.1 DISCONNECTION WITH NOTICE

The Cooperative may disconnect service after proper notice, as referenced in Sections 300.11, Billing and Payment, and 300.9.1, Conditions of Service, for the following reasons:

1. Failure to pay a bill for Cooperative services or make a payment arrangement by the date of disconnection and the account is delinquent;

2. Failure to comply with the terms of any payment agreement;

3. Failure to pay a deposit when required;

4. Failure to pay a guaranteed amount when required;

5. Violation of the Cooperative's rules on using service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation; or

6. Refusal or failure to permit the Cooperative or its authorized contractors or agents access to Cooperative Facilities, whether located either at the Member's property or across the Member's property, if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation described in the notice; or

7. Paying a delinquent account balance with a check returned to the Cooperative for insufficient funds.

300.9.7.2.2 DISCONNECTION WITHOUT PRIOR NOTICE

The Cooperative may disconnect service without prior notice for any of the following reasons:

1. Where a known dangerous condition exists. Where accessible, given the nature of the hazardous condition, the Cooperative will post a notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected;

2. Where the Cooperative discovers that service is being obtained in any unlawful manner;

3. If required by any official having authority to order such disconnection (where possible with prior notice);

4. Where service is connected without authority;

5. Where service was reconnected without authority after termination for nonpayment; or

6. Where there has been tampering with the Cooperative's equipment or evidence of theft of service.

300.9.7.2.3 DISCONNECTION PROHIBITED

The Cooperative may not disconnect service for any of the following reasons:

1. Delinquency in payment for the Cooperative's service by a previous occupant of the premises;

2. Failure to pay disputed charges, except for the required average billing payment, until a determination as to the accuracy of the charges has been made by the Cooperative and the Member has been notified of this determination; or

3. Failure to pay charges arising from an under-billing due to any faulty metering, unless the under-billing arises from a theft of service by a Member.

300.9.7.2.4 DISCONNECTION DUE TO COOPERATIVE ABANDONMENT

The Cooperative will not abandon a Member or a certified service area without written notice to its Members and all similar neighboring utilities, and approval from the Commission.

300.9.7.2.5 DISCONNECTION OF PAYMENT ASSISTANCE MEMBERS

The Cooperative cannot terminate service to a delinquent residential Member for a billing period in which the Cooperative receives a pledge, letter of intent, purchase order, or other notification that an energy assistance provider is forwarding sufficient payment to continue service.

300.9.7.2.6 DISCONNECTION DURING EXTREME WEATHER

The Cooperative will not disconnect a residential Member on a day when:

1. The previous day's highest temperature did not exceed thirty-two (32) degrees Fahrenheit, or the temperature is predicted to be at or below that level for the next twenty-four (24) hours, according to the local National Weather Service (NWS) reports for the Member's designated territory, eastern or western; or

2. The previous day's highest temperature exceeded one hundred (100) degrees Fahrenheit, or the predicted temperature is to be at or above that level for the next twenty-four (24) hours, according to the local NWS reports for the Member's designated territory, eastern or western.

300.9.7.2.7 DISCONNECTION DURING WEEKEND OR HOLIDAY

The Cooperative will not disconnect a Member on a weekend day or Holiday.

300.9.7.2.8 DISCONNECTION NOTICES

Any disconnection notice issued by the Cooperative to a Member will:

1. Not be issued before the first calendar day after the bill is due, to enable the Cooperative to determine whether the payment was received by the due date;

2. Be a separate mailing, electronic notice, or hand-delivered notice with a stated date of disconnection with the words "disconnection notice" or similar language prominently displayed;

3. Have a disconnection date not less than seven (7) calendar days after the Cooperative issues notice;

4. Be written in English and Spanish; and

5. Include a statement notifying the Member that if they need assistance paying their bill by the due date, or are ill and unable to pay their bill, they may be able to make an alternate Payment Plan, establish an installment plan, or possibly secure payment assistance. The notice will also advise the Member to contact the Cooperative for more information.

300.9.8 SWITCHOVER AND DISCONNECT FEES

In cases where the Cooperative provides electric service to a Member and the Member requests disconnection to obtain electric service from another utility certified to that area, the following rules will apply.

1. The Member will request the Cooperative, in writing, to disconnect electric service from the desired location.

2. The Member will pay the following charges prior to disconnection:

    a. All applicable fees and costs to cover labor and transportation costs involved in the disconnection;

    b. A charge for distribution facilities rendered idle from the disconnection and not useable elsewhere on the system based on the original cost of such facilities less accumulated depreciation, salvage, and any previous CIAC;
    c. A charge for the labor and transportation costs involved in removing any idle facilities. This charge only applies if the disconnecting Member requests removal, if removal is required for safety reasons, or if the salvage value of the facilities does not exceed such removal costs; and

    d. All charges for electric service up to the date of disconnection.

Upon payment of the above charges, the Member will receive a paid receipt from the Cooperative for presentation to the connecting utility.

The Cooperative will advise the Member that the connecting electric utility may not provide service to Member until such connecting utility has evidence that the Member has paid all charges provided for under this tariff.

All fee amounts are per Section 500.4, Fee Schedule.

300.9.9 RECONNECTION FEE

The Cooperative will assess a fee for reconnection after nonpayment. Service reconnections for nonpayment after business hours are at the Cooperative's discretion. In the event the Cooperative performs any service reconnections for nonpayment after business hours on Monday through Sunday, the Member must pay a non-refundable same day service fee prior to reconnection. This fee is in addition to the past due balance, reconnection fee, deposits and any other fees required. All fee amounts are per Section 500.4, Fee Schedule.

300.9.10 MEDICAL NECESSITY PROGRAM

The Cooperative will maintain a registry of Residential Service locations where people rely on life-sustaining electrical equipment. To be considered for this program a Member must complete, submit and have approved by the Cooperative a Medical Necessity Program Application, Appendix 700.4.

To qualify, the location must house someone diagnosed by a physician in one of the following categories:

1. Chronic – Having been diagnosed by a physician as requiring an electric-powered device to prevent the impairment of major life function. To maintain chronic designation, Members must reapply once a year;

2. Chronic, lifelong – Same as chronic, but does not require annual application;

3. Critical care – Having been diagnosed by a physician as requiring an electric-powered device to sustain life. To maintain critical care designation, Members must reapply once every two (2) years; or

4. Critical care, lifelong – Same as critical care, but does not require biennial application.

When planned outages or service interruptions for nonpayment are scheduled, the Cooperative will attempt advance notice so preparations can be made. This Program does not guarantee priority electric service restoration, and locations registered in the program are not exempt from planned service interruptions, nor are registered Members exempt from their financial responsibilities or from the termination of service.

300.9.11 CRITICAL LOAD PROGRAM

The Cooperative will maintain a registry of non-residential service locations that can be classified as public safety, industrial, or natural gas infrastructure. To be considered for this program a Member must complete, submit, and have approved by the Cooperative a Critical Load Program Application.

To be considered, the location must fall into one of the following categories:

2. Public Safety – A Member for whom electric service is considered crucial for the protection or maintenance of public safety, including but not limited to hospitals, police stations, fire stations, and critical water and wastewater facilities.

3. Industrial – An industrial Member for whom an interruption or suspension of electric service will create a dangerous condition or significant disruption on the member's premises.

4. Natural gas infrastructure – A Member that supports natural gas-fired generation, including gas control center or gas compressor plant.

When planned outages or service interruptions for nonpayment are scheduled, the Cooperative will attempt to provide advance notice so preparations can be made. For unplanned outages, the Cooperative will prioritize Critical Load Program participants for restoration as much as practicable. This Program does not guarantee priority electric service restoration, and locations registered in the program are not exempt from planned service interruptions, nor are registered Members exempt from their financial responsibilities or from the termination of service.

300.9.12 RECORD OF INTERRUPTION

The Cooperative will keep records of sustained interruptions. Where practical, the Cooperative will keep a complete record of all momentary interruptions. These records will show the type of interruption, the cause for the interruption, the date and time of the interruption, the duration of the interruption, the number of Members interrupted, the substation identifier, and the transmission line or distribution feeder identifier. The Cooperative will retain records of interruptions for five (5) years.

300.10 EMERGENCY OPERATIONS PLAN

The Cooperative will maintain an emergency operations plan as required by the Commission.

300.11 BILLING AND PAYMENT

Once service has been established, Members will begin to receive bills on a recurring monthly basis per the billing cycle selected. The billing date will be posted on the Member's bill and refers to the date the bill has been generated. Service dates are included and refer to the days of service within that billing period. The payment due date is provided on the billing statement accompanied with the total amount

due. The payment due date will not be less than sixteen (16) calendar days after the bill has been generated. The word "estimated" will be shown prominently displayed on a bill, if necessary, to identify an estimated bill. The Cooperative may submit estimated bills for good cause provided an actual meter reading is unavailable. Payments will be considered delinquent if not paid by the due date as stated on the monthly bill provided.

300.11.1 BILLING RECORDS RETENTION

The Cooperative maintains monthly billing records for each account for at least three (3) years after the mailed bill date. The billing records will contain sufficient data to reconstruct a Member's billing for a given month. Members may request copies of their account's billing records.

300.11.2 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 (7) calendar days from the date of the delinquent notice.

Members may arrange a Payment Plan with the Cooperative to prevent disconnection for non-payment of a delinquent account.

300.11.3 PAYMENT PLANS

300.11.3.1 PRE-PAID PAYMENT PLAN

This plan allows Members to deduct the costs for electric service from a credit on the account placed in advance of usage. Members enrolled in this option agree to an automatic service disconnection when their account reaches a zero (0) debit balance or more.

Applicability

This plan is available to Members enrolled in a residential service rate with a remote connect/disconnect enabled meter. This payment option may not be combined with an Installment Plan or any other Payment Plan. Members enrolled in time-of-use, interconnect, or community solar rate are ineligible for this payment option. Additionally, Members with three-phase service, participating in the advanced metering opt-out program, on the medical necessity program, or in the critical load program, are ineligible for enrollment.

Members with an outstanding account balance must bring their balance to zero (0) or agree to an arrangement for payment of the outstanding balance prior to enrollment. If the Member enters into an arrangement for payment, PEC will apply fifty percent (50%) of every payment to the outstanding balance and fifty percent (50%) to the pre-paid account balance until the Member pays the outstanding balance in full. Once enrolled, Members may not enter into a subsequent arrangement for payment of an outstanding account balance.

Requirements

To qualify for this option, Members must:

1. Have a valid email account or phone number to receive notifications;

2. Consent to receive notifications regarding this payment option, including electronic mail or messages, phone messages or texts, at any electronic mail address or phone number provided to the Cooperative;

3. Agree to update contact information upon any changes to such information; and

4. Have a remote connect/disconnect enabled meters installed at the service location.

Plan Details

Member Agreement – Upon enrollment, Member agrees to all terms and conditions of this option.

Initial Balance – A minimum credit balance of twenty-five dollars ($25.00) will be required upon enrollment in this option. Existing Members may apply deposit funds towards the minimum credit balance.

Deposits – Members enrolling in this option with credit worthiness are not required to post an account deposit. If an Applicant's or existing Member's credit has not been demonstrated satisfactorily to the Cooperative, a fifty-dollar ($50.00) deposit will be required.

The Cooperative may apply any portion of a Member's existing deposit to pre-paid account balance.

Notices – The Cooperative provides Members with Member-controlled and system generated notices regarding their pre-paid account balance and electric service connection status. Members may elect to receive notices via phone call, email, or text message. The Cooperative provides a system-generated low balance notice when the account balance becomes less than ten dollars ($10.00). Members are responsible for setting up their own Member-controlled notices via the Cooperative's online account management system.

Disconnections – Section 300.9.7, Discontinuation of Service, other than Section 300.9.7.2.7, Disconnection during Weekend or Holiday, will not apply to Members on this option. Disconnections take place when the Cooperative sends the depleted balance notice, which is the last notice provided.

Rates and Fees – Membership and establishment fees apply to Members enrolled in this option. Members on this option will not be subject to same day service fees, late, or reconnection fees. All fee amounts are per Section 500.4, Fee Schedule. Rates apply as per Section 500, Rates, with the exceptions listed below.

1. The service availability charge will be converted to a daily rate; and

2. Service availability charges will continue to accrue daily on connected meter, even if energy consumption does not occur.

Reconnection – Once the required payment posts to the account, reconnection takes place. The payment must cover:

1. All balances owed for services provided;

2. Amounts agreed upon in Payment Plan if applicable; and

3. The required minimum credit balance of twenty-five dollars ($25.00). Pre-paid accounts may not enter into an outstanding balance Payment Plan to achieve reconnection. All acceptable forms of payment that cover the amounts listed above will result in reconnection.

If a Member terminates service or the account disconnects for nonpayment and remains disconnected for seven (7) Business Days, the Cooperative will settle and final bill the account.

Billing; Late Payment Processing Fees; Transfers of Delinquent Balances and Record Retention – Sections 300.9.12 through 300.11.1 do not apply to Members on this option except for Section 300.11.10, Transfers of Delinquent Balances.

Cancellation – A Member may choose to convert the account to another payment option at any time. The Member or the Cooperative may cancel enrollment on this option upon notification to the other party. Upon cancellation, the accumulated balance of the Member's account will become due and payable.

300.11.3.2 INSTALLMENT PLAN

This plan is an agreement between the Cooperative and a residential Member that allows the Member to pay installments that extend beyond the due date of the next bill. The Cooperative may offer this plan to any residential Member who has expressed an inability to pay and meets the criteria specified in the Cooperative's Tariff and has not been delinquent more than once in the last twelve (12) months.

The Member will pay the current bill each month, plus the agreed upon portion of the amount deferred. Failure to fulfill the terms of the agreement will result in discontinuance of service and all amounts owed will become due immediately.

The Cooperative may decline to offer this plan if, in the Cooperative's judgment, the Member is lacking sufficient credit or satisfactory history to warrant further extension of credit or if the Member has failed to provide complete, accurate, and verifiable identification information when requested by the Cooperative.

Plan Details

1. This plan may be established in person or by telephone;

2. This plan must be put in writing and provided to the Member;

3. This plan must allow for the delinquent amount be paid in negotiable installments;

4. This plan must state the length of time covered by the plan, the total amount to be paid, and the specific amount of each installment;

5. This plan must permit the Member or the Cooperative to initiate a renegotiation of the installment plan if the Member's circumstances change substantially during the time of the plan;

6. This plan must allow the Cooperative to disconnect service if the Member does not fulfill the terms of the installment plan, and will state the terms for disconnection;

7. This plan may not be offered more than once per year; and

8. This plan offered by the Cooperative will state in boldface type the following:

   "If you are not satisfied with this agreement or if agreement was made by telephone, and you feel this document does not reflect your understanding of that agreement, contact the Cooperative immediately. If you do not contact the Cooperative, you may

give up your right to dispute the amount due under the agreement except for the Cooperative's failure or refusal to comply with the terms of this agreement."

300.11.3.3 FIXED PAYMENT PLAN

This plan allows a Member to pay a fixed amount per month based on twelve (12) months total billings. A true up and recalculation will be required no more than every twelve (12) months. Upon such true up and recalculation, the Cooperative will either credit or debit from the account as applicable any overpayments or underpayments. The Cooperative will add the amount of any underpayment to the amounts due. The Cooperative will deduct the amount of any overpayment from any amounts owed.

This plan applies to the Residential Service only. Members may enroll anytime with participation beginning with the first bill rendered after enrollment. Either the Member or the Cooperative may cancel the plan upon notification to the other party. Upon cancellation, any accumulated balance of the Member's account will become due and payable, or if a credit will be applied to the Member's account. The Cooperative may decline to offer this 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.

300.11.3.4 AVERAGE PAYMENT PLAN

This plan allows a Member to pay a rolling twelve (12) month average. This plan applies to Residential Service only. Members may enroll in this plan anytime with participation beginning with the first bill rendered after enrollment. Either the Member or the Cooperative may cancel the plan upon notification to the other party. Upon cancellation, any accumulated balance of the Member's account will become due and payable, or if a credit will be applied to the Member's account. The Cooperative may decline to offer this 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.

300.11.3.5 CREDIT CARD PAYMENT PLAN

This plan allows Members to authorize the Cooperative to process a monthly payment through their payment card. The amount processed will be for the full balance due each month and will be processed automatically on the bill due date.

300.11.3.6 BANK DRAFT PAYMENT PLAN

This plan allows Members to authorize the Cooperative to process a monthly payment by drafting a checking account. The amount drafted will be for the full balance due each month and will be drafted automatically on the bill due date.

300.11.4 LATE PAYMENT PROCESSING FEES

Until the Cooperative receives the payment, bills are considered unpaid; a payment is delinquent if not received at the Cooperative by the due date shown on the bill.

Residential accounts not paid by the due date may be assessed a fee to cover the cost of processing late payments. All fee amounts are per Section 500.4, Fee Schedule.

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, not paid by the due date may be assessed a fee to cover the cost of processing late payments. All fee amounts are per Section 500.4, Fee Schedule.

Any governmental entity asserting eligibility to receive bills 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. All bills rendered to state agencies or other governmental entities that the Cooperative approves subject to Texas Government Code Chapter 2251, will be in accordance with that statute.

300.11.5 LOAN LATE FEES

Payment for a consumer loan to a Member with the Cooperative not paid by the due date may be assessed a late payment fee after ten (10) calendar days of non-payment. All fee amounts are per Section 500.4, Fee Schedule.

300.11.6 RETURNED CHECK / DENIED BANK DRAFT / DENIED CREDIT CARD

If a check for payment is returned, the Cooperative will debit a Member's account for the amount on each returned check, plus a returned check fee. If a payment is denied through an account setup for automatic payment bank draft, the Cooperative will debit the Member's account for the denied amount, plus a non-sufficient funds fee. If a payment is denied through an account setup for automatic credit card draft, the Cooperative will not post payment and an alternate form of payment must be arranged by the Member. If the Member pays a delinquent account balance and the check returns to the Cooperative for insufficient funds, the Cooperative will proceed to disconnect the Member's account. All fee amounts are per Section 500.4, Fee Schedule.

300.11.7 PAYMENT DEADLINE EXTENSION

Upon request of a Residential Member, and at the Cooperative's discretion, the Cooperative may extend without penalty the payment date until the twenty fifth (25th) calendar day after the bill is issued.

300.11.8 PAYMENT DEADLINE EXTENSION FOR ELDERLY RESIDENTIAL MEMBERS

Upon request of a Residential Member sixty (60) years of age or older, the Cooperative will extend without penalty the payment date until the twenty fifth (25th) calendar day after the date the bill is issued. The Cooperative may require the Member requesting the extension to present reasonable proof of age.

300.11.9 NON-PAYMENT DISCONNECT AND RECONNECT FEE

A fee will be charged if the Cooperative dispatches a service representative to collect a delinquent bill. This 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.

All fee amounts are per Section 500.4, Fee Schedule.

300.11.10 TRANSFERS OF DELINQUENT BALANCES

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, and identify the delinquent balance and specific account as such on the bill.

300.12 VOLTAGE DESIGNATIONS

The Cooperative will deliver electric power and energy at one of the Cooperative's standard voltages. Non-standard service may be available if requested but only if the Cooperative determines such service is feasible, and the Applicant agrees to pay any additional cost to the Cooperative for delivering such non-standard service.

The Cooperative adopts the following standard voltages for electric service distribution:

Standard Service	
Single Phase	Three Phase
120 / 240 V	120 / 208 V (wye)
	277 / 480 V (wye)

Non-Standard Service	
Single Phase	Three Phase
*7,200 V	120 / 240 V (delta)*
*14,400 V	480 V (delta)*
	1,328 / 2,300 V (wye)*
	2,300 / 4,160 V (wye)*
	7,200 / 12,470 V (Primary Service)*
	14,400 / 24,900 V (Primary Service)*

Transmission Service	
Single Phase	Three Phase
	69,000 V
	138,000 V

*These voltages are available at the Cooperative's discretion.

These voltage designations are nominal design voltages. The Cooperative maintains actual normal delivery voltages so far as practicable within variations permitted by industry standards. Members are encouraged to obtain the phase and voltage of the service available from the Cooperative before committing to the purchase of motors or other equipment.

300.13 MEASUREMENT AND METERING OF SERVICE

300.13.1 METERING REQUIREMENTS

Use of meter – Except where otherwise provided by the applicable rate schedule or contract, the Cooperative charges all electricity consumed or demanded by the Member by meter measurements.

Installation – The Cooperative will provide, install, own, and maintain all meters necessary for the measurement of electric energy to its Members.

Standard type – All meters will meet industry standards. Special meters used for investigation or experimental purposes are not required to conform to these standards.

Location of meters – Meters and service switches in conjunction with the meter will be installed in accordance with the latest revision of American National Standards Institute ("ANSI"), Incorporated, Standard C12 (American National Code for Electricity Metering), and will be readily accessible for reading, testing, and inspection, where such activities will cause minimum interference and inconvenience to the Member.

Member will provide, without cost to the Cooperative, at a suitable and easily accessible location:

1. Sufficient and proper space for installation of meters and other apparatus of the Cooperative;

2. Meter socket;

3. Meter loop;

4. Safety service switches when required; and

5. An adequate anchor for service drops.

Where the meter location on the Member's premises changes at the request of the Member or due to alterations on the Member's premises, the Member will provide and have installed at their expense, all wiring and equipment necessary for relocating the meter.

Accuracy requirements – The Cooperative will not place in service or leave in service any meter that violates the test calibration limits as set by ANSI. Whenever a meter violates limits on installation, periodic, or other tests, the Cooperative will adjust or exchange it.

The Cooperative adjusts meters, as closely as practicable, to the condition of the limits as set by ANSI.

300.13.2 METER RECORDS

The Cooperative will keep the following records:

Meter equipment record – The Cooperative will keep a record of all of its meters, showing the Member's address and date of the last test. For special meters used for investigation or experimental purposes, the record will state the purpose of the investigation or experiment.

Records of meter tests – The Cooperative will properly reference all meter tests completed on the meter record. The record of each test completed at the service location will show the identifying number, constants of the meter, standard meter, and measuring devices used. Additionally, records will provide the test date, type of test performed, name of technician, level of accuracy (or percent error) at each load tested, and sufficient data to permit the verification of test results.

300.13.3 METER READINGS

Meters are read by the Cooperative on regular monthly intervals.

300.13.4 METER TESTING

Meter tests prior to installation – The Cooperative will establish the accuracy of every meter prior to its permanent installation. Unless the Cooperative has already tested a meter within the last

twelve (12) months, the Cooperative will test and adjust any meter removed and/or replaced from service.

Testing of meters in service – Meter test periods for all types of meters will conform to the latest edition of ANSI Standard C12 unless specified otherwise by the Cooperative. The Cooperative, upon the request of a Member, will test the accuracy of the Member's meter. If the Cooperative or an authorized agency tests a meter at the Member's request and the Member request a new test within a period of four (4) years, the Cooperative will charge a meter test fee to the Member. The fee must be paid prior to fulfilling the request. All fee amounts are per Section 500.4, Fee Schedule.

Following the completion of any requested test, the Cooperative will advise the Member of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

300.13.5 ADJUSTMENTS DUE TO METER ERRORS

If the Cooperative finds any meter to be out of compliance with the accuracy standards, the Cooperative will render corrected readings and adjust bills for the period of over-billing or under-billing as described herein in Section 300.11, Billing and Payment.

No refund is required from the Cooperative except to the Member last served by the meter prior to the testing.

If a meter is found to not register for any period, the Cooperative will estimate and charge for units used, but not metered for the under-billed period as described herein in Section 300.14.1.1, Under-Billing. The Cooperative estimates charges based on amounts used under similar conditions during the period preceding or subsequent to the period the meter was found not to register, or during corresponding periods in previous years.

300.13.6 ADVANCE METERING OPT OUT PROGRAM

This program only applies to residential accounts (excluding residential accounts with interconnection agreements or proprietor accounts). A Member may request to opt out from use of the Cooperative's advanced meter at a service location. The Cooperative may grant such request subject to certain qualifications and conditions.

300.13.6.1 METER EXCHANGE FEE

The Cooperative will charge a fee for any meter exchange at any service location already equipped with an advanced meter. Any Member participating in this program for new service locations will be required to pay the Cooperative's establishment fee. All fee amounts are per Section 500.4, Fee Schedule.

300.13.6.1.1 METER READINGS AND METER READING FEE

Members may qualify for a monthly or quarterly reading schedule. For Members on a monthly reading schedule, monthly fees will apply and the Cooperative will use the Member's energy consumption history to estimate the monthly bill calculation. The Cooperative will adjust any under-billing or over-billing resulting from the quarterly meter readings after the Cooperative acquires a new meter read.

A Member participating on a monthly reading schedule may request a quarterly reading schedule if the Member has:

1. Paid all bills for service during twelve (12) consecutive months;

2. Not been disconnected for nonpayment;

3. Not had a delinquent payment more than once; and

4. Not had a check returned more than once.

For Members on a quarterly reading schedule, monthly fees will apply and the Cooperative will use the Member's energy consumption history to estimate the monthly bill calculation. The Cooperative will adjust any under-billing or over-billing resulting from the quarterly meter readings after the Cooperative acquires a new meter read.

The Cooperative will charge a fee to each Member participating in this program each month for non-standard manual meter readings by the Cooperative and for processing of such readings for each service location. An additional per mile charge will apply for service locations further than thirty (30) miles from nearest area office. All fee amounts are per Section 500.4, Fee Schedule.

300.13.7 METER TAMPERING; THEFT OF ELECTRIC SERVICE

Meter tampering is a criminal offense. Meter tampering includes but is not limited to: bypassing the meter or other instances of diversion, such as physically disorienting the meter; attaching objects to the meter to divert or bypass service; inserting objects into the meter; and other electrical and mechanical means of tampering with, bypassing, or diverting electrical service.

The Cooperative will charge a fee plus all applicable charges for the estimated energy consumption where meter tampering occurred. All fee amounts are per Section 500.4, Fee Schedule.

Furthermore, the Cooperative may choose to file criminal charges against any Person, including any of its Members, when there is evidence of the following:

1. Interference with and/or tampering with any of the Cooperative's equipment, including, without limitation, one (1) or more of its meters (Section 28.03 of the Penal Code of the State of Texas) or any other circumstance listed in this Tariff; and/or

2. Theft of electric service (Section 31.04 of the Penal Code of the State of Texas).

The Cooperative may charge the Member for all labor, material, and equipment necessary to repair or replace all equipment damaged due to meter tampering or bypassing or other service diversion, and other costs necessary to correct service diversion where there is no equipment damage, including incidents where service is reconnected without authority. The Cooperative must provide an itemized bill to the Member of such charges. The Cooperative may also estimate and bill the Member for electric service over the entire period of meter tampering and all labor cost associated with rectifying the offense.

300.13.8 METER TEST FEE

Upon request, once every four (4) years, a Member may receive a meter test at no charge. If a Member asks for an additional meter test and the meter is found to be in compliance with ANSI standards, a fee will be incurred. If the meter is found to be out of compliance with the applicable ANSI standard, the Cooperative will not charge a fee to the Member. All fee amounts are per Section 500.4, Fee Schedule.

300.14 DISPUTE RESOLUTION

In the event of disputes between a Member and the Cooperative regarding any bill for electric service, the Cooperative will investigate the circumstances and report the results to the Member. If the dispute remains, the Member may meet with a Cooperative representative to resolve it. If unresolved, the Cooperative will advise the Member of the Member complaint procedures of the Cooperative. If the

Member files a complaint with the Cooperative, the Cooperative will not disconnect a Member's service for nonpayment of the disputed portion of the bill before the Cooperative completes its supervisory review and informs the Member of its determination. Members are obligated to pay billings that are not disputed and not under review.

300.14.1 BILLING DISCREPANCIES OR ADJUSTMENTS

If a Member is billed for charges erroneously per the Tariff or if the Cooperative fails to bill a Member for services, then the Cooperative will calculate, adjust, and apply all applicable charges in the manner described herein.

300.14.1.1 UNDER-BILLING

If the Member's account is under-billed, the Cooperative may back bill the Member for the amount that was under-billed no more than 6 months from the date the error discovered unless the under-billing is a result of theft of service by the Member.

An installment plan may be available for any periods of under-billing except for such periods resulting from meter tampering, bypass, diversion, or other similar circumstance.

300.14.1.2 OVER-BILLING

If the Member's account is over-billed, the Cooperative will adjust the Member's bill accordingly for the entire over-billed period.

300.14.2 POWER FACTOR ADJUSTMENT

The Cooperative may adjust Capacity Demand Charges or Peak Demand Charges if the power factor is lower than ninety seven percent (97%). Measured capacity (kW) may be increased by one percent (1%) for each one percent (1%) by which the power factor is less than ninety seven percent (97%) lagging for a period of fifteen (15) consecutive minutes.

300.14.3 REFUNDS

Upon closure of an account, the Cooperative will issue the Member a refund check for credit balances of five dollars ($5.00) or more. The Cooperative only issues refunds on credit balances of less than five dollars ($5.00) upon verbal request by the account holder. The Cooperative will transfer any amounts not refunded in accordance with the Unclaimed Property Policy of the Cooperative.

300.14.4 MEMBER COMPLAINTS

The Cooperative has established procedures to address all complaints from Members. A Member or Applicant may file a complaint in person, by letter, on the website, or by telephone with the Cooperative.

If an employee of the Cooperative cannot immediately resolve a complaint, the employee will forward the information collected to a supervisor or manager. The employee's supervisor or manager will review the complaint and related information, and he or she will advise the complainant of the results within five (5) Business Days of the complaint. The Cooperative will investigate the Member complaint, and will report the results to the complainant. If dissatisfied, the complainant may file a written complaint with either the Cooperative's Chief Executive Officer or designee of the Chief Executive Officer. Under their direction, a three (3) Member management team will review the complaint. The Cooperative will advise the complainant of the results within ten (10) Business Days of the written complaint.

The Cooperative will not disconnect service before completion of the review. If the Member chooses not to participate in a review, the Cooperative may disconnect service provided it issues proper notice under the corresponding disconnect procedures.

400 LINE EXTENSION POLICY

400.1 OVERVIEW

The Cooperative will extend electric service to an Applicant in accordance with the following line extension provisions. Each provision in this Tariff classifies the predominant type of electric service or use anticipated on the Applicant's premises and specifies conditions under which a line extension may be made. For each location where electric service is desired, the Applicant's classification for electric service will be determined by the Cooperative.

Electric service will not be provided and no work to extend electric service will be performed until the Applicant has met all requirements within this Tariff for extension of service including, without limitation, routing, underground service requirements, if applicable, and paid any and all fees or charges associated with the provision of electric service. This may include, but is not limited to, membership fees, establishment fees, deposits, system impact fees, CIAC, and/or planning design fees.

If facilities must be constructed, the Cooperative will provide an estimated completion date and a Cost Calculation or Development Cost Calculation for all charges to extend electric service. The requests for new electric service requiring construction should be completed within ninety (90) calendar days of fulfilling all applicable requirements, unless delayed by a cause beyond the reasonable control of the Cooperative, or unless a different time period is agreed to by the Applicant and the Cooperative.

The Applicant must comply with all requirements in Section 300.9.1, Conditions of Service. All applicable provisions of the Tariff, and standards and specifications of the Cooperative for construction, to receive electric service.

The Line Extension Policy provisions are subject to change by the Board of Directors.

400.2 RESIDENTIAL SERVICE

APPLICABILITY

To qualify for an extension under this section, the Applicant and the location where the Applicant is requesting electric service must comply with the following provisions:

1. The location must be an Individual Private Dwelling, Multi-Family Dwelling, personal recreational vehicle, hunting cabin, barn, shop, water well, gate opener, Member-owned lighting system, or other residential installations.

2. If the Applicant is developing a residential subdivision or mixed-use development with Individual Private Dwelling(s) or Multi-Family Dwelling(s), the Applicant must comply with all requirements under Section 400.3, Residential Developments, and have paid the CIAC required under that section.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Cost Calculation to the Point of Delivery based on its then current unit material and labor costs, and in accordance with the Cooperative’s current standards and specifications.

The Applicant will be required to pay all costs per meter that qualifies under this section for the cost to extend electric service to the Point of Delivery as a CIAC prior to construction. The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Cost Calculation will be at the sole expense of the Applicant.

400.3 RESIDENTIAL DEVELOPMENTS

APPLICABILITY

To qualify for an extension pursuant to this section, the Applicant and the residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is platted and recorded in the appropriate county with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent Individual Private Dwelling(s) or Multi-Family Dwelling(s) or a preliminary plat plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or residential development;

2. The development has been approved by all relevant governing agencies; and

3. The Applicant will provide at no cost to the Cooperative:
   a. Easements granted on the Cooperative's standard form; for the Cooperative's construction, installation, maintenance, operation, replacement and/or repair of Cooperative Facilities in a form satisfactory to the Cooperative;

   b. Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed;

   c. Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

   d. An "Approved-for-Construction" Plan by a municipality or county or other authority having jurisdiction.

4. The Cooperative is not and will not be obligated to provide designs or Development Cost Calculations to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Development Cost Calculation for the electric facilities adequate to serve all prospective Individual Private Dwelling(s) or Multi-Family Dwelling(s) in the residential development. The Cooperative will determine the Development Cost Calculation based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service. The Applicant will bear the cost of the facilities, identified in this section, required for the electric distribution system within the residential subdivision or development as determined in the Development Cost Calculation and will pay such costs in advance of construction.

The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Development Cost Calculation will be at the sole expense of the Applicant.

To the extent that an individual Applicant requests electric service within a residential subdivision, such Applicant must request electric service pursuant to the requirements of Section 400.2, Residential Service, and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

To the extent that any commercial facilities associated with a residential development are required, an Applicant must request electric service pursuant to the requirements of Section 400.4, Non-Residential Service, for those commercial facilities and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

The Cooperative will install all Cooperative Facilities required within the limits of the residential subdivision or development based on its necessary load requirements on its schedule but prior to the provision of electric service to any individual Applicants.

400.4 NON-RESIDENTIAL SERVICE

APPLICABILITY

To qualify as an extension under this section, the Applicant and the location where an Applicant is requesting electric service must comply with the following provisions:

1. The location must be a commercial or industrial installation not classified under Section 400.2, Residential Service, or 400.3, Residential Developments.

2. If the Applicant is developing a non-residential development or mixed-use development, the Applicant must comply with all requirements under Section 400.5, Non-Residential Developments, and have paid the CIAC required under that section.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Cost Calculation to the Point of Delivery based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The Applicant will be required to pay all costs per meter that qualifies under this section for the cost to extend electric service to the Point of Delivery as a CIAC prior to construction. The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Cost Calculation will be at the sole expense of the Applicant.

The Cooperative will exercise prudent judgement in determining the conditions under which a specific line extension will be made for an Applicant with a load greater than one thousand (1,000) kW. This may include, but is not limited to, CIAC, contract minimums, service specifications, and/or other contract terms, arrangements, or conditions deemed reasonable by the Cooperative.

400.5 NON-RESIDENTIAL DEVELOPMENTS

APPLICABILITY

To qualify for an extension pursuant to this section, the Applicant and the non-residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is platted and recorded in the appropriate county with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent commercial, industrial, retail, and/or office use or a preliminary plat plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or non-residential development;

2. The development has been approved by all relevant governing agencies; and

3. The Applicant will provide at no cost to the Cooperative:

    a. Easements granted on the Cooperative's standard form; for the Cooperative's construction, installation, maintenance, operation, replacement and/or repair of Cooperative Facilities in a form satisfactory to the Cooperative;

    b. Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed;

    c. Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

    d. An "Approved-for-Construction Plan" from a municipality or county or other authority having jurisdiction.

4. The Cooperative is and will be not obligated to provide designs or Development Cost Calculations to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Development Cost Calculation to serve all prospective units in the non-residential development. The Cooperative will determine the Development Cost Calculation based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Applicant will bear the cost of the electric facilities, identified in this section, required for the electric distribution system within the non-residential development as calculated in the Development Cost Calculation and will pay such costs in advance of construction.

The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Development Cost Calculation will be at the sole expense of the Applicant.

To the extent that an individual Applicant requests electric service within a non-residential development, such Applicant must request electric service pursuant to the requirements of Section 400.4, Non-

Residential Service, and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

The Cooperative will install all Cooperative Facilities required within the limits of the non-residential development based on its necessary load requirements on its schedule but prior to the provision of electric service to any individual Applicants.

400.6 PRIMARY LEVEL SERVICE

APPLICABILITY

To receive Primary Level Service, the following requirements must be met and agreed to:

1. The Applicant must execute an agreement, per Section 700.7, Primary Level Service Agreement, with the Cooperative;

2. The Applicant must procure, at the sole expense of the Applicant, all facilities and equipment, including but not limited to transformers, poles, and conductors required to take electric service at primary level voltage as required by Cooperative's design specifications;

3. The Applicant must assume all responsibility for furnishing, installing, constructing, owning, maintaining, and operating all Member-owned facilities beyond the Point of Delivery;

4. The costs for any upgrade, addition, or change in configuration to existing Member-owned or Cooperative Facilities will be at the sole expense of the Applicant;

5. All Member-owned facilities must be tagged and identified;

6. The Applicant must agree to submit an as-built facilities sheet to the Cooperative within thirty (30) days of completed construction;

7. The Applicant must agree to submit any new load and/or facilities additions to the Cooperative to assess existing facilities capacity and conduct any engineering studies required to serve the new load; and

8. All Member-owned installations will be in accordance with the National Electric Safety Code (NESC) and NEC standards.

The Cooperative reserves the right to deny Primary Level Service to a Member or Applicant if the Cooperative determines such service may have an adverse impact on the Cooperative's Delivery System or service provided to another Member.

POINT OF DELIVERY

The Point of Delivery will be at the primary meter on an overhead primary pole or an underground metering enclosure.

400.7 UNDERGROUND SERVICE

The following provisions for the extension of underground electric service are in addition to the standard provisions established in the prior sections.

UNDERGROUND FACILITIES FOR SERVICES – RESIDENTIAL OR NON-RESIDENTIAL

Underground electric primary and secondary lines to serve any Applicant may, by agreement with the Cooperative, be provided subject to the other requirements in this Policy.

In addition, when receiving underground electric service, an Applicant will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, secondary services as determined by the Cooperative, all conduit, and any and all other facilities deemed necessary by the Cooperative.

In all cases, any underground secondary service lines from a meter to the Applicant's main disconnect switch or service center will be installed and maintained by the Applicant, and the Cooperative will have no responsibility or liability in connection therewith.

UNDERGROUND FACILITIES FOR DEVELOPMENTS – RESIDENTIAL OR NON-RESIDENTIAL
Where an Applicant requests the construction of underground electric facilities within a platted residential subdivision or non-residential development, the Applicant will bear the cost of the underground electric system adequate to serve all prospective units in the subdivision or development as determined by the Cooperative. The Applicant will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, all conduit, and any and all other facilities deemed necessary by the Cooperative, adequate to serve all prospective units in the subdivision or development and all other prospective members who may require electric service from said underground system.

400.8 STANDARD DELIVERY SERVICE AND FACILITIES

The Cooperative's standard delivery system facilities consist of the overhead or underground distribution facilities necessary to provide electric service through a single-phase or three-phase source to the Point of Delivery, at one of the Cooperative's available standard voltages.

The Cooperative standard delivery system permits 7.2/12.47 kV (12.5 kV) and 14.4/24.9 kV (25 kV), three-phase or single-phase, grounded-neutral Primary Level Service on its electric distribution system and secondary service is provided through transformers connected in a wye-wye configuration.

All Standard Delivery System Line Extension requests and associated costs will be in accordance with this Policy.

400.9 NON-STANDARD DELIVERY SERVICE AND FACILITIES

Non-standard delivery service and facilities include, but are not limited to, facilities necessary to provide service at a non-standard voltage, dual feed, automatic and manual transfer switches, service through more than one Point of Delivery, redundant facilities, non-standard metering and facilities in excess of those normally required for service under the Cooperative's standard delivery service and facilities. The Cooperative will determine what equipment is classified as non-standard and include this information on the Cost Calculation or the Development Cost Calculation.

Applicants requesting non-standard facilities will be responsible for all costs associated with the engineering, installation, maintenance, and material costs required to provide and maintain these non-standard facilities. An Applicant or Member may request non-standard equipment be removed. All costs for removal, and any other costs to make the system qualify for under standard delivery service, will be the sole responsibility of the Member or Applicant in advance.

All non-standard facilities will be operated by the Cooperative. Neither a Member nor an Applicant may perform service or maintenance to equipment located on the Cooperative's Delivery System.

The Cooperative reserves the right to convert or deny non-standard facilities installations if the Cooperative determines that such service may have an adverse impact on the Cooperative's Delivery System or service provided to another Member.

400.10 ROUTING

In all cases, the line extension will be constructed within private easements granted on the Cooperative's standard form; at the sole discretion of the Cooperative, the Cooperative may construct line extensions within public utility easements, or public right-of-way or other agreements. The line extension will be constructed along a route that is reasonably accessible during all weather conditions as determined by the Cooperative. Cooperative Facilities will not be installed along the backs of lots or in areas deemed inaccessible or hazardous by the Cooperative.

The Applicant will be responsible for the clearing of any and all private easements or public utility easements required for the construction of the line extension on its property and removing of such obstructions as interfere with the efficiency of the electric system. All clearing will be performed to the Cooperative's specifications. The Cooperative may clear private easements or public utility easements or public right-of-way in certain instances. If the Cooperative or its agent clears private easements or public utility easements or a public right-of-way the cost will be included in the Cost Calculation or Development Cost Calculation.

400.11 AREA LIGHTING

In underground installations, the Applicant requesting area lighting under Section 500.3.6.1, Unmetered Lighting Device Service, will be responsible for providing and installing all lighting infrastructure, including but not limited to trench and associated backfill, lighting post, concrete work, secondary service conductors, and conduit.

In overhead installations, the Cooperative will provide secondary service conductor to serve overhead area lighting fixtures owned by the Cooperative under Section 500.3.6.1, Unmetered Lighting Device Service, without charge to the Applicant.

In either type of installation, for any additional Cooperative Facilities needed for area lighting, the Applicant will be required to pay any costs as a CIAC prior to construction.

400.12 UNMETERED NON-RESIDENTIAL SERVICE

The Cooperative at its sole discretion will determine if an Applicant may be served under this section.

In underground installations, the Applicant requesting facilities to provide electric service to unmetered non-residential installations, as determined by the Cooperative, will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, secondary services as determined by the Cooperative, all conduit, and any and all other facilities deemed necessary by the Cooperative.

In overhead installations, the Cooperative will provide secondary service conductor for the unmetered non-residential installation, and the Applicant will be responsible for providing and installing all other infrastructure.

In either type of installation, for any additional Cooperative Facilities needed for unmetered non-residential, the Applicant will be required to pay any costs as a CIAC prior to construction.

400.13 NON-PERMANENT SERVICE

In any circumstance where the need for electric service is not permanent, the Applicant will pay one hundred percent (100%) of the cost of installation and removal of all necessary electric service facilities and equipment before any construction begins.

400.14 SERVICE UPGRADES TO EXISTING COOPERATIVE FACILITIES

The cost for any upgrade, addition, or change in configuration of existing Cooperative Facilities will be at the sole expense of the Applicant. Service upgrades to existing Cooperative Facilities include, but

are not limited to, any upgrades related to interconnecting a Member's Distributed Generation resource that operates in parallel to the Cooperative's Delivery System.

400.15 SYSTEM IMPACT FEE

A non-refundable charge will be collected for extending electric service to a new service location. This amount represents a contribution to the Cooperative's system cost associated with substation and electric distribution backbone facilities and is in addition to any amount due for the line extension. All fee amounts are per Section 500.4, Fee Schedule.

400.16 PLANNING REDESIGN FEES

An Applicant's Line Extension Cost Calculation or Development Cost Calculation includes delivery of one (1) design and project cost quotation to the Applicant. Thereafter, if the Applicant desires to make changes to the design, that requires a redesign, the Cooperative may charge the Applicant in advance for the redesign, including, but not limited to, labor and applicable overhead for design, engineering, staking, inspections, administrative, and other incurred related expenses. All fee amounts are per Section 500.4, Fee Schedule.

400.17 AFTER-HOURS SERVICE

If an Applicant requests after-hours service, the Applicant will pay the additional cost incurred by the Cooperative to provide after-hours service to the Applicant.

400.18 MISCELLANEOUS TRIP FEE

A non-refundable Miscellaneous Trip Fee may be collected for additional trips to the Applicant's property at the request of Applicant. All fee amounts are per Section 500.4, Fee Schedule.

400.19 NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION

Payments necessary for construction of facilities, which will be used to deliver electric service to the Applicant, are CIAC and are not refundable after construction.

400.20 DE-ENERGIZATION AND LINE CLEARANCES

The Cooperative, in its sole discretion, may temporarily de-energize Cooperative Facilities or temporarily relocate or raise Cooperative Facilities at the request of an Applicant to assist in the transportation of oversized objects through the Cooperative's service territory or in the construction of pipelines or other objects within or otherwise affecting the Cooperative's right-of-way provided that the Applicant pays for all costs incurred by the Cooperative.

Costs incurred may include labor and materials, engineering design, right of way acquisition and clearing to the extent necessary, and vehicles or equipment used, including mileage, if applicable.

400.21 OWNERSHIP OF COOPERATIVE FACILITIES

The Cooperative will accept ownership of any facilities installed by the Applicant at the time the service location is successfully energized. The Cooperative will retain the ownership of all material and facilities installed by the Cooperative or Applicant for the distribution of electric service whether the same have been paid for by the Applicant except for those facilities installed by the Applicant past the Point of Delivery.

400.22 REMOVAL AND/OR RELOCATION OF COOPERATIVE FACILITIES

At the Cooperative's sole discretion, the Cooperative may remove existing Cooperative Facilities on Applicant's premises at the Applicant's request provided that the Applicant has paid in advance for the cost of the removal of the existing Cooperative Facilities.
The Cooperative will relocate its existing Cooperative Facilities on Applicant's premises at the Applicant's request provided the Applicant has:

1. Provided an easement satisfactory to the Cooperative for the new facilities, and

2. Paid in advance for the cost of the removal of the existing Cooperative Facilities plus the cost for the construction of the new facilities.

Upon request by an Applicant, the Cooperative will replace an existing overhead electric line with an underground line provided that the Cooperative has:

1. Determined in its sole discretion that such replacement does not adversely impact electric service reliability or the Cooperative's operating efficiencies;

2. Received an easement(s), in a form satisfactory to the Cooperative, for the construction, installation, maintenance, operation, replacement and/or repair of the underground Cooperative Facilities, at no cost to the Cooperative; and

3. Received payment in advance for all costs of removal of the existing Cooperative Facilities and the full amount of the Cooperative's cost for the construction and installation of the new underground facilities.

If the Cooperative determines it is necessary to relocate existing Cooperative Facilities because a Member or any other Person fails or refuses to allow the Cooperative access to Cooperative Facilities at any time, then the Member or any other party responsible may be billed the cost of such relocation and associated expenses.

If the Cooperative determines that a safety or standard violation exists on a Member or any other Person's premises directly or indirectly caused by such Person, then the Cooperative, at the expense of such Person, will relocate Cooperative Facilities on such premises. The Member or appropriate Person will be financially responsible for the relocation or removal of Cooperative Facilities by the Cooperative and all other associated costs incurred to address the safety or standards violation.

500 RATES

500.1 MEMBER CHARGES, CREDITS AND ADJUSTMENTS

500.1.1 SERVICE AVAILABILITY CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost associated with providing services to the membership including billing, metering, collections, customer service, and other enterprise costs.

RATE

This charge, per meter, will be applicable according to the Member's rate schedule.

500.1.2 EBILLING BILLING CREDIT

APPLICABILITY

This credit will be applicable to Residential, Farm and Ranch Service Members that choose to receive a paperless bill.

PURPOSE

This credit reimburses a Member for the cost not incurred to the Cooperative involved in mailing a paper bill each month.

RATE

This credit is:

– $ 1.00 per meter

500.1.3 EDRAFT BILLING CREDIT

APPLICABILITY

This credit will be applicable to Residential, Farm and Ranch Service Members that choose to pay as per Section 300.11.3.6, Bank Draft Payment Plan.

PURPOSE

This credit reimburses a Member for the cost not incurred to the Cooperative involved in processing a payment each month.

RATE

This credit is:

– $ 1.50 per meter

500.1.4 DELIVERY CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE

This charge, per kWh, will be applicable according to the Member's rate schedule.

500.1.5 CAPACITY DEMAND CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE

This charge, per maximum demand of power consumed, measured as the maximum demand during a fifteen (15) minute interval within the billing period, will be applicable according to the Member's rate schedule.

500.1.6 PEAK DEMAND CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE

This charge, per kW, will be determined using the Peak Demand, measured on an hourly interval basis during the Time of Use Non-Summer Peak and in the Summer Peak and Summer Super Peak time periods, according to the Member's rate schedule.

500.1.7 BASE POWER CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge will be used to recover the Cooperative's actual cost of power purchased for the membership and other costs incurred in connection with the development and management of the Cooperative's power supply. Members may have the option to choose from either Flat Base Power Charge or Time-of-Use (TOU) Base Power Charge as defined below.

RATE

This charge, per kWh, will be applicable according to the Base Power Rate option selected by the Member and the Member's rate schedule. The options are as follows.

500.1.7.3 FLAT BASE POWER CHARGE

APPLICABILITY

This charge option may be applicable to all rate schedules and programs except for Transmission Level Service, and Industrial Power Service. The Flat Base Power Charge will be used for billing on Member accounts that do not choose the TOU Base Power Charge.

PURPOSE

This option allows Members to have the same cost of power regardless of the season or time of day during which the energy is consumed.

RATE

The charge is:

$ 0.044500 per kWh

500.1.7.4 TIME-OF-USE BASE POWER CHARGE

APPLICABILITY

This charge may be applicable to all rates schedules and programs except Unmetered Device Service, Interconnect Rate, Transmission Level Service, and Industrial Power Service.

PURPOSE

This charge option allows Member's cost of power to vary based on the time of day and season during which energy is consumed.

CONDITIONS

This charge option requires a twelve (12) month commitment. If a Member opts-out of the TOU Base Power Charge option prior to fulfilling the twelve (12) month commitment, the charge option will not be available to the Member for the following twelve (12) months.

RATE

The charges are:

Season	Time of Use Period		Charge per kWh
Non-Summer (Jan. – May and Oct. – Dec.)	Super Economy	2:01 am – 4:00 am	$ 0.030616
	Economy	11:01 pm – 2:00 am 4:01 am – 5:00 am	$ 0.037529
	Normal	8:01 am – 4:00 pm 7:01 pm – 11:00 pm	$ 0.042449
	Peak	5:01 am – 8:00 am 4:01 pm – 7:00 pm	$ 0.045680
Summer (Jun. – Sep.)	Super Economy	3:01 am – 5:00 am	$ 0.030398
	Economy	11:01 pm – 3:00 am 5:01 am – 7:00 am	$ 0.031940
	Normal	7:01 am – 12:00 pm 8:01pm – 11:00 pm	$ 0.035883
	Peak	12:01 pm – 2:00 pm 6:01 pm – 8:00 pm	$ 0.046863
	Super Peak	2:01 pm – 6:00 pm	$ 0.088620

500.1.8 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost incurred to receive access to transmission service in the ERCOT region of Texas as established by the Commission.

RATE

This charge, per kWh or kW, will be applicable according to the Member's rate schedule. The options are as follows.

500.1.8.1 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KWH

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

RATE
The charge will be applicable based on energy, per kWh, according to the Member's rate schedule. The charge will recover the actual cost as established by the Commission.

The charge will be updated each June 1st and October 1st to align with forecasted costs.

500.1.8.2 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KW

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

RATE
This charge, per kW, will be determined by multiplying a member's demand measured during the Four Coincident Peak (4CP) intervals times the monthly charge. If the Member's demand is negative, the Member may receive a credit.

The charge will recover the actual cost as established by the Commission.

Until such time as the Member's 4CP demand is established, the TCOS Pass Through Charge will be as per Section 500.1.8.1, Transmission Cost of Service (TCOS) Pass Through Charge, per KWh.

500.1.9 COMMUNITY SOLAR TRANSMISSION COST ADJUSTMENT (STCA)

APPLICABILITY
This adjustment applies to all Members enrolled in the Community Solar Rate.

PURPOSE
This adjustment will be used to credit a Member's account with a portion of the savings from the avoided TCOS charges attributable to community solar generation.

RATE
The adjustment, per kWh, will be determined as follows:

For all kWh sold to any Members enrolled in the Community Solar Rate, the solar transmission cost adjustment (STCA) will be calculated as follows:

STCA = – (80% X TCOS Pass Through Charge)

500.1.10 PRIMARY SERVICE ADJUSTMENT (PSA)

APPLICABILITY
This adjustment may be applicable to all rate schedules corresponding to a Member receiving Primary Level Service. A Member receiving Primary Level Service must procure, install, and maintain all facilities and equipment beyond the Point of Delivery at their expense and in accordance with NESC and NEC standards.

PURPOSE
This adjustment will be used to credit a Member receiving electric power and energy at Primary Service Level.

RATE
This adjustment will be based on the total amount due for the applicable charges incurred for the month. Applicable charges, according to the Member's rate schedule, are the Delivery, Capacity Demand, Peak Demand, Base Power, and TCOS Pass Through Charges. The adjustment will not apply to any other charges, fees, credits, or adjustments. The adjustment will be determined as follows:

PSA = – (Monthly sum of applicable charges) X 2%

500.1.11 RENEWABLE ENERGY RIDER CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge provides Member's the ability to purchase electricity generated by renewable energy sources.

RATE
The charge is:

$ 0.000430 per kWh

The pricing is based on the Texas Renewable Energy Credits Index and will be changed periodically to reflect current index pricing.

500.1.12 SUSTAINABLE POWER CREDIT

APPLICABILITY
This credit applies to all Members enrolled in the Interconnect Rate.

PURPOSE
This credit will be used to compensate a Member for Received Energy.

RATE
The credit per kWh of Received Energy is:

- $0.053770

500.1.13 WHOLESALE ENERGY CREDIT

APPLICABILITY
This credit applies to all Members enrolled in the Interconnect Wholesale Energy Rate.

PURPOSE
This credit will be used to compensate a Member for Received Energy from an Interconnection fifty (50) kW AC or greater.

RATE
The credit, per kWh, will be determined as follows:

Wholesale Energy Credit = (Received Energy x Real Time Settlement Point Price at corresponding Load Zone)

500.1.14 FRANCHISE FEE

APPLICABILITY

This charge may be applicable to all Members served by the Cooperative inside a municipality's corporate boundary. All franchise fees not included in base rates will be separately assessed for Member service provided within the municipality where the franchise fee is authorized. The portion of the franchise fee not included in base rates will appear on the bill as a separate line item.

RATE

This charge will be calculated by multiplying the franchise fee percentage assessed by the municipality times the charges for energy and power sold and such other authorized charges to a Member (excluding any taxes and other authorized exclusions). Applicable sales tax may be assessed on franchise fee amounts.

500.1.15 SALES TAX

APPLICABILITY

This charge may be applicable to the Member in addition to the applicable Rates. Members claiming exemption from sales taxes should provide a sales tax-exemption form, acceptable to the Cooperative.

500.1.16 COOPERATIVE OWNED LAMP CHARGE

APPLICABILITY

This charge may be applicable to Cooperative owned outdoor lighting assets where the existing facilities, owned by either the Cooperative or the Member, are suitable for the installation of lighting. Cooperative owned outdoor lighting assets include lamps and lighting fixtures ("Cooperative Owned Area Lighting").

MAINTENANCE OR REPAIRS OF COOPERATIVE OWNED AREA LIGHTING

The Cooperative will own, install and maintain Cooperative Owned Area Lighting. Upon failure of any Cooperative Owned Area Lighting, such Lighting will be replaced by the Cooperative with LED lighting, and applicable charges may apply.

The Member will pay for costs of repairs including labor and materials for damage to Cooperative Owned Area Lighting resulting from an act of vandalism as determined by the Cooperative. The Member will be responsible for any costs of repairs including labor and materials for damage to existing facilities owned by the Member.

MEMBER REQUESTS

Relocate – The Member will pay for all costs, including labor and materials for the relocation of any Cooperative Owned Area Lighting and necessary facilities, subject to Section 400, Line Extension Policy.

Change Out – Any Member requesting to change out functional Cooperative Owned Area Lighting to LED lighting will pay the net book value of the existing Cooperative Owned Area Lighting including labor costs of change out as determined by the Cooperative. Following the change out, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

Removal – Only applies to Cooperative Owned Area Lighting installed on Member-owned facilities. Any Member requesting the removal of Cooperative Owned Area Lighting must provide notice in writing to the Cooperative. The Member will be responsible for paying the net book value of the existing Cooperative Owned Area Lighting including labor costs of removal as determined by the Cooperative and any costs for disposal of the Cooperative Owned Area Lighting. Upon removal, the Member will be responsible for any costs associated with furnishing of new lamps or lighting fixtures including labor and installation and maintenance and repair. Following the removal, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

Purchase – Only applies to Cooperative Owned Area Lighting installed on Member-owned facilities. Any Member requesting the purchase of Cooperative Owned Area Lighting must provide notice in writing to the Cooperative. The Member will be responsible for paying the net book value of the existing Cooperative Owned Area Lighting. Upon purchase, the Member will own the lamps or lighting fixtures, and be responsible for any maintenance and repair costs. Following the purchase, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

RATE
The following charges will apply per lighting device:

Lamp Type:	Lighting Category:	Charge per Lamp:
LED 1	Lighting Type LA, 0 to 50 watts	$9.22
LED 2	Lighting Type LB, 51 to 100 watts	$19.22
HP 1*	Lighting Type LB, 51 to 100 watts	$7.37
HP 2*	Lighting Type LE, 201 to 250 watts	$14.39
MH*	Lighting Type LD, 151 to 200 watts	$6.62
MV*	Lighting Type LD, 151 to 200 watts	$6.62

LED – Light Emitting Diode; HPS – High Pressure Sodium; MH – Metal Halide;
MV – Mercury Vapor

* These lamps are no longer available for new installations.

500.1.17 POWER OF CHANGE

APPLICABILITY
This adjustment applies to all Members participating in PEC's voluntary on-bill round up and donation program. A participating Member may choose to discontinue at any time.

PURPOSE
This adjustment is used to raise funds to support community support programs and associated giving subject to the conditions in the Community Support and Power of Change Policy.

RATE
The total monthly bill will be rounded up to the nearest dollar.

500.1.18 CAPITAL CREDITS

APPLICABILITY
This adjustment may apply to all Members who have allocated capital credits.

PURPOSE
This adjustment will serve as the Cooperative's method to distribute a Member's share of the Cooperative's Net Operating Margins based upon each Member's purchases of electric service or energy, or as such Net Operating Margins may otherwise be allocated within a Member Class to a Member.

RATE
As approved by the Board of Directors.

500.1.19 MISCELLANEOUS PASS-THROUGH CHARGE

APPLICABILITY

This charge may be applicable to a Member if the Cooperative incurs a cost directly as a result of actions taken by or on behalf of the Member or for the strict benefit of such Member and not collected in another fee or rate schedule.

PURPOSE

This charge recovers the cost associated with a Member responsible for directly incurring the costs.

RATE

Actual cost incurred monthly.

500.1.20 TEMPORARY WINTER STORM SURCHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the Cooperative's actual cost of power purchased and other associated costs from Winter Storm Uri in February 2021.

RATE

The charge is:

$ 0.007000 per kWh

Section 500.1.21 above and all references will be removed effective September 30, 2023.

500.2 RATE SCHEDULES

500.2.1 RESIDENTIAL, FARM AND RANCH SERVICE

500.2.1.1 RESIDENTIAL, FARM AND RANCH SERVICE

APPLICABILITY

This schedule applies to Members receiving distribution service in locations built to serve as and are currently serving as an Individual Private Dwelling or Multi-Family Dwelling and their facilities, or facilities used for small-scale agricultural purposes such as water wells. If the location is being used for commercial purposes, PEC may change the member's rate to the appropriate non-residential service rate.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 22.50	meter	month
Delivery Charge	$ 0.028405	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2 NON-RESIDENTIAL SERVICE

500.2.2.1 SMALL POWER SERVICE

APPLICABILITY

This schedule applies to distribution service locations built for commercial purposes with a rolling twelve (12) month average maximum demand below fifty (50) kW. The maximum demand will be captured during the hourly interval within the monthly billing cycle with the highest demand. If a Member's maximum monthly demand is fifty (50) kW or greater in any rolling twelve (12) month period, then the Cooperative may re-classify the Member as Large Power Service for a period of at least twelve (12) months or until the rolling twelve (12) month average demand is below fifty (50) kW.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	meter	month
Delivery Charge	$ 0.021977	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.2 LARGE POWER SERVICE

APPLICABILITY

This schedule applies to distribution service locations with a rolling twelve (12) month average demand of fifty (50) kW or greater, and who is not covered by another rate schedule. The maximum demand will be captured during the hourly interval within the monthly billing cycle with the highest demand. If a Member's maximum monthly demand is below fifty (50) kW in any rolling twelve (12) month period, then the Cooperative may re-classify the Member as Small Power Service for a period of at least twelve (12) months or until the rolling twelve (12) month average demand is fifty (50) kW or greater.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 150.00	meter	month
Peak Demand Charge	$ 6.74	kW	Peak Demand
Base Power Charge	Per Section 500.1.7.4	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.3 INDUSTRIAL POWER SERVICE

APPLICABILITY

This schedule applies to Members whose service level is not classified as Secondary, Primary, or Transmission level and whose uses are not covered by another specific rate schedule.

This schedule is not available to new Members or Applicants effective March 1, 2021.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 1,000.00	meter	month
Capacity Demand Charge	$ 0.490000	kW	Capacity Demand
Base Power Charge	See Below	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand

Base Power Charge: The cost of power to serve the Member, including capacity, ancillary services, delivery, energy, and fuel charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. These costs will be a direct pass through from the wholesale provider provided that the Member's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Member's power cost at the wholesale supplier's metering point to the Cooperative.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.4 TRANSMISSION LEVEL SERVICE

APPLICABILITY

This schedule applies to Members receiving power at transmission level voltage (sixty (60) KV or above).

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 1,000.00	meter	month
Base Power Charge	See Below	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand

Base Power Charge: The cost of power to serve the Member, including capacity, ancillary services, delivery, energy, and fuel charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. These costs will be a direct pass through from the wholesale provider provided that the Member's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Member's power cost at the wholesale supplier's metering point to the Cooperative.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.5 ELECTRIC VEHICLE PUBLIC CHARGE STATION RATE

APPLICABILITY

The rate is applicable to a Member or non-Member receiving electric service through a public electric vehicle charging station connected to the Cooperative's Delivery System and owned and/or operated by the Cooperative.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Ten percent (10%)	n/a	total charges
Delivery Charge	Per Section 500.2.1.1	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.4	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: The charge will be ten percent (10%) of the total cost per kWh calculated on the sum of the Delivery, TCOS, and Base Power Charges as described in this section.

The total cost per kWh will be the sum of the above charges. Charges may be subject to rounding as required by the billing software provider.

500.3 RATE PROGRAMS

500.3.1 INTERCONNECT RATE

APPLICABILITY

This program applies to Residential and Small Power Service Members with a Distributed Generation system that is less than fifty (50) kW AC of capacity. The Member must have an approved Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

RATE

Service will be measured through a single meter, with two (2) registers measuring Delivered Energy and Received Energy. Delivered Energy will determine the charges for energy consumption. Received Energy will determine the credit for surplus energy generated by the member.

MONTHLY RATE

The following charges may apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per applicable rate schedule	meter	month
Delivery Charge	Per applicable rate schedule	kWh	Delivered Energy
Base Power Charge	Flat Base Power, per Section 500.1.7.3	kWh	Delivered Energy
Sustainable Power Credit	Per Section 500.1.12	kWh	Received Energy
TCOS Pass Through Charge	Per applicable rate schedule	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per applicable rate schedule	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.2 INTERCONNECT WHOLESALE ENERGY RATE

APPLICABILITY

This program applies to Large Power Members with a DG system or any member with DG system that is fifty (50) kW AC or greater of capacity. The Member must have an approved Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per Section 500.2.2.2	meter	month
Peak Demand Charge	Per Section 500.2.2.2	kW	Peak Demand
Base Power Charge	Per Section 500.2.2.2	kWh	Delivered Energy
Wholesale Energy Credit	Per Section 500.1.13	kWh	Received Energy
TCOS Pass Through Charge	Per Section 500.2.2.2	kW	4CP Demand
Temporary Winter Storm Surcharge	Per Section 500.2.2.2	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.3 COMMUNITY SOLAR RATE

APPLICABILITY

This program applies to all rate classes except Industrial Power Service, Transmission Service, Large Power Service, and Unmetered Device Service rates. Additionally, this Rate is not applicable to accounts enrolled in Time-of-Use Base Power Charge, Interconnect, or Interconnect Wholesale Energy Rates.

CONDITIONS

1. The Community Solar Rate is available to any eligible Member provided that Member completes an enrollment application for the Community Solar Rate.

2. The allocation of available Community Solar Energy Units (as defined below) will be assigned to applicants on a first-come, first-served basis as determined by the date and time of application submission.

3. Each Member's assigned Community Solar Energy Units will be no greater than the Member's average monthly energy usage during the previous twelve (12) month period, divided by one hundred (100), and rounded up to the next whole number. If Member does not have a twelve (12) month energy usage history, then an estimated monthly average energy usage will be determined based on the information provided in the Member's application.

4. Member acknowledges that the Solar Energy (as defined below) is not a fixed amount and may vary monthly depending on total Community Solar generation. Member acknowledges Community Solar generation is intermittent in nature and the amount of energy produced varies from moment to moment depending on many factors including the time of the year, the time of the day, and the weather. As a result, the Cooperative cannot guarantee the actual amount of Solar Energy.

5. Member agrees to a recurring twenty-four (24) month enrollment commitment with an automatic renewal every twenty-four (24) months until Member submits a request to terminate enrollment no later than thirty (30) calendar days prior to the end of the commitment period. Any modifications to enrollment status will be effective at the beginning of the Member's next billing cycle.

6. Cooperative will monitor and administer the Community Solar Rate and from time to time will inspect the effectiveness of the Community Solar Rate.

7. Cooperative may elect to reduce a Member's assigned Community Solar Energy Units, with notice to Member, if Member's Solar Energy is over one-hundred and ten percent (110%) of the Member's monthly average energy usage during a rolling twelve (12) month period.

BILLING DETERMINANTS

Community Solar Energy Units – A Community Solar Energy Unit represents a portion of the Community Solar generation, assigned to the Member.

Unit Energy Allocation – The Unit Energy Allocation (kWh) is the energy for each Community Solar Energy Unit assigned to the Member on a monthly basis. The Unit Energy Allocation will be based on the monthly total Community Solar generation divided by the number of Community Solar Energy Units assigned to Members enrolled on the Community Solar Rate. The Unit Energy Allocation will be equivalent to no more than one hundred (100) kWh.

Solar Received – The monthly energy that corresponds to each Member from Community Solar generation. The Solar Energy will be determined by multiplying the Member's Community Solar Energy Units by the monthly Unit Energy Allocation.

Net Energy – The Net Energy (kWh) will be calculated by subtracting the Solar Energy from the Delivered Energy on a monthly basis. If Solar Energy is greater than Delivered Energy, then the Solar Energy will be adjusted to equal the Delivered Energy, and Net Energy will be zero (0). The Net Energy will never be negative regardless of the Member's Community Solar Energy Units.

MONTHLY RATE
The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per applicable rate schedule	meter	month
Delivery Charge	Per applicable rate schedule	kWh	Delivered Energy
Peak Demand Charge	Per applicable rate schedule	kW	Peak Demand
Base Power Charge	Flat Base Power, per Section 500.1.7	kWh	Net Energy
Community Solar Base Power Charge	$ 0.061080	kWh	Solar Received
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Solar Transmission Cost Adjustment	Per Section 500.1.9	kWh	Solar Received
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

TCOS Pass Through Charge –The TCOS charge will apply to Delivered Energy for Members as per the applicable tariff in Section 500.1.8.1. Transmission Cost of Service (TCOS) Pass Through Charge.

Solar Transmission Cost Adjustment – The STCA credit will apply to Solar Energy received by Members as per the applicable tariff in Section 500.1.9, Community Solar Transmission Cost Adjustment.

Community Solar Base Power Charge – The Community Solar Base Power Charge will recover the actual cost of power purchased for Community Solar generation and other costs incurred in connection with solar generation. The Community Solar Base Power Charge will apply to Solar Energy. The Cooperative Solar Base Power Charge is $0.061080 per kWh.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.4 MILITARY BASE DISCOUNT

APPLICABILITY
The discount will be applicable in conjunction with the Member's rate schedule to any military base that the Cooperative serves, as required by the Texas Utilities Code. Sec. 36.354. The provisions of the applicable rate schedule are modified only as shown herein.

MONTHLY RATE
The amount due to the Cooperative will be reduced by twenty percent (20%), except for the Base Power and TCOS charges applicable to the Member, and excluding any adjustment factors, cost recovery factors, specific facilities charges, and service fees, as per the Member's rate schedule.

500.3.5 ECONOMIC DEVELOPMENT DISCOUNT

PURPOSE

To encourage economic development, provide economic stimulus, and increase the competitiveness of communities in their economic development pursuits within the Lower Colorado River Authority (LCRA) service territory, the Cooperative will pass through an Economic Development Discount (EDD) available through the LCRA to qualifying Members.

APPLICABILITY

Subject to the conditions listed and confirmation of availability from LCRA, this discount applies to Large Power Service, Transmission Level Service, and Industrial Power Service Members with minimum LCRA supplied energy usage of two million two hundred thousand (2,200,000) kWh to a single site in the LCRA service territory.

CONDITIONS

To be eligible to receive an EDD, a Large Power Service, Transmission Level Service, or Industrial Level Service Member must meet the following requirements:

1. Member must have added a new location for electric service within LCRA's service territory or expanded an existing location for electric service with addition of a new metering point within the LCRA's service territory;

2. Service location must have appropriate metering equipment to record actual energy consumption;

3. Member must have received economic development assistance, including but not limited to, tax incentives or grants, from cities, counties or other regional entities (Member must provide executed agreements that address various economic impact metrics such as job creation and investment requirements); and

4. Member must enter into a five (5) year agreement with the Cooperative in a form approved by the Cooperative, which may include, among other provisions, terms regarding minimum load requirements, purchase power requirements, metering data submission, economic impact reporting, and repayment provisions for failure to meet conditions of discount.

RATE

After the first year of Member's minimum annual usage of two million two hundred thousand (2,200,000) kWh served by the Cooperative through energy purchases from the LCRA at a single site within the LCRA service territory, and each year thereafter for no more than three (3) years, the discount will apply to reduce the Cooperative's total costs for providing service to the new service location in the amounts and terms described in an agreement entered into between the Cooperative and the Member. The amount of the EDD for the Member will be equivalent to the reduction that the Cooperative receives from LCRA minus any associated cost of implementation.

AVAILABILITY

The discount will be available to applicable Members for no more than three (3) years.

500.3.6 UNMETERED DEVICE SERVICE

APPLICABILITY

This schedule applies to Members requesting Unmetered Service to lighting and non-lighting related devices owned, operated, and maintained by the Member or the Cooperative. Devices may not have a maximum power requirement of more than five hundred (500) watts.

CONDITIONS
To qualify for this service, the Member must comply with the following provisions:

1. Member must provide the technical specifications and location of device(s) installed;

2. Member must provide notice of any new device(s) installed or changes to approved devices by the Member within 48 hours of installation;

3. A maximum of one-hundred and fifty (150) individual devices can be aggregated to a single account; and

4. All approved devices must be located within the same municipality for the assessment of any municipal franchise fee, if applicable.

UNAUTHORIZED DEVICES
Failure by Member to notify the Cooperative of any new devices may result in the Cooperative's refusal to continue service.

If the Cooperative discovers any new and unauthorized devices installed by the Member, the Cooperative may make a billing adjustment to account for six (6) months of energy consumption for each unauthorized device.

If the Cooperative discovers any changes to authorized devices, such as a change in the device's category, already installed by the Member, the Cooperative will make a billing adjustment to account for the difference in energy consumption between the billed device and the unauthorized device for six (6) months of energy consumption for each unauthorized device.

500.3.6.1 UNMETERED LIGHTING DEVICE SERVICE

BILLING DETERMINANTS
The Cooperative will place each lighting device in the categories below. Monthly consumption is based on a fifty (50) percent load factor.

Lighting Device Category and Monthly Energy Consumption		
Device Type LA	1 – 50 watts	18 kWh
Device Type LB	51 – 100 watts	37 kWh
Device Type LC	101 – 150 watts	55 kWh
Device Type LD	151 – 200 watts	73 kWh
Device Type LE	201 – 250 watts	91 kWh

MONTHLY RATE
The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	account	month
Delivery Charge	$ 0.021977	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: This charge is applicable if devices are not already included on a bill with a metered account. Otherwise, the account will be billed per this rate schedule.

The charge per lamp above is the monthly energy (kWh) multiplied by the calculated sum of the Delivery Charge and the Base Power Charge as described in this section.

Members with Cooperative-owned devices will be billed a lamp charge per Section 500.1.16, Cooperative Owned Lamp Charge.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.6.2 UNMETERED NON-LIGHTING DEVICE SERVICE

BILLING DETERMINANTS

The Cooperative will place each non-lighting device in the categories below. Monthly consumption is based on a one hundred (100) percent load factor.

Non-Lighting Device Category and Monthly Energy Consumption		
Device Type A	1 – 100 watts	73 kWh
Device Type B	101 – 200 watts	146 kWh
Device Type C	201 – 300 watts	219 kWh
Device Type D	301 – 400 watts	292 kWh
Device Type E	401 – 500 watts	365 kWh

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	account	month
Delivery Charge	$ 0.010988	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: This charge is applicable if devices are not included on a bill with a metered account. Otherwise, the account will be billed per the applicable rate schedule.

The charge per device above is the monthly kWh multiplied by the calculated sum of the Delivery Charge, TCOS Charge, and the Base Power Charge as described in this section.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.4 FEE SCHEDULE

FEE	AMOUNT	SECTION
Open Records Fee – Staff research time	$ 40.00 per hour	300.4
Open Records Fee – Copies	$ 0.25 cents per page for any pages in excess of 10 pages	300.4
Open Records Fee – Other materials and services not included in research time and copies.	Actual cost	300.4
Subpoena Response Service Fee	$ 40.00 / hour	300.4.1
Easement Release Fee	$ 100.00	300.4.2
Membership Fee	$ 50.00	300.8.1
Establishment/Transfer Fee	$ 50.00	300.8.2
Same Day Service Fee	$ 125.00 – (8 AM to 5 PM on Business Days) $ 175.00 – All other times	300.9.3
Late Payment Processing Fee	10 percent of unpaid amount	300.11.4
Non-Payment Disconnect/Reconnect Fee	$ 75.00	300.11.9
Loan Late Fee	The greater of $ 7.50 or 7 percent	300.11.5
Return Check/Denied Bank Draft Fee	$ 30.00	300.11.6
Meter Test Fee	$ 100.00	300.13.4
Advanced Metering Opt Out Program – Meter Exchange Fee	$ 150.00	300.13.6
Advanced Meter Opt Out Program – Non-Payment Disconnect/Reconnect Fee	$ 200.00	300.13.6
Advanced Metering Opt Out Program – Meter Reading Fee	$ 30.00, additional $ 3.50 / mile charge for service locations further than thirty (30) miles from nearest area office	300.13.6
Meter Tampering Fee	$ 500.00	300.13.7
System Impact Fee	$ 200.00	400.15
Planning Redesign Fee	$ 500.00 or actual cost, whichever greater	400.16

FEE	AMOUNT	SECTION
After Hours Service Fee	At cost	400.17
Miscellaneous Trip Fee	$ 100.00	400.18
Franchise Fee	Varies depending on the municipality	500.1.14
Distributed Generation Interconnection Transfer Fee	$ 150.00	600.4
Distributed Generation Interconnection, 50 kW and under		
Application and Engineering Study Fee	$ 250.00	600.4
Interconnect Agreement and Inspection Fee	$ 250.00	600.4
Distributed Generation Interconnection, greater than 50 kW		
Application Fee	$ 150.00	600.4
Interconnect Agreement and Inspection Fee	$ 250.00	600.4
Engineering Study Fee	At cost	600.5

600 INTERCONNECTION POLICY

600.1 GENERAL

This Policy applies to the installation and parallel operation of Member owned Distributed Generation (DG).

While not regulated by the Commission on this subject, the Cooperative adopts as its requirements for safety, reliability, and operational rule the Commission's Substantive Rule 25.212 "Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation" as may be amended from time to time as the Cooperative's interconnection, operational, safety, and reliability rules, except for any portions of the substantive rule which refer to the Commission's form of an Interconnection Agreement or Tariff as may be amended from time to time. Should any provision of the adopted substantive rule and this Policy conflict, this Policy will control.

600.2 LIMITATIONS WITH REGARD TO METERS AND FACILITIES

A Member may serve all load behind the meter at the location of the interconnecting DG facility but will not be allowed to serve multiple meters, multiple consuming facilities or multiple Members with a single DG facility or under a single DG application.

600.3 COMPLIANCE WITH ALL LAWS, REGULATIONS, AND STANDARDS

A Member requesting to interconnect a DG facility to the Cooperative's Delivery System is responsible for and must follow, in addition to all provisions of this Policy, the Cooperative's Tariff and Business Rules, the policies and procedures of the Cooperative's power supplier where applicable, the policies and procedures of the interconnecting transmission provider where applicable, the rules and regulations of ERCOT and the Commission where applicable, the current IEEE 1547 Standard Guide for Distributed Generation Interconnection, other applicable IEEE standards, applicable ANSI standards, including ANSI C84.1 Range A and any other applicable governmental and regulatory laws, rules, ordinances or requirements. All legal, technical, financial, or other requirements in the following sections of this Policy must be met prior to interconnection of the DG facility to the Cooperative's system.

600.4 MEMBER REQUIREMENTS

APPLY FOR DG SERVICE

To begin the process of interconnecting a DG facility to the Cooperative's Delivery System, a Member must complete and submit an Application for Interconnection and Parallel Operation of Distributed Generation (DG), Section 700.5.

APPLICATION AND ENGINEERING STUDY FEES

At the time of application for DG service, the Member will pay a refundable application and engineering study fee. The application and engineering study fee will recover the cost for the Cooperative to complete all work required to facilitate the Member's DG service prior to execution of an interconnect agreement, including an engineering study for DG interconnections under 50 kW AC. This fee may be refunded in the case that an Applicant's costs to interconnect a DG system would require Cooperative Delivery System upgrades as per the Line Extension Policy, Section 400. For DG interconnections greater than 50 kW AC, the cost of the engineering study is not included in the application fee, therefore the Applicant will be billed separately at cost. All fee amounts are per Section 500.4, Fee Schedule.

EXECUTE AN INTERCONNECT AGREEMENT

To interconnect a DG facility to the Cooperative's Delivery System, a Member must complete, submit, and have approved by the Cooperative an Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

PAY INTERCONNECT AGREEMENT AND INSPECTION FEES

The Member will pay a non-refundable interconnect agreement and inspection fee if executing an Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6. The interconnect agreement and inspection fee covers the cost for the Cooperative to complete all work required to facilitate the Member's DG service with the exception of any work required in the application

process covered by the application fees or by Section 400.14, Service Upgrades to Existing Cooperative Facilities. All fee amounts are per Section 500.4, Fee Schedule.

DISTRIBUTED GENERATION INTERCONNECTION TRANSFER FEE
A member moving into an existing interconnect location with intent to generate will be required to establish a new Interconnect Agreement with the Cooperative and pay the DG Interconnection Transfer Fee. All fee amounts are per Section 500.4, Fee Schedule.

600.5 COOPERATIVE REVIEW OF PROPOSED DG FACILITY

ENGINEERING STUDIES AND STUDY FEES
The Cooperative will conduct an engineering study, service study, coordination study and/or utility system impact study prior to interconnection of a DG facility. The scope of any such studies will be based on the characteristics of the particular DG facility to be interconnected and the Cooperative's Delivery System at the proposed location. Studies may be conducted by a qualified third party. For DG facilities greater than 50 kW AC, an estimate of the engineering study cost and an estimate of the time required to complete the study will be provided to the Member in advance as part of the application fees. If the cost of the study is in excess of the estimate the member will be required to pay actual cost in full.

LIABILITY
The Cooperative intends the review process and any inspections as a means to safeguard the Cooperative's facilities and personnel. The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative will not impose any liability on the Cooperative and does not guarantee the adequacy of the Member's equipment or DG facility to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such DG installations.

SYSTEM UPGRADES AND MODIFICATIONS TO COOPERATIVE FACILITY
If interconnection of a particular DG facility will require material capital upgrades to the Cooperative' Delivery System as determined by the engineering study, the Cooperative will provide the Member with an estimate of the schedule and Member's cost for the upgrade. If the Member desires to proceed with the upgrade, the Member will be responsible for all costs associated with the upgrade in accordance with Section 400.14, Service Upgrades to Existing Cooperative Facilities.

GENERAL SAFETY AND RELIABILITY
The Cooperative reserves the right to require additional safety, reliability and/or operational equipment and/or measures beyond that required by the referenced Substantive Rule where its engineering study determines that such equipment and/or operational measures are required. In such cases, the Member will be responsible for the cost of such equipment and/or operational measures.

DG FACILITY ACCESS
The Cooperative has the right to access the area where the disconnect switch for the DG facility is installed for purposes of testing and/or operating the disconnect switch. Such entry onto the Member's property may be without notice.

If the Member erects or maintains locked gates or other barriers, the Member will furnish the Cooperative with convenient means to circumvent the barrier for full access.

METERING
The Member location will be metered in accordance with Section 300.13, Measurement and Metering of Service. Depending on the size and registration status of the DG facility with ERCOT additional meter requirements may be necessary.

700 APPENDICES

700.1 MEMBERSHIP APPLICATION AND CERTIFICATE

MEMBERSHIP APPLICATION AND CERTIFICATE

I apply for membership in Pedernales Electric Cooperative, Inc. I agree to be connected to and receive service from the Cooperative's electric distribution system. I agree to pay for Cooperative services and abide by the Cooperative's Bylaws, Tariff, policies, and procedures. I authorize agents of the Cooperative to enter and will allow easy access to my property to repair and maintain lines or equipment or for any other purpose necessary to provide services and conduct business.

Date: _____ Account number: _____

Name and address of applicant:

_____

_____

_____

_____

Phone: _____ Alternate phone: _____

Location description:

_____

_____

_____

_____

I understand that Pedernales Electric Cooperative requires one (1) refundable membership fee per member. The membership fee will be applied as a credit to the bill when all accounts are closed.

This certifies the applicant is a member of Pedernales Electric Cooperative, Inc.

700.2 RESIDENTIAL LETTER OF GUARANTEE

PEC COPY – RETURN TO:
P.O. BOX 1, Johnson City, TX 78636

RESIDENTIAL LETTER OF GUARANTEE

(Waiver of Deposit agreement)

In order that Pedernales Electric Cooperative, Inc. ("PEC"), waive a cash deposit for securing payment of electric bill for:

Applicant Name: _____

I, (Guarantor Name): _____

Agree to pay an amount not to exceed one hundred and fifty dollars ($150.00).
I UNDERSTAND BY SIGNING THIS AGREEMENT THAT:

1. A credit risk assessment on the Guarantor may be conducted by PEC or on its behalf.
2. The amount of liability for Guarantor toward payment of Member's unpaid final bill will not exceed one hundred and fifty dollars ($150.00).
3. This Agreement transfers with the Member/Guarantor, should either party change his or her service address and continue to receive electric service from PEC.
4. This guaranty will terminate automatically when the Member has paid his or her bills for twelve (12) consecutive months without service being disconnected for nonpayment, without having more than one (1) late payment, and without having more than one (1) returned item.
5. **If Member fails to pay the final bill within sixteen (16) days after the final due date, the Guarantor's electric account may be charged an amount not to exceed one hundred and fifty dollars ($150.00). If this amount is not paid or arrangements not made for payment, Guarantor's own electric service may be disconnected.**

Member name: _____
Member signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____
Amount: _____

Guarantor: _____
Guarantor signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____

Appearing the Guarantor, _____ , subscribed and sworn

before me this _____ day of _____ , 20 _____ .

(NOTARY SEAL)

Notary public signature: _____

Pedernales Electric Cooperative, Inc.
Residential Letter of Guarantee - PEC copy
Pedernales Electric Cooperative, Inc.

GUARANTOR COPY

RESIDENTIAL LETTER OF GUARANTEE

(Waiver of Deposit agreement)

In order that Pedernales Electric Cooperative, Inc. ("PEC"), waive a cash deposit for securing payment of electric bill for:

Applicant Name: _____

I, (Guarantor Name): _____

Agree to pay an amount not to exceed one hundred and fifty dollars ($150.00).
I UNDERSTAND BY SIGNING THIS AGREEMENT THAT:

1. A credit risk assessment on the Guarantor may be conducted by PEC or on its behalf.
2. The amount of liability for Guarantor toward payment of Member's unpaid final bill will not exceed one hundred and fifty dollars ($150.00).
3. This Agreement transfers with the Member/Guarantor, should either party change his or her service address and continue to receive electric service from PEC.
4. This guaranty will terminate automatically when the Member has paid his or her bills for twelve (12) consecutive months without service being disconnected for nonpayment, without having more than one (1) late payment, and without having more than one (1) returned item.
5. **If Member fails to pay the final bill within sixteen (16) days after the final due date, the Guarantor's electric account may be charged an amount not to exceed one hundred and fifty dollars ($150.00). If this amount is not paid or arrangements not made for payment, Guarantor's own electric service may be disconnected.**

Member name: _____
Member signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____
Amount: _____

Guarantor: _____
Guarantor signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____

Appearing the Guarantor, _____ , subscribed and sworn

before me this _____ day of _____ , 20 _____ .

(NOTARY SEAL)

Notary public signature: _____

Pedernales Electric Cooperative, Inc.
Residential Letter of Guarantee - Guarantor copy

700.3 PREPAID PAYMENT OPTION MEMBER AGREEMENT

PRE-PAID PAYMENT OPTION MEMBER AGREEMENT

Pedernales Electric Cooperative, Inc. ("PEC") is pleased to offer the Pre-paid Payment Option to eligible members. This payment option allows you to manage your electric usage and payments towards your electric bill. With this payment option, each day, PEC will bill you for your previous day's usage and deduct the bill amount from the credit on your account. Daily balances are available for review at pec.coop/PayNow, SmartHub, or by phone. PEC will send you notices by phone, text, or email reflecting your balance. If you have an existing deposit on your account, PEC will retain $50 of that deposit and apply the remaining amount to your pre-paid balance.

ELIGIBLE MEMBERS MUST:

- Have a twenty five dollar ($25) pre-paid credit balance to set up the account
- Keep a credit balance on the account at all times

OTHER PROGRAM INFORMATION:

- Pre-paid accounts are not eligible for the following services and rates:
  - Deferred Payment Arrangement, Budget Billing, Automatic Payment Plan
  - Time of Use, Interconnections, or Cooperative Solar rates
  - Medical Necessity Registry, Advanced Meter Opt Out Program, or with three-phase service
- No deposit based on credit worthiness is required for Pre-paid Payment Option accounts
- Make payments via the SmartHub app, online, by phone, at kiosks, by mail, or in person
- Existing balances must be cleared or a payment arrangement must be scheduled prior to enrollment:
  - Fifty percent (50%) of every payment will be applied to the outstanding balance.
  - The remaining fifty percent (50%) will be applied to the pre-paid account balance until the outstanding balance is paid in full
- Members are responsible for setting up personalized notifications via SmartHub
- If service is disconnected for lack of pre-paid funds, the unpaid balance will be due along with a twenty five dollar ($25) credit balance to reinstate electric service

PRE-PAID PAYMENT OPTION MEMBER AGREEMENT - CONTINUED

MEMBER:

1. I request that my account be added to the Pre-paid Payment Option. I agree to abide by the Tariff and Business Rules (Section 300.11.3.1) governing the Pre-paid Payment Option.
2. I consent to electronic notifications by electronic mail, text, or by phone regarding the Pre-paid Payment Option, including notifications regarding balances. PEC will send notice either by email or text when the balance is at ten dollars ($10) or less. You may elect to receive additional alerts by through your SmartHub account. I understand that it is my responsibility to immediately notify PEC of any changes to my contact information.
3. The continuation of electric service depends on your prepaying for service on a timely basis and once the fund balance on the electric account is depleted to zero dollars ($0), a notification will be sent, and service is subject to disconnection. The daily base rate will continue to accumulate even if no energy consumption occurs.
4. Member assumes all liability for and holds harmless PEC, its directors, officers, employees, and agents for any and all damages of every kind resulting from my participation in the Pre-paid Payment Option including, without limitation, automatic disconnection or reconnection of service.
5. I understand that at any time, I may elect to discontinue the Pre-paid Payment Option and resume standard billing. At that time, PEC will require full payment of any outstanding balance and may require a deposit.
6. Member acknowledges and agrees to the terms and conditions described herein.

Member name: _____ Date: _____

Account: _____ Phone: _____

Email: _____

700.4 MEDICAL NECESSITY PROGRAM APPLICATION

MEDICAL NECESSITY PROGRAM APPLICATION

IMPORTANT INFORMATION:

- This application must be completed to obtain Chronic or Critical Care designation with Pedernales Electric Cooperative, Inc. ("PEC").
- This application will not be processed if incomplete, unreadable, or improperly submitted. All information is required, unless otherwise indicated.
- Submission of this application does not automatically result in Chronic or Critical Care designation.
- Members will be notified upon approval and when the designation is due for renewal.
- Pursuant to the Tariff and Business Rules of PEC, designation as a Chronic or Critical Care residential member does not relieve a member of the obligation to pay for electric service, and service may be disconnected for failure to pay.
- Chronic or Critical Care designation does not guarantee continuous electric power. If electricity is a necessity to sustain life, you must make other arrangements for on-site back-up capabilities or other alternatives in the event of power loss.
- It is important that we have the most current phone number and mailing address on record. Members who have registered their PEC account(s) online may also receive notifications via the registration email address.
- More information may be found on this Program in the "Medical Necessity Program" section of the PEC Tariff and Business Rules.

INSTRUCTIONS FOR MEDICAL NECESSITY PROGRAM APPLICATION:

MEMBER: Complete Part 1 of application and provide to patient's physician to complete
PHYSICIAN: Complete Part 2 of application
MEMBER: Return signed application to any PEC office or via email, fax, or mail

Office locations: Visit pec.coop/locations

Email: medical@peci.com

Fax: 830-868-4956
Attn: Medical Necessity Program

Mail: Pedernales Electric Cooperative, Inc.
Attn: Medical Necessity Program
P.O. Box 1
Johnson City, Texas 78636

MEDICAL NECESSITY PROGRAM APPLICATION - CONTINUED

PART 1: COMPLETED BY THE MEMBER - ALL INFORMATION IS REQUIRED

Member name on PEC account: _____

Patient name: _____

(Name of Patient living permanently at the Service Location who requires chronic condition or critical designation pursuant to PEC's Tariff and Business Rules. The Patient may be the same person as the Member.)

Account number on your PEC bill: _____ Generator? _____

Service location on your PEC bill: _____

City: _____ State: _____ Zip: _____

Mailing address on your PEC bill: _____

City: _____ State: _____ Zip: _____

Member primary phone: _____ Alternate phone (if any): _____

Emergency (Secondary) Contact Information (Your application will be rejected unless you include an Emergency Contact name or insert "I choose not to provide an Emergency Contact name." Failure to include an Emergency Contact may result in disconnection of your electric service without notice if PEC is unable to contact you.

Emergency contact: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Primary phone: _____ Alternate phone (if any): _____

MEMBER – I have read and understood PEC's information on the Medical Necessity Program and certify that the information provided on this application is correct. I understand the information may also be used to determine whether I am eligible for additional notices relating to my electric service. I agree to be contacted by telephone at the phone numbers listed above with respect to the Medical Necessity Program. Pedernales Electric Cooperative, Inc. is not liable for delayed or undelivered notifications.

PATIENT/PATIENTS GUARDIAN, PARENT, OR MANAGING CONSERVATOR – I have read and understood the information on the Medical Necessity Program and certify that the information provided in this application about me (or the patient) is correct. I agree to the release of the information on this form concerning my (or the patient's) medical condition for the purposes stated on this application.

MEDICAL NECESSITY PROGRAM APPLICATION - CONTINUED

PART 2: COMPLETED BY THE PATIENT'S PHYSCIAN – ALL INFORMATION IS REQUIRED

CHRONIC CONDITION:	**YES**	**NO**
The patient has a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent impairment of a major life function through a significant deterioration or exacerbation of the person's medical condidtion.	☐	☐
If yes to the above, has the medical condition been diagnosed as a life-long condition?	☐	☐

OR

CRITICAL CARE CONDITION:	**YES**	**NO**
The patient is dependent upon an electric-powered medical device to sustain life.	☐	☐
If yes to the above, has the medical condition been diagnosed as a life-long condition?	☐	☐

Physician name (please print): _____

Texas Medical Board License number: _____

Phone: _____

Physician signature: _____

700.5 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

Name (First): _____

Name (Last): _____

Organization (if applicable): _____

PEC account number: _____

PEC meter number: _____

Member phone: _____

Member email: _____

Installation address: _____

Installer's name: _____

Installer's phone: _____

Installer's email: _____

Distributed generator details:

Fuel or energy source (solar, etc.): _____

Nameplate rating (kW-DC): _____

Nameplate output rating (kW-AC): _____

Operating voltage (volts): _____

Connection (phase): _____

Equipment manufacturer: _____

Power factor: _____

Frequency: _____

APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

Battery storage system? ☐ **Yes** ☐ **No**

If answering Yes to battery storage system, than complete the next set of questions:

Nameplate rating (kW-DC): _____

Nameplate output rating (kW-AC): _____

Location of facility: _____

Installer's name: _____

Installer's phone: _____

Installer's email: _____

By submitting to PEC, the Member authorizes PEC to discuss this application with the installer listed herein and such other persons necessary to process this Application including, but not limited to, any electrical contractor or consultant for the project.

700.6 INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

THIS AGREEMENT (the "Agreement") made this _____ day of _____ by and between _____, hereinafter referred to as the "Member", and PEDERNALES ELECTRIC COOPERATIVE, INC., hereinafter referred to as the "Cooperative", is as follows:

Member owns or intends to own and/or operate an electric power generating installation, at the service location below, and desires to interconnect and operate such installation in parallel with the Cooperative's electric distribution system. This Agreement defines the requirements and responsibilities of the Member including terms affecting delivery and sale of electricity as well as conditions required for parallel operating distributed generation. Parallel operation and sales of electricity will be governed by the Cooperative's Tariff and Business Rules including any and all amendments that may hereafter be approved by the PEC Board of Directors.

Account number: _____

Member name: _____

Service location: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **SCOPE OF AGREEMENT.** This Agreement is applicable to conditions under which Cooperative and Member agree that one or more generating facility or facilities, interconnecting at a single point, of ten (10) megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facility") may be interconnected to Cooperative's facilities, as described in Exhibit A.

2. **ESTABLISHMENT OF POINT(S) OF INTERCONNECTION.** The Cooperative and the Member agree to interconnect the Facility at the Point of Interconnection in accordance with the Cooperative's Tariff and Business Rules.

3. **RESPONSIBILITIES OF COOPERATIVE AND MEMBER.** While the Cooperative is not regulated in this matter by the Public Utility Commission of Texas, the Cooperative has adopted as its requirements for safety, reliability, and operational rule the Commission's Substantive Rule 25.212 "Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation" hereinafter referred to as the "Rules." Member shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for the Facility specified on Exhibit A. Member shall conduct its operations of the Facility in compliance with all aspects of the Rules. Maintenance of the Facility shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Member agrees to cause the Facility to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

   Member covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, the Facility on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the Facility of one Party, affecting or impairing the Facility of the other

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

Party, or other Facility with which Cooperative is interconnected.

The Cooperative shall notify Member if there is evidence that operation of the Facility causes disruption or deterioration of service to other utility Members or if the operation of Facility causes damage to the Cooperative's facility or other Facility with which the Cooperative is interconnected. Member shall work promptly to resolve the problem.

Member shall notify the Cooperative of any emergency or hazardous condition or occurrence with the Facility which could affect safe operation of Cooperative's facility or other Facility with which Cooperative is interconnected.

Member shall provide Cooperative at least fourteen (14) Business Days' written notice of a change in ownership; any circumstances necessitating a change in the person who is the Member; or cessation of operations of one or more Facility. Upon notice by Member of circumstances necessitating a change in the person who is the Member, the Cooperative shall undertake in a reasonably expeditious manner entry of a new Agreement with the change in person who is the Member.

4. **RIGHT OF ACCESS, EQUIPMENT INSTALLATION, REMOVAL & INSPECTION.** Upon reasonable notice, the Cooperative will send a qualified person to the premises where the Facility is located to inspect the interconnection before the Facility first produces energy. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Cooperative shall have access to the premises where the Facility is located for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its members. Member warrants it has, or has obtained from all other persons, all necessary rights to provide Cooperative with access to the premises and Facility, as necessary or appropriate for Cooperative to exercise its rights under this Agreement and the Rules.

5. **DISCONNECTION OF FACILITY.** Member retains the option to disconnect from the Cooperative's facilities. Member shall notify Cooperative of its intent to disconnect by giving Cooperative at least thirty (30) business days' written notice. Such disconnection shall be a termination of this Agreement.

6. **EFFECTIVE TERM AND TERMINATION RIGHTS.** This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Member may terminate this Agreement at any time, by giving Cooperative thirty (30) business days' written notice; (b) Cooperative may terminate upon failure by Member to generate energy from the Facility within twelve months of executing this Agreement; (c) either the Cooperative may terminate by giving the Member at least thirty (30) Business Days' written notice that the Member is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default. Upon termination Member will ensure the Facility is disconnected from the Cooperative's electric distribution system. The Cooperative may inspect the Facility to ensure proper disconnection from the Cooperative's electric distribution system.

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

7. **SALES OF ELECTRIC SERVICE TO MEMBER.** Member agrees to pay for electric service in accordance with the applicable Interconnection Rate and is subject to such other rates as may be applicable under its Tariff.

8. **CREDITS TO MEMBER.** The Cooperative shall credit electric service in accordance with the applicable rate schedule and is subject to such other rates as may be applicable under its Tariff.

9. **RECEIPT OF POLICY.** Member acknowledges that the Interconnection Policy of the Cooperative is found in its Tariff and Business Rules, as may be amended from time to time.

10. **LIMITATION OF LIABILITY AND INDEMNIFICATION.**
a. Member assumes full responsibility for electric energy furnished to him or her at and past the Point of Interconnection and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises owned or operated by Member arising from electric power and energy delivered by Cooperative or in any way arising directly or indirectly from Member's Facility except (i) when the gross negligence or willful misconduct of the Cooperative or its agent or agents was the sole proximate cause of injuries, including death therefrom, to Member or to employees of Member or in the case of a residential Member, to all members of the household; and (ii) as to all other injuries and damages, to the extent that injuries or damages are proximately caused by or result in whole or in part from (a) any gross negligence or willful misconduct of the Cooperative or its agent(s) independent of and unrelated to the maintenance of Cooperative's facilities or any condition on Member's premises or (b) the breach by Cooperative of any provision of any contract regarding purchase and/or sale of electrical energy or service between Cooperative and Member.
b. The Cooperative's review process and any inspections are intended as a means to safeguard the Cooperative's facilities and personnel. The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of the Member's equipment or DG facility to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such installations.
c. Insurance and Indemnity. Member may consider obtaining liability insurance which insures Member against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation, and maintenance of the Member's generating equipment. Otherwise, the Cooperative's liability is limited herein and in accordance with its Tariff and Member agrees to indemnify and hold the Cooperative harmless from all claims except as may be specified herein or in the Tariff and Business Rules.
d. The Cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and wave form fluctuations occasioned by causes reasonably beyond the control of the Cooperative, including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction. For claims resulting from failures, interruptions, or voltage and wave form fluctuations

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

occasioned in whole or in part by the negligence of the Cooperative or its agent(s), the Cooperative shall be liable only for that portion of the damages arising from personal injury, death of persons, or costs of necessary repairs to or reasonable replacement of electrical equipment proximately caused by the gross negligence or willful misconduct of the Cooperative or its agent(s). The Cooperative shall not be liable in any event for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Cooperative does not assume liability for any costs and damages arising from the disruption of the business of the Member.

11. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Member and Cooperative for the service herein described, and the Cooperative, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Member agrees that it is not relying on any statements not herein contained.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Member:

By: _____

Printed name: _____

Date: _____

Pedernales Electric Cooperative, Inc.

By: _____

Printed name: _____

Title: _____

Date: _____

EXHIBIT A:

1. Member's Facility One-Line Diagram

2. Member's Facility map including location of the following:
   a. Facility disconnects
   b. Labeling of Facility
   c. Cooperatives access points to Facility

700.7 PRIMARY LEVEL SERVICE AGREEMENT

PRIMARY LEVEL SERVICE AGREEMENT

This Primary Service Level Agreement is entered into by and between _____,

herein called "Applicant", and Pedernales Electric Cooperative, Inc. (PEC), herein called "Cooperative" to ensure Applicant recognizes the responsibilities.

This Agreement covers the responsibilities of the Applicant at the following service location:

_____

_____

_____

SERVICE CHARACTERISTICS:
Applicant understands the Cooperative is delivering service to the service location as per Applicant's above request. The Cooperative meter will be the "Point of Delivery". Applicant will be solely responsible for all facilities past the Point of Delivery. This includes ongoing operations and maintenance for Applicant-owned facilities once the Service Location has been energized. The Applicant recognizes that PEC will not perform any work at any time past the Point of Delivery.

Service hereunder will be alternating current, _____ phase, at a frequency of sixty (60) Hz,

and power will be delivered to the Member at _____ kV voltage.

TERM:
This agreement will become effective and binding when executed by both parties, and will remain in effect while Applicant is receiving service delivered at Primary Service Level. The agreement will no longer be in effect if service disconnection is requested by the Applicant. In the case the Applicant wishes to change service delivery by the Cooperative from Primary Service to Secondary Service Level, the Applicant must contact the Cooperative and apply for a line extension as detailed in the Cooperative's Tariff and Business Rules, Section 400, Line Extension Policy.

PEDERNALES ELECTRIC COOPERATIVE, INC.:

Signature: _____

Printed name: _____

Title: _____

Date: _____

APPLICANT:

Signature: _____

Printed name: _____

Date: _____

700.8 APPLICATION FOR EASEMENT RELEASE

APPLICATION FOR EASEMENT RELEASE

In order to process an application for the release of an easement, the following items must be provided:

1. An Application for Easement Release completed and signed by the Applicant;
2. A survey plat, if available, of the area being requested for release showing all property lines, improvements on property, all easements contained on the property with special reference to the easement to be released;
3. If the easement being requested for release was dedicated and recorded by separate instrument, a copy of said instrument must also accompany the application. These documents are obtainable at the County Clerk's office in the respective county in which the document is recorded;
4. A cover letter may include specific information not included in the above, i.e. special circumstances or conditions such as closing dates, which the Applicant believes will assist PEC staff in the processing of the Application; and
5. A processing fee must accompany the Application; the application fee is to be paid by all Applicants, including governmental entities. This fee is non-refundable regardless of whether the Application is ultimately approved by Pedernales Electric Cooperative, Inc.

Upon receipt of the above items, the Application will be researched and reviewed. Assuming the release may be granted, the Cooperative will prepare the necessary documents; the Applicant will be responsible for recording of the easement release (and any associated recording fees) if necessary. Please allow a minimum of thirty (30) business days for processing, research and review.

If we are unable to grant your request, we will contact you promptly. If you have any questions, please contact the District Engineering Supervisor at the office listed below or call toll free at 877-372-0391.

Please submit your request and direct your questions to:

APPLICATION FOR EASEMENT RELEASE - CONTINUED

Application is hereby made for the release of the following easement as described below:

The easement is on property legally described as:

Subdivision/section: _____

Lot and block number: _____

Plat book volume/page: _____

Street address: _____

Provide common description of the easement requested for release, indicating the amount of the easement to be released (provide a survey or plat of the area with the area to be released highlighted).

Property owner's name: _____

Mailing address: _____

Telephone number: _____

Note: If multiple owners own the property in which the easement(s) is requested to be released, include the complete names, addresses, and phone numbers of each owner.

Describe proposed use of area to be released:

Additional relevant information for Cooperative's review:

APPLICATION FOR EASEMENT RELEASE - CONTINUED

Confirm the Application includes the following items:

☐ Plat/survey

☐ Copy of easement(s)

☐ Processing fee

The undersigned, as owner of the property referenced or agent, acknowledges the information including within the Application is true and accurate. It is further understood that receipt of this Application by Pedernales Electric Cooperative, Inc. does not obligate the Cooperative to release any easements referenced herein. The undersigned acknowledges that the Cooperative's employees or representatives may access and inspect the property referenced in the Application.

APPLICANT: _____

Signed by: _____

Printed name: _____

Title: _____

Date: _____

PEC USE ONLY:

☐ APPROVED _____

☐ UNAPPROVED _____

By: _____

Style Definition: TOC 2

TARIFF AND BUSINESS RULES

FOR ELECTRIC SERVICE

Pedernales Electric Cooperative, Inc.
201 South Avenue F
P.O. Box 1
Johnson City, Texas 78636-0001

TABLE OF CONTENTS

100 DEFINITIONS 6
200 DESCRIPTION OF THE COOPERATIVE'S SERVICE AREA 10
200.1 COUNTIES SERVED 10
200.2 FRANCHISE CITIES SERVED 10
300 GENERAL SERVICE RULES AND REGULATIONS 11
300.1 GENERAL 11
300.2 AVAILABILITY OF TARIFF 11
300.3 ALTERNATE LANGUAGE REQUIREMENTS 11
300.4 MEMBER ACCESS TO COOPERATIVE RECORDS 11
300.4.1 SUBPOENA RESPONSE SERVICES 11
300.4.2 EASEMENT RELEASE APPLICATION 12
300.5 WAIVERS 12
300.6 NON-DISCRIMINATION 12
300.7 CREDIT WORTHINESS AND SECURITY DEPOSITS 12
300.7.1 CREDIT REQUIREMENTS FOR RESIDENTIAL APPLICANTS 12
300.7.2 CREDIT REQUIREMENTS FOR NON-RESIDENTIAL APPLICANTS 13
300.7.3 DEPOSITS AND GUARANTEE AGREEMENTS 13
300.7.3.1 NEW APPLICANT 13
300.7.3.2 EXISTING MEMBER 14
300.7.3.3 ADDITIONAL DEPOSIT 14
300.7.3.4 DEPOSIT WAIVER DUE TO FAMILY VIOLENCE 14
300.7.3.5 REFUSAL OF SERVICE 14
300.7.4 GUARANTEES OF RESIDENTIAL MEMBER ACCOUNTS 14
300.7.5 AMOUNT OF DEPOSIT 15
300.7.6 INTEREST ON DEPOSITS 15
300.7.7 RECORDS OF DEPOSITS 16
300.7.8 REFUNDING DEPOSITS AND VOIDING LETTERS OF GUARANTEE 16
300.7.9 RE-ESTABLISHMENT OF CREDIT 16
300.8 ESTABLISHING MEMBERSHIP ..... 17~~17~~16
300.8.1 ESTABLISHING MEMBERSHIP AND MEMBERSHIP FEE 17
300.8.2 ESTABLISHMENT OR TRANSFER FEE 17
300.9 SERVICE 17
300.9.1 CONDITIONS OF SERVICE 17
300.9.2 TIMING OF SERVICE 18
300.9.3 SAME DAY SERVICE FEE 18
300.9.4 SERVICE TO RENTAL LOCATION 18
300.9.5 REFUSAL OF SERVICE 18
300.9.6 CONTINUITY OF SERVICE 19
300.9.7 DISCONTINUATION OF SERVICE 19
300.9.7.1 VOLUNTARY MEMBER DISCONNECTION 19
300.9.7.2 COOPERATIVE DISCONNECTION 19
300.9.7.2.1 DISCONNECTION WITH NOTICE 19
300.9.7.2.2 DISCONNECTION WITHOUT PRIOR NOTICE 20
300.9.7.2.3 DISCONNECTION PROHIBITED 20
300.9.7.2.4 DISCONNECTION DUE TO COOPERATIVE ABANDONMENT 21
300.9.7.2.5 DISCONNECTION OF PAYMENT ASSISTANCE MEMBERS 21
300.9.7.2.6 DISCONNECTION DURING EXTREME WEATHER 21
300.9.7.2.7 DISCONNECTION DURING WEEKEND OR HOLIDAY 21
300.9.7.2.8 DISCONNECTION NOTICES 21
300.9.8 SWITCHOVER AND DISCONNECT FEES 22
300.9.9 RECONNECTION FEE 22

300.9.10 MEDICAL NECESSITY PROGRAM 22
300.9.11 CRITICAL LOAD PROGRAM 23
300.9.12 RECORD OF INTERRUPTION 23
300.10 EMERGENCY OPERATIONS PLAN 23
300.11 BILLING AND PAYMENT 23
300.11.1 BILLING RECORDS RETENTION 24
300.11.2 PAYMENT 24
300.11.3 PAYMENT PLANS 24
300.11.3.1 PRE-PAID PAYMENT PLAN 24
300.11.3.2 INSTALLMENT PLAN 26
300.11.3.3 FIXED PAYMENT PLAN 27
300.11.3.4 AVERAGE PAYMENT PLAN 27
300.11.3.5 CREDIT CARD PAYMENT PLAN 27
300.11.3.6 BANK DRAFT PAYMENT PLAN 27
300.11.4 LATE PAYMENT PROCESSING FEES 27
300.11.5 LOAN LATE FEES 28
300.11.6 RETURNED CHECK / DENIED BANK DRAFT / DENIED CREDIT CARD 28
300.11.7 PAYMENT DEADLINE EXTENSION 28
300.11.8 PAYMENT DEADLINE EXTENSION FOR ELDERLY RESIDENTIAL MEMBERS 28
300.11.9 NON-PAYMENT DISCONNECT AND RECONNECT FEE 28
300.11.10 TRANSFERS OF DELINQUENT BALANCES 28
300.12 VOLTAGE DESIGNATIONS 29
300.13 MEASUREMENT AND METERING OF SERVICE 29
300.13.1 METERING REQUIREMENTS 29
300.13.2 METER RECORDS 30
300.13.3 METER READINGS 30
300.13.4 METER TESTING 30
300.13.5 ADJUSTMENTS DUE TO METER ERRORS 31
300.13.6 ADVANCE METERING OPT OUT PROGRAM 31
300.13.6.1 METER EXCHANGE FEE 31
300.13.6.1.1 METER READINGS AND METER READING FEE 31
300.13.7 METER TAMPERING; THEFT OF ELECTRIC SERVICE 32
300.13.8 METER TEST FEE 32
300.14 DISPUTE RESOLUTION 32
300.14.1 BILLING DISCREPANCIES OR ADJUSTMENTS 33
300.14.1.1 UNDER-BILLING 33
300.14.1.2 OVER-BILLING 33
300.14.2 POWER FACTOR ADJUSTMENT 33
300.14.3 REFUNDS 33
300.14.4 MEMBER COMPLAINTS 33
400 LINE EXTENSION POLICY 34
400.1 OVERVIEW 34
400.2 RESIDENTIAL SERVICE 34
400.3 RESIDENTIAL DEVELOPMENTS 35
400.4 NON-RESIDENTIAL SERVICE 36
400.5 NON-RESIDENTIAL DEVELOPMENTS 37
400.6 PRIMARY LEVEL SERVICE 38
400.7 UNDERGROUND SERVICE ..... 38~~38~~39
400.8 STANDARD DELIVERY SERVICE AND FACILITIES 39
400.9 NON-STANDARD DELIVERY SERVICE AND FACILITIES 39
400.10 ROUTING 40
400.11 AREA LIGHTING 40
400.12 UNMETERED NON-RESIDENTIAL SERVICE 40
400.13 NON-PERMANENT SERVICE ..... ~~40~~41

400.14 SERVICE UPGRADES TO EXISTING COOPERATIVE FACILITIES 404041
400.15 SYSTEM IMPACT FEE 41
400.16 PLANNING REDESIGN FEES 41
400.17 AFTER-HOURS SERVICE 41
400.18 MISCELLANEOUS TRIP FEE 41
400.19 NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION 41
400.20 DE-ENERGIZATION AND LINE CLEARANCES 41
400.21 OWNERSHIP OF COOPERATIVE FACILITIES 41
400.22 REMOVAL AND/OR RELOCATION OF COOPERATIVE FACILITIES 414142
500 RATES 43
500.1 MEMBER CHARGES, CREDITS AND ADJUSTMENTS 43
500.1.1 SERVICE AVAILABILITY CHARGE 43
500.1.2 EBILLING BILLING CREDIT 43
500.1.3 EDRAFT BILLING CREDIT 43
500.1.4 DELIVERY CHARGE 43
500.1.5 CAPACITY DEMAND CHARGE 44
500.1.6 PEAK DEMAND CHARGE 44
500.1.7 BASE POWER CHARGE 44
500.1.7.1 FLAT BASE POWER CHARGE 44
500.1.7.2 TIME-OF-USE BASE POWER CHARGE 45
500.1.8 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE 45
500.1.8.1 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KWH 46
500.1.8.2 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KW 46
500.1.9 COMMUNITY SOLAR TRANSMISSION COST ADJUSTMENT (STCA) 46
500.1.10 PRIMARY SERVICE ADJUSTMENT (PSA) 46
500.1.11 RENEWABLE ENERGY RIDER CHARGE 47
500.1.12 SUSTAINABLE POWER CREDIT 47
500.1.13 WHOLESALE ENERGY CREDIT 47
500.1.14 FRANCHISE FEE 484847
500.1.15 SALES TAX 48
500.1.16 COOPERATIVE OWNED LAMP CHARGE 48
500.1.17 POWER OF CHANGE 49
500.1.18 CAPITAL CREDITS 49
500.1.19 MISCELLANEOUS PASS-THROUGH CHARGE 50
500.1.20 TEMPORARY WINTER STORM SURCHARGE 50
500.2 RATE SCHEDULES 51
500.2.1 RESIDENTIAL, FARM AND RANCH SERVICE 51
500.2.1.1 RESIDENTIAL, FARM AND RANCH SERVICE 51
500.2.2 NON-RESIDENTIAL SERVICE 51
500.2.2.1 SMALL POWER SERVICE 51
500.2.2.2 LARGE POWER SERVICE 525251
500.2.2.3 INDUSTRIAL POWER SERVICE 52
500.2.2.4 TRANSMISSION LEVEL SERVICE 535352
500.2.2.5 ELECTRIC VEHICLE PUBLIC CHARGE STATION RATE 53
500.3 RATE PROGRAMS 545453
500.3.1 INTERCONNECT RATE 545453
500.3.2 INTERCONNECT WHOLESALE ENERGY RATE 54
500.3.3 COMMUNITY SOLAR RATE 555554
500.3.4 MILITARY BASE DISCOUNT 56
500.3.5 ECONOMIC DEVELOPMENT DISCOUNT 575756
500.3.6 UNMETERED DEVICE SERVICE 57
500.3.6.1 UNMETERED LIGHTING DEVICE SERVICE 58

500.3.6.2 UNMETERED NON-LIGHTING DEVICE SERVICE 59
500.4 FEE SCHEDULE 60
600 INTERCONNECTION POLICY 62
600.1 GENERAL 62
600.2 LIMITATIONS WITH REGARD TO METERS AND FACILITIES 62
600.3 COMPLIANCE WITH ALL LAWS, REGULATIONS, AND STANDARDS 62
600.4 MEMBER REQUIREMENTS 62
600.5 COOPERATIVE REVIEW OF PROPOSED DG FACILITY 63
700 APPENDICES 64
700.1 MEMBERSHIP APPLICATION AND CERTIFICATE 64
700.2 RESIDENTIAL LETTER OF GUARANTEE 65
700.3 PREPAID PAYMENT OPTION MEMBER AGREEMENT 67
700.4 MEDICAL NECESSITY PROGRAM APPLICATION 69
700.5 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) 72
700.6 INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) 74
700.7 PRIMARY LEVEL SERVICE AGREEMENT 78
700.8 APPLICATION FOR EASEMENT RELEASE 79

100 DEFINITIONS

The following definitions apply to the Tariff and Business Rules for Electric Service, ("Tariff") of Pedernales Electric Cooperative, Inc. ("PEC" or "Cooperative"), including the service rules and regulations, policies, rate schedules and riders, and any service agreements made pursuant to this Tariff, unless specifically defined otherwise therein.

Applicant – A Person applying for membership into the Cooperative or a Member, property owner, developer, or home builder applying for a line extension, upgrade, or removal and/or relocation or modification of electric service facilities.

Billing Determinant – Measured, calculated, or specified values used to determine the Cooperative's Rates, charges, credits, and adjustments. These values may include, but are not limited to, measurements of kilowatt-hours (kWh), actual monthly Non-Coincident Peak (NCP) demand in kilowatts (kW), annual NCP demand in kilowatts (kW), Four (4) Coincident Peak Demand in kilowatts (kW), billing demand in kilowatts (kW), Power Factor, Community Solar Energy Units, Unit Energy Allocation, Solar Energy, Net Energy, and number of lamps.

Business Day – All days the Cooperative business offices are open, which includes all weekdays not including Cooperative Holidays.

Capacity Demand – The maximum demand (kW) of power consumed, measured on a fifteen (15) minute interval basis within the billing period as applicable.

Commission – The Public Utility Commission of Texas.

Contribution in Aid of Construction (CIAC) – Payment by Applicant to the Cooperative for line extensions, upgrades, or expansions in excess of allowable investments by the Cooperative, or for nonstandard service facilities, removals, or relocations.

Cooperative – Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation organized and operating under the Electric Cooperative Corporation Act, Texas Utilities Code Annotated, Chapter 161, or a predecessor statute to Chapter 161, and operating under that chapter.

Cooperative Facilities – All the plant and equipment of the Cooperative, including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the business of the Cooperative, including any construction work in progress.

Cost Calculation – A calculation of the cost to extend electric service for Residential Service or Non-Residential Service. The Cost Calculation will include labor and materials used in constructing the line extension, as well as engineering, right-of-way acquisition and clearing to the extent undertaken by the Cooperative or its agents, and all other costs directly attributable to the extension.

Delivered Energy – The total energy (kWh) delivered to a Member during a billing cycle through the Cooperative's Delivery System.

Delivery System – The electric lines and other equipment, including transformers, owned by Cooperative, and the meters, including non-Cooperative owned meters, used in the delivery of electric power and energy.

Development Cost Calculation – A calculation of the cost to extend electric service to a residential subdivision or development, or non-residential development. The Development Cost Calculation will include labor and materials used in constructing the line extension, as well as engineering, right-of-way

acquisition and clearing to the extent undertaken by the Cooperative or its agents, and all other costs directly attributable to the extension.

Distributed Generation (DG) – An electrical generating facility located at a Member's service location, which may be connected in parallel to the Delivery System.

Four (4) Coincident Peak (4CP) – The average of the monthly 15-minute demand for each of the months of June, July, August and September at the same time as the greatest ERCOT system 15-minute demand for the months of June, July, August and September.

Four (4) Coincident Peak (4CP) Demand – The demand (kW) measured during the 4CP.

Good Utility Practice – The meaning as assigned to this term in the Commission's Substantive Rule 25.5, Definitions.

Guarantor – A Member of the Cooperative who takes on a financial responsibility for an Applicant applying for service.

Holiday – Days the Cooperative does not consider a Business Day or days the Cooperative observes as holidays by not having hours of operation.

Individual Private Dwelling – A fixed, permanent residential structure. This term includes a mobile home that has been affixed in its permanent location. This term does not include self-propelled and non-self-propelled recreational vehicles that have no foundation other than wheels, jacks, or skirting.

Interconnection – The physical connection of a DG facility to the utility system in accordance with the requirements of the Interconnection Policy of the Cooperative.

Interconnection Agreement – The agreement which sets forth the contractual conditions under which the Cooperative and a Member agree that one (1) or more facilities will interconnect with the Delivery System.

Installment Plan – An agreement between the Cooperative and a Residential Service Member that allows the Member to pay an outstanding bill on installments extending beyond the bill's due date.

Landlord Provision – An owner or property manager acting as a landlord may apply for service and pay all applicable fees one time. Upon a tenants' disconnection, the landlord is automatically reconnected without being held liable for a tenant's bill nor charged additional establishment or interruption of service fees.

Load Zone – A group of electrical buses assigned to the same geographic region as designated by ERCOT.

Member – Any Person, firm, corporation, or body politic that has applied for electric service and has paid the Cooperative's membership fee.

Member Class – A group of Members with similar electric usage and service characteristics (i.e. residential, small power, large power) taking service under one (1) or more rate schedules.

Multi-Family Dwelling – Building(s) containing two (2) or more dwelling units, rented primarily for non-transient use, and with rent paid at intervals of one (1) week or longer. Multi-Family Dwelling includes residential condominiums, whether rented or owner occupied.

Municipality – A city, incorporated village, or town, existing, created, or organized under the general, home rule, or special laws of the State of Texas.

Net Operating Margins – The excess revenue remaining after all operating expenses, including but not limited to, cost of power, depreciation, interest, and taxes have been deducted from the Cooperative's total operating revenue.

Non-Residential Service – Service provided to Members who meet the qualifications for service in Section 500.2.2, Non-Residential Service~~Non-Residential Service~~.

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Parallel Operation – The operation of on-site DG while the customer connects to the Cooperative's Delivery System.

Payment Plan – Any agreement between the Cooperative and a Member that allows a Member to pay the outstanding bill after its due date.

Peak Demand – The maximum demand (kW) of power consumed measured on an hourly interval basis during the Peak and the Super Peak time periods as applicable.

Person – Any natural person or business entity or trust.

Point of Delivery – The point, as determined by the Cooperative, at which electric power and energy leaves the Delivery System. For residential installations, the Applicant will install and be solely responsible for the wiring of the installation and all service entrance wiring through the weather head and the meter base to the Applicant's main disconnect switch or service center. For non-residential installations, the Applicant will install and be solely responsible for the wiring of the installation on Applicant's side of the Point of Delivery regardless of the metering location provided that the voltage service level at the metering location is the same as that of the delivery point.

Premises – A tract of land or real estate including buildings and other appurtenances thereon.

Primary Account – For a Member that has multiple accounts, the account to which the membership fee is assigned and determines the Members' voting district.

Primary Level Service – Service delivered at any one of the Cooperative's standard service voltages delivered after one (1) Cooperative transformation (other than by use of autotransformers) from a transmission voltage.

Qualifying Cogenerator – The meaning as assigned to this term by 16 U.S.C. §796 (18) (C).

Qualifying Cogeneration Facility – The meaning as assigned to this term by 16 U.S.C. §796 (18) (B).

Qualifying Facility – Either a Qualifying Small Power Producer or Qualifying Cogeneration Facility.

Qualifying Small Power Producer – The meaning as assigned to this term by 16 U.S.C. §796 (17) (D).

Rate – Includes:

1. Any compensation, tariff, charge, adjustment, credit, rider, fare, toll, rental, or classification that is directly or indirectly demanded, observed, charged, or collected by the Cooperative for a service, product, or commodity; and
2. A rule, practice, or contract affecting the compensation, tariff, charge, fare, toll, rental, or classification.

Real Time Market – Energy transactions occurring within the current instant in time in the ERCOT market.

Received Energy – The surplus energy generated by a DG system with an Interconnection Agreement received by the Cooperative's Delivery System during a billing cycle.

Residential Service – Service provided to Members who meet the qualifications for service in Section 500.2.1, Residential, Farm and Ranch Service~~Residential, Farm and Ranch Service~~.

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Secondary Level Service – Service delivered at any one of the Cooperative's standard service voltages delivered after two (2) or more Cooperative transformations (other than by use of autotransformers) from a transmission voltage.

Service – The term includes any act performed, anything supplied, and any Cooperative Facilities used or supplied by the Cooperative in the performance of its duties.

Settlement Point Price – The price calculated for the Load Zone for each 15-minute settlement interval in Real-Time Market operations.

Tenant – A Person who is entitled to occupy a dwelling unit to the exclusion of others and who is obligated to pay for the occupancy under a written or oral rental agreement.

Transmission Level Service – Service delivered at the Cooperative's standard transmission service voltage.

200 DESCRIPTION OF THE COOPERATIVE'S SERVICE AREA

PEC may serve all or a portion of the counties and cities listed below.

200.1 COUNTIES SERVED

Bell County
Bexar County
Blanco County
Burnet County
Caldwell County
Comal County
Edwards County
Gillespie County
Guadalupe County
Hays County
Kendall County
Kerr County
Kimble County
Kinney County
Lampasas County
Llano County
Mason County
Menard County
Real County
San Saba County
Schleicher County
Sutton County
Travis County
Williamson County

200.2 FRANCHISE CITIES SERVED

Austin
Bertram
Blanco
Boerne
Buda
Bulverde
Cedar Park
Cottonwood Shores
Creedmoor
Dripping Springs
Fair Oaks Ranch
Florence
Georgetown
Granite Shoals
Hays
Highland Haven
Horseshoe Bay
Johnson City
Jonestown
Junction
Kempner
Kyle
Lago Vista
Lakeway
Leander
Liberty Hill
Marble Falls
Meadowlakes
Mountain City
Mustang Ridge
Niederwald
Point Venture
Round Mountain
Round Rock
San Leanna
San Marcos
Spring Branch
The Hills
Uhland
Bear Creek
Briarcliff
Volente
Weir
Wimberley
Woodcreek

300 GENERAL SERVICE RULES AND REGULATIONS

300.1 GENERAL

This Tariff contains all Rates stated separately by type of service and the rules and regulations of the Cooperative affecting Rates, terms and conditions of service. The Tariff is intended to provide uniformity in the delivery of power and energy services to all Members within the Cooperative's service area.

The Cooperative will construct, own, operate, and maintain its Delivery System in accordance with Cooperative standards and Good Utility Practice for the delivery of electric power and energy.

The Cooperative will provide all Members access to the Delivery System pursuant to this Tariff, which establishes the Rates, terms and conditions, and policies for such access.

The Cooperative Rates will provide access to the Delivery System on a non-discriminatory basis to all Members.

300.2 AVAILABILITY OF TARIFF

The Tariff will be accessible on the Cooperative's website or as requested. The Cooperative will provide copies of this Tariff at each office where applications are received, at a Member's request.

300.3 ALTERNATE LANGUAGE REQUIREMENTS

The Cooperative may provide information in English, Spanish, and any other language as the Cooperative deems necessary.

300.4 MEMBER ACCESS TO COOPERATIVE RECORDS

A Member, upon written request, is entitled to examine and copy (at the Member's expense), at any reasonable time, the books, and records of the Cooperative subject to the conditions of the Cooperative's Open Records Policy.

Requests for information are restricted to Members of the Cooperative. The Open Records Policy does not require the creation of Records (as defined in the Open Records Policy). The Cooperative reserves the right to charge an Open Records fee to the Member, payable in advance, if fulfilling the request, or a series of substantively related requests, requires large amounts of employee time or other materials and services to fulfill the request. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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Please direct all Member requests for information to:

Open Records Request
Pedernales Electric Cooperative, Inc.
P.O. Box 1, Johnson City, TX 78636

- or -

openrecords@peci.com

300.4.1 SUBPOENA RESPONSE SERVICES

If records are requested by subpoena, the Cooperative may charge the requester an hourly fee to answer the request. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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300.4.2 EASEMENT RELEASE APPLICATION

The Cooperative will assess a fee for processing an Application for Easement Release. A Member may contact the Cooperative for an Application for Easement Release. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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300.5 WAIVERS

The Cooperative's credit and deposit requirements are subject to change at any time by the Board of Directors. For good cause, including for natural disasters or other declared emergencies, the Chief Executive Officer may waive, suspend, or modify any credit or deposit requirement, the establishment fee, same day service fee, and reconnection fee for a limited duration to address the circumstances. The Chief Executive Officer must inform the Board of Directors at its next regular meeting of all actions taken.

300.6 NON-DISCRIMINATION

The Cooperative will not discriminate based on race, color, nationality, religion, sex, marital status, disability, income level, or source of income, and will not unreasonably discriminate based on geographic location.

300.7 CREDIT WORTHINESS AND SECURITY DEPOSITS

300.7.1 CREDIT REQUIREMENTS FOR RESIDENTIAL APPLICANTS

The Cooperative will require an Applicant for Residential Service or an existing residential Member to establish and maintain satisfactory credit as a condition of providing service.

Establishment of credit will not relieve any Member from complying with the Cooperative's requirements for prompt payment of bills.

The Cooperative will equally apply credit worthiness to both spouses for twelve (12) months immediately after a divorce.

An Applicant for Residential Service or an existing Residential Service Member can establish satisfactory credit by any of the following:

1. Clearing any unpaid or delinquent balances prior to re-establishing service with the Cooperative;

2. Meeting and adhering to the Cooperative's payment policies and/or Payment Plan such that:

   a. During the most recent twelve (12) consecutive months of service the Member is not late in paying a bill more than once;

   b. The Member does not have service disconnected for nonpayment; and

   c. The Member does not have more than one (1) returned check.

3. Having had a credit risk assessment conducted by the Cooperative or on its behalf and receiving a satisfactory credit risk assessment; or

4. Providing customer history from any electric service provider for the same kind of service within the last two (2) years; was not delinquent more than once in payment of any such electric service account in the most recent twelve (12) consecutive months of service, and provides a satisfactory letter of credit history from the Applicant's previous electric service provider.

300.7.2 CREDIT REQUIREMENTS FOR NON-RESIDENTIAL APPLICANTS

For Non-Residential service, if an Applicant's or existing Member's credit has not been demonstrated satisfactorily to the Cooperative, the Applicant may be required to pay a deposit in an amount not to exceed one-sixth (1/6th) of the annual estimated bill.

An Applicant for Non-Residential Service or an existing non-residential Member can establish satisfactory credit by:

1. Clearing any unpaid or delinquent balances prior to re-establishing service with the Cooperative;

2. Meeting and adhering to the Cooperative's payment policies and/or Payment Plan such that:

   a. During the most recent twenty-four (24) consecutive months of service the Member is not late in paying a bill more than once;

   b. The Member does not have service disconnected for nonpayment; and

   c. The Member does not have more than one (1) returned check.

3. Providing customer history from any electric service provider for the same kind of service within the last two (2) years; was not delinquent more than once in payment of any such electric service account in the twenty-four (24) consecutive months of service, and provides a satisfactory letter of credit history from the Applicant's previous electric service provider; or

4. Having had a credit risk assessment conducted by the Cooperative or on its behalf and receiving a satisfactory credit risk assessment.

300.7.3 DEPOSITS AND GUARANTEE AGREEMENTS

300.7.3.1 NEW APPLICANT

Upon application, if an Applicant is not credit worthy per Sections 300.7.3.1, New Applicant~~New Applicant~~ or Section 300.7.3.2, Existing Member~~Existing Member~~, they will be required to pay the following deposits, unless they qualify and choose the residential Pre-paid Payment Plan or Bank Draft Payment Plan option:

1. A fixed deposit in the amount of one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential service in the event the Applicant fails to provide complete, accurate, and verifiable identification information when requested by the Cooperative when applying for electric service; or

2. A fixed deposit in the amount of either seventy-five dollars ($75.00) or one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential Service in the event the Applicant fails to either:

   a. Provide a satisfactory letter of credit history from its previous electric service provider; or

   b. Receive a satisfactory credit risk assessment conducted by the Cooperative or on its behalf. The amount of the deposit due will be based on a credit risk assessment.

300.7.3.2 EXISTING MEMBER

An existing Member applying for additional electric service is required to pay the following charges, unless they qualify and choose the residential Pre-paid Payment Plan or Bank Draft Payment Plan option:

1. A fixed deposit in the amount of one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential Service in the event the Member fails to provide complete, accurate and verifiable identification information when requested by the Cooperative when applying for additional electric service; or

2. A fixed deposit in the amount of either seventy-five dollars ($75.00) or one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for a Non-Residential Service in the event the Member failed to satisfactorily demonstrate to the Cooperative the Member's credit worthiness or otherwise demonstrated a previous history of neglect to fulfill membership obligations. Examples include, but not limited to, paying a bill late more than once during the most recent twelve (12) consecutive months of service for Residential or twenty-four (24) consecutive months for Non-Residential Service, disconnection for nonpayment, failure to meet obligations under an installment plan, return of a check for insufficient funds, theft of service, meter tampering, safety code violations or fraud. The Cooperative bases the amount of the deposit due on a credit risk assessment.

If the Member applying for additional electric service has less than twelve (12) consecutive months of service, the Member may provide a satisfactory letter of credit history from its previous electric service provider or have a credit risk assessment conducted by the Cooperative on its behalf and receive a satisfactory credit risk assessment.

300.7.3.3 ADDITIONAL DEPOSIT

If the Applicant or existing Member has already paid a fixed deposit, the Applicant may be required to pay an additional deposit up to a total deposit amount not to exceed one-sixth (1/6th) of the annual estimated bill.

300.7.3.4 DEPOSIT WAIVER DUE TO FAMILY VIOLENCE

If the Applicant or existing Member has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, such Person will not be required to pay either an initial or additional deposit when establishing new service. This determination will be evidenced by submission to the Cooperative of a certification letter developed by the Texas Council on Family Violence within ten (10) Business Days of the application for service. This waiver will only be applied toward an initial or additional deposit for a single location for the Applicant or existing Member unless another certification letter is later provided. Any reconnections after nonpayment will be subject to payment of the past due balance, reconnection fee, deposits, and any other fees required. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.7.3.5 REFUSAL OF SERVICE

The Cooperative may refuse to provide service to an Applicant if the requested deposit is not paid at the initiation of service. The Cooperative may also refuse to reconnect service to an Applicant or existing Member if the requested deposit is not paid upon request.

300.7.4 GUARANTEES OF RESIDENTIAL MEMBER ACCOUNTS

The Cooperative will allow an Applicant that cannot meet the credit requirements as defined in Section 300.7, Credit Worthiness and Security Deposits~~Credit Worthiness and Security Deposits~~, to have a Guarantor sign an agreement that fulfills the credit requirements on their behalf. A

guarantee agreement between the Cooperative and a Guarantor with satisfactory credit must be in writing and will be for no more than the amount of the initial deposit the Cooperative would require on the Applicant's account pursuant to Section 300.7.3.1, New Applicant~~New Applicant~~.

1. A Guarantor can establish satisfactory credit by meeting and adhering to the Cooperative's payment policies and/or Payment Plans such that:

    a. During the most recent twelve (12) consecutive months of service the Guarantor is not late in paying a bill more than once;

    b. During the most recent twelve (12) consecutive months of service the Guarantor has not had service disconnected for nonpayment; and

    c. During the most recent twelve (12) consecutive months of service the Guarantor has not had more than one (1) returned check.

2. The Cooperative will void and return the guarantee to the Guarantor according to the provisions of Section 300.7.8, Refunding Deposits and Voiding Letters of Guarantee~~Refunding Deposits and Voiding Letters of Guarantee~~.

3. Upon default by a residential Member, the Guarantor of that Member's account will be responsible for the unpaid balance of the account only up to the amount agreed to in the written agreement.

4. The Cooperative will provide written notification to the Guarantor of the Member's default, the amount owed by the Guarantor, and the due date for the amount owed.

5. The Cooperative will provide the Guarantor a bill which will include the payment due date which will not be less than sixteen (16) calendar days after issuance.

6. The Cooperative may transfer the amount owed on the defaulted account to the Guarantor's own service bill, provided it separately identifies the guaranteed amount owed on the Guarantor's bill.

7. The Cooperative may disconnect service to the Guarantor for nonpayment of the guaranteed amount.

300.7.5 AMOUNT OF DEPOSIT

The total deposit(s) from an Applicant or Member will not exceed one-sixth (1/6th) of the estimated annual billing for the account unless the Member or Applicant is subject to the fixed deposit amount described in Section 300.7.3, Deposits and Guarantee Agreements~~Deposits and Guarantee Agreements~~, in which case the amount of the deposit will not be less than the amount of those fixed deposit(s).

300.7.6 INTEREST ON DEPOSITS

The Cooperative will pay interest on any required deposits at an annual rate at least equal to that set by the Commission on December first (1st) of the preceding year, pursuant to Texas Utilities Code §183.003. If a deposit is refunded, payment of interest will be made retroactive to the date of the deposit.

Payment of the interest will be made to the Member annually or at the time the deposit is returned or credited to the Member's account.

The deposit will cease to draw interest on the date it is returned or credited to the Member's account.

300.7.7 RECORDS OF DEPOSITS

The Cooperative will keep the following records:

1. The name and address of each depositor;

2. The amount and date of the deposit; and

3. Each transaction concerning the deposit.

The Cooperative will issue a receipt of deposit to each Applicant paying a deposit and will provide means for a depositor to establish a claim if the receipt is lost.

The Cooperative will maintain a record of each unclaimed deposit for at least four (4) years.

The Cooperative will make a reasonable effort to return unclaimed deposits.

300.7.8 REFUNDING DEPOSITS AND VOIDING LETTERS OF GUARANTEE

If service is not connected or is disconnected, the Cooperative will promptly refund the Applicant's deposit, plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished and void and return to the guarantor all letters of guarantee on the account or provide written documentation that the contract has been voided.

The Cooperative will promptly refund the deposit plus accrued interest to the Member or credit the amount of the deposit and accrued interest to the Member's account or void and return the guarantee or provide written documentation that the contract has been voided when the following conditions are all met.

1. Member has paid bills for Residential Service for twelve (12) consecutive billing months or when the Member has paid bills for Non-Residential Service for twenty-four (24) consecutive billing months;

2. During that time service was not disconnected for nonpayment of a bill; and

3. During that time Member was not delinquent in the payment of bills more than once.

The deposit may be retained if the Member:

1. Does not meet the foregoing refund criteria; or

2. Failed to provide complete, accurate, and verifiable identification information when requested by the Cooperative.

The letter of guarantee may be retained if the Member does not meet the foregoing refund criteria.

300.7.9 RE-ESTABLISHMENT OF CREDIT

A Member whose service has been disconnected for nonpayment of bills or theft of service (meter tampering or bypassing of meter) will be required, before service is reconnected, to pay all amounts due to the Cooperative, including reconnection and other applicable fees, and reestablish credit. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.8 ESTABLISHING MEMBERSHIP

300.8.1 ESTABLISHING MEMBERSHIP AND MEMBERSHIP FEE

Membership in the Cooperative is required for service. A Person that is a Member of the Cooperative will be entitled to a single or joint membership, no matter how many meters or accounts the Member has. A fee will be required with the initial application for service and establishes the Primary Account. At that time, the fee will be applied to the Member's open account or applied to the outstanding account balance of the last open account. Termination of membership does not release a Member or Member's estate from debts owed to the Cooperative. Additional fees may be required for each additional service connection requested by the Member, but the Cooperative will not charge an additional membership fee due to the creation of additional service connections by the Member. The Cooperative will retain the membership fee until the membership terminates or the property sells. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.8.2 ESTABLISHMENT OR TRANSFER FEE

There will be a fee collected for connecting service and/or transferring account information per service location. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.9 SERVICE

This section applies to all locations within the Cooperative's service area, according to the type of service provided and subject to the provisions of the Cooperative's Rates and Line Extension Policy and any other applicable provisions of the Tariff. These rules will not relieve in any way the Cooperative or Member from any of their duties under the laws of the State of Texas or the United States.

300.9.1 CONDITIONS OF SERVICE

The Cooperative will provide electric service to all Applicants within its service area, provided the following conditions are met:

1. The Applicant pays a membership fee and any other amounts required by the Cooperative's rules, including amounts required in Section 300.7, Credit Worthiness and Security Deposits~~Credit Worthiness and Security Deposits~~;
2. The Applicant is not delinquent on a past or present account;
3. The Applicant accepts the terms for membership and rules for service, and provides the Cooperative with information reasonably required to verify the identity of the Applicant;
4. The Applicant provides a billing address or an email address for purposes of billing notification;
5. The Applicant grants the Cooperative easement rights and acquires all necessary easements from adjacent landowners on a form acceptable to the Cooperative for its facilities. All costs and expenses, if any, related to the acquisition of easements to serve the Applicant will be the responsibility of the Applicant, including the Cooperative's costs and expenses if the Cooperative participates in the acquisition of the easements through condemnation proceedings;
6. The Applicant provides a meter loop conforming to the Cooperative's standards and the National Electrical Code (NEC);
7. The Applicant's installation and equipment must not be hazardous or of such type that satisfactory service cannot be given;

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8. The Applicant will grant access to the Cooperative or its authorized contractors or agents at all reasonable hours, or at any hour if for the sole purpose of restoring power, maintaining, upgrading, construction, or repairs of Cooperative Facilities, and perform other activities necessary to provide electrical service, including collection activity and vegetation management that in the opinion of the Cooperative may constitute a hazard to Cooperative personnel or facilities, or to the provision of electrical service. Applicant may ask the authorized contractor or agent to exhibit a photo identification badge to gain access. Failure to provide access to Cooperative Facilities may result in suspension of electrical service; and

9. The Cooperative can provide service from existing Cooperative lines or the Cooperative can build new power lines as detailed in Section 400, Line Extension Policy~~Line Extension Policy~~.

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300.9.2 TIMING OF SERVICE

Applications for new electric service not involving line extensions or construction of new facilities will be connected no later than three (3) Business Days after the Applicant has met the credit requirements in Section 300.7, Credit Worthiness and Security Deposits~~Credit Worthiness and Security Deposits~~, and complied with all applicable state and municipal regulations.

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300.9.3 SAME DAY SERVICE FEE

If an Applicant or a Member requests same day connection or reconnection due to nonpayment, any time outside of 8:00 am to 5:00 pm on Business Days, the Cooperative will collect a fee for providing service the same day. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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300.9.4 SERVICE TO RENTAL LOCATION

The Cooperative's preference is for Individual Private Dwellings or Multi-Family Dwellings to be separately metered, and will be subject to all related provisions and fees herein.

Owners, operators, proprietors, or lessors who provide leased or rented units and require continued service during periods of vacancies will be required to make application for electric service for each leased or rented unit and are encouraged to utilize the Landlord Provision. Owners, operators, proprietors, or lessors will be obligated to pay for such service, and are not required to pay an establishment fee each time a vacancy occurs.

Any tenant may request electric service disconnection for their account and the Cooperative will disconnect service as soon as reasonably possible. If an owner, operator, proprietor, or lessor, establishes an account as provided in this section, those people will be obligated to pay for service during any periods of vacancy.

Upon sale of property, the owners, operators, proprietors, or lessors are responsible for notifying the Cooperative to update the account status. The owners, operators, proprietors, or lessors are responsible for all bills at the locations until such time of notice.

300.9.5 REFUSAL OF SERVICE

The Cooperative may refuse to serve an Applicant for any of the following reasons:

1. The Applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given, or the Applicant's facilities do not comply with all applicable state and municipal regulations;

2. The Applicant fails to comply with the Cooperative's Tariff pertaining to operation of nonstandard equipment or unauthorized attachments, which interfere with the service of others.

The Cooperative will provide the Applicant notice of such refusal and a reasonable amount of time to comply with the Cooperative's Tariff;

3. The Applicant applies for service at a location where another Member has received, or continues to receive, service and the bill is unpaid at that location, and the Cooperative can prove the change in identity is made in an attempt to help the other Member avoid or evade payment of the Cooperative's outstanding bill.

4. The Applicant refuses or fails to permit the Cooperative or its authorized contractor or agents access to Cooperative Facilities whether located either at the Applicant's property or across the Applicant's property;

5. The Applicant owes a debt to the Cooperative for the same kind of service requested;

6. The Applicant refuses to pay a deposit that is required in Section 300.7.3, Deposits and Guarantee Agreements~~Deposits and Guarantee Agreements~~; or

7. The Applicant's guarantor on any account refuses to pay the amount agreed to under a guarantee agreement.

If the Cooperative has refused to serve an Applicant, the Cooperative will inform the Applicant of the reason for its refusal and the Applicant may file a complaint as referenced in Section 300.14.4, Member Complaints~~Member Complaints~~.

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300.9.6 CONTINUITY OF SERVICE

The Cooperative endeavors to provide continuous electric service but makes no guarantees against interruptions. The Cooperative will make all reasonable efforts to prevent interruptions of service. When interruptions occur, the Cooperative will re-establish service within the shortest possible time. If continuous service at a constant voltage is required, the Member must install the necessary equipment. Should Members require three-phase service, they will be responsible for providing and operating such protective equipment as is necessary to protect their equipment from damage resulting from loss of power to one (1) or more phases. If electric service interruption occurs, the Member must determine if the equipment and wiring is functioning properly. Cooperative personnel will not make repairs to Member's wiring or equipment.

The Cooperative will not be held liable for damages caused by interruption, failure to commence delivery, or voltage, wave form, or frequency fluctuation caused by interruption or failure of service or delay in commencing service due to accident or breakdown of plant, lines, or equipment, strike, riot, act of God, order of any court or judge granted in any bona fide adverse legal proceedings, or action or any order of any commission or tribunal having jurisdiction; or, without limitation by the preceding enumeration, any other act or things due to causes beyond its control, to the negligence of the Cooperative, its employee, or contractors, except to the extent that the damages are occasioned by the gross negligence or willful misconduct of the Cooperative.

300.9.7 DISCONTINUATION OF SERVICE

300.9.7.1 VOLUNTARY MEMBER DISCONNECTION

A Member may request disconnection, and the Cooperative will disconnect the service on the date requested by a Member or no later than three (3) Business Days after such date.

300.9.7.2 COOPERATIVE DISCONNECTION

300.9.7.2.1 DISCONNECTION WITH NOTICE

The Cooperative may disconnect service after proper notice, as referenced in Sections 300.11, Billing and Payment~~Billing and Payment~~, and 300.9.1, Conditions of Service, for the following reasons:

1. Failure to pay a bill for Cooperative services or make a payment arrangement by the date of disconnection and the account is delinquent;

2. Failure to comply with the terms of any payment agreement;

3. Failure to pay a deposit when required;

4. Failure to pay a guaranteed amount when required;

5. Violation of the Cooperative's rules on using service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation; or

6. Refusal or failure to permit the Cooperative or its authorized contractors or agents access to Cooperative Facilities, whether located either at the Member's property or across the Member's property, if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation described in the notice; or

7. Paying a delinquent account balance with a check returned to the Cooperative for insufficient funds.

300.9.7.2.2 DISCONNECTION WITHOUT PRIOR NOTICE

The Cooperative may disconnect service without prior notice for any of the following reasons:

1. Where a known dangerous condition exists. Where accessible, given the nature of the hazardous condition, the Cooperative will post a notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected;

2. Where the Cooperative discovers that service is being obtained in any unlawful manner;

3. If required by any official having authority to order such disconnection (where possible with prior notice);

4. Where service is connected without authority;

5. Where service was reconnected without authority after termination for nonpayment; or

6. Where there has been tampering with the Cooperative's equipment or evidence of theft of service.

300.9.7.2.3 DISCONNECTION PROHIBITED

The Cooperative may not disconnect service for any of the following reasons:

1. Delinquency in payment for the Cooperative's service by a previous occupant of the premises;

2. Failure to pay disputed charges, except for the required average billing payment, until a determination as to the accuracy of the charges has been made by the Cooperative and the Member has been notified of this determination; or

3. Failure to pay charges arising from an under-billing due to any faulty metering, unless the under-billing arises from a theft of service by a Member.

300.9.7.2.4 DISCONNECTION DUE TO COOPERATIVE ABANDONMENT

The Cooperative will not abandon a Member or a certified service area without written notice to its Members and all similar neighboring utilities, and approval from the Commission.

300.9.7.2.5 DISCONNECTION OF PAYMENT ASSISTANCE MEMBERS

The Cooperative cannot terminate service to a delinquent residential Member for a billing period in which the Cooperative receives a pledge, letter of intent, purchase order, or other notification that an energy assistance provider is forwarding sufficient payment to continue service.

300.9.7.2.6 DISCONNECTION DURING EXTREME WEATHER

The Cooperative will not disconnect a residential Member on a day when:

1. The previous day's highest temperature did not exceed thirty-two (32) degrees Fahrenheit, or the temperature is predicted to be at or below that level for the next twenty-four (24) hours, according to the local National Weather Service (NWS) reports for the Member's designated territory, eastern or western; or

2. The previous day's highest temperature exceeded one hundred (100) degrees Fahrenheit, or the predicted temperature is to be at or above that level for the next twenty-four (24) hours, according to the local NWS reports for the Member's designated territory, eastern or western.

300.9.7.2.7 DISCONNECTION DURING WEEKEND OR HOLIDAY

The Cooperative will not disconnect a Member on a weekend day or Holiday.

300.9.7.2.8 DISCONNECTION NOTICES

Any disconnection notice issued by the Cooperative to a Member will:

1. Not be issued before the first calendar day after the bill is due, to enable the Cooperative to determine whether the payment was received by the due date;

2. Be a separate mailing, electronic notice, or hand-delivered notice with a stated date of disconnection with the words "disconnection notice" or similar language prominently displayed;

3. Have a disconnection date not less than seven (7) calendar days after the Cooperative issues notice;

4. Be written in English and Spanish; and

5. Include a statement notifying the Member that if they need assistance paying their bill by the due date, or are ill and unable to pay their bill, they may be able to make an alternate Payment Plan, establish an installment plan, or possibly secure payment assistance. The notice will also advise the Member to contact the Cooperative for more information.

300.9.8 SWITCHOVER AND DISCONNECT FEES

In cases where the Cooperative provides electric service to a Member and the Member requests disconnection to obtain electric service from another utility certified to that area, the following rules will apply.

1. The Member will request the Cooperative, in writing, to disconnect electric service from the desired location.

2. The Member will pay the following charges prior to disconnection:

   a. All applicable fees and costs to cover labor and transportation costs involved in the disconnection;

   b. A charge for distribution facilities rendered idle from the disconnection and not useable elsewhere on the system based on the original cost of such facilities less accumulated depreciation, salvage, and any previous CIAC;
   c. A charge for the labor and transportation costs involved in removing any idle facilities. This charge only applies if the disconnecting Member requests removal, if removal is required for safety reasons, or if the salvage value of the facilities does not exceed such removal costs; and

   d. All charges for electric service up to the date of disconnection.

Upon payment of the above charges, the Member will receive a paid receipt from the Cooperative for presentation to the connecting utility.

The Cooperative will advise the Member that the connecting electric utility may not provide service to Member until such connecting utility has evidence that the Member has paid all charges provided for under this tariff.

All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.9.9 RECONNECTION FEE

The Cooperative will assess a fee for reconnection after nonpayment. Service reconnections for nonpayment after business hours are at the Cooperative's discretion. In the event the Cooperative performs any service reconnections for nonpayment after business hours on Monday through Sunday, the Member must pay a non-refundable same day service fee prior to reconnection. This fee is in addition to the past due balance, reconnection fee, deposits and any other fees required. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.9.10 MEDICAL NECESSITY PROGRAM

The Cooperative will maintain a registry of Residential Service locations where people rely on life-sustaining electrical equipment. To be considered for this program a Member must complete, submit and have approved by the Cooperative a Medical Necessity Program Application, Appendix 700.4.

To qualify, the location must house someone diagnosed by a physician in one of the following categories:

1. Chronic – Having been diagnosed by a physician as requiring an electric-powered device to prevent the impairment of major life function. To maintain chronic designation, Members must reapply once a year;

2. Chronic, lifelong – Same as chronic, but does not require annual application;

3. Critical care – Having been diagnosed by a physician as requiring an electric-powered device to sustain life. To maintain critical care designation, Members must reapply once every two (2) years; or

4. Critical care, lifelong – Same as critical care, but does not require biennial application.

When planned outages or service interruptions for nonpayment are scheduled, the Cooperative will attempt advance notice so preparations can be made. This Program does not guarantee priority electric service restoration, and locations registered in the program are not exempt from planned service interruptions, nor are registered Members exempt from their financial responsibilities or from the termination of service.

300.9.11 CRITICAL LOAD PROGRAM

The Cooperative will maintain a registry of non-residential service locations that can be classified as public safety, industrial, or natural gas infrastructure. To be considered for this program a Member must complete, submit, and have approved by the Cooperative a Critical Load Program Application.

To be considered, the location must fall into one of the following categories:

2. Public Safety – A Member for whom electric service is considered crucial for the protection or maintenance of public safety, including but not limited to hospitals, police stations, fire stations, and critical water and wastewater facilities.

3. Industrial – An industrial Member for whom an interruption or suspension of electric service will create a dangerous condition or significant disruption on the member's premises.

4. Natural gas infrastructure – A Member that supports natural gas-fired generation, including gas control center or gas compressor plant.

When planned outages or service interruptions for nonpayment are scheduled, the Cooperative will attempt to provide advance notice so preparations can be made. For unplanned outages, the Cooperative will prioritize Critical Load Program participants for restoration as much as practicable. This Program does not guarantee priority electric service restoration, and locations registered in the program are not exempt from planned service interruptions, nor are registered Members exempt from their financial responsibilities or from the termination of service.

300.9.12 RECORD OF INTERRUPTION

The Cooperative will keep records of sustained interruptions. Where practical, the Cooperative will keep a complete record of all momentary interruptions. These records will show the type of interruption, the cause for the interruption, the date and time of the interruption, the duration of the interruption, the number of Members interrupted, the substation identifier, and the transmission line or distribution feeder identifier. The Cooperative will retain records of interruptions for five (5) years.

300.10 EMERGENCY OPERATIONS PLAN

The Cooperative will maintain an emergency operations plan as required by the Commission.

300.11 BILLING AND PAYMENT

Once service has been established, Members will begin to receive bills on a recurring monthly basis per the billing cycle selected. The billing date will be posted on the Member's bill and refers to the date the bill has been generated. Service dates are included and refer to the days of service within that billing period. The payment due date is provided on the billing statement accompanied with the total amount due. The payment due date will not be less than sixteen (16) calendar days after the bill has been generated. The word "estimated" will be shown prominently displayed on a bill, if necessary, to identify an estimated bill. The Cooperative may submit estimated bills for good cause provided an actual meter reading is unavailable. Payments will be considered delinquent if not paid by the due date as stated on the monthly bill provided.

300.11.1 BILLING RECORDS RETENTION

The Cooperative maintains monthly billing records for each account for at least three (3) years after the mailed bill date. The billing records will contain sufficient data to reconstruct a Member's billing for a given month. Members may request copies of their account's billing records.

300.11.2 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 (7) calendar days from the date of the delinquent notice.

Members may arrange a Payment Plan with the Cooperative to prevent disconnection for non-payment of a delinquent account.

300.11.3 PAYMENT PLANS

300.11.3.1 PRE-PAID PAYMENT PLAN

This plan allows Members to deduct the costs for electric service from a credit on the account placed in advance of usage. Members enrolled in this option agree to an automatic service disconnection when their account reaches a zero (0) debit balance or more.

Applicability

This plan is available to Members enrolled in a residential service rate with a remote connect/disconnect enabled meter. This payment option may not be combined with an Installment Plan or any other Payment Plan. Members enrolled in time-of-use, interconnect, or community solar rate are ineligible for this payment option. Additionally, Members with three-phase service, participating in the advanced metering opt-out program, on the medical necessity program, or in the critical load program, are ineligible for enrollment.

Members with an outstanding account balance must bring their balance to zero (0) or agree to an arrangement for payment of the outstanding balance prior to enrollment. If the Member enters into an arrangement for payment, PEC will apply fifty percent (50%) of every payment to the outstanding balance and fifty percent (50%) to the pre-paid account balance until the Member pays the outstanding balance in full. Once enrolled, Members may not enter into a subsequent arrangement for payment of an outstanding account balance.

Requirements

To qualify for this option, Members must:

1. Have a valid email account or phone number to receive notifications;

2. Consent to receive notifications regarding this payment option, including electronic mail or messages, phone messages or texts, at any electronic mail address or phone number provided to the Cooperative;

3. Agree to update contact information upon any changes to such information; and

4. Have a remote connect/disconnect enabled meters installed at the service location.

Plan Details
Member Agreement – Upon enrollment, Member agrees to all terms and conditions of this option.

Initial Balance – A minimum credit balance of twenty-five dollars ($25.00) will be required upon enrollment in this option. Existing Members may apply deposit funds towards the minimum credit balance.

Deposits – Members enrolling in this option with credit worthiness are not required to post an account deposit. If an Applicant's or existing Member's credit has not been demonstrated satisfactorily to the Cooperative, a fifty-dollar ($50.00) deposit will be required.

The Cooperative may apply any portion of a Member's existing deposit to pre-paid account balance.

Notices – The Cooperative provides Members with Member-controlled and system generated notices regarding their pre-paid account balance and electric service connection status. Members may elect to receive notices via phone call, email, or text message. The Cooperative provides a system-generated low balance notice when the account balance becomes less than ten dollars ($10.00). Members are responsible for setting up their own Member-controlled notices via the Cooperative's online account management system.

Disconnections – Section 300.9.7, Discontinuation of Service~~Discontinuation of Service~~, other than Section 300.9.7.2.7, Disconnection during Weekend or Holiday, will not apply to Members on this option. Disconnections take place when the Cooperative sends the depleted balance notice, which is the last notice provided.

Rates and Fees – Membership and establishment fees apply to Members enrolled in this option. Members on this option will not be subject to same day service fees, late, or reconnection fees. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~. Rates apply as per Section 500, Rates~~Rates~~, with the exceptions listed below.

1. The service availability charge will be converted to a daily rate; and

2. Service availability charges will continue to accrue daily on connected meter, even if energy consumption does not occur.

Reconnection – Once the required payment posts to the account, reconnection takes place. The payment must cover:

1. All balances owed for services provided;

2. Amounts agreed upon in Payment Plan if applicable; and

3. The required minimum credit balance of twenty-five dollars ($25.00). Pre-paid accounts may not enter into an outstanding balance Payment Plan to achieve reconnection. All acceptable forms of payment that cover the amounts listed above will result in reconnection.

If a Member terminates service or the account disconnects for nonpayment and remains disconnected for seven (7) Business Days, the Cooperative will settle and final bill the account.

Billing; Late Payment Processing Fees; Transfers of Delinquent Balances and Record Retention – Sections 300.9.12 through 300.11.1 do not apply to Members on this option except for Section 300.11.10, Transfers of Delinquent Balances~~Transfers of Delinquent Balances~~.

Cancellation – A Member may choose to convert the account to another payment option at any time. The Member or the Cooperative may cancel enrollment on this option upon notification to the other party. Upon cancellation, the accumulated balance of the Member's account will become due and payable.

300.11.3.2 INSTALLMENT PLAN

This plan is an agreement between the Cooperative and a residential Member that allows the Member to pay installments that extend beyond the due date of the next bill. The Cooperative may offer this plan to any residential Member who has expressed an inability to pay and meets the criteria specified in the Cooperative's Tariff and has not been delinquent more than once in the last twelve (12) months.

The Member will pay the current bill each month, plus the agreed upon portion of the amount deferred. Failure to fulfill the terms of the agreement will result in discontinuance of service and all amounts owed will become due immediately.

The Cooperative may decline to offer this plan if, in the Cooperative's judgment, the Member is lacking sufficient credit or satisfactory history to warrant further extension of credit or if the Member has failed to provide complete, accurate, and verifiable identification information when requested by the Cooperative.

Plan Details

1. This plan may be established in person or by telephone;

2. This plan must be put in writing and provided to the Member;

3. This plan must allow for the delinquent amount be paid in negotiable installments;

4. This plan must state the length of time covered by the plan, the total amount to be paid, and the specific amount of each installment;

5. This plan must permit the Member or the Cooperative to initiate a renegotiation of the installment plan if the Member's circumstances change substantially during the time of the plan;

6. This plan must allow the Cooperative to disconnect service if the Member does not fulfill the terms of the installment plan, and will state the terms for disconnection;

7. This plan may not be offered more than once per year; and

8. This plan offered by the Cooperative will state in boldface type the following:

   "If you are not satisfied with this agreement or if agreement was made by telephone, and you feel this document does not reflect your understanding of that agreement, contact the Cooperative immediately. If you do not contact the Cooperative, you may give up your right to dispute the amount due under the agreement except for the Cooperative's failure or refusal to comply with the terms of this agreement."

300.11.3.3 FIXED PAYMENT PLAN

This plan allows a Member to pay a fixed amount per month based on twelve (12) months total billings. A true up and recalculation will be required no more than every twelve (12) months. Upon such true up and recalculation, the Cooperative will either credit or debit from the account as applicable any overpayments or underpayments. The Cooperative will add the amount of any underpayment to the amounts due. The Cooperative will deduct the amount of any overpayment from any amounts owed.

This plan applies to the Residential Service only. Members may enroll anytime with participation beginning with the first bill rendered after enrollment. Either the Member or the Cooperative may cancel the plan upon notification to the other party. Upon cancellation, any accumulated balance of the Member's account will become due and payable, or if a credit will be applied to the Member's account. The Cooperative may decline to offer this 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.

300.11.3.4 AVERAGE PAYMENT PLAN

This plan allows a Member to pay a rolling twelve (12) month average. This plan applies to Residential Service only. Members may enroll in this plan anytime with participation beginning with the first bill rendered after enrollment. Either the Member or the Cooperative may cancel the plan upon notification to the other party. Upon cancellation, any accumulated balance of the Member's account will become due and payable, or if a credit will be applied to the Member's account. The Cooperative may decline to offer this 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.

300.11.3.5 CREDIT CARD PAYMENT PLAN

This plan allows Members to authorize the Cooperative to process a monthly payment through their payment card. The amount processed will be for the full balance due each month and will be processed automatically on the bill due date.

300.11.3.6 BANK DRAFT PAYMENT PLAN

This plan allows Members to authorize the Cooperative to process a monthly payment by drafting a checking account. The amount drafted will be for the full balance due each month and will be drafted automatically on the bill due date.

300.11.4 LATE PAYMENT PROCESSING FEES

Until the Cooperative receives the payment, bills are considered unpaid; a payment is delinquent if not received at the Cooperative by the due date shown on the bill.

Residential accounts not paid by the due date may be assessed a fee to cover the cost of processing late payments. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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, not paid by the due date may be assessed a fee to cover the cost of processing late payments. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

Any governmental entity asserting eligibility to receive bills 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. All bills rendered to state agencies or other governmental entities that the Cooperative approves subject to Texas Government Code Chapter 2251, will be in accordance with that statute.

300.11.5 LOAN LATE FEES

Payment for a consumer loan to a Member with the Cooperative not paid by the due date may be assessed a late payment fee after ten (10) calendar days of non-payment. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.11.6 RETURNED CHECK / DENIED BANK DRAFT / DENIED CREDIT CARD

If a check for payment is returned, the Cooperative will debit a Member's account for the amount on each returned check, plus a returned check fee. If a payment is denied through an account setup for automatic payment bank draft, the Cooperative will debit the Member's account for the denied amount, plus a non-sufficient funds fee. If a payment is denied through an account setup for automatic credit card draft, the Cooperative will not post payment and an alternate form of payment must be arranged by the Member. If the Member pays a delinquent account balance and the check returns to the Cooperative for insufficient funds, the Cooperative will proceed to disconnect the Member's account. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.11.7 PAYMENT DEADLINE EXTENSION

Upon request of a Residential Member, and at the Cooperative's discretion, the Cooperative may extend without penalty the payment date until the twenty fifth (25th) calendar day after the bill is issued.

300.11.8 PAYMENT DEADLINE EXTENSION FOR ELDERLY RESIDENTIAL MEMBERS

Upon request of a Residential Member sixty (60) years of age or older, the Cooperative will extend without penalty the payment date until the twenty fifth (25th) calendar day after the date the bill is issued. The Cooperative may require the Member requesting the extension to present reasonable proof of age.

300.11.9 NON-PAYMENT DISCONNECT AND RECONNECT FEE

A fee will be charged if the Cooperative dispatches a service representative to collect a delinquent bill. This 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.

All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.11.10 TRANSFERS OF DELINQUENT BALANCES

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, and identify the delinquent balance and specific account as such on the bill.

300.12 VOLTAGE DESIGNATIONS

The Cooperative will deliver electric power and energy at one of the Cooperative's standard voltages. Non-standard service may be available if requested but only if the Cooperative determines such service is feasible, and the Applicant agrees to pay any additional cost to the Cooperative for delivering such non-standard service.

The Cooperative adopts the following standard voltages for electric service distribution:

Standard Service	
Single Phase	Three Phase
120 / 240 V	120 / 208 V (wye)
	277 / 480 V (wye)

Non-Standard Service	
Single Phase	Three Phase
*7,200 V	120 / 240 V (delta)*
*14,400 V	480 V (delta)*
	1,328 / 2,300 V (wye)*
	2,300 / 4,160 V (wye)*
	7,200 / 12,470 V (Primary Service)*
	14,400 / 24,900 V (Primary Service)*

Transmission Service	
Single Phase	Three Phase
	69,000 V
	138,000 V

*These voltages are available at the Cooperative's discretion.

These voltage designations are nominal design voltages. The Cooperative maintains actual normal delivery voltages so far as practicable within variations permitted by industry standards. Members are encouraged to obtain the phase and voltage of the service available from the Cooperative before committing to the purchase of motors or other equipment.

300.13 MEASUREMENT AND METERING OF SERVICE

300.13.1 METERING REQUIREMENTS

Use of meter – Except where otherwise provided by the applicable rate schedule or contract, the Cooperative charges all electricity consumed or demanded by the Member by meter measurements.

Installation – The Cooperative will provide, install, own, and maintain all meters necessary for the measurement of electric energy to its Members.

Standard type – All meters will meet industry standards. Special meters used for investigation or experimental purposes are not required to conform to these standards.

Location of meters – Meters and service switches in conjunction with the meter will be installed in accordance with the latest revision of American National Standards Institute ("ANSI"), Incorporated, Standard C12 (American National Code for Electricity Metering), and will be readily accessible for reading, testing, and inspection, where such activities will cause minimum interference and inconvenience to the Member.

Member will provide, without cost to the Cooperative, at a suitable and easily accessible location:

1. Sufficient and proper space for installation of meters and other apparatus of the Cooperative;
2. Meter socket;
3. Meter loop;
4. Safety service switches when required; and
5. An adequate anchor for service drops.

Where the meter location on the Member's premises changes at the request of the Member or due to alterations on the Member's premises, the Member will provide and have installed at their expense, all wiring and equipment necessary for relocating the meter.

Accuracy requirements – The Cooperative will not place in service or leave in service any meter that violates the test calibration limits as set by ANSI. Whenever a meter violates limits on installation, periodic, or other tests, the Cooperative will adjust or exchange it.

The Cooperative adjusts meters, as closely as practicable, to the condition of the limits as set by ANSI.

300.13.2 METER RECORDS

The Cooperative will keep the following records:

Meter equipment record – The Cooperative will keep a record of all of its meters, showing the Member's address and date of the last test. For special meters used for investigation or experimental purposes, the record will state the purpose of the investigation or experiment.

Records of meter tests – The Cooperative will properly reference all meter tests completed on the meter record. The record of each test completed at the service location will show the identifying number, constants of the meter, standard meter, and measuring devices used. Additionally, records will provide the test date, type of test performed, name of technician, level of accuracy (or percent error) at each load tested, and sufficient data to permit the verification of test results.

300.13.3 METER READINGS

Meters are read by the Cooperative on regular monthly intervals.

300.13.4 METER TESTING

Meter tests prior to installation – The Cooperative will establish the accuracy of every meter prior to its permanent installation. Unless the Cooperative has already tested a meter within the last twelve (12) months, the Cooperative will test and adjust any meter removed and/or replaced from service.

Testing of meters in service – Meter test periods for all types of meters will conform to the latest edition of ANSI Standard C12 unless specified otherwise by the Cooperative. The Cooperative, upon the request of a Member, will test the accuracy of the Member's meter. If the Cooperative or an authorized agency tests a meter at the Member's request and the Member request a new test within a period of four (4) years, the Cooperative will charge a meter test fee to the Member. The fee must be paid prior to fulfilling the request. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

Following the completion of any requested test, the Cooperative will advise the Member of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

300.13.5 ADJUSTMENTS DUE TO METER ERRORS

If the Cooperative finds any meter to be out of compliance with the accuracy standards, the Cooperative will render corrected readings and adjust bills for the period of over-billing or under-billing as described herein in Section 300.11, Billing and Payment~~Billing and Payment~~.

No refund is required from the Cooperative except to the Member last served by the meter prior to the testing.

If a meter is found to not register for any period, the Cooperative will estimate and charge for units used, but not metered for the under-billed period as described herein in Section 300.14.1.1, Under-Billing~~Under-Billing~~. The Cooperative estimates charges based on amounts used under similar conditions during the period preceding or subsequent to the period the meter was found not to register, or during corresponding periods in previous years.

300.13.6 ADVANCE METERING OPT OUT PROGRAM

This program only applies to residential accounts (excluding residential accounts with interconnection agreements or proprietor accounts). A Member may request to opt out from use of the Cooperative's advanced meter at a service location. The Cooperative may grant such request subject to certain qualifications and conditions.

300.13.6.1 METER EXCHANGE FEE

The Cooperative will charge a fee for any meter exchange at any service location already equipped with an advanced meter. Any Member participating in this program for new service locations will be required to pay the Cooperative's establishment fee. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.13.6.1.1 METER READINGS AND METER READING FEE

Members may qualify for a monthly or quarterly reading schedule. For Members on a monthly reading schedule, monthly fees will apply and the Cooperative will use the Member's energy consumption history to estimate the monthly bill calculation. The Cooperative will adjust any under-billing or over-billing resulting from the quarterly meter readings after the Cooperative acquires a new meter read.

A Member participating on a monthly reading schedule may request a quarterly reading schedule if the Member has:

1. Paid all bills for service during twelve (12) consecutive months;
2. Not been disconnected for nonpayment;
3. Not had a delinquent payment more than once; and
4. Not had a check returned more than once.

For Members on a quarterly reading schedule, monthly fees will apply and the Cooperative will use the Member's energy consumption history to estimate the monthly bill calculation. The Cooperative will adjust any under-billing or over-billing resulting from the quarterly meter readings after the Cooperative acquires a new meter read.

The Cooperative will charge a fee to each Member participating in this program each month for non-standard manual meter readings by the Cooperative and for processing of such readings for each service location. An additional per mile charge will apply for service locations further than thirty (30) miles from nearest area office. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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300.13.7 METER TAMPERING; THEFT OF ELECTRIC SERVICE

Meter tampering is a criminal offense. Meter tampering includes but is not limited to: bypassing the meter or other instances of diversion, such as physically disorienting the meter; attaching objects to the meter to divert or bypass service; inserting objects into the meter; and other electrical and mechanical means of tampering with, bypassing, or diverting electrical service.

The Cooperative will charge a fee plus all applicable charges for the estimated energy consumption where meter tampering occurred. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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Furthermore, the Cooperative may choose to file criminal charges against any Person, including any of its Members, when there is evidence of the following:

1. Interference with and/or tampering with any of the Cooperative's equipment, including, without limitation, one (1) or more of its meters (Section 28.03 of the Penal Code of the State of Texas) or any other circumstance listed in this Tariff; and/or
2. Theft of electric service (Section 31.04 of the Penal Code of the State of Texas).

The Cooperative may charge the Member for all labor, material, and equipment necessary to repair or replace all equipment damaged due to meter tampering or bypassing or other service diversion, and other costs necessary to correct service diversion where there is no equipment damage, including incidents where service is reconnected without authority. The Cooperative must provide an itemized bill to the Member of such charges. The Cooperative may also estimate and bill the Member for electric service over the entire period of meter tampering and all labor cost associated with rectifying the offense.

300.13.8 METER TEST FEE

Upon request, once every four (4) years, a Member may receive a meter test at no charge. If a Member asks for an additional meter test and the meter is found to be in compliance with ANSI standards, a fee will be incurred. If the meter is found to be out of compliance with the applicable

ANSI standard, the Cooperative will not charge a fee to the Member. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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300.14 DISPUTE RESOLUTION

In the event of disputes between a Member and the Cooperative regarding any bill for electric service, the Cooperative will investigate the circumstances and report the results to the Member. If the dispute remains, the Member may meet with a Cooperative representative to resolve it. If unresolved, the Cooperative will advise the Member of the Member complaint procedures of the Cooperative. If the Member files a complaint with the Cooperative, the Cooperative will not disconnect a Member's service for nonpayment of the disputed portion of the bill before the Cooperative completes its supervisory review and informs the Member of its determination. Members are obligated to pay billings that are not disputed and not under review.

300.14.1 BILLING DISCREPANCIES OR ADJUSTMENTS

If a Member is billed for charges erroneously per the Tariff or if the Cooperative fails to bill a Member for services, then the Cooperative will calculate, adjust, and apply all applicable charges in the manner described herein.

300.14.1.1 UNDER-BILLING

If the Member's account is under-billed, the Cooperative may back bill the Member for the amount that was under-billed no more than 6 months from the date the error discovered unless the under-billing is a result of theft of service by the Member.

An installment plan may be available for any periods of under-billing except for such periods resulting from meter tampering, bypass, diversion, or other similar circumstance.

300.14.1.2 OVER-BILLING

If the Member's account is over-billed, the Cooperative will adjust the Member's bill accordingly for the entire over-billed period.

300.14.2 POWER FACTOR ADJUSTMENT

The Cooperative may adjust Capacity Demand Charges or Peak Demand Charges if the power factor is lower than ninety seven percent (97%). Measured capacity (kW) may be increased by one percent (1%) for each one percent (1%) by which the power factor is less than ninety seven percent (97%) lagging for a period of fifteen (15) consecutive minutes.

300.14.3 REFUNDS

Upon closure of an account, the Cooperative will issue the Member a refund check for credit balances of five dollars ($5.00) or more. The Cooperative only issues refunds on credit balances of less than five dollars ($5.00) upon verbal request by the account holder. The Cooperative will transfer any amounts not refunded in accordance with the Unclaimed Property Policy of the Cooperative.

300.14.4 MEMBER COMPLAINTS

The Cooperative has established procedures to address all complaints from Members. A Member or Applicant may file a complaint in person, by letter, on the website, or by telephone with the Cooperative.

If an employee of the Cooperative cannot immediately resolve a complaint, the employee will forward the information collected to a supervisor or manager. The employee's supervisor or manager will review the complaint and related information, and he or she will advise the complainant of the results within five (5) Business Days of the complaint. The Cooperative will investigate the Member complaint, and will report the results to the complainant. If dissatisfied, the

complainant may file a written complaint with either the Cooperative's Chief Executive Officer or designee of the Chief Executive Officer. Under their direction, a three (3) Member management team will review the complaint. The Cooperative will advise the complainant of the results within ten (10) Business Days of the written complaint.

The Cooperative will not disconnect service before completion of the review. If the Member chooses not to participate in a review, the Cooperative may disconnect service provided it issues proper notice under the corresponding disconnect procedures.

400 LINE EXTENSION POLICY

400.1 OVERVIEW

The Cooperative will extend electric service to an Applicant in accordance with the following line extension provisions. Each provision in this Tariff classifies the predominant type of electric service or use anticipated on the Applicant's premises and specifies conditions under which a line extension may be made. For each location where electric service is desired, the Applicant's classification for electric service will be determined by the Cooperative.

Electric service will not be provided and no work to extend electric service will be performed until the Applicant has met all requirements within this Tariff for extension of service including, without limitation, routing, underground service requirements, if applicable, and paid any and all fees or charges associated with the provision of electric service. This may include, but is not limited to, membership fees, establishment fees, deposits, system impact fees, CIAC, and/or planning design fees.

If facilities must be constructed, the Cooperative will provide an estimated completion date and a Cost Calculation or Development Cost Calculation for all charges to extend electric service. The requests for new electric service requiring construction should be completed within ninety (90) calendar days of fulfilling all applicable requirements, unless delayed by a cause beyond the reasonable control of the Cooperative, or unless a different time period is agreed to by the Applicant and the Cooperative.

The Applicant must comply with all requirements in Section 300.9.1, Conditions of Service. All applicable provisions of the Tariff, and standards and specifications of the Cooperative for construction, to receive electric service.

The Line Extension Policy provisions are subject to change by the Board of Directors.

400.2 RESIDENTIAL SERVICE

APPLICABILITY

To qualify for an extension under this section, the Applicant and the location where the Applicant is requesting electric service must comply with the following provisions:

1. The location must be an Individual Private Dwelling, Multi-Family Dwelling, personal recreational vehicle, hunting cabin, barn, shop, water well, gate opener, Member-owned lighting system, or other residential installations.

2. If the Applicant is developing a residential subdivision or mixed-use development with Individual Private Dwelling(s) or Multi-Family Dwelling(s), the Applicant must comply with all requirements under Section 400.3, Residential Developments, and have paid the CIAC required under that section.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Cost Calculation to the Point of Delivery based on its then current unit material and labor costs, and in accordance with the Cooperative's current standards and specifications.

The Applicant will be required to pay all costs per meter that qualifies under this section for the cost to extend electric service to the Point of Delivery as a CIAC prior to construction. The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Cost Calculation will be at the sole expense of the Applicant.

400.3 RESIDENTIAL DEVELOPMENTS

APPLICABILITY

To qualify for an extension pursuant to this section, the Applicant and the residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is platted and recorded in the appropriate county with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent Individual Private Dwelling(s) or Multi-Family Dwelling(s) or a preliminary plat plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or residential development;

2. The development has been approved by all relevant governing agencies; and

3. The Applicant will provide at no cost to the Cooperative:
   a. Easements granted on the Cooperative's standard form; for the Cooperative's construction, installation, maintenance, operation, replacement and/or repair of Cooperative Facilities in a form satisfactory to the Cooperative;

   b. Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed;

   c. Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

   d. An "Approved-for-Construction" Plan by a municipality or county or other authority having jurisdiction.

4. The Cooperative is not and will not be obligated to provide designs or Development Cost Calculations to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Development Cost Calculation for the electric facilities adequate to serve all prospective Individual Private Dwelling(s) or Multi-Family Dwelling(s) in the residential development. The Cooperative will determine the Development Cost Calculation based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service. The Applicant will bear the cost of the facilities, identified in this section, required for the electric distribution system within the residential subdivision or development as determined in the Development Cost Calculation and will pay such costs in advance of construction.

The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Development Cost Calculation will be at the sole expense of the Applicant.

To the extent that an individual Applicant requests electric service within a residential subdivision, such Applicant must request electric service pursuant to the requirements of Section 400.2, Residential Service, and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

To the extent that any commercial facilities associated with a residential development are required, an Applicant must request electric service pursuant to the requirements of Section 400.4, Non-Residential Service, for those commercial facilities and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

The Cooperative will install all Cooperative Facilities required within the limits of the residential subdivision or development based on its necessary load requirements on its schedule but prior to the provision of electric service to any individual Applicants.

400.4 NON-RESIDENTIAL SERVICE

APPLICABILITY

To qualify as an extension under this section, the Applicant and the location where an Applicant is requesting electric service must comply with the following provisions:

1. The location must be a commercial or industrial installation not classified under Section 400.2, Residential Service~~Residential Service~~, or 400.3, Residential Developments~~Residential Developments~~.

2. If the Applicant is developing a non-residential development or mixed-use development, the Applicant must comply with all requirements under Section 400.5, Non-Residential Developments, and have paid the CIAC required under that section.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Cost Calculation to the Point of Delivery based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The Applicant will be required to pay all costs per meter that qualifies under this section for the cost to extend electric service to the Point of Delivery as a CIAC prior to construction. The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Cost Calculation will be at the sole expense of the Applicant.

The Cooperative will exercise prudent judgement in determining the conditions under which a specific line extension will be made for an Applicant with a load greater than one thousand (1,000) kW. This may include, but is not limited to, CIAC, contract minimums, service specifications, and/or other contract terms, arrangements, or conditions deemed reasonable by the Cooperative.

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400.5 NON-RESIDENTIAL DEVELOPMENTS

APPLICABILITY

To qualify for an extension pursuant to this section, the Applicant and the non-residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is platted and recorded in the appropriate county with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent commercial, industrial, retail, and/or office use or a preliminary plat plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or non-residential development;

2. The development has been approved by all relevant governing agencies; and

3. The Applicant will provide at no cost to the Cooperative:

    a. Easements granted on the Cooperative's standard form; for the Cooperative's construction, installation, maintenance, operation, replacement and/or repair of Cooperative Facilities in a form satisfactory to the Cooperative;

    b. Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed;

    c. Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

    d. An "Approved-for-Construction Plan" from a municipality or county or other authority having jurisdiction.

4. The Cooperative is and will be not obligated to provide designs or Development Cost Calculations to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Development Cost Calculation to serve all prospective units in the non-residential development. The Cooperative will determine the Development Cost Calculation based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Applicant will bear the cost of the electric facilities, identified in this section, required for the electric distribution system within the non-residential development as calculated in the Development Cost Calculation and will pay such costs in advance of construction.

The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Development Cost Calculation will be at the sole expense of the Applicant.

To the extent that an individual Applicant requests electric service within a non-residential development, such Applicant must request electric service pursuant to the requirements of Section 400.4, Non-Residential Service, and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

The Cooperative will install all Cooperative Facilities required within the limits of the non-residential development based on its necessary load requirements on its schedule but prior to the provision of electric service to any individual Applicants.

400.6 PRIMARY LEVEL SERVICE

APPLICABILITY

To receive Primary Level Service, the following requirements must be met and agreed to:

1. The Applicant must execute an agreement, per Section 700.7, Primary Level Service Agreement~~Primary Level Service Agreement~~, with the Cooperative;

2. The Applicant must procure, at the sole expense of the Applicant, all facilities and equipment, including but not limited to transformers, poles, and conductors required to take electric service at primary level voltage as required by Cooperative's design specifications;

3. The Applicant must assume all responsibility for furnishing, installing, constructing, owning, maintaining, and operating all Member-owned facilities beyond the Point of Delivery;

4. The costs for any upgrade, addition, or change in configuration to existing Member-owned or Cooperative Facilities will be at the sole expense of the Applicant;

5. All Member-owned facilities must be tagged and identified;

6. The Applicant must agree to submit an as-built facilities sheet to the Cooperative within thirty (30) days of completed construction;

7. The Applicant must agree to submit any new load and/or facilities additions to the Cooperative to assess existing facilities capacity and conduct any engineering studies required to serve the new load; and

8. All Member-owned installations will be in accordance with the National Electric Safety Code (NESC) and NEC standards.

The Cooperative reserves the right to deny Primary Level Service to a Member or Applicant if the Cooperative determines such service may have an adverse impact on the Cooperative's Delivery System or service provided to another Member.

POINT OF DELIVERY

The Point of Delivery will be at the primary meter on an overhead primary pole or an underground metering enclosure.

400.7 UNDERGROUND SERVICE

The following provisions for the extension of underground electric service are in addition to the standard provisions established in the prior sections.

UNDERGROUND FACILITIES FOR SERVICES – RESIDENTIAL OR NON-RESIDENTIAL

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Underground electric primary and secondary lines to serve any Applicant may, by agreement with the Cooperative, be provided subject to the other requirements in this Policy.

In addition, when receiving underground electric service, an Applicant will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, secondary services as determined by the Cooperative, all conduit, and any and all other facilities deemed necessary by the Cooperative.

In all cases, any underground secondary service lines from a meter to the Applicant's main disconnect switch or service center will be installed and maintained by the Applicant, and the Cooperative will have no responsibility or liability in connection therewith.

UNDERGROUND FACILITIES FOR DEVELOPMENTS – RESIDENTIAL OR NON-RESIDENTIAL
Where an Applicant requests the construction of underground electric facilities within a platted residential subdivision or non-residential development, the Applicant will bear the cost of the underground electric system adequate to serve all prospective units in the subdivision or development as determined by the Cooperative. The Applicant will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, all conduit, and any and all other facilities deemed necessary by the Cooperative, adequate to serve all prospective units in the subdivision or development and all other prospective members who may require electric service from said underground system.

400.8 STANDARD DELIVERY SERVICE AND FACILITIES

The Cooperative's standard delivery system facilities consist of the overhead or underground distribution facilities necessary to provide electric service through a single-phase or three-phase source to the Point of Delivery, at one of the Cooperative's available standard voltages.

The Cooperative standard delivery system permits 7.2/12.47 kV (12.5 kV) and 14.4/24.9 kV (25 kV), three-phase or single-phase, grounded-neutral Primary Level Service on its electric distribution system and secondary service is provided through transformers connected in a wye-wye configuration.

All Standard Delivery System Line Extension requests and associated costs will be in accordance with this Policy.

400.9 NON-STANDARD DELIVERY SERVICE AND FACILITIES

Non-standard delivery service and facilities include, but are not limited to, facilities necessary to provide service at a non-standard voltage, dual feed, automatic and manual transfer switches, service through more than one Point of Delivery, redundant facilities, non-standard metering and facilities in excess of those normally required for service under the Cooperative's standard delivery service and facilities. The Cooperative will determine what equipment is classified as non-standard and include this information on the Cost Calculation or the Development Cost Calculation.

Applicants requesting non-standard facilities will be responsible for all costs associated with the engineering, installation, maintenance, and material costs required to provide and maintain these non-standard facilities. An Applicant or Member may request non-standard equipment be removed. All costs for removal, and any other costs to make the system qualify for under standard delivery service, will be the sole responsibility of the Member or Applicant in advance.

All non-standard facilities will be operated by the Cooperative. Neither a Member nor an Applicant may perform service or maintenance to equipment located on the Cooperative's Delivery System.

The Cooperative reserves the right to convert or deny non-standard facilities installations if the Cooperative determines that such service may have an adverse impact on the Cooperative's Delivery System or service provided to another Member.

400.10 ROUTING

In all cases, the line extension will be constructed within private easements granted on the Cooperative's standard form; at the sole discretion of the Cooperative, the Cooperative may construct line extensions within public utility easements, or public right-of-way or other agreements. The line extension will be constructed along a route that is reasonably accessible during all weather conditions as determined by the Cooperative. Cooperative Facilities will not be installed along the backs of lots or in areas deemed inaccessible or hazardous by the Cooperative.

The Applicant will be responsible for the clearing of any and all private easements or public utility easements required for the construction of the line extension on its property and removing of such obstructions as interfere with the efficiency of the electric system. All clearing will be performed to the Cooperative's specifications. The Cooperative may clear private easements or public utility easements or public right-of-way in certain instances. If the Cooperative or its agent clears private easements or public utility easements or a public right-of-way the cost will be included in the Cost Calculation or Development Cost Calculation.

400.11 AREA LIGHTING

In underground installations, the Applicant requesting area lighting under Section 500.3.6.1, Unmetered Lighting Device Service, will be responsible for providing and installing all lighting infrastructure, including but not limited to trench and associated backfill, lighting post, concrete work, secondary service conductors, and conduit.

In overhead installations, the Cooperative will provide secondary service conductor to serve overhead area lighting fixtures owned by the Cooperative under Section 500.3.6.1, Unmetered Lighting Device Service, without charge to the Applicant.

In either type of installation, for any additional Cooperative Facilities needed for area lighting, the Applicant will be required to pay any costs as a CIAC prior to construction.

400.12 UNMETERED NON-RESIDENTIAL SERVICE

The Cooperative at its sole discretion will determine if an Applicant may be served under this section.

In underground installations, the Applicant requesting facilities to provide electric service to unmetered non-residential installations, as determined by the Cooperative, will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, secondary services as determined by the Cooperative, all conduit, and any and all other facilities deemed necessary by the Cooperative.

In overhead installations, the Cooperative will provide secondary service conductor for the unmetered non-residential installation, and the Applicant will be responsible for providing and installing all other infrastructure.

In either type of installation, for any additional Cooperative Facilities needed for unmetered non-residential, the Applicant will be required to pay any costs as a CIAC prior to construction.

400.13 NON-PERMANENT SERVICE

In any circumstance where the need for electric service is not permanent, the Applicant will pay one hundred percent (100%) of the cost of installation and removal of all necessary electric service facilities and equipment before any construction begins.

400.14 SERVICE UPGRADES TO EXISTING COOPERATIVE FACILITIES

The cost for any upgrade, addition, or change in configuration of existing Cooperative Facilities will be at the sole expense of the Applicant. Service upgrades to existing Cooperative Facilities include, but are not limited to, any upgrades related to interconnecting a Member's Distributed Generation resource that operates in parallel to the Cooperative's Delivery System.

400.15 SYSTEM IMPACT FEE

A non-refundable charge will be collected for extending electric service to a new service location. This amount represents a contribution to the Cooperative's system cost associated with substation and electric distribution backbone facilities and is in addition to any amount due for the line extension. All fee amounts are per Section 500.4, Fee Schedule.

400.16 PLANNING REDESIGN FEES

An Applicant's Line Extension Cost Calculation or Development Cost Calculation includes delivery of one (1) design and project cost quotation to the Applicant. Thereafter, if the Applicant desires to make changes to the design, that requires a redesign, the Cooperative may charge the Applicant in advance for the redesign, including, but not limited to, labor and applicable overhead for design, engineering, staking, inspections, administrative, and other incurred related expenses. All fee amounts are per Section 500.4, Fee Schedule.

400.17 AFTER-HOURS SERVICE

If an Applicant requests after-hours service, the Applicant will pay the additional cost incurred by the Cooperative to provide after-hours service to the Applicant.

400.18 MISCELLANEOUS TRIP FEE

A non-refundable Miscellaneous Trip Fee may be collected for additional trips to the Applicant's property at the request of Applicant. All fee amounts are per Section 500.4, Fee Schedule.

400.19 NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION

Payments necessary for construction of facilities, which will be used to deliver electric service to the Applicant, are CIAC and are not refundable after construction.

400.20 DE-ENERGIZATION AND LINE CLEARANCES

The Cooperative, in its sole discretion, may temporarily de-energize Cooperative Facilities or temporarily relocate or raise Cooperative Facilities at the request of an Applicant to assist in the transportation of oversized objects through the Cooperative's service territory or in the construction of pipelines or other objects within or otherwise affecting the Cooperative's right-of-way provided that the Applicant pays for all costs incurred by the Cooperative.

Costs incurred may include labor and materials, engineering design, right of way acquisition and clearing to the extent necessary, and vehicles or equipment used, including mileage, if applicable.

400.21 OWNERSHIP OF COOPERATIVE FACILITIES

The Cooperative will accept ownership of any facilities installed by the Applicant at the time the service location is successfully energized. The Cooperative will retain the ownership of all material and facilities installed by the Cooperative or Applicant for the distribution of electric service whether the same have been paid for by the Applicant except for those facilities installed by the Applicant past the Point of Delivery.

400.22 REMOVAL AND/OR RELOCATION OF COOPERATIVE FACILITIES

At the Cooperative's sole discretion, the Cooperative may remove existing Cooperative Facilities on Applicant's premises at the Applicant's request provided that the Applicant has paid in advance for the cost of the removal of the existing Cooperative Facilities.

The Cooperative will relocate its existing Cooperative Facilities on Applicant's premises at the Applicant's request provided the Applicant has:

1. Provided an easement satisfactory to the Cooperative for the new facilities, and

2. Paid in advance for the cost of the removal of the existing Cooperative Facilities plus the cost for the construction of the new facilities.

Upon request by an Applicant, the Cooperative will replace an existing overhead electric line with an underground line provided that the Cooperative has:

1. Determined in its sole discretion that such replacement does not adversely impact electric service reliability or the Cooperative's operating efficiencies;

2. Received an easement(s), in a form satisfactory to the Cooperative, for the construction, installation, maintenance, operation, replacement and/or repair of the underground Cooperative Facilities, at no cost to the Cooperative; and

3. Received payment in advance for all costs of removal of the existing Cooperative Facilities and the full amount of the Cooperative's cost for the construction and installation of the new underground facilities.

If the Cooperative determines it is necessary to relocate existing Cooperative Facilities because a Member or any other Person fails or refuses to allow the Cooperative access to Cooperative Facilities at any time, then the Member or any other party responsible may be billed the cost of such relocation and associated expenses.

If the Cooperative determines that a safety or standard violation exists on a Member or any other Person's premises directly or indirectly caused by such Person, then the Cooperative, at the expense of such Person, will relocate Cooperative Facilities on such premises. The Member or appropriate Person will be financially responsible for the relocation or removal of Cooperative Facilities by the Cooperative and all other associated costs incurred to address the safety or standards violation.

500 RATES

500.1 MEMBER CHARGES, CREDITS AND ADJUSTMENTS

500.1.1 SERVICE AVAILABILITY CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge recovers the cost associated with providing services to the membership including billing, metering, collections, customer service, and other enterprise costs.

RATE
This charge, per meter, will be applicable according to the Member's rate schedule.

500.1.2 EBILLING BILLING CREDIT

APPLICABILITY
This credit will be applicable to Residential, Farm and Ranch Service Members that choose to receive a paperless bill.

PURPOSE
This credit reimburses a Member for the cost not incurred to the Cooperative involved in mailing a paper bill each month.

RATE
This credit is:
– $ 1.00 per meter

500.1.3 EDRAFT BILLING CREDIT

APPLICABILITY
This credit will be applicable to Residential, Farm and Ranch Service Members that choose to pay as per Section 300.11.3.6, Bank Draft Payment Plan.

PURPOSE
This credit reimburses a Member for the cost not incurred to the Cooperative involved in processing a payment each month.

RATE
This credit is:
– $ 1.50 per meter

500.1.4 DELIVERY CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE
This charge, per kWh, will be applicable according to the Member's rate schedule.

500.1.5 CAPACITY DEMAND CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE
This charge, per maximum demand of power consumed, measured as the maximum demand during a fifteen (15) minute interval within the billing period, will be applicable according to the Member's rate schedule.

500.1.6 PEAK DEMAND CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE
This charge, per kW, will be determined using the Peak Demand, measured on an hourly interval basis during the Time of Use Non-Summer Peak and in the Summer Peak and Summer Super Peak time periods, according to the Member's rate schedule.

500.1.7 BASE POWER CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge will be used to recover the Cooperative's actual cost of power purchased for the membership and other costs incurred in connection with the development and management of the Cooperative's power supply. Members may have the option to choose from either Flat Base Power Charge or Time-of-Use (TOU) Base Power Charge as defined below.

RATE
This charge, per kWh, will be applicable according to the Base Power Rate option selected by the Member and the Member's rate schedule. The options are as follows.

500.1.7.3 FLAT BASE POWER CHARGE

APPLICABILITY
This charge option may be applicable to all rate schedules and programs except for Transmission Level Service, and Industrial Power Service. The Flat Base Power Charge will be used for billing on Member accounts that do not choose the TOU Base Power Charge.

PURPOSE
This option allows Members to have the same cost of power regardless of the season or time of day during which the energy is consumed.

RATE
The charge is:

$ 0.044500 per kWh

500.1.7.4 TIME-OF-USE BASE POWER CHARGE

APPLICABILITY

This charge may be applicable to all rates schedules and programs except Unmetered Device Service, Interconnect Rate, Transmission Level Service, and Industrial Power Service.

PURPOSE

This charge option allows Member's cost of power to vary based on the time of day and season during which energy is consumed.

CONDITIONS

This charge option requires a twelve (12) month commitment. If a Member opts-out of the TOU Base Power Charge option prior to fulfilling the twelve (12) month commitment, the charge option will not be available to the Member for the following twelve (12) months.

RATE

The charges are:

Season	Time of Use Period		Charge per kWh
Non-Summer (Jan. – May and Oct. – Dec.)	Super Economy	2:01 am – 4:00 am	$ 0.030616
	Economy	11:01 pm – 2:00 am 4:01 am – 5:00 am	$ 0.037529
	Normal	8:01 am – 4:00 pm 7:01 pm – 11:00 pm	$ 0.042449
	Peak	5:01 am – 8:00 am 4:01 pm – 7:00 pm	$ 0.045680
Summer (Jun. – Sep.)	Super Economy	3:01 am – 5:00 am	$ 0.030398
	Economy	11:01 pm – 3:00 am 5:01 am – 7:00 am	$ 0.031940
	Normal	7:01 am – 12:00 pm 8:01pm – 11:00 pm	$ 0.035883
	Peak	12:01 pm – 2:00 pm 6:01 pm – 8:00 pm	$ 0.046863
	Super Peak	2:01 pm – 6:00 pm	$ 0.088620

500.1.8 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost incurred to receive access to transmission service in the ERCOT region of Texas as established by the Commission.

RATE

This charge, per kWh or kW, will be applicable according to the Member's rate schedule. The options are as follows.

500.1.8.1 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KWH

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

RATE
The charge will be applicable based on energy, per kWh, according to the Member's rate schedule. The charge will recover the actual cost as established by the Commission.

The charge will be updated each June 1st and October 1st to align with forecasted costs.

500.1.8.2 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KW

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

RATE
This charge, per kW, will be determined by multiplying a member's demand measured during the Four Coincident Peak (4CP) intervals times the monthly charge. If the Member's demand is negative, the Member may receive a credit.

The charge will recover the actual cost as established by the Commission.

Until such time as the Member's 4CP demand is established, the TCOS Pass Through Charge will be as per Section 500.1.8.1, Transmission Cost of Service (TCOS) Pass Through Charge, per KWh~~Transmission Cost of Service (TCOS) Pass Through Charge, per KWh~~.

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500.1.9 COMMUNITY SOLAR TRANSMISSION COST ADJUSTMENT (STCA)

APPLICABILITY
This adjustment applies to all Members enrolled in the Community Solar Rate.

PURPOSE
This adjustment will be used to credit a Member's account with a portion of the savings from the avoided TCOS charges attributable to community solar generation.

RATE
The adjustment, per kWh, will be determined as follows:

For all kWh sold to any Members enrolled in the Community Solar Rate, the solar transmission cost adjustment (STCA) will be calculated as follows:

STCA = – (80% X TCOS Pass Through Charge)

500.1.10 PRIMARY SERVICE ADJUSTMENT (PSA)

APPLICABILITY
This adjustment may be applicable to all rate schedules corresponding to a Member receiving Primary Level Service. A Member receiving Primary Level Service must procure, install, and maintain all facilities and equipment beyond the Point of Delivery at their expense and in accordance with NESC and NEC standards.

PURPOSE
This adjustment will be used to credit a Member receiving electric power and energy at Primary Service Level.

RATE
This adjustment will be based on the total amount due for the applicable charges incurred for the month. Applicable charges, according to the Member's rate schedule, are the Delivery, Capacity Demand, Peak Demand, Base Power, and TCOS Pass Through Charges. The adjustment will not apply to any other charges, fees, credits, or adjustments. The adjustment will be determined as follows:

PSA = – (Monthly sum of applicable charges) X 2%

500.1.11 RENEWABLE ENERGY RIDER CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge provides Member's the ability to purchase electricity generated by renewable energy sources.

RATE
The charge is:
$ 0.000430 per kWh

The pricing is based on the Texas Renewable Energy Credits Index and will be changed periodically to reflect current index pricing.

500.1.12 SUSTAINABLE POWER CREDIT

APPLICABILITY
This credit applies to all Members enrolled in the Interconnect Rate.

PURPOSE
This credit will be used to compensate a Member for Received Energy.

RATE
The credit per kWh of Received Energy is:
- $0.053770

500.1.13 WHOLESALE ENERGY CREDIT

APPLICABILITY
This credit applies to all Members enrolled in the Interconnect Wholesale Energy Rate.

PURPOSE
This credit will be used to compensate a Member for Received Energy from an Interconnection fifty (50) kW AC or greater.

RATE
The credit, per kWh, will be determined as follows:

Wholesale Energy Credit = (Received Energy x Real Time Settlement Point Price at corresponding Load Zone)

500.1.14 FRANCHISE FEE

APPLICABILITY

This charge may be applicable to all Members served by the Cooperative inside a municipality's corporate boundary. All franchise fees not included in base rates will be separately assessed for Member service provided within the municipality where the franchise fee is authorized. The portion of the franchise fee not included in base rates will appear on the bill as a separate line item.

RATE

This charge will be calculated by multiplying the franchise fee percentage assessed by the municipality times the charges for energy and power sold and such other authorized charges to a Member (excluding any taxes and other authorized exclusions). Applicable sales tax may be assessed on franchise fee amounts.

500.1.15 SALES TAX

APPLICABILITY

This charge may be applicable to the Member in addition to the applicable Rates. Members claiming exemption from sales taxes should provide a sales tax-exemption form, acceptable to the Cooperative.

500.1.16 COOPERATIVE OWNED LAMP CHARGE

APPLICABILITY

This charge may be applicable to Cooperative owned outdoor lighting assets where the existing facilities, owned by either the Cooperative or the Member, are suitable for the installation of lighting. Cooperative owned outdoor lighting assets include lamps and lighting fixtures ("Cooperative Owned Area Lighting").

MAINTENANCE OR REPAIRS OF COOPERATIVE OWNED AREA LIGHTING

The Cooperative will own, install and maintain Cooperative Owned Area Lighting. Upon failure of any Cooperative Owned Area Lighting, such Lighting will be replaced by the Cooperative with LED lighting, and applicable charges may apply.

The Member will pay for costs of repairs including labor and materials for damage to Cooperative Owned Area Lighting resulting from an act of vandalism as determined by the Cooperative. The Member will be responsible for any costs of repairs including labor and materials for damage to existing facilities owned by the Member.

MEMBER REQUESTS

Relocate – The Member will pay for all costs, including labor and materials for the relocation of any Cooperative Owned Area Lighting and necessary facilities, subject to Section 400, Line Extension Policy~~Line Extension Policy~~.

Change Out – Any Member requesting to change out functional Cooperative Owned Area Lighting to LED lighting will pay the net book value of the existing Cooperative Owned Area Lighting including labor costs of change out as determined by the Cooperative. Following the change out, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

Removal – Only applies to Cooperative Owned Area Lighting installed on Member-owned facilities. Any Member requesting the removal of Cooperative Owned Area Lighting must provide notice in writing to the Cooperative. The Member will be responsible for paying the net book value of the existing Cooperative Owned Area Lighting including labor costs of removal as determined by the Cooperative and any costs for disposal of the Cooperative Owned Area Lighting. Upon removal, the Member will be responsible for any costs associated with furnishing of new lamps or lighting fixtures including labor and installation and maintenance and repair. Following the removal, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

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Purchase – Only applies to Cooperative Owned Area Lighting installed on Member-owned facilities. Any Member requesting the purchase of Cooperative Owned Area Lighting must provide notice in writing to the Cooperative. The Member will be responsible for paying the net book value of the existing Cooperative Owned Area Lighting. Upon purchase, the Member will own the lamps or lighting fixtures, and be responsible for any maintenance and repair costs. Following the purchase, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

RATE
The following charges will apply per lighting device:

Lamp Type:	Lighting Category:	Charge per Lamp:
LED 1	Lighting Type LA, 0 to 50 watts	$9.22
LED 2	Lighting Type LB, 51 to 100 watts	$19.22
HP 1*	Lighting Type LB, 51 to 100 watts	$7.37
HP 2*	Lighting Type LE, 201 to 250 watts	$14.39
MH*	Lighting Type LD, 151 to 200 watts	$6.62
MV*	Lighting Type LD, 151 to 200 watts	$6.62

LED – Light Emitting Diode; HPS – High Pressure Sodium; MH – Metal Halide;
MV – Mercury Vapor

* These lamps are no longer available for new installations.

500.1.17 POWER OF CHANGE

APPLICABILITY
This adjustment applies to all Members participating in PEC's voluntary on-bill round up and donation program. A participating Member may choose to discontinue at any time.

PURPOSE
This adjustment is used to raise funds to support community support programs and associated giving subject to the conditions in the Community Support and Power of Change Policy.

RATE
The total monthly bill will be rounded up to the nearest dollar.

500.1.18 CAPITAL CREDITS

APPLICABILITY
This adjustment may apply to all Members who have allocated capital credits.

PURPOSE
This adjustment will serve as the Cooperative's method to distribute a Member's share of the Cooperative's Net Operating Margins based upon each Member's purchases of electric service or energy, or as such Net Operating Margins may otherwise be allocated within a Member Class to a Member.

RATE
As approved by the Board of Directors.

500.1.19 MISCELLANEOUS PASS-THROUGH CHARGE

APPLICABILITY

This charge may be applicable to a Member if the Cooperative incurs a cost directly as a result of actions taken by or on behalf of the Member or for the strict benefit of such Member and not collected in another fee or rate schedule.

PURPOSE

This charge recovers the cost associated with a Member responsible for directly incurring the costs.

RATE

Actual cost incurred monthly.

500.1.20 TEMPORARY WINTER STORM SURCHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the Cooperative's actual cost of power purchased and other associated costs from Winter Storm Uri in February 2021.

RATE

The charge is:

$ 0.007000 per kWh

Section 500.1.21 above and all references will be removed effective September 30, 2023.

500.2 RATE SCHEDULES

500.2.1 RESIDENTIAL, FARM AND RANCH SERVICE

500.2.1.1 RESIDENTIAL, FARM AND RANCH SERVICE

APPLICABILITY

This schedule applies to Members receiving distribution service in locations built to serve as and are currently serving as an Individual Private Dwelling or Multi-Family Dwelling and their facilities, or facilities used for small-scale agricultural purposes such as water wells. If the location is being used for commercial purposes, PEC may change the member's rate to the appropriate non-residential service rate.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 22.50	meter	month
Delivery Charge	$ 0.028405	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3~~500.1.7.1~~	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2 NON-RESIDENTIAL SERVICE

500.2.2.1 SMALL POWER SERVICE

APPLICABILITY

This schedule applies to distribution service locations built for commercial purposes with a rolling twelve (12) month average maximum demand below fifty (50) kW. The maximum demand will be captured during the hourly interval within the monthly billing cycle with the highest demand. If a Member's maximum monthly demand is fifty (50) kW or greater in any rolling twelve (12) month period, then the Cooperative may re-classify the Member as Large Power Service for a period of at least twelve (12) months or until the rolling twelve (12) month average demand is below fifty (50) kW.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	meter	month
Delivery Charge	$ 0.021977	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3~~500.1.7.1~~	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.2 LARGE POWER SERVICE

APPLICABILITY

This schedule applies to distribution service locations with a rolling twelve (12) month average demand of fifty (50) kW or greater, and who is not covered by another rate schedule. The maximum demand will be captured during the hourly interval within the monthly billing cycle with the highest demand. If a Member's maximum monthly demand is below fifty (50) kW in any rolling twelve (12) month period, then the Cooperative may re-classify the Member as Small Power Service for a period of at least twelve (12) months or until the rolling twelve (12) month average demand is fifty (50) kW or greater.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 150.00	meter	month
Peak Demand Charge	$ 6.74	kW	Peak Demand
Base Power Charge	Per Section 500.1.7.4~~500.1.7.2~~	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.3 INDUSTRIAL POWER SERVICE

APPLICABILITY

This schedule applies to Members whose service level is not classified as Secondary, Primary, or Transmission level and whose uses are not covered by another specific rate schedule.

This schedule is not available to new Members or Applicants effective March 1, 2021.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 1,000.00	meter	month
Capacity Demand Charge	$ 0.4~~958~~0000	kW	Capacity Demand
Base Power Charge	See Below	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand

Base Power Charge: The cost of power to serve the Member, including capacity, ancillary services, delivery, energy, and fuel charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. These costs will be a direct pass through from the wholesale provider provided that the Member's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Member's power cost at the wholesale supplier's metering point to the Cooperative.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.4 TRANSMISSION LEVEL SERVICE

APPLICABILITY

This schedule applies to Members receiving power at transmission level voltage (sixty (60) KV or above).

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 1,000.00	meter	month
Base Power Charge	See Below	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand

Base Power Charge: The cost of power to serve the Member, including capacity, ancillary services, delivery, energy, and fuel charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. These costs will be a direct pass through from the wholesale provider provided that the Member's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Member's power cost at the wholesale supplier's metering point to the Cooperative.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.5 ELECTRIC VEHICLE PUBLIC CHARGE STATION RATE

APPLICABILITY

The rate is applicable to a Member or non-Member receiving electric service through a public electric vehicle charging station connected to the Cooperative's Delivery System and owned and/or operated by the Cooperative.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Ten percent (10%)	n/a	total charges
Delivery Charge	Per Section 500.2.1.1	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.4~~500.1.7.2~~	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: The charge will be ten percent (10%) of the total cost per kWh calculated on the sum of the Delivery, TCOS, and Base Power Charges as described in this section.

The total cost per kWh will be the sum of the above charges. Charges may be subject to rounding as required by the billing software provider.

500.3 RATE PROGRAMS

500.3.1 INTERCONNECT RATE

APPLICABILITY

This program applies to Residential and Small Power Service Members with a Distributed Generation system that is less than fifty (50) kW AC of capacity. The Member must have an approved Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

RATE

Service will be measured through a single meter, with two (2) registers measuring Delivered Energy and Received Energy. Delivered Energy will determine the charges for energy consumption. Received Energy will determine the credit for surplus energy generated by the member.

MONTHLY RATE

The following charges may apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per applicable rate schedule	meter	month
Delivery Charge	Per applicable rate schedule	kWh	Delivered Energy
Base Power Charge	Flat Base Power, per Section 500.1.7.3~~500.1.7.1~~	kWh	Delivered Energy
Sustainable Power Credit	Per Section 500.1.12	kWh	Received Energy
TCOS Pass Through Charge	Per applicable rate schedule	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per applicable rate schedule	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.2 INTERCONNECT WHOLESALE ENERGY RATE

APPLICABILITY

This program applies to Large Power Members with a DG system or any member with DG system that is fifty (50) kW AC or greater of capacity. The Member must have an approved Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per Section 500.2.2.2	meter	month
Peak Demand Charge	Per Section 500.2.2.2	kW	Peak Demand
Base Power Charge	Per Section 500.2.2.2	kWh	Delivered Energy
Wholesale Energy Credit	Per Section 500.1.13	kWh	Received Energy
TCOS Pass Through Charge	Per Section 500.2.2.2	kW	4CP Demand
Temporary Winter Storm Surcharge	Per Section 500.2.2.2	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.3 COMMUNITY SOLAR RATE

APPLICABILITY

This program applies to all rate classes except Industrial Power Service, Transmission Service, Large Power Service, and Unmetered Device Service rates. Additionally, this Rate is not applicable to accounts enrolled in Time-of-Use Base Power Charge, Interconnect, or Interconnect Wholesale Energy Rates.

CONDITIONS

1. The Community Solar Rate is available to any eligible Member provided that Member completes an enrollment application for the Community Solar Rate.

2. The allocation of available Community Solar Energy Units (as defined below) will be assigned to applicants on a first-come, first-served basis as determined by the date and time of application submission.

3. Each Member's assigned Community Solar Energy Units will be no greater than the Member's average monthly energy usage during the previous twelve (12) month period, divided by one hundred (100), and rounded up to the next whole number. If Member does not have a twelve (12) month energy usage history, then an estimated monthly average energy usage will be determined based on the information provided in the Member's application.

4. Member acknowledges that the Solar Energy (as defined below) is not a fixed amount and may vary monthly depending on total Community Solar generation. Member acknowledges Community Solar generation is intermittent in nature and the amount of energy produced varies from moment to moment depending on many factors including the time of the year, the time of the day, and the weather. As a result, the Cooperative cannot guarantee the actual amount of Solar Energy.

5. Member agrees to a recurring twenty-four (24) month enrollment commitment with an automatic renewal every twenty-four (24) months until Member submits a request to terminate enrollment no later than thirty (30) calendar days prior to the end of the commitment period. Any modifications to enrollment status will be effective at the beginning of the Member's next billing cycle.

6. Cooperative will monitor and administer the Community Solar Rate and from time to time will inspect the effectiveness of the Community Solar Rate.

7. Cooperative may elect to reduce a Member's assigned Community Solar Energy Units, with notice to Member, if Member's Solar Energy is over one-hundred and ten percent (110%) of the Member's monthly average energy usage during a rolling twelve (12) month period.

BILLING DETERMINANTS

Community Solar Energy Units – A Community Solar Energy Unit represents a portion of the Community Solar generation, assigned to the Member.

Unit Energy Allocation – The Unit Energy Allocation (kWh) is the energy for each Community Solar Energy Unit assigned to the Member on a monthly basis. The Unit Energy Allocation will be based on the monthly total Community Solar generation divided by the number of Community Solar Energy Units assigned to Members enrolled on the Community Solar Rate. The Unit Energy Allocation will be equivalent to no more than one hundred (100) kWh.

Solar Received – The monthly energy that corresponds to each Member from Community Solar generation. The Solar Energy will be determined by multiplying the Member's Community Solar Energy Units by the monthly Unit Energy Allocation.
Net Energy – The Net Energy (kWh) will be calculated by subtracting the Solar Energy from the Delivered Energy on a monthly basis. If Solar Energy is greater than Delivered Energy, then the Solar Energy will be adjusted to equal the Delivered Energy, and Net Energy will be zero (0). The Net Energy will never be negative regardless of the Member's Community Solar Energy Units.

MONTHLY RATE
The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per applicable rate schedule	meter	month
Delivery Charge	Per applicable rate schedule	kWh	Delivered Energy
Peak Demand Charge	Per applicable rate schedule	kW	Peak Demand
Base Power Charge	Flat Base Power, per Section 500.1.7	kWh	Net Energy
Community Solar Base Power Charge	$ 0.061080	kWh	Solar Received
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Solar Transmission Cost Adjustment	Per Section 500.1.9	kWh	Solar Received
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

TCOS Pass Through Charge –The TCOS charge will apply to Delivered Energy for Members as per the applicable tariff in Section 500.1.8.1. Transmission Cost of Service (TCOS) Pass Through Charge~~Transmission Cost of Service (TCOS) Pass Through Charge~~.

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Solar Transmission Cost Adjustment – The STCA credit will apply to Solar Energy received by Members as per the applicable tariff in Section 500.1.9, Community Solar Transmission Cost Adjustment~~Community Solar Transmission Cost Adjustment~~.

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Community Solar Base Power Charge – The Community Solar Base Power Charge will recover the actual cost of power purchased for Community Solar generation and other costs incurred in connection with solar generation. The Community Solar Base Power Charge will apply to Solar Energy. The Cooperative Solar Base Power Charge is $0.061080 per kWh.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.4 MILITARY BASE DISCOUNT

APPLICABILITY
The discount will be applicable in conjunction with the Member's rate schedule to any military base that the Cooperative serves, as required by the Texas Utilities Code. Sec. 36.354. The provisions of the applicable rate schedule are modified only as shown herein.

MONTHLY RATE
The amount due to the Cooperative will be reduced by twenty percent (20%), except for the Base Power and TCOS charges applicable to the Member, and excluding any adjustment factors, cost recovery factors, specific facilities charges, and service fees, as per the Member's rate schedule.

500.3.5 ECONOMIC DEVELOPMENT DISCOUNT

PURPOSE

To encourage economic development, provide economic stimulus, and increase the competitiveness of communities in their economic development pursuits within the Lower Colorado River Authority (LCRA) service territory, the Cooperative will pass through an Economic Development Discount (EDD) available through the LCRA to qualifying Members.

APPLICABILITY

Subject to the conditions listed and confirmation of availability from LCRA, this discount applies to Large Power Service, Transmission Level Service, and Industrial Power Service Members with minimum LCRA supplied energy usage of two million two hundred thousand (2,200,000) kWh to a single site in the LCRA service territory.

CONDITIONS

To be eligible to receive an EDD, a Large Power Service, Transmission Level Service, or Industrial Level Service Member must meet the following requirements:

1. Member must have added a new location for electric service within LCRA's service territory or expanded an existing location for electric service with addition of a new metering point within the LCRA's service territory;

2. Service location must have appropriate metering equipment to record actual energy consumption;

3. Member must have received economic development assistance, including but not limited to, tax incentives or grants, from cities, counties or other regional entities (Member must provide executed agreements that address various economic impact metrics such as job creation and investment requirements); and

4. Member must enter into a five (5) year agreement with the Cooperative in a form approved by the Cooperative, which may include, among other provisions, terms regarding minimum load requirements, purchase power requirements, metering data submission, economic impact reporting, and repayment provisions for failure to meet conditions of discount.

RATE

After the first year of Member's minimum annual usage of two million two hundred thousand (2,200,000) kWh served by the Cooperative through energy purchases from the LCRA at a single site within the LCRA service territory, and each year thereafter for no more than three (3) years, the discount will apply to reduce the Cooperative's total costs for providing service to the new service location in the amounts and terms described in an agreement entered into between the Cooperative and the Member. The amount of the EDD for the Member will be equivalent to the reduction that the Cooperative receives from LCRA minus any associated cost of implementation.

AVAILABILITY

The discount will be available to applicable Members for no more than three (3) years.

500.3.6 UNMETERED DEVICE SERVICE

APPLICABILITY

This schedule applies to Members requesting Unmetered Service to lighting and non-lighting related devices owned, operated, and maintained by the Member or the Cooperative. Devices may not have a maximum power requirement of more than five hundred (500) watts.

CONDITIONS
To qualify for this service, the Member must comply with the following provisions:

1. Member must provide the technical specifications and location of device(s) installed;

2. Member must provide notice of any new device(s) installed or changes to approved devices by the Member within 48 hours of installation;

3. A maximum of one-hundred and fifty (150) individual devices can be aggregated to a single account; and

4. All approved devices must be located within the same municipality for the assessment of any municipal franchise fee, if applicable.

UNAUTHORIZED DEVICES
Failure by Member to notify the Cooperative of any new devices may result in the Cooperative's refusal to continue service.

If the Cooperative discovers any new and unauthorized devices installed by the Member, the Cooperative may make a billing adjustment to account for six (6) months of energy consumption for each unauthorized device.

If the Cooperative discovers any changes to authorized devices, such as a change in the device's category, already installed by the Member, the Cooperative will make a billing adjustment to account for the difference in energy consumption between the billed device and the unauthorized device for six (6) months of energy consumption for each unauthorized device.

500.3.6.1 UNMETERED LIGHTING DEVICE SERVICE

BILLING DETERMINANTS
The Cooperative will place each lighting device in the categories below. Monthly consumption is based on a fifty (50) percent load factor.

Lighting Device Category and Monthly Energy Consumption		
Device Type LA	1 – 50 watts	18 kWh
Device Type LB	51 – 100 watts	37 kWh
Device Type LC	101 – 150 watts	55 kWh
Device Type LD	151 – 200 watts	73 kWh
Device Type LE	201 – 250 watts	91 kWh

MONTHLY RATE
The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	account	month
Delivery Charge	$ 0.021977	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3~~500.1.7.1~~	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: This charge is applicable if devices are not already included on a bill with a metered account. Otherwise, the account will be billed per this rate schedule.

The charge per lamp above is the monthly energy (kWh) multiplied by the calculated sum of the Delivery Charge and the Base Power Charge as described in this section.

Members with Cooperative-owned devices will be billed a lamp charge per Section 500.1.16, Cooperative Owned Lamp Charge~~Cooperative Owned Lamp Charge~~.

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The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.6.2 UNMETERED NON-LIGHTING DEVICE SERVICE

BILLING DETERMINANTS

The Cooperative will place each non-lighting device in the categories below. Monthly consumption is based on a one hundred (100) percent load factor.

Non-Lighting Device Category and Monthly Energy Consumption		
Device Type A	1 – 100 watts	73 kWh
Device Type B	101 – 200 watts	146 kWh
Device Type C	201 – 300 watts	219 kWh
Device Type D	301 – 400 watts	292 kWh
Device Type E	401 – 500 watts	365 kWh

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	account	month
Delivery Charge	$ 0.010988	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3~~500.1.7.1~~	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: This charge is applicable if devices are not included on a bill with a metered account. Otherwise, the account will be billed per the applicable rate schedule.

The charge per device above is the monthly kWh multiplied by the calculated sum of the Delivery Charge, TCOS Charge, and the Base Power Charge as described in this section.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.4 FEE SCHEDULE

FEE	AMOUNT	SECTION
Open Records Fee – Staff research time	$ 40.00 per hour	300.4
Open Records Fee – Copies	$ 0.25 cents per page for any pages in excess of 10 pages	300.4
Open Records Fee – Other materials and services not included in research time and copies.	Actual cost	300.4
Subpoena Response Service Fee	$ 40.00 / hour	300.4.1
Easement Release Fee	$ 100.00	300.4.2
Membership Fee	$ 50.00	300.8.1
Establishment/Transfer Fee	$ 50.00	300.8.2
Same Day Service Fee	$ 125.00 – (8 AM to 5 PM on Business Days) $ 175.00 – All other times	300.9.3
Late Payment Processing Fee	10 percent of unpaid amount	300.11.4
Non-Payment Disconnect/Reconnect Fee	$ 75.00	300.11.9
Loan Late Fee	The greater of $ 7.50 or 7 percent	300.11.5
Return Check/Denied Bank Draft Fee	$ 30.00	300.11.6
Meter Test Fee	$ 100.00	300.13.4
Advanced Metering Opt Out Program – Meter Exchange Fee	$ 150.00	300.13.6
Advanced Meter Opt Out Program – Non-Payment Disconnect/Reconnect Fee	$ 200.00	300.13.6
Advanced Metering Opt Out Program – Meter Reading Fee	$ 30.00, additional $ 3.50 / mile charge for service locations further than thirty (30) miles from nearest area office	300.13.6
Meter Tampering Fee	$ 500.00	300.13.7
System Impact Fee	$ 200.00	400.15
Planning Redesign Fee	$ 500.00 or actual cost, whichever greater	400.16

FEE	AMOUNT	SECTION
After Hours Service Fee	At cost	400.17
Miscellaneous Trip Fee	$ 100.00	400.18
Franchise Fee	Varies depending on the municipality	500.1.14
Distributed Generation Interconnection Transfer Fee	$ 150.00	600.4
Distributed Generation Interconnection, 50 kW and under		
Application and Engineering Study Fee	$ 250.00	600.4
Interconnect Agreement and Inspection Fee	$ 250.00	600.4
Distributed Generation Interconnection, greater than 50 kW		
Application Fee	$ 150.00	600.4
Interconnect Agreement and Inspection Fee	$ 250.00	600.4
Engineering Study Fee	At cost	600.5

600 INTERCONNECTION POLICY

600.1 GENERAL

This Policy applies to the installation and parallel operation of Member owned Distributed Generation (DG).

While not regulated by the Commission on this subject, the Cooperative adopts as its requirements for safety, reliability, and operational rule the Commission's Substantive Rule 25.212 "Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation" as may be amended from time to time as the Cooperative's interconnection, operational, safety, and reliability rules, except for any portions of the substantive rule which refer to the Commission's form of an Interconnection Agreement or Tariff as may be amended from time to time. Should any provision of the adopted substantive rule and this Policy conflict, this Policy will control.

600.2 LIMITATIONS WITH REGARD TO METERS AND FACILITIES

A Member may serve all load behind the meter at the location of the interconnecting DG facility but will not be allowed to serve multiple meters, multiple consuming facilities or multiple Members with a single DG facility or under a single DG application.

600.3 COMPLIANCE WITH ALL LAWS, REGULATIONS, AND STANDARDS

A Member requesting to interconnect a DG facility to the Cooperative's Delivery System is responsible for and must follow, in addition to all provisions of this Policy, the Cooperative's Tariff and Business Rules, the policies and procedures of the Cooperative's power supplier where applicable, the policies and procedures of the interconnecting transmission provider where applicable, the rules and regulations of ERCOT and the Commission where applicable, the current IEEE 1547 Standard Guide for Distributed Generation Interconnection, other applicable IEEE standards, applicable ANSI standards, including ANSI C84.1 Range A and any other applicable governmental and regulatory laws, rules, ordinances or requirements. All legal, technical, financial, or other requirements in the following sections of this Policy must be met prior to interconnection of the DG facility to the Cooperative's system.

600.4 MEMBER REQUIREMENTS

APPLY FOR DG SERVICE

To begin the process of interconnecting a DG facility to the Cooperative's Delivery System, a Member must complete and submit an Application for Interconnection and Parallel Operation of Distributed Generation (DG), Section 700.5.

APPLICATION AND ENGINEERING STUDY FEES

At the time of application for DG service, the Member will pay a refundable application and engineering study fee. The application and engineering study fee will recover the cost for the Cooperative to complete all work required to facilitate the Member's DG service prior to execution of an interconnect agreement, including an engineering study for DG interconnections under 50 kW AC. This fee may be refunded in the case that an Applicant's costs to interconnect a DG system would require Cooperative Delivery System upgrades as per the Line Extension Policy, Section 400. For DG interconnections greater than 50 kW AC, the cost of the engineering study is not included in the application fee, therefore the Applicant will be billed separately at cost. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

EXECUTE AN INTERCONNECT AGREEMENT

To interconnect a DG facility to the Cooperative's Delivery System, a Member must complete, submit, and have approved by the Cooperative an Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

PAY INTERCONNECT AGREEMENT AND INSPECTION FEES

The Member will pay a non-refundable interconnect agreement and inspection fee if executing an Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6. The interconnect agreement and inspection fee covers the cost for the Cooperative to complete all work required to facilitate the Member's DG service with the exception of any work required in the application

process covered by the application fees or by Section 400.14, Service Upgrades to Existing Cooperative Facilities~~Service Upgrades to Existing Cooperative Facilities~~. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

DISTRIBUTED GENERATION INTERCONNECTION TRANSFER FEE
A member moving into an existing interconnect location with intent to generate will be required to establish a new Interconnect Agreement with the Cooperative and pay the DG Interconnection Transfer Fee. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

600.5 COOPERATIVE REVIEW OF PROPOSED DG FACILITY

ENGINEERING STUDIES AND STUDY FEES
The Cooperative will conduct an engineering study, service study, coordination study and/or utility system impact study prior to interconnection of a DG facility. The scope of any such studies will be based on the characteristics of the particular DG facility to be interconnected and the Cooperative's Delivery System at the proposed location. Studies may be conducted by a qualified third party. For DG facilities greater than 50 kW AC, an estimate of the engineering study cost and an estimate of the time required to complete the study will be provided to the Member in advance as part of the application fees. If the cost of the study is in excess of the estimate the member will be required to pay actual cost in full.

LIABILITY
The Cooperative intends the review process and any inspections as a means to safeguard the Cooperative's facilities and personnel. The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative will not impose any liability on the Cooperative and does not guarantee the adequacy of the Member's equipment or DG facility to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such DG installations.

SYSTEM UPGRADES AND MODIFICATIONS TO COOPERATIVE FACILITY
If interconnection of a particular DG facility will require material capital upgrades to the Cooperative' Delivery System as determined by the engineering study, the Cooperative will provide the Member with an estimate of the schedule and Member's cost for the upgrade. If the Member desires to proceed with the upgrade, the Member will be responsible for all costs associated with the upgrade in accordance with Section 400.14, Service Upgrades to Existing Cooperative Facilities~~Service Upgrades to Existing Cooperative Facilities~~.

GENERAL SAFETY AND RELIABILITY
The Cooperative reserves the right to require additional safety, reliability and/or operational equipment and/or measures beyond that required by the referenced Substantive Rule where its engineering study determines that such equipment and/or operational measures are required. In such cases, the Member will be responsible for the cost of such equipment and/or operational measures.

DG FACILITY ACCESS
The Cooperative has the right to access the area where the disconnect switch for the DG facility is installed for purposes of testing and/or operating the disconnect switch. Such entry onto the Member's property may be without notice.

If the Member erects or maintains locked gates or other barriers, the Member will furnish the Cooperative with convenient means to circumvent the barrier for full access.

METERING
The Member location will be metered in accordance with Section 300.13, Measurement and Metering of Service. Depending on the size and registration status of the DG facility with ERCOT additional meter requirements may be necessary.

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700 APPENDICES

700.1 MEMBERSHIP APPLICATION AND CERTIFICATE

MEMBERSHIP APPLICATION AND CERTIFICATE

I apply for membership in Pedernales Electric Cooperative, Inc. I agree to be connected to and receive service from the Cooperative's electric distribution system. I agree to pay for Cooperative services and abide by the Cooperative's Bylaws, Tariff, policies, and procedures. I authorize agents of the Cooperative to enter and will allow easy access to my property to repair and maintain lines or equipment or for any other purpose necessary to provide services and conduct business.

Date: _____ Account number: _____

Name and address of applicant:

_____

_____

_____

_____

Phone: _____ Alternate phone: _____

Location description:

_____

_____

_____

_____

I understand that Pedernales Electric Cooperative requires one (1) refundable membership fee per member. The membership fee will be applied as a credit to the bill when all accounts are closed.

This certifies the applicant is a member of Pedernales Electric Cooperative, Inc.

700.2 RESIDENTIAL LETTER OF GUARANTEE

PEC COPY – RETURN TO:
P.O. BOX 1, Johnson City, TX 78636

RESIDENTIAL LETTER OF GUARANTEE

(Waiver of Deposit agreement)

In order that Pedernales Electric Cooperative, Inc. ("PEC"), waive a cash deposit for securing payment of electric bill for:

Applicant Name: _____

I, (Guarantor Name): _____

Agree to pay an amount not to exceed one hundred and fifty dollars ($150.00).
I UNDERSTAND BY SIGNING THIS AGREEMENT THAT:

1. A credit risk assessment on the Guarantor may be conducted by PEC or on its behalf.
2. The amount of liability for Guarantor toward payment of Member's unpaid final bill will not exceed one hundred and fifty dollars ($150.00).
3. This Agreement transfers with the Member/Guarantor, should either party change his or her service address and continue to receive electric service from PEC.
4. This guaranty will terminate automatically when the Member has paid his or her bills for twelve (12) consecutive months without service being disconnected for nonpayment, without having more than one (1) late payment, and without having more than one (1) returned item.
5. **If Member fails to pay the final bill within sixteen (16) days after the final due date, the Guarantor's electric account may be charged an amount not to exceed one hundred and fifty dollars ($150.00). If this amount is not paid or arrangements not made for payment, Guarantor's own electric service may be disconnected.**

Member name: _____	Guarantor: _____
Member signature: _____	Guarantor signature: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Phone: _____	Phone: _____
Date: _____	Date: _____
Account number: _____	Account number: _____
Amount: _____	

Appearing the Guarantor, _____ , subscribed and sworn

before me this _____ day of _____ , 20 ____ .

(NOTARY SEAL)

Notary public signature:

_____

_____

Pedernales Electric Cooperative, Inc.
Residential Letter of Guarantee - PEC copy
Pedernales Electric Cooperative, Inc.

GUARANTOR COPY

RESIDENTIAL LETTER OF GUARANTEE

(Waiver of Deposit agreement)

In order that Pedernales Electric Cooperative, Inc. ("PEC"), waive a cash deposit for securing payment of electric bill for:

Applicant Name: _____

I, (Guarantor Name): _____

Agree to pay an amount not to exceed one hundred and fifty dollars ($150.00).
I UNDERSTAND BY SIGNING THIS AGREEMENT THAT:

1. A credit risk assessment on the Guarantor may be conducted by PEC or on its behalf.
2. The amount of liability for Guarantor toward payment of Member's unpaid final bill will not exceed one hundred and fifty dollars ($150.00).
3. This Agreement transfers with the Member/Guarantor, should either party change his or her service address and continue to receive electric service from PEC.
4. This guaranty will terminate automatically when the Member has paid his or her bills for twelve (12) consecutive months without service being disconnected for nonpayment, without having more than one (1) late payment, and without having more than one (1) returned item.
5. **If Member fails to pay the final bill within sixteen (16) days after the final due date, the Guarantor's electric account may be charged an amount not to exceed one hundred and fifty dollars ($150.00). If this amount is not paid or arrangements not made for payment, Guarantor's own electric service may be disconnected.**

Member name: _____
Member signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____
Amount: _____

Guarantor: _____
Guarantor signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____

Appearing the Guarantor, _____ , subscribed and sworn

before me this _____ day of _____ , 20 _____ .

(NOTARY SEAL)

Notary public signature: _____

Pedernales Electric Cooperative, Inc.
Residential Letter of Guarantee - Guarantor copy

700.3 PREPAID PAYMENT OPTION MEMBER AGREEMENT

PRE-PAID PAYMENT OPTION MEMBER AGREEMENT

Pedernales Electric Cooperative, Inc. ("PEC") is pleased to offer the Pre-paid Payment Option to eligible members. This payment option allows you to manage your electric usage and payments towards your electric bill. With this payment option, each day, PEC will bill you for your previous day's usage and deduct the bill amount from the credit on your account. Daily balances are available for review at pec.coop/PayNow, SmartHub, or by phone. PEC will send you notices by phone, text, or email reflecting your balance. If you have an existing deposit on your account, PEC will retain $50 of that deposit and apply the remaining amount to your pre-paid balance.

ELIGIBLE MEMBERS MUST:

- Have a twenty five dollar ($25) pre-paid credit balance to set up the account
- Keep a credit balance on the account at all times

OTHER PROGRAM INFORMATION:

- Pre-paid accounts are not eligible for the following services and rates:
  - Deferred Payment Arrangement, Budget Billing, Automatic Payment Plan
  - Time of Use, Interconnections, or Cooperative Solar rates
  - Medical Necessity Registry, Advanced Meter Opt Out Program, or with three-phase service
- No deposit based on credit worthiness is required for Pre-paid Payment Option accounts
- Make payments via the SmartHub app, online, by phone, at kiosks, by mail, or in person
- Existing balances must be cleared or a payment arrangement must be scheduled prior to enrollment:
  - Fifty percent (50%) of every payment will be applied to the outstanding balance.
  - The remaining fifty percent (50%) will be applied to the pre-paid account balance until the outstanding balance is paid in full
- Members are responsible for setting up personalized notifications via SmartHub
- If service is disconnected for lack of pre-paid funds, the unpaid balance will be due along with a twenty five dollar ($25) credit balance to reinstate electric service

PRE-PAID PAYMENT OPTION MEMBER AGREEMENT - CONTINUED

MEMBER:

1. I request that my account be added to the Pre-paid Payment Option. I agree to abide by the Tariff and Business Rules (Section 300.11.3.1) governing the Pre-paid Payment Option.
2. I consent to electronic notifications by electronic mail, text, or by phone regarding the Pre-paid Payment Option, including notifications regarding balances. PEC will send notice either by email or text when the balance is at ten dollars ($10) or less. You may elect to receive additional alerts by through your SmartHub account. I understand that it is my responsibility to immediately notify PEC of any changes to my contact information.
3. The continuation of electric service depends on your prepaying for service on a timely basis and once the fund balance on the electric account is depleted to zero dollars ($0), a notification will be sent, and service is subject to disconnection. The daily base rate will continue to accumulate even if no energy consumption occurs.
4. Member assumes all liability for and holds harmless PEC, its directors, officers, employees, and agents for any and all damages of every kind resulting from my participation in the Pre-paid Payment Option including, without limitation, automatic disconnection or reconnection of service.
5. I understand that at any time, I may elect to discontinue the Pre-paid Payment Option and resume standard billing. At that time, PEC will require full payment of any outstanding balance and may require a deposit.
6. Member acknowledges and agrees to the terms and conditions described herein.

Member name: _____ Date: _____

Account: _____ Phone: _____

Email: _____

700.4 MEDICAL NECESSITY PROGRAM APPLICATION

MEDICAL NECESSITY PROGRAM APPLICATION

IMPORTANT INFORMATION:

- This application must be completed to obtain Chronic or Critical Care designation with Pedernales Electric Cooperative, Inc. ("PEC").
- This application will not be processed if incomplete, unreadable, or improperly submitted. All information is required, unless otherwise indicated.
- Submission of this application does not automatically result in Chronic or Critical Care designation.
- Members will be notified upon approval and when the designation is due for renewal.
- Pursuant to the Tariff and Business Rules of PEC, designation as a Chronic or Critical Care residential member does not relieve a member of the obligation to pay for electric service, and service may be disconnected for failure to pay.
- Chronic or Critical Care designation does not guarantee continuous electric power. If electricity is a necessity to sustain life, you must make other arrangements for on-site back-up capabilities or other alternatives in the event of power loss.
- It is important that we have the most current phone number and mailing address on record. Members who have registered their PEC account(s) online may also receive notifications via the registration email address.
- More information may be found on this Program in the "Medical Necessity Program" section of the PEC Tariff and Business Rules.

INSTRUCTIONS FOR MEDICAL NECESSITY PROGRAM APPLICATION:

MEMBER: Complete Part 1 of application and provide to patient's physician to complete
PHYSICIAN: Complete Part 2 of application
MEMBER: Return signed application to any PEC office or via email, fax, or mail

Office locations: Visit pec.coop/locations

Email: medical@peci.com

Fax: 830-868-4956
Attn: Medical Necessity Program

Mail: Pedernales Electric Cooperative, Inc.
Attn: Medical Necessity Program
P.O. Box 1
Johnson City, Texas 78636

MEDICAL NECESSITY PROGRAM APPLICATION - CONTINUED

PART 1: COMPLETED BY THE MEMBER - ALL INFORMATION IS REQUIRED

Member name on PEC account: _____

Patient name: _____

(Name of Patient living permanently at the Service Location who requires chronic condition or critical designation pursuant to PEC's Tariff and Business Rules. The Patient may be the same person as the Member.)

Account number on your PEC bill: _____ Generator? _____

Service location on your PEC bill: _____

City: _____ State: _____ Zip: _____

Mailing address on your PEC bill: _____

City: _____ State: _____ Zip: _____

Member primary phone: _____ Alternate phone (if any): _____

Emergency (Secondary) Contact Information (Your application will be rejected unless you include an Emergency Contact name or insert "I choose not to provide an Emergency Contact name." Failure to include an Emergency Contact may result in disconnection of your electric service without notice if PEC is unable to contact you.

Emergency contact: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Primary phone: _____ Alternate phone (if any): _____

MEMBER – I have read and understood PEC's information on the Medical Necessity Program and certify that the information provided on this application is correct. I understand the information may also be used to determine whether I am eligible for additional notices relating to my electric service. I agree to be contacted by telephone at the phone numbers listed above with respect to the Medical Necessity Program. Pedernales Electric Cooperative, Inc. is not liable for delayed or undelivered notifications.

PATIENT/PATIENTS GUARDIAN, PARENT, OR MANAGING CONSERVATOR – I have read and understood the information on the Medical Necessity Program and certify that the information provided in this application about me (or the patient) is correct. I agree to the release of the information on this form concerning my (or the patient's) medical condition for the purposes stated on this application.

MEDICAL NECESSITY PROGRAM APPLICATION - CONTINUED

PART 2: COMPLETED BY THE PATIENT'S PHYSCIAN – ALL INFORMATION IS REQUIRED

CHRONIC CONDITION:	**YES**	**NO**
The patient has a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent impairment of a major life function through a significant deterioration or exacerbation of the person's medical condidtion.	☐	☐
If yes to the above, has the medical condition been diagnosed as a life-long condition?	☐	☐

OR

CRITICAL CARE CONDITION:	**YES**	**NO**
The patient is dependent upon an electric-powered medical device to sustain life.	☐	☐
If yes to the above, has the medical condition been diagnosed as a life-long condition?	☐	☐

Physician name (please print): _____

Texas Medical Board License number: _____

Phone: _____

Physician signature: _____

700.5 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

Name (First): _____

Name (Last): _____

Organization (if applicable): _____

PEC account number: _____

PEC meter number: _____

Member phone: _____

Member email: _____

Installation address: _____

Installer's name: _____

Installer's phone: _____

Installer's email: _____

Distributed generator details:

Fuel or energy source (solar, etc.): _____

Nameplate rating (kW-DC): _____

Nameplate output rating (kW-AC): _____

Operating voltage (volts): _____

Connection (phase): _____

Equipment manufacturer: _____

Power factor: _____

Frequency: _____

APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

Battery storage system? ☐ **Yes** ☐ **No**

If answering Yes to battery storage system, than complete the next set of questions:

Nameplate rating (kW-DC): _____

Nameplate output rating (kW-AC): _____

Location of facility: _____

Installer's name: _____

Installer's phone: _____

Installer's email: _____

By submitting to PEC, the Member authorizes PEC to discuss this application with the installer listed herein and such other persons necessary to process this Application including, but not limited to, any electrical contractor or consultant for the project.

700.6 INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

THIS AGREEMENT (the "Agreement") made this _____ day of _____ by and between _____, hereinafter referred to as the "Member", and PEDERNALES ELECTRIC COOPERATIVE, INC., hereinafter referred to as the "Cooperative", is as follows:

Member owns or intends to own and/or operate an electric power generating installation, at the service location below, and desires to interconnect and operate such installation in parallel with the Cooperative's electric distribution system. This Agreement defines the requirements and responsibilities of the Member including terms affecting delivery and sale of electricity as well as conditions required for parallel operating distributed generation. Parallel operation and sales of electricity will be governed by the Cooperative's Tariff and Business Rules including any and all amendments that may hereafter be approved by the PEC Board of Directors.

Account number: _____

Member name: _____

Service location: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **SCOPE OF AGREEMENT.** This Agreement is applicable to conditions under which Cooperative and Member agree that one or more generating facility or facilities, interconnecting at a single point, of ten (10) megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facility") may be interconnected to Cooperative's facilities, as described in Exhibit A.

2. **ESTABLISHMENT OF POINT(S) OF INTERCONNECTION.** The Cooperative and the Member agree to interconnect the Facility at the Point of Interconnection in accordance with the Cooperative's Tariff and Business Rules.

3. **RESPONSIBILITIES OF COOPERATIVE AND MEMBER.** While the Cooperative is not regulated in this matter by the Public Utility Commission of Texas, the Cooperative has adopted as its requirements for safety, reliability, and operational rule the Commission's Substantive Rule 25.212 "Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation" hereinafter referred to as the "Rules." Member shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for the Facility specified on Exhibit A. Member shall conduct its operations of the Facility in compliance with all aspects of the Rules. Maintenance of the Facility shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Member agrees to cause the Facility to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

   Member covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, the Facility on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the Facility of one Party, affecting or impairing the Facility of the other

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

Party, or other Facility with which Cooperative is interconnected.

The Cooperative shall notify Member if there is evidence that operation of the Facility causes disruption or deterioration of service to other utility Members or if the operation of Facility causes damage to the Cooperative's facility or other Facility with which the Cooperative is interconnected. Member shall work promptly to resolve the problem.

Member shall notify the Cooperative of any emergency or hazardous condition or occurrence with the Facility which could affect safe operation of Cooperative's facility or other Facility with which Cooperative is interconnected.

Member shall provide Cooperative at least fourteen (14) Business Days' written notice of a change in ownership; any circumstances necessitating a change in the person who is the Member; or cessation of operations of one or more Facility. Upon notice by Member of circumstances necessitating a change in the person who is the Member, the Cooperative shall undertake in a reasonably expeditious manner entry of a new Agreement with the change in person who is the Member.

4. **RIGHT OF ACCESS, EQUIPMENT INSTALLATION, REMOVAL & INSPECTION.** Upon reasonable notice, the Cooperative will send a qualified person to the premises where the Facility is located to inspect the interconnection before the Facility first produces energy. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Cooperative shall have access to the premises where the Facility is located for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its members. Member warrants it has, or has obtained from all other persons, all necessary rights to provide Cooperative with access to the premises and Facility, as necessary or appropriate for Cooperative to exercise its rights under this Agreement and the Rules.

5. **DISCONNECTION OF FACILITY.** Member retains the option to disconnect from the Cooperative's facilities. Member shall notify Cooperative of its intent to disconnect by giving Cooperative at least thirty (30) business days' written notice. Such disconnection shall be a termination of this Agreement.

6. **EFFECTIVE TERM AND TERMINATION RIGHTS.** This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Member may terminate this Agreement at any time, by giving Cooperative thirty (30) business days' written notice; (b) Cooperative may terminate upon failure by Member to generate energy from the Facility within twelve months of executing this Agreement; (c) either the Cooperative may terminate by giving the Member at least thirty (30) Business Days' written notice that the Member is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default. Upon termination Member will ensure the Facility is disconnected from the Cooperative's electric distribution system. The Cooperative may inspect the Facility to ensure proper disconnection from the Cooperative's electric distribution system.

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

7. **SALES OF ELECTRIC SERVICE TO MEMBER.** Member agrees to pay for electric service in accordance with the applicable Interconnection Rate and is subject to such other rates as may be applicable under its Tariff.

8. **CREDITS TO MEMBER.** The Cooperative shall credit electric service in accordance with the applicable rate schedule and is subject to such other rates as may be applicable under its Tariff.

9. **RECEIPT OF POLICY.** Member acknowledges that the Interconnection Policy of the Cooperative is found in its Tariff and Business Rules, as may be amended from time to time.

10. **LIMITATION OF LIABILITY AND INDEMNIFICATION.**
a. Member assumes full responsibility for electric energy furnished to him or her at and past the Point of Interconnection and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises owned or operated by Member arising from electric power and energy delivered by Cooperative or in any way arising directly or indirectly from Member's Facility except (i) when the gross negligence or willful misconduct of the Cooperative or its agent or agents was the sole proximate cause of injuries, including death therefrom, to Member or to employees of Member or in the case of a residential Member, to all members of the household; and (ii) as to all other injuries and damages, to the extent that injuries or damages are proximately caused by or result in whole or in part from (a) any gross negligence or willful misconduct of the Cooperative or its agent(s) independent of and unrelated to the maintenance of Cooperative's facilities or any condition on Member's premises or (b) the breach by Cooperative of any provision of any contract regarding purchase and/or sale of electrical energy or service between Cooperative and Member.
b. The Cooperative's review process and any inspections are intended as a means to safeguard the Cooperative's facilities and personnel. The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of the Member's equipment or DG facility to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such installations.
c. Insurance and Indemnity. Member may consider obtaining liability insurance which insures Member against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation, and maintenance of the Member's generating equipment. Otherwise, the Cooperative's liability is limited herein and in accordance with its Tariff and Member agrees to indemnify and hold the Cooperative harmless from all claims except as may be specified herein or in the Tariff and Business Rules.
d. The Cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and wave form fluctuations occasioned by causes reasonably beyond the control of the Cooperative, including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction. For claims resulting from failures, interruptions, or voltage and wave form fluctuations

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

occasioned in whole or in part by the negligence of the Cooperative or its agent(s), the Cooperative shall be liable only for that portion of the damages arising from personal injury, death of persons, or costs of necessary repairs to or reasonable replacement of electrical equipment proximately caused by the gross negligence or willful misconduct of the Cooperative or its agent(s). The Cooperative shall not be liable in any event for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Cooperative does not assume liability for any costs and damages arising from the disruption of the business of the Member.

11. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Member and Cooperative for the service herein described, and the Cooperative, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Member agrees that it is not relying on any statements not herein contained.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Member:

By: _____

Printed name: _____

Date: _____

Pedernales Electric Cooperative, Inc.

By: _____

Printed name: _____

Title: _____

Date: _____

EXHIBIT A:

1. Member's Facility One-Line Diagram

2. Member's Facility map including location of the following:
   a. Facility disconnects
   b. Labeling of Facility
   c. Cooperatives access points to Facility

700.7 PRIMARY LEVEL SERVICE AGREEMENT

PRIMARY LEVEL SERVICE AGREEMENT

This Primary Service Level Agreement is entered into by and between _____,

herein called "Applicant", and Pedernales Electric Cooperative, Inc. (PEC), herein called "Cooperative" to ensure Applicant recognizes the responsibilities.

This Agreement covers the responsibilities of the Applicant at the following service location:

_____

_____

_____

SERVICE CHARACTERISTICS:
Applicant understands the Cooperative is delivering service to the service location as per Applicant's above request. The Cooperative meter will be the "Point of Delivery". Applicant will be solely responsible for all facilities past the Point of Delivery. This includes ongoing operations and maintenance for Applicant-owned facilities once the Service Location has been energized. The Applicant recognizes that PEC will not perform any work at any time past the Point of Delivery.

Service hereunder will be alternating current, _____ phase, at a frequency of sixty (60) Hz,

and power will be delivered to the Member at _____ kV voltage.

TERM:
This agreement will become effective and binding when executed by both parties, and will remain in effect while Applicant is receiving service delivered at Primary Service Level. The agreement will no longer be in effect if service disconnection is requested by the Applicant. In the case the Applicant wishes to change service delivery by the Cooperative from Primary Service to Secondary Service Level, the Applicant must contact the Cooperative and apply for a line extension as detailed in the Cooperative's Tariff and Business Rules, Section 400, Line Extension Policy.

PEDERNALES ELECTRIC COOPERATIVE, INC.:

Signature: _____

Printed name: _____

Title: _____

Date: _____

APPLICANT:

Signature: _____

Printed name: _____

Date: _____

700.8 APPLICATION FOR EASEMENT RELEASE

APPLICATION FOR EASEMENT RELEASE

In order to process an application for the release of an easement, the following items must be provided:

1. An Application for Easement Release completed and signed by the Applicant;
2. A survey plat, if available, of the area being requested for release showing all property lines, improvements on property, all easements contained on the property with special reference to the easement to be released;
3. If the easement being requested for release was dedicated and recorded by separate instrument, a copy of said instrument must also accompany the application. These documents are obtainable at the County Clerk's office in the respective county in which the document is recorded;
4. A cover letter may include specific information not included in the above, i.e. special circumstances or conditions such as closing dates, which the Applicant believes will assist PEC staff in the processing of the Application; and
5. A processing fee must accompany the Application; the application fee is to be paid by all Applicants, including governmental entities. This fee is non-refundable regardless of whether the Application is ultimately approved by Pedernales Electric Cooperative, Inc.

Upon receipt of the above items, the Application will be researched and reviewed. Assuming the release may be granted, the Cooperative will prepare the necessary documents; the Applicant will be responsible for recording of the easement release (and any associated recording fees) if necessary. Please allow a minimum of thirty (30) business days for processing, research and review.

If we are unable to grant your request, we will contact you promptly. If you have any questions, please contact the District Engineering Supervisor at the office listed below or call toll free at 877-372-0391.

Please submit your request and direct your questions to:

APPLICATION FOR EASEMENT RELEASE - CONTINUED

Application is hereby made for the release of the following easement as described below:

The easement is on property legally described as:

Subdivision/section: _____

Lot and block number: _____

Plat book volume/page: _____

Street address: _____

Provide common description of the easement requested for release, indicating the amount of the easement to be released (provide a survey or plat of the area with the area to be released highlighted).

Property owner's name: _____

Mailing address: _____

Telephone number: _____

Note: If multiple owners own the property in which the easement(s) is requested to be released, include the complete names, addresses, and phone numbers of each owner.

Describe proposed use of area to be released:

Additional relevant information for Cooperative's review:

APPLICATION FOR EASEMENT RELEASE - CONTINUED

Confirm the Application includes the following items:

- ☐ Plat/survey
- ☐ Copy of easement(s)
- ☐ Processing fee

The undersigned, as owner of the property referenced or agent, acknowledges the information including within the Application is true and accurate. It is further understood that receipt of this Application by Pedernales Electric Cooperative, Inc. does not obligate the Cooperative to release any easements referenced herein. The undersigned acknowledges that the Cooperative's employees or representatives may access and inspect the property referenced in the Application.

APPLICANT: _____

Signed by: _____

Printed name: _____

Title: _____

Date: _____

PEC USE ONLY:

☐ APPROVED _____

☐ UNAPPROVED _____

By: _____

File #: 2023-007, **Version:** 1

Resolution - Approval to Amend Tariff and Business Rules - Annual Interconnect Rate Update - N Mack | D Thompson

Submitted By: David Thompson
Department: Markets
Financial Impact and Cost/Benefit Considerations: Expenditure of Cooperative funds is not anticipated to be impacted; expenditures of staff time is not anticipated to be impacted.

The Cooperative's Rate Policy requires a Cost-of-Service Study to be conducted at regular intervals to guide rate design and as an input to the Rate Plan. The Rate Plan defines how the Cooperative anticipates recovering its costs from members for services provided during the upcoming year. The proposed 2023 Rate Plan references review of the Sustainable Power Credit - Interconnect Rate.

As a component of the Interconnect Rate, the Sustainable Power Credit is designed to pay solar members for their excess power at the market value of power plus any system benefit. The Sustainable Power Credit is updated annually to ensure that this credit that compensates Members, with an active interconnect agreement and not on the Interconnect Wholesale Energy Rate, for received energy, closely aligns with the benefit to the Cooperative. After review, the recommendation is to adjust the Tariff and Business Rules (the "Tariff") as to "Sustainable Power Credit" Section 500.1.12 by increasing the Sustainable Power Credit from: - $0.053770 to - $0.60005 per kWh.

Tariff amendment and effective date is shown below:

- Sustainable Power Credit, Section 500.1.12 - Effective for all bills issued on and after March 1, 2023

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE that the Cooperative approves the amendments to the Tariff and Business Rules as attached hereto with such changes, if any, as were approved by the Board, to become effective upon Board approval, unless otherwise specified in the Tariff and Business Rules; and

BE IT FURTHER RESOLVED that the Chief Executive Officer, or designee, is authorized to take all such actions as needed to implement this resolution.

Approval to Amend Tariff and Business Rules – Annual Interconnect Rate Update

Natalia Mack I Rates Manager

David L. Thompson I VP of Markets

Sustainable Power Credit Rate

Background

- All Members with distributed generation (DG) less than 50 kW receive the Sustainable Power Credit for all surplus generation delivered to PEC's distribution system
- The Sustainable Power Credit is calculated from the 3-year average avoided cost of the following:
  - Energy Cost
  - Ancillary Service Cost
  - Transmission Cost
  - Other if applicable

Sustainable Power Credit Rate

Proposed Rate Change

- Update the Sustainable Power Credit from $0.053778 to $0.060005 per kWh of Received Energy

Item	2018	2019	2020	2021	3-Year Average 2018-2021	3-Year Average 2019-2022
Avoided Energy Costs	$ 56.85	$ 88.80	$ 41.32	$ 69.48	**$ 62.31**	**$ 66.53**
Avoided Ancillary Services Costs	$ 2.49	$ 5.36	$ 1.85	$ 14.51	**$ 3.17**	**$ 7.24**
Avoided Transmission Costs	$ 18.14	$ 19.59	$ 21.17	$ 19.59	**$ 18.63**	**$ 20.11**
Avoided Capacity or Demand Costs	$ -	$ -	$ -		**$ -**	**$ -**
Avoided Distribution Costs	$ -	$ -	$ -		**$ -**	**$ -**
Avoided Regulatory Costs	$ -	$ -	$ -		**$ -**	**$ -**
Value of Distributed Generation	**$ 77.48**	**$ 113.74**	**$ 64.34**	**$ 103.58**	**$ 84.11**	**$ 93.89**
Sustainable Power Credit ($/kWh)					**$ 0.053770**	**$ 0.060005**

Sustainable Power Credit Rate

Financial Impact

- Impact to a specific member will depend on usage patterns
- Members should see an increase in payments of $0.006235 per kWh of Delivered Energy
- Current number of members (as of November 1st):
    - Residential – 8,392 members
    - Small Power – 70 members

Proposed Tariff Amendment

- Update Section 500.1.12, Sustainable Power Credit

Proposed Implementation Timeline and Details

- Send member notice via bill message on February's bill
- Effective for all bills issued on and after March 1, 2023

PEC Helpful Links and Rate Contact Information

PEC Document Center -

Includes Rate Policy, Cost of Service Studies, recent rate related Board items

https://www.pec.coop/about-us/your-cooperative/document-center/

PEC Rate Inquiry email address - Rateinquiry@peci.com

PEDERNALES ELECTRIC COOPERATIVE

TARIFF AND BUSINESS RULES
FOR ELECTRIC SERVICE

Pedernales Electric Cooperative, Inc.
201 South Avenue F
P.O. Box 1
Johnson City, Texas 78636-0001

TABLE OF CONTENTS

100 DEFINITIONS 6
200 DESCRIPTION OF THE COOPERATIVE'S SERVICE AREA 10
200.1 COUNTIES SERVED 10
200.2 FRANCHISE CITIES SERVED 10
300 GENERAL SERVICE RULES AND REGULATIONS 11
300.1 GENERAL 11
300.2 AVAILABILITY OF TARIFF 11
300.3 ALTERNATE LANGUAGE REQUIREMENTS 11
300.4 MEMBER ACCESS TO COOPERATIVE RECORDS 11
300.4.1 SUBPOENA RESPONSE SERVICES 11
300.4.2 EASEMENT RELEASE APPLICATION 12
300.5 WAIVERS 12
300.6 NON-DISCRIMINATION 12
300.7 CREDIT WORTHINESS AND SECURITY DEPOSITS 12
300.7.1 CREDIT REQUIREMENTS FOR RESIDENTIAL APPLICANTS 12
300.7.2 CREDIT REQUIREMENTS FOR NON-RESIDENTIAL APPLICANTS 13
300.7.3 DEPOSITS AND GUARANTEE AGREEMENTS 13
300.7.3.1 NEW APPLICANT 13
300.7.3.2 EXISTING MEMBER 14
300.7.3.3 ADDITIONAL DEPOSIT 14
300.7.3.4 DEPOSIT WAIVER DUE TO FAMILY VIOLENCE 14
300.7.3.5 REFUSAL OF SERVICE 14
300.7.4 GUARANTEES OF RESIDENTIAL MEMBER ACCOUNTS 14
300.7.5 AMOUNT OF DEPOSIT 15
300.7.6 INTEREST ON DEPOSITS 15
300.7.7 RECORDS OF DEPOSITS 16
300.7.8 REFUNDING DEPOSITS AND VOIDING LETTERS OF GUARANTEE 16
300.7.9 RE-ESTABLISHMENT OF CREDIT 16
300.8 ESTABLISHING MEMBERSHIP 17
300.8.1 ESTABLISHING MEMBERSHIP AND MEMBERSHIP FEE 17
300.8.2 ESTABLISHMENT OR TRANSFER FEE 17
300.9 SERVICE 17
300.9.1 CONDITIONS OF SERVICE 17
300.9.2 TIMING OF SERVICE 18
300.9.3 SAME DAY SERVICE FEE 18
300.9.4 SERVICE TO RENTAL LOCATION 18
300.9.5 REFUSAL OF SERVICE 18
300.9.6 CONTINUITY OF SERVICE 19
300.9.7 DISCONTINUATION OF SERVICE 19
300.9.7.1 VOLUNTARY MEMBER DISCONNECTION 19
300.9.7.2 COOPERATIVE DISCONNECTION 19
300.9.7.2.1 DISCONNECTION WITH NOTICE 19
300.9.7.2.2 DISCONNECTION WITHOUT PRIOR NOTICE 20
300.9.7.2.3 DISCONNECTION PROHIBITED 20
300.9.7.2.4 DISCONNECTION DUE TO COOPERATIVE ABANDONMENT 21
300.9.7.2.5 DISCONNECTION OF PAYMENT ASSISTANCE MEMBERS 21
300.9.7.2.6 DISCONNECTION DURING EXTREME WEATHER 21
300.9.7.2.7 DISCONNECTION DURING WEEKEND OR HOLIDAY 21
300.9.7.2.8 DISCONNECTION NOTICES 21
300.9.8 SWITCHOVER AND DISCONNECT FEES 22
300.9.9 RECONNECTION FEE 22

300.9.10 MEDICAL NECESSITY PROGRAM 22
300.9.11 CRITICAL LOAD PROGRAM 23
300.9.12 RECORD OF INTERRUPTION 23
300.10 EMERGENCY OPERATIONS PLAN 23
300.11 BILLING AND PAYMENT 23
300.11.1 BILLING RECORDS RETENTION 24
300.11.2 PAYMENT 24
300.11.3 PAYMENT PLANS 24
300.11.3.1 PRE-PAID PAYMENT PLAN 24
300.11.3.2 INSTALLMENT PLAN 26
300.11.3.3 FIXED PAYMENT PLAN 27
300.11.3.4 AVERAGE PAYMENT PLAN 27
300.11.3.5 CREDIT CARD PAYMENT PLAN 27
300.11.3.6 BANK DRAFT PAYMENT PLAN 27
300.11.4 LATE PAYMENT PROCESSING FEES 27
300.11.5 LOAN LATE FEES 28
300.11.6 RETURNED CHECK / DENIED BANK DRAFT / DENIED CREDIT CARD 28
300.11.7 PAYMENT DEADLINE EXTENSION 28
300.11.8 PAYMENT DEADLINE EXTENSION FOR ELDERLY RESIDENTIAL MEMBERS 28
300.11.9 NON-PAYMENT DISCONNECT AND RECONNECT FEE 28
300.11.10 TRANSFERS OF DELINQUENT BALANCES 28
300.12 VOLTAGE DESIGNATIONS 29
300.13 MEASUREMENT AND METERING OF SERVICE 29
300.13.1 METERING REQUIREMENTS 29
300.13.2 METER RECORDS 30
300.13.3 METER READINGS 30
300.13.4 METER TESTING 30
300.13.5 ADJUSTMENTS DUE TO METER ERRORS 31
300.13.6 ADVANCE METERING OPT OUT PROGRAM 31
300.13.6.1 METER EXCHANGE FEE 31
300.13.6.1.1 METER READINGS AND METER READING FEE 31
300.13.7 METER TAMPERING; THEFT OF ELECTRIC SERVICE 32
300.13.8 METER TEST FEE 32
300.14 DISPUTE RESOLUTION 32
300.14.1 BILLING DISCREPANCIES OR ADJUSTMENTS 33
300.14.1.1 UNDER-BILLING 33
300.14.1.2 OVER-BILLING 33
300.14.2 POWER FACTOR ADJUSTMENT 33
300.14.3 REFUNDS 33
300.14.4 MEMBER COMPLAINTS 33
400 LINE EXTENSION POLICY 34
400.1 OVERVIEW 34
400.2 RESIDENTIAL SERVICE 34
400.3 RESIDENTIAL DEVELOPMENTS 35
400.4 NON-RESIDENTIAL SERVICE 36
400.5 NON-RESIDENTIAL DEVELOPMENTS 37
400.6 PRIMARY LEVEL SERVICE 38
400.7 UNDERGROUND SERVICE 38
400.8 STANDARD DELIVERY SERVICE AND FACILITIES 39
400.9 NON-STANDARD DELIVERY SERVICE AND FACILITIES 39
400.10 ROUTING 40
400.11 AREA LIGHTING 40
400.12 UNMETERED NON-RESIDENTIAL SERVICE 40
400.13 NON-PERMANENT SERVICE 40

400.14 SERVICE UPGRADES TO EXISTING COOPERATIVE FACILITIES 40
400.15 SYSTEM IMPACT FEE 41
400.16 PLANNING REDESIGN FEES 41
400.17 AFTER-HOURS SERVICE 41
400.18 MISCELLANEOUS TRIP FEE 41
400.19 NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION 41
400.20 DE-ENERGIZATION AND LINE CLEARANCES 41
400.21 OWNERSHIP OF COOPERATIVE FACILITIES 41
400.22 REMOVAL AND/OR RELOCATION OF COOPERATIVE FACILITIES 41
500 RATES 43
500.1 MEMBER CHARGES, CREDITS AND ADJUSTMENTS 43
500.1.1 SERVICE AVAILABILITY CHARGE 43
500.1.2 EBILLING BILLING CREDIT 43
500.1.3 EDRAFT BILLING CREDIT 43
500.1.4 DELIVERY CHARGE 43
500.1.5 CAPACITY DEMAND CHARGE 44
500.1.6 PEAK DEMAND CHARGE 44
500.1.7 BASE POWER CHARGE 44
500.1.7.1 FLAT BASE POWER CHARGE 44
500.1.7.2 TIME-OF-USE BASE POWER CHARGE 45
500.1.8 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE 45
500.1.8.1 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KWH 46
500.1.8.2 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KW 46
500.1.9 COMMUNITY SOLAR TRANSMISSION COST ADJUSTMENT (STCA) 46
500.1.10 PRIMARY SERVICE ADJUSTMENT (PSA) 46
500.1.11 RENEWABLE ENERGY RIDER CHARGE 47
500.1.12 SUSTAINABLE POWER CREDIT 47
500.1.13 WHOLESALE ENERGY CREDIT 47
500.1.14 FRANCHISE FEE 48
500.1.15 SALES TAX 48
500.1.16 COOPERATIVE OWNED LAMP CHARGE 48
500.1.17 POWER OF CHANGE 49
500.1.18 CAPITAL CREDITS 49
500.1.19 MISCELLANEOUS PASS-THROUGH CHARGE 50
500.1.20 TEMPORARY WINTER STORM SURCHARGE 50
500.2 RATE SCHEDULES 51
500.2.1 RESIDENTIAL, FARM AND RANCH SERVICE 51
500.2.1.1 RESIDENTIAL, FARM AND RANCH SERVICE 51
500.2.2 NON-RESIDENTIAL SERVICE 51
500.2.2.1 SMALL POWER SERVICE 51
500.2.2.2 LARGE POWER SERVICE 52
500.2.2.3 INDUSTRIAL POWER SERVICE 52
500.2.2.4 TRANSMISSION LEVEL SERVICE 53
500.2.2.5 ELECTRIC VEHICLE PUBLIC CHARGE STATION RATE 53
500.3 RATE PROGRAMS 54
500.3.1 INTERCONNECT RATE 54
500.3.2 INTERCONNECT WHOLESALE ENERGY RATE 54
500.3.3 COMMUNITY SOLAR RATE 55
500.3.4 MILITARY BASE DISCOUNT 56
500.3.5 ECONOMIC DEVELOPMENT DISCOUNT 57
500.3.6 UNMETERED DEVICE SERVICE 57
500.3.6.1 UNMETERED LIGHTING DEVICE SERVICE 58

500.3.6.2 UNMETERED NON-LIGHTING DEVICE SERVICE 59
500.4 FEE SCHEDULE 60
600 INTERCONNECTION POLICY 62
600.1 GENERAL 62
600.2 LIMITATIONS WITH REGARD TO METERS AND FACILITIES 62
600.3 COMPLIANCE WITH ALL LAWS, REGULATIONS, AND STANDARDS 62
600.4 MEMBER REQUIREMENTS 62
600.5 COOPERATIVE REVIEW OF PROPOSED DG FACILITY 63
700 APPENDICES 64
700.1 MEMBERSHIP APPLICATION AND CERTIFICATE 64
700.2 RESIDENTIAL LETTER OF GUARANTEE 65
700.3 PREPAID PAYMENT OPTION MEMBER AGREEMENT 67
700.4 MEDICAL NECESSITY PROGRAM APPLICATION 69
700.5 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) 72
700.6 INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) 74
700.7 PRIMARY LEVEL SERVICE AGREEMENT 78
700.8 APPLICATION FOR EASEMENT RELEASE 79

100 DEFINITIONS

The following definitions apply to the Tariff and Business Rules for Electric Service, ("Tariff") of Pedernales Electric Cooperative, Inc. ("PEC" or "Cooperative"), including the service rules and regulations, policies, rate schedules and riders, and any service agreements made pursuant to this Tariff, unless specifically defined otherwise therein.

Applicant – A Person applying for membership into the Cooperative or a Member, property owner, developer, or home builder applying for a line extension, upgrade, or removal and/or relocation or modification of electric service facilities.

Billing Determinant – Measured, calculated, or specified values used to determine the Cooperative's Rates, charges, credits, and adjustments. These values may include, but are not limited to, measurements of kilowatt-hours (kWh), actual monthly Non-Coincident Peak (NCP) demand in kilowatts (kW), annual NCP demand in kilowatts (kW), Four (4) Coincident Peak Demand in kilowatts (kW), billing demand in kilowatts (kW), Power Factor, Community Solar Energy Units, Unit Energy Allocation, Solar Energy, Net Energy, and number of lamps.

Business Day – All days the Cooperative business offices are open, which includes all weekdays not including Cooperative Holidays.

Capacity Demand – The maximum demand (kW) of power consumed, measured on a fifteen (15) minute interval basis within the billing period as applicable.

Commission – The Public Utility Commission of Texas.

Contribution in Aid of Construction (CIAC) – Payment by Applicant to the Cooperative for line extensions, upgrades, or expansions in excess of allowable investments by the Cooperative, or for nonstandard service facilities, removals, or relocations.

Cooperative – Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation organized and operating under the Electric Cooperative Corporation Act, Texas Utilities Code Annotated, Chapter 161, or a predecessor statute to Chapter 161, and operating under that chapter.

Cooperative Facilities – All the plant and equipment of the Cooperative, including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the business of the Cooperative, including any construction work in progress.

Cost Calculation – A calculation of the cost to extend electric service for Residential Service or Non-Residential Service. The Cost Calculation will include labor and materials used in constructing the line extension, as well as engineering, right-of-way acquisition and clearing to the extent undertaken by the Cooperative or its agents, and all other costs directly attributable to the extension.

Delivered Energy – The total energy (kWh) delivered to a Member during a billing cycle through the Cooperative's Delivery System.

Delivery System – The electric lines and other equipment, including transformers, owned by Cooperative, and the meters, including non-Cooperative owned meters, used in the delivery of electric power and energy.

Development Cost Calculation – A calculation of the cost to extend electric service to a residential subdivision or development, or non-residential development. The Development Cost Calculation will include labor and materials used in constructing the line extension, as well as engineering, right-of-way

acquisition and clearing to the extent undertaken by the Cooperative or its agents, and all other costs directly attributable to the extension.

Distributed Generation (DG) – An electrical generating facility located at a Member's service location, which may be connected in parallel to the Delivery System.

Four (4) Coincident Peak (4CP) – The average of the monthly 15-minute demand for each of the months of June, July, August and September at the same time as the greatest ERCOT system 15-minute demand for the months of June, July, August and September.

Four (4) Coincident Peak (4CP) Demand – The demand (kW) measured during the 4CP.

Good Utility Practice – The meaning as assigned to this term in the Commission's Substantive Rule 25.5, Definitions.

Guarantor – A Member of the Cooperative who takes on a financial responsibility for an Applicant applying for service.

Holiday – Days the Cooperative does not consider a Business Day or days the Cooperative observes as holidays by not having hours of operation.

Individual Private Dwelling – A fixed, permanent residential structure. This term includes a mobile home that has been affixed in its permanent location. This term does not include self-propelled and non-self-propelled recreational vehicles that have no foundation other than wheels, jacks, or skirting.

Interconnection – The physical connection of a DG facility to the utility system in accordance with the requirements of the Interconnection Policy of the Cooperative.

Interconnection Agreement – The agreement which sets forth the contractual conditions under which the Cooperative and a Member agree that one (1) or more facilities will interconnect with the Delivery System.

Installment Plan – An agreement between the Cooperative and a Residential Service Member that allows the Member to pay an outstanding bill on installments extending beyond the bill's due date.

Landlord Provision – An owner or property manager acting as a landlord may apply for service and pay all applicable fees one time. Upon a tenants' disconnection, the landlord is automatically reconnected without being held liable for a tenant's bill nor charged additional establishment or interruption of service fees.

Load Zone – A group of electrical buses assigned to the same geographic region as designated by ERCOT.

Member – Any Person, firm, corporation, or body politic that has applied for electric service and has paid the Cooperative's membership fee.

Member Class – A group of Members with similar electric usage and service characteristics (i.e. residential, small power, large power) taking service under one (1) or more rate schedules.

Multi-Family Dwelling – Building(s) containing two (2) or more dwelling units, rented primarily for non-transient use, and with rent paid at intervals of one (1) week or longer. Multi-Family Dwelling includes residential condominiums, whether rented or owner occupied.

Municipality – A city, incorporated village, or town, existing, created, or organized under the general, home rule, or special laws of the State of Texas.

Net Operating Margins – The excess revenue remaining after all operating expenses, including but not limited to, cost of power, depreciation, interest, and taxes have been deducted from the Cooperative's total operating revenue.

Non-Residential Service – Service provided to Members who meet the qualifications for service in Section 500.2.2, Non-Residential Service.

Parallel Operation – The operation of on-site DG while the customer connects to the Cooperative's Delivery System.

Payment Plan – Any agreement between the Cooperative and a Member that allows a Member to pay the outstanding bill after its due date.

Peak Demand – The maximum demand (kW) of power consumed measured on an hourly interval basis during the Peak and the Super Peak time periods as applicable.

Person – Any natural person or business entity or trust.

Point of Delivery – The point, as determined by the Cooperative, at which electric power and energy leaves the Delivery System. For residential installations, the Applicant will install and be solely responsible for the wiring of the installation and all service entrance wiring through the weather head and the meter base to the Applicant's main disconnect switch or service center. For non-residential installations, the Applicant will install and be solely responsible for the wiring of the installation on Applicant's side of the Point of Delivery regardless of the metering location provided that the voltage service level at the metering location is the same as that of the delivery point.

Premises – A tract of land or real estate including buildings and other appurtenances thereon.

Primary Account – For a Member that has multiple accounts, the account to which the membership fee is assigned and determines the Members' voting district.

Primary Level Service – Service delivered at any one of the Cooperative's standard service voltages delivered after one (1) Cooperative transformation (other than by use of autotransformers) from a transmission voltage.

Qualifying Cogenerator – The meaning as assigned to this term by 16 U.S.C. §796 (18) (C).

Qualifying Cogeneration Facility – The meaning as assigned to this term by 16 U.S.C. §796 (18) (B).

Qualifying Facility – Either a Qualifying Small Power Producer or Qualifying Cogeneration Facility.

Qualifying Small Power Producer – The meaning as assigned to this term by 16 U.S.C. §796 (17) (D).

Rate – Includes:

1. Any compensation, tariff, charge, adjustment, credit, rider, fare, toll, rental, or classification that is directly or indirectly demanded, observed, charged, or collected by the Cooperative for a service, product, or commodity; and
2. A rule, practice, or contract affecting the compensation, tariff, charge, fare, toll, rental, or classification.

Real Time Market – Energy transactions occurring within the current instant in time in the ERCOT market.

Received Energy – The surplus energy generated by a DG system with an Interconnection Agreement received by the Cooperative's Delivery System during a billing cycle.

Residential Service – Service provided to Members who meet the qualifications for service in Section 500.2.1, Residential, Farm and Ranch Service.

Secondary Level Service – Service delivered at any one of the Cooperative's standard service voltages delivered after two (2) or more Cooperative transformations (other than by use of autotransformers) from a transmission voltage.

Service – The term includes any act performed, anything supplied, and any Cooperative Facilities used or supplied by the Cooperative in the performance of its duties.

Settlement Point Price – The price calculated for the Load Zone for each 15-minute settlement interval in Real-Time Market operations.

Tenant – A Person who is entitled to occupy a dwelling unit to the exclusion of others and who is obligated to pay for the occupancy under a written or oral rental agreement.

Transmission Level Service – Service delivered at the Cooperative's standard transmission service voltage.

200 DESCRIPTION OF THE COOPERATIVE'S SERVICE AREA

PEC may serve all or a portion of the counties and cities listed below.

200.1 COUNTIES SERVED

Bell County
Bexar County
Blanco County
Burnet County
Caldwell County
Comal County
Edwards County
Gillespie County
Guadalupe County
Hays County
Kendall County
Kerr County
Kimble County
Kinney County
Lampasas County
Llano County
Mason County
Menard County
Real County
San Saba County
Schleicher County
Sutton County
Travis County
Williamson County

200.2 FRANCHISE CITIES SERVED

Austin
Bertram
Blanco
Boerne
Buda
Bulverde
Cedar Park
Cottonwood Shores
Creedmoor
Dripping Springs
Fair Oaks Ranch
Florence
Georgetown
Granite Shoals
Hays
Highland Haven
Horseshoe Bay
Johnson City
Jonestown
Junction
Kempner
Kyle
Lago Vista
Lakeway
Leander
Liberty Hill
Marble Falls
Meadowlakes
Mountain City
Mustang Ridge
Niederwald
Point Venture
Round Mountain
Round Rock
San Leanna
San Marcos
Spring Branch
The Hills
Uhland
Bear Creek
Briarcliff
Volente
Weir
Wimberley
Woodcreek

300 GENERAL SERVICE RULES AND REGULATIONS

300.1 GENERAL

This Tariff contains all Rates stated separately by type of service and the rules and regulations of the Cooperative affecting Rates, terms and conditions of service. The Tariff is intended to provide uniformity in the delivery of power and energy services to all Members within the Cooperative's service area.

The Cooperative will construct, own, operate, and maintain its Delivery System in accordance with Cooperative standards and Good Utility Practice for the delivery of electric power and energy.

The Cooperative will provide all Members access to the Delivery System pursuant to this Tariff, which establishes the Rates, terms and conditions, and policies for such access.

The Cooperative Rates will provide access to the Delivery System on a non-discriminatory basis to all Members.

300.2 AVAILABILITY OF TARIFF

The Tariff will be accessible on the Cooperative's website or as requested. The Cooperative will provide copies of this Tariff at each office where applications are received, at a Member's request.

300.3 ALTERNATE LANGUAGE REQUIREMENTS

The Cooperative may provide information in English, Spanish, and any other language as the Cooperative deems necessary.

300.4 MEMBER ACCESS TO COOPERATIVE RECORDS

A Member, upon written request, is entitled to examine and copy (at the Member's expense), at any reasonable time, the books, and records of the Cooperative subject to the conditions of the Cooperative's Open Records Policy.

Requests for information are restricted to Members of the Cooperative. The Open Records Policy does not require the creation of Records (as defined in the Open Records Policy). The Cooperative reserves the right to charge an Open Records fee to the Member, payable in advance, if fulfilling the request, or a series of substantively related requests, requires large amounts of employee time or other materials and services to fulfill the request. All fee amounts are per Section 500.4, Fee Schedule.

Please direct all Member requests for information to:

Open Records Request
Pedernales Electric Cooperative, Inc.
P.O. Box 1, Johnson City, TX 78636

- or -

openrecords@peci.com

300.4.1 SUBPOENA RESPONSE SERVICES

If records are requested by subpoena, the Cooperative may charge the requester an hourly fee to answer the request. All fee amounts are per Section 500.4, Fee Schedule.

300.4.2 EASEMENT RELEASE APPLICATION

The Cooperative will assess a fee for processing an Application for Easement Release. A Member may contact the Cooperative for an Application for Easement Release. All fee amounts are per Section 500.4, Fee Schedule.

300.5 WAIVERS

The Cooperative's credit and deposit requirements are subject to change at any time by the Board of Directors. For good cause, including for natural disasters or other declared emergencies, the Chief Executive Officer may waive, suspend, or modify any credit or deposit requirement, the establishment fee, same day service fee, and reconnection fee for a limited duration to address the circumstances. The Chief Executive Officer must inform the Board of Directors at its next regular meeting of all actions taken.

300.6 NON-DISCRIMINATION

The Cooperative will not discriminate based on race, color, nationality, religion, sex, marital status, disability, income level, or source of income, and will not unreasonably discriminate based on geographic location.

300.7 CREDIT WORTHINESS AND SECURITY DEPOSITS

300.7.1 CREDIT REQUIREMENTS FOR RESIDENTIAL APPLICANTS

The Cooperative will require an Applicant for Residential Service or an existing residential Member to establish and maintain satisfactory credit as a condition of providing service.

Establishment of credit will not relieve any Member from complying with the Cooperative's requirements for prompt payment of bills.

The Cooperative will equally apply credit worthiness to both spouses for twelve (12) months immediately after a divorce.

An Applicant for Residential Service or an existing Residential Service Member can establish satisfactory credit by any of the following:

1. Clearing any unpaid or delinquent balances prior to re-establishing service with the Cooperative;

2. Meeting and adhering to the Cooperative’s payment policies and/or Payment Plan such that:

    a. During the most recent twelve (12) consecutive months of service the Member is not late in paying a bill more than once;

    b. The Member does not have service disconnected for nonpayment; and

    c. The Member does not have more than one (1) returned check.

3. Having had a credit risk assessment conducted by the Cooperative or on its behalf and receiving a satisfactory credit risk assessment; or

4. Providing customer history from any electric service provider for the same kind of service within the last two (2) years; was not delinquent more than once in payment of any such electric service account in the most recent twelve (12) consecutive months of service, and provides a satisfactory letter of credit history from the Applicant's previous electric service provider.

300.7.2 CREDIT REQUIREMENTS FOR NON-RESIDENTIAL APPLICANTS

For Non-Residential service, if an Applicant's or existing Member's credit has not been demonstrated satisfactorily to the Cooperative, the Applicant may be required to pay a deposit in an amount not to exceed one-sixth (1/6th) of the annual estimated bill.

An Applicant for Non-Residential Service or an existing non-residential Member can establish satisfactory credit by:

1. Clearing any unpaid or delinquent balances prior to re-establishing service with the Cooperative;

2. Meeting and adhering to the Cooperative's payment policies and/or Payment Plan such that:

    a. During the most recent twenty-four (24) consecutive months of service the Member is not late in paying a bill more than once;

    b. The Member does not have service disconnected for nonpayment; and

    c. The Member does not have more than one (1) returned check.

3. Providing customer history from any electric service provider for the same kind of service within the last two (2) years; was not delinquent more than once in payment of any such electric service account in the twenty-four (24) consecutive months of service, and provides a satisfactory letter of credit history from the Applicant's previous electric service provider; or

4. Having had a credit risk assessment conducted by the Cooperative or on its behalf and receiving a satisfactory credit risk assessment.

300.7.3 DEPOSITS AND GUARANTEE AGREEMENTS

300.7.3.1 NEW APPLICANT

Upon application, if an Applicant is not credit worthy per Sections 300.7.3.1, New Applicant or Section 300.7.3.2, Existing Member, they will be required to pay the following deposits, unless they qualify and choose the residential Pre-paid Payment Plan or Bank Draft Payment Plan option:

1. A fixed deposit in the amount of one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential service in the event the Applicant fails to provide complete, accurate, and verifiable identification information when requested by the Cooperative when applying for electric service; or

2. A fixed deposit in the amount of either seventy-five dollars ($75.00) or one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential Service in the event the Applicant fails to either:

    a. Provide a satisfactory letter of credit history from its previous electric service provider; or

    b. Receive a satisfactory credit risk assessment conducted by the Cooperative or on its behalf. The amount of the deposit due will be based on a credit risk assessment.

300.7.3.2 EXISTING MEMBER

An existing Member applying for additional electric service is required to pay the following charges, unless they qualify and choose the residential Pre-paid Payment Plan or Bank Draft Payment Plan option:

1. A fixed deposit in the amount of one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential Service in the event the Member fails to provide complete, accurate and verifiable identification information when requested by the Cooperative when applying for additional electric service; or

2. A fixed deposit in the amount of either seventy-five dollars ($75.00) or one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for a Non-Residential Service in the event the Member failed to satisfactorily demonstrate to the Cooperative the Member's credit worthiness or otherwise demonstrated a previous history of neglect to fulfill membership obligations. Examples include, but not limited to, paying a bill late more than once during the most recent twelve (12) consecutive months of service for Residential or twenty-four (24) consecutive months for Non-Residential Service, disconnection for nonpayment, failure to meet obligations under an installment plan, return of a check for insufficient funds, theft of service, meter tampering, safety code violations or fraud. The Cooperative bases the amount of the deposit due on a credit risk assessment.

If the Member applying for additional electric service has less than twelve (12) consecutive months of service, the Member may provide a satisfactory letter of credit history from its previous electric service provider or have a credit risk assessment conducted by the Cooperative on its behalf and receive a satisfactory credit risk assessment.

300.7.3.3 ADDITIONAL DEPOSIT

If the Applicant or existing Member has already paid a fixed deposit, the Applicant may be required to pay an additional deposit up to a total deposit amount not to exceed one-sixth (1/6th) of the annual estimated bill.

300.7.3.4 DEPOSIT WAIVER DUE TO FAMILY VIOLENCE

If the Applicant or existing Member has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, such Person will not be required to pay either an initial or additional deposit when establishing new service. This determination will be evidenced by submission to the Cooperative of a certification letter developed by the Texas Council on Family Violence within ten (10) Business Days of the application for service. This waiver will only be applied toward an initial or additional deposit for a single location for the Applicant or existing Member unless another certification letter is later provided. Any reconnections after nonpayment will be subject to payment of the past due balance, reconnection fee, deposits, and any other fees required. All fee amounts are per Section 500.4, Fee Schedule.

300.7.3.5 REFUSAL OF SERVICE

The Cooperative may refuse to provide service to an Applicant if the requested deposit is not paid at the initiation of service. The Cooperative may also refuse to reconnect service to an Applicant or existing Member if the requested deposit is not paid upon request.

300.7.4 GUARANTEES OF RESIDENTIAL MEMBER ACCOUNTS

The Cooperative will allow an Applicant that cannot meet the credit requirements as defined in Section 300.7, Credit Worthiness and Security Deposits, to have a Guarantor sign an agreement that fulfills the credit requirements on their behalf. A guarantee agreement between the Cooperative

and a Guarantor with satisfactory credit must be in writing and will be for no more than the amount of the initial deposit the Cooperative would require on the Applicant's account pursuant to Section 300.7.3.1, New Applicant.

1. A Guarantor can establish satisfactory credit by meeting and adhering to the Cooperative's payment policies and/or Payment Plans such that:

    a. During the most recent twelve (12) consecutive months of service the Guarantor is not late in paying a bill more than once;

    b. During the most recent twelve (12) consecutive months of service the Guarantor has not had service disconnected for nonpayment; and

    c. During the most recent twelve (12) consecutive months of service the Guarantor has not had more than one (1) returned check.

2. The Cooperative will void and return the guarantee to the Guarantor according to the provisions of Section 300.7.8, Refunding Deposits and Voiding Letters of Guarantee.

3. Upon default by a residential Member, the Guarantor of that Member's account will be responsible for the unpaid balance of the account only up to the amount agreed to in the written agreement.

4. The Cooperative will provide written notification to the Guarantor of the Member's default, the amount owed by the Guarantor, and the due date for the amount owed.

5. The Cooperative will provide the Guarantor a bill which will include the payment due date which will not be less than sixteen (16) calendar days after issuance.

6. The Cooperative may transfer the amount owed on the defaulted account to the Guarantor's own service bill, provided it separately identifies the guaranteed amount owed on the Guarantor's bill.

7. The Cooperative may disconnect service to the Guarantor for nonpayment of the guaranteed amount.

300.7.5 AMOUNT OF DEPOSIT

The total deposit(s) from an Applicant or Member will not exceed one-sixth (1/6th) of the estimated annual billing for the account unless the Member or Applicant is subject to the fixed deposit amount described in Section 300.7.3, Deposits and Guarantee Agreements, in which case the amount of the deposit will not be less than the amount of those fixed deposit(s).

300.7.6 INTEREST ON DEPOSITS

The Cooperative will pay interest on any required deposits at an annual rate at least equal to that set by the Commission on December first (1st) of the preceding year, pursuant to Texas Utilities Code §183.003. If a deposit is refunded, payment of interest will be made retroactive to the date of the deposit.

Payment of the interest will be made to the Member annually or at the time the deposit is returned or credited to the Member's account.

The deposit will cease to draw interest on the date it is returned or credited to the Member's account.

300.7.7 RECORDS OF DEPOSITS

The Cooperative will keep the following records:

1. The name and address of each depositor;

2. The amount and date of the deposit; and

3. Each transaction concerning the deposit.

The Cooperative will issue a receipt of deposit to each Applicant paying a deposit and will provide means for a depositor to establish a claim if the receipt is lost.

The Cooperative will maintain a record of each unclaimed deposit for at least four (4) years.

The Cooperative will make a reasonable effort to return unclaimed deposits.

300.7.8 REFUNDING DEPOSITS AND VOIDING LETTERS OF GUARANTEE

If service is not connected or is disconnected, the Cooperative will promptly refund the Applicant's deposit, plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished and void and return to the guarantor all letters of guarantee on the account or provide written documentation that the contract has been voided.

The Cooperative will promptly refund the deposit plus accrued interest to the Member or credit the amount of the deposit and accrued interest to the Member's account or void and return the guarantee or provide written documentation that the contract has been voided when the following conditions are all met.

1. Member has paid bills for Residential Service for twelve (12) consecutive billing months or when the Member has paid bills for Non-Residential Service for twenty-four (24) consecutive billing months;

2. During that time service was not disconnected for nonpayment of a bill; and

3. During that time Member was not delinquent in the payment of bills more than once.

The deposit may be retained if the Member:

1. Does not meet the foregoing refund criteria; or

2. Failed to provide complete, accurate, and verifiable identification information when requested by the Cooperative.

The letter of guarantee may be retained if the Member does not meet the foregoing refund criteria.

300.7.9 RE-ESTABLISHMENT OF CREDIT

A Member whose service has been disconnected for nonpayment of bills or theft of service (meter tampering or bypassing of meter) will be required, before service is reconnected, to pay all amounts due to the Cooperative, including reconnection and other applicable fees, and reestablish credit. All fee amounts are per Section 500.4, Fee Schedule.

300.8 ESTABLISHING MEMBERSHIP

300.8.1 ESTABLISHING MEMBERSHIP AND MEMBERSHIP FEE

Membership in the Cooperative is required for service. A Person that is a Member of the Cooperative will be entitled to a single or joint membership, no matter how many meters or accounts the Member has. A fee will be required with the initial application for service and establishes the Primary Account. At that time, the fee will be applied to the Member's open account or applied to the outstanding account balance of the last open account. Termination of membership does not release a Member or Member's estate from debts owed to the Cooperative. Additional fees may be required for each additional service connection requested by the Member, but the Cooperative will not charge an additional membership fee due to the creation of additional service connections by the Member. The Cooperative will retain the membership fee until the membership terminates or the property sells. All fee amounts are per Section 500.4, Fee Schedule.

300.8.2 ESTABLISHMENT OR TRANSFER FEE

There will be a fee collected for connecting service and/or transferring account information per service location. All fee amounts are per Section 500.4, Fee Schedule.

300.9 SERVICE

This section applies to all locations within the Cooperative's service area, according to the type of service provided and subject to the provisions of the Cooperative's Rates and Line Extension Policy and any other applicable provisions of the Tariff. These rules will not relieve in any way the Cooperative or Member from any of their duties under the laws of the State of Texas or the United States.

300.9.1 CONDITIONS OF SERVICE

The Cooperative will provide electric service to all Applicants within its service area, provided the following conditions are met:

1. The Applicant pays a membership fee and any other amounts required by the Cooperative's rules, including amounts required in Section 300.7, Credit Worthiness and Security Deposits;

2. The Applicant is not delinquent on a past or present account;

3. The Applicant accepts the terms for membership and rules for service, and provides the Cooperative with information reasonably required to verify the identity of the Applicant;

4. The Applicant provides a billing address or an email address for purposes of billing notification;

5. The Applicant grants the Cooperative easement rights and acquires all necessary easements from adjacent landowners on a form acceptable to the Cooperative for its facilities. All costs and expenses, if any, related to the acquisition of easements to serve the Applicant will be the responsibility of the Applicant, including the Cooperative's costs and expenses if the Cooperative participates in the acquisition of the easements through condemnation proceedings;

6. The Applicant provides a meter loop conforming to the Cooperative's standards and the National Electrical Code (NEC);

7. The Applicant's installation and equipment must not be hazardous or of such type that satisfactory service cannot be given;

8. The Applicant will grant access to the Cooperative or its authorized contractors or agents at all reasonable hours, or at any hour if for the sole purpose of restoring power, maintaining,

upgrading, construction, or repairs of Cooperative Facilities, and perform other activities necessary to provide electrical service, including collection activity and vegetation management that in the opinion of the Cooperative may constitute a hazard to Cooperative personnel or facilities, or to the provision of electrical service. Applicant may ask the authorized contractor or agent to exhibit a photo identification badge to gain access. Failure to provide access to Cooperative Facilities may result in suspension of electrical service; and

9. The Cooperative can provide service from existing Cooperative lines or the Cooperative can build new power lines as detailed in Section 400, Line Extension Policy.

300.9.2 TIMING OF SERVICE

Applications for new electric service not involving line extensions or construction of new facilities will be connected no later than three (3) Business Days after the Applicant has met the credit requirements in Section 300.7, Credit Worthiness and Security Deposits, and complied with all applicable state and municipal regulations.

300.9.3 SAME DAY SERVICE FEE

If an Applicant or a Member requests same day connection or reconnection due to nonpayment, any time outside of 8:00 am to 5:00 pm on Business Days, the Cooperative will collect a fee for providing service the same day. All fee amounts are per Section 500.4, Fee Schedule.

300.9.4 SERVICE TO RENTAL LOCATION

The Cooperative's preference is for Individual Private Dwellings or Multi-Family Dwellings to be separately metered, and will be subject to all related provisions and fees herein.

Owners, operators, proprietors, or lessors who provide leased or rented units and require continued service during periods of vacancies will be required to make application for electric service for each leased or rented unit and are encouraged to utilize the Landlord Provision. Owners, operators, proprietors, or lessors will be obligated to pay for such service, and are not required to pay an establishment fee each time a vacancy occurs.

Any tenant may request electric service disconnection for their account and the Cooperative will disconnect service as soon as reasonably possible. If an owner, operator, proprietor, or lessor, establishes an account as provided in this section, those people will be obligated to pay for service during any periods of vacancy.

Upon sale of property, the owners, operators, proprietors, or lessors are responsible for notifying the Cooperative to update the account status. The owners, operators, proprietors, or lessors are responsible for all bills at the locations until such time of notice.

300.9.5 REFUSAL OF SERVICE

The Cooperative may refuse to serve an Applicant for any of the following reasons:

1. The Applicant’s installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given, or the Applicant’s facilities do not comply with all applicable state and municipal regulations;

2. The Applicant fails to comply with the Cooperative’s Tariff pertaining to operation of nonstandard equipment or unauthorized attachments, which interfere with the service of others. The Cooperative will provide the Applicant notice of such refusal and a reasonable amount of time to comply with the Cooperative’s Tariff;

3. The Applicant applies for service at a location where another Member has received, or continues to receive, service and the bill is unpaid at that location, and the Cooperative can

prove the change in identity is made in an attempt to help the other Member avoid or evade payment of the Cooperative's outstanding bill.

4. The Applicant refuses or fails to permit the Cooperative or its authorized contractor or agents access to Cooperative Facilities whether located either at the Applicant's property or across the Applicant's property;

5. The Applicant owes a debt to the Cooperative for the same kind of service requested;

6. The Applicant refuses to pay a deposit that is required in Section 300.7.3, Deposits and Guarantee Agreements; or

7. The Applicant's guarantor on any account refuses to pay the amount agreed to under a guarantee agreement.

If the Cooperative has refused to serve an Applicant, the Cooperative will inform the Applicant of the reason for its refusal and the Applicant may file a complaint as referenced in Section 300.14.4, Member Complaints.

300.9.6 CONTINUITY OF SERVICE

The Cooperative endeavors to provide continuous electric service but makes no guarantees against interruptions. The Cooperative will make all reasonable efforts to prevent interruptions of service. When interruptions occur, the Cooperative will re-establish service within the shortest possible time. If continuous service at a constant voltage is required, the Member must install the necessary equipment. Should Members require three-phase service, they will be responsible for providing and operating such protective equipment as is necessary to protect their equipment from damage resulting from loss of power to one (1) or more phases. If electric service interruption occurs, the Member must determine if the equipment and wiring is functioning properly. Cooperative personnel will not make repairs to Member's wiring or equipment.

The Cooperative will not be held liable for damages caused by interruption, failure to commence delivery, or voltage, wave form, or frequency fluctuation caused by interruption or failure of service or delay in commencing service due to accident or breakdown of plant, lines, or equipment, strike, riot, act of God, order of any court or judge granted in any bona fide adverse legal proceedings, or action or any order of any commission or tribunal having jurisdiction; or, without limitation by the preceding enumeration, any other act or things due to causes beyond its control, to the negligence of the Cooperative, its employee, or contractors, except to the extent that the damages are occasioned by the gross negligence or willful misconduct of the Cooperative.

300.9.7 DISCONTINUATION OF SERVICE

300.9.7.1 VOLUNTARY MEMBER DISCONNECTION

A Member may request disconnection, and the Cooperative will disconnect the service on the date requested by a Member or no later than three (3) Business Days after such date.

300.9.7.2 COOPERATIVE DISCONNECTION

300.9.7.2.1 DISCONNECTION WITH NOTICE

The Cooperative may disconnect service after proper notice, as referenced in Sections 300.11, Billing and Payment, and 300.9.1, Conditions of Service, for the following reasons:

1. Failure to pay a bill for Cooperative services or make a payment arrangement by the date of disconnection and the account is delinquent;

2. Failure to comply with the terms of any payment agreement;

3. Failure to pay a deposit when required;

4. Failure to pay a guaranteed amount when required;

5. Violation of the Cooperative's rules on using service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation; or

6. Refusal or failure to permit the Cooperative or its authorized contractors or agents access to Cooperative Facilities, whether located either at the Member's property or across the Member's property, if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation described in the notice; or

7. Paying a delinquent account balance with a check returned to the Cooperative for insufficient funds.

300.9.7.2.2 DISCONNECTION WITHOUT PRIOR NOTICE

The Cooperative may disconnect service without prior notice for any of the following reasons:

1. Where a known dangerous condition exists. Where accessible, given the nature of the hazardous condition, the Cooperative will post a notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected;

2. Where the Cooperative discovers that service is being obtained in any unlawful manner;

3. If required by any official having authority to order such disconnection (where possible with prior notice);

4. Where service is connected without authority;

5. Where service was reconnected without authority after termination for nonpayment; or

6. Where there has been tampering with the Cooperative's equipment or evidence of theft of service.

300.9.7.2.3 DISCONNECTION PROHIBITED

The Cooperative may not disconnect service for any of the following reasons:

1. Delinquency in payment for the Cooperative's service by a previous occupant of the premises;

2. Failure to pay disputed charges, except for the required average billing payment, until a determination as to the accuracy of the charges has been made by the Cooperative and the Member has been notified of this determination; or

3. Failure to pay charges arising from an under-billing due to any faulty metering, unless the under-billing arises from a theft of service by a Member.

300.9.7.2.4 DISCONNECTION DUE TO COOPERATIVE ABANDONMENT

The Cooperative will not abandon a Member or a certified service area without written notice to its Members and all similar neighboring utilities, and approval from the Commission.

300.9.7.2.5 DISCONNECTION OF PAYMENT ASSISTANCE MEMBERS

The Cooperative cannot terminate service to a delinquent residential Member for a billing period in which the Cooperative receives a pledge, letter of intent, purchase order, or other notification that an energy assistance provider is forwarding sufficient payment to continue service.

300.9.7.2.6 DISCONNECTION DURING EXTREME WEATHER

The Cooperative will not disconnect a residential Member on a day when:

1. The previous day's highest temperature did not exceed thirty-two (32) degrees Fahrenheit, or the temperature is predicted to be at or below that level for the next twenty-four (24) hours, according to the local National Weather Service (NWS) reports for the Member's designated territory, eastern or western; or

2. The previous day's highest temperature exceeded one hundred (100) degrees Fahrenheit, or the predicted temperature is to be at or above that level for the next twenty-four (24) hours, according to the local NWS reports for the Member's designated territory, eastern or western.

300.9.7.2.7 DISCONNECTION DURING WEEKEND OR HOLIDAY

The Cooperative will not disconnect a Member on a weekend day or Holiday.

300.9.7.2.8 DISCONNECTION NOTICES

Any disconnection notice issued by the Cooperative to a Member will:

1. Not be issued before the first calendar day after the bill is due, to enable the Cooperative to determine whether the payment was received by the due date;

2. Be a separate mailing, electronic notice, or hand-delivered notice with a stated date of disconnection with the words "disconnection notice" or similar language prominently displayed;

3. Have a disconnection date not less than seven (7) calendar days after the Cooperative issues notice;

4. Be written in English and Spanish; and

5. Include a statement notifying the Member that if they need assistance paying their bill by the due date, or are ill and unable to pay their bill, they may be able to make an alternate Payment Plan, establish an installment plan, or possibly secure payment assistance. The notice will also advise the Member to contact the Cooperative for more information.

300.9.8 SWITCHOVER AND DISCONNECT FEES

In cases where the Cooperative provides electric service to a Member and the Member requests disconnection to obtain electric service from another utility certified to that area, the following rules will apply.

1. The Member will request the Cooperative, in writing, to disconnect electric service from the desired location.

2. The Member will pay the following charges prior to disconnection:

    a. All applicable fees and costs to cover labor and transportation costs involved in the disconnection;

    b. A charge for distribution facilities rendered idle from the disconnection and not useable elsewhere on the system based on the original cost of such facilities less accumulated depreciation, salvage, and any previous CIAC;
    c. A charge for the labor and transportation costs involved in removing any idle facilities. This charge only applies if the disconnecting Member requests removal, if removal is required for safety reasons, or if the salvage value of the facilities does not exceed such removal costs; and

    d. All charges for electric service up to the date of disconnection.

Upon payment of the above charges, the Member will receive a paid receipt from the Cooperative for presentation to the connecting utility.

The Cooperative will advise the Member that the connecting electric utility may not provide service to Member until such connecting utility has evidence that the Member has paid all charges provided for under this tariff.

All fee amounts are per Section 500.4, Fee Schedule.

300.9.9 RECONNECTION FEE

The Cooperative will assess a fee for reconnection after nonpayment. Service reconnections for nonpayment after business hours are at the Cooperative's discretion. In the event the Cooperative performs any service reconnections for nonpayment after business hours on Monday through Sunday, the Member must pay a non-refundable same day service fee prior to reconnection. This fee is in addition to the past due balance, reconnection fee, deposits and any other fees required. All fee amounts are per Section 500.4, Fee Schedule.

300.9.10 MEDICAL NECESSITY PROGRAM

The Cooperative will maintain a registry of Residential Service locations where people rely on life-sustaining electrical equipment. To be considered for this program a Member must complete, submit and have approved by the Cooperative a Medical Necessity Program Application, Appendix 700.4.

To qualify, the location must house someone diagnosed by a physician in one of the following categories:

1. Chronic – Having been diagnosed by a physician as requiring an electric-powered device to prevent the impairment of major life function. To maintain chronic designation, Members must reapply once a year;

2. Chronic, lifelong – Same as chronic, but does not require annual application;

3. Critical care – Having been diagnosed by a physician as requiring an electric-powered device to sustain life. To maintain critical care designation, Members must reapply once every two (2) years; or

4. Critical care, lifelong – Same as critical care, but does not require biennial application.

When planned outages or service interruptions for nonpayment are scheduled, the Cooperative will attempt advance notice so preparations can be made. This Program does not guarantee priority electric service restoration, and locations registered in the program are not exempt from planned service interruptions, nor are registered Members exempt from their financial responsibilities or from the termination of service.

300.9.11 CRITICAL LOAD PROGRAM

The Cooperative will maintain a registry of non-residential service locations that can be classified as public safety, industrial, or natural gas infrastructure. To be considered for this program a Member must complete, submit, and have approved by the Cooperative a Critical Load Program Application.

To be considered, the location must fall into one of the following categories:

2. Public Safety – A Member for whom electric service is considered crucial for the protection or maintenance of public safety, including but not limited to hospitals, police stations, fire stations, and critical water and wastewater facilities.

3. Industrial – An industrial Member for whom an interruption or suspension of electric service will create a dangerous condition or significant disruption on the member's premises.

4. Natural gas infrastructure – A Member that supports natural gas-fired generation, including gas control center or gas compressor plant.

When planned outages or service interruptions for nonpayment are scheduled, the Cooperative will attempt to provide advance notice so preparations can be made. For unplanned outages, the Cooperative will prioritize Critical Load Program participants for restoration as much as practicable. This Program does not guarantee priority electric service restoration, and locations registered in the program are not exempt from planned service interruptions, nor are registered Members exempt from their financial responsibilities or from the termination of service.

300.9.12 RECORD OF INTERRUPTION

The Cooperative will keep records of sustained interruptions. Where practical, the Cooperative will keep a complete record of all momentary interruptions. These records will show the type of interruption, the cause for the interruption, the date and time of the interruption, the duration of the interruption, the number of Members interrupted, the substation identifier, and the transmission line or distribution feeder identifier. The Cooperative will retain records of interruptions for five (5) years.

300.10 EMERGENCY OPERATIONS PLAN

The Cooperative will maintain an emergency operations plan as required by the Commission.

300.11 BILLING AND PAYMENT

Once service has been established, Members will begin to receive bills on a recurring monthly basis per the billing cycle selected. The billing date will be posted on the Member's bill and refers to the date the bill has been generated. Service dates are included and refer to the days of service within that billing period. The payment due date is provided on the billing statement accompanied with the total amount

due. The payment due date will not be less than sixteen (16) calendar days after the bill has been generated. The word “estimated” will be shown prominently displayed on a bill, if necessary, to identify an estimated bill. The Cooperative may submit estimated bills for good cause provided an actual meter reading is unavailable. Payments will be considered delinquent if not paid by the due date as stated on the monthly bill provided.

300.11.1 BILLING RECORDS RETENTION

The Cooperative maintains monthly billing records for each account for at least three (3) years after the mailed bill date. The billing records will contain sufficient data to reconstruct a Member’s billing for a given month. Members may request copies of their account’s billing records.

300.11.2 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 (7) calendar days from the date of the delinquent notice.

Members may arrange a Payment Plan with the Cooperative to prevent disconnection for non-payment of a delinquent account.

300.11.3 PAYMENT PLANS

300.11.3.1 PRE-PAID PAYMENT PLAN

This plan allows Members to deduct the costs for electric service from a credit on the account placed in advance of usage. Members enrolled in this option agree to an automatic service disconnection when their account reaches a zero (0) debit balance or more.

Applicability

This plan is available to Members enrolled in a residential service rate with a remote connect/disconnect enabled meter. This payment option may not be combined with an Installment Plan or any other Payment Plan. Members enrolled in time-of-use, interconnect, or community solar rate are ineligible for this payment option. Additionally, Members with three-phase service, participating in the advanced metering opt-out program, on the medical necessity program, or in the critical load program, are ineligible for enrollment.

Members with an outstanding account balance must bring their balance to zero (0) or agree to an arrangement for payment of the outstanding balance prior to enrollment. If the Member enters into an arrangement for payment, PEC will apply fifty percent (50%) of every payment to the outstanding balance and fifty percent (50%) to the pre-paid account balance until the Member pays the outstanding balance in full. Once enrolled, Members may not enter into a subsequent arrangement for payment of an outstanding account balance.

Requirements

To qualify for this option, Members must:

1. Have a valid email account or phone number to receive notifications;

2. Consent to receive notifications regarding this payment option, including electronic mail or messages, phone messages or texts, at any electronic mail address or phone number provided to the Cooperative;

3. Agree to update contact information upon any changes to such information; and

4. Have a remote connect/disconnect enabled meters installed at the service location.

Plan Details

Member Agreement – Upon enrollment, Member agrees to all terms and conditions of this option.

Initial Balance – A minimum credit balance of twenty-five dollars ($25.00) will be required upon enrollment in this option. Existing Members may apply deposit funds towards the minimum credit balance.

Deposits – Members enrolling in this option with credit worthiness are not required to post an account deposit. If an Applicant's or existing Member's credit has not been demonstrated satisfactorily to the Cooperative, a fifty-dollar ($50.00) deposit will be required.

The Cooperative may apply any portion of a Member's existing deposit to pre-paid account balance.

Notices – The Cooperative provides Members with Member-controlled and system generated notices regarding their pre-paid account balance and electric service connection status. Members may elect to receive notices via phone call, email, or text message. The Cooperative provides a system-generated low balance notice when the account balance becomes less than ten dollars ($10.00). Members are responsible for setting up their own Member-controlled notices via the Cooperative's online account management system.

Disconnections – Section 300.9.7, Discontinuation of Service, other than Section 300.9.7.2.7, Disconnection during Weekend or Holiday, will not apply to Members on this option. Disconnections take place when the Cooperative sends the depleted balance notice, which is the last notice provided.

Rates and Fees – Membership and establishment fees apply to Members enrolled in this option. Members on this option will not be subject to same day service fees, late, or reconnection fees. All fee amounts are per Section 500.4, Fee Schedule. Rates apply as per Section 500, Rates, with the exceptions listed below.

1. The service availability charge will be converted to a daily rate; and

2. Service availability charges will continue to accrue daily on connected meter, even if energy consumption does not occur.

Reconnection – Once the required payment posts to the account, reconnection takes place. The payment must cover:

1. All balances owed for services provided;

2. Amounts agreed upon in Payment Plan if applicable; and

3. The required minimum credit balance of twenty-five dollars ($25.00). Pre-paid accounts may not enter into an outstanding balance Payment Plan to achieve reconnection. All acceptable forms of payment that cover the amounts listed above will result in reconnection.

If a Member terminates service or the account disconnects for nonpayment and remains disconnected for seven (7) Business Days, the Cooperative will settle and final bill the account.

Billing; Late Payment Processing Fees; Transfers of Delinquent Balances and Record Retention – Sections 300.9.12 through 300.11.1 do not apply to Members on this option except for Section 300.11.10, Transfers of Delinquent Balances.

Cancellation – A Member may choose to convert the account to another payment option at any time. The Member or the Cooperative may cancel enrollment on this option upon notification to the other party. Upon cancellation, the accumulated balance of the Member's account will become due and payable.

300.11.3.2 INSTALLMENT PLAN

This plan is an agreement between the Cooperative and a residential Member that allows the Member to pay installments that extend beyond the due date of the next bill. The Cooperative may offer this plan to any residential Member who has expressed an inability to pay and meets the criteria specified in the Cooperative's Tariff and has not been delinquent more than once in the last twelve (12) months.

The Member will pay the current bill each month, plus the agreed upon portion of the amount deferred. Failure to fulfill the terms of the agreement will result in discontinuance of service and all amounts owed will become due immediately.

The Cooperative may decline to offer this plan if, in the Cooperative's judgment, the Member is lacking sufficient credit or satisfactory history to warrant further extension of credit or if the Member has failed to provide complete, accurate, and verifiable identification information when requested by the Cooperative.

Plan Details

1. This plan may be established in person or by telephone;

2. This plan must be put in writing and provided to the Member;

3. This plan must allow for the delinquent amount be paid in negotiable installments;

4. This plan must state the length of time covered by the plan, the total amount to be paid, and the specific amount of each installment;

5. This plan must permit the Member or the Cooperative to initiate a renegotiation of the installment plan if the Member's circumstances change substantially during the time of the plan;

6. This plan must allow the Cooperative to disconnect service if the Member does not fulfill the terms of the installment plan, and will state the terms for disconnection;

7. This plan may not be offered more than once per year; and

8. This plan offered by the Cooperative will state in boldface type the following:

   "If you are not satisfied with this agreement or if agreement was made by telephone, and you feel this document does not reflect your understanding of that agreement, contact the Cooperative immediately. If you do not contact the Cooperative, you may

give up your right to dispute the amount due under the agreement except for the Cooperative's failure or refusal to comply with the terms of this agreement."

300.11.3.3 FIXED PAYMENT PLAN

This plan allows a Member to pay a fixed amount per month based on twelve (12) months total billings. A true up and recalculation will be required no more than every twelve (12) months. Upon such true up and recalculation, the Cooperative will either credit or debit from the account as applicable any overpayments or underpayments. The Cooperative will add the amount of any underpayment to the amounts due. The Cooperative will deduct the amount of any overpayment from any amounts owed.

This plan applies to the Residential Service only. Members may enroll anytime with participation beginning with the first bill rendered after enrollment. Either the Member or the Cooperative may cancel the plan upon notification to the other party. Upon cancellation, any accumulated balance of the Member's account will become due and payable, or if a credit will be applied to the Member's account. The Cooperative may decline to offer this 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.

300.11.3.4 AVERAGE PAYMENT PLAN

This plan allows a Member to pay a rolling twelve (12) month average. This plan applies to Residential Service only. Members may enroll in this plan anytime with participation beginning with the first bill rendered after enrollment. Either the Member or the Cooperative may cancel the plan upon notification to the other party. Upon cancellation, any accumulated balance of the Member's account will become due and payable, or if a credit will be applied to the Member's account. The Cooperative may decline to offer this 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.

300.11.3.5 CREDIT CARD PAYMENT PLAN

This plan allows Members to authorize the Cooperative to process a monthly payment through their payment card. The amount processed will be for the full balance due each month and will be processed automatically on the bill due date.

300.11.3.6 BANK DRAFT PAYMENT PLAN

This plan allows Members to authorize the Cooperative to process a monthly payment by drafting a checking account. The amount drafted will be for the full balance due each month and will be drafted automatically on the bill due date.

300.11.4 LATE PAYMENT PROCESSING FEES

Until the Cooperative receives the payment, bills are considered unpaid; a payment is delinquent if not received at the Cooperative by the due date shown on the bill.

Residential accounts not paid by the due date may be assessed a fee to cover the cost of processing late payments. All fee amounts are per Section 500.4, Fee Schedule.

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, not paid by the due date may be assessed a fee to cover the cost of processing late payments. All fee amounts are per Section 500.4, Fee Schedule.

Any governmental entity asserting eligibility to receive bills 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. All bills rendered to state agencies or other governmental entities that the Cooperative approves subject to Texas Government Code Chapter 2251, will be in accordance with that statute.

300.11.5 LOAN LATE FEES

Payment for a consumer loan to a Member with the Cooperative not paid by the due date may be assessed a late payment fee after ten (10) calendar days of non-payment. All fee amounts are per Section 500.4, Fee Schedule.

300.11.6 RETURNED CHECK / DENIED BANK DRAFT / DENIED CREDIT CARD

If a check for payment is returned, the Cooperative will debit a Member's account for the amount on each returned check, plus a returned check fee. If a payment is denied through an account setup for automatic payment bank draft, the Cooperative will debit the Member's account for the denied amount, plus a non-sufficient funds fee. If a payment is denied through an account setup for automatic credit card draft, the Cooperative will not post payment and an alternate form of payment must be arranged by the Member. If the Member pays a delinquent account balance and the check returns to the Cooperative for insufficient funds, the Cooperative will proceed to disconnect the Member's account. All fee amounts are per Section 500.4, Fee Schedule.

300.11.7 PAYMENT DEADLINE EXTENSION

Upon request of a Residential Member, and at the Cooperative's discretion, the Cooperative may extend without penalty the payment date until the twenty fifth (25th) calendar day after the bill is issued.

300.11.8 PAYMENT DEADLINE EXTENSION FOR ELDERLY RESIDENTIAL MEMBERS

Upon request of a Residential Member sixty (60) years of age or older, the Cooperative will extend without penalty the payment date until the twenty fifth (25th) calendar day after the date the bill is issued. The Cooperative may require the Member requesting the extension to present reasonable proof of age.

300.11.9 NON-PAYMENT DISCONNECT AND RECONNECT FEE

A fee will be charged if the Cooperative dispatches a service representative to collect a delinquent bill. This 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.

All fee amounts are per Section 500.4, Fee Schedule.

300.11.10 TRANSFERS OF DELINQUENT BALANCES

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, and identify the delinquent balance and specific account as such on the bill.

300.12 VOLTAGE DESIGNATIONS

The Cooperative will deliver electric power and energy at one of the Cooperative's standard voltages. Non-standard service may be available if requested but only if the Cooperative determines such service is feasible, and the Applicant agrees to pay any additional cost to the Cooperative for delivering such non-standard service.

The Cooperative adopts the following standard voltages for electric service distribution:

Standard Service	
Single Phase	Three Phase
120 / 240 V	120 / 208 V (wye)
	277 / 480 V (wye)

Non-Standard Service	
Single Phase	Three Phase
*7,200 V	120 / 240 V (delta)*
*14,400 V	480 V (delta)*
	1,328 / 2,300 V (wye)*
	2,300 / 4,160 V (wye)*
	7,200 / 12,470 V (Primary Service)*
	14,400 / 24,900 V (Primary Service)*

Transmission Service	
Single Phase	Three Phase
	69,000 V
	138,000 V

*These voltages are available at the Cooperative's discretion.

These voltage designations are nominal design voltages. The Cooperative maintains actual normal delivery voltages so far as practicable within variations permitted by industry standards. Members are encouraged to obtain the phase and voltage of the service available from the Cooperative before committing to the purchase of motors or other equipment.

300.13 MEASUREMENT AND METERING OF SERVICE

300.13.1 METERING REQUIREMENTS

Use of meter – Except where otherwise provided by the applicable rate schedule or contract, the Cooperative charges all electricity consumed or demanded by the Member by meter measurements.

Installation – The Cooperative will provide, install, own, and maintain all meters necessary for the measurement of electric energy to its Members.

Standard type – All meters will meet industry standards. Special meters used for investigation or experimental purposes are not required to conform to these standards.

Location of meters – Meters and service switches in conjunction with the meter will be installed in accordance with the latest revision of American National Standards Institute ("ANSI"), Incorporated, Standard C12 (American National Code for Electricity Metering), and will be readily accessible for reading, testing, and inspection, where such activities will cause minimum interference and inconvenience to the Member.

Member will provide, without cost to the Cooperative, at a suitable and easily accessible location:

1. Sufficient and proper space for installation of meters and other apparatus of the Cooperative;

2. Meter socket;

3. Meter loop;

4. Safety service switches when required; and

5. An adequate anchor for service drops.

Where the meter location on the Member's premises changes at the request of the Member or due to alterations on the Member's premises, the Member will provide and have installed at their expense, all wiring and equipment necessary for relocating the meter.

Accuracy requirements – The Cooperative will not place in service or leave in service any meter that violates the test calibration limits as set by ANSI. Whenever a meter violates limits on installation, periodic, or other tests, the Cooperative will adjust or exchange it.

The Cooperative adjusts meters, as closely as practicable, to the condition of the limits as set by ANSI.

300.13.2 METER RECORDS

The Cooperative will keep the following records:

Meter equipment record – The Cooperative will keep a record of all of its meters, showing the Member's address and date of the last test. For special meters used for investigation or experimental purposes, the record will state the purpose of the investigation or experiment.

Records of meter tests – The Cooperative will properly reference all meter tests completed on the meter record. The record of each test completed at the service location will show the identifying number, constants of the meter, standard meter, and measuring devices used. Additionally, records will provide the test date, type of test performed, name of technician, level of accuracy (or percent error) at each load tested, and sufficient data to permit the verification of test results.

300.13.3 METER READINGS

Meters are read by the Cooperative on regular monthly intervals.

300.13.4 METER TESTING

Meter tests prior to installation – The Cooperative will establish the accuracy of every meter prior to its permanent installation. Unless the Cooperative has already tested a meter within the last

twelve (12) months, the Cooperative will test and adjust any meter removed and/or replaced from service.

Testing of meters in service – Meter test periods for all types of meters will conform to the latest edition of ANSI Standard C12 unless specified otherwise by the Cooperative. The Cooperative, upon the request of a Member, will test the accuracy of the Member's meter. If the Cooperative or an authorized agency tests a meter at the Member's request and the Member request a new test within a period of four (4) years, the Cooperative will charge a meter test fee to the Member. The fee must be paid prior to fulfilling the request. All fee amounts are per Section 500.4, Fee Schedule.

Following the completion of any requested test, the Cooperative will advise the Member of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

300.13.5 ADJUSTMENTS DUE TO METER ERRORS

If the Cooperative finds any meter to be out of compliance with the accuracy standards, the Cooperative will render corrected readings and adjust bills for the period of over-billing or under-billing as described herein in Section 300.11, Billing and Payment.

No refund is required from the Cooperative except to the Member last served by the meter prior to the testing.

If a meter is found to not register for any period, the Cooperative will estimate and charge for units used, but not metered for the under-billed period as described herein in Section 300.14.1.1, Under-Billing. The Cooperative estimates charges based on amounts used under similar conditions during the period preceding or subsequent to the period the meter was found not to register, or during corresponding periods in previous years.

300.13.6 ADVANCE METERING OPT OUT PROGRAM

This program only applies to residential accounts (excluding residential accounts with interconnection agreements or proprietor accounts). A Member may request to opt out from use of the Cooperative's advanced meter at a service location. The Cooperative may grant such request subject to certain qualifications and conditions.

300.13.6.1 METER EXCHANGE FEE

The Cooperative will charge a fee for any meter exchange at any service location already equipped with an advanced meter. Any Member participating in this program for new service locations will be required to pay the Cooperative's establishment fee. All fee amounts are per Section 500.4, Fee Schedule.

300.13.6.1.1 METER READINGS AND METER READING FEE

Members may qualify for a monthly or quarterly reading schedule. For Members on a monthly reading schedule, monthly fees will apply and the Cooperative will use the Member's energy consumption history to estimate the monthly bill calculation. The Cooperative will adjust any under-billing or over-billing resulting from the quarterly meter readings after the Cooperative acquires a new meter read.

A Member participating on a monthly reading schedule may request a quarterly reading schedule if the Member has:

1. Paid all bills for service during twelve (12) consecutive months;

2. Not been disconnected for nonpayment;

3. Not had a delinquent payment more than once; and

4. Not had a check returned more than once.

For Members on a quarterly reading schedule, monthly fees will apply and the Cooperative will use the Member's energy consumption history to estimate the monthly bill calculation. The Cooperative will adjust any under-billing or over-billing resulting from the quarterly meter readings after the Cooperative acquires a new meter read.

The Cooperative will charge a fee to each Member participating in this program each month for non-standard manual meter readings by the Cooperative and for processing of such readings for each service location. An additional per mile charge will apply for service locations further than thirty (30) miles from nearest area office. All fee amounts are per Section 500.4, Fee Schedule.

300.13.7 METER TAMPERING; THEFT OF ELECTRIC SERVICE

Meter tampering is a criminal offense. Meter tampering includes but is not limited to: bypassing the meter or other instances of diversion, such as physically disorienting the meter; attaching objects to the meter to divert or bypass service; inserting objects into the meter; and other electrical and mechanical means of tampering with, bypassing, or diverting electrical service.

The Cooperative will charge a fee plus all applicable charges for the estimated energy consumption where meter tampering occurred. All fee amounts are per Section 500.4, Fee Schedule.

Furthermore, the Cooperative may choose to file criminal charges against any Person, including any of its Members, when there is evidence of the following:

1. Interference with and/or tampering with any of the Cooperative's equipment, including, without limitation, one (1) or more of its meters (Section 28.03 of the Penal Code of the State of Texas) or any other circumstance listed in this Tariff; and/or

2. Theft of electric service (Section 31.04 of the Penal Code of the State of Texas).

The Cooperative may charge the Member for all labor, material, and equipment necessary to repair or replace all equipment damaged due to meter tampering or bypassing or other service diversion, and other costs necessary to correct service diversion where there is no equipment damage, including incidents where service is reconnected without authority. The Cooperative must provide an itemized bill to the Member of such charges. The Cooperative may also estimate and bill the Member for electric service over the entire period of meter tampering and all labor cost associated with rectifying the offense.

300.13.8 METER TEST FEE

Upon request, once every four (4) years, a Member may receive a meter test at no charge. If a Member asks for an additional meter test and the meter is found to be in compliance with ANSI standards, a fee will be incurred. If the meter is found to be out of compliance with the applicable ANSI standard, the Cooperative will not charge a fee to the Member. All fee amounts are per Section 500.4, Fee Schedule.

300.14 DISPUTE RESOLUTION

In the event of disputes between a Member and the Cooperative regarding any bill for electric service, the Cooperative will investigate the circumstances and report the results to the Member. If the dispute remains, the Member may meet with a Cooperative representative to resolve it. If unresolved, the Cooperative will advise the Member of the Member complaint procedures of the Cooperative. If the

Member files a complaint with the Cooperative, the Cooperative will not disconnect a Member's service for nonpayment of the disputed portion of the bill before the Cooperative completes its supervisory review and informs the Member of its determination. Members are obligated to pay billings that are not disputed and not under review.

300.14.1 BILLING DISCREPANCIES OR ADJUSTMENTS

If a Member is billed for charges erroneously per the Tariff or if the Cooperative fails to bill a Member for services, then the Cooperative will calculate, adjust, and apply all applicable charges in the manner described herein.

300.14.1.1 UNDER-BILLING

If the Member's account is under-billed, the Cooperative may back bill the Member for the amount that was under-billed no more than 6 months from the date the error discovered unless the under-billing is a result of theft of service by the Member.

An installment plan may be available for any periods of under-billing except for such periods resulting from meter tampering, bypass, diversion, or other similar circumstance.

300.14.1.2 OVER-BILLING

If the Member's account is over-billed, the Cooperative will adjust the Member's bill accordingly for the entire over-billed period.

300.14.2 POWER FACTOR ADJUSTMENT

The Cooperative may adjust Capacity Demand Charges or Peak Demand Charges if the power factor is lower than ninety seven percent (97%). Measured capacity (kW) may be increased by one percent (1%) for each one percent (1%) by which the power factor is less than ninety seven percent (97%) lagging for a period of fifteen (15) consecutive minutes.

300.14.3 REFUNDS

Upon closure of an account, the Cooperative will issue the Member a refund check for credit balances of five dollars ($5.00) or more. The Cooperative only issues refunds on credit balances of less than five dollars ($5.00) upon verbal request by the account holder. The Cooperative will transfer any amounts not refunded in accordance with the Unclaimed Property Policy of the Cooperative.

300.14.4 MEMBER COMPLAINTS

The Cooperative has established procedures to address all complaints from Members. A Member or Applicant may file a complaint in person, by letter, on the website, or by telephone with the Cooperative.

If an employee of the Cooperative cannot immediately resolve a complaint, the employee will forward the information collected to a supervisor or manager. The employee's supervisor or manager will review the complaint and related information, and he or she will advise the complainant of the results within five (5) Business Days of the complaint. The Cooperative will investigate the Member complaint, and will report the results to the complainant. If dissatisfied, the complainant may file a written complaint with either the Cooperative's Chief Executive Officer or designee of the Chief Executive Officer. Under their direction, a three (3) Member management team will review the complaint. The Cooperative will advise the complainant of the results within ten (10) Business Days of the written complaint.

The Cooperative will not disconnect service before completion of the review. If the Member chooses not to participate in a review, the Cooperative may disconnect service provided it issues proper notice under the corresponding disconnect procedures.

400 LINE EXTENSION POLICY

400.1 OVERVIEW

The Cooperative will extend electric service to an Applicant in accordance with the following line extension provisions. Each provision in this Tariff classifies the predominant type of electric service or use anticipated on the Applicant's premises and specifies conditions under which a line extension may be made. For each location where electric service is desired, the Applicant's classification for electric service will be determined by the Cooperative.

Electric service will not be provided and no work to extend electric service will be performed until the Applicant has met all requirements within this Tariff for extension of service including, without limitation, routing, underground service requirements, if applicable, and paid any and all fees or charges associated with the provision of electric service. This may include, but is not limited to, membership fees, establishment fees, deposits, system impact fees, CIAC, and/or planning design fees.

If facilities must be constructed, the Cooperative will provide an estimated completion date and a Cost Calculation or Development Cost Calculation for all charges to extend electric service. The requests for new electric service requiring construction should be completed within ninety (90) calendar days of fulfilling all applicable requirements, unless delayed by a cause beyond the reasonable control of the Cooperative, or unless a different time period is agreed to by the Applicant and the Cooperative.

The Applicant must comply with all requirements in Section 300.9.1, Conditions of Service. All applicable provisions of the Tariff, and standards and specifications of the Cooperative for construction, to receive electric service.

The Line Extension Policy provisions are subject to change by the Board of Directors.

400.2 RESIDENTIAL SERVICE

APPLICABILITY

To qualify for an extension under this section, the Applicant and the location where the Applicant is requesting electric service must comply with the following provisions:

1. The location must be an Individual Private Dwelling, Multi-Family Dwelling, personal recreational vehicle, hunting cabin, barn, shop, water well, gate opener, Member-owned lighting system, or other residential installations.

2. If the Applicant is developing a residential subdivision or mixed-use development with Individual Private Dwelling(s) or Multi-Family Dwelling(s), the Applicant must comply with all requirements under Section 400.3, Residential Developments, and have paid the CIAC required under that section.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Cost Calculation to the Point of Delivery based on its then current unit material and labor costs, and in accordance with the Cooperative’s current standards and specifications.

The Applicant will be required to pay all costs per meter that qualifies under this section for the cost to extend electric service to the Point of Delivery as a CIAC prior to construction. The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Cost Calculation will be at the sole expense of the Applicant.

400.3 RESIDENTIAL DEVELOPMENTS

APPLICABILITY

To qualify for an extension pursuant to this section, the Applicant and the residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is platted and recorded in the appropriate county with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent Individual Private Dwelling(s) or Multi-Family Dwelling(s) or a preliminary plat plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or residential development;

2. The development has been approved by all relevant governing agencies; and

3. The Applicant will provide at no cost to the Cooperative:
   a. Easements granted on the Cooperative's standard form; for the Cooperative's construction, installation, maintenance, operation, replacement and/or repair of Cooperative Facilities in a form satisfactory to the Cooperative;

   b. Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed;

   c. Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

   d. An "Approved-for-Construction" Plan by a municipality or county or other authority having jurisdiction.

4. The Cooperative is not and will not be obligated to provide designs or Development Cost Calculations to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Development Cost Calculation for the electric facilities adequate to serve all prospective Individual Private Dwelling(s) or Multi-Family Dwelling(s) in the residential development. The Cooperative will determine the Development Cost Calculation based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service. The Applicant will bear the cost of the facilities, identified in this section, required for the electric distribution system within the residential subdivision or development as determined in the Development Cost Calculation and will pay such costs in advance of construction.

The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Development Cost Calculation will be at the sole expense of the Applicant.

To the extent that an individual Applicant requests electric service within a residential subdivision, such Applicant must request electric service pursuant to the requirements of Section 400.2, Residential Service, and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

To the extent that any commercial facilities associated with a residential development are required, an Applicant must request electric service pursuant to the requirements of Section 400.4, Non-Residential Service, for those commercial facilities and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

The Cooperative will install all Cooperative Facilities required within the limits of the residential subdivision or development based on its necessary load requirements on its schedule but prior to the provision of electric service to any individual Applicants.

400.4 NON-RESIDENTIAL SERVICE

APPLICABILITY

To qualify as an extension under this section, the Applicant and the location where an Applicant is requesting electric service must comply with the following provisions:

1. The location must be a commercial or industrial installation not classified under Section 400.2, Residential Service, or 400.3, Residential Developments.

2. If the Applicant is developing a non-residential development or mixed-use development, the Applicant must comply with all requirements under Section 400.5, Non-Residential Developments, and have paid the CIAC required under that section.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Cost Calculation to the Point of Delivery based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The Applicant will be required to pay all costs per meter that qualifies under this section for the cost to extend electric service to the Point of Delivery as a CIAC prior to construction. The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Cost Calculation will be at the sole expense of the Applicant.

The Cooperative will exercise prudent judgement in determining the conditions under which a specific line extension will be made for an Applicant with a load greater than one thousand (1,000) kW. This may include, but is not limited to, CIAC, contract minimums, service specifications, and/or other contract terms, arrangements, or conditions deemed reasonable by the Cooperative.

400.5 NON-RESIDENTIAL DEVELOPMENTS

APPLICABILITY

To qualify for an extension pursuant to this section, the Applicant and the non-residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is platted and recorded in the appropriate county with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent commercial, industrial, retail, and/or office use or a preliminary plat plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or non-residential development;

2. The development has been approved by all relevant governing agencies; and

3. The Applicant will provide at no cost to the Cooperative:

    a. Easements granted on the Cooperative's standard form; for the Cooperative's construction, installation, maintenance, operation, replacement and/or repair of Cooperative Facilities in a form satisfactory to the Cooperative;

    b. Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed;

    c. Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

    d. An "Approved-for-Construction Plan" from a municipality or county or other authority having jurisdiction.

4. The Cooperative is and will be not obligated to provide designs or Development Cost Calculations to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Development Cost Calculation to serve all prospective units in the non-residential development. The Cooperative will determine the Development Cost Calculation based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Applicant will bear the cost of the electric facilities, identified in this section, required for the electric distribution system within the non-residential development as calculated in the Development Cost Calculation and will pay such costs in advance of construction.

The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Development Cost Calculation will be at the sole expense of the Applicant.

To the extent that an individual Applicant requests electric service within a non-residential development, such Applicant must request electric service pursuant to the requirements of Section 400.4, Non-

Residential Service, and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

The Cooperative will install all Cooperative Facilities required within the limits of the non-residential development based on its necessary load requirements on its schedule but prior to the provision of electric service to any individual Applicants.

400.6 PRIMARY LEVEL SERVICE

APPLICABILITY

To receive Primary Level Service, the following requirements must be met and agreed to:

1. The Applicant must execute an agreement, per Section 700.7, Primary Level Service Agreement, with the Cooperative;

2. The Applicant must procure, at the sole expense of the Applicant, all facilities and equipment, including but not limited to transformers, poles, and conductors required to take electric service at primary level voltage as required by Cooperative's design specifications;

3. The Applicant must assume all responsibility for furnishing, installing, constructing, owning, maintaining, and operating all Member-owned facilities beyond the Point of Delivery;

4. The costs for any upgrade, addition, or change in configuration to existing Member-owned or Cooperative Facilities will be at the sole expense of the Applicant;

5. All Member-owned facilities must be tagged and identified;

6. The Applicant must agree to submit an as-built facilities sheet to the Cooperative within thirty (30) days of completed construction;

7. The Applicant must agree to submit any new load and/or facilities additions to the Cooperative to assess existing facilities capacity and conduct any engineering studies required to serve the new load; and

8. All Member-owned installations will be in accordance with the National Electric Safety Code (NESC) and NEC standards.

The Cooperative reserves the right to deny Primary Level Service to a Member or Applicant if the Cooperative determines such service may have an adverse impact on the Cooperative's Delivery System or service provided to another Member.

POINT OF DELIVERY

The Point of Delivery will be at the primary meter on an overhead primary pole or an underground metering enclosure.

400.7 UNDERGROUND SERVICE

The following provisions for the extension of underground electric service are in addition to the standard provisions established in the prior sections.

UNDERGROUND FACILITIES FOR SERVICES – RESIDENTIAL OR NON-RESIDENTIAL

Underground electric primary and secondary lines to serve any Applicant may, by agreement with the Cooperative, be provided subject to the other requirements in this Policy.

In addition, when receiving underground electric service, an Applicant will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, secondary services as determined by the Cooperative, all conduit, and any and all other facilities deemed necessary by the Cooperative.

In all cases, any underground secondary service lines from a meter to the Applicant's main disconnect switch or service center will be installed and maintained by the Applicant, and the Cooperative will have no responsibility or liability in connection therewith.

UNDERGROUND FACILITIES FOR DEVELOPMENTS – RESIDENTIAL OR NON-RESIDENTIAL
Where an Applicant requests the construction of underground electric facilities within a platted residential subdivision or non-residential development, the Applicant will bear the cost of the underground electric system adequate to serve all prospective units in the subdivision or development as determined by the Cooperative. The Applicant will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, all conduit, and any and all other facilities deemed necessary by the Cooperative, adequate to serve all prospective units in the subdivision or development and all other prospective members who may require electric service from said underground system.

400.8 STANDARD DELIVERY SERVICE AND FACILITIES

The Cooperative's standard delivery system facilities consist of the overhead or underground distribution facilities necessary to provide electric service through a single-phase or three-phase source to the Point of Delivery, at one of the Cooperative's available standard voltages.

The Cooperative standard delivery system permits 7.2/12.47 kV (12.5 kV) and 14.4/24.9 kV (25 kV), three-phase or single-phase, grounded-neutral Primary Level Service on its electric distribution system and secondary service is provided through transformers connected in a wye-wye configuration.

All Standard Delivery System Line Extension requests and associated costs will be in accordance with this Policy.

400.9 NON-STANDARD DELIVERY SERVICE AND FACILITIES

Non-standard delivery service and facilities include, but are not limited to, facilities necessary to provide service at a non-standard voltage, dual feed, automatic and manual transfer switches, service through more than one Point of Delivery, redundant facilities, non-standard metering and facilities in excess of those normally required for service under the Cooperative's standard delivery service and facilities. The Cooperative will determine what equipment is classified as non-standard and include this information on the Cost Calculation or the Development Cost Calculation.

Applicants requesting non-standard facilities will be responsible for all costs associated with the engineering, installation, maintenance, and material costs required to provide and maintain these non-standard facilities. An Applicant or Member may request non-standard equipment be removed. All costs for removal, and any other costs to make the system qualify for under standard delivery service, will be the sole responsibility of the Member or Applicant in advance.

All non-standard facilities will be operated by the Cooperative. Neither a Member nor an Applicant may perform service or maintenance to equipment located on the Cooperative's Delivery System.

The Cooperative reserves the right to convert or deny non-standard facilities installations if the Cooperative determines that such service may have an adverse impact on the Cooperative's Delivery System or service provided to another Member.

400.10 ROUTING

In all cases, the line extension will be constructed within private easements granted on the Cooperative's standard form; at the sole discretion of the Cooperative, the Cooperative may construct line extensions within public utility easements, or public right-of-way or other agreements. The line extension will be constructed along a route that is reasonably accessible during all weather conditions as determined by the Cooperative. Cooperative Facilities will not be installed along the backs of lots or in areas deemed inaccessible or hazardous by the Cooperative.

The Applicant will be responsible for the clearing of any and all private easements or public utility easements required for the construction of the line extension on its property and removing of such obstructions as interfere with the efficiency of the electric system. All clearing will be performed to the Cooperative's specifications. The Cooperative may clear private easements or public utility easements or public right-of-way in certain instances. If the Cooperative or its agent clears private easements or public utility easements or a public right-of-way the cost will be included in the Cost Calculation or Development Cost Calculation.

400.11 AREA LIGHTING

In underground installations, the Applicant requesting area lighting under Section 500.3.6.1, Unmetered Lighting Device Service, will be responsible for providing and installing all lighting infrastructure, including but not limited to trench and associated backfill, lighting post, concrete work, secondary service conductors, and conduit.

In overhead installations, the Cooperative will provide secondary service conductor to serve overhead area lighting fixtures owned by the Cooperative under Section 500.3.6.1, Unmetered Lighting Device Service, without charge to the Applicant.

In either type of installation, for any additional Cooperative Facilities needed for area lighting, the Applicant will be required to pay any costs as a CIAC prior to construction.

400.12 UNMETERED NON-RESIDENTIAL SERVICE

The Cooperative at its sole discretion will determine if an Applicant may be served under this section.

In underground installations, the Applicant requesting facilities to provide electric service to unmetered non-residential installations, as determined by the Cooperative, will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, secondary services as determined by the Cooperative, all conduit, and any and all other facilities deemed necessary by the Cooperative.

In overhead installations, the Cooperative will provide secondary service conductor for the unmetered non-residential installation, and the Applicant will be responsible for providing and installing all other infrastructure.

In either type of installation, for any additional Cooperative Facilities needed for unmetered non-residential, the Applicant will be required to pay any costs as a CIAC prior to construction.

400.13 NON-PERMANENT SERVICE

In any circumstance where the need for electric service is not permanent, the Applicant will pay one hundred percent (100%) of the cost of installation and removal of all necessary electric service facilities and equipment before any construction begins.

400.14 SERVICE UPGRADES TO EXISTING COOPERATIVE FACILITIES

The cost for any upgrade, addition, or change in configuration of existing Cooperative Facilities will be at the sole expense of the Applicant. Service upgrades to existing Cooperative Facilities include, but

are not limited to, any upgrades related to interconnecting a Member's Distributed Generation resource that operates in parallel to the Cooperative's Delivery System.

400.15 SYSTEM IMPACT FEE

A non-refundable charge will be collected for extending electric service to a new service location. This amount represents a contribution to the Cooperative's system cost associated with substation and electric distribution backbone facilities and is in addition to any amount due for the line extension. All fee amounts are per Section 500.4, Fee Schedule.

400.16 PLANNING REDESIGN FEES

An Applicant's Line Extension Cost Calculation or Development Cost Calculation includes delivery of one (1) design and project cost quotation to the Applicant. Thereafter, if the Applicant desires to make changes to the design, that requires a redesign, the Cooperative may charge the Applicant in advance for the redesign, including, but not limited to, labor and applicable overhead for design, engineering, staking, inspections, administrative, and other incurred related expenses. All fee amounts are per Section 500.4, Fee Schedule.

400.17 AFTER-HOURS SERVICE

If an Applicant requests after-hours service, the Applicant will pay the additional cost incurred by the Cooperative to provide after-hours service to the Applicant.

400.18 MISCELLANEOUS TRIP FEE

A non-refundable Miscellaneous Trip Fee may be collected for additional trips to the Applicant's property at the request of Applicant. All fee amounts are per Section 500.4, Fee Schedule.

400.19 NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION

Payments necessary for construction of facilities, which will be used to deliver electric service to the Applicant, are CIAC and are not refundable after construction.

400.20 DE-ENERGIZATION AND LINE CLEARANCES

The Cooperative, in its sole discretion, may temporarily de-energize Cooperative Facilities or temporarily relocate or raise Cooperative Facilities at the request of an Applicant to assist in the transportation of oversized objects through the Cooperative's service territory or in the construction of pipelines or other objects within or otherwise affecting the Cooperative's right-of-way provided that the Applicant pays for all costs incurred by the Cooperative.

Costs incurred may include labor and materials, engineering design, right of way acquisition and clearing to the extent necessary, and vehicles or equipment used, including mileage, if applicable.

400.21 OWNERSHIP OF COOPERATIVE FACILITIES

The Cooperative will accept ownership of any facilities installed by the Applicant at the time the service location is successfully energized. The Cooperative will retain the ownership of all material and facilities installed by the Cooperative or Applicant for the distribution of electric service whether the same have been paid for by the Applicant except for those facilities installed by the Applicant past the Point of Delivery.

400.22 REMOVAL AND/OR RELOCATION OF COOPERATIVE FACILITIES

At the Cooperative's sole discretion, the Cooperative may remove existing Cooperative Facilities on Applicant's premises at the Applicant's request provided that the Applicant has paid in advance for the cost of the removal of the existing Cooperative Facilities.
The Cooperative will relocate its existing Cooperative Facilities on Applicant's premises at the Applicant's request provided the Applicant has:

1. Provided an easement satisfactory to the Cooperative for the new facilities, and

2. Paid in advance for the cost of the removal of the existing Cooperative Facilities plus the cost for the construction of the new facilities.

Upon request by an Applicant, the Cooperative will replace an existing overhead electric line with an underground line provided that the Cooperative has:

1. Determined in its sole discretion that such replacement does not adversely impact electric service reliability or the Cooperative's operating efficiencies;

2. Received an easement(s), in a form satisfactory to the Cooperative, for the construction, installation, maintenance, operation, replacement and/or repair of the underground Cooperative Facilities, at no cost to the Cooperative; and

3. Received payment in advance for all costs of removal of the existing Cooperative Facilities and the full amount of the Cooperative's cost for the construction and installation of the new underground facilities.

If the Cooperative determines it is necessary to relocate existing Cooperative Facilities because a Member or any other Person fails or refuses to allow the Cooperative access to Cooperative Facilities at any time, then the Member or any other party responsible may be billed the cost of such relocation and associated expenses.

If the Cooperative determines that a safety or standard violation exists on a Member or any other Person's premises directly or indirectly caused by such Person, then the Cooperative, at the expense of such Person, will relocate Cooperative Facilities on such premises. The Member or appropriate Person will be financially responsible for the relocation or removal of Cooperative Facilities by the Cooperative and all other associated costs incurred to address the safety or standards violation.

500 RATES

500.1 MEMBER CHARGES, CREDITS AND ADJUSTMENTS

500.1.1 SERVICE AVAILABILITY CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost associated with providing services to the membership including billing, metering, collections, customer service, and other enterprise costs.

RATE

This charge, per meter, will be applicable according to the Member's rate schedule.

500.1.2 EBILLING BILLING CREDIT

APPLICABILITY

This credit will be applicable to Residential, Farm and Ranch Service Members that choose to receive a paperless bill.

PURPOSE

This credit reimburses a Member for the cost not incurred to the Cooperative involved in mailing a paper bill each month.

RATE

This credit is:

– $ 1.00 per meter

500.1.3 EDRAFT BILLING CREDIT

APPLICABILITY

This credit will be applicable to Residential, Farm and Ranch Service Members that choose to pay as per Section 300.11.3.6, Bank Draft Payment Plan.

PURPOSE

This credit reimburses a Member for the cost not incurred to the Cooperative involved in processing a payment each month.

RATE

This credit is:

– $ 1.50 per meter

500.1.4 DELIVERY CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE

This charge, per kWh, will be applicable according to the Member's rate schedule.

500.1.5 CAPACITY DEMAND CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE

This charge, per maximum demand of power consumed, measured as the maximum demand during a fifteen (15) minute interval within the billing period, will be applicable according to the Member's rate schedule.

500.1.6 PEAK DEMAND CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE

This charge, per kW, will be determined using the Peak Demand, measured on an hourly interval basis during the Time of Use Non-Summer Peak and in the Summer Peak and Summer Super Peak time periods, according to the Member's rate schedule.

500.1.7 BASE POWER CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge will be used to recover the Cooperative's actual cost of power purchased for the membership and other costs incurred in connection with the development and management of the Cooperative's power supply. Members may have the option to choose from either Flat Base Power Charge or Time-of-Use (TOU) Base Power Charge as defined below.

RATE

This charge, per kWh, will be applicable according to the Base Power Rate option selected by the Member and the Member's rate schedule. The options are as follows.

500.1.7.3 FLAT BASE POWER CHARGE

APPLICABILITY

This charge option may be applicable to all rate schedules and programs except for Transmission Level Service, and Industrial Power Service. The Flat Base Power Charge will be used for billing on Member accounts that do not choose the TOU Base Power Charge.

PURPOSE

This option allows Members to have the same cost of power regardless of the season or time of day during which the energy is consumed.

RATE

The charge is:

$ 0.044500 per kWh

500.1.7.4 TIME-OF-USE BASE POWER CHARGE

APPLICABILITY

This charge may be applicable to all rates schedules and programs except Unmetered Device Service, Interconnect Rate, Transmission Level Service, and Industrial Power Service.

PURPOSE

This charge option allows Member's cost of power to vary based on the time of day and season during which energy is consumed.

CONDITIONS

This charge option requires a twelve (12) month commitment. If a Member opts-out of the TOU Base Power Charge option prior to fulfilling the twelve (12) month commitment, the charge option will not be available to the Member for the following twelve (12) months.

RATE

The charges are:

Season	Time of Use Period		Charge per kWh
Non-Summer (Jan. – May and Oct. – Dec.)	Super Economy	2:01 am – 4:00 am	$ 0.030616
	Economy	11:01 pm – 2:00 am 4:01 am – 5:00 am	$ 0.037529
	Normal	8:01 am – 4:00 pm 7:01 pm – 11:00 pm	$ 0.042449
	Peak	5:01 am – 8:00 am 4:01 pm – 7:00 pm	$ 0.045680
Summer (Jun. – Sep.)	Super Economy	3:01 am – 5:00 am	$ 0.030398
	Economy	11:01 pm – 3:00 am 5:01 am – 7:00 am	$ 0.031940
	Normal	7:01 am – 12:00 pm 8:01pm – 11:00 pm	$ 0.035883
	Peak	12:01 pm – 2:00 pm 6:01 pm – 8:00 pm	$ 0.046863
	Super Peak	2:01 pm – 6:00 pm	$ 0.088620

500.1.8 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost incurred to receive access to transmission service in the ERCOT region of Texas as established by the Commission.

RATE

This charge, per kWh or kW, will be applicable according to the Member's rate schedule. The options are as follows.

500.1.8.1 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KWH

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

RATE
The charge will be applicable based on energy, per kWh, according to the Member's rate schedule. The charge will recover the actual cost as established by the Commission.

The charge will be updated each June 1st and October 1st to align with forecasted costs.

500.1.8.2 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KW

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

RATE
This charge, per kW, will be determined by multiplying a member's demand measured during the Four Coincident Peak (4CP) intervals times the monthly charge. If the Member's demand is negative, the Member may receive a credit.

The charge will recover the actual cost as established by the Commission.

Until such time as the Member's 4CP demand is established, the TCOS Pass Through Charge will be as per Section 500.1.8.1, Transmission Cost of Service (TCOS) Pass Through Charge, per KWh.

500.1.9 COMMUNITY SOLAR TRANSMISSION COST ADJUSTMENT (STCA)

APPLICABILITY
This adjustment applies to all Members enrolled in the Community Solar Rate.

PURPOSE
This adjustment will be used to credit a Member's account with a portion of the savings from the avoided TCOS charges attributable to community solar generation.

RATE
The adjustment, per kWh, will be determined as follows:

For all kWh sold to any Members enrolled in the Community Solar Rate, the solar transmission cost adjustment (STCA) will be calculated as follows:

STCA = – (80% X TCOS Pass Through Charge)

500.1.10 PRIMARY SERVICE ADJUSTMENT (PSA)

APPLICABILITY
This adjustment may be applicable to all rate schedules corresponding to a Member receiving Primary Level Service. A Member receiving Primary Level Service must procure, install, and maintain all facilities and equipment beyond the Point of Delivery at their expense and in accordance with NESC and NEC standards.

PURPOSE
This adjustment will be used to credit a Member receiving electric power and energy at Primary Service Level.

RATE
This adjustment will be based on the total amount due for the applicable charges incurred for the month. Applicable charges, according to the Member's rate schedule, are the Delivery, Capacity Demand, Peak Demand, Base Power, and TCOS Pass Through Charges. The adjustment will not apply to any other charges, fees, credits, or adjustments. The adjustment will be determined as follows:

PSA = – (Monthly sum of applicable charges) X 2%

500.1.11 RENEWABLE ENERGY RIDER CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge provides Member's the ability to purchase electricity generated by renewable energy sources.

RATE
The charge is:

$ 0.000430 per kWh

The pricing is based on the Texas Renewable Energy Credits Index and will be changed periodically to reflect current index pricing.

500.1.12 SUSTAINABLE POWER CREDIT

APPLICABILITY
This credit applies to all Members enrolled in the Interconnect Rate.

PURPOSE
This credit will be used to compensate a Member for Received Energy.

RATE
The credit per kWh of Received Energy is:

- $0.060005

500.1.13 WHOLESALE ENERGY CREDIT

APPLICABILITY
This credit applies to all Members enrolled in the Interconnect Wholesale Energy Rate.

PURPOSE
This credit will be used to compensate a Member for Received Energy from an Interconnection fifty (50) kW AC or greater.

RATE
The credit, per kWh, will be determined as follows:

Wholesale Energy Credit = (Received Energy x Real Time Settlement Point Price at corresponding Load Zone)

500.1.14 FRANCHISE FEE

APPLICABILITY

This charge may be applicable to all Members served by the Cooperative inside a municipality's corporate boundary. All franchise fees not included in base rates will be separately assessed for Member service provided within the municipality where the franchise fee is authorized. The portion of the franchise fee not included in base rates will appear on the bill as a separate line item.

RATE

This charge will be calculated by multiplying the franchise fee percentage assessed by the municipality times the charges for energy and power sold and such other authorized charges to a Member (excluding any taxes and other authorized exclusions). Applicable sales tax may be assessed on franchise fee amounts.

500.1.15 SALES TAX

APPLICABILITY

This charge may be applicable to the Member in addition to the applicable Rates. Members claiming exemption from sales taxes should provide a sales tax-exemption form, acceptable to the Cooperative.

500.1.16 COOPERATIVE OWNED LAMP CHARGE

APPLICABILITY

This charge may be applicable to Cooperative owned outdoor lighting assets where the existing facilities, owned by either the Cooperative or the Member, are suitable for the installation of lighting. Cooperative owned outdoor lighting assets include lamps and lighting fixtures ("Cooperative Owned Area Lighting").

MAINTENANCE OR REPAIRS OF COOPERATIVE OWNED AREA LIGHTING

The Cooperative will own, install and maintain Cooperative Owned Area Lighting. Upon failure of any Cooperative Owned Area Lighting, such Lighting will be replaced by the Cooperative with LED lighting, and applicable charges may apply.

The Member will pay for costs of repairs including labor and materials for damage to Cooperative Owned Area Lighting resulting from an act of vandalism as determined by the Cooperative. The Member will be responsible for any costs of repairs including labor and materials for damage to existing facilities owned by the Member.

MEMBER REQUESTS

Relocate – The Member will pay for all costs, including labor and materials for the relocation of any Cooperative Owned Area Lighting and necessary facilities, subject to Section 400, Line Extension Policy.

Change Out – Any Member requesting to change out functional Cooperative Owned Area Lighting to LED lighting will pay the net book value of the existing Cooperative Owned Area Lighting including labor costs of change out as determined by the Cooperative. Following the change out, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

Removal – Only applies to Cooperative Owned Area Lighting installed on Member-owned facilities. Any Member requesting the removal of Cooperative Owned Area Lighting must provide notice in writing to the Cooperative. The Member will be responsible for paying the net book value of the existing Cooperative Owned Area Lighting including labor costs of removal as determined by the Cooperative and any costs for disposal of the Cooperative Owned Area Lighting. Upon removal, the Member will be responsible for any costs associated with furnishing of new lamps or lighting fixtures including labor and installation and maintenance and repair. Following the removal, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

Purchase – Only applies to Cooperative Owned Area Lighting installed on Member-owned facilities. Any Member requesting the purchase of Cooperative Owned Area Lighting must provide notice in writing to the Cooperative. The Member will be responsible for paying the net book value of the existing Cooperative Owned Area Lighting. Upon purchase, the Member will own the lamps or lighting fixtures, and be responsible for any maintenance and repair costs. Following the purchase, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

RATE
The following charges will apply per lighting device:

Lamp Type:	Lighting Category:	Charge per Lamp:
LED 1	Lighting Type LA, 0 to 50 watts	$9.22
LED 2	Lighting Type LB, 51 to 100 watts	$19.22
HP 1*	Lighting Type LB, 51 to 100 watts	$7.37
HP 2*	Lighting Type LE, 201 to 250 watts	$14.39
MH*	Lighting Type LD, 151 to 200 watts	$6.62
MV*	Lighting Type LD, 151 to 200 watts	$6.62

LED – Light Emitting Diode; HPS – High Pressure Sodium; MH – Metal Halide;
MV – Mercury Vapor

* These lamps are no longer available for new installations.

500.1.17 POWER OF CHANGE

APPLICABILITY
This adjustment applies to all Members participating in PEC's voluntary on-bill round up and donation program. A participating Member may choose to discontinue at any time.

PURPOSE
This adjustment is used to raise funds to support community support programs and associated giving subject to the conditions in the Community Support and Power of Change Policy.

RATE
The total monthly bill will be rounded up to the nearest dollar.

500.1.18 CAPITAL CREDITS

APPLICABILITY
This adjustment may apply to all Members who have allocated capital credits.

PURPOSE
This adjustment will serve as the Cooperative's method to distribute a Member's share of the Cooperative's Net Operating Margins based upon each Member's purchases of electric service or energy, or as such Net Operating Margins may otherwise be allocated within a Member Class to a Member.

RATE
As approved by the Board of Directors.

500.1.19 MISCELLANEOUS PASS-THROUGH CHARGE

APPLICABILITY

This charge may be applicable to a Member if the Cooperative incurs a cost directly as a result of actions taken by or on behalf of the Member or for the strict benefit of such Member and not collected in another fee or rate schedule.

PURPOSE

This charge recovers the cost associated with a Member responsible for directly incurring the costs.

RATE

Actual cost incurred monthly.

500.1.20 TEMPORARY WINTER STORM SURCHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the Cooperative's actual cost of power purchased and other associated costs from Winter Storm Uri in February 2021.

RATE

The charge is:

$ 0.007000 per kWh

Section 500.1.21 above and all references will be removed effective September 30, 2023.

500.2 RATE SCHEDULES

500.2.1 RESIDENTIAL, FARM AND RANCH SERVICE

500.2.1.1 RESIDENTIAL, FARM AND RANCH SERVICE

APPLICABILITY

This schedule applies to Members receiving distribution service in locations built to serve as and are currently serving as an Individual Private Dwelling or Multi-Family Dwelling and their facilities, or facilities used for small-scale agricultural purposes such as water wells. If the location is being used for commercial purposes, PEC may change the member's rate to the appropriate non-residential service rate.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 22.50	meter	month
Delivery Charge	$ 0.028405	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2 NON-RESIDENTIAL SERVICE

500.2.2.1 SMALL POWER SERVICE

APPLICABILITY

This schedule applies to distribution service locations built for commercial purposes with a rolling twelve (12) month average maximum demand below fifty (50) kW. The maximum demand will be captured during the hourly interval within the monthly billing cycle with the highest demand. If a Member's maximum monthly demand is fifty (50) kW or greater in any rolling twelve (12) month period, then the Cooperative may re-classify the Member as Large Power Service for a period of at least twelve (12) months or until the rolling twelve (12) month average demand is below fifty (50) kW.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	meter	month
Delivery Charge	$ 0.021977	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.2 LARGE POWER SERVICE

APPLICABILITY

This schedule applies to distribution service locations with a rolling twelve (12) month average demand of fifty (50) kW or greater, and who is not covered by another rate schedule. The maximum demand will be captured during the hourly interval within the monthly billing cycle with the highest demand. If a Member's maximum monthly demand is below fifty (50) kW in any rolling twelve (12) month period, then the Cooperative may re-classify the Member as Small Power Service for a period of at least twelve (12) months or until the rolling twelve (12) month average demand is fifty (50) kW or greater.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 150.00	meter	month
Peak Demand Charge	$ 6.74	kW	Peak Demand
Base Power Charge	Per Section 500.1.7.4	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.3 INDUSTRIAL POWER SERVICE

APPLICABILITY

This schedule applies to Members whose service level is not classified as Secondary, Primary, or Transmission level and whose uses are not covered by another specific rate schedule.

This schedule is not available to new Members or Applicants effective March 1, 2021.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 1,000.00	meter	month
Capacity Demand Charge	$ 0.580000	kW	Capacity Demand
Base Power Charge	See Below	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand

Base Power Charge: The cost of power to serve the Member, including capacity, ancillary services, delivery, energy, and fuel charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. These costs will be a direct pass through from the wholesale provider provided that the Member's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Member's power cost at the wholesale supplier's metering point to the Cooperative.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.4 TRANSMISSION LEVEL SERVICE

APPLICABILITY

This schedule applies to Members receiving power at transmission level voltage (sixty (60) KV or above).

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 1,000.00	meter	month
Base Power Charge	See Below	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand

Base Power Charge: The cost of power to serve the Member, including capacity, ancillary services, delivery, energy, and fuel charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. These costs will be a direct pass through from the wholesale provider provided that the Member's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Member's power cost at the wholesale supplier's metering point to the Cooperative.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.5 ELECTRIC VEHICLE PUBLIC CHARGE STATION RATE

APPLICABILITY

The rate is applicable to a Member or non-Member receiving electric service through a public electric vehicle charging station connected to the Cooperative's Delivery System and owned and/or operated by the Cooperative.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Ten percent (10%)	n/a	total charges
Delivery Charge	Per Section 500.2.1.1	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.4	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: The charge will be ten percent (10%) of the total cost per kWh calculated on the sum of the Delivery, TCOS, and Base Power Charges as described in this section.

The total cost per kWh will be the sum of the above charges. Charges may be subject to rounding as required by the billing software provider.

500.3 RATE PROGRAMS

500.3.1 INTERCONNECT RATE

APPLICABILITY

This program applies to Residential and Small Power Service Members with a Distributed Generation system that is less than fifty (50) kW AC of capacity. The Member must have an approved Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

RATE

Service will be measured through a single meter, with two (2) registers measuring Delivered Energy and Received Energy. Delivered Energy will determine the charges for energy consumption. Received Energy will determine the credit for surplus energy generated by the member.

MONTHLY RATE

The following charges may apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per applicable rate schedule	meter	month
Delivery Charge	Per applicable rate schedule	kWh	Delivered Energy
Base Power Charge	Flat Base Power, per Section 500.1.7.3	kWh	Delivered Energy
Sustainable Power Credit	Per Section 500.1.12	kWh	Received Energy
TCOS Pass Through Charge	Per applicable rate schedule	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per applicable rate schedule	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.2 INTERCONNECT WHOLESALE ENERGY RATE

APPLICABILITY

This program applies to Large Power Members with a DG system or any member with DG system that is fifty (50) kW AC or greater of capacity. The Member must have an approved Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per Section 500.2.2.2	meter	month
Peak Demand Charge	Per Section 500.2.2.2	kW	Peak Demand
Base Power Charge	Per Section 500.2.2.2	kWh	Delivered Energy
Wholesale Energy Credit	Per Section 500.1.13	kWh	Received Energy
TCOS Pass Through Charge	Per Section 500.2.2.2	kW	4CP Demand
Temporary Winter Storm Surcharge	Per Section 500.2.2.2	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.3 COMMUNITY SOLAR RATE

APPLICABILITY

This program applies to all rate classes except Industrial Power Service, Transmission Service, Large Power Service, and Unmetered Device Service rates. Additionally, this Rate is not applicable to accounts enrolled in Time-of-Use Base Power Charge, Interconnect, or Interconnect Wholesale Energy Rates.

CONDITIONS

1. The Community Solar Rate is available to any eligible Member provided that Member completes an enrollment application for the Community Solar Rate.

2. The allocation of available Community Solar Energy Units (as defined below) will be assigned to applicants on a first-come, first-served basis as determined by the date and time of application submission.

3. Each Member's assigned Community Solar Energy Units will be no greater than the Member's average monthly energy usage during the previous twelve (12) month period, divided by one hundred (100), and rounded up to the next whole number. If Member does not have a twelve (12) month energy usage history, then an estimated monthly average energy usage will be determined based on the information provided in the Member's application.

4. Member acknowledges that the Solar Energy (as defined below) is not a fixed amount and may vary monthly depending on total Community Solar generation. Member acknowledges Community Solar generation is intermittent in nature and the amount of energy produced varies from moment to moment depending on many factors including the time of the year, the time of the day, and the weather. As a result, the Cooperative cannot guarantee the actual amount of Solar Energy.

5. Member agrees to a recurring twenty-four (24) month enrollment commitment with an automatic renewal every twenty-four (24) months until Member submits a request to terminate enrollment no later than thirty (30) calendar days prior to the end of the commitment period. Any modifications to enrollment status will be effective at the beginning of the Member's next billing cycle.

6. Cooperative will monitor and administer the Community Solar Rate and from time to time will inspect the effectiveness of the Community Solar Rate.

7. Cooperative may elect to reduce a Member's assigned Community Solar Energy Units, with notice to Member, if Member's Solar Energy is over one-hundred and ten percent (110%) of the Member's monthly average energy usage during a rolling twelve (12) month period.

BILLING DETERMINANTS

Community Solar Energy Units – A Community Solar Energy Unit represents a portion of the Community Solar generation, assigned to the Member.

Unit Energy Allocation – The Unit Energy Allocation (kWh) is the energy for each Community Solar Energy Unit assigned to the Member on a monthly basis. The Unit Energy Allocation will be based on the monthly total Community Solar generation divided by the number of Community Solar Energy Units assigned to Members enrolled on the Community Solar Rate. The Unit Energy Allocation will be equivalent to no more than one hundred (100) kWh.

Solar Received – The monthly energy that corresponds to each Member from Community Solar generation. The Solar Energy will be determined by multiplying the Member's Community Solar Energy Units by the monthly Unit Energy Allocation.

Net Energy – The Net Energy (kWh) will be calculated by subtracting the Solar Energy from the Delivered Energy on a monthly basis. If Solar Energy is greater than Delivered Energy, then the Solar Energy will be adjusted to equal the Delivered Energy, and Net Energy will be zero (0). The Net Energy will never be negative regardless of the Member's Community Solar Energy Units.

MONTHLY RATE
The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per applicable rate schedule	meter	month
Delivery Charge	Per applicable rate schedule	kWh	Delivered Energy
Peak Demand Charge	Per applicable rate schedule	kW	Peak Demand
Base Power Charge	Flat Base Power, per Section 500.1.7	kWh	Net Energy
Community Solar Base Power Charge	$ 0.061080	kWh	Solar Received
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Solar Transmission Cost Adjustment	Per Section 500.1.9	kWh	Solar Received
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

TCOS Pass Through Charge –The TCOS charge will apply to Delivered Energy for Members as per the applicable tariff in Section 500.1.8.1. Transmission Cost of Service (TCOS) Pass Through Charge.

Solar Transmission Cost Adjustment – The STCA credit will apply to Solar Energy received by Members as per the applicable tariff in Section 500.1.9, Community Solar Transmission Cost Adjustment.

Community Solar Base Power Charge – The Community Solar Base Power Charge will recover the actual cost of power purchased for Community Solar generation and other costs incurred in connection with solar generation. The Community Solar Base Power Charge will apply to Solar Energy. The Cooperative Solar Base Power Charge is $0.061080 per kWh.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.4 MILITARY BASE DISCOUNT

APPLICABILITY
The discount will be applicable in conjunction with the Member's rate schedule to any military base that the Cooperative serves, as required by the Texas Utilities Code. Sec. 36.354. The provisions of the applicable rate schedule are modified only as shown herein.

MONTHLY RATE
The amount due to the Cooperative will be reduced by twenty percent (20%), except for the Base Power and TCOS charges applicable to the Member, and excluding any adjustment factors, cost recovery factors, specific facilities charges, and service fees, as per the Member's rate schedule.

500.3.5 ECONOMIC DEVELOPMENT DISCOUNT

PURPOSE

To encourage economic development, provide economic stimulus, and increase the competitiveness of communities in their economic development pursuits within the Lower Colorado River Authority (LCRA) service territory, the Cooperative will pass through an Economic Development Discount (EDD) available through the LCRA to qualifying Members.

APPLICABILITY

Subject to the conditions listed and confirmation of availability from LCRA, this discount applies to Large Power Service, Transmission Level Service, and Industrial Power Service Members with minimum LCRA supplied energy usage of two million two hundred thousand (2,200,000) kWh to a single site in the LCRA service territory.

CONDITIONS

To be eligible to receive an EDD, a Large Power Service, Transmission Level Service, or Industrial Level Service Member must meet the following requirements:

1. Member must have added a new location for electric service within LCRA's service territory or expanded an existing location for electric service with addition of a new metering point within the LCRA's service territory;

2. Service location must have appropriate metering equipment to record actual energy consumption;

3. Member must have received economic development assistance, including but not limited to, tax incentives or grants, from cities, counties or other regional entities (Member must provide executed agreements that address various economic impact metrics such as job creation and investment requirements); and

4. Member must enter into a five (5) year agreement with the Cooperative in a form approved by the Cooperative, which may include, among other provisions, terms regarding minimum load requirements, purchase power requirements, metering data submission, economic impact reporting, and repayment provisions for failure to meet conditions of discount.

RATE

After the first year of Member's minimum annual usage of two million two hundred thousand (2,200,000) kWh served by the Cooperative through energy purchases from the LCRA at a single site within the LCRA service territory, and each year thereafter for no more than three (3) years, the discount will apply to reduce the Cooperative's total costs for providing service to the new service location in the amounts and terms described in an agreement entered into between the Cooperative and the Member. The amount of the EDD for the Member will be equivalent to the reduction that the Cooperative receives from LCRA minus any associated cost of implementation.

AVAILABILITY

The discount will be available to applicable Members for no more than three (3) years.

500.3.6 UNMETERED DEVICE SERVICE

APPLICABILITY

This schedule applies to Members requesting Unmetered Service to lighting and non-lighting related devices owned, operated, and maintained by the Member or the Cooperative. Devices may not have a maximum power requirement of more than five hundred (500) watts.

CONDITIONS
To qualify for this service, the Member must comply with the following provisions:

1. Member must provide the technical specifications and location of device(s) installed;

2. Member must provide notice of any new device(s) installed or changes to approved devices by the Member within 48 hours of installation;

3. A maximum of one-hundred and fifty (150) individual devices can be aggregated to a single account; and

4. All approved devices must be located within the same municipality for the assessment of any municipal franchise fee, if applicable.

UNAUTHORIZED DEVICES
Failure by Member to notify the Cooperative of any new devices may result in the Cooperative's refusal to continue service.

If the Cooperative discovers any new and unauthorized devices installed by the Member, the Cooperative may make a billing adjustment to account for six (6) months of energy consumption for each unauthorized device.

If the Cooperative discovers any changes to authorized devices, such as a change in the device's category, already installed by the Member, the Cooperative will make a billing adjustment to account for the difference in energy consumption between the billed device and the unauthorized device for six (6) months of energy consumption for each unauthorized device.

500.3.6.1 UNMETERED LIGHTING DEVICE SERVICE

BILLING DETERMINANTS
The Cooperative will place each lighting device in the categories below. Monthly consumption is based on a fifty (50) percent load factor.

Lighting Device Category and Monthly Energy Consumption		
Device Type LA	1 – 50 watts	18 kWh
Device Type LB	51 – 100 watts	37 kWh
Device Type LC	101 – 150 watts	55 kWh
Device Type LD	151 – 200 watts	73 kWh
Device Type LE	201 – 250 watts	91 kWh

MONTHLY RATE
The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	account	month
Delivery Charge	$ 0.021977	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: This charge is applicable if devices are not already included on a bill with a metered account. Otherwise, the account will be billed per this rate schedule.

The charge per lamp above is the monthly energy (kWh) multiplied by the calculated sum of the Delivery Charge and the Base Power Charge as described in this section.

Members with Cooperative-owned devices will be billed a lamp charge per Section 500.1.16, Cooperative Owned Lamp Charge.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.6.2 UNMETERED NON-LIGHTING DEVICE SERVICE

BILLING DETERMINANTS

The Cooperative will place each non-lighting device in the categories below. Monthly consumption is based on a one hundred (100) percent load factor.

Non-Lighting Device Category and Monthly Energy Consumption		
Device Type A	1 – 100 watts	73 kWh
Device Type B	101 – 200 watts	146 kWh
Device Type C	201 – 300 watts	219 kWh
Device Type D	301 – 400 watts	292 kWh
Device Type E	401 – 500 watts	365 kWh

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	account	month
Delivery Charge	$ 0.010988	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: This charge is applicable if devices are not included on a bill with a metered account. Otherwise, the account will be billed per the applicable rate schedule.

The charge per device above is the monthly kWh multiplied by the calculated sum of the Delivery Charge, TCOS Charge, and the Base Power Charge as described in this section.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.4 FEE SCHEDULE

FEE	AMOUNT	SECTION
Open Records Fee – Staff research time	$ 40.00 per hour	300.4
Open Records Fee – Copies	$ 0.25 cents per page for any pages in excess of 10 pages	300.4
Open Records Fee – Other materials and services not included in research time and copies.	Actual cost	300.4
Subpoena Response Service Fee	$ 40.00 / hour	300.4.1
Easement Release Fee	$ 100.00	300.4.2
Membership Fee	$ 50.00	300.8.1
Establishment/Transfer Fee	$ 50.00	300.8.2
Same Day Service Fee	$ 125.00 – (8 AM to 5 PM on Business Days) $ 175.00 – All other times	300.9.3
Late Payment Processing Fee	10 percent of unpaid amount	300.11.4
Non-Payment Disconnect/Reconnect Fee	$ 75.00	300.11.9
Loan Late Fee	The greater of $ 7.50 or 7 percent	300.11.5
Return Check/Denied Bank Draft Fee	$ 30.00	300.11.6
Meter Test Fee	$ 100.00	300.13.4
Advanced Metering Opt Out Program – Meter Exchange Fee	$ 150.00	300.13.6
Advanced Meter Opt Out Program – Non-Payment Disconnect/Reconnect Fee	$ 200.00	300.13.6
Advanced Metering Opt Out Program – Meter Reading Fee	$ 30.00, additional $ 3.50 / mile charge for service locations further than thirty (30) miles from nearest area office	300.13.6
Meter Tampering Fee	$ 500.00	300.13.7
System Impact Fee	$ 200.00	400.15
Planning Redesign Fee	$ 500.00 or actual cost, whichever greater	400.16

FEE	AMOUNT	SECTION
After Hours Service Fee	At cost	400.17
Miscellaneous Trip Fee	$ 100.00	400.18
Franchise Fee	Varies depending on the municipality	500.1.14
Distributed Generation Interconnection Transfer Fee	$ 150.00	600.4
Distributed Generation Interconnection, 50 kW and under		
Application and Engineering Study Fee	$ 250.00	600.4
Interconnect Agreement and Inspection Fee	$ 250.00	600.4
Distributed Generation Interconnection, greater than 50 kW		
Application Fee	$ 150.00	600.4
Interconnect Agreement and Inspection Fee	$ 250.00	600.4
Engineering Study Fee	At cost	600.5

600 INTERCONNECTION POLICY

600.1 GENERAL

This Policy applies to the installation and parallel operation of Member owned Distributed Generation (DG).

While not regulated by the Commission on this subject, the Cooperative adopts as its requirements for safety, reliability, and operational rule the Commission's Substantive Rule 25.212 "Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation" as may be amended from time to time as the Cooperative's interconnection, operational, safety, and reliability rules, except for any portions of the substantive rule which refer to the Commission's form of an Interconnection Agreement or Tariff as may be amended from time to time. Should any provision of the adopted substantive rule and this Policy conflict, this Policy will control.

600.2 LIMITATIONS WITH REGARD TO METERS AND FACILITIES

A Member may serve all load behind the meter at the location of the interconnecting DG facility but will not be allowed to serve multiple meters, multiple consuming facilities or multiple Members with a single DG facility or under a single DG application.

600.3 COMPLIANCE WITH ALL LAWS, REGULATIONS, AND STANDARDS

A Member requesting to interconnect a DG facility to the Cooperative's Delivery System is responsible for and must follow, in addition to all provisions of this Policy, the Cooperative's Tariff and Business Rules, the policies and procedures of the Cooperative's power supplier where applicable, the policies and procedures of the interconnecting transmission provider where applicable, the rules and regulations of ERCOT and the Commission where applicable, the current IEEE 1547 Standard Guide for Distributed Generation Interconnection, other applicable IEEE standards, applicable ANSI standards, including ANSI C84.1 Range A and any other applicable governmental and regulatory laws, rules, ordinances or requirements. All legal, technical, financial, or other requirements in the following sections of this Policy must be met prior to interconnection of the DG facility to the Cooperative's system.

600.4 MEMBER REQUIREMENTS

APPLY FOR DG SERVICE

To begin the process of interconnecting a DG facility to the Cooperative's Delivery System, a Member must complete and submit an Application for Interconnection and Parallel Operation of Distributed Generation (DG), Section 700.5.

APPLICATION AND ENGINEERING STUDY FEES

At the time of application for DG service, the Member will pay a refundable application and engineering study fee. The application and engineering study fee will recover the cost for the Cooperative to complete all work required to facilitate the Member's DG service prior to execution of an interconnect agreement, including an engineering study for DG interconnections under 50 kW AC. This fee may be refunded in the case that an Applicant's costs to interconnect a DG system would require Cooperative Delivery System upgrades as per the Line Extension Policy, Section 400. For DG interconnections greater than 50 kW AC, the cost of the engineering study is not included in the application fee, therefore the Applicant will be billed separately at cost. All fee amounts are per Section 500.4, Fee Schedule.

EXECUTE AN INTERCONNECT AGREEMENT

To interconnect a DG facility to the Cooperative's Delivery System, a Member must complete, submit, and have approved by the Cooperative an Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

PAY INTERCONNECT AGREEMENT AND INSPECTION FEES

The Member will pay a non-refundable interconnect agreement and inspection fee if executing an Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6. The interconnect agreement and inspection fee covers the cost for the Cooperative to complete all work required to facilitate the Member's DG service with the exception of any work required in the application

process covered by the application fees or by Section 400.14, Service Upgrades to Existing Cooperative Facilities. All fee amounts are per Section 500.4, Fee Schedule.

DISTRIBUTED GENERATION INTERCONNECTION TRANSFER FEE
A member moving into an existing interconnect location with intent to generate will be required to establish a new Interconnect Agreement with the Cooperative and pay the DG Interconnection Transfer Fee. All fee amounts are per Section 500.4, Fee Schedule.

600.5 COOPERATIVE REVIEW OF PROPOSED DG FACILITY

ENGINEERING STUDIES AND STUDY FEES
The Cooperative will conduct an engineering study, service study, coordination study and/or utility system impact study prior to interconnection of a DG facility. The scope of any such studies will be based on the characteristics of the particular DG facility to be interconnected and the Cooperative's Delivery System at the proposed location. Studies may be conducted by a qualified third party. For DG facilities greater than 50 kW AC, an estimate of the engineering study cost and an estimate of the time required to complete the study will be provided to the Member in advance as part of the application fees. If the cost of the study is in excess of the estimate the member will be required to pay actual cost in full.

LIABILITY
The Cooperative intends the review process and any inspections as a means to safeguard the Cooperative's facilities and personnel. The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative will not impose any liability on the Cooperative and does not guarantee the adequacy of the Member's equipment or DG facility to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such DG installations.

SYSTEM UPGRADES AND MODIFICATIONS TO COOPERATIVE FACILITY
If interconnection of a particular DG facility will require material capital upgrades to the Cooperative' Delivery System as determined by the engineering study, the Cooperative will provide the Member with an estimate of the schedule and Member's cost for the upgrade. If the Member desires to proceed with the upgrade, the Member will be responsible for all costs associated with the upgrade in accordance with Section 400.14, Service Upgrades to Existing Cooperative Facilities.

GENERAL SAFETY AND RELIABILITY
The Cooperative reserves the right to require additional safety, reliability and/or operational equipment and/or measures beyond that required by the referenced Substantive Rule where its engineering study determines that such equipment and/or operational measures are required. In such cases, the Member will be responsible for the cost of such equipment and/or operational measures.

DG FACILITY ACCESS
The Cooperative has the right to access the area where the disconnect switch for the DG facility is installed for purposes of testing and/or operating the disconnect switch. Such entry onto the Member's property may be without notice.

If the Member erects or maintains locked gates or other barriers, the Member will furnish the Cooperative with convenient means to circumvent the barrier for full access.

METERING
The Member location will be metered in accordance with Section 300.13, Measurement and Metering of Service. Depending on the size and registration status of the DG facility with ERCOT additional meter requirements may be necessary.

700 APPENDICES

700.1 MEMBERSHIP APPLICATION AND CERTIFICATE

MEMBERSHIP APPLICATION AND CERTIFICATE

I apply for membership in Pedernales Electric Cooperative, Inc. I agree to be connected to and receive service from the Cooperative's electric distribution system. I agree to pay for Cooperative services and abide by the Cooperative's Bylaws, Tariff, policies, and procedures. I authorize agents of the Cooperative to enter and will allow easy access to my property to repair and maintain lines or equipment or for any other purpose necessary to provide services and conduct business.

Date: _____ Account number: _____

Name and address of applicant:

_____

_____

_____

_____

Phone: _____ Alternate phone: _____

Location description:

_____

_____

_____

_____

I understand that Pedernales Electric Cooperative requires one (1) refundable membership fee per member. The membership fee will be applied as a credit to the bill when all accounts are closed.

This certifies the applicant is a member of Pedernales Electric Cooperative, Inc.

700.2 RESIDENTIAL LETTER OF GUARANTEE

PEC COPY – RETURN TO:
P.O. BOX 1, Johnson City, TX 78636

RESIDENTIAL LETTER OF GUARANTEE

(Waiver of Deposit agreement)

In order that Pedernales Electric Cooperative, Inc. ("PEC"), waive a cash deposit for securing payment of electric bill for:

Applicant Name: _____

I, (Guarantor Name): _____

Agree to pay an amount not to exceed one hundred and fifty dollars ($150.00).
I UNDERSTAND BY SIGNING THIS AGREEMENT THAT:

1. A credit risk assessment on the Guarantor may be conducted by PEC or on its behalf.
2. The amount of liability for Guarantor toward payment of Member's unpaid final bill will not exceed one hundred and fifty dollars ($150.00).
3. This Agreement transfers with the Member/Guarantor, should either party change his or her service address and continue to receive electric service from PEC.
4. This guaranty will terminate automatically when the Member has paid his or her bills for twelve (12) consecutive months without service being disconnected for nonpayment, without having more than one (1) late payment, and without having more than one (1) returned item.
5. **If Member fails to pay the final bill within sixteen (16) days after the final due date, the Guarantor's electric account may be charged an amount not to exceed one hundred and fifty dollars ($150.00). If this amount is not paid or arrangements not made for payment, Guarantor's own electric service may be disconnected.**

Member name: _____
Member signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____
Amount: _____

Guarantor: _____
Guarantor signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____

Appearing the Guarantor, _____ , subscribed and sworn

before me this _____ day of _____ , 20 _____ .

(NOTARY SEAL)

Notary public signature: _____

Pedernales Electric Cooperative, Inc.
Residential Letter of Guarantee - PEC copy
Pedernales Electric Cooperative, Inc.

GUARANTOR COPY

RESIDENTIAL LETTER OF GUARANTEE

(Waiver of Deposit agreement)

In order that Pedernales Electric Cooperative, Inc. ("PEC"), waive a cash deposit for securing payment of electric bill for:

Applicant Name: _____

I, (Guarantor Name): _____

Agree to pay an amount not to exceed one hundred and fifty dollars ($150.00).
I UNDERSTAND BY SIGNING THIS AGREEMENT THAT:

1. A credit risk assessment on the Guarantor may be conducted by PEC or on its behalf.
2. The amount of liability for Guarantor toward payment of Member's unpaid final bill will not exceed one hundred and fifty dollars ($150.00).
3. This Agreement transfers with the Member/Guarantor, should either party change his or her service address and continue to receive electric service from PEC.
4. This guaranty will terminate automatically when the Member has paid his or her bills for twelve (12) consecutive months without service being disconnected for nonpayment, without having more than one (1) late payment, and without having more than one (1) returned item.
5. **If Member fails to pay the final bill within sixteen (16) days after the final due date, the Guarantor's electric account may be charged an amount not to exceed one hundred and fifty dollars ($150.00). If this amount is not paid or arrangements not made for payment, Guarantor's own electric service may be disconnected.**

Member name: _____
Member signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____
Amount: _____

Guarantor: _____
Guarantor signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____

Appearing the Guarantor, _____ , subscribed and sworn

before me this _____ day of _____ , 20 _____ .

(NOTARY SEAL)

Notary public signature: _____

Pedernales Electric Cooperative, Inc.
Residential Letter of Guarantee - Guarantor copy

700.3 PREPAID PAYMENT OPTION MEMBER AGREEMENT

PRE-PAID PAYMENT OPTION MEMBER AGREEMENT

Pedernales Electric Cooperative, Inc. ("PEC") is pleased to offer the Pre-paid Payment Option to eligible members. This payment option allows you to manage your electric usage and payments towards your electric bill. With this payment option, each day, PEC will bill you for your previous day's usage and deduct the bill amount from the credit on your account. Daily balances are available for review at pec.coop/PayNow, SmartHub, or by phone. PEC will send you notices by phone, text, or email reflecting your balance. If you have an existing deposit on your account, PEC will retain $50 of that deposit and apply the remaining amount to your pre-paid balance.

ELIGIBLE MEMBERS MUST:

- Have a twenty five dollar ($25) pre-paid credit balance to set up the account
- Keep a credit balance on the account at all times

OTHER PROGRAM INFORMATION:

- Pre-paid accounts are not eligible for the following services and rates:
  - Deferred Payment Arrangement, Budget Billing, Automatic Payment Plan
  - Time of Use, Interconnections, or Cooperative Solar rates
  - Medical Necessity Registry, Advanced Meter Opt Out Program, or with three-phase service
- No deposit based on credit worthiness is required for Pre-paid Payment Option accounts
- Make payments via the SmartHub app, online, by phone, at kiosks, by mail, or in person
- Existing balances must be cleared or a payment arrangement must be scheduled prior to enrollment:
  - Fifty percent (50%) of every payment will be applied to the outstanding balance.
  - The remaining fifty percent (50%) will be applied to the pre-paid account balance until the outstanding balance is paid in full
- Members are responsible for setting up personalized notifications via SmartHub
- If service is disconnected for lack of pre-paid funds, the unpaid balance will be due along with a twenty five dollar ($25) credit balance to reinstate electric service

PRE-PAID PAYMENT OPTION MEMBER AGREEMENT - CONTINUED

MEMBER:

1. I request that my account be added to the Pre-paid Payment Option. I agree to abide by the Tariff and Business Rules (Section 300.11.3.1) governing the Pre-paid Payment Option.
2. I consent to electronic notifications by electronic mail, text, or by phone regarding the Pre-paid Payment Option, including notifications regarding balances. PEC will send notice either by email or text when the balance is at ten dollars ($10) or less. You may elect to receive additional alerts by through your SmartHub account. I understand that it is my responsibility to immediately notify PEC of any changes to my contact information.
3. The continuation of electric service depends on your prepaying for service on a timely basis and once the fund balance on the electric account is depleted to zero dollars ($0), a notification will be sent, and service is subject to disconnection. The daily base rate will continue to accumulate even if no energy consumption occurs.
4. Member assumes all liability for and holds harmless PEC, its directors, officers, employees, and agents for any and all damages of every kind resulting from my participation in the Pre-paid Payment Option including, without limitation, automatic disconnection or reconnection of service.
5. I understand that at any time, I may elect to discontinue the Pre-paid Payment Option and resume standard billing. At that time, PEC will require full payment of any outstanding balance and may require a deposit.
6. Member acknowledges and agrees to the terms and conditions described herein.

Member name: _____ Date: _____

Account: _____ Phone: _____

Email: _____

700.4 MEDICAL NECESSITY PROGRAM APPLICATION

MEDICAL NECESSITY PROGRAM APPLICATION

IMPORTANT INFORMATION:

- This application must be completed to obtain Chronic or Critical Care designation with Pedernales Electric Cooperative, Inc. ("PEC").
- This application will not be processed if incomplete, unreadable, or improperly submitted. All information is required, unless otherwise indicated.
- Submission of this application does not automatically result in Chronic or Critical Care designation.
- Members will be notified upon approval and when the designation is due for renewal.
- Pursuant to the Tariff and Business Rules of PEC, designation as a Chronic or Critical Care residential member does not relieve a member of the obligation to pay for electric service, and service may be disconnected for failure to pay.
- Chronic or Critical Care designation does not guarantee continuous electric power. If electricity is a necessity to sustain life, you must make other arrangements for on-site back-up capabilities or other alternatives in the event of power loss.
- It is important that we have the most current phone number and mailing address on record. Members who have registered their PEC account(s) online may also receive notifications via the registration email address.
- More information may be found on this Program in the "Medical Necessity Program" section of the PEC Tariff and Business Rules.

INSTRUCTIONS FOR MEDICAL NECESSITY PROGRAM APPLICATION:

MEMBER: Complete Part 1 of application and provide to patient's physician to complete
PHYSICIAN: Complete Part 2 of application
MEMBER: Return signed application to any PEC office or via email, fax, or mail

Office locations: Visit pec.coop/locations

Email: medical@peci.com

Fax: 830-868-4956
Attn: Medical Necessity Program

Mail: Pedernales Electric Cooperative, Inc.
Attn: Medical Necessity Program
P.O. Box 1
Johnson City, Texas 78636

MEDICAL NECESSITY PROGRAM APPLICATION - CONTINUED

PART 1: COMPLETED BY THE MEMBER - ALL INFORMATION IS REQUIRED

Member name on PEC account: _____

Patient name: _____

(Name of Patient living permanently at the Service Location who requires chronic condition or critical designation pursuant to PEC's Tariff and Business Rules. The Patient may be the same person as the Member.)

Account number on your PEC bill: _____ Generator? _____

Service location on your PEC bill: _____

City: _____ State: _____ Zip: _____

Mailing address on your PEC bill: _____

City: _____ State: _____ Zip: _____

Member primary phone: _____ Alternate phone (if any): _____

Emergency (Secondary) Contact Information (Your application will be rejected unless you include an Emergency Contact name or insert "I choose not to provide an Emergency Contact name." Failure to include an Emergency Contact may result in disconnection of your electric service without notice if PEC is unable to contact you.

Emergency contact: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Primary phone: _____ Alternate phone (if any): _____

MEMBER – I have read and understood PEC's information on the Medical Necessity Program and certify that the information provided on this application is correct. I understand the information may also be used to determine whether I am eligible for additional notices relating to my electric service. I agree to be contacted by telephone at the phone numbers listed above with respect to the Medical Necessity Program. Pedernales Electric Cooperative, Inc. is not liable for delayed or undelivered notifications.

PATIENT/PATIENTS GUARDIAN, PARENT, OR MANAGING CONSERVATOR – I have read and understood the information on the Medical Necessity Program and certify that the information provided in this application about me (or the patient) is correct. I agree to the release of the information on this form concerning my (or the patient's) medical condition for the purposes stated on this application.

MEDICAL NECESSITY PROGRAM APPLICATION - CONTINUED

PART 2: COMPLETED BY THE PATIENT'S PHYSCIAN – ALL INFORMATION IS REQUIRED

CHRONIC CONDITION:	**YES**	**NO**
The patient has a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent impairment of a major life function through a significant deterioration or exacerbation of the person's medical condidtion.	☐	☐
If yes to the above, has the medical condition been diagnosed as a life-long condition?	☐	☐

OR

CRITICAL CARE CONDITION:	**YES**	**NO**
The patient is dependent upon an electric-powered medical device to sustain life.	☐	☐
If yes to the above, has the medical condition been diagnosed as a life-long condition?	☐	☐

Physician name (please print): _____

Texas Medical Board License number: _____

Phone: _____

Physician signature: _____

700.5 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

Name (First): _____

Name (Last): _____

Organization (if applicable): _____

PEC account number: _____

PEC meter number: _____

Member phone: _____

Member email: _____

Installation address: _____

Installer's name: _____

Installer's phone: _____

Installer's email: _____

Distributed generator details:

Fuel or energy source (solar, etc.): _____

Nameplate rating (kW-DC): _____

Nameplate output rating (kW-AC): _____

Operating voltage (volts): _____

Connection (phase): _____

Equipment manufacturer: _____

Power factor: _____

Frequency: _____

APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

Battery storage system? ☐ **Yes** ☐ **No**

If answering Yes to battery storage system, than complete the next set of questions:

Nameplate rating (kW-DC): _____

Nameplate output rating (kW-AC): _____

Location of facility: _____

Installer's name: _____

Installer's phone: _____

Installer's email: _____

By submitting to PEC, the Member authorizes PEC to discuss this application with the installer listed herein and such other persons necessary to process this Application including, but not limited to, any electrical contractor or consultant for the project.

700.6 INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

THIS AGREEMENT (the "Agreement") made this _____ day of _____ by and between _____, hereinafter referred to as the "Member", and PEDERNALES ELECTRIC COOPERATIVE, INC., hereinafter referred to as the "Cooperative", is as follows:

Member owns or intends to own and/or operate an electric power generating installation, at the service location below, and desires to interconnect and operate such installation in parallel with the Cooperative's electric distribution system. This Agreement defines the requirements and responsibilities of the Member including terms affecting delivery and sale of electricity as well as conditions required for parallel operating distributed generation. Parallel operation and sales of electricity will be governed by the Cooperative's Tariff and Business Rules including any and all amendments that may hereafter be approved by the PEC Board of Directors.

Account number: _____

Member name: _____

Service location: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **SCOPE OF AGREEMENT.** This Agreement is applicable to conditions under which Cooperative and Member agree that one or more generating facility or facilities, interconnecting at a single point, of ten (10) megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facility") may be interconnected to Cooperative's facilities, as described in Exhibit A.

2. **ESTABLISHMENT OF POINT(S) OF INTERCONNECTION.** The Cooperative and the Member agree to interconnect the Facility at the Point of Interconnection in accordance with the Cooperative's Tariff and Business Rules.

3. **RESPONSIBILITIES OF COOPERATIVE AND MEMBER.** While the Cooperative is not regulated in this matter by the Public Utility Commission of Texas, the Cooperative has adopted as its requirements for safety, reliability, and operational rule the Commission's Substantive Rule 25.212 "Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation" hereinafter referred to as the "Rules." Member shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for the Facility specified on Exhibit A. Member shall conduct its operations of the Facility in compliance with all aspects of the Rules. Maintenance of the Facility shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Member agrees to cause the Facility to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

   Member covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, the Facility on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the Facility of one Party, affecting or impairing the Facility of the other

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

Party, or other Facility with which Cooperative is interconnected.

The Cooperative shall notify Member if there is evidence that operation of the Facility causes disruption or deterioration of service to other utility Members or if the operation of Facility causes damage to the Cooperative's facility or other Facility with which the Cooperative is interconnected. Member shall work promptly to resolve the problem.

Member shall notify the Cooperative of any emergency or hazardous condition or occurrence with the Facility which could affect safe operation of Cooperative's facility or other Facility with which Cooperative is interconnected.

Member shall provide Cooperative at least fourteen (14) Business Days' written notice of a change in ownership; any circumstances necessitating a change in the person who is the Member; or cessation of operations of one or more Facility. Upon notice by Member of circumstances necessitating a change in the person who is the Member, the Cooperative shall undertake in a reasonably expeditious manner entry of a new Agreement with the change in person who is the Member.

4. **RIGHT OF ACCESS, EQUIPMENT INSTALLATION, REMOVAL & INSPECTION.** Upon reasonable notice, the Cooperative will send a qualified person to the premises where the Facility is located to inspect the interconnection before the Facility first produces energy. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Cooperative shall have access to the premises where the Facility is located for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its members. Member warrants it has, or has obtained from all other persons, all necessary rights to provide Cooperative with access to the premises and Facility, as necessary or appropriate for Cooperative to exercise its rights under this Agreement and the Rules.

5. **DISCONNECTION OF FACILITY.** Member retains the option to disconnect from the Cooperative's facilities. Member shall notify Cooperative of its intent to disconnect by giving Cooperative at least thirty (30) business days' written notice. Such disconnection shall be a termination of this Agreement.

6. **EFFECTIVE TERM AND TERMINATION RIGHTS.** This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Member may terminate this Agreement at any time, by giving Cooperative thirty (30) business days' written notice; (b) Cooperative may terminate upon failure by Member to generate energy from the Facility within twelve months of executing this Agreement; (c) either the Cooperative may terminate by giving the Member at least thirty (30) Business Days' written notice that the Member is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default. Upon termination Member will ensure the Facility is disconnected from the Cooperative's electric distribution system. The Cooperative may inspect the Facility to ensure proper disconnection from the Cooperative's electric distribution system.

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

7. **SALES OF ELECTRIC SERVICE TO MEMBER.** Member agrees to pay for electric service in accordance with the applicable Interconnection Rate and is subject to such other rates as may be applicable under its Tariff.

8. **CREDITS TO MEMBER.** The Cooperative shall credit electric service in accordance with the applicable rate schedule and is subject to such other rates as may be applicable under its Tariff.

9. **RECEIPT OF POLICY.** Member acknowledges that the Interconnection Policy of the Cooperative is found in its Tariff and Business Rules, as may be amended from time to time.

10. **LIMITATION OF LIABILITY AND INDEMNIFICATION.**
a. Member assumes full responsibility for electric energy furnished to him or her at and past the Point of Interconnection and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises owned or operated by Member arising from electric power and energy delivered by Cooperative or in any way arising directly or indirectly from Member's Facility except (i) when the gross negligence or willful misconduct of the Cooperative or its agent or agents was the sole proximate cause of injuries, including death therefrom, to Member or to employees of Member or in the case of a residential Member, to all members of the household; and (ii) as to all other injuries and damages, to the extent that injuries or damages are proximately caused by or result in whole or in part from (a) any gross negligence or willful misconduct of the Cooperative or its agent(s) independent of and unrelated to the maintenance of Cooperative's facilities or any condition on Member's premises or (b) the breach by Cooperative of any provision of any contract regarding purchase and/or sale of electrical energy or service between Cooperative and Member.
b. The Cooperative's review process and any inspections are intended as a means to safeguard the Cooperative's facilities and personnel. The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of the Member's equipment or DG facility to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such installations.
c. Insurance and Indemnity. Member may consider obtaining liability insurance which insures Member against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation, and maintenance of the Member's generating equipment. Otherwise, the Cooperative's liability is limited herein and in accordance with its Tariff and Member agrees to indemnify and hold the Cooperative harmless from all claims except as may be specified herein or in the Tariff and Business Rules.
d. The Cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and wave form fluctuations occasioned by causes reasonably beyond the control of the Cooperative, including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction. For claims resulting from failures, interruptions, or voltage and wave form fluctuations

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

occasioned in whole or in part by the negligence of the Cooperative or its agent(s), the Cooperative shall be liable only for that portion of the damages arising from personal injury, death of persons, or costs of necessary repairs to or reasonable replacement of electrical equipment proximately caused by the gross negligence or willful misconduct of the Cooperative or its agent(s). The Cooperative shall not be liable in any event for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Cooperative does not assume liability for any costs and damages arising from the disruption of the business of the Member.

11. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Member and Cooperative for the service herein described, and the Cooperative, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Member agrees that it is not relying on any statements not herein contained.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Member:

By: _____

Printed name: _____

Date: _____

Pedernales Electric Cooperative, Inc.

By: _____

Printed name: _____

Title: _____

Date: _____

EXHIBIT A:

1. Member's Facility One-Line Diagram

2. Member's Facility map including location of the following:
   a. Facility disconnects
   b. Labeling of Facility
   c. Cooperatives access points to Facility

700.7 PRIMARY LEVEL SERVICE AGREEMENT

PRIMARY LEVEL SERVICE AGREEMENT

This Primary Service Level Agreement is entered into by and between _____,

herein called "Applicant", and Pedernales Electric Cooperative, Inc. (PEC), herein called "Cooperative" to ensure Applicant recognizes the responsibilities.

This Agreement covers the responsibilities of the Applicant at the following service location:

_____

_____

_____

SERVICE CHARACTERISTICS:
Applicant understands the Cooperative is delivering service to the service location as per Applicant's above request. The Cooperative meter will be the "Point of Delivery". Applicant will be solely responsible for all facilities past the Point of Delivery. This includes ongoing operations and maintenance for Applicant-owned facilities once the Service Location has been energized. The Applicant recognizes that PEC will not perform any work at any time past the Point of Delivery.

Service hereunder will be alternating current, _____ phase, at a frequency of sixty (60) Hz,

and power will be delivered to the Member at _____ kV voltage.

TERM:
This agreement will become effective and binding when executed by both parties, and will remain in effect while Applicant is receiving service delivered at Primary Service Level. The agreement will no longer be in effect if service disconnection is requested by the Applicant. In the case the Applicant wishes to change service delivery by the Cooperative from Primary Service to Secondary Service Level, the Applicant must contact the Cooperative and apply for a line extension as detailed in the Cooperative's Tariff and Business Rules, Section 400, Line Extension Policy.

PEDERNALES ELECTRIC COOPERATIVE, INC.:

Signature: _____

Printed name: _____

Title: _____

Date: _____

APPLICANT:

Signature: _____

Printed name: _____

Date: _____

700.8 APPLICATION FOR EASEMENT RELEASE

APPLICATION FOR EASEMENT RELEASE

In order to process an application for the release of an easement, the following items must be provided:

1. An Application for Easement Release completed and signed by the Applicant;
2. A survey plat, if available, of the area being requested for release showing all property lines, improvements on property, all easements contained on the property with special reference to the easement to be released;
3. If the easement being requested for release was dedicated and recorded by separate instrument, a copy of said instrument must also accompany the application. These documents are obtainable at the County Clerk's office in the respective county in which the document is recorded;
4. A cover letter may include specific information not included in the above, i.e. special circumstances or conditions such as closing dates, which the Applicant believes will assist PEC staff in the processing of the Application; and
5. A processing fee must accompany the Application; the application fee is to be paid by all Applicants, including governmental entities. This fee is non-refundable regardless of whether the Application is ultimately approved by Pedernales Electric Cooperative, Inc.

Upon receipt of the above items, the Application will be researched and reviewed. Assuming the release may be granted, the Cooperative will prepare the necessary documents; the Applicant will be responsible for recording of the easement release (and any associated recording fees) if necessary. Please allow a minimum of thirty (30) business days for processing, research and review.

If we are unable to grant your request, we will contact you promptly. If you have any questions, please contact the District Engineering Supervisor at the office listed below or call toll free at 877-372-0391.

Please submit your request and direct your questions to:

APPLICATION FOR EASEMENT RELEASE - CONTINUED

Application is hereby made for the release of the following easement as described below:

The easement is on property legally described as:

Subdivision/section: _____

Lot and block number: _____

Plat book volume/page: _____

Street address: _____

Provide common description of the easement requested for release, indicating the amount of the easement to be released (provide a survey or plat of the area with the area to be released highlighted).

Property owner's name: _____

Mailing address: _____

Telephone number: _____

Note: If multiple owners own the property in which the easement(s) is requested to be released, include the complete names, addresses, and phone numbers of each owner.

Describe proposed use of area to be released:

Additional relevant information for Cooperative's review:

APPLICATION FOR EASEMENT RELEASE - CONTINUED

Confirm the Application includes the following items:

☐ Plat/survey

☐ Copy of easement(s)

☐ Processing fee

The undersigned, as owner of the property referenced or agent, acknowledges the information including within the Application is true and accurate. It is further understood that receipt of this Application by Pedernales Electric Cooperative, Inc. does not obligate the Cooperative to release any easements referenced herein. The undersigned acknowledges that the Cooperative's employees or representatives may access and inspect the property referenced in the Application.

APPLICANT: _____

Signed by: _____

Printed name: _____

Title: _____

Date: _____

PEC USE ONLY:

☐ APPROVED _____

☐ UNAPPROVED _____

By: _____

Style Definition: TOC 5

TARIFF AND BUSINESS RULES
FOR ELECTRIC SERVICE

Pedernales Electric Cooperative, Inc.
201 South Avenue F
P.O. Box 1
Johnson City, Texas 78636-0001

TABLE OF CONTENTS

100 DEFINITIONS 6
200 DESCRIPTION OF THE COOPERATIVE'S SERVICE AREA 10
200.1 COUNTIES SERVED 10
200.2 FRANCHISE CITIES SERVED 10
300 GENERAL SERVICE RULES AND REGULATIONS 11
300.1 GENERAL 11
300.2 AVAILABILITY OF TARIFF 11
300.3 ALTERNATE LANGUAGE REQUIREMENTS 11
300.4 MEMBER ACCESS TO COOPERATIVE RECORDS 11
300.4.1 SUBPOENA RESPONSE SERVICES 11
300.4.2 EASEMENT RELEASE APPLICATION 12
300.5 WAIVERS 12
300.6 NON-DISCRIMINATION 12
300.7 CREDIT WORTHINESS AND SECURITY DEPOSITS 12
300.7.1 CREDIT REQUIREMENTS FOR RESIDENTIAL APPLICANTS 12
300.7.2 CREDIT REQUIREMENTS FOR NON-RESIDENTIAL APPLICANTS 13
300.7.3 DEPOSITS AND GUARANTEE AGREEMENTS 13
300.7.3.1 NEW APPLICANT 13
300.7.3.2 EXISTING MEMBER 14
300.7.3.3 ADDITIONAL DEPOSIT 14
300.7.3.4 DEPOSIT WAIVER DUE TO FAMILY VIOLENCE 14
300.7.3.5 REFUSAL OF SERVICE 14
300.7.4 GUARANTEES OF RESIDENTIAL MEMBER ACCOUNTS 14
300.7.5 AMOUNT OF DEPOSIT 15
300.7.6 INTEREST ON DEPOSITS 15
300.7.7 RECORDS OF DEPOSITS 16
300.7.8 REFUNDING DEPOSITS AND VOIDING LETTERS OF GUARANTEE 16
300.7.9 RE-ESTABLISHMENT OF CREDIT 16
300.8 ESTABLISHING MEMBERSHIP ..... 17~~17~~16
300.8.1 ESTABLISHING MEMBERSHIP AND MEMBERSHIP FEE 17
300.8.2 ESTABLISHMENT OR TRANSFER FEE 17
300.9 SERVICE 17
300.9.1 CONDITIONS OF SERVICE 17
300.9.2 TIMING OF SERVICE 18
300.9.3 SAME DAY SERVICE FEE 18
300.9.4 SERVICE TO RENTAL LOCATION 18
300.9.5 REFUSAL OF SERVICE 18
300.9.6 CONTINUITY OF SERVICE 19
300.9.7 DISCONTINUATION OF SERVICE 19
300.9.7.1 VOLUNTARY MEMBER DISCONNECTION 19
300.9.7.2 COOPERATIVE DISCONNECTION 19
300.9.7.2.1 DISCONNECTION WITH NOTICE 19
300.9.7.2.2 DISCONNECTION WITHOUT PRIOR NOTICE 20
300.9.7.2.3 DISCONNECTION PROHIBITED 20
300.9.7.2.4 DISCONNECTION DUE TO COOPERATIVE ABANDONMENT 21
300.9.7.2.5 DISCONNECTION OF PAYMENT ASSISTANCE MEMBERS 21
300.9.7.2.6 DISCONNECTION DURING EXTREME WEATHER 21
300.9.7.2.7 DISCONNECTION DURING WEEKEND OR HOLIDAY 21
300.9.7.2.8 DISCONNECTION NOTICES 21
300.9.8 SWITCHOVER AND DISCONNECT FEES 22
300.9.9 RECONNECTION FEE 22

300.9.10 MEDICAL NECESSITY PROGRAM 22
300.9.11 CRITICAL LOAD PROGRAM 23
300.9.12 RECORD OF INTERRUPTION 23
300.10 EMERGENCY OPERATIONS PLAN 23
300.11 BILLING AND PAYMENT 23
300.11.1 BILLING RECORDS RETENTION 24
300.11.2 PAYMENT 24
300.11.3 PAYMENT PLANS 24
300.11.3.1 PRE-PAID PAYMENT PLAN 24
300.11.3.2 INSTALLMENT PLAN 26
300.11.3.3 FIXED PAYMENT PLAN 27
300.11.3.4 AVERAGE PAYMENT PLAN 27
300.11.3.5 CREDIT CARD PAYMENT PLAN 27
300.11.3.6 BANK DRAFT PAYMENT PLAN 27
300.11.4 LATE PAYMENT PROCESSING FEES 27
300.11.5 LOAN LATE FEES 28
300.11.6 RETURNED CHECK / DENIED BANK DRAFT / DENIED CREDIT CARD 28
300.11.7 PAYMENT DEADLINE EXTENSION 28
300.11.8 PAYMENT DEADLINE EXTENSION FOR ELDERLY RESIDENTIAL MEMBERS 28
300.11.9 NON-PAYMENT DISCONNECT AND RECONNECT FEE 28
300.11.10 TRANSFERS OF DELINQUENT BALANCES 28
300.12 VOLTAGE DESIGNATIONS 29
300.13 MEASUREMENT AND METERING OF SERVICE 29
300.13.1 METERING REQUIREMENTS 29
300.13.2 METER RECORDS 30
300.13.3 METER READINGS 30
300.13.4 METER TESTING 30
300.13.5 ADJUSTMENTS DUE TO METER ERRORS 31
300.13.6 ADVANCE METERING OPT OUT PROGRAM 31
300.13.6.1 METER EXCHANGE FEE 31
300.13.6.1.1 METER READINGS AND METER READING FEE 31
300.13.7 METER TAMPERING; THEFT OF ELECTRIC SERVICE 32
300.13.8 METER TEST FEE 32
300.14 DISPUTE RESOLUTION 32
300.14.1 BILLING DISCREPANCIES OR ADJUSTMENTS 33
300.14.1.1 UNDER-BILLING 33
300.14.1.2 OVER-BILLING 33
300.14.2 POWER FACTOR ADJUSTMENT 33
300.14.3 REFUNDS 33
300.14.4 MEMBER COMPLAINTS 33
400 LINE EXTENSION POLICY 34
400.1 OVERVIEW 34
400.2 RESIDENTIAL SERVICE 34
400.3 RESIDENTIAL DEVELOPMENTS 35
400.4 NON-RESIDENTIAL SERVICE 36
400.5 NON-RESIDENTIAL DEVELOPMENTS 37
400.6 PRIMARY LEVEL SERVICE 38
400.7 UNDERGROUND SERVICE ..... 38~~38~~39
400.8 STANDARD DELIVERY SERVICE AND FACILITIES 39
400.9 NON-STANDARD DELIVERY SERVICE AND FACILITIES 39
400.10 ROUTING 40
400.11 AREA LIGHTING 40
400.12 UNMETERED NON-RESIDENTIAL SERVICE 40
400.13 NON-PERMANENT SERVICE ..... 40~~40~~41

400.14 SERVICE UPGRADES TO EXISTING COOPERATIVE FACILITIES 404041
400.15 SYSTEM IMPACT FEE 41
400.16 PLANNING REDESIGN FEES 41
400.17 AFTER-HOURS SERVICE 41
400.18 MISCELLANEOUS TRIP FEE 41
400.19 NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION 41
400.20 DE-ENERGIZATION AND LINE CLEARANCES 41
400.21 OWNERSHIP OF COOPERATIVE FACILITIES 41
400.22 REMOVAL AND/OR RELOCATION OF COOPERATIVE FACILITIES 414142

500 RATES 43

500.1 MEMBER CHARGES, CREDITS AND ADJUSTMENTS 43
500.1.1 SERVICE AVAILABILITY CHARGE 43
500.1.2 EBILLING BILLING CREDIT 43
500.1.3 EDRAFT BILLING CREDIT 43
500.1.4 DELIVERY CHARGE 43
500.1.5 CAPACITY DEMAND CHARGE 44
500.1.6 PEAK DEMAND CHARGE 44
500.1.7 BASE POWER CHARGE 44
500.1.7.1 FLAT BASE POWER CHARGE 44
500.1.7.2 TIME-OF-USE BASE POWER CHARGE 45
500.1.8 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE 45
500.1.8.1 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KWH 46
500.1.8.2 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KW 46
500.1.9 COMMUNITY SOLAR TRANSMISSION COST ADJUSTMENT (STCA) 46
500.1.10 PRIMARY SERVICE ADJUSTMENT (PSA) 46
500.1.11 RENEWABLE ENERGY RIDER CHARGE 47
500.1.12 SUSTAINABLE POWER CREDIT 47
500.1.13 WHOLESALE ENERGY CREDIT 47
500.1.14 FRANCHISE FEE 484847
500.1.15 SALES TAX 48
500.1.16 COOPERATIVE OWNED LAMP CHARGE 48
500.1.17 POWER OF CHANGE 49
500.1.18 CAPITAL CREDITS 49
500.1.19 MISCELLANEOUS PASS-THROUGH CHARGE 50
500.1.20 TEMPORARY WINTER STORM SURCHARGE 50
500.2 RATE SCHEDULES 51
500.2.1 RESIDENTIAL, FARM AND RANCH SERVICE 51
500.2.1.1 RESIDENTIAL, FARM AND RANCH SERVICE 51
500.2.2 NON-RESIDENTIAL SERVICE 51
500.2.2.1 SMALL POWER SERVICE 51
500.2.2.2 LARGE POWER SERVICE 525251
500.2.2.3 INDUSTRIAL POWER SERVICE 52
500.2.2.4 TRANSMISSION LEVEL SERVICE 535352
500.2.2.5 ELECTRIC VEHICLE PUBLIC CHARGE STATION RATE 53
500.3 RATE PROGRAMS 545453
500.3.1 INTERCONNECT RATE 545453
500.3.2 INTERCONNECT WHOLESALE ENERGY RATE 54
500.3.3 COMMUNITY SOLAR RATE 555554
500.3.4 MILITARY BASE DISCOUNT 56
500.3.5 ECONOMIC DEVELOPMENT DISCOUNT 575756
500.3.6 UNMETERED DEVICE SERVICE 57
500.3.6.1 UNMETERED LIGHTING DEVICE SERVICE 58

500.3.6.2 UNMETERED NON-LIGHTING DEVICE SERVICE 59
500.4 FEE SCHEDULE 60
600 INTERCONNECTION POLICY 62
600.1 GENERAL 62
600.2 LIMITATIONS WITH REGARD TO METERS AND FACILITIES 62
600.3 COMPLIANCE WITH ALL LAWS, REGULATIONS, AND STANDARDS 62
600.4 MEMBER REQUIREMENTS 62
600.5 COOPERATIVE REVIEW OF PROPOSED DG FACILITY 63
700 APPENDICES 64
700.1 MEMBERSHIP APPLICATION AND CERTIFICATE 64
700.2 RESIDENTIAL LETTER OF GUARANTEE 65
700.3 PREPAID PAYMENT OPTION MEMBER AGREEMENT 67
700.4 MEDICAL NECESSITY PROGRAM APPLICATION 69
700.5 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) 72
700.6 INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) 74
700.7 PRIMARY LEVEL SERVICE AGREEMENT 78
700.8 APPLICATION FOR EASEMENT RELEASE 79

100 DEFINITIONS

The following definitions apply to the Tariff and Business Rules for Electric Service, ("Tariff") of Pedernales Electric Cooperative, Inc. ("PEC" or "Cooperative"), including the service rules and regulations, policies, rate schedules and riders, and any service agreements made pursuant to this Tariff, unless specifically defined otherwise therein.

Applicant – A Person applying for membership into the Cooperative or a Member, property owner, developer, or home builder applying for a line extension, upgrade, or removal and/or relocation or modification of electric service facilities.

Billing Determinant – Measured, calculated, or specified values used to determine the Cooperative's Rates, charges, credits, and adjustments. These values may include, but are not limited to, measurements of kilowatt-hours (kWh), actual monthly Non-Coincident Peak (NCP) demand in kilowatts (kW), annual NCP demand in kilowatts (kW), Four (4) Coincident Peak Demand in kilowatts (kW), billing demand in kilowatts (kW), Power Factor, Community Solar Energy Units, Unit Energy Allocation, Solar Energy, Net Energy, and number of lamps.

Business Day – All days the Cooperative business offices are open, which includes all weekdays not including Cooperative Holidays.

Capacity Demand – The maximum demand (kW) of power consumed, measured on a fifteen (15) minute interval basis within the billing period as applicable.

Commission – The Public Utility Commission of Texas.

Contribution in Aid of Construction (CIAC) – Payment by Applicant to the Cooperative for line extensions, upgrades, or expansions in excess of allowable investments by the Cooperative, or for nonstandard service facilities, removals, or relocations.

Cooperative – Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation organized and operating under the Electric Cooperative Corporation Act, Texas Utilities Code Annotated, Chapter 161, or a predecessor statute to Chapter 161, and operating under that chapter.

Cooperative Facilities – All the plant and equipment of the Cooperative, including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the business of the Cooperative, including any construction work in progress.

Cost Calculation – A calculation of the cost to extend electric service for Residential Service or Non-Residential Service. The Cost Calculation will include labor and materials used in constructing the line extension, as well as engineering, right-of-way acquisition and clearing to the extent undertaken by the Cooperative or its agents, and all other costs directly attributable to the extension.

Delivered Energy – The total energy (kWh) delivered to a Member during a billing cycle through the Cooperative's Delivery System.

Delivery System – The electric lines and other equipment, including transformers, owned by Cooperative, and the meters, including non-Cooperative owned meters, used in the delivery of electric power and energy.

Development Cost Calculation – A calculation of the cost to extend electric service to a residential subdivision or development, or non-residential development. The Development Cost Calculation will include labor and materials used in constructing the line extension, as well as engineering, right-of-way

acquisition and clearing to the extent undertaken by the Cooperative or its agents, and all other costs directly attributable to the extension.

Distributed Generation (DG) – An electrical generating facility located at a Member's service location, which may be connected in parallel to the Delivery System.

Four (4) Coincident Peak (4CP) – The average of the monthly 15-minute demand for each of the months of June, July, August and September at the same time as the greatest ERCOT system 15-minute demand for the months of June, July, August and September.

Four (4) Coincident Peak (4CP) Demand – The demand (kW) measured during the 4CP.

Good Utility Practice – The meaning as assigned to this term in the Commission's Substantive Rule 25.5, Definitions.

Guarantor – A Member of the Cooperative who takes on a financial responsibility for an Applicant applying for service.

Holiday – Days the Cooperative does not consider a Business Day or days the Cooperative observes as holidays by not having hours of operation.

Individual Private Dwelling – A fixed, permanent residential structure. This term includes a mobile home that has been affixed in its permanent location. This term does not include self-propelled and non-self-propelled recreational vehicles that have no foundation other than wheels, jacks, or skirting.

Interconnection – The physical connection of a DG facility to the utility system in accordance with the requirements of the Interconnection Policy of the Cooperative.

Interconnection Agreement – The agreement which sets forth the contractual conditions under which the Cooperative and a Member agree that one (1) or more facilities will interconnect with the Delivery System.

Installment Plan – An agreement between the Cooperative and a Residential Service Member that allows the Member to pay an outstanding bill on installments extending beyond the bill's due date.

Landlord Provision – An owner or property manager acting as a landlord may apply for service and pay all applicable fees one time. Upon a tenants' disconnection, the landlord is automatically reconnected without being held liable for a tenant's bill nor charged additional establishment or interruption of service fees.

Load Zone – A group of electrical buses assigned to the same geographic region as designated by ERCOT.

Member – Any Person, firm, corporation, or body politic that has applied for electric service and has paid the Cooperative's membership fee.

Member Class – A group of Members with similar electric usage and service characteristics (i.e. residential, small power, large power) taking service under one (1) or more rate schedules.

Multi-Family Dwelling – Building(s) containing two (2) or more dwelling units, rented primarily for non-transient use, and with rent paid at intervals of one (1) week or longer. Multi-Family Dwelling includes residential condominiums, whether rented or owner occupied.

Municipality – A city, incorporated village, or town, existing, created, or organized under the general, home rule, or special laws of the State of Texas.

Net Operating Margins – The excess revenue remaining after all operating expenses, including but not limited to, cost of power, depreciation, interest, and taxes have been deducted from the Cooperative's total operating revenue.

Non-Residential Service – Service provided to Members who meet the qualifications for service in Section 500.2.2, Non-Residential Service~~Non-Residential Service~~.

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Parallel Operation – The operation of on-site DG while the customer connects to the Cooperative's Delivery System.

Payment Plan – Any agreement between the Cooperative and a Member that allows a Member to pay the outstanding bill after its due date.

Peak Demand – The maximum demand (kW) of power consumed measured on an hourly interval basis during the Peak and the Super Peak time periods as applicable.

Person – Any natural person or business entity or trust.

Point of Delivery – The point, as determined by the Cooperative, at which electric power and energy leaves the Delivery System. For residential installations, the Applicant will install and be solely responsible for the wiring of the installation and all service entrance wiring through the weather head and the meter base to the Applicant's main disconnect switch or service center. For non-residential installations, the Applicant will install and be solely responsible for the wiring of the installation on Applicant's side of the Point of Delivery regardless of the metering location provided that the voltage service level at the metering location is the same as that of the delivery point.

Premises – A tract of land or real estate including buildings and other appurtenances thereon.

Primary Account – For a Member that has multiple accounts, the account to which the membership fee is assigned and determines the Members' voting district.

Primary Level Service – Service delivered at any one of the Cooperative's standard service voltages delivered after one (1) Cooperative transformation (other than by use of autotransformers) from a transmission voltage.

Qualifying Cogenerator – The meaning as assigned to this term by 16 U.S.C. §796 (18) (C).

Qualifying Cogeneration Facility – The meaning as assigned to this term by 16 U.S.C. §796 (18) (B).

Qualifying Facility – Either a Qualifying Small Power Producer or Qualifying Cogeneration Facility.

Qualifying Small Power Producer – The meaning as assigned to this term by 16 U.S.C. §796 (17) (D).

Rate – Includes:

1. Any compensation, tariff, charge, adjustment, credit, rider, fare, toll, rental, or classification that is directly or indirectly demanded, observed, charged, or collected by the Cooperative for a service, product, or commodity; and
2. A rule, practice, or contract affecting the compensation, tariff, charge, fare, toll, rental, or classification.

Real Time Market – Energy transactions occurring within the current instant in time in the ERCOT market.

Received Energy – The surplus energy generated by a DG system with an Interconnection Agreement received by the Cooperative's Delivery System during a billing cycle.

Residential Service – Service provided to Members who meet the qualifications for service in Section 500.2.1, Residential, Farm and Ranch Service~~Residential, Farm and Ranch Service~~.

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Secondary Level Service – Service delivered at any one of the Cooperative's standard service voltages delivered after two (2) or more Cooperative transformations (other than by use of autotransformers) from a transmission voltage.

Service – The term includes any act performed, anything supplied, and any Cooperative Facilities used or supplied by the Cooperative in the performance of its duties.

Settlement Point Price – The price calculated for the Load Zone for each 15-minute settlement interval in Real-Time Market operations.

Tenant – A Person who is entitled to occupy a dwelling unit to the exclusion of others and who is obligated to pay for the occupancy under a written or oral rental agreement.

Transmission Level Service – Service delivered at the Cooperative's standard transmission service voltage.

200 DESCRIPTION OF THE COOPERATIVE'S SERVICE AREA

PEC may serve all or a portion of the counties and cities listed below.

200.1 COUNTIES SERVED

Bell County
Bexar County
Blanco County
Burnet County
Caldwell County
Comal County
Edwards County
Gillespie County
Guadalupe County
Hays County
Kendall County
Kerr County
Kimble County
Kinney County
Lampasas County
Llano County
Mason County
Menard County
Real County
San Saba County
Schleicher County
Sutton County
Travis County
Williamson County

200.2 FRANCHISE CITIES SERVED

Austin
Bertram
Blanco
Boerne
Buda
Bulverde
Cedar Park
Cottonwood Shores
Creedmoor
Dripping Springs
Fair Oaks Ranch
Florence
Georgetown
Granite Shoals
Hays
Highland Haven
Horseshoe Bay
Johnson City
Jonestown
Junction
Kempner
Kyle
Lago Vista
Lakeway
Leander
Liberty Hill
Marble Falls
Meadowlakes
Mountain City
Mustang Ridge
Niederwald
Point Venture
Round Mountain
Round Rock
San Leanna
San Marcos
Spring Branch
The Hills
Uhland
Bear Creek
Briarcliff
Volente
Weir
Wimberley
Woodcreek

300 GENERAL SERVICE RULES AND REGULATIONS

300.1 GENERAL

This Tariff contains all Rates stated separately by type of service and the rules and regulations of the Cooperative affecting Rates, terms and conditions of service. The Tariff is intended to provide uniformity in the delivery of power and energy services to all Members within the Cooperative's service area.

The Cooperative will construct, own, operate, and maintain its Delivery System in accordance with Cooperative standards and Good Utility Practice for the delivery of electric power and energy.

The Cooperative will provide all Members access to the Delivery System pursuant to this Tariff, which establishes the Rates, terms and conditions, and policies for such access.

The Cooperative Rates will provide access to the Delivery System on a non-discriminatory basis to all Members.

300.2 AVAILABILITY OF TARIFF

The Tariff will be accessible on the Cooperative's website or as requested. The Cooperative will provide copies of this Tariff at each office where applications are received, at a Member's request.

300.3 ALTERNATE LANGUAGE REQUIREMENTS

The Cooperative may provide information in English, Spanish, and any other language as the Cooperative deems necessary.

300.4 MEMBER ACCESS TO COOPERATIVE RECORDS

A Member, upon written request, is entitled to examine and copy (at the Member's expense), at any reasonable time, the books, and records of the Cooperative subject to the conditions of the Cooperative's Open Records Policy.

Requests for information are restricted to Members of the Cooperative. The Open Records Policy does not require the creation of Records (as defined in the Open Records Policy). The Cooperative reserves the right to charge an Open Records fee to the Member, payable in advance, if fulfilling the request, or a series of substantively related requests, requires large amounts of employee time or other materials and services to fulfill the request. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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Please direct all Member requests for information to:

Open Records Request
Pedernales Electric Cooperative, Inc.
P.O. Box 1, Johnson City, TX 78636

- or -

openrecords@peci.com

300.4.1 SUBPOENA RESPONSE SERVICES

If records are requested by subpoena, the Cooperative may charge the requester an hourly fee to answer the request. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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300.4.2 EASEMENT RELEASE APPLICATION

The Cooperative will assess a fee for processing an Application for Easement Release. A Member may contact the Cooperative for an Application for Easement Release. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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300.5 WAIVERS

The Cooperative's credit and deposit requirements are subject to change at any time by the Board of Directors. For good cause, including for natural disasters or other declared emergencies, the Chief Executive Officer may waive, suspend, or modify any credit or deposit requirement, the establishment fee, same day service fee, and reconnection fee for a limited duration to address the circumstances. The Chief Executive Officer must inform the Board of Directors at its next regular meeting of all actions taken.

300.6 NON-DISCRIMINATION

The Cooperative will not discriminate based on race, color, nationality, religion, sex, marital status, disability, income level, or source of income, and will not unreasonably discriminate based on geographic location.

300.7 CREDIT WORTHINESS AND SECURITY DEPOSITS

300.7.1 CREDIT REQUIREMENTS FOR RESIDENTIAL APPLICANTS

The Cooperative will require an Applicant for Residential Service or an existing residential Member to establish and maintain satisfactory credit as a condition of providing service.

Establishment of credit will not relieve any Member from complying with the Cooperative's requirements for prompt payment of bills.

The Cooperative will equally apply credit worthiness to both spouses for twelve (12) months immediately after a divorce.

An Applicant for Residential Service or an existing Residential Service Member can establish satisfactory credit by any of the following:

1. Clearing any unpaid or delinquent balances prior to re-establishing service with the Cooperative;

2. Meeting and adhering to the Cooperative's payment policies and/or Payment Plan such that:

   a. During the most recent twelve (12) consecutive months of service the Member is not late in paying a bill more than once;

   b. The Member does not have service disconnected for nonpayment; and

   c. The Member does not have more than one (1) returned check.

3. Having had a credit risk assessment conducted by the Cooperative or on its behalf and receiving a satisfactory credit risk assessment; or

4. Providing customer history from any electric service provider for the same kind of service within the last two (2) years; was not delinquent more than once in payment of any such electric service account in the most recent twelve (12) consecutive months of service, and provides a satisfactory letter of credit history from the Applicant's previous electric service provider.

300.7.2 CREDIT REQUIREMENTS FOR NON-RESIDENTIAL APPLICANTS

For Non-Residential service, if an Applicant's or existing Member's credit has not been demonstrated satisfactorily to the Cooperative, the Applicant may be required to pay a deposit in an amount not to exceed one-sixth (1/6th) of the annual estimated bill.

An Applicant for Non-Residential Service or an existing non-residential Member can establish satisfactory credit by:

1. Clearing any unpaid or delinquent balances prior to re-establishing service with the Cooperative;

2. Meeting and adhering to the Cooperative's payment policies and/or Payment Plan such that:

   a. During the most recent twenty-four (24) consecutive months of service the Member is not late in paying a bill more than once;

   b. The Member does not have service disconnected for nonpayment; and

   c. The Member does not have more than one (1) returned check.

3. Providing customer history from any electric service provider for the same kind of service within the last two (2) years; was not delinquent more than once in payment of any such electric service account in the twenty-four (24) consecutive months of service, and provides a satisfactory letter of credit history from the Applicant's previous electric service provider; or

4. Having had a credit risk assessment conducted by the Cooperative or on its behalf and receiving a satisfactory credit risk assessment.

300.7.3 DEPOSITS AND GUARANTEE AGREEMENTS

300.7.3.1 NEW APPLICANT

Upon application, if an Applicant is not credit worthy per Sections 300.7.3.1, New Applicant~~New Applicant~~ or Section 300.7.3.2, Existing Member~~Existing Member~~, they will be required to pay the following deposits, unless they qualify and choose the residential Pre-paid Payment Plan or Bank Draft Payment Plan option:

1. A fixed deposit in the amount of one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential service in the event the Applicant fails to provide complete, accurate, and verifiable identification information when requested by the Cooperative when applying for electric service; or

2. A fixed deposit in the amount of either seventy-five dollars ($75.00) or one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential Service in the event the Applicant fails to either:

   a. Provide a satisfactory letter of credit history from its previous electric service provider; or

   b. Receive a satisfactory credit risk assessment conducted by the Cooperative or on its behalf. The amount of the deposit due will be based on a credit risk assessment.

300.7.3.2 EXISTING MEMBER

An existing Member applying for additional electric service is required to pay the following charges, unless they qualify and choose the residential Pre-paid Payment Plan or Bank Draft Payment Plan option:

1. A fixed deposit in the amount of one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential Service in the event the Member fails to provide complete, accurate and verifiable identification information when requested by the Cooperative when applying for additional electric service; or

2. A fixed deposit in the amount of either seventy-five dollars ($75.00) or one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for a Non-Residential Service in the event the Member failed to satisfactorily demonstrate to the Cooperative the Member's credit worthiness or otherwise demonstrated a previous history of neglect to fulfill membership obligations. Examples include, but not limited to, paying a bill late more than once during the most recent twelve (12) consecutive months of service for Residential or twenty-four (24) consecutive months for Non-Residential Service, disconnection for nonpayment, failure to meet obligations under an installment plan, return of a check for insufficient funds, theft of service, meter tampering, safety code violations or fraud. The Cooperative bases the amount of the deposit due on a credit risk assessment.

If the Member applying for additional electric service has less than twelve (12) consecutive months of service, the Member may provide a satisfactory letter of credit history from its previous electric service provider or have a credit risk assessment conducted by the Cooperative on its behalf and receive a satisfactory credit risk assessment.

300.7.3.3 ADDITIONAL DEPOSIT

If the Applicant or existing Member has already paid a fixed deposit, the Applicant may be required to pay an additional deposit up to a total deposit amount not to exceed one-sixth (1/6th) of the annual estimated bill.

300.7.3.4 DEPOSIT WAIVER DUE TO FAMILY VIOLENCE

If the Applicant or existing Member has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, such Person will not be required to pay either an initial or additional deposit when establishing new service. This determination will be evidenced by submission to the Cooperative of a certification letter developed by the Texas Council on Family Violence within ten (10) Business Days of the application for service. This waiver will only be applied toward an initial or additional deposit for a single location for the Applicant or existing Member unless another certification letter is later provided. Any reconnections after nonpayment will be subject to payment of the past due balance, reconnection fee, deposits, and any other fees required. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.7.3.5 REFUSAL OF SERVICE

The Cooperative may refuse to provide service to an Applicant if the requested deposit is not paid at the initiation of service. The Cooperative may also refuse to reconnect service to an Applicant or existing Member if the requested deposit is not paid upon request.

300.7.4 GUARANTEES OF RESIDENTIAL MEMBER ACCOUNTS

The Cooperative will allow an Applicant that cannot meet the credit requirements as defined in Section 300.7, Credit Worthiness and Security Deposits~~Credit Worthiness and Security Deposits~~, to have a Guarantor sign an agreement that fulfills the credit requirements on their behalf. A

guarantee agreement between the Cooperative and a Guarantor with satisfactory credit must be in writing and will be for no more than the amount of the initial deposit the Cooperative would require on the Applicant's account pursuant to Section 300.7.3.1, New Applicant~~New Applicant~~.

1. A Guarantor can establish satisfactory credit by meeting and adhering to the Cooperative's payment policies and/or Payment Plans such that:

    a. During the most recent twelve (12) consecutive months of service the Guarantor is not late in paying a bill more than once;

    b. During the most recent twelve (12) consecutive months of service the Guarantor has not had service disconnected for nonpayment; and

    c. During the most recent twelve (12) consecutive months of service the Guarantor has not had more than one (1) returned check.

2. The Cooperative will void and return the guarantee to the Guarantor according to the provisions of Section 300.7.8, Refunding Deposits and Voiding Letters of Guarantee~~Refunding Deposits and Voiding Letters of Guarantee~~.

3. Upon default by a residential Member, the Guarantor of that Member's account will be responsible for the unpaid balance of the account only up to the amount agreed to in the written agreement.

4. The Cooperative will provide written notification to the Guarantor of the Member's default, the amount owed by the Guarantor, and the due date for the amount owed.

5. The Cooperative will provide the Guarantor a bill which will include the payment due date which will not be less than sixteen (16) calendar days after issuance.

6. The Cooperative may transfer the amount owed on the defaulted account to the Guarantor's own service bill, provided it separately identifies the guaranteed amount owed on the Guarantor's bill.

7. The Cooperative may disconnect service to the Guarantor for nonpayment of the guaranteed amount.

300.7.5 AMOUNT OF DEPOSIT

The total deposit(s) from an Applicant or Member will not exceed one-sixth (1/6th) of the estimated annual billing for the account unless the Member or Applicant is subject to the fixed deposit amount described in Section 300.7.3, Deposits and Guarantee Agreements~~Deposits and Guarantee Agreements~~, in which case the amount of the deposit will not be less than the amount of those fixed deposit(s).

300.7.6 INTEREST ON DEPOSITS

The Cooperative will pay interest on any required deposits at an annual rate at least equal to that set by the Commission on December first (1st) of the preceding year, pursuant to Texas Utilities Code §183.003. If a deposit is refunded, payment of interest will be made retroactive to the date of the deposit.

Payment of the interest will be made to the Member annually or at the time the deposit is returned or credited to the Member's account.

The deposit will cease to draw interest on the date it is returned or credited to the Member's account.

300.7.7 RECORDS OF DEPOSITS

The Cooperative will keep the following records:

1. The name and address of each depositor;

2. The amount and date of the deposit; and

3. Each transaction concerning the deposit.

The Cooperative will issue a receipt of deposit to each Applicant paying a deposit and will provide means for a depositor to establish a claim if the receipt is lost.

The Cooperative will maintain a record of each unclaimed deposit for at least four (4) years.

The Cooperative will make a reasonable effort to return unclaimed deposits.

300.7.8 REFUNDING DEPOSITS AND VOIDING LETTERS OF GUARANTEE

If service is not connected or is disconnected, the Cooperative will promptly refund the Applicant's deposit, plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished and void and return to the guarantor all letters of guarantee on the account or provide written documentation that the contract has been voided.

The Cooperative will promptly refund the deposit plus accrued interest to the Member or credit the amount of the deposit and accrued interest to the Member's account or void and return the guarantee or provide written documentation that the contract has been voided when the following conditions are all met.

1. Member has paid bills for Residential Service for twelve (12) consecutive billing months or when the Member has paid bills for Non-Residential Service for twenty-four (24) consecutive billing months;

2. During that time service was not disconnected for nonpayment of a bill; and

3. During that time Member was not delinquent in the payment of bills more than once.

The deposit may be retained if the Member:

1. Does not meet the foregoing refund criteria; or

2. Failed to provide complete, accurate, and verifiable identification information when requested by the Cooperative.

The letter of guarantee may be retained if the Member does not meet the foregoing refund criteria.

300.7.9 RE-ESTABLISHMENT OF CREDIT

A Member whose service has been disconnected for nonpayment of bills or theft of service (meter tampering or bypassing of meter) will be required, before service is reconnected, to pay all amounts due to the Cooperative, including reconnection and other applicable fees, and reestablish credit. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.8 ESTABLISHING MEMBERSHIP

300.8.1 ESTABLISHING MEMBERSHIP AND MEMBERSHIP FEE

Membership in the Cooperative is required for service. A Person that is a Member of the Cooperative will be entitled to a single or joint membership, no matter how many meters or accounts the Member has. A fee will be required with the initial application for service and establishes the Primary Account. At that time, the fee will be applied to the Member's open account or applied to the outstanding account balance of the last open account. Termination of membership does not release a Member or Member's estate from debts owed to the Cooperative. Additional fees may be required for each additional service connection requested by the Member, but the Cooperative will not charge an additional membership fee due to the creation of additional service connections by the Member. The Cooperative will retain the membership fee until the membership terminates or the property sells. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.8.2 ESTABLISHMENT OR TRANSFER FEE

There will be a fee collected for connecting service and/or transferring account information per service location. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.9 SERVICE

This section applies to all locations within the Cooperative's service area, according to the type of service provided and subject to the provisions of the Cooperative's Rates and Line Extension Policy and any other applicable provisions of the Tariff. These rules will not relieve in any way the Cooperative or Member from any of their duties under the laws of the State of Texas or the United States.

300.9.1 CONDITIONS OF SERVICE

The Cooperative will provide electric service to all Applicants within its service area, provided the following conditions are met:

1. The Applicant pays a membership fee and any other amounts required by the Cooperative's rules, including amounts required in Section 300.7, Credit Worthiness and Security Deposits~~Credit Worthiness and Security Deposits~~;
2. The Applicant is not delinquent on a past or present account;
3. The Applicant accepts the terms for membership and rules for service, and provides the Cooperative with information reasonably required to verify the identity of the Applicant;
4. The Applicant provides a billing address or an email address for purposes of billing notification;
5. The Applicant grants the Cooperative easement rights and acquires all necessary easements from adjacent landowners on a form acceptable to the Cooperative for its facilities. All costs and expenses, if any, related to the acquisition of easements to serve the Applicant will be the responsibility of the Applicant, including the Cooperative's costs and expenses if the Cooperative participates in the acquisition of the easements through condemnation proceedings;
6. The Applicant provides a meter loop conforming to the Cooperative's standards and the National Electrical Code (NEC);
7. The Applicant's installation and equipment must not be hazardous or of such type that satisfactory service cannot be given;

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8. The Applicant will grant access to the Cooperative or its authorized contractors or agents at all reasonable hours, or at any hour if for the sole purpose of restoring power, maintaining, upgrading, construction, or repairs of Cooperative Facilities, and perform other activities necessary to provide electrical service, including collection activity and vegetation management that in the opinion of the Cooperative may constitute a hazard to Cooperative personnel or facilities, or to the provision of electrical service. Applicant may ask the authorized contractor or agent to exhibit a photo identification badge to gain access. Failure to provide access to Cooperative Facilities may result in suspension of electrical service; and

9. The Cooperative can provide service from existing Cooperative lines or the Cooperative can build new power lines as detailed in Section 400, Line Extension Policy~~Line Extension Policy~~.

300.9.2 TIMING OF SERVICE

Applications for new electric service not involving line extensions or construction of new facilities will be connected no later than three (3) Business Days after the Applicant has met the credit requirements in Section 300.7, Credit Worthiness and Security Deposits~~Credit Worthiness and Security Deposits~~, and complied with all applicable state and municipal regulations.

300.9.3 SAME DAY SERVICE FEE

If an Applicant or a Member requests same day connection or reconnection due to nonpayment, any time outside of 8:00 am to 5:00 pm on Business Days, the Cooperative will collect a fee for providing service the same day. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.9.4 SERVICE TO RENTAL LOCATION

The Cooperative's preference is for Individual Private Dwellings or Multi-Family Dwellings to be separately metered, and will be subject to all related provisions and fees herein.

Owners, operators, proprietors, or lessors who provide leased or rented units and require continued service during periods of vacancies will be required to make application for electric service for each leased or rented unit and are encouraged to utilize the Landlord Provision. Owners, operators, proprietors, or lessors will be obligated to pay for such service, and are not required to pay an establishment fee each time a vacancy occurs.

Any tenant may request electric service disconnection for their account and the Cooperative will disconnect service as soon as reasonably possible. If an owner, operator, proprietor, or lessor, establishes an account as provided in this section, those people will be obligated to pay for service during any periods of vacancy.

Upon sale of property, the owners, operators, proprietors, or lessors are responsible for notifying the Cooperative to update the account status. The owners, operators, proprietors, or lessors are responsible for all bills at the locations until such time of notice.

300.9.5 REFUSAL OF SERVICE

The Cooperative may refuse to serve an Applicant for any of the following reasons:

1. The Applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given, or the Applicant's facilities do not comply with all applicable state and municipal regulations;

2. The Applicant fails to comply with the Cooperative's Tariff pertaining to operation of nonstandard equipment or unauthorized attachments, which interfere with the service of others.

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The Cooperative will provide the Applicant notice of such refusal and a reasonable amount of time to comply with the Cooperative's Tariff;

3. The Applicant applies for service at a location where another Member has received, or continues to receive, service and the bill is unpaid at that location, and the Cooperative can prove the change in identity is made in an attempt to help the other Member avoid or evade payment of the Cooperative's outstanding bill.

4. The Applicant refuses or fails to permit the Cooperative or its authorized contractor or agents access to Cooperative Facilities whether located either at the Applicant's property or across the Applicant's property;

5. The Applicant owes a debt to the Cooperative for the same kind of service requested;

6. The Applicant refuses to pay a deposit that is required in Section 300.7.3, Deposits and Guarantee Agreements~~Deposits and Guarantee Agreements~~; or

7. The Applicant's guarantor on any account refuses to pay the amount agreed to under a guarantee agreement.

If the Cooperative has refused to serve an Applicant, the Cooperative will inform the Applicant of the reason for its refusal and the Applicant may file a complaint as referenced in Section 300.14.4, Member Complaints~~Member Complaints~~.

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300.9.6 CONTINUITY OF SERVICE

The Cooperative endeavors to provide continuous electric service but makes no guarantees against interruptions. The Cooperative will make all reasonable efforts to prevent interruptions of service. When interruptions occur, the Cooperative will re-establish service within the shortest possible time. If continuous service at a constant voltage is required, the Member must install the necessary equipment. Should Members require three-phase service, they will be responsible for providing and operating such protective equipment as is necessary to protect their equipment from damage resulting from loss of power to one (1) or more phases. If electric service interruption occurs, the Member must determine if the equipment and wiring is functioning properly. Cooperative personnel will not make repairs to Member's wiring or equipment.

The Cooperative will not be held liable for damages caused by interruption, failure to commence delivery, or voltage, wave form, or frequency fluctuation caused by interruption or failure of service or delay in commencing service due to accident or breakdown of plant, lines, or equipment, strike, riot, act of God, order of any court or judge granted in any bona fide adverse legal proceedings, or action or any order of any commission or tribunal having jurisdiction; or, without limitation by the preceding enumeration, any other act or things due to causes beyond its control, to the negligence of the Cooperative, its employee, or contractors, except to the extent that the damages are occasioned by the gross negligence or willful misconduct of the Cooperative.

300.9.7 DISCONTINUATION OF SERVICE

300.9.7.1 VOLUNTARY MEMBER DISCONNECTION

A Member may request disconnection, and the Cooperative will disconnect the service on the date requested by a Member or no later than three (3) Business Days after such date.

300.9.7.2 COOPERATIVE DISCONNECTION

300.9.7.2.1 DISCONNECTION WITH NOTICE

The Cooperative may disconnect service after proper notice, as referenced in Sections 300.11, Billing and Payment~~Billing and Payment~~, and 300.9.1, Conditions of Service, for the following reasons:

1. Failure to pay a bill for Cooperative services or make a payment arrangement by the date of disconnection and the account is delinquent;

2. Failure to comply with the terms of any payment agreement;

3. Failure to pay a deposit when required;

4. Failure to pay a guaranteed amount when required;

5. Violation of the Cooperative's rules on using service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation; or

6. Refusal or failure to permit the Cooperative or its authorized contractors or agents access to Cooperative Facilities, whether located either at the Member's property or across the Member's property, if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation described in the notice; or

7. Paying a delinquent account balance with a check returned to the Cooperative for insufficient funds.

300.9.7.2.2 DISCONNECTION WITHOUT PRIOR NOTICE

The Cooperative may disconnect service without prior notice for any of the following reasons:

1. Where a known dangerous condition exists. Where accessible, given the nature of the hazardous condition, the Cooperative will post a notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected;

2. Where the Cooperative discovers that service is being obtained in any unlawful manner;

3. If required by any official having authority to order such disconnection (where possible with prior notice);

4. Where service is connected without authority;

5. Where service was reconnected without authority after termination for nonpayment; or

6. Where there has been tampering with the Cooperative's equipment or evidence of theft of service.

300.9.7.2.3 DISCONNECTION PROHIBITED

The Cooperative may not disconnect service for any of the following reasons:

1. Delinquency in payment for the Cooperative's service by a previous occupant of the premises;

2. Failure to pay disputed charges, except for the required average billing payment, until a determination as to the accuracy of the charges has been made by the Cooperative and the Member has been notified of this determination; or

3. Failure to pay charges arising from an under-billing due to any faulty metering, unless the under-billing arises from a theft of service by a Member.

300.9.7.2.4 DISCONNECTION DUE TO COOPERATIVE ABANDONMENT

The Cooperative will not abandon a Member or a certified service area without written notice to its Members and all similar neighboring utilities, and approval from the Commission.

300.9.7.2.5 DISCONNECTION OF PAYMENT ASSISTANCE MEMBERS

The Cooperative cannot terminate service to a delinquent residential Member for a billing period in which the Cooperative receives a pledge, letter of intent, purchase order, or other notification that an energy assistance provider is forwarding sufficient payment to continue service.

300.9.7.2.6 DISCONNECTION DURING EXTREME WEATHER

The Cooperative will not disconnect a residential Member on a day when:

1. The previous day's highest temperature did not exceed thirty-two (32) degrees Fahrenheit, or the temperature is predicted to be at or below that level for the next twenty-four (24) hours, according to the local National Weather Service (NWS) reports for the Member's designated territory, eastern or western; or

2. The previous day's highest temperature exceeded one hundred (100) degrees Fahrenheit, or the predicted temperature is to be at or above that level for the next twenty-four (24) hours, according to the local NWS reports for the Member's designated territory, eastern or western.

300.9.7.2.7 DISCONNECTION DURING WEEKEND OR HOLIDAY

The Cooperative will not disconnect a Member on a weekend day or Holiday.

300.9.7.2.8 DISCONNECTION NOTICES

Any disconnection notice issued by the Cooperative to a Member will:

1. Not be issued before the first calendar day after the bill is due, to enable the Cooperative to determine whether the payment was received by the due date;

2. Be a separate mailing, electronic notice, or hand-delivered notice with a stated date of disconnection with the words "disconnection notice" or similar language prominently displayed;

3. Have a disconnection date not less than seven (7) calendar days after the Cooperative issues notice;

4. Be written in English and Spanish; and

5. Include a statement notifying the Member that if they need assistance paying their bill by the due date, or are ill and unable to pay their bill, they may be able to make an alternate Payment Plan, establish an installment plan, or possibly secure payment assistance. The notice will also advise the Member to contact the Cooperative for more information.

300.9.8 SWITCHOVER AND DISCONNECT FEES

In cases where the Cooperative provides electric service to a Member and the Member requests disconnection to obtain electric service from another utility certified to that area, the following rules will apply.

1. The Member will request the Cooperative, in writing, to disconnect electric service from the desired location.

2. The Member will pay the following charges prior to disconnection:

   a. All applicable fees and costs to cover labor and transportation costs involved in the disconnection;

   b. A charge for distribution facilities rendered idle from the disconnection and not useable elsewhere on the system based on the original cost of such facilities less accumulated depreciation, salvage, and any previous CIAC;
   c. A charge for the labor and transportation costs involved in removing any idle facilities. This charge only applies if the disconnecting Member requests removal, if removal is required for safety reasons, or if the salvage value of the facilities does not exceed such removal costs; and

   d. All charges for electric service up to the date of disconnection.

Upon payment of the above charges, the Member will receive a paid receipt from the Cooperative for presentation to the connecting utility.

The Cooperative will advise the Member that the connecting electric utility may not provide service to Member until such connecting utility has evidence that the Member has paid all charges provided for under this tariff.

All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.9.9 RECONNECTION FEE

The Cooperative will assess a fee for reconnection after nonpayment. Service reconnections for nonpayment after business hours are at the Cooperative's discretion. In the event the Cooperative performs any service reconnections for nonpayment after business hours on Monday through Sunday, the Member must pay a non-refundable same day service fee prior to reconnection. This fee is in addition to the past due balance, reconnection fee, deposits and any other fees required. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.9.10 MEDICAL NECESSITY PROGRAM

The Cooperative will maintain a registry of Residential Service locations where people rely on life-sustaining electrical equipment. To be considered for this program a Member must complete, submit and have approved by the Cooperative a Medical Necessity Program Application, Appendix 700.4.

To qualify, the location must house someone diagnosed by a physician in one of the following categories:

1. Chronic – Having been diagnosed by a physician as requiring an electric-powered device to prevent the impairment of major life function. To maintain chronic designation, Members must reapply once a year;

2. Chronic, lifelong – Same as chronic, but does not require annual application;

3. Critical care – Having been diagnosed by a physician as requiring an electric-powered device to sustain life. To maintain critical care designation, Members must reapply once every two (2) years; or

4. Critical care, lifelong – Same as critical care, but does not require biennial application.

When planned outages or service interruptions for nonpayment are scheduled, the Cooperative will attempt advance notice so preparations can be made. This Program does not guarantee priority electric service restoration, and locations registered in the program are not exempt from planned service interruptions, nor are registered Members exempt from their financial responsibilities or from the termination of service.

300.9.11 CRITICAL LOAD PROGRAM

The Cooperative will maintain a registry of non-residential service locations that can be classified as public safety, industrial, or natural gas infrastructure. To be considered for this program a Member must complete, submit, and have approved by the Cooperative a Critical Load Program Application.

To be considered, the location must fall into one of the following categories:

2. Public Safety – A Member for whom electric service is considered crucial for the protection or maintenance of public safety, including but not limited to hospitals, police stations, fire stations, and critical water and wastewater facilities.

3. Industrial – An industrial Member for whom an interruption or suspension of electric service will create a dangerous condition or significant disruption on the member's premises.

4. Natural gas infrastructure – A Member that supports natural gas-fired generation, including gas control center or gas compressor plant.

When planned outages or service interruptions for nonpayment are scheduled, the Cooperative will attempt to provide advance notice so preparations can be made. For unplanned outages, the Cooperative will prioritize Critical Load Program participants for restoration as much as practicable. This Program does not guarantee priority electric service restoration, and locations registered in the program are not exempt from planned service interruptions, nor are registered Members exempt from their financial responsibilities or from the termination of service.

300.9.12 RECORD OF INTERRUPTION

The Cooperative will keep records of sustained interruptions. Where practical, the Cooperative will keep a complete record of all momentary interruptions. These records will show the type of interruption, the cause for the interruption, the date and time of the interruption, the duration of the interruption, the number of Members interrupted, the substation identifier, and the transmission line or distribution feeder identifier. The Cooperative will retain records of interruptions for five (5) years.

300.10 EMERGENCY OPERATIONS PLAN

The Cooperative will maintain an emergency operations plan as required by the Commission.

300.11 BILLING AND PAYMENT

Once service has been established, Members will begin to receive bills on a recurring monthly basis per the billing cycle selected. The billing date will be posted on the Member's bill and refers to the date the bill has been generated. Service dates are included and refer to the days of service within that billing period. The payment due date is provided on the billing statement accompanied with the total amount due. The payment due date will not be less than sixteen (16) calendar days after the bill has been generated. The word "estimated" will be shown prominently displayed on a bill, if necessary, to identify an estimated bill. The Cooperative may submit estimated bills for good cause provided an actual meter reading is unavailable. Payments will be considered delinquent if not paid by the due date as stated on the monthly bill provided.

300.11.1 BILLING RECORDS RETENTION

The Cooperative maintains monthly billing records for each account for at least three (3) years after the mailed bill date. The billing records will contain sufficient data to reconstruct a Member's billing for a given month. Members may request copies of their account's billing records.

300.11.2 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 (7) calendar days from the date of the delinquent notice.

Members may arrange a Payment Plan with the Cooperative to prevent disconnection for non-payment of a delinquent account.

300.11.3 PAYMENT PLANS

300.11.3.1 PRE-PAID PAYMENT PLAN

This plan allows Members to deduct the costs for electric service from a credit on the account placed in advance of usage. Members enrolled in this option agree to an automatic service disconnection when their account reaches a zero (0) debit balance or more.

Applicability

This plan is available to Members enrolled in a residential service rate with a remote connect/disconnect enabled meter. This payment option may not be combined with an Installment Plan or any other Payment Plan. Members enrolled in time-of-use, interconnect, or community solar rate are ineligible for this payment option. Additionally, Members with three-phase service, participating in the advanced metering opt-out program, on the medical necessity program, or in the critical load program, are ineligible for enrollment.

Members with an outstanding account balance must bring their balance to zero (0) or agree to an arrangement for payment of the outstanding balance prior to enrollment. If the Member enters into an arrangement for payment, PEC will apply fifty percent (50%) of every payment to the outstanding balance and fifty percent (50%) to the pre-paid account balance until the Member pays the outstanding balance in full. Once enrolled, Members may not enter into a subsequent arrangement for payment of an outstanding account balance.

Requirements

To qualify for this option, Members must:

1. Have a valid email account or phone number to receive notifications;

2. Consent to receive notifications regarding this payment option, including electronic mail or messages, phone messages or texts, at any electronic mail address or phone number provided to the Cooperative;

3. Agree to update contact information upon any changes to such information; and

4. Have a remote connect/disconnect enabled meters installed at the service location.

Plan Details
Member Agreement – Upon enrollment, Member agrees to all terms and conditions of this option.

Initial Balance – A minimum credit balance of twenty-five dollars ($25.00) will be required upon enrollment in this option. Existing Members may apply deposit funds towards the minimum credit balance.

Deposits – Members enrolling in this option with credit worthiness are not required to post an account deposit. If an Applicant's or existing Member's credit has not been demonstrated satisfactorily to the Cooperative, a fifty-dollar ($50.00) deposit will be required.

The Cooperative may apply any portion of a Member's existing deposit to pre-paid account balance.

Notices – The Cooperative provides Members with Member-controlled and system generated notices regarding their pre-paid account balance and electric service connection status. Members may elect to receive notices via phone call, email, or text message. The Cooperative provides a system-generated low balance notice when the account balance becomes less than ten dollars ($10.00). Members are responsible for setting up their own Member-controlled notices via the Cooperative's online account management system.

Disconnections – Section 300.9.7, Discontinuation of Service~~Discontinuation of Service~~, other than Section 300.9.7.2.7, Disconnection during Weekend or Holiday, will not apply to Members on this option. Disconnections take place when the Cooperative sends the depleted balance notice, which is the last notice provided.

Rates and Fees – Membership and establishment fees apply to Members enrolled in this option. Members on this option will not be subject to same day service fees, late, or reconnection fees. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~. Rates apply as per Section 500, Rates~~Rates~~, with the exceptions listed below.

1. The service availability charge will be converted to a daily rate; and

2. Service availability charges will continue to accrue daily on connected meter, even if energy consumption does not occur.

Reconnection – Once the required payment posts to the account, reconnection takes place. The payment must cover:

1. All balances owed for services provided;

2. Amounts agreed upon in Payment Plan if applicable; and

3. The required minimum credit balance of twenty-five dollars ($25.00). Pre-paid accounts may not enter into an outstanding balance Payment Plan to achieve reconnection. All acceptable forms of payment that cover the amounts listed above will result in reconnection.

If a Member terminates service or the account disconnects for nonpayment and remains disconnected for seven (7) Business Days, the Cooperative will settle and final bill the account.

Billing; Late Payment Processing Fees; Transfers of Delinquent Balances and Record Retention – Sections 300.9.12 through 300.11.1 do not apply to Members on this option except for Section 300.11.10, Transfers of Delinquent Balances~~Transfers of Delinquent Balances~~.

Cancellation – A Member may choose to convert the account to another payment option at any time. The Member or the Cooperative may cancel enrollment on this option upon notification to the other party. Upon cancellation, the accumulated balance of the Member's account will become due and payable.

300.11.3.2 INSTALLMENT PLAN

This plan is an agreement between the Cooperative and a residential Member that allows the Member to pay installments that extend beyond the due date of the next bill. The Cooperative may offer this plan to any residential Member who has expressed an inability to pay and meets the criteria specified in the Cooperative's Tariff and has not been delinquent more than once in the last twelve (12) months.

The Member will pay the current bill each month, plus the agreed upon portion of the amount deferred. Failure to fulfill the terms of the agreement will result in discontinuance of service and all amounts owed will become due immediately.

The Cooperative may decline to offer this plan if, in the Cooperative's judgment, the Member is lacking sufficient credit or satisfactory history to warrant further extension of credit or if the Member has failed to provide complete, accurate, and verifiable identification information when requested by the Cooperative.

Plan Details

1. This plan may be established in person or by telephone;

2. This plan must be put in writing and provided to the Member;

3. This plan must allow for the delinquent amount be paid in negotiable installments;

4. This plan must state the length of time covered by the plan, the total amount to be paid, and the specific amount of each installment;

5. This plan must permit the Member or the Cooperative to initiate a renegotiation of the installment plan if the Member's circumstances change substantially during the time of the plan;

6. This plan must allow the Cooperative to disconnect service if the Member does not fulfill the terms of the installment plan, and will state the terms for disconnection;

7. This plan may not be offered more than once per year; and

8. This plan offered by the Cooperative will state in boldface type the following:

   "If you are not satisfied with this agreement or if agreement was made by telephone, and you feel this document does not reflect your understanding of that agreement, contact the Cooperative immediately. If you do not contact the Cooperative, you may give up your right to dispute the amount due under the agreement except for the Cooperative's failure or refusal to comply with the terms of this agreement."

300.11.3.3 FIXED PAYMENT PLAN

This plan allows a Member to pay a fixed amount per month based on twelve (12) months total billings. A true up and recalculation will be required no more than every twelve (12) months. Upon such true up and recalculation, the Cooperative will either credit or debit from the account as applicable any overpayments or underpayments. The Cooperative will add the amount of any underpayment to the amounts due. The Cooperative will deduct the amount of any overpayment from any amounts owed.

This plan applies to the Residential Service only. Members may enroll anytime with participation beginning with the first bill rendered after enrollment. Either the Member or the Cooperative may cancel the plan upon notification to the other party. Upon cancellation, any accumulated balance of the Member's account will become due and payable, or if a credit will be applied to the Member's account. The Cooperative may decline to offer this 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.

300.11.3.4 AVERAGE PAYMENT PLAN

This plan allows a Member to pay a rolling twelve (12) month average. This plan applies to Residential Service only. Members may enroll in this plan anytime with participation beginning with the first bill rendered after enrollment. Either the Member or the Cooperative may cancel the plan upon notification to the other party. Upon cancellation, any accumulated balance of the Member's account will become due and payable, or if a credit will be applied to the Member's account. The Cooperative may decline to offer this 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.

300.11.3.5 CREDIT CARD PAYMENT PLAN

This plan allows Members to authorize the Cooperative to process a monthly payment through their payment card. The amount processed will be for the full balance due each month and will be processed automatically on the bill due date.

300.11.3.6 BANK DRAFT PAYMENT PLAN

This plan allows Members to authorize the Cooperative to process a monthly payment by drafting a checking account. The amount drafted will be for the full balance due each month and will be drafted automatically on the bill due date.

300.11.4 LATE PAYMENT PROCESSING FEES

Until the Cooperative receives the payment, bills are considered unpaid; a payment is delinquent if not received at the Cooperative by the due date shown on the bill.

Residential accounts not paid by the due date may be assessed a fee to cover the cost of processing late payments. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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, not paid by the due date may be assessed a fee to cover the cost of processing late payments. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

Any governmental entity asserting eligibility to receive bills 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. All bills rendered to state agencies or other governmental entities that the Cooperative approves subject to Texas Government Code Chapter 2251, will be in accordance with that statute.

300.11.5 LOAN LATE FEES

Payment for a consumer loan to a Member with the Cooperative not paid by the due date may be assessed a late payment fee after ten (10) calendar days of non-payment. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.11.6 RETURNED CHECK / DENIED BANK DRAFT / DENIED CREDIT CARD

If a check for payment is returned, the Cooperative will debit a Member's account for the amount on each returned check, plus a returned check fee. If a payment is denied through an account setup for automatic payment bank draft, the Cooperative will debit the Member's account for the denied amount, plus a non-sufficient funds fee. If a payment is denied through an account setup for automatic credit card draft, the Cooperative will not post payment and an alternate form of payment must be arranged by the Member. If the Member pays a delinquent account balance and the check returns to the Cooperative for insufficient funds, the Cooperative will proceed to disconnect the Member's account. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.11.7 PAYMENT DEADLINE EXTENSION

Upon request of a Residential Member, and at the Cooperative's discretion, the Cooperative may extend without penalty the payment date until the twenty fifth (25th) calendar day after the bill is issued.

300.11.8 PAYMENT DEADLINE EXTENSION FOR ELDERLY RESIDENTIAL MEMBERS

Upon request of a Residential Member sixty (60) years of age or older, the Cooperative will extend without penalty the payment date until the twenty fifth (25th) calendar day after the date the bill is issued. The Cooperative may require the Member requesting the extension to present reasonable proof of age.

300.11.9 NON-PAYMENT DISCONNECT AND RECONNECT FEE

A fee will be charged if the Cooperative dispatches a service representative to collect a delinquent bill. This 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.

All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.11.10 TRANSFERS OF DELINQUENT BALANCES

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, and identify the delinquent balance and specific account as such on the bill.

300.12 VOLTAGE DESIGNATIONS

The Cooperative will deliver electric power and energy at one of the Cooperative's standard voltages. Non-standard service may be available if requested but only if the Cooperative determines such service is feasible, and the Applicant agrees to pay any additional cost to the Cooperative for delivering such non-standard service.

The Cooperative adopts the following standard voltages for electric service distribution:

Standard Service	
Single Phase	Three Phase
120 / 240 V	120 / 208 V (wye)
	277 / 480 V (wye)

Non-Standard Service	
Single Phase	Three Phase
*7,200 V	120 / 240 V (delta)*
*14,400 V	480 V (delta)*
	1,328 / 2,300 V (wye)*
	2,300 / 4,160 V (wye)*
	7,200 / 12,470 V (Primary Service)*
	14,400 / 24,900 V (Primary Service)*

Transmission Service	
Single Phase	Three Phase
	69,000 V
	138,000 V

*These voltages are available at the Cooperative's discretion.

These voltage designations are nominal design voltages. The Cooperative maintains actual normal delivery voltages so far as practicable within variations permitted by industry standards. Members are encouraged to obtain the phase and voltage of the service available from the Cooperative before committing to the purchase of motors or other equipment.

300.13 MEASUREMENT AND METERING OF SERVICE

300.13.1 METERING REQUIREMENTS

Use of meter – Except where otherwise provided by the applicable rate schedule or contract, the Cooperative charges all electricity consumed or demanded by the Member by meter measurements.

Installation – The Cooperative will provide, install, own, and maintain all meters necessary for the measurement of electric energy to its Members.

Standard type – All meters will meet industry standards. Special meters used for investigation or experimental purposes are not required to conform to these standards.

Location of meters – Meters and service switches in conjunction with the meter will be installed in accordance with the latest revision of American National Standards Institute ("ANSI"), Incorporated, Standard C12 (American National Code for Electricity Metering), and will be readily accessible for reading, testing, and inspection, where such activities will cause minimum interference and inconvenience to the Member.

Member will provide, without cost to the Cooperative, at a suitable and easily accessible location:

1. Sufficient and proper space for installation of meters and other apparatus of the Cooperative;
2. Meter socket;
3. Meter loop;
4. Safety service switches when required; and
5. An adequate anchor for service drops.

Where the meter location on the Member's premises changes at the request of the Member or due to alterations on the Member's premises, the Member will provide and have installed at their expense, all wiring and equipment necessary for relocating the meter.

Accuracy requirements – The Cooperative will not place in service or leave in service any meter that violates the test calibration limits as set by ANSI. Whenever a meter violates limits on installation, periodic, or other tests, the Cooperative will adjust or exchange it.

The Cooperative adjusts meters, as closely as practicable, to the condition of the limits as set by ANSI.

300.13.2 METER RECORDS

The Cooperative will keep the following records:

Meter equipment record – The Cooperative will keep a record of all of its meters, showing the Member's address and date of the last test. For special meters used for investigation or experimental purposes, the record will state the purpose of the investigation or experiment.

Records of meter tests – The Cooperative will properly reference all meter tests completed on the meter record. The record of each test completed at the service location will show the identifying number, constants of the meter, standard meter, and measuring devices used. Additionally, records will provide the test date, type of test performed, name of technician, level of accuracy (or percent error) at each load tested, and sufficient data to permit the verification of test results.

300.13.3 METER READINGS

Meters are read by the Cooperative on regular monthly intervals.

300.13.4 METER TESTING

Meter tests prior to installation – The Cooperative will establish the accuracy of every meter prior to its permanent installation. Unless the Cooperative has already tested a meter within the last twelve (12) months, the Cooperative will test and adjust any meter removed and/or replaced from service.

Testing of meters in service – Meter test periods for all types of meters will conform to the latest edition of ANSI Standard C12 unless specified otherwise by the Cooperative. The Cooperative, upon the request of a Member, will test the accuracy of the Member's meter. If the Cooperative or an authorized agency tests a meter at the Member's request and the Member request a new test within a period of four (4) years, the Cooperative will charge a meter test fee to the Member. The fee must be paid prior to fulfilling the request. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

Following the completion of any requested test, the Cooperative will advise the Member of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

300.13.5 ADJUSTMENTS DUE TO METER ERRORS

If the Cooperative finds any meter to be out of compliance with the accuracy standards, the Cooperative will render corrected readings and adjust bills for the period of over-billing or under-billing as described herein in Section 300.11, Billing and Payment~~Billing and Payment~~.

No refund is required from the Cooperative except to the Member last served by the meter prior to the testing.

If a meter is found to not register for any period, the Cooperative will estimate and charge for units used, but not metered for the under-billed period as described herein in Section 300.14.1.1, Under-Billing~~Under-Billing~~. The Cooperative estimates charges based on amounts used under similar conditions during the period preceding or subsequent to the period the meter was found not to register, or during corresponding periods in previous years.

300.13.6 ADVANCE METERING OPT OUT PROGRAM

This program only applies to residential accounts (excluding residential accounts with interconnection agreements or proprietor accounts). A Member may request to opt out from use of the Cooperative's advanced meter at a service location. The Cooperative may grant such request subject to certain qualifications and conditions.

300.13.6.1 METER EXCHANGE FEE

The Cooperative will charge a fee for any meter exchange at any service location already equipped with an advanced meter. Any Member participating in this program for new service locations will be required to pay the Cooperative's establishment fee. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.13.6.1.1 METER READINGS AND METER READING FEE

Members may qualify for a monthly or quarterly reading schedule. For Members on a monthly reading schedule, monthly fees will apply and the Cooperative will use the Member's energy consumption history to estimate the monthly bill calculation. The Cooperative will adjust any under-billing or over-billing resulting from the quarterly meter readings after the Cooperative acquires a new meter read.

A Member participating on a monthly reading schedule may request a quarterly reading schedule if the Member has:

1. Paid all bills for service during twelve (12) consecutive months;
2. Not been disconnected for nonpayment;
3. Not had a delinquent payment more than once; and
4. Not had a check returned more than once.

For Members on a quarterly reading schedule, monthly fees will apply and the Cooperative will use the Member's energy consumption history to estimate the monthly bill calculation. The Cooperative will adjust any under-billing or over-billing resulting from the quarterly meter readings after the Cooperative acquires a new meter read.

The Cooperative will charge a fee to each Member participating in this program each month for non-standard manual meter readings by the Cooperative and for processing of such readings for each service location. An additional per mile charge will apply for service locations further than thirty (30) miles from nearest area office. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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300.13.7 METER TAMPERING; THEFT OF ELECTRIC SERVICE

Meter tampering is a criminal offense. Meter tampering includes but is not limited to: bypassing the meter or other instances of diversion, such as physically disorienting the meter; attaching objects to the meter to divert or bypass service; inserting objects into the meter; and other electrical and mechanical means of tampering with, bypassing, or diverting electrical service.

The Cooperative will charge a fee plus all applicable charges for the estimated energy consumption where meter tampering occurred. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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Furthermore, the Cooperative may choose to file criminal charges against any Person, including any of its Members, when there is evidence of the following:

1. Interference with and/or tampering with any of the Cooperative's equipment, including, without limitation, one (1) or more of its meters (Section 28.03 of the Penal Code of the State of Texas) or any other circumstance listed in this Tariff; and/or
2. Theft of electric service (Section 31.04 of the Penal Code of the State of Texas).

The Cooperative may charge the Member for all labor, material, and equipment necessary to repair or replace all equipment damaged due to meter tampering or bypassing or other service diversion, and other costs necessary to correct service diversion where there is no equipment damage, including incidents where service is reconnected without authority. The Cooperative must provide an itemized bill to the Member of such charges. The Cooperative may also estimate and bill the Member for electric service over the entire period of meter tampering and all labor cost associated with rectifying the offense.

300.13.8 METER TEST FEE

Upon request, once every four (4) years, a Member may receive a meter test at no charge. If a Member asks for an additional meter test and the meter is found to be in compliance with ANSI standards, a fee will be incurred. If the meter is found to be out of compliance with the applicable

ANSI standard, the Cooperative will not charge a fee to the Member. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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300.14 DISPUTE RESOLUTION

In the event of disputes between a Member and the Cooperative regarding any bill for electric service, the Cooperative will investigate the circumstances and report the results to the Member. If the dispute remains, the Member may meet with a Cooperative representative to resolve it. If unresolved, the Cooperative will advise the Member of the Member complaint procedures of the Cooperative. If the Member files a complaint with the Cooperative, the Cooperative will not disconnect a Member's service for nonpayment of the disputed portion of the bill before the Cooperative completes its supervisory review and informs the Member of its determination. Members are obligated to pay billings that are not disputed and not under review.

300.14.1 BILLING DISCREPANCIES OR ADJUSTMENTS

If a Member is billed for charges erroneously per the Tariff or if the Cooperative fails to bill a Member for services, then the Cooperative will calculate, adjust, and apply all applicable charges in the manner described herein.

300.14.1.1 UNDER-BILLING

If the Member's account is under-billed, the Cooperative may back bill the Member for the amount that was under-billed no more than 6 months from the date the error discovered unless the under-billing is a result of theft of service by the Member.

An installment plan may be available for any periods of under-billing except for such periods resulting from meter tampering, bypass, diversion, or other similar circumstance.

300.14.1.2 OVER-BILLING

If the Member's account is over-billed, the Cooperative will adjust the Member's bill accordingly for the entire over-billed period.

300.14.2 POWER FACTOR ADJUSTMENT

The Cooperative may adjust Capacity Demand Charges or Peak Demand Charges if the power factor is lower than ninety seven percent (97%). Measured capacity (kW) may be increased by one percent (1%) for each one percent (1%) by which the power factor is less than ninety seven percent (97%) lagging for a period of fifteen (15) consecutive minutes.

300.14.3 REFUNDS

Upon closure of an account, the Cooperative will issue the Member a refund check for credit balances of five dollars ($5.00) or more. The Cooperative only issues refunds on credit balances of less than five dollars ($5.00) upon verbal request by the account holder. The Cooperative will transfer any amounts not refunded in accordance with the Unclaimed Property Policy of the Cooperative.

300.14.4 MEMBER COMPLAINTS

The Cooperative has established procedures to address all complaints from Members. A Member or Applicant may file a complaint in person, by letter, on the website, or by telephone with the Cooperative.

If an employee of the Cooperative cannot immediately resolve a complaint, the employee will forward the information collected to a supervisor or manager. The employee's supervisor or manager will review the complaint and related information, and he or she will advise the complainant of the results within five (5) Business Days of the complaint. The Cooperative will investigate the Member complaint, and will report the results to the complainant. If dissatisfied, the

complainant may file a written complaint with either the Cooperative's Chief Executive Officer or designee of the Chief Executive Officer. Under their direction, a three (3) Member management team will review the complaint. The Cooperative will advise the complainant of the results within ten (10) Business Days of the written complaint.

The Cooperative will not disconnect service before completion of the review. If the Member chooses not to participate in a review, the Cooperative may disconnect service provided it issues proper notice under the corresponding disconnect procedures.

400 LINE EXTENSION POLICY

400.1 OVERVIEW

The Cooperative will extend electric service to an Applicant in accordance with the following line extension provisions. Each provision in this Tariff classifies the predominant type of electric service or use anticipated on the Applicant's premises and specifies conditions under which a line extension may be made. For each location where electric service is desired, the Applicant's classification for electric service will be determined by the Cooperative.

Electric service will not be provided and no work to extend electric service will be performed until the Applicant has met all requirements within this Tariff for extension of service including, without limitation, routing, underground service requirements, if applicable, and paid any and all fees or charges associated with the provision of electric service. This may include, but is not limited to, membership fees, establishment fees, deposits, system impact fees, CIAC, and/or planning design fees.

If facilities must be constructed, the Cooperative will provide an estimated completion date and a Cost Calculation or Development Cost Calculation for all charges to extend electric service. The requests for new electric service requiring construction should be completed within ninety (90) calendar days of fulfilling all applicable requirements, unless delayed by a cause beyond the reasonable control of the Cooperative, or unless a different time period is agreed to by the Applicant and the Cooperative.

The Applicant must comply with all requirements in Section 300.9.1, Conditions of Service. All applicable provisions of the Tariff, and standards and specifications of the Cooperative for construction, to receive electric service.

The Line Extension Policy provisions are subject to change by the Board of Directors.

400.2 RESIDENTIAL SERVICE

APPLICABILITY

To qualify for an extension under this section, the Applicant and the location where the Applicant is requesting electric service must comply with the following provisions:

1. The location must be an Individual Private Dwelling, Multi-Family Dwelling, personal recreational vehicle, hunting cabin, barn, shop, water well, gate opener, Member-owned lighting system, or other residential installations.

2. If the Applicant is developing a residential subdivision or mixed-use development with Individual Private Dwelling(s) or Multi-Family Dwelling(s), the Applicant must comply with all requirements under Section 400.3, Residential Developments, and have paid the CIAC required under that section.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Cost Calculation to the Point of Delivery based on its then current unit material and labor costs, and in accordance with the Cooperative's current standards and specifications.

The Applicant will be required to pay all costs per meter that qualifies under this section for the cost to extend electric service to the Point of Delivery as a CIAC prior to construction. The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Cost Calculation will be at the sole expense of the Applicant.

400.3 RESIDENTIAL DEVELOPMENTS

APPLICABILITY

To qualify for an extension pursuant to this section, the Applicant and the residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is platted and recorded in the appropriate county with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent Individual Private Dwelling(s) or Multi-Family Dwelling(s) or a preliminary plat plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or residential development;

2. The development has been approved by all relevant governing agencies; and

3. The Applicant will provide at no cost to the Cooperative:
   a. Easements granted on the Cooperative's standard form; for the Cooperative's construction, installation, maintenance, operation, replacement and/or repair of Cooperative Facilities in a form satisfactory to the Cooperative;

   b. Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed;

   c. Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

   d. An "Approved-for-Construction" Plan by a municipality or county or other authority having jurisdiction.

4. The Cooperative is not and will not be obligated to provide designs or Development Cost Calculations to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Development Cost Calculation for the electric facilities adequate to serve all prospective Individual Private Dwelling(s) or Multi-Family Dwelling(s) in the residential development. The Cooperative will determine the Development Cost Calculation based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service. The Applicant will bear the cost of the facilities, identified in this section, required for the electric distribution system within the residential subdivision or development as determined in the Development Cost Calculation and will pay such costs in advance of construction.

The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Development Cost Calculation will be at the sole expense of the Applicant.

To the extent that an individual Applicant requests electric service within a residential subdivision, such Applicant must request electric service pursuant to the requirements of Section 400.2, Residential Service, and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

To the extent that any commercial facilities associated with a residential development are required, an Applicant must request electric service pursuant to the requirements of Section 400.4, Non-Residential Service, for those commercial facilities and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

The Cooperative will install all Cooperative Facilities required within the limits of the residential subdivision or development based on its necessary load requirements on its schedule but prior to the provision of electric service to any individual Applicants.

400.4 NON-RESIDENTIAL SERVICE

APPLICABILITY

To qualify as an extension under this section, the Applicant and the location where an Applicant is requesting electric service must comply with the following provisions:

1. The location must be a commercial or industrial installation not classified under Section 400.2, Residential Service~~Residential Service~~, or 400.3, Residential Developments~~Residential Developments~~.

2. If the Applicant is developing a non-residential development or mixed-use development, the Applicant must comply with all requirements under Section 400.5, Non-Residential Developments, and have paid the CIAC required under that section.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Cost Calculation to the Point of Delivery based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The Applicant will be required to pay all costs per meter that qualifies under this section for the cost to extend electric service to the Point of Delivery as a CIAC prior to construction. The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Cost Calculation will be at the sole expense of the Applicant.

The Cooperative will exercise prudent judgement in determining the conditions under which a specific line extension will be made for an Applicant with a load greater than one thousand (1,000) kW. This may include, but is not limited to, CIAC, contract minimums, service specifications, and/or other contract terms, arrangements, or conditions deemed reasonable by the Cooperative.

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400.5 NON-RESIDENTIAL DEVELOPMENTS

APPLICABILITY

To qualify for an extension pursuant to this section, the Applicant and the non-residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is platted and recorded in the appropriate county with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent commercial, industrial, retail, and/or office use or a preliminary plat plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or non-residential development;

2. The development has been approved by all relevant governing agencies; and

3. The Applicant will provide at no cost to the Cooperative:

    a. Easements granted on the Cooperative's standard form; for the Cooperative's construction, installation, maintenance, operation, replacement and/or repair of Cooperative Facilities in a form satisfactory to the Cooperative;

    b. Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed;

    c. Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

    d. An "Approved-for-Construction Plan" from a municipality or county or other authority having jurisdiction.

4. The Cooperative is and will be not obligated to provide designs or Development Cost Calculations to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Development Cost Calculation to serve all prospective units in the non-residential development. The Cooperative will determine the Development Cost Calculation based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Applicant will bear the cost of the electric facilities, identified in this section, required for the electric distribution system within the non-residential development as calculated in the Development Cost Calculation and will pay such costs in advance of construction.

The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Development Cost Calculation will be at the sole expense of the Applicant.

To the extent that an individual Applicant requests electric service within a non-residential development, such Applicant must request electric service pursuant to the requirements of Section 400.4, Non-Residential Service, and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

The Cooperative will install all Cooperative Facilities required within the limits of the non-residential development based on its necessary load requirements on its schedule but prior to the provision of electric service to any individual Applicants.

400.6 PRIMARY LEVEL SERVICE

APPLICABILITY

To receive Primary Level Service, the following requirements must be met and agreed to:

1. The Applicant must execute an agreement, per Section 700.7, Primary Level Service Agreement~~Primary Level Service Agreement~~, with the Cooperative;

2. The Applicant must procure, at the sole expense of the Applicant, all facilities and equipment, including but not limited to transformers, poles, and conductors required to take electric service at primary level voltage as required by Cooperative's design specifications;

3. The Applicant must assume all responsibility for furnishing, installing, constructing, owning, maintaining, and operating all Member-owned facilities beyond the Point of Delivery;

4. The costs for any upgrade, addition, or change in configuration to existing Member-owned or Cooperative Facilities will be at the sole expense of the Applicant;

5. All Member-owned facilities must be tagged and identified;

6. The Applicant must agree to submit an as-built facilities sheet to the Cooperative within thirty (30) days of completed construction;

7. The Applicant must agree to submit any new load and/or facilities additions to the Cooperative to assess existing facilities capacity and conduct any engineering studies required to serve the new load; and

8. All Member-owned installations will be in accordance with the National Electric Safety Code (NESC) and NEC standards.

The Cooperative reserves the right to deny Primary Level Service to a Member or Applicant if the Cooperative determines such service may have an adverse impact on the Cooperative's Delivery System or service provided to another Member.

POINT OF DELIVERY

The Point of Delivery will be at the primary meter on an overhead primary pole or an underground metering enclosure.

400.7 UNDERGROUND SERVICE

The following provisions for the extension of underground electric service are in addition to the standard provisions established in the prior sections.

UNDERGROUND FACILITIES FOR SERVICES – RESIDENTIAL OR NON-RESIDENTIAL

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Underground electric primary and secondary lines to serve any Applicant may, by agreement with the Cooperative, be provided subject to the other requirements in this Policy.

In addition, when receiving underground electric service, an Applicant will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, secondary services as determined by the Cooperative, all conduit, and any and all other facilities deemed necessary by the Cooperative.

In all cases, any underground secondary service lines from a meter to the Applicant's main disconnect switch or service center will be installed and maintained by the Applicant, and the Cooperative will have no responsibility or liability in connection therewith.

UNDERGROUND FACILITIES FOR DEVELOPMENTS – RESIDENTIAL OR NON-RESIDENTIAL
Where an Applicant requests the construction of underground electric facilities within a platted residential subdivision or non-residential development, the Applicant will bear the cost of the underground electric system adequate to serve all prospective units in the subdivision or development as determined by the Cooperative. The Applicant will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, all conduit, and any and all other facilities deemed necessary by the Cooperative, adequate to serve all prospective units in the subdivision or development and all other prospective members who may require electric service from said underground system.

400.8 STANDARD DELIVERY SERVICE AND FACILITIES

The Cooperative's standard delivery system facilities consist of the overhead or underground distribution facilities necessary to provide electric service through a single-phase or three-phase source to the Point of Delivery, at one of the Cooperative's available standard voltages.

The Cooperative standard delivery system permits 7.2/12.47 kV (12.5 kV) and 14.4/24.9 kV (25 kV), three-phase or single-phase, grounded-neutral Primary Level Service on its electric distribution system and secondary service is provided through transformers connected in a wye-wye configuration.

All Standard Delivery System Line Extension requests and associated costs will be in accordance with this Policy.

400.9 NON-STANDARD DELIVERY SERVICE AND FACILITIES

Non-standard delivery service and facilities include, but are not limited to, facilities necessary to provide service at a non-standard voltage, dual feed, automatic and manual transfer switches, service through more than one Point of Delivery, redundant facilities, non-standard metering and facilities in excess of those normally required for service under the Cooperative's standard delivery service and facilities. The Cooperative will determine what equipment is classified as non-standard and include this information on the Cost Calculation or the Development Cost Calculation.

Applicants requesting non-standard facilities will be responsible for all costs associated with the engineering, installation, maintenance, and material costs required to provide and maintain these non-standard facilities. An Applicant or Member may request non-standard equipment be removed. All costs for removal, and any other costs to make the system qualify for under standard delivery service, will be the sole responsibility of the Member or Applicant in advance.

All non-standard facilities will be operated by the Cooperative. Neither a Member nor an Applicant may perform service or maintenance to equipment located on the Cooperative's Delivery System.

The Cooperative reserves the right to convert or deny non-standard facilities installations if the Cooperative determines that such service may have an adverse impact on the Cooperative's Delivery System or service provided to another Member.

400.10 ROUTING

In all cases, the line extension will be constructed within private easements granted on the Cooperative's standard form; at the sole discretion of the Cooperative, the Cooperative may construct line extensions within public utility easements, or public right-of-way or other agreements. The line extension will be constructed along a route that is reasonably accessible during all weather conditions as determined by the Cooperative. Cooperative Facilities will not be installed along the backs of lots or in areas deemed inaccessible or hazardous by the Cooperative.

The Applicant will be responsible for the clearing of any and all private easements or public utility easements required for the construction of the line extension on its property and removing of such obstructions as interfere with the efficiency of the electric system. All clearing will be performed to the Cooperative's specifications. The Cooperative may clear private easements or public utility easements or public right-of-way in certain instances. If the Cooperative or its agent clears private easements or public utility easements or a public right-of-way the cost will be included in the Cost Calculation or Development Cost Calculation.

400.11 AREA LIGHTING

In underground installations, the Applicant requesting area lighting under Section 500.3.6.1, Unmetered Lighting Device Service, will be responsible for providing and installing all lighting infrastructure, including but not limited to trench and associated backfill, lighting post, concrete work, secondary service conductors, and conduit.

In overhead installations, the Cooperative will provide secondary service conductor to serve overhead area lighting fixtures owned by the Cooperative under Section 500.3.6.1, Unmetered Lighting Device Service, without charge to the Applicant.

In either type of installation, for any additional Cooperative Facilities needed for area lighting, the Applicant will be required to pay any costs as a CIAC prior to construction.

400.12 UNMETERED NON-RESIDENTIAL SERVICE

The Cooperative at its sole discretion will determine if an Applicant may be served under this section.

In underground installations, the Applicant requesting facilities to provide electric service to unmetered non-residential installations, as determined by the Cooperative, will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, secondary services as determined by the Cooperative, all conduit, and any and all other facilities deemed necessary by the Cooperative.

In overhead installations, the Cooperative will provide secondary service conductor for the unmetered non-residential installation, and the Applicant will be responsible for providing and installing all other infrastructure.

In either type of installation, for any additional Cooperative Facilities needed for unmetered non-residential, the Applicant will be required to pay any costs as a CIAC prior to construction.

400.13 NON-PERMANENT SERVICE

In any circumstance where the need for electric service is not permanent, the Applicant will pay one hundred percent (100%) of the cost of installation and removal of all necessary electric service facilities and equipment before any construction begins.

400.14 SERVICE UPGRADES TO EXISTING COOPERATIVE FACILITIES

The cost for any upgrade, addition, or change in configuration of existing Cooperative Facilities will be at the sole expense of the Applicant. Service upgrades to existing Cooperative Facilities include, but are not limited to, any upgrades related to interconnecting a Member's Distributed Generation resource that operates in parallel to the Cooperative's Delivery System.

400.15 SYSTEM IMPACT FEE

A non-refundable charge will be collected for extending electric service to a new service location. This amount represents a contribution to the Cooperative's system cost associated with substation and electric distribution backbone facilities and is in addition to any amount due for the line extension. All fee amounts are per Section 500.4, Fee Schedule.

400.16 PLANNING REDESIGN FEES

An Applicant's Line Extension Cost Calculation or Development Cost Calculation includes delivery of one (1) design and project cost quotation to the Applicant. Thereafter, if the Applicant desires to make changes to the design, that requires a redesign, the Cooperative may charge the Applicant in advance for the redesign, including, but not limited to, labor and applicable overhead for design, engineering, staking, inspections, administrative, and other incurred related expenses. All fee amounts are per Section 500.4, Fee Schedule.

400.17 AFTER-HOURS SERVICE

If an Applicant requests after-hours service, the Applicant will pay the additional cost incurred by the Cooperative to provide after-hours service to the Applicant.

400.18 MISCELLANEOUS TRIP FEE

A non-refundable Miscellaneous Trip Fee may be collected for additional trips to the Applicant's property at the request of Applicant. All fee amounts are per Section 500.4, Fee Schedule.

400.19 NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION

Payments necessary for construction of facilities, which will be used to deliver electric service to the Applicant, are CIAC and are not refundable after construction.

400.20 DE-ENERGIZATION AND LINE CLEARANCES

The Cooperative, in its sole discretion, may temporarily de-energize Cooperative Facilities or temporarily relocate or raise Cooperative Facilities at the request of an Applicant to assist in the transportation of oversized objects through the Cooperative's service territory or in the construction of pipelines or other objects within or otherwise affecting the Cooperative's right-of-way provided that the Applicant pays for all costs incurred by the Cooperative.

Costs incurred may include labor and materials, engineering design, right of way acquisition and clearing to the extent necessary, and vehicles or equipment used, including mileage, if applicable.

400.21 OWNERSHIP OF COOPERATIVE FACILITIES

The Cooperative will accept ownership of any facilities installed by the Applicant at the time the service location is successfully energized. The Cooperative will retain the ownership of all material and facilities installed by the Cooperative or Applicant for the distribution of electric service whether the same have been paid for by the Applicant except for those facilities installed by the Applicant past the Point of Delivery.

400.22 REMOVAL AND/OR RELOCATION OF COOPERATIVE FACILITIES

At the Cooperative's sole discretion, the Cooperative may remove existing Cooperative Facilities on Applicant's premises at the Applicant's request provided that the Applicant has paid in advance for the cost of the removal of the existing Cooperative Facilities.

The Cooperative will relocate its existing Cooperative Facilities on Applicant's premises at the Applicant's request provided the Applicant has:

1. Provided an easement satisfactory to the Cooperative for the new facilities, and

2. Paid in advance for the cost of the removal of the existing Cooperative Facilities plus the cost for the construction of the new facilities.

Upon request by an Applicant, the Cooperative will replace an existing overhead electric line with an underground line provided that the Cooperative has:

1. Determined in its sole discretion that such replacement does not adversely impact electric service reliability or the Cooperative's operating efficiencies;

2. Received an easement(s), in a form satisfactory to the Cooperative, for the construction, installation, maintenance, operation, replacement and/or repair of the underground Cooperative Facilities, at no cost to the Cooperative; and

3. Received payment in advance for all costs of removal of the existing Cooperative Facilities and the full amount of the Cooperative's cost for the construction and installation of the new underground facilities.

If the Cooperative determines it is necessary to relocate existing Cooperative Facilities because a Member or any other Person fails or refuses to allow the Cooperative access to Cooperative Facilities at any time, then the Member or any other party responsible may be billed the cost of such relocation and associated expenses.

If the Cooperative determines that a safety or standard violation exists on a Member or any other Person's premises directly or indirectly caused by such Person, then the Cooperative, at the expense of such Person, will relocate Cooperative Facilities on such premises. The Member or appropriate Person will be financially responsible for the relocation or removal of Cooperative Facilities by the Cooperative and all other associated costs incurred to address the safety or standards violation.

500 RATES

500.1 MEMBER CHARGES, CREDITS AND ADJUSTMENTS

500.1.1 SERVICE AVAILABILITY CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge recovers the cost associated with providing services to the membership including billing, metering, collections, customer service, and other enterprise costs.

RATE
This charge, per meter, will be applicable according to the Member's rate schedule.

500.1.2 EBILLING BILLING CREDIT

APPLICABILITY
This credit will be applicable to Residential, Farm and Ranch Service Members that choose to receive a paperless bill.

PURPOSE
This credit reimburses a Member for the cost not incurred to the Cooperative involved in mailing a paper bill each month.

RATE
This credit is:
– $ 1.00 per meter

500.1.3 EDRAFT BILLING CREDIT

APPLICABILITY
This credit will be applicable to Residential, Farm and Ranch Service Members that choose to pay as per Section 300.11.3.6, Bank Draft Payment Plan.

PURPOSE
This credit reimburses a Member for the cost not incurred to the Cooperative involved in processing a payment each month.

RATE
This credit is:
– $ 1.50 per meter

500.1.4 DELIVERY CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE
This charge, per kWh, will be applicable according to the Member's rate schedule.

500.1.5 CAPACITY DEMAND CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE
This charge, per maximum demand of power consumed, measured as the maximum demand during a fifteen (15) minute interval within the billing period, will be applicable according to the Member's rate schedule.

500.1.6 PEAK DEMAND CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE
This charge, per kW, will be determined using the Peak Demand, measured on an hourly interval basis during the Time of Use Non-Summer Peak and in the Summer Peak and Summer Super Peak time periods, according to the Member's rate schedule.

500.1.7 BASE POWER CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge will be used to recover the Cooperative's actual cost of power purchased for the membership and other costs incurred in connection with the development and management of the Cooperative's power supply. Members may have the option to choose from either Flat Base Power Charge or Time-of-Use (TOU) Base Power Charge as defined below.

RATE
This charge, per kWh, will be applicable according to the Base Power Rate option selected by the Member and the Member's rate schedule. The options are as follows.

500.1.7.3 FLAT BASE POWER CHARGE

APPLICABILITY
This charge option may be applicable to all rate schedules and programs except for Transmission Level Service, and Industrial Power Service. The Flat Base Power Charge will be used for billing on Member accounts that do not choose the TOU Base Power Charge.

PURPOSE
This option allows Members to have the same cost of power regardless of the season or time of day during which the energy is consumed.

RATE
The charge is:

$ 0.044500 per kWh

500.1.7.4 TIME-OF-USE BASE POWER CHARGE

APPLICABILITY

This charge may be applicable to all rates schedules and programs except Unmetered Device Service, Interconnect Rate, Transmission Level Service, and Industrial Power Service.

PURPOSE

This charge option allows Member's cost of power to vary based on the time of day and season during which energy is consumed.

CONDITIONS

This charge option requires a twelve (12) month commitment. If a Member opts-out of the TOU Base Power Charge option prior to fulfilling the twelve (12) month commitment, the charge option will not be available to the Member for the following twelve (12) months.

RATE

The charges are:

Season	Time of Use Period		Charge per kWh
Non-Summer (Jan. – May and Oct. – Dec.)	Super Economy	2:01 am – 4:00 am	$ 0.030616
	Economy	11:01 pm – 2:00 am 4:01 am – 5:00 am	$ 0.037529
	Normal	8:01 am – 4:00 pm 7:01 pm – 11:00 pm	$ 0.042449
	Peak	5:01 am – 8:00 am 4:01 pm – 7:00 pm	$ 0.045680
Summer (Jun. – Sep.)	Super Economy	3:01 am – 5:00 am	$ 0.030398
	Economy	11:01 pm – 3:00 am 5:01 am – 7:00 am	$ 0.031940
	Normal	7:01 am – 12:00 pm 8:01pm – 11:00 pm	$ 0.035883
	Peak	12:01 pm – 2:00 pm 6:01 pm – 8:00 pm	$ 0.046863
	Super Peak	2:01 pm – 6:00 pm	$ 0.088620

500.1.8 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost incurred to receive access to transmission service in the ERCOT region of Texas as established by the Commission.

RATE

This charge, per kWh or kW, will be applicable according to the Member's rate schedule. The options are as follows.

500.1.8.1 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KWH

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

RATE
The charge will be applicable based on energy, per kWh, according to the Member's rate schedule. The charge will recover the actual cost as established by the Commission.

The charge will be updated each June 1st and October 1st to align with forecasted costs.

500.1.8.2 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KW

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

RATE
This charge, per kW, will be determined by multiplying a member's demand measured during the Four Coincident Peak (4CP) intervals times the monthly charge. If the Member's demand is negative, the Member may receive a credit.

The charge will recover the actual cost as established by the Commission.

Until such time as the Member's 4CP demand is established, the TCOS Pass Through Charge will be as per Section 500.1.8.1, Transmission Cost of Service (TCOS) Pass Through Charge, per KWh~~Transmission Cost of Service (TCOS) Pass Through Charge, per KWh~~.

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500.1.9 COMMUNITY SOLAR TRANSMISSION COST ADJUSTMENT (STCA)

APPLICABILITY
This adjustment applies to all Members enrolled in the Community Solar Rate.

PURPOSE
This adjustment will be used to credit a Member's account with a portion of the savings from the avoided TCOS charges attributable to community solar generation.

RATE
The adjustment, per kWh, will be determined as follows:

For all kWh sold to any Members enrolled in the Community Solar Rate, the solar transmission cost adjustment (STCA) will be calculated as follows:

STCA = – (80% X TCOS Pass Through Charge)

500.1.10 PRIMARY SERVICE ADJUSTMENT (PSA)

APPLICABILITY
This adjustment may be applicable to all rate schedules corresponding to a Member receiving Primary Level Service. A Member receiving Primary Level Service must procure, install, and maintain all facilities and equipment beyond the Point of Delivery at their expense and in accordance with NESC and NEC standards.

PURPOSE
This adjustment will be used to credit a Member receiving electric power and energy at Primary Service Level.

RATE
This adjustment will be based on the total amount due for the applicable charges incurred for the month. Applicable charges, according to the Member's rate schedule, are the Delivery, Capacity Demand, Peak Demand, Base Power, and TCOS Pass Through Charges. The adjustment will not apply to any other charges, fees, credits, or adjustments. The adjustment will be determined as follows:

PSA = – (Monthly sum of applicable charges) X 2%

500.1.11 RENEWABLE ENERGY RIDER CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge provides Member's the ability to purchase electricity generated by renewable energy sources.

RATE
The charge is:
$ 0.000430 per kWh

The pricing is based on the Texas Renewable Energy Credits Index and will be changed periodically to reflect current index pricing.

500.1.12 SUSTAINABLE POWER CREDIT

APPLICABILITY
This credit applies to all Members enrolled in the Interconnect Rate.

PURPOSE
This credit will be used to compensate a Member for Received Energy.

RATE
The credit per kWh of Received Energy is:
- $0.~~053770~~060005

500.1.13 WHOLESALE ENERGY CREDIT

APPLICABILITY
This credit applies to all Members enrolled in the Interconnect Wholesale Energy Rate.

PURPOSE
This credit will be used to compensate a Member for Received Energy from an Interconnection fifty (50) kW AC or greater.

RATE
The credit, per kWh, will be determined as follows:

Wholesale Energy Credit = (Received Energy x Real Time Settlement Point Price at corresponding Load Zone)

500.1.14 FRANCHISE FEE

APPLICABILITY

This charge may be applicable to all Members served by the Cooperative inside a municipality's corporate boundary. All franchise fees not included in base rates will be separately assessed for Member service provided within the municipality where the franchise fee is authorized. The portion of the franchise fee not included in base rates will appear on the bill as a separate line item.

RATE

This charge will be calculated by multiplying the franchise fee percentage assessed by the municipality times the charges for energy and power sold and such other authorized charges to a Member (excluding any taxes and other authorized exclusions). Applicable sales tax may be assessed on franchise fee amounts.

500.1.15 SALES TAX

APPLICABILITY

This charge may be applicable to the Member in addition to the applicable Rates. Members claiming exemption from sales taxes should provide a sales tax-exemption form, acceptable to the Cooperative.

500.1.16 COOPERATIVE OWNED LAMP CHARGE

APPLICABILITY

This charge may be applicable to Cooperative owned outdoor lighting assets where the existing facilities, owned by either the Cooperative or the Member, are suitable for the installation of lighting. Cooperative owned outdoor lighting assets include lamps and lighting fixtures ("Cooperative Owned Area Lighting").

MAINTENANCE OR REPAIRS OF COOPERATIVE OWNED AREA LIGHTING

The Cooperative will own, install and maintain Cooperative Owned Area Lighting. Upon failure of any Cooperative Owned Area Lighting, such Lighting will be replaced by the Cooperative with LED lighting, and applicable charges may apply.

The Member will pay for costs of repairs including labor and materials for damage to Cooperative Owned Area Lighting resulting from an act of vandalism as determined by the Cooperative. The Member will be responsible for any costs of repairs including labor and materials for damage to existing facilities owned by the Member.

MEMBER REQUESTS

Relocate – The Member will pay for all costs, including labor and materials for the relocation of any Cooperative Owned Area Lighting and necessary facilities, subject to Section 400, Line Extension Policy~~Line Extension Policy~~.

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Change Out – Any Member requesting to change out functional Cooperative Owned Area Lighting to LED lighting will pay the net book value of the existing Cooperative Owned Area Lighting including labor costs of change out as determined by the Cooperative. Following the change out, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

Removal – Only applies to Cooperative Owned Area Lighting installed on Member-owned facilities. Any Member requesting the removal of Cooperative Owned Area Lighting must provide notice in writing to the Cooperative. The Member will be responsible for paying the net book value of the existing Cooperative Owned Area Lighting including labor costs of removal as determined by the Cooperative and any costs for disposal of the Cooperative Owned Area Lighting. Upon removal, the Member will be responsible for any costs associated with furnishing of new lamps or lighting fixtures including labor and installation and maintenance and repair. Following the removal, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

Purchase – Only applies to Cooperative Owned Area Lighting installed on Member-owned facilities. Any Member requesting the purchase of Cooperative Owned Area Lighting must provide notice in writing to the Cooperative. The Member will be responsible for paying the net book value of the existing Cooperative Owned Area Lighting. Upon purchase, the Member will own the lamps or lighting fixtures, and be responsible for any maintenance and repair costs. Following the purchase, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

RATE
The following charges will apply per lighting device:

Lamp Type:	Lighting Category:	Charge per Lamp:
LED 1	Lighting Type LA, 0 to 50 watts	$9.22
LED 2	Lighting Type LB, 51 to 100 watts	$19.22
HP 1*	Lighting Type LB, 51 to 100 watts	$7.37
HP 2*	Lighting Type LE, 201 to 250 watts	$14.39
MH*	Lighting Type LD, 151 to 200 watts	$6.62
MV*	Lighting Type LD, 151 to 200 watts	$6.62

LED – Light Emitting Diode; HPS – High Pressure Sodium; MH – Metal Halide;
MV – Mercury Vapor

* These lamps are no longer available for new installations.

500.1.17 POWER OF CHANGE

APPLICABILITY
This adjustment applies to all Members participating in PEC's voluntary on-bill round up and donation program. A participating Member may choose to discontinue at any time.

PURPOSE
This adjustment is used to raise funds to support community support programs and associated giving subject to the conditions in the Community Support and Power of Change Policy.

RATE
The total monthly bill will be rounded up to the nearest dollar.

500.1.18 CAPITAL CREDITS

APPLICABILITY
This adjustment may apply to all Members who have allocated capital credits.

PURPOSE
This adjustment will serve as the Cooperative's method to distribute a Member's share of the Cooperative's Net Operating Margins based upon each Member's purchases of electric service or energy, or as such Net Operating Margins may otherwise be allocated within a Member Class to a Member.

RATE
As approved by the Board of Directors.

500.1.19 MISCELLANEOUS PASS-THROUGH CHARGE

APPLICABILITY

This charge may be applicable to a Member if the Cooperative incurs a cost directly as a result of actions taken by or on behalf of the Member or for the strict benefit of such Member and not collected in another fee or rate schedule.

PURPOSE

This charge recovers the cost associated with a Member responsible for directly incurring the costs.

RATE

Actual cost incurred monthly.

500.1.20 TEMPORARY WINTER STORM SURCHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the Cooperative's actual cost of power purchased and other associated costs from Winter Storm Uri in February 2021.

RATE

The charge is:

$ 0.007000 per kWh

Section 500.1.21 above and all references will be removed effective September 30, 2023.

500.2 RATE SCHEDULES

500.2.1 RESIDENTIAL, FARM AND RANCH SERVICE

500.2.1.1 RESIDENTIAL, FARM AND RANCH SERVICE

APPLICABILITY

This schedule applies to Members receiving distribution service in locations built to serve as and are currently serving as an Individual Private Dwelling or Multi-Family Dwelling and their facilities, or facilities used for small-scale agricultural purposes such as water wells. If the location is being used for commercial purposes, PEC may change the member's rate to the appropriate non-residential service rate.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 22.50	meter	month
Delivery Charge	$ 0.028405	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3~~500.1.7.1~~	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2 NON-RESIDENTIAL SERVICE

500.2.2.1 SMALL POWER SERVICE

APPLICABILITY

This schedule applies to distribution service locations built for commercial purposes with a rolling twelve (12) month average maximum demand below fifty (50) kW. The maximum demand will be captured during the hourly interval within the monthly billing cycle with the highest demand. If a Member's maximum monthly demand is fifty (50) kW or greater in any rolling twelve (12) month period, then the Cooperative may re-classify the Member as Large Power Service for a period of at least twelve (12) months or until the rolling twelve (12) month average demand is below fifty (50) kW.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	meter	month
Delivery Charge	$ 0.021977	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3~~500.1.7.1~~	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.2 LARGE POWER SERVICE

APPLICABILITY

This schedule applies to distribution service locations with a rolling twelve (12) month average demand of fifty (50) kW or greater, and who is not covered by another rate schedule. The maximum demand will be captured during the hourly interval within the monthly billing cycle with the highest demand. If a Member's maximum monthly demand is below fifty (50) kW in any rolling twelve (12) month period, then the Cooperative may re-classify the Member as Small Power Service for a period of at least twelve (12) months or until the rolling twelve (12) month average demand is fifty (50) kW or greater.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 150.00	meter	month
Peak Demand Charge	$ 6.74	kW	Peak Demand
Base Power Charge	Per Section 500.1.7.4~~500.1.7.2~~	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.3 INDUSTRIAL POWER SERVICE

APPLICABILITY

This schedule applies to Members whose service level is not classified as Secondary, Primary, or Transmission level and whose uses are not covered by another specific rate schedule.

This schedule is not available to new Members or Applicants effective March 1, 2021.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 1,000.00	meter	month
Capacity Demand Charge	$ 0.580000	kW	Capacity Demand
Base Power Charge	See Below	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand

Base Power Charge: The cost of power to serve the Member, including capacity, ancillary services, delivery, energy, and fuel charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. These costs will be a direct pass through from the wholesale provider provided that the Member's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Member's power cost at the wholesale supplier's metering point to the Cooperative.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.4 TRANSMISSION LEVEL SERVICE

APPLICABILITY

This schedule applies to Members receiving power at transmission level voltage (sixty (60) KV or above).

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 1,000.00	meter	month
Base Power Charge	See Below	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand

Base Power Charge: The cost of power to serve the Member, including capacity, ancillary services, delivery, energy, and fuel charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. These costs will be a direct pass through from the wholesale provider provided that the Member's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Member's power cost at the wholesale supplier's metering point to the Cooperative.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.5 ELECTRIC VEHICLE PUBLIC CHARGE STATION RATE

APPLICABILITY

The rate is applicable to a Member or non-Member receiving electric service through a public electric vehicle charging station connected to the Cooperative's Delivery System and owned and/or operated by the Cooperative.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Ten percent (10%)	n/a	total charges
Delivery Charge	Per Section 500.2.1.1	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.4~~500.1.7.2~~	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: The charge will be ten percent (10%) of the total cost per kWh calculated on the sum of the Delivery, TCOS, and Base Power Charges as described in this section.

The total cost per kWh will be the sum of the above charges. Charges may be subject to rounding as required by the billing software provider.

500.3 RATE PROGRAMS

500.3.1 INTERCONNECT RATE

APPLICABILITY

This program applies to Residential and Small Power Service Members with a Distributed Generation system that is less than fifty (50) kW AC of capacity. The Member must have an approved Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

RATE

Service will be measured through a single meter, with two (2) registers measuring Delivered Energy and Received Energy. Delivered Energy will determine the charges for energy consumption. Received Energy will determine the credit for surplus energy generated by the member.

MONTHLY RATE

The following charges may apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per applicable rate schedule	meter	month
Delivery Charge	Per applicable rate schedule	kWh	Delivered Energy
Base Power Charge	Flat Base Power, per Section 500.1.7.3~~500.1.7.1~~	kWh	Delivered Energy
Sustainable Power Credit	Per Section 500.1.12	kWh	Received Energy
TCOS Pass Through Charge	Per applicable rate schedule	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per applicable rate schedule	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.2 INTERCONNECT WHOLESALE ENERGY RATE

APPLICABILITY

This program applies to Large Power Members with a DG system or any member with DG system that is fifty (50) kW AC or greater of capacity. The Member must have an approved Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per Section 500.2.2.2	meter	month
Peak Demand Charge	Per Section 500.2.2.2	kW	Peak Demand
Base Power Charge	Per Section 500.2.2.2	kWh	Delivered Energy
Wholesale Energy Credit	Per Section 500.1.13	kWh	Received Energy
TCOS Pass Through Charge	Per Section 500.2.2.2	kW	4CP Demand
Temporary Winter Storm Surcharge	Per Section 500.2.2.2	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.3 COMMUNITY SOLAR RATE

APPLICABILITY

This program applies to all rate classes except Industrial Power Service, Transmission Service, Large Power Service, and Unmetered Device Service rates. Additionally, this Rate is not applicable to accounts enrolled in Time-of-Use Base Power Charge, Interconnect, or Interconnect Wholesale Energy Rates.

CONDITIONS

1. The Community Solar Rate is available to any eligible Member provided that Member completes an enrollment application for the Community Solar Rate.

2. The allocation of available Community Solar Energy Units (as defined below) will be assigned to applicants on a first-come, first-served basis as determined by the date and time of application submission.

3. Each Member's assigned Community Solar Energy Units will be no greater than the Member's average monthly energy usage during the previous twelve (12) month period, divided by one hundred (100), and rounded up to the next whole number. If Member does not have a twelve (12) month energy usage history, then an estimated monthly average energy usage will be determined based on the information provided in the Member's application.

4. Member acknowledges that the Solar Energy (as defined below) is not a fixed amount and may vary monthly depending on total Community Solar generation. Member acknowledges Community Solar generation is intermittent in nature and the amount of energy produced varies from moment to moment depending on many factors including the time of the year, the time of the day, and the weather. As a result, the Cooperative cannot guarantee the actual amount of Solar Energy.

5. Member agrees to a recurring twenty-four (24) month enrollment commitment with an automatic renewal every twenty-four (24) months until Member submits a request to terminate enrollment no later than thirty (30) calendar days prior to the end of the commitment period. Any modifications to enrollment status will be effective at the beginning of the Member's next billing cycle.

6. Cooperative will monitor and administer the Community Solar Rate and from time to time will inspect the effectiveness of the Community Solar Rate.

7. Cooperative may elect to reduce a Member's assigned Community Solar Energy Units, with notice to Member, if Member's Solar Energy is over one-hundred and ten percent (110%) of the Member's monthly average energy usage during a rolling twelve (12) month period.

BILLING DETERMINANTS

Community Solar Energy Units – A Community Solar Energy Unit represents a portion of the Community Solar generation, assigned to the Member.

Unit Energy Allocation – The Unit Energy Allocation (kWh) is the energy for each Community Solar Energy Unit assigned to the Member on a monthly basis. The Unit Energy Allocation will be based on the monthly total Community Solar generation divided by the number of Community Solar Energy Units assigned to Members enrolled on the Community Solar Rate. The Unit Energy Allocation will be equivalent to no more than one hundred (100) kWh.

Solar Received – The monthly energy that corresponds to each Member from Community Solar generation. The Solar Energy will be determined by multiplying the Member's Community Solar Energy Units by the monthly Unit Energy Allocation.
Net Energy – The Net Energy (kWh) will be calculated by subtracting the Solar Energy from the Delivered Energy on a monthly basis. If Solar Energy is greater than Delivered Energy, then the Solar Energy will be adjusted to equal the Delivered Energy, and Net Energy will be zero (0). The Net Energy will never be negative regardless of the Member's Community Solar Energy Units.

MONTHLY RATE
The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per applicable rate schedule	meter	month
Delivery Charge	Per applicable rate schedule	kWh	Delivered Energy
Peak Demand Charge	Per applicable rate schedule	kW	Peak Demand
Base Power Charge	Flat Base Power, per Section 500.1.7	kWh	Net Energy
Community Solar Base Power Charge	$ 0.061080	kWh	Solar Received
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Solar Transmission Cost Adjustment	Per Section 500.1.9	kWh	Solar Received
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

TCOS Pass Through Charge –The TCOS charge will apply to Delivered Energy for Members as per the applicable tariff in Section 500.1.8.1. Transmission Cost of Service (TCOS) Pass Through Charge~~Transmission Cost of Service (TCOS) Pass Through Charge~~.

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Solar Transmission Cost Adjustment – The STCA credit will apply to Solar Energy received by Members as per the applicable tariff in Section 500.1.9, Community Solar Transmission Cost Adjustment~~Community Solar Transmission Cost Adjustment~~.

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Community Solar Base Power Charge – The Community Solar Base Power Charge will recover the actual cost of power purchased for Community Solar generation and other costs incurred in connection with solar generation. The Community Solar Base Power Charge will apply to Solar Energy. The Cooperative Solar Base Power Charge is $0.061080 per kWh.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.4 MILITARY BASE DISCOUNT

APPLICABILITY
The discount will be applicable in conjunction with the Member's rate schedule to any military base that the Cooperative serves, as required by the Texas Utilities Code. Sec. 36.354. The provisions of the applicable rate schedule are modified only as shown herein.

MONTHLY RATE
The amount due to the Cooperative will be reduced by twenty percent (20%), except for the Base Power and TCOS charges applicable to the Member, and excluding any adjustment factors, cost recovery factors, specific facilities charges, and service fees, as per the Member's rate schedule.

500.3.5 ECONOMIC DEVELOPMENT DISCOUNT

PURPOSE

To encourage economic development, provide economic stimulus, and increase the competitiveness of communities in their economic development pursuits within the Lower Colorado River Authority (LCRA) service territory, the Cooperative will pass through an Economic Development Discount (EDD) available through the LCRA to qualifying Members.

APPLICABILITY

Subject to the conditions listed and confirmation of availability from LCRA, this discount applies to Large Power Service, Transmission Level Service, and Industrial Power Service Members with minimum LCRA supplied energy usage of two million two hundred thousand (2,200,000) kWh to a single site in the LCRA service territory.

CONDITIONS

To be eligible to receive an EDD, a Large Power Service, Transmission Level Service, or Industrial Level Service Member must meet the following requirements:

1. Member must have added a new location for electric service within LCRA's service territory or expanded an existing location for electric service with addition of a new metering point within the LCRA's service territory;

2. Service location must have appropriate metering equipment to record actual energy consumption;

3. Member must have received economic development assistance, including but not limited to, tax incentives or grants, from cities, counties or other regional entities (Member must provide executed agreements that address various economic impact metrics such as job creation and investment requirements); and

4. Member must enter into a five (5) year agreement with the Cooperative in a form approved by the Cooperative, which may include, among other provisions, terms regarding minimum load requirements, purchase power requirements, metering data submission, economic impact reporting, and repayment provisions for failure to meet conditions of discount.

RATE

After the first year of Member's minimum annual usage of two million two hundred thousand (2,200,000) kWh served by the Cooperative through energy purchases from the LCRA at a single site within the LCRA service territory, and each year thereafter for no more than three (3) years, the discount will apply to reduce the Cooperative's total costs for providing service to the new service location in the amounts and terms described in an agreement entered into between the Cooperative and the Member. The amount of the EDD for the Member will be equivalent to the reduction that the Cooperative receives from LCRA minus any associated cost of implementation.

AVAILABILITY

The discount will be available to applicable Members for no more than three (3) years.

500.3.6 UNMETERED DEVICE SERVICE

APPLICABILITY

This schedule applies to Members requesting Unmetered Service to lighting and non-lighting related devices owned, operated, and maintained by the Member or the Cooperative. Devices may not have a maximum power requirement of more than five hundred (500) watts.

CONDITIONS
To qualify for this service, the Member must comply with the following provisions:

1. Member must provide the technical specifications and location of device(s) installed;

2. Member must provide notice of any new device(s) installed or changes to approved devices by the Member within 48 hours of installation;

3. A maximum of one-hundred and fifty (150) individual devices can be aggregated to a single account; and

4. All approved devices must be located within the same municipality for the assessment of any municipal franchise fee, if applicable.

UNAUTHORIZED DEVICES
Failure by Member to notify the Cooperative of any new devices may result in the Cooperative's refusal to continue service.

If the Cooperative discovers any new and unauthorized devices installed by the Member, the Cooperative may make a billing adjustment to account for six (6) months of energy consumption for each unauthorized device.

If the Cooperative discovers any changes to authorized devices, such as a change in the device's category, already installed by the Member, the Cooperative will make a billing adjustment to account for the difference in energy consumption between the billed device and the unauthorized device for six (6) months of energy consumption for each unauthorized device.

500.3.6.1 UNMETERED LIGHTING DEVICE SERVICE

BILLING DETERMINANTS
The Cooperative will place each lighting device in the categories below. Monthly consumption is based on a fifty (50) percent load factor.

Lighting Device Category and Monthly Energy Consumption		
Device Type LA	1 – 50 watts	18 kWh
Device Type LB	51 – 100 watts	37 kWh
Device Type LC	101 – 150 watts	55 kWh
Device Type LD	151 – 200 watts	73 kWh
Device Type LE	201 – 250 watts	91 kWh

MONTHLY RATE
The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	account	month
Delivery Charge	$ 0.021977	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3~~500.1.7.1~~	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: This charge is applicable if devices are not already included on a bill with a metered account. Otherwise, the account will be billed per this rate schedule.

The charge per lamp above is the monthly energy (kWh) multiplied by the calculated sum of the Delivery Charge and the Base Power Charge as described in this section.

Members with Cooperative-owned devices will be billed a lamp charge per Section 500.1.16, Cooperative Owned Lamp Charge~~Cooperative Owned Lamp Charge~~.

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The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.6.2 UNMETERED NON-LIGHTING DEVICE SERVICE

BILLING DETERMINANTS

The Cooperative will place each non-lighting device in the categories below. Monthly consumption is based on a one hundred (100) percent load factor.

Non-Lighting Device Category and Monthly Energy Consumption		
Device Type A	1 – 100 watts	73 kWh
Device Type B	101 – 200 watts	146 kWh
Device Type C	201 – 300 watts	219 kWh
Device Type D	301 – 400 watts	292 kWh
Device Type E	401 – 500 watts	365 kWh

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	account	month
Delivery Charge	$ 0.010988	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3~~500.1.7.1~~	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: This charge is applicable if devices are not included on a bill with a metered account. Otherwise, the account will be billed per the applicable rate schedule.

The charge per device above is the monthly kWh multiplied by the calculated sum of the Delivery Charge, TCOS Charge, and the Base Power Charge as described in this section.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.4 FEE SCHEDULE

FEE	AMOUNT	SECTION
Open Records Fee – Staff research time	$ 40.00 per hour	300.4
Open Records Fee – Copies	$ 0.25 cents per page for any pages in excess of 10 pages	300.4
Open Records Fee – Other materials and services not included in research time and copies.	Actual cost	300.4
Subpoena Response Service Fee	$ 40.00 / hour	300.4.1
Easement Release Fee	$ 100.00	300.4.2
Membership Fee	$ 50.00	300.8.1
Establishment/Transfer Fee	$ 50.00	300.8.2
Same Day Service Fee	$ 125.00 – (8 AM to 5 PM on Business Days) $ 175.00 – All other times	300.9.3
Late Payment Processing Fee	10 percent of unpaid amount	300.11.4
Non-Payment Disconnect/Reconnect Fee	$ 75.00	300.11.9
Loan Late Fee	The greater of $ 7.50 or 7 percent	300.11.5
Return Check/Denied Bank Draft Fee	$ 30.00	300.11.6
Meter Test Fee	$ 100.00	300.13.4
Advanced Metering Opt Out Program – Meter Exchange Fee	$ 150.00	300.13.6
Advanced Meter Opt Out Program – Non-Payment Disconnect/Reconnect Fee	$ 200.00	300.13.6
Advanced Metering Opt Out Program – Meter Reading Fee	$ 30.00, additional $ 3.50 / mile charge for service locations further than thirty (30) miles from nearest area office	300.13.6
Meter Tampering Fee	$ 500.00	300.13.7
System Impact Fee	$ 200.00	400.15
Planning Redesign Fee	$ 500.00 or actual cost, whichever greater	400.16

FEE	AMOUNT	SECTION
After Hours Service Fee	At cost	400.17
Miscellaneous Trip Fee	$ 100.00	400.18
Franchise Fee	Varies depending on the municipality	500.1.14
Distributed Generation Interconnection Transfer Fee	$ 150.00	600.4
Distributed Generation Interconnection, 50 kW and under		
Application and Engineering Study Fee	$ 250.00	600.4
Interconnect Agreement and Inspection Fee	$ 250.00	600.4
Distributed Generation Interconnection, greater than 50 kW		
Application Fee	$ 150.00	600.4
Interconnect Agreement and Inspection Fee	$ 250.00	600.4
Engineering Study Fee	At cost	600.5

600 INTERCONNECTION POLICY

600.1 GENERAL

This Policy applies to the installation and parallel operation of Member owned Distributed Generation (DG).

While not regulated by the Commission on this subject, the Cooperative adopts as its requirements for safety, reliability, and operational rule the Commission's Substantive Rule 25.212 "Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation" as may be amended from time to time as the Cooperative's interconnection, operational, safety, and reliability rules, except for any portions of the substantive rule which refer to the Commission's form of an Interconnection Agreement or Tariff as may be amended from time to time. Should any provision of the adopted substantive rule and this Policy conflict, this Policy will control.

600.2 LIMITATIONS WITH REGARD TO METERS AND FACILITIES

A Member may serve all load behind the meter at the location of the interconnecting DG facility but will not be allowed to serve multiple meters, multiple consuming facilities or multiple Members with a single DG facility or under a single DG application.

600.3 COMPLIANCE WITH ALL LAWS, REGULATIONS, AND STANDARDS

A Member requesting to interconnect a DG facility to the Cooperative's Delivery System is responsible for and must follow, in addition to all provisions of this Policy, the Cooperative's Tariff and Business Rules, the policies and procedures of the Cooperative's power supplier where applicable, the policies and procedures of the interconnecting transmission provider where applicable, the rules and regulations of ERCOT and the Commission where applicable, the current IEEE 1547 Standard Guide for Distributed Generation Interconnection, other applicable IEEE standards, applicable ANSI standards, including ANSI C84.1 Range A and any other applicable governmental and regulatory laws, rules, ordinances or requirements. All legal, technical, financial, or other requirements in the following sections of this Policy must be met prior to interconnection of the DG facility to the Cooperative's system.

600.4 MEMBER REQUIREMENTS

APPLY FOR DG SERVICE

To begin the process of interconnecting a DG facility to the Cooperative's Delivery System, a Member must complete and submit an Application for Interconnection and Parallel Operation of Distributed Generation (DG), Section 700.5.

APPLICATION AND ENGINEERING STUDY FEES

At the time of application for DG service, the Member will pay a refundable application and engineering study fee. The application and engineering study fee will recover the cost for the Cooperative to complete all work required to facilitate the Member's DG service prior to execution of an interconnect agreement, including an engineering study for DG interconnections under 50 kW AC. This fee may be refunded in the case that an Applicant's costs to interconnect a DG system would require Cooperative Delivery System upgrades as per the Line Extension Policy, Section 400. For DG interconnections greater than 50 kW AC, the cost of the engineering study is not included in the application fee, therefore the Applicant will be billed separately at cost. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

EXECUTE AN INTERCONNECT AGREEMENT

To interconnect a DG facility to the Cooperative's Delivery System, a Member must complete, submit, and have approved by the Cooperative an Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

PAY INTERCONNECT AGREEMENT AND INSPECTION FEES

The Member will pay a non-refundable interconnect agreement and inspection fee if executing an Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6. The interconnect agreement and inspection fee covers the cost for the Cooperative to complete all work required to facilitate the Member's DG service with the exception of any work required in the application

process covered by the application fees or by Section 400.14, Service Upgrades to Existing Cooperative Facilities~~Service Upgrades to Existing Cooperative Facilities~~. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

DISTRIBUTED GENERATION INTERCONNECTION TRANSFER FEE
A member moving into an existing interconnect location with intent to generate will be required to establish a new Interconnect Agreement with the Cooperative and pay the DG Interconnection Transfer Fee. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

600.5 COOPERATIVE REVIEW OF PROPOSED DG FACILITY

ENGINEERING STUDIES AND STUDY FEES
The Cooperative will conduct an engineering study, service study, coordination study and/or utility system impact study prior to interconnection of a DG facility. The scope of any such studies will be based on the characteristics of the particular DG facility to be interconnected and the Cooperative's Delivery System at the proposed location. Studies may be conducted by a qualified third party. For DG facilities greater than 50 kW AC, an estimate of the engineering study cost and an estimate of the time required to complete the study will be provided to the Member in advance as part of the application fees. If the cost of the study is in excess of the estimate the member will be required to pay actual cost in full.

LIABILITY
The Cooperative intends the review process and any inspections as a means to safeguard the Cooperative's facilities and personnel. The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative will not impose any liability on the Cooperative and does not guarantee the adequacy of the Member's equipment or DG facility to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such DG installations.

SYSTEM UPGRADES AND MODIFICATIONS TO COOPERATIVE FACILITY
If interconnection of a particular DG facility will require material capital upgrades to the Cooperative' Delivery System as determined by the engineering study, the Cooperative will provide the Member with an estimate of the schedule and Member's cost for the upgrade. If the Member desires to proceed with the upgrade, the Member will be responsible for all costs associated with the upgrade in accordance with Section 400.14, Service Upgrades to Existing Cooperative Facilities~~Service Upgrades to Existing Cooperative Facilities~~.

GENERAL SAFETY AND RELIABILITY
The Cooperative reserves the right to require additional safety, reliability and/or operational equipment and/or measures beyond that required by the referenced Substantive Rule where its engineering study determines that such equipment and/or operational measures are required. In such cases, the Member will be responsible for the cost of such equipment and/or operational measures.

DG FACILITY ACCESS
The Cooperative has the right to access the area where the disconnect switch for the DG facility is installed for purposes of testing and/or operating the disconnect switch. Such entry onto the Member's property may be without notice.

If the Member erects or maintains locked gates or other barriers, the Member will furnish the Cooperative with convenient means to circumvent the barrier for full access.

METERING
The Member location will be metered in accordance with Section 300.13, Measurement and Metering of Service. Depending on the size and registration status of the DG facility with ERCOT additional meter requirements may be necessary.

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700 APPENDICES

700.1 MEMBERSHIP APPLICATION AND CERTIFICATE

MEMBERSHIP APPLICATION AND CERTIFICATE

I apply for membership in Pedernales Electric Cooperative, Inc. I agree to be connected to and receive service from the Cooperative's electric distribution system. I agree to pay for Cooperative services and abide by the Cooperative's Bylaws, Tariff, policies, and procedures. I authorize agents of the Cooperative to enter and will allow easy access to my property to repair and maintain lines or equipment or for any other purpose necessary to provide services and conduct business.

Date: _____ Account number: _____

Name and address of applicant:

_____

_____

_____

_____

Phone: _____ Alternate phone: _____

Location description:

_____

_____

_____

_____

I understand that Pedernales Electric Cooperative requires one (1) refundable membership fee per member. The membership fee will be applied as a credit to the bill when all accounts are closed.

This certifies the applicant is a member of Pedernales Electric Cooperative, Inc.

700.2 RESIDENTIAL LETTER OF GUARANTEE

PEC COPY – RETURN TO:
P.O. BOX 1, Johnson City, TX 78636

RESIDENTIAL LETTER OF GUARANTEE

(Waiver of Deposit agreement)

In order that Pedernales Electric Cooperative, Inc. ("PEC"), waive a cash deposit for securing payment of electric bill for:

Applicant Name: _____

I, (Guarantor Name): _____

Agree to pay an amount not to exceed one hundred and fifty dollars ($150.00).
I UNDERSTAND BY SIGNING THIS AGREEMENT THAT:

1. A credit risk assessment on the Guarantor may be conducted by PEC or on its behalf.
2. The amount of liability for Guarantor toward payment of Member's unpaid final bill will not exceed one hundred and fifty dollars ($150.00).
3. This Agreement transfers with the Member/Guarantor, should either party change his or her service address and continue to receive electric service from PEC.
4. This guaranty will terminate automatically when the Member has paid his or her bills for twelve (12) consecutive months without service being disconnected for nonpayment, without having more than one (1) late payment, and without having more than one (1) returned item.
5. **If Member fails to pay the final bill within sixteen (16) days after the final due date, the Guarantor's electric account may be charged an amount not to exceed one hundred and fifty dollars ($150.00). If this amount is not paid or arrangements not made for payment, Guarantor's own electric service may be disconnected.**

Member name: _____	Guarantor: _____
Member signature: _____	Guarantor signature: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Phone: _____	Phone: _____
Date: _____	Date: _____
Account number: _____	Account number: _____
Amount: _____	

Appearing the Guarantor, _____ , subscribed and sworn

before me this _____ day of _____ , 20 ____ .

(NOTARY SEAL)

Notary public signature:

_____

_____

Pedernales Electric Cooperative, Inc.
Residential Letter of Guarantee - PEC copy
Pedernales Electric Cooperative, Inc.

GUARANTOR COPY

RESIDENTIAL LETTER OF GUARANTEE

(Waiver of Deposit agreement)

In order that Pedernales Electric Cooperative, Inc. ("PEC"), waive a cash deposit for securing payment of electric bill for:

Applicant Name: _____

I, (Guarantor Name): _____

Agree to pay an amount not to exceed one hundred and fifty dollars ($150.00).
I UNDERSTAND BY SIGNING THIS AGREEMENT THAT:

1. A credit risk assessment on the Guarantor may be conducted by PEC or on its behalf.
2. The amount of liability for Guarantor toward payment of Member's unpaid final bill will not exceed one hundred and fifty dollars ($150.00).
3. This Agreement transfers with the Member/Guarantor, should either party change his or her service address and continue to receive electric service from PEC.
4. This guaranty will terminate automatically when the Member has paid his or her bills for twelve (12) consecutive months without service being disconnected for nonpayment, without having more than one (1) late payment, and without having more than one (1) returned item.
5. **If Member fails to pay the final bill within sixteen (16) days after the final due date, the Guarantor's electric account may be charged an amount not to exceed one hundred and fifty dollars ($150.00). If this amount is not paid or arrangements not made for payment, Guarantor's own electric service may be disconnected.**

Member name: _____	Guarantor: _____
Member signature: _____	Guarantor signature: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Phone: _____	Phone: _____
Date: _____	Date: _____
Account number: _____	Account number: _____
Amount: _____	

Appearing the Guarantor, _____ , subscribed and sworn

before me this _____ day of _____ , 20 _____ .

(NOTARY SEAL)

Notary public signature: _____

Pedernales Electric Cooperative, Inc.
Residential Letter of Guarantee - Guarantor copy

700.3 PREPAID PAYMENT OPTION MEMBER AGREEMENT

PRE-PAID PAYMENT OPTION MEMBER AGREEMENT

Pedernales Electric Cooperative, Inc. ("PEC") is pleased to offer the Pre-paid Payment Option to eligible members. This payment option allows you to manage your electric usage and payments towards your electric bill. With this payment option, each day, PEC will bill you for your previous day's usage and deduct the bill amount from the credit on your account. Daily balances are available for review at pec.coop/PayNow, SmartHub, or by phone. PEC will send you notices by phone, text, or email reflecting your balance. If you have an existing deposit on your account, PEC will retain $50 of that deposit and apply the remaining amount to your pre-paid balance.

ELIGIBLE MEMBERS MUST:

- Have a twenty five dollar ($25) pre-paid credit balance to set up the account
- Keep a credit balance on the account at all times

OTHER PROGRAM INFORMATION:

- Pre-paid accounts are not eligible for the following services and rates:
  - Deferred Payment Arrangement, Budget Billing, Automatic Payment Plan
  - Time of Use, Interconnections, or Cooperative Solar rates
  - Medical Necessity Registry, Advanced Meter Opt Out Program, or with three-phase service
- No deposit based on credit worthiness is required for Pre-paid Payment Option accounts
- Make payments via the SmartHub app, online, by phone, at kiosks, by mail, or in person
- Existing balances must be cleared or a payment arrangement must be scheduled prior to enrollment:
  - Fifty percent (50%) of every payment will be applied to the outstanding balance.
  - The remaining fifty percent (50%) will be applied to the pre-paid account balance until the outstanding balance is paid in full
- Members are responsible for setting up personalized notifications via SmartHub
- If service is disconnected for lack of pre-paid funds, the unpaid balance will be due along with a twenty five dollar ($25) credit balance to reinstate electric service

PRE-PAID PAYMENT OPTION MEMBER AGREEMENT - CONTINUED

MEMBER:

1. I request that my account be added to the Pre-paid Payment Option. I agree to abide by the Tariff and Business Rules (Section 300.11.3.1) governing the Pre-paid Payment Option.
2. I consent to electronic notifications by electronic mail, text, or by phone regarding the Pre-paid Payment Option, including notifications regarding balances. PEC will send notice either by email or text when the balance is at ten dollars ($10) or less. You may elect to receive additional alerts by through your SmartHub account. I understand that it is my responsibility to immediately notify PEC of any changes to my contact information.
3. The continuation of electric service depends on your prepaying for service on a timely basis and once the fund balance on the electric account is depleted to zero dollars ($0), a notification will be sent, and service is subject to disconnection. The daily base rate will continue to accumulate even if no energy consumption occurs.
4. Member assumes all liability for and holds harmless PEC, its directors, officers, employees, and agents for any and all damages of every kind resulting from my participation in the Pre-paid Payment Option including, without limitation, automatic disconnection or reconnection of service.
5. I understand that at any time, I may elect to discontinue the Pre-paid Payment Option and resume standard billing. At that time, PEC will require full payment of any outstanding balance and may require a deposit.
6. Member acknowledges and agrees to the terms and conditions described herein.

Member name: _____ Date: _____

Account: _____ Phone: _____

Email: _____

700.4 MEDICAL NECESSITY PROGRAM APPLICATION

MEDICAL NECESSITY PROGRAM APPLICATION

IMPORTANT INFORMATION:

- This application must be completed to obtain Chronic or Critical Care designation with Pedernales Electric Cooperative, Inc. ("PEC").
- This application will not be processed if incomplete, unreadable, or improperly submitted. All information is required, unless otherwise indicated.
- Submission of this application does not automatically result in Chronic or Critical Care designation.
- Members will be notified upon approval and when the designation is due for renewal.
- Pursuant to the Tariff and Business Rules of PEC, designation as a Chronic or Critical Care residential member does not relieve a member of the obligation to pay for electric service, and service may be disconnected for failure to pay.
- Chronic or Critical Care designation does not guarantee continuous electric power. If electricity is a necessity to sustain life, you must make other arrangements for on-site back-up capabilities or other alternatives in the event of power loss.
- It is important that we have the most current phone number and mailing address on record. Members who have registered their PEC account(s) online may also receive notifications via the registration email address.
- More information may be found on this Program in the "Medical Necessity Program" section of the PEC Tariff and Business Rules.

INSTRUCTIONS FOR MEDICAL NECESSITY PROGRAM APPLICATION:

MEMBER: Complete Part 1 of application and provide to patient's physician to complete
PHYSICIAN: Complete Part 2 of application
MEMBER: Return signed application to any PEC office or via email, fax, or mail

Office locations: Visit pec.coop/locations

Email: medical@peci.com

Fax: 830-868-4956
Attn: Medical Necessity Program

Mail: Pedernales Electric Cooperative, Inc.
Attn: Medical Necessity Program
P.O. Box 1
Johnson City, Texas 78636

MEDICAL NECESSITY PROGRAM APPLICATION - CONTINUED

PART 1: COMPLETED BY THE MEMBER - ALL INFORMATION IS REQUIRED

Member name on PEC account: _____

Patient name: _____

(Name of Patient living permanently at the Service Location who requires chronic condition or critical designation pursuant to PEC's Tariff and Business Rules. The Patient may be the same person as the Member.)

Account number on your PEC bill: _____ Generator? _____

Service location on your PEC bill: _____

City: _____ State: _____ Zip: _____

Mailing address on your PEC bill: _____

City: _____ State: _____ Zip: _____

Member primary phone: _____ Alternate phone (if any): _____

Emergency (Secondary) Contact Information (Your application will be rejected unless you include an Emergency Contact name or insert "I choose not to provide an Emergency Contact name." Failure to include an Emergency Contact may result in disconnection of your electric service without notice if PEC is unable to contact you.

Emergency contact: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Primary phone: _____ Alternate phone (if any): _____

MEMBER – I have read and understood PEC's information on the Medical Necessity Program and certify that the information provided on this application is correct. I understand the information may also be used to determine whether I am eligible for additional notices relating to my electric service. I agree to be contacted by telephone at the phone numbers listed above with respect to the Medical Necessity Program. Pedernales Electric Cooperative, Inc. is not liable for delayed or undelivered notifications.

PATIENT/PATIENTS GUARDIAN, PARENT, OR MANAGING CONSERVATOR – I have read and understood the information on the Medical Necessity Program and certify that the information provided in this application about me (or the patient) is correct. I agree to the release of the information on this form concerning my (or the patient's) medical condition for the purposes stated on this application.

MEDICAL NECESSITY PROGRAM APPLICATION - CONTINUED

PART 2: COMPLETED BY THE PATIENT'S PHYSCIAN – ALL INFORMATION IS REQUIRED

CHRONIC CONDITION:	**YES**	**NO**
The patient has a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent impairment of a major life function through a significant deterioration or exacerbation of the person's medical condidtion.	☐	☐
If yes to the above, has the medical condition been diagnosed as a life-long condition?	☐	☐

OR

CRITICAL CARE CONDITION:	**YES**	**NO**
The patient is dependent upon an electric-powered medical device to sustain life.	☐	☐
If yes to the above, has the medical condition been diagnosed as a life-long condition?	☐	☐

Physician name (please print): _____

Texas Medical Board License number: _____

Phone: _____

Physician signature: _____

700.5 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

Name (First): _____

Name (Last): _____

Organization (if applicable): _____

PEC account number: _____

PEC meter number: _____

Member phone: _____

Member email: _____

Installation address: _____

Installer's name: _____

Installer's phone: _____

Installer's email: _____

Distributed generator details:

Fuel or energy source (solar, etc.): _____

Nameplate rating (kW-DC): _____

Nameplate output rating (kW-AC): _____

Operating voltage (volts): _____

Connection (phase): _____

Equipment manufacturer: _____

Power factor: _____

Frequency: _____

APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

Battery storage system? ☐ **Yes** ☐ **No**

If answering Yes to battery storage system, than complete the next set of questions:

Nameplate rating (kW-DC): _____

Nameplate output rating (kW-AC): _____

Location of facility: _____

Installer's name: _____

Installer's phone: _____

Installer's email: _____

By submitting to PEC, the Member authorizes PEC to discuss this application with the installer listed herein and such other persons necessary to process this Application including, but not limited to, any electrical contractor or consultant for the project.

700.6 INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

THIS AGREEMENT (the "Agreement") made this _____ day of _____ by and between _____, hereinafter referred to as the "Member", and PEDERNALES ELECTRIC COOPERATIVE, INC., hereinafter referred to as the "Cooperative", is as follows:

Member owns or intends to own and/or operate an electric power generating installation, at the service location below, and desires to interconnect and operate such installation in parallel with the Cooperative's electric distribution system. This Agreement defines the requirements and responsibilities of the Member including terms affecting delivery and sale of electricity as well as conditions required for parallel operating distributed generation. Parallel operation and sales of electricity will be governed by the Cooperative's Tariff and Business Rules including any and all amendments that may hereafter be approved by the PEC Board of Directors.

Account number: _____

Member name: _____

Service location: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **SCOPE OF AGREEMENT.** This Agreement is applicable to conditions under which Cooperative and Member agree that one or more generating facility or facilities, interconnecting at a single point, of ten (10) megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facility") may be interconnected to Cooperative's facilities, as described in Exhibit A.

2. **ESTABLISHMENT OF POINT(S) OF INTERCONNECTION.** The Cooperative and the Member agree to interconnect the Facility at the Point of Interconnection in accordance with the Cooperative's Tariff and Business Rules.

3. **RESPONSIBILITIES OF COOPERATIVE AND MEMBER.** While the Cooperative is not regulated in this matter by the Public Utility Commission of Texas, the Cooperative has adopted as its requirements for safety, reliability, and operational rule the Commission's Substantive Rule 25.212 "Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation" hereinafter referred to as the "Rules." Member shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for the Facility specified on Exhibit A. Member shall conduct its operations of the Facility in compliance with all aspects of the Rules. Maintenance of the Facility shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Member agrees to cause the Facility to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

   Member covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, the Facility on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the Facility of one Party, affecting or impairing the Facility of the other

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

Party, or other Facility with which Cooperative is interconnected.

The Cooperative shall notify Member if there is evidence that operation of the Facility causes disruption or deterioration of service to other utility Members or if the operation of Facility causes damage to the Cooperative's facility or other Facility with which the Cooperative is interconnected. Member shall work promptly to resolve the problem.

Member shall notify the Cooperative of any emergency or hazardous condition or occurrence with the Facility which could affect safe operation of Cooperative's facility or other Facility with which Cooperative is interconnected.

Member shall provide Cooperative at least fourteen (14) Business Days' written notice of a change in ownership; any circumstances necessitating a change in the person who is the Member; or cessation of operations of one or more Facility. Upon notice by Member of circumstances necessitating a change in the person who is the Member, the Cooperative shall undertake in a reasonably expeditious manner entry of a new Agreement with the change in person who is the Member.

4. **RIGHT OF ACCESS, EQUIPMENT INSTALLATION, REMOVAL & INSPECTION.** Upon reasonable notice, the Cooperative will send a qualified person to the premises where the Facility is located to inspect the interconnection before the Facility first produces energy. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Cooperative shall have access to the premises where the Facility is located for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its members. Member warrants it has, or has obtained from all other persons, all necessary rights to provide Cooperative with access to the premises and Facility, as necessary or appropriate for Cooperative to exercise its rights under this Agreement and the Rules.

5. **DISCONNECTION OF FACILITY.** Member retains the option to disconnect from the Cooperative's facilities. Member shall notify Cooperative of its intent to disconnect by giving Cooperative at least thirty (30) business days' written notice. Such disconnection shall be a termination of this Agreement.

6. **EFFECTIVE TERM AND TERMINATION RIGHTS.** This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Member may terminate this Agreement at any time, by giving Cooperative thirty (30) business days' written notice; (b) Cooperative may terminate upon failure by Member to generate energy from the Facility within twelve months of executing this Agreement; (c) either the Cooperative may terminate by giving the Member at least thirty (30) Business Days' written notice that the Member is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default. Upon termination Member will ensure the Facility is disconnected from the Cooperative's electric distribution system. The Cooperative may inspect the Facility to ensure proper disconnection from the Cooperative's electric distribution system.

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

7. **SALES OF ELECTRIC SERVICE TO MEMBER.** Member agrees to pay for electric service in accordance with the applicable Interconnection Rate and is subject to such other rates as may be applicable under its Tariff.

8. **CREDITS TO MEMBER.** The Cooperative shall credit electric service in accordance with the applicable rate schedule and is subject to such other rates as may be applicable under its Tariff.

9. **RECEIPT OF POLICY.** Member acknowledges that the Interconnection Policy of the Cooperative is found in its Tariff and Business Rules, as may be amended from time to time.

10. **LIMITATION OF LIABILITY AND INDEMNIFICATION.**
a. Member assumes full responsibility for electric energy furnished to him or her at and past the Point of Interconnection and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises owned or operated by Member arising from electric power and energy delivered by Cooperative or in any way arising directly or indirectly from Member's Facility except (i) when the gross negligence or willful misconduct of the Cooperative or its agent or agents was the sole proximate cause of injuries, including death therefrom, to Member or to employees of Member or in the case of a residential Member, to all members of the household; and (ii) as to all other injuries and damages, to the extent that injuries or damages are proximately caused by or result in whole or in part from (a) any gross negligence or willful misconduct of the Cooperative or its agent(s) independent of and unrelated to the maintenance of Cooperative's facilities or any condition on Member's premises or (b) the breach by Cooperative of any provision of any contract regarding purchase and/or sale of electrical energy or service between Cooperative and Member.
b. The Cooperative's review process and any inspections are intended as a means to safeguard the Cooperative's facilities and personnel. The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of the Member's equipment or DG facility to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such installations.
c. Insurance and Indemnity. Member may consider obtaining liability insurance which insures Member against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation, and maintenance of the Member's generating equipment. Otherwise, the Cooperative's liability is limited herein and in accordance with its Tariff and Member agrees to indemnify and hold the Cooperative harmless from all claims except as may be specified herein or in the Tariff and Business Rules.
d. The Cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and wave form fluctuations occasioned by causes reasonably beyond the control of the Cooperative, including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction. For claims resulting from failures, interruptions, or voltage and wave form fluctuations

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

occasioned in whole or in part by the negligence of the Cooperative or its agent(s), the Cooperative shall be liable only for that portion of the damages arising from personal injury, death of persons, or costs of necessary repairs to or reasonable replacement of electrical equipment proximately caused by the gross negligence or willful misconduct of the Cooperative or its agent(s). The Cooperative shall not be liable in any event for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Cooperative does not assume liability for any costs and damages arising from the disruption of the business of the Member.

11. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Member and Cooperative for the service herein described, and the Cooperative, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Member agrees that it is not relying on any statements not herein contained.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Member:

By: _____

Printed name: _____

Date: _____

Pedernales Electric Cooperative, Inc.

By: _____

Printed name: _____

Title: _____

Date: _____

EXHIBIT A:

1. Member's Facility One-Line Diagram

2. Member's Facility map including location of the following:
   a. Facility disconnects
   b. Labeling of Facility
   c. Cooperatives access points to Facility

700.7 PRIMARY LEVEL SERVICE AGREEMENT

PRIMARY LEVEL SERVICE AGREEMENT

This Primary Service Level Agreement is entered into by and between _____,

herein called "Applicant", and Pedernales Electric Cooperative, Inc. (PEC), herein called "Cooperative" to ensure Applicant recognizes the responsibilities.

This Agreement covers the responsibilities of the Applicant at the following service location:

_____

_____

_____

SERVICE CHARACTERISTICS:
Applicant understands the Cooperative is delivering service to the service location as per Applicant's above request. The Cooperative meter will be the "Point of Delivery". Applicant will be solely responsible for all facilities past the Point of Delivery. This includes ongoing operations and maintenance for Applicant-owned facilities once the Service Location has been energized. The Applicant recognizes that PEC will not perform any work at any time past the Point of Delivery.

Service hereunder will be alternating current, _____ phase, at a frequency of sixty (60) Hz,

and power will be delivered to the Member at _____ kV voltage.

TERM:
This agreement will become effective and binding when executed by both parties, and will remain in effect while Applicant is receiving service delivered at Primary Service Level. The agreement will no longer be in effect if service disconnection is requested by the Applicant. In the case the Applicant wishes to change service delivery by the Cooperative from Primary Service to Secondary Service Level, the Applicant must contact the Cooperative and apply for a line extension as detailed in the Cooperative's Tariff and Business Rules, Section 400, Line Extension Policy.

PEDERNALES ELECTRIC COOPERATIVE, INC.:

Signature: _____

Printed name: _____

Title: _____

Date: _____

APPLICANT:

Signature: _____

Printed name: _____

Date: _____

700.8 APPLICATION FOR EASEMENT RELEASE

APPLICATION FOR EASEMENT RELEASE

In order to process an application for the release of an easement, the following items must be provided:

1. An Application for Easement Release completed and signed by the Applicant;
2. A survey plat, if available, of the area being requested for release showing all property lines, improvements on property, all easements contained on the property with special reference to the easement to be released;
3. If the easement being requested for release was dedicated and recorded by separate instrument, a copy of said instrument must also accompany the application. These documents are obtainable at the County Clerk's office in the respective county in which the document is recorded;
4. A cover letter may include specific information not included in the above, i.e. special circumstances or conditions such as closing dates, which the Applicant believes will assist PEC staff in the processing of the Application; and
5. A processing fee must accompany the Application; the application fee is to be paid by all Applicants, including governmental entities. This fee is non-refundable regardless of whether the Application is ultimately approved by Pedernales Electric Cooperative, Inc.

Upon receipt of the above items, the Application will be researched and reviewed. Assuming the release may be granted, the Cooperative will prepare the necessary documents; the Applicant will be responsible for recording of the easement release (and any associated recording fees) if necessary. Please allow a minimum of thirty (30) business days for processing, research and review.

If we are unable to grant your request, we will contact you promptly. If you have any questions, please contact the District Engineering Supervisor at the office listed below or call toll free at 877-372-0391.

Please submit your request and direct your questions to:

APPLICATION FOR EASEMENT RELEASE - CONTINUED

Application is hereby made for the release of the following easement as described below:

The easement is on property legally described as:

Subdivision/section: _____

Lot and block number: _____

Plat book volume/page: _____

Street address: _____

Provide common description of the easement requested for release, indicating the amount of the easement to be released (provide a survey or plat of the area with the area to be released highlighted).

Property owner's name: _____

Mailing address: _____

Telephone number: _____

Note: If multiple owners own the property in which the easement(s) is requested to be released, include the complete names, addresses, and phone numbers of each owner.

Describe proposed use of area to be released:

Additional relevant information for Cooperative's review:

APPLICATION FOR EASEMENT RELEASE - CONTINUED

Confirm the Application includes the following items:

- ☐ Plat/survey
- ☐ Copy of easement(s)
- ☐ Processing fee

The undersigned, as owner of the property referenced or agent, acknowledges the information including within the Application is true and accurate. It is further understood that receipt of this Application by Pedernales Electric Cooperative, Inc. does not obligate the Cooperative to release any easements referenced herein. The undersigned acknowledges that the Cooperative's employees or representatives may access and inspect the property referenced in the Application.

APPLICANT: _____

Signed by: _____

Printed name: _____

Title: _____

Date: _____

PEC USE ONLY:

☐ APPROVED _____

☐ UNAPPROVED _____

By: _____

Pedernales Electric Cooperative

PO Box 1
Johnson City, TX 78636

File #: 2023-008, **Version:** 1

Resolution - Approval to Amend Tariff and Business Rules - Dual Feed Rider - N Mack | D Thompson

Submitted By: David Thompson
Department: Markets
Financial Impact and Cost/Benefit Considerations: Expenditure of Cooperative funds is not anticipated to be impacted; expenditures of staff time is not anticipated to be impacted.
Addition of this rate will better align cost recovery from PEC Members for the use of PEC's distribution system according to cost causation. The amount of revenue from this rate, approximately $1M / year, will shift the revenue requirement for the cost to operate and maintain the PEC distribution system away from most Members that utilize the PEC distribution system.

In February 2021, the Cooperative approved removal from the Tariff and Business Rule of the Facilities Rental Rider. The Facilities Rental Rider supported non-residential Member requests for non-standard equipment allowing payment over an extended timeframe for this equipment.
These changes were needed to ensure equitable treatment of members in the line extension construction process and to ensure standardization for maintenance and tracking of non-standard equipment across the Cooperative.
To address the remaining cost alignment for non-standard equipment, the Cooperative now recommends adoption of a Dual Feed Rider. A subset of Members requesting the non-standard equipment require that the Cooperative reserve standby capacity on a secondary distribution line.
The proposed new charge ensures those Members requiring reserve capacity pay an equitable share of PEC distribution system costs. In addition, Members are responsible for all costs associated with engineering, installation, maintenance, and material costs required to provide and maintain the non-standard equipment.
The Dual Feed Rider will be based on the Member's highest annual non-coincident peak demand, measured on an hourly basis. The demand will be updated each year according to the Member's required capacity. The monthly charge will be $5.20 per kW reserved.

Tariff and Business Rules amendments and effective dates are shown below:

- Section Dual Feed Rider, 500.1.21 - Effective for all bills issued on and after June 1, 2023

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE that the Cooperative approves the amendments to the Tariff and Business Rules as attached hereto with such changes, if any, as were approved by the Board, to become effective upon Board approval, unless otherwise specified in the Tariff and Business Rules; and

BE IT FURTHER RESOLVED that the Chief Executive Officer, or designee, is authorized to take all such actions as needed to implement this resolution.

Approval to Amend Tariff and Business Rules – Dual Feed Rider

Natalia Mack I Rates Manager

David L. Thompson I VP of Markets

Dual Feed Rider

Background

- Currently, we have 10 members with Automatic Transfer Switches that require reserved capacity on a second feeder.
- These require a secondary feeder on stand-by with capacity in case the ATS is triggered
- System Planning reserves capacity on both the primary and secondary feeders in planning studies
- The current Large Power Delivery Charge (Distribution wires charge) does not recover the cost to reserve capacity on the secondary feeder.
- Based on current load growth, we expect to add 1 to 2 members a year with dual feed requirement

Dual Feed Rider

Background (cont.)

Example: Automatic Transfer Switch (ATS)

Considered non-standard equipment, the ATS is used to switch electrical energy between feeders quickly and safely because a building cannot be connected to both the primary feeder and backup feeder at the same time.

Dual Feed Rider

Proposed Rate Change

- Add new rider applicable to members with an ATS
- Charge the billed demand using the highest annual non-coincidental peak demand measured on an hourly interval basis.
- The demand will remain unchanged for a 12-month period and adjusted upon review annually.
- The proposed monthly charge is $5.20 per kW

Financial Impact

- Cost to members depends on required reserved capacity

Dual Feed Rider

Proposed Tariff Amendment

- New Section 500.1.21 – Dual Feed Rider

Proposed Implementation Timeline and Details

- C&I Team will communicate directly with each affected member
- Effective for all bills issued on and after June 1, 2023

PEC Helpful Links and Rate Contact Information

PEC Document Center -

Includes Rate Policy, Cost of Service Studies, recent rate related Board items

https://www.pec.coop/about-us/your-cooperative/document-center/

PEC Rate Inquiry email address - Rateinquiry@peci.com

PEDERNALES ELECTRIC COOPERATIVE

TARIFF AND BUSINESS RULES
FOR ELECTRIC SERVICE

Pedernales Electric Cooperative, Inc.
201 South Avenue F
P.O. Box 1
Johnson City, Texas 78636-0001

TABLE OF CONTENTS

100 DEFINITIONS 6
200 DESCRIPTION OF THE COOPERATIVE'S SERVICE AREA 10
200.1 COUNTIES SERVED 10
200.2 FRANCHISE CITIES SERVED 10
300 GENERAL SERVICE RULES AND REGULATIONS 11
300.1 GENERAL 11
300.2 AVAILABILITY OF TARIFF 11
300.3 ALTERNATE LANGUAGE REQUIREMENTS 11
300.4 MEMBER ACCESS TO COOPERATIVE RECORDS 11
300.4.1 SUBPOENA RESPONSE SERVICES 11
300.4.2 EASEMENT RELEASE APPLICATION 12
300.5 WAIVERS 12
300.6 NON-DISCRIMINATION 12
300.7 CREDIT WORTHINESS AND SECURITY DEPOSITS 12
300.7.1 CREDIT REQUIREMENTS FOR RESIDENTIAL APPLICANTS 12
300.7.2 CREDIT REQUIREMENTS FOR NON-RESIDENTIAL APPLICANTS 13
300.7.3 DEPOSITS AND GUARANTEE AGREEMENTS 13
300.7.3.1 NEW APPLICANT 13
300.7.3.2 EXISTING MEMBER 14
300.7.3.3 ADDITIONAL DEPOSIT 14
300.7.3.4 DEPOSIT WAIVER DUE TO FAMILY VIOLENCE 14
300.7.3.5 REFUSAL OF SERVICE 14
300.7.4 GUARANTEES OF RESIDENTIAL MEMBER ACCOUNTS 14
300.7.5 AMOUNT OF DEPOSIT 15
300.7.6 INTEREST ON DEPOSITS 15
300.7.7 RECORDS OF DEPOSITS 16
300.7.8 REFUNDING DEPOSITS AND VOIDING LETTERS OF GUARANTEE 16
300.7.9 RE-ESTABLISHMENT OF CREDIT 16
300.8 ESTABLISHING MEMBERSHIP 17
300.8.1 ESTABLISHING MEMBERSHIP AND MEMBERSHIP FEE 17
300.8.2 ESTABLISHMENT OR TRANSFER FEE 17
300.9 SERVICE 17
300.9.1 CONDITIONS OF SERVICE 17
300.9.2 TIMING OF SERVICE 18
300.9.3 SAME DAY SERVICE FEE 18
300.9.4 SERVICE TO RENTAL LOCATION 18
300.9.5 REFUSAL OF SERVICE 18
300.9.6 CONTINUITY OF SERVICE 19
300.9.7 DISCONTINUATION OF SERVICE 19
300.9.7.1 VOLUNTARY MEMBER DISCONNECTION 19
300.9.7.2 COOPERATIVE DISCONNECTION 19
300.9.7.2.1 DISCONNECTION WITH NOTICE 19
300.9.7.2.2 DISCONNECTION WITHOUT PRIOR NOTICE 20
300.9.7.2.3 DISCONNECTION PROHIBITED 20
300.9.7.2.4 DISCONNECTION DUE TO COOPERATIVE ABANDONMENT 21
300.9.7.2.5 DISCONNECTION OF PAYMENT ASSISTANCE MEMBERS 21
300.9.7.2.6 DISCONNECTION DURING EXTREME WEATHER 21
300.9.7.2.7 DISCONNECTION DURING WEEKEND OR HOLIDAY 21
300.9.7.2.8 DISCONNECTION NOTICES 21
300.9.8 SWITCHOVER AND DISCONNECT FEES 22
300.9.9 RECONNECTION FEE 22

300.9.10 MEDICAL NECESSITY PROGRAM 22
300.9.11 CRITICAL LOAD PROGRAM 23
300.9.12 RECORD OF INTERRUPTION 23
300.10 EMERGENCY OPERATIONS PLAN 23
300.11 BILLING AND PAYMENT 23
300.11.1 BILLING RECORDS RETENTION 24
300.11.2 PAYMENT 24
300.11.3 PAYMENT PLANS 24
300.11.3.1 PRE-PAID PAYMENT PLAN 24
300.11.3.2 INSTALLMENT PLAN 26
300.11.3.3 FIXED PAYMENT PLAN 27
300.11.3.4 AVERAGE PAYMENT PLAN 27
300.11.3.5 CREDIT CARD PAYMENT PLAN 27
300.11.3.6 BANK DRAFT PAYMENT PLAN 27
300.11.4 LATE PAYMENT PROCESSING FEES 27
300.11.5 LOAN LATE FEES 28
300.11.6 RETURNED CHECK / DENIED BANK DRAFT / DENIED CREDIT CARD 28
300.11.7 PAYMENT DEADLINE EXTENSION 28
300.11.8 PAYMENT DEADLINE EXTENSION FOR ELDERLY RESIDENTIAL MEMBERS 28
300.11.9 NON-PAYMENT DISCONNECT AND RECONNECT FEE 28
300.11.10 TRANSFERS OF DELINQUENT BALANCES 28
300.12 VOLTAGE DESIGNATIONS 29
300.13 MEASUREMENT AND METERING OF SERVICE 29
300.13.1 METERING REQUIREMENTS 29
300.13.2 METER RECORDS 30
300.13.3 METER READINGS 30
300.13.4 METER TESTING 30
300.13.5 ADJUSTMENTS DUE TO METER ERRORS 31
300.13.6 ADVANCE METERING OPT OUT PROGRAM 31
300.13.6.1 METER EXCHANGE FEE 31
300.13.6.1.1 METER READINGS AND METER READING FEE 31
300.13.7 METER TAMPERING; THEFT OF ELECTRIC SERVICE 32
300.13.8 METER TEST FEE 32
300.14 DISPUTE RESOLUTION 32
300.14.1 BILLING DISCREPANCIES OR ADJUSTMENTS 33
300.14.1.1 UNDER-BILLING 33
300.14.1.2 OVER-BILLING 33
300.14.2 POWER FACTOR ADJUSTMENT 33
300.14.3 REFUNDS 33
300.14.4 MEMBER COMPLAINTS 33
400 LINE EXTENSION POLICY 34
400.1 OVERVIEW 34
400.2 RESIDENTIAL SERVICE 34
400.3 RESIDENTIAL DEVELOPMENTS 35
400.4 NON-RESIDENTIAL SERVICE 36
400.5 NON-RESIDENTIAL DEVELOPMENTS 37
400.6 PRIMARY LEVEL SERVICE 38
400.7 UNDERGROUND SERVICE 38
400.8 STANDARD DELIVERY SERVICE AND FACILITIES 39
400.9 NON-STANDARD DELIVERY SERVICE AND FACILITIES 39
400.10 ROUTING 40
400.11 AREA LIGHTING 40
400.12 UNMETERED NON-RESIDENTIAL SERVICE 40
400.13 NON-PERMANENT SERVICE 40

400.14 SERVICE UPGRADES TO EXISTING COOPERATIVE FACILITIES 40
400.15 SYSTEM IMPACT FEE 41
400.16 PLANNING REDESIGN FEES 41
400.17 AFTER-HOURS SERVICE 41
400.18 MISCELLANEOUS TRIP FEE 41
400.19 NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION 41
400.20 DE-ENERGIZATION AND LINE CLEARANCES 41
400.21 OWNERSHIP OF COOPERATIVE FACILITIES 41
400.22 REMOVAL AND/OR RELOCATION OF COOPERATIVE FACILITIES 41
500 RATES 43
500.1 MEMBER CHARGES, CREDITS AND ADJUSTMENTS 43
500.1.1 SERVICE AVAILABILITY CHARGE 43
500.1.2 EBILLING BILLING CREDIT 43
500.1.3 EDRAFT BILLING CREDIT 43
500.1.4 DELIVERY CHARGE 43
500.1.5 CAPACITY DEMAND CHARGE 44
500.1.6 PEAK DEMAND CHARGE 44
500.1.7 BASE POWER CHARGE 44
500.1.7.3 FLAT BASE POWER CHARGE 44
500.1.7.4 TIME-OF-USE BASE POWER CHARGE 45
500.1.8 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE 45
500.1.8.1 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KWH 46
500.1.8.2 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KW 46
500.1.9 COMMUNITY SOLAR TRANSMISSION COST ADJUSTMENT (STCA) 46
500.1.10 PRIMARY SERVICE ADJUSTMENT (PSA) 46
500.1.11 RENEWABLE ENERGY RIDER CHARGE 47
500.1.12 SUSTAINABLE POWER CREDIT 47
500.1.13 WHOLESALE ENERGY CREDIT 47
500.1.14 FRANCHISE FEE 48
500.1.15 SALES TAX 48
500.1.16 COOPERATIVE OWNED LAMP CHARGE 48
500.1.17 POWER OF CHANGE 49
500.1.18 CAPITAL CREDITS 49
500.1.19 MISCELLANEOUS PASS-THROUGH CHARGE 50
500.1.20 TEMPORARY WINTER STORM SURCHARGE 50
500.1.21 DUAL FEED RIDER 50
500.2 RATE SCHEDULES 51
500.2.1 RESIDENTIAL, FARM AND RANCH SERVICE 51
500.2.1.1 RESIDENTIAL, FARM AND RANCH SERVICE 51
500.2.2 NON-RESIDENTIAL SERVICE 51
500.2.2.1 SMALL POWER SERVICE 51
500.2.2.2 LARGE POWER SERVICE 52
500.2.2.3 INDUSTRIAL POWER SERVICE 52
500.2.2.4 TRANSMISSION LEVEL SERVICE 53
500.2.2.5 ELECTRIC VEHICLE PUBLIC CHARGE STATION RATE 53
500.3 RATE PROGRAMS 54
500.3.1 INTERCONNECT RATE 54
500.3.2 INTERCONNECT WHOLESALE ENERGY RATE 54
500.3.3 COMMUNITY SOLAR RATE 55
500.3.4 MILITARY BASE DISCOUNT 56
500.3.5 ECONOMIC DEVELOPMENT DISCOUNT 57
500.3.6 UNMETERED DEVICE SERVICE 57

500.3.6.1 UNMETERED LIGHTING DEVICE SERVICE 58
500.3.6.2 UNMETERED NON-LIGHTING DEVICE SERVICE 59
500.4 FEE SCHEDULE 60
600 INTERCONNECTION POLICY 62
600.1 GENERAL 62
600.2 LIMITATIONS WITH REGARD TO METERS AND FACILITIES 62
600.3 COMPLIANCE WITH ALL LAWS, REGULATIONS, AND STANDARDS 62
600.4 MEMBER REQUIREMENTS 62
600.5 COOPERATIVE REVIEW OF PROPOSED DG FACILITY 63
700 APPENDICES 64
700.1 MEMBERSHIP APPLICATION AND CERTIFICATE 64
700.2 RESIDENTIAL LETTER OF GUARANTEE 65
700.3 PREPAID PAYMENT OPTION MEMBER AGREEMENT 67
700.4 MEDICAL NECESSITY PROGRAM APPLICATION 69
700.5 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) 72
700.6 INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) 74
700.7 PRIMARY LEVEL SERVICE AGREEMENT 78
700.8 APPLICATION FOR EASEMENT RELEASE 79

100 DEFINITIONS

The following definitions apply to the Tariff and Business Rules for Electric Service, ("Tariff") of Pedernales Electric Cooperative, Inc. ("PEC" or "Cooperative"), including the service rules and regulations, policies, rate schedules and riders, and any service agreements made pursuant to this Tariff, unless specifically defined otherwise therein.

Applicant – A Person applying for membership into the Cooperative or a Member, property owner, developer, or home builder applying for a line extension, upgrade, or removal and/or relocation or modification of electric service facilities.

Billing Determinant – Measured, calculated, or specified values used to determine the Cooperative's Rates, charges, credits, and adjustments. These values may include, but are not limited to, measurements of kilowatt-hours (kWh), actual monthly Non-Coincident Peak (NCP) demand in kilowatts (kW), annual NCP demand in kilowatts (kW), Four (4) Coincident Peak Demand in kilowatts (kW), billing demand in kilowatts (kW), Power Factor, Community Solar Energy Units, Unit Energy Allocation, Solar Energy, Net Energy, and number of lamps.

Business Day – All days the Cooperative business offices are open, which includes all weekdays not including Cooperative Holidays.

Capacity Demand – The maximum demand (kW) of power consumed, measured on a fifteen (15) minute interval basis within the billing period as applicable.

Commission – The Public Utility Commission of Texas.

Contribution in Aid of Construction (CIAC) – Payment by Applicant to the Cooperative for line extensions, upgrades, or expansions in excess of allowable investments by the Cooperative, or for nonstandard service facilities, removals, or relocations.

Cooperative – Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation organized and operating under the Electric Cooperative Corporation Act, Texas Utilities Code Annotated, Chapter 161, or a predecessor statute to Chapter 161, and operating under that chapter.

Cooperative Facilities – All the plant and equipment of the Cooperative, including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the business of the Cooperative, including any construction work in progress.

Cost Calculation – A calculation of the cost to extend electric service for Residential Service or Non-Residential Service. The Cost Calculation will include labor and materials used in constructing the line extension, as well as engineering, right-of-way acquisition and clearing to the extent undertaken by the Cooperative or its agents, and all other costs directly attributable to the extension.

Delivered Energy – The total energy (kWh) delivered to a Member during a billing cycle through the Cooperative's Delivery System.

Delivery System – The electric lines and other equipment, including transformers, owned by Cooperative, and the meters, including non-Cooperative owned meters, used in the delivery of electric power and energy.

Development Cost Calculation – A calculation of the cost to extend electric service to a residential subdivision or development, or non-residential development. The Development Cost Calculation will include labor and materials used in constructing the line extension, as well as engineering, right-of-way

acquisition and clearing to the extent undertaken by the Cooperative or its agents, and all other costs directly attributable to the extension.

Distributed Generation (DG) – An electrical generating facility located at a Member's service location, which may be connected in parallel to the Delivery System.

Four (4) Coincident Peak (4CP) – The average of the monthly 15-minute demand for each of the months of June, July, August and September at the same time as the greatest ERCOT system 15-minute demand for the months of June, July, August and September.

Four (4) Coincident Peak (4CP) Demand – The demand (kW) measured during the 4CP.

Good Utility Practice – The meaning as assigned to this term in the Commission's Substantive Rule 25.5, Definitions.

Guarantor – A Member of the Cooperative who takes on a financial responsibility for an Applicant applying for service.

Holiday – Days the Cooperative does not consider a Business Day or days the Cooperative observes as holidays by not having hours of operation.

Individual Private Dwelling – A fixed, permanent residential structure. This term includes a mobile home that has been affixed in its permanent location. This term does not include self-propelled and non-self-propelled recreational vehicles that have no foundation other than wheels, jacks, or skirting.

Interconnection – The physical connection of a DG facility to the utility system in accordance with the requirements of the Interconnection Policy of the Cooperative.

Interconnection Agreement – The agreement which sets forth the contractual conditions under which the Cooperative and a Member agree that one (1) or more facilities will interconnect with the Delivery System.

Installment Plan – An agreement between the Cooperative and a Residential Service Member that allows the Member to pay an outstanding bill on installments extending beyond the bill's due date.

Landlord Provision – An owner or property manager acting as a landlord may apply for service and pay all applicable fees one time. Upon a tenants' disconnection, the landlord is automatically reconnected without being held liable for a tenant's bill nor charged additional establishment or interruption of service fees.

Load Zone – A group of electrical buses assigned to the same geographic region as designated by ERCOT.

Member – Any Person, firm, corporation, or body politic that has applied for electric service and has paid the Cooperative's membership fee.

Member Class – A group of Members with similar electric usage and service characteristics (i.e. residential, small power, large power) taking service under one (1) or more rate schedules.

Multi-Family Dwelling – Building(s) containing two (2) or more dwelling units, rented primarily for non-transient use, and with rent paid at intervals of one (1) week or longer. Multi-Family Dwelling includes residential condominiums, whether rented or owner occupied.

Municipality – A city, incorporated village, or town, existing, created, or organized under the general, home rule, or special laws of the State of Texas.

Net Operating Margins – The excess revenue remaining after all operating expenses, including but not limited to, cost of power, depreciation, interest, and taxes have been deducted from the Cooperative's total operating revenue.

Non-Residential Service – Service provided to Members who meet the qualifications for service in Section 500.2.2, Non-Residential Service.

Parallel Operation – The operation of on-site DG while the customer connects to the Cooperative's Delivery System.

Payment Plan – Any agreement between the Cooperative and a Member that allows a Member to pay the outstanding bill after its due date.

Peak Demand – The maximum demand (kW) of power consumed measured on an hourly interval basis during the Peak and the Super Peak time periods as applicable.

Person – Any natural person or business entity or trust.

Point of Delivery – The point, as determined by the Cooperative, at which electric power and energy leaves the Delivery System. For residential installations, the Applicant will install and be solely responsible for the wiring of the installation and all service entrance wiring through the weather head and the meter base to the Applicant's main disconnect switch or service center. For non-residential installations, the Applicant will install and be solely responsible for the wiring of the installation on Applicant's side of the Point of Delivery regardless of the metering location provided that the voltage service level at the metering location is the same as that of the delivery point.

Premises – A tract of land or real estate including buildings and other appurtenances thereon.

Primary Account – For a Member that has multiple accounts, the account to which the membership fee is assigned and determines the Members' voting district.

Primary Level Service – Service delivered at any one of the Cooperative's standard service voltages delivered after one (1) Cooperative transformation (other than by use of autotransformers) from a transmission voltage.

Qualifying Cogenerator – The meaning as assigned to this term by 16 U.S.C. §796 (18) (C).

Qualifying Cogeneration Facility – The meaning as assigned to this term by 16 U.S.C. §796 (18) (B).

Qualifying Facility – Either a Qualifying Small Power Producer or Qualifying Cogeneration Facility.

Qualifying Small Power Producer – The meaning as assigned to this term by 16 U.S.C. §796 (17) (D).

Rate – Includes:

1. Any compensation, tariff, charge, adjustment, credit, rider, fare, toll, rental, or classification that is directly or indirectly demanded, observed, charged, or collected by the Cooperative for a service, product, or commodity; and
2. A rule, practice, or contract affecting the compensation, tariff, charge, fare, toll, rental, or classification.

Real Time Market – Energy transactions occurring within the current instant in time in the ERCOT market.

Received Energy – The surplus energy generated by a DG system with an Interconnection Agreement received by the Cooperative's Delivery System during a billing cycle.

Residential Service – Service provided to Members who meet the qualifications for service in Section 500.2.1, Residential, Farm and Ranch Service.

Secondary Level Service – Service delivered at any one of the Cooperative's standard service voltages delivered after two (2) or more Cooperative transformations (other than by use of autotransformers) from a transmission voltage.

Service – The term includes any act performed, anything supplied, and any Cooperative Facilities used or supplied by the Cooperative in the performance of its duties.

Settlement Point Price – The price calculated for the Load Zone for each 15-minute settlement interval in Real-Time Market operations.

Tenant – A Person who is entitled to occupy a dwelling unit to the exclusion of others and who is obligated to pay for the occupancy under a written or oral rental agreement.

Transmission Level Service – Service delivered at the Cooperative's standard transmission service voltage.

200 DESCRIPTION OF THE COOPERATIVE'S SERVICE AREA

PEC may serve all or a portion of the counties and cities listed below.

200.1 COUNTIES SERVED

Bell County
Bexar County
Blanco County
Burnet County
Caldwell County
Comal County
Edwards County
Gillespie County
Guadalupe County
Hays County
Kendall County
Kerr County
Kimble County
Kinney County
Lampasas County
Llano County
Mason County
Menard County
Real County
San Saba County
Schleicher County
Sutton County
Travis County
Williamson County

200.2 FRANCHISE CITIES SERVED

Austin
Bertram
Blanco
Boerne
Buda
Bulverde
Cedar Park
Cottonwood Shores
Creedmoor
Dripping Springs
Fair Oaks Ranch
Florence
Georgetown
Granite Shoals
Hays
Highland Haven
Horseshoe Bay
Johnson City
Jonestown
Junction
Kempner
Kyle
Lago Vista
Lakeway
Leander
Liberty Hill
Marble Falls
Meadowlakes
Mountain City
Mustang Ridge
Niederwald
Point Venture
Round Mountain
Round Rock
San Leanna
San Marcos
Spring Branch
The Hills
Uhland
Bear Creek
Briarcliff
Volente
Weir
Wimberley
Woodcreek

300 GENERAL SERVICE RULES AND REGULATIONS

300.1 GENERAL

This Tariff contains all Rates stated separately by type of service and the rules and regulations of the Cooperative affecting Rates, terms and conditions of service. The Tariff is intended to provide uniformity in the delivery of power and energy services to all Members within the Cooperative's service area.

The Cooperative will construct, own, operate, and maintain its Delivery System in accordance with Cooperative standards and Good Utility Practice for the delivery of electric power and energy.

The Cooperative will provide all Members access to the Delivery System pursuant to this Tariff, which establishes the Rates, terms and conditions, and policies for such access.

The Cooperative Rates will provide access to the Delivery System on a non-discriminatory basis to all Members.

300.2 AVAILABILITY OF TARIFF

The Tariff will be accessible on the Cooperative's website or as requested. The Cooperative will provide copies of this Tariff at each office where applications are received, at a Member's request.

300.3 ALTERNATE LANGUAGE REQUIREMENTS

The Cooperative may provide information in English, Spanish, and any other language as the Cooperative deems necessary.

300.4 MEMBER ACCESS TO COOPERATIVE RECORDS

A Member, upon written request, is entitled to examine and copy (at the Member's expense), at any reasonable time, the books, and records of the Cooperative subject to the conditions of the Cooperative's Open Records Policy.

Requests for information are restricted to Members of the Cooperative. The Open Records Policy does not require the creation of Records (as defined in the Open Records Policy). The Cooperative reserves the right to charge an Open Records fee to the Member, payable in advance, if fulfilling the request, or a series of substantively related requests, requires large amounts of employee time or other materials and services to fulfill the request. All fee amounts are per Section 500.4, Fee Schedule.

Please direct all Member requests for information to:

Open Records Request
Pedernales Electric Cooperative, Inc.
P.O. Box 1, Johnson City, TX 78636

- or -

openrecords@peci.com

300.4.1 SUBPOENA RESPONSE SERVICES

If records are requested by subpoena, the Cooperative may charge the requester an hourly fee to answer the request. All fee amounts are per Section 500.4, Fee Schedule.

300.4.2 EASEMENT RELEASE APPLICATION

The Cooperative will assess a fee for processing an Application for Easement Release. A Member may contact the Cooperative for an Application for Easement Release. All fee amounts are per Section 500.4, Fee Schedule.

300.5 WAIVERS

The Cooperative's credit and deposit requirements are subject to change at any time by the Board of Directors. For good cause, including for natural disasters or other declared emergencies, the Chief Executive Officer may waive, suspend, or modify any credit or deposit requirement, the establishment fee, same day service fee, and reconnection fee for a limited duration to address the circumstances. The Chief Executive Officer must inform the Board of Directors at its next regular meeting of all actions taken.

300.6 NON-DISCRIMINATION

The Cooperative will not discriminate based on race, color, nationality, religion, sex, marital status, disability, income level, or source of income, and will not unreasonably discriminate based on geographic location.

300.7 CREDIT WORTHINESS AND SECURITY DEPOSITS

300.7.1 CREDIT REQUIREMENTS FOR RESIDENTIAL APPLICANTS

The Cooperative will require an Applicant for Residential Service or an existing residential Member to establish and maintain satisfactory credit as a condition of providing service.

Establishment of credit will not relieve any Member from complying with the Cooperative's requirements for prompt payment of bills.

The Cooperative will equally apply credit worthiness to both spouses for twelve (12) months immediately after a divorce.

An Applicant for Residential Service or an existing Residential Service Member can establish satisfactory credit by any of the following:

1. Clearing any unpaid or delinquent balances prior to re-establishing service with the Cooperative;

2. Meeting and adhering to the Cooperative’s payment policies and/or Payment Plan such that:

    a. During the most recent twelve (12) consecutive months of service the Member is not late in paying a bill more than once;

    b. The Member does not have service disconnected for nonpayment; and

    c. The Member does not have more than one (1) returned check.

3. Having had a credit risk assessment conducted by the Cooperative or on its behalf and receiving a satisfactory credit risk assessment; or

4. Providing customer history from any electric service provider for the same kind of service within the last two (2) years; was not delinquent more than once in payment of any such electric service account in the most recent twelve (12) consecutive months of service, and provides a satisfactory letter of credit history from the Applicant's previous electric service provider.

300.7.2 CREDIT REQUIREMENTS FOR NON-RESIDENTIAL APPLICANTS

For Non-Residential service, if an Applicant's or existing Member's credit has not been demonstrated satisfactorily to the Cooperative, the Applicant may be required to pay a deposit in an amount not to exceed one-sixth (1/6th) of the annual estimated bill.

An Applicant for Non-Residential Service or an existing non-residential Member can establish satisfactory credit by:

1. Clearing any unpaid or delinquent balances prior to re-establishing service with the Cooperative;

2. Meeting and adhering to the Cooperative's payment policies and/or Payment Plan such that:

    a. During the most recent twenty-four (24) consecutive months of service the Member is not late in paying a bill more than once;

    b. The Member does not have service disconnected for nonpayment; and

    c. The Member does not have more than one (1) returned check.

3. Providing customer history from any electric service provider for the same kind of service within the last two (2) years; was not delinquent more than once in payment of any such electric service account in the twenty-four (24) consecutive months of service, and provides a satisfactory letter of credit history from the Applicant's previous electric service provider; or

4. Having had a credit risk assessment conducted by the Cooperative or on its behalf and receiving a satisfactory credit risk assessment.

300.7.3 DEPOSITS AND GUARANTEE AGREEMENTS

300.7.3.1 NEW APPLICANT

Upon application, if an Applicant is not credit worthy per Sections 300.7.3.1, New Applicant or Section 300.7.3.2, Existing Member, they will be required to pay the following deposits, unless they qualify and choose the residential Pre-paid Payment Plan or Bank Draft Payment Plan option:

1. A fixed deposit in the amount of one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential service in the event the Applicant fails to provide complete, accurate, and verifiable identification information when requested by the Cooperative when applying for electric service; or

2. A fixed deposit in the amount of either seventy-five dollars ($75.00) or one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential Service in the event the Applicant fails to either:

    a. Provide a satisfactory letter of credit history from its previous electric service provider; or

    b. Receive a satisfactory credit risk assessment conducted by the Cooperative or on its behalf. The amount of the deposit due will be based on a credit risk assessment.

300.7.3.2 EXISTING MEMBER

An existing Member applying for additional electric service is required to pay the following charges, unless they qualify and choose the residential Pre-paid Payment Plan or Bank Draft Payment Plan option:

1. A fixed deposit in the amount of one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential Service in the event the Member fails to provide complete, accurate and verifiable identification information when requested by the Cooperative when applying for additional electric service; or

2. A fixed deposit in the amount of either seventy-five dollars ($75.00) or one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for a Non-Residential Service in the event the Member failed to satisfactorily demonstrate to the Cooperative the Member's credit worthiness or otherwise demonstrated a previous history of neglect to fulfill membership obligations. Examples include, but not limited to, paying a bill late more than once during the most recent twelve (12) consecutive months of service for Residential or twenty-four (24) consecutive months for Non-Residential Service, disconnection for nonpayment, failure to meet obligations under an installment plan, return of a check for insufficient funds, theft of service, meter tampering, safety code violations or fraud. The Cooperative bases the amount of the deposit due on a credit risk assessment.

If the Member applying for additional electric service has less than twelve (12) consecutive months of service, the Member may provide a satisfactory letter of credit history from its previous electric service provider or have a credit risk assessment conducted by the Cooperative on its behalf and receive a satisfactory credit risk assessment.

300.7.3.3 ADDITIONAL DEPOSIT

If the Applicant or existing Member has already paid a fixed deposit, the Applicant may be required to pay an additional deposit up to a total deposit amount not to exceed one-sixth (1/6th) of the annual estimated bill.

300.7.3.4 DEPOSIT WAIVER DUE TO FAMILY VIOLENCE

If the Applicant or existing Member has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, such Person will not be required to pay either an initial or additional deposit when establishing new service. This determination will be evidenced by submission to the Cooperative of a certification letter developed by the Texas Council on Family Violence within ten (10) Business Days of the application for service. This waiver will only be applied toward an initial or additional deposit for a single location for the Applicant or existing Member unless another certification letter is later provided. Any reconnections after nonpayment will be subject to payment of the past due balance, reconnection fee, deposits, and any other fees required. All fee amounts are per Section 500.4, Fee Schedule.

300.7.3.5 REFUSAL OF SERVICE

The Cooperative may refuse to provide service to an Applicant if the requested deposit is not paid at the initiation of service. The Cooperative may also refuse to reconnect service to an Applicant or existing Member if the requested deposit is not paid upon request.

300.7.4 GUARANTEES OF RESIDENTIAL MEMBER ACCOUNTS

The Cooperative will allow an Applicant that cannot meet the credit requirements as defined in Section 300.7, Credit Worthiness and Security Deposits, to have a Guarantor sign an agreement that fulfills the credit requirements on their behalf. A guarantee agreement between the Cooperative

and a Guarantor with satisfactory credit must be in writing and will be for no more than the amount of the initial deposit the Cooperative would require on the Applicant's account pursuant to Section 300.7.3.1, New Applicant.

1. A Guarantor can establish satisfactory credit by meeting and adhering to the Cooperative's payment policies and/or Payment Plans such that:

    a. During the most recent twelve (12) consecutive months of service the Guarantor is not late in paying a bill more than once;

    b. During the most recent twelve (12) consecutive months of service the Guarantor has not had service disconnected for nonpayment; and

    c. During the most recent twelve (12) consecutive months of service the Guarantor has not had more than one (1) returned check.

2. The Cooperative will void and return the guarantee to the Guarantor according to the provisions of Section 300.7.8, Refunding Deposits and Voiding Letters of Guarantee.

3. Upon default by a residential Member, the Guarantor of that Member's account will be responsible for the unpaid balance of the account only up to the amount agreed to in the written agreement.

4. The Cooperative will provide written notification to the Guarantor of the Member's default, the amount owed by the Guarantor, and the due date for the amount owed.

5. The Cooperative will provide the Guarantor a bill which will include the payment due date which will not be less than sixteen (16) calendar days after issuance.

6. The Cooperative may transfer the amount owed on the defaulted account to the Guarantor's own service bill, provided it separately identifies the guaranteed amount owed on the Guarantor's bill.

7. The Cooperative may disconnect service to the Guarantor for nonpayment of the guaranteed amount.

300.7.5 AMOUNT OF DEPOSIT

The total deposit(s) from an Applicant or Member will not exceed one-sixth (1/6th) of the estimated annual billing for the account unless the Member or Applicant is subject to the fixed deposit amount described in Section 300.7.3, Deposits and Guarantee Agreements, in which case the amount of the deposit will not be less than the amount of those fixed deposit(s).

300.7.6 INTEREST ON DEPOSITS

The Cooperative will pay interest on any required deposits at an annual rate at least equal to that set by the Commission on December first (1st) of the preceding year, pursuant to Texas Utilities Code §183.003. If a deposit is refunded, payment of interest will be made retroactive to the date of the deposit.

Payment of the interest will be made to the Member annually or at the time the deposit is returned or credited to the Member's account.

The deposit will cease to draw interest on the date it is returned or credited to the Member's account.

300.7.7 RECORDS OF DEPOSITS

The Cooperative will keep the following records:

1. The name and address of each depositor;

2. The amount and date of the deposit; and

3. Each transaction concerning the deposit.

The Cooperative will issue a receipt of deposit to each Applicant paying a deposit and will provide means for a depositor to establish a claim if the receipt is lost.

The Cooperative will maintain a record of each unclaimed deposit for at least four (4) years.

The Cooperative will make a reasonable effort to return unclaimed deposits.

300.7.8 REFUNDING DEPOSITS AND VOIDING LETTERS OF GUARANTEE

If service is not connected or is disconnected, the Cooperative will promptly refund the Applicant's deposit, plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished and void and return to the guarantor all letters of guarantee on the account or provide written documentation that the contract has been voided.

The Cooperative will promptly refund the deposit plus accrued interest to the Member or credit the amount of the deposit and accrued interest to the Member's account or void and return the guarantee or provide written documentation that the contract has been voided when the following conditions are all met.

1. Member has paid bills for Residential Service for twelve (12) consecutive billing months or when the Member has paid bills for Non-Residential Service for twenty-four (24) consecutive billing months;

2. During that time service was not disconnected for nonpayment of a bill; and

3. During that time Member was not delinquent in the payment of bills more than once.

The deposit may be retained if the Member:

1. Does not meet the foregoing refund criteria; or

2. Failed to provide complete, accurate, and verifiable identification information when requested by the Cooperative.

The letter of guarantee may be retained if the Member does not meet the foregoing refund criteria.

300.7.9 RE-ESTABLISHMENT OF CREDIT

A Member whose service has been disconnected for nonpayment of bills or theft of service (meter tampering or bypassing of meter) will be required, before service is reconnected, to pay all amounts due to the Cooperative, including reconnection and other applicable fees, and reestablish credit. All fee amounts are per Section 500.4, Fee Schedule.

300.8 ESTABLISHING MEMBERSHIP

300.8.1 ESTABLISHING MEMBERSHIP AND MEMBERSHIP FEE

Membership in the Cooperative is required for service. A Person that is a Member of the Cooperative will be entitled to a single or joint membership, no matter how many meters or accounts the Member has. A fee will be required with the initial application for service and establishes the Primary Account. At that time, the fee will be applied to the Member's open account or applied to the outstanding account balance of the last open account. Termination of membership does not release a Member or Member's estate from debts owed to the Cooperative. Additional fees may be required for each additional service connection requested by the Member, but the Cooperative will not charge an additional membership fee due to the creation of additional service connections by the Member. The Cooperative will retain the membership fee until the membership terminates or the property sells. All fee amounts are per Section 500.4, Fee Schedule.

300.8.2 ESTABLISHMENT OR TRANSFER FEE

There will be a fee collected for connecting service and/or transferring account information per service location. All fee amounts are per Section 500.4, Fee Schedule.

300.9 SERVICE

This section applies to all locations within the Cooperative's service area, according to the type of service provided and subject to the provisions of the Cooperative's Rates and Line Extension Policy and any other applicable provisions of the Tariff. These rules will not relieve in any way the Cooperative or Member from any of their duties under the laws of the State of Texas or the United States.

300.9.1 CONDITIONS OF SERVICE

The Cooperative will provide electric service to all Applicants within its service area, provided the following conditions are met:

1. The Applicant pays a membership fee and any other amounts required by the Cooperative's rules, including amounts required in Section 300.7, Credit Worthiness and Security Deposits;

2. The Applicant is not delinquent on a past or present account;

3. The Applicant accepts the terms for membership and rules for service, and provides the Cooperative with information reasonably required to verify the identity of the Applicant;

4. The Applicant provides a billing address or an email address for purposes of billing notification;

5. The Applicant grants the Cooperative easement rights and acquires all necessary easements from adjacent landowners on a form acceptable to the Cooperative for its facilities. All costs and expenses, if any, related to the acquisition of easements to serve the Applicant will be the responsibility of the Applicant, including the Cooperative's costs and expenses if the Cooperative participates in the acquisition of the easements through condemnation proceedings;

6. The Applicant provides a meter loop conforming to the Cooperative's standards and the National Electrical Code (NEC);

7. The Applicant's installation and equipment must not be hazardous or of such type that satisfactory service cannot be given;

8. The Applicant will grant access to the Cooperative or its authorized contractors or agents at all reasonable hours, or at any hour if for the sole purpose of restoring power, maintaining,

upgrading, construction, or repairs of Cooperative Facilities, and perform other activities necessary to provide electrical service, including collection activity and vegetation management that in the opinion of the Cooperative may constitute a hazard to Cooperative personnel or facilities, or to the provision of electrical service. Applicant may ask the authorized contractor or agent to exhibit a photo identification badge to gain access. Failure to provide access to Cooperative Facilities may result in suspension of electrical service; and

9. The Cooperative can provide service from existing Cooperative lines or the Cooperative can build new power lines as detailed in Section 400, Line Extension Policy.

300.9.2 TIMING OF SERVICE

Applications for new electric service not involving line extensions or construction of new facilities will be connected no later than three (3) Business Days after the Applicant has met the credit requirements in Section 300.7, Credit Worthiness and Security Deposits, and complied with all applicable state and municipal regulations.

300.9.3 SAME DAY SERVICE FEE

If an Applicant or a Member requests same day connection or reconnection due to nonpayment, any time outside of 8:00 am to 5:00 pm on Business Days, the Cooperative will collect a fee for providing service the same day. All fee amounts are per Section 500.4, Fee Schedule.

300.9.4 SERVICE TO RENTAL LOCATION

The Cooperative's preference is for Individual Private Dwellings or Multi-Family Dwellings to be separately metered, and will be subject to all related provisions and fees herein.

Owners, operators, proprietors, or lessors who provide leased or rented units and require continued service during periods of vacancies will be required to make application for electric service for each leased or rented unit and are encouraged to utilize the Landlord Provision. Owners, operators, proprietors, or lessors will be obligated to pay for such service, and are not required to pay an establishment fee each time a vacancy occurs.

Any tenant may request electric service disconnection for their account and the Cooperative will disconnect service as soon as reasonably possible. If an owner, operator, proprietor, or lessor, establishes an account as provided in this section, those people will be obligated to pay for service during any periods of vacancy.

Upon sale of property, the owners, operators, proprietors, or lessors are responsible for notifying the Cooperative to update the account status. The owners, operators, proprietors, or lessors are responsible for all bills at the locations until such time of notice.

300.9.5 REFUSAL OF SERVICE

The Cooperative may refuse to serve an Applicant for any of the following reasons:

1. The Applicant’s installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given, or the Applicant’s facilities do not comply with all applicable state and municipal regulations;

2. The Applicant fails to comply with the Cooperative’s Tariff pertaining to operation of nonstandard equipment or unauthorized attachments, which interfere with the service of others. The Cooperative will provide the Applicant notice of such refusal and a reasonable amount of time to comply with the Cooperative’s Tariff;

3. The Applicant applies for service at a location where another Member has received, or continues to receive, service and the bill is unpaid at that location, and the Cooperative can

prove the change in identity is made in an attempt to help the other Member avoid or evade payment of the Cooperative's outstanding bill.

4. The Applicant refuses or fails to permit the Cooperative or its authorized contractor or agents access to Cooperative Facilities whether located either at the Applicant's property or across the Applicant's property;

5. The Applicant owes a debt to the Cooperative for the same kind of service requested;

6. The Applicant refuses to pay a deposit that is required in Section 300.7.3, Deposits and Guarantee Agreements; or

7. The Applicant's guarantor on any account refuses to pay the amount agreed to under a guarantee agreement.

If the Cooperative has refused to serve an Applicant, the Cooperative will inform the Applicant of the reason for its refusal and the Applicant may file a complaint as referenced in Section 300.14.4, Member Complaints.

300.9.6 CONTINUITY OF SERVICE

The Cooperative endeavors to provide continuous electric service but makes no guarantees against interruptions. The Cooperative will make all reasonable efforts to prevent interruptions of service. When interruptions occur, the Cooperative will re-establish service within the shortest possible time. If continuous service at a constant voltage is required, the Member must install the necessary equipment. Should Members require three-phase service, they will be responsible for providing and operating such protective equipment as is necessary to protect their equipment from damage resulting from loss of power to one (1) or more phases. If electric service interruption occurs, the Member must determine if the equipment and wiring is functioning properly. Cooperative personnel will not make repairs to Member's wiring or equipment.

The Cooperative will not be held liable for damages caused by interruption, failure to commence delivery, or voltage, wave form, or frequency fluctuation caused by interruption or failure of service or delay in commencing service due to accident or breakdown of plant, lines, or equipment, strike, riot, act of God, order of any court or judge granted in any bona fide adverse legal proceedings, or action or any order of any commission or tribunal having jurisdiction; or, without limitation by the preceding enumeration, any other act or things due to causes beyond its control, to the negligence of the Cooperative, its employee, or contractors, except to the extent that the damages are occasioned by the gross negligence or willful misconduct of the Cooperative.

300.9.7 DISCONTINUATION OF SERVICE

300.9.7.1 VOLUNTARY MEMBER DISCONNECTION

A Member may request disconnection, and the Cooperative will disconnect the service on the date requested by a Member or no later than three (3) Business Days after such date.

300.9.7.2 COOPERATIVE DISCONNECTION

300.9.7.2.1 DISCONNECTION WITH NOTICE

The Cooperative may disconnect service after proper notice, as referenced in Sections 300.11, Billing and Payment, and 300.9.1, Conditions of Service, for the following reasons:

1. Failure to pay a bill for Cooperative services or make a payment arrangement by the date of disconnection and the account is delinquent;

2. Failure to comply with the terms of any payment agreement;

3. Failure to pay a deposit when required;

4. Failure to pay a guaranteed amount when required;

5. Violation of the Cooperative's rules on using service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation; or

6. Refusal or failure to permit the Cooperative or its authorized contractors or agents access to Cooperative Facilities, whether located either at the Member's property or across the Member's property, if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation described in the notice; or

7. Paying a delinquent account balance with a check returned to the Cooperative for insufficient funds.

300.9.7.2.2 DISCONNECTION WITHOUT PRIOR NOTICE

The Cooperative may disconnect service without prior notice for any of the following reasons:

1. Where a known dangerous condition exists. Where accessible, given the nature of the hazardous condition, the Cooperative will post a notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected;

2. Where the Cooperative discovers that service is being obtained in any unlawful manner;

3. If required by any official having authority to order such disconnection (where possible with prior notice);

4. Where service is connected without authority;

5. Where service was reconnected without authority after termination for nonpayment; or

6. Where there has been tampering with the Cooperative's equipment or evidence of theft of service.

300.9.7.2.3 DISCONNECTION PROHIBITED

The Cooperative may not disconnect service for any of the following reasons:

1. Delinquency in payment for the Cooperative's service by a previous occupant of the premises;

2. Failure to pay disputed charges, except for the required average billing payment, until a determination as to the accuracy of the charges has been made by the Cooperative and the Member has been notified of this determination; or

3. Failure to pay charges arising from an under-billing due to any faulty metering, unless the under-billing arises from a theft of service by a Member.

300.9.7.2.4 DISCONNECTION DUE TO COOPERATIVE ABANDONMENT

The Cooperative will not abandon a Member or a certified service area without written notice to its Members and all similar neighboring utilities, and approval from the Commission.

300.9.7.2.5 DISCONNECTION OF PAYMENT ASSISTANCE MEMBERS

The Cooperative cannot terminate service to a delinquent residential Member for a billing period in which the Cooperative receives a pledge, letter of intent, purchase order, or other notification that an energy assistance provider is forwarding sufficient payment to continue service.

300.9.7.2.6 DISCONNECTION DURING EXTREME WEATHER

The Cooperative will not disconnect a residential Member on a day when:

1. The previous day's highest temperature did not exceed thirty-two (32) degrees Fahrenheit, or the temperature is predicted to be at or below that level for the next twenty-four (24) hours, according to the local National Weather Service (NWS) reports for the Member's designated territory, eastern or western; or

2. The previous day's highest temperature exceeded one hundred (100) degrees Fahrenheit, or the predicted temperature is to be at or above that level for the next twenty-four (24) hours, according to the local NWS reports for the Member's designated territory, eastern or western.

300.9.7.2.7 DISCONNECTION DURING WEEKEND OR HOLIDAY

The Cooperative will not disconnect a Member on a weekend day or Holiday.

300.9.7.2.8 DISCONNECTION NOTICES

Any disconnection notice issued by the Cooperative to a Member will:

1. Not be issued before the first calendar day after the bill is due, to enable the Cooperative to determine whether the payment was received by the due date;

2. Be a separate mailing, electronic notice, or hand-delivered notice with a stated date of disconnection with the words "disconnection notice" or similar language prominently displayed;

3. Have a disconnection date not less than seven (7) calendar days after the Cooperative issues notice;

4. Be written in English and Spanish; and

5. Include a statement notifying the Member that if they need assistance paying their bill by the due date, or are ill and unable to pay their bill, they may be able to make an alternate Payment Plan, establish an installment plan, or possibly secure payment assistance. The notice will also advise the Member to contact the Cooperative for more information.

300.9.8 SWITCHOVER AND DISCONNECT FEES

In cases where the Cooperative provides electric service to a Member and the Member requests disconnection to obtain electric service from another utility certified to that area, the following rules will apply.

1. The Member will request the Cooperative, in writing, to disconnect electric service from the desired location.

2. The Member will pay the following charges prior to disconnection:

    a. All applicable fees and costs to cover labor and transportation costs involved in the disconnection;

    b. A charge for distribution facilities rendered idle from the disconnection and not useable elsewhere on the system based on the original cost of such facilities less accumulated depreciation, salvage, and any previous CIAC;
    c. A charge for the labor and transportation costs involved in removing any idle facilities. This charge only applies if the disconnecting Member requests removal, if removal is required for safety reasons, or if the salvage value of the facilities does not exceed such removal costs; and

    d. All charges for electric service up to the date of disconnection.

Upon payment of the above charges, the Member will receive a paid receipt from the Cooperative for presentation to the connecting utility.

The Cooperative will advise the Member that the connecting electric utility may not provide service to Member until such connecting utility has evidence that the Member has paid all charges provided for under this tariff.

All fee amounts are per Section 500.4, Fee Schedule.

300.9.9 RECONNECTION FEE

The Cooperative will assess a fee for reconnection after nonpayment. Service reconnections for nonpayment after business hours are at the Cooperative's discretion. In the event the Cooperative performs any service reconnections for nonpayment after business hours on Monday through Sunday, the Member must pay a non-refundable same day service fee prior to reconnection. This fee is in addition to the past due balance, reconnection fee, deposits and any other fees required. All fee amounts are per Section 500.4, Fee Schedule.

300.9.10 MEDICAL NECESSITY PROGRAM

The Cooperative will maintain a registry of Residential Service locations where people rely on life-sustaining electrical equipment. To be considered for this program a Member must complete, submit and have approved by the Cooperative a Medical Necessity Program Application, Appendix 700.4.

To qualify, the location must house someone diagnosed by a physician in one of the following categories:

1. Chronic – Having been diagnosed by a physician as requiring an electric-powered device to prevent the impairment of major life function. To maintain chronic designation, Members must reapply once a year;

2. Chronic, lifelong – Same as chronic, but does not require annual application;

3. Critical care – Having been diagnosed by a physician as requiring an electric-powered device to sustain life. To maintain critical care designation, Members must reapply once every two (2) years; or

4. Critical care, lifelong – Same as critical care, but does not require biennial application.

When planned outages or service interruptions for nonpayment are scheduled, the Cooperative will attempt advance notice so preparations can be made. This Program does not guarantee priority electric service restoration, and locations registered in the program are not exempt from planned service interruptions, nor are registered Members exempt from their financial responsibilities or from the termination of service.

300.9.11 CRITICAL LOAD PROGRAM

The Cooperative will maintain a registry of non-residential service locations that can be classified as public safety, industrial, or natural gas infrastructure. To be considered for this program a Member must complete, submit, and have approved by the Cooperative a Critical Load Program Application.

To be considered, the location must fall into one of the following categories:

2. Public Safety – A Member for whom electric service is considered crucial for the protection or maintenance of public safety, including but not limited to hospitals, police stations, fire stations, and critical water and wastewater facilities.

3. Industrial – An industrial Member for whom an interruption or suspension of electric service will create a dangerous condition or significant disruption on the member's premises.

4. Natural gas infrastructure – A Member that supports natural gas-fired generation, including gas control center or gas compressor plant.

When planned outages or service interruptions for nonpayment are scheduled, the Cooperative will attempt to provide advance notice so preparations can be made. For unplanned outages, the Cooperative will prioritize Critical Load Program participants for restoration as much as practicable. This Program does not guarantee priority electric service restoration, and locations registered in the program are not exempt from planned service interruptions, nor are registered Members exempt from their financial responsibilities or from the termination of service.

300.9.12 RECORD OF INTERRUPTION

The Cooperative will keep records of sustained interruptions. Where practical, the Cooperative will keep a complete record of all momentary interruptions. These records will show the type of interruption, the cause for the interruption, the date and time of the interruption, the duration of the interruption, the number of Members interrupted, the substation identifier, and the transmission line or distribution feeder identifier. The Cooperative will retain records of interruptions for five (5) years.

300.10 EMERGENCY OPERATIONS PLAN

The Cooperative will maintain an emergency operations plan as required by the Commission.

300.11 BILLING AND PAYMENT

Once service has been established, Members will begin to receive bills on a recurring monthly basis per the billing cycle selected. The billing date will be posted on the Member's bill and refers to the date the bill has been generated. Service dates are included and refer to the days of service within that billing period. The payment due date is provided on the billing statement accompanied with the total amount

due. The payment due date will not be less than sixteen (16) calendar days after the bill has been generated. The word "estimated" will be shown prominently displayed on a bill, if necessary, to identify an estimated bill. The Cooperative may submit estimated bills for good cause provided an actual meter reading is unavailable. Payments will be considered delinquent if not paid by the due date as stated on the monthly bill provided.

300.11.1 BILLING RECORDS RETENTION

The Cooperative maintains monthly billing records for each account for at least three (3) years after the mailed bill date. The billing records will contain sufficient data to reconstruct a Member's billing for a given month. Members may request copies of their account's billing records.

300.11.2 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 (7) calendar days from the date of the delinquent notice.

Members may arrange a Payment Plan with the Cooperative to prevent disconnection for non-payment of a delinquent account.

300.11.3 PAYMENT PLANS

300.11.3.1 PRE-PAID PAYMENT PLAN

This plan allows Members to deduct the costs for electric service from a credit on the account placed in advance of usage. Members enrolled in this option agree to an automatic service disconnection when their account reaches a zero (0) debit balance or more.

Applicability

This plan is available to Members enrolled in a residential service rate with a remote connect/disconnect enabled meter. This payment option may not be combined with an Installment Plan or any other Payment Plan. Members enrolled in time-of-use, interconnect, or community solar rate are ineligible for this payment option. Additionally, Members with three-phase service, participating in the advanced metering opt-out program, on the medical necessity program, or in the critical load program, are ineligible for enrollment.

Members with an outstanding account balance must bring their balance to zero (0) or agree to an arrangement for payment of the outstanding balance prior to enrollment. If the Member enters into an arrangement for payment, PEC will apply fifty percent (50%) of every payment to the outstanding balance and fifty percent (50%) to the pre-paid account balance until the Member pays the outstanding balance in full. Once enrolled, Members may not enter into a subsequent arrangement for payment of an outstanding account balance.

Requirements

To qualify for this option, Members must:

1. Have a valid email account or phone number to receive notifications;

2. Consent to receive notifications regarding this payment option, including electronic mail or messages, phone messages or texts, at any electronic mail address or phone number provided to the Cooperative;

3. Agree to update contact information upon any changes to such information; and

4. Have a remote connect/disconnect enabled meters installed at the service location.

Plan Details

Member Agreement – Upon enrollment, Member agrees to all terms and conditions of this option.

Initial Balance – A minimum credit balance of twenty-five dollars ($25.00) will be required upon enrollment in this option. Existing Members may apply deposit funds towards the minimum credit balance.

Deposits – Members enrolling in this option with credit worthiness are not required to post an account deposit. If an Applicant's or existing Member's credit has not been demonstrated satisfactorily to the Cooperative, a fifty-dollar ($50.00) deposit will be required.

The Cooperative may apply any portion of a Member's existing deposit to pre-paid account balance.

Notices – The Cooperative provides Members with Member-controlled and system generated notices regarding their pre-paid account balance and electric service connection status. Members may elect to receive notices via phone call, email, or text message. The Cooperative provides a system-generated low balance notice when the account balance becomes less than ten dollars ($10.00). Members are responsible for setting up their own Member-controlled notices via the Cooperative's online account management system.

Disconnections – Section 300.9.7, Discontinuation of Service, other than Section 300.9.7.2.7, Disconnection during Weekend or Holiday, will not apply to Members on this option. Disconnections take place when the Cooperative sends the depleted balance notice, which is the last notice provided.

Rates and Fees – Membership and establishment fees apply to Members enrolled in this option. Members on this option will not be subject to same day service fees, late, or reconnection fees. All fee amounts are per Section 500.4, Fee Schedule. Rates apply as per Section 500, Rates, with the exceptions listed below.

1. The service availability charge will be converted to a daily rate; and

2. Service availability charges will continue to accrue daily on connected meter, even if energy consumption does not occur.

Reconnection – Once the required payment posts to the account, reconnection takes place. The payment must cover:

1. All balances owed for services provided;

2. Amounts agreed upon in Payment Plan if applicable; and

3. The required minimum credit balance of twenty-five dollars ($25.00). Pre-paid accounts may not enter into an outstanding balance Payment Plan to achieve reconnection. All acceptable forms of payment that cover the amounts listed above will result in reconnection.

If a Member terminates service or the account disconnects for nonpayment and remains disconnected for seven (7) Business Days, the Cooperative will settle and final bill the account.

Billing; Late Payment Processing Fees; Transfers of Delinquent Balances and Record Retention – Sections 300.9.12 through 300.11.1 do not apply to Members on this option except for Section 300.11.10, Transfers of Delinquent Balances.

Cancellation – A Member may choose to convert the account to another payment option at any time. The Member or the Cooperative may cancel enrollment on this option upon notification to the other party. Upon cancellation, the accumulated balance of the Member's account will become due and payable.

300.11.3.2 INSTALLMENT PLAN

This plan is an agreement between the Cooperative and a residential Member that allows the Member to pay installments that extend beyond the due date of the next bill. The Cooperative may offer this plan to any residential Member who has expressed an inability to pay and meets the criteria specified in the Cooperative's Tariff and has not been delinquent more than once in the last twelve (12) months.

The Member will pay the current bill each month, plus the agreed upon portion of the amount deferred. Failure to fulfill the terms of the agreement will result in discontinuance of service and all amounts owed will become due immediately.

The Cooperative may decline to offer this plan if, in the Cooperative's judgment, the Member is lacking sufficient credit or satisfactory history to warrant further extension of credit or if the Member has failed to provide complete, accurate, and verifiable identification information when requested by the Cooperative.

Plan Details

1. This plan may be established in person or by telephone;

2. This plan must be put in writing and provided to the Member;

3. This plan must allow for the delinquent amount be paid in negotiable installments;

4. This plan must state the length of time covered by the plan, the total amount to be paid, and the specific amount of each installment;

5. This plan must permit the Member or the Cooperative to initiate a renegotiation of the installment plan if the Member's circumstances change substantially during the time of the plan;

6. This plan must allow the Cooperative to disconnect service if the Member does not fulfill the terms of the installment plan, and will state the terms for disconnection;

7. This plan may not be offered more than once per year; and

8. This plan offered by the Cooperative will state in boldface type the following:

   "If you are not satisfied with this agreement or if agreement was made by telephone, and you feel this document does not reflect your understanding of that agreement, contact the Cooperative immediately. If you do not contact the Cooperative, you may

give up your right to dispute the amount due under the agreement except for the Cooperative's failure or refusal to comply with the terms of this agreement."

300.11.3.3 FIXED PAYMENT PLAN

This plan allows a Member to pay a fixed amount per month based on twelve (12) months total billings. A true up and recalculation will be required no more than every twelve (12) months. Upon such true up and recalculation, the Cooperative will either credit or debit from the account as applicable any overpayments or underpayments. The Cooperative will add the amount of any underpayment to the amounts due. The Cooperative will deduct the amount of any overpayment from any amounts owed.

This plan applies to the Residential Service only. Members may enroll anytime with participation beginning with the first bill rendered after enrollment. Either the Member or the Cooperative may cancel the plan upon notification to the other party. Upon cancellation, any accumulated balance of the Member's account will become due and payable, or if a credit will be applied to the Member's account. The Cooperative may decline to offer this 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.

300.11.3.4 AVERAGE PAYMENT PLAN

This plan allows a Member to pay a rolling twelve (12) month average. This plan applies to Residential Service only. Members may enroll in this plan anytime with participation beginning with the first bill rendered after enrollment. Either the Member or the Cooperative may cancel the plan upon notification to the other party. Upon cancellation, any accumulated balance of the Member's account will become due and payable, or if a credit will be applied to the Member's account. The Cooperative may decline to offer this 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.

300.11.3.5 CREDIT CARD PAYMENT PLAN

This plan allows Members to authorize the Cooperative to process a monthly payment through their payment card. The amount processed will be for the full balance due each month and will be processed automatically on the bill due date.

300.11.3.6 BANK DRAFT PAYMENT PLAN

This plan allows Members to authorize the Cooperative to process a monthly payment by drafting a checking account. The amount drafted will be for the full balance due each month and will be drafted automatically on the bill due date.

300.11.4 LATE PAYMENT PROCESSING FEES

Until the Cooperative receives the payment, bills are considered unpaid; a payment is delinquent if not received at the Cooperative by the due date shown on the bill.

Residential accounts not paid by the due date may be assessed a fee to cover the cost of processing late payments. All fee amounts are per Section 500.4, Fee Schedule.

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, not paid by the due date may be assessed a fee to cover the cost of processing late payments. All fee amounts are per Section 500.4, Fee Schedule.

Any governmental entity asserting eligibility to receive bills 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. All bills rendered to state agencies or other governmental entities that the Cooperative approves subject to Texas Government Code Chapter 2251, will be in accordance with that statute.

300.11.5 LOAN LATE FEES

Payment for a consumer loan to a Member with the Cooperative not paid by the due date may be assessed a late payment fee after ten (10) calendar days of non-payment. All fee amounts are per Section 500.4, Fee Schedule.

300.11.6 RETURNED CHECK / DENIED BANK DRAFT / DENIED CREDIT CARD

If a check for payment is returned, the Cooperative will debit a Member's account for the amount on each returned check, plus a returned check fee. If a payment is denied through an account setup for automatic payment bank draft, the Cooperative will debit the Member's account for the denied amount, plus a non-sufficient funds fee. If a payment is denied through an account setup for automatic credit card draft, the Cooperative will not post payment and an alternate form of payment must be arranged by the Member. If the Member pays a delinquent account balance and the check returns to the Cooperative for insufficient funds, the Cooperative will proceed to disconnect the Member's account. All fee amounts are per Section 500.4, Fee Schedule.

300.11.7 PAYMENT DEADLINE EXTENSION

Upon request of a Residential Member, and at the Cooperative's discretion, the Cooperative may extend without penalty the payment date until the twenty fifth (25th) calendar day after the bill is issued.

300.11.8 PAYMENT DEADLINE EXTENSION FOR ELDERLY RESIDENTIAL MEMBERS

Upon request of a Residential Member sixty (60) years of age or older, the Cooperative will extend without penalty the payment date until the twenty fifth (25th) calendar day after the date the bill is issued. The Cooperative may require the Member requesting the extension to present reasonable proof of age.

300.11.9 NON-PAYMENT DISCONNECT AND RECONNECT FEE

A fee will be charged if the Cooperative dispatches a service representative to collect a delinquent bill. This 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.

All fee amounts are per Section 500.4, Fee Schedule.

300.11.10 TRANSFERS OF DELINQUENT BALANCES

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, and identify the delinquent balance and specific account as such on the bill.

300.12 VOLTAGE DESIGNATIONS

The Cooperative will deliver electric power and energy at one of the Cooperative's standard voltages. Non-standard service may be available if requested but only if the Cooperative determines such service is feasible, and the Applicant agrees to pay any additional cost to the Cooperative for delivering such non-standard service.

The Cooperative adopts the following standard voltages for electric service distribution:

Standard Service	
Single Phase	Three Phase
120 / 240 V	120 / 208 V (wye)
	277 / 480 V (wye)

Non-Standard Service	
Single Phase	Three Phase
*7,200 V	120 / 240 V (delta)*
*14,400 V	480 V (delta)*
	1,328 / 2,300 V (wye)*
	2,300 / 4,160 V (wye)*
	7,200 / 12,470 V (Primary Service)*
	14,400 / 24,900 V (Primary Service)*

Transmission Service	
Single Phase	Three Phase
	69,000 V
	138,000 V

*These voltages are available at the Cooperative's discretion.

These voltage designations are nominal design voltages. The Cooperative maintains actual normal delivery voltages so far as practicable within variations permitted by industry standards. Members are encouraged to obtain the phase and voltage of the service available from the Cooperative before committing to the purchase of motors or other equipment.

300.13 MEASUREMENT AND METERING OF SERVICE

300.13.1 METERING REQUIREMENTS

Use of meter – Except where otherwise provided by the applicable rate schedule or contract, the Cooperative charges all electricity consumed or demanded by the Member by meter measurements.

Installation – The Cooperative will provide, install, own, and maintain all meters necessary for the measurement of electric energy to its Members.

Standard type – All meters will meet industry standards. Special meters used for investigation or experimental purposes are not required to conform to these standards.

Location of meters – Meters and service switches in conjunction with the meter will be installed in accordance with the latest revision of American National Standards Institute ("ANSI"), Incorporated, Standard C12 (American National Code for Electricity Metering), and will be readily accessible for reading, testing, and inspection, where such activities will cause minimum interference and inconvenience to the Member.

Member will provide, without cost to the Cooperative, at a suitable and easily accessible location:

1. Sufficient and proper space for installation of meters and other apparatus of the Cooperative;

2. Meter socket;

3. Meter loop;

4. Safety service switches when required; and

5. An adequate anchor for service drops.

Where the meter location on the Member's premises changes at the request of the Member or due to alterations on the Member's premises, the Member will provide and have installed at their expense, all wiring and equipment necessary for relocating the meter.

Accuracy requirements – The Cooperative will not place in service or leave in service any meter that violates the test calibration limits as set by ANSI. Whenever a meter violates limits on installation, periodic, or other tests, the Cooperative will adjust or exchange it.

The Cooperative adjusts meters, as closely as practicable, to the condition of the limits as set by ANSI.

300.13.2 METER RECORDS

The Cooperative will keep the following records:

Meter equipment record – The Cooperative will keep a record of all of its meters, showing the Member's address and date of the last test. For special meters used for investigation or experimental purposes, the record will state the purpose of the investigation or experiment.

Records of meter tests – The Cooperative will properly reference all meter tests completed on the meter record. The record of each test completed at the service location will show the identifying number, constants of the meter, standard meter, and measuring devices used. Additionally, records will provide the test date, type of test performed, name of technician, level of accuracy (or percent error) at each load tested, and sufficient data to permit the verification of test results.

300.13.3 METER READINGS

Meters are read by the Cooperative on regular monthly intervals.

300.13.4 METER TESTING

Meter tests prior to installation – The Cooperative will establish the accuracy of every meter prior to its permanent installation. Unless the Cooperative has already tested a meter within the last

twelve (12) months, the Cooperative will test and adjust any meter removed and/or replaced from service.

Testing of meters in service – Meter test periods for all types of meters will conform to the latest edition of ANSI Standard C12 unless specified otherwise by the Cooperative. The Cooperative, upon the request of a Member, will test the accuracy of the Member's meter. If the Cooperative or an authorized agency tests a meter at the Member's request and the Member request a new test within a period of four (4) years, the Cooperative will charge a meter test fee to the Member. The fee must be paid prior to fulfilling the request. All fee amounts are per Section 500.4, Fee Schedule.

Following the completion of any requested test, the Cooperative will advise the Member of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

300.13.5 ADJUSTMENTS DUE TO METER ERRORS

If the Cooperative finds any meter to be out of compliance with the accuracy standards, the Cooperative will render corrected readings and adjust bills for the period of over-billing or under-billing as described herein in Section 300.11, Billing and Payment.

No refund is required from the Cooperative except to the Member last served by the meter prior to the testing.

If a meter is found to not register for any period, the Cooperative will estimate and charge for units used, but not metered for the under-billed period as described herein in Section 300.14.1.1, Under-Billing. The Cooperative estimates charges based on amounts used under similar conditions during the period preceding or subsequent to the period the meter was found not to register, or during corresponding periods in previous years.

300.13.6 ADVANCE METERING OPT OUT PROGRAM

This program only applies to residential accounts (excluding residential accounts with interconnection agreements or proprietor accounts). A Member may request to opt out from use of the Cooperative's advanced meter at a service location. The Cooperative may grant such request subject to certain qualifications and conditions.

300.13.6.1 METER EXCHANGE FEE

The Cooperative will charge a fee for any meter exchange at any service location already equipped with an advanced meter. Any Member participating in this program for new service locations will be required to pay the Cooperative's establishment fee. All fee amounts are per Section 500.4, Fee Schedule.

300.13.6.1.1 METER READINGS AND METER READING FEE

Members may qualify for a monthly or quarterly reading schedule. For Members on a monthly reading schedule, monthly fees will apply and the Cooperative will use the Member's energy consumption history to estimate the monthly bill calculation. The Cooperative will adjust any under-billing or over-billing resulting from the quarterly meter readings after the Cooperative acquires a new meter read.

A Member participating on a monthly reading schedule may request a quarterly reading schedule if the Member has:

1. Paid all bills for service during twelve (12) consecutive months;

2. Not been disconnected for nonpayment;

3. Not had a delinquent payment more than once; and

4. Not had a check returned more than once.

For Members on a quarterly reading schedule, monthly fees will apply and the Cooperative will use the Member's energy consumption history to estimate the monthly bill calculation. The Cooperative will adjust any under-billing or over-billing resulting from the quarterly meter readings after the Cooperative acquires a new meter read.

The Cooperative will charge a fee to each Member participating in this program each month for non-standard manual meter readings by the Cooperative and for processing of such readings for each service location. An additional per mile charge will apply for service locations further than thirty (30) miles from nearest area office. All fee amounts are per Section 500.4, Fee Schedule.

300.13.7 METER TAMPERING; THEFT OF ELECTRIC SERVICE

Meter tampering is a criminal offense. Meter tampering includes but is not limited to: bypassing the meter or other instances of diversion, such as physically disorienting the meter; attaching objects to the meter to divert or bypass service; inserting objects into the meter; and other electrical and mechanical means of tampering with, bypassing, or diverting electrical service.

The Cooperative will charge a fee plus all applicable charges for the estimated energy consumption where meter tampering occurred. All fee amounts are per Section 500.4, Fee Schedule.

Furthermore, the Cooperative may choose to file criminal charges against any Person, including any of its Members, when there is evidence of the following:

1. Interference with and/or tampering with any of the Cooperative's equipment, including, without limitation, one (1) or more of its meters (Section 28.03 of the Penal Code of the State of Texas) or any other circumstance listed in this Tariff; and/or

2. Theft of electric service (Section 31.04 of the Penal Code of the State of Texas).

The Cooperative may charge the Member for all labor, material, and equipment necessary to repair or replace all equipment damaged due to meter tampering or bypassing or other service diversion, and other costs necessary to correct service diversion where there is no equipment damage, including incidents where service is reconnected without authority. The Cooperative must provide an itemized bill to the Member of such charges. The Cooperative may also estimate and bill the Member for electric service over the entire period of meter tampering and all labor cost associated with rectifying the offense.

300.13.8 METER TEST FEE

Upon request, once every four (4) years, a Member may receive a meter test at no charge. If a Member asks for an additional meter test and the meter is found to be in compliance with ANSI standards, a fee will be incurred. If the meter is found to be out of compliance with the applicable ANSI standard, the Cooperative will not charge a fee to the Member. All fee amounts are per Section 500.4, Fee Schedule.

300.14 DISPUTE RESOLUTION

In the event of disputes between a Member and the Cooperative regarding any bill for electric service, the Cooperative will investigate the circumstances and report the results to the Member. If the dispute remains, the Member may meet with a Cooperative representative to resolve it. If unresolved, the Cooperative will advise the Member of the Member complaint procedures of the Cooperative. If the

Member files a complaint with the Cooperative, the Cooperative will not disconnect a Member's service for nonpayment of the disputed portion of the bill before the Cooperative completes its supervisory review and informs the Member of its determination. Members are obligated to pay billings that are not disputed and not under review.

300.14.1 BILLING DISCREPANCIES OR ADJUSTMENTS

If a Member is billed for charges erroneously per the Tariff or if the Cooperative fails to bill a Member for services, then the Cooperative will calculate, adjust, and apply all applicable charges in the manner described herein.

300.14.1.1 UNDER-BILLING

If the Member's account is under-billed, the Cooperative may back bill the Member for the amount that was under-billed no more than 6 months from the date the error discovered unless the under-billing is a result of theft of service by the Member.

An installment plan may be available for any periods of under-billing except for such periods resulting from meter tampering, bypass, diversion, or other similar circumstance.

300.14.1.2 OVER-BILLING

If the Member's account is over-billed, the Cooperative will adjust the Member's bill accordingly for the entire over-billed period.

300.14.2 POWER FACTOR ADJUSTMENT

The Cooperative may adjust Capacity Demand Charges or Peak Demand Charges if the power factor is lower than ninety seven percent (97%). Measured capacity (kW) may be increased by one percent (1%) for each one percent (1%) by which the power factor is less than ninety seven percent (97%) lagging for a period of fifteen (15) consecutive minutes.

300.14.3 REFUNDS

Upon closure of an account, the Cooperative will issue the Member a refund check for credit balances of five dollars ($5.00) or more. The Cooperative only issues refunds on credit balances of less than five dollars ($5.00) upon verbal request by the account holder. The Cooperative will transfer any amounts not refunded in accordance with the Unclaimed Property Policy of the Cooperative.

300.14.4 MEMBER COMPLAINTS

The Cooperative has established procedures to address all complaints from Members. A Member or Applicant may file a complaint in person, by letter, on the website, or by telephone with the Cooperative.

If an employee of the Cooperative cannot immediately resolve a complaint, the employee will forward the information collected to a supervisor or manager. The employee's supervisor or manager will review the complaint and related information, and he or she will advise the complainant of the results within five (5) Business Days of the complaint. The Cooperative will investigate the Member complaint, and will report the results to the complainant. If dissatisfied, the complainant may file a written complaint with either the Cooperative's Chief Executive Officer or designee of the Chief Executive Officer. Under their direction, a three (3) Member management team will review the complaint. The Cooperative will advise the complainant of the results within ten (10) Business Days of the written complaint.

The Cooperative will not disconnect service before completion of the review. If the Member chooses not to participate in a review, the Cooperative may disconnect service provided it issues proper notice under the corresponding disconnect procedures.

400 LINE EXTENSION POLICY

400.1 OVERVIEW

The Cooperative will extend electric service to an Applicant in accordance with the following line extension provisions. Each provision in this Tariff classifies the predominant type of electric service or use anticipated on the Applicant's premises and specifies conditions under which a line extension may be made. For each location where electric service is desired, the Applicant's classification for electric service will be determined by the Cooperative.

Electric service will not be provided and no work to extend electric service will be performed until the Applicant has met all requirements within this Tariff for extension of service including, without limitation, routing, underground service requirements, if applicable, and paid any and all fees or charges associated with the provision of electric service. This may include, but is not limited to, membership fees, establishment fees, deposits, system impact fees, CIAC, and/or planning design fees.

If facilities must be constructed, the Cooperative will provide an estimated completion date and a Cost Calculation or Development Cost Calculation for all charges to extend electric service. The requests for new electric service requiring construction should be completed within ninety (90) calendar days of fulfilling all applicable requirements, unless delayed by a cause beyond the reasonable control of the Cooperative, or unless a different time period is agreed to by the Applicant and the Cooperative.

The Applicant must comply with all requirements in Section 300.9.1, Conditions of Service. All applicable provisions of the Tariff, and standards and specifications of the Cooperative for construction, to receive electric service.

The Line Extension Policy provisions are subject to change by the Board of Directors.

400.2 RESIDENTIAL SERVICE

APPLICABILITY

To qualify for an extension under this section, the Applicant and the location where the Applicant is requesting electric service must comply with the following provisions:

1. The location must be an Individual Private Dwelling, Multi-Family Dwelling, personal recreational vehicle, hunting cabin, barn, shop, water well, gate opener, Member-owned lighting system, or other residential installations.

2. If the Applicant is developing a residential subdivision or mixed-use development with Individual Private Dwelling(s) or Multi-Family Dwelling(s), the Applicant must comply with all requirements under Section 400.3, Residential Developments, and have paid the CIAC required under that section.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Cost Calculation to the Point of Delivery based on its then current unit material and labor costs, and in accordance with the Cooperative’s current standards and specifications.

The Applicant will be required to pay all costs per meter that qualifies under this section for the cost to extend electric service to the Point of Delivery as a CIAC prior to construction. The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Cost Calculation will be at the sole expense of the Applicant.

400.3 RESIDENTIAL DEVELOPMENTS

APPLICABILITY

To qualify for an extension pursuant to this section, the Applicant and the residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is platted and recorded in the appropriate county with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent Individual Private Dwelling(s) or Multi-Family Dwelling(s) or a preliminary plat plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or residential development;

2. The development has been approved by all relevant governing agencies; and

3. The Applicant will provide at no cost to the Cooperative:
   a. Easements granted on the Cooperative's standard form; for the Cooperative's construction, installation, maintenance, operation, replacement and/or repair of Cooperative Facilities in a form satisfactory to the Cooperative;

   b. Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed;

   c. Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

   d. An "Approved-for-Construction" Plan by a municipality or county or other authority having jurisdiction.

4. The Cooperative is not and will not be obligated to provide designs or Development Cost Calculations to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Development Cost Calculation for the electric facilities adequate to serve all prospective Individual Private Dwelling(s) or Multi-Family Dwelling(s) in the residential development. The Cooperative will determine the Development Cost Calculation based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service. The Applicant will bear the cost of the facilities, identified in this section, required for the electric distribution system within the residential subdivision or development as determined in the Development Cost Calculation and will pay such costs in advance of construction.

The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Development Cost Calculation will be at the sole expense of the Applicant.

To the extent that an individual Applicant requests electric service within a residential subdivision, such Applicant must request electric service pursuant to the requirements of Section 400.2, Residential Service, and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

To the extent that any commercial facilities associated with a residential development are required, an Applicant must request electric service pursuant to the requirements of Section 400.4, Non-Residential Service, for those commercial facilities and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

The Cooperative will install all Cooperative Facilities required within the limits of the residential subdivision or development based on its necessary load requirements on its schedule but prior to the provision of electric service to any individual Applicants.

400.4 NON-RESIDENTIAL SERVICE

APPLICABILITY

To qualify as an extension under this section, the Applicant and the location where an Applicant is requesting electric service must comply with the following provisions:

1. The location must be a commercial or industrial installation not classified under Section 400.2, Residential Service, or 400.3, Residential Developments.

2. If the Applicant is developing a non-residential development or mixed-use development, the Applicant must comply with all requirements under Section 400.5, Non-Residential Developments, and have paid the CIAC required under that section.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Cost Calculation to the Point of Delivery based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The Applicant will be required to pay all costs per meter that qualifies under this section for the cost to extend electric service to the Point of Delivery as a CIAC prior to construction. The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Cost Calculation will be at the sole expense of the Applicant.

The Cooperative will exercise prudent judgement in determining the conditions under which a specific line extension will be made for an Applicant with a load greater than one thousand (1,000) kW. This may include, but is not limited to, CIAC, contract minimums, service specifications, and/or other contract terms, arrangements, or conditions deemed reasonable by the Cooperative.

400.5 NON-RESIDENTIAL DEVELOPMENTS

APPLICABILITY

To qualify for an extension pursuant to this section, the Applicant and the non-residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is platted and recorded in the appropriate county with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent commercial, industrial, retail, and/or office use or a preliminary plat plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or non-residential development;

2. The development has been approved by all relevant governing agencies; and

3. The Applicant will provide at no cost to the Cooperative:

    a. Easements granted on the Cooperative's standard form; for the Cooperative's construction, installation, maintenance, operation, replacement and/or repair of Cooperative Facilities in a form satisfactory to the Cooperative;

    b. Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed;

    c. Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

    d. An "Approved-for-Construction Plan" from a municipality or county or other authority having jurisdiction.

4. The Cooperative is and will be not obligated to provide designs or Development Cost Calculations to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Development Cost Calculation to serve all prospective units in the non-residential development. The Cooperative will determine the Development Cost Calculation based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Applicant will bear the cost of the electric facilities, identified in this section, required for the electric distribution system within the non-residential development as calculated in the Development Cost Calculation and will pay such costs in advance of construction.

The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Development Cost Calculation will be at the sole expense of the Applicant.

To the extent that an individual Applicant requests electric service within a non-residential development, such Applicant must request electric service pursuant to the requirements of Section 400.4, Non-

Residential Service, and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

The Cooperative will install all Cooperative Facilities required within the limits of the non-residential development based on its necessary load requirements on its schedule but prior to the provision of electric service to any individual Applicants.

400.6 PRIMARY LEVEL SERVICE

APPLICABILITY

To receive Primary Level Service, the following requirements must be met and agreed to:

1. The Applicant must execute an agreement, per Section 700.7, Primary Level Service Agreement, with the Cooperative;

2. The Applicant must procure, at the sole expense of the Applicant, all facilities and equipment, including but not limited to transformers, poles, and conductors required to take electric service at primary level voltage as required by Cooperative's design specifications;

3. The Applicant must assume all responsibility for furnishing, installing, constructing, owning, maintaining, and operating all Member-owned facilities beyond the Point of Delivery;

4. The costs for any upgrade, addition, or change in configuration to existing Member-owned or Cooperative Facilities will be at the sole expense of the Applicant;

5. All Member-owned facilities must be tagged and identified;

6. The Applicant must agree to submit an as-built facilities sheet to the Cooperative within thirty (30) days of completed construction;

7. The Applicant must agree to submit any new load and/or facilities additions to the Cooperative to assess existing facilities capacity and conduct any engineering studies required to serve the new load; and

8. All Member-owned installations will be in accordance with the National Electric Safety Code (NESC) and NEC standards.

The Cooperative reserves the right to deny Primary Level Service to a Member or Applicant if the Cooperative determines such service may have an adverse impact on the Cooperative's Delivery System or service provided to another Member.

POINT OF DELIVERY

The Point of Delivery will be at the primary meter on an overhead primary pole or an underground metering enclosure.

400.7 UNDERGROUND SERVICE

The following provisions for the extension of underground electric service are in addition to the standard provisions established in the prior sections.

UNDERGROUND FACILITIES FOR SERVICES – RESIDENTIAL OR NON-RESIDENTIAL

Underground electric primary and secondary lines to serve any Applicant may, by agreement with the Cooperative, be provided subject to the other requirements in this Policy.

In addition, when receiving underground electric service, an Applicant will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, secondary services as determined by the Cooperative, all conduit, and any and all other facilities deemed necessary by the Cooperative.

In all cases, any underground secondary service lines from a meter to the Applicant's main disconnect switch or service center will be installed and maintained by the Applicant, and the Cooperative will have no responsibility or liability in connection therewith.

UNDERGROUND FACILITIES FOR DEVELOPMENTS – RESIDENTIAL OR NON-RESIDENTIAL
Where an Applicant requests the construction of underground electric facilities within a platted residential subdivision or non-residential development, the Applicant will bear the cost of the underground electric system adequate to serve all prospective units in the subdivision or development as determined by the Cooperative. The Applicant will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, all conduit, and any and all other facilities deemed necessary by the Cooperative, adequate to serve all prospective units in the subdivision or development and all other prospective members who may require electric service from said underground system.

400.8 STANDARD DELIVERY SERVICE AND FACILITIES

The Cooperative's standard delivery system facilities consist of the overhead or underground distribution facilities necessary to provide electric service through a single-phase or three-phase source to the Point of Delivery, at one of the Cooperative's available standard voltages.

The Cooperative standard delivery system permits 7.2/12.47 kV (12.5 kV) and 14.4/24.9 kV (25 kV), three-phase or single-phase, grounded-neutral Primary Level Service on its electric distribution system and secondary service is provided through transformers connected in a wye-wye configuration.

All Standard Delivery System Line Extension requests and associated costs will be in accordance with this Policy.

400.9 NON-STANDARD DELIVERY SERVICE AND FACILITIES

Non-standard delivery service and facilities include, but are not limited to, facilities necessary to provide service at a non-standard voltage, dual feed, automatic and manual transfer switches, service through more than one Point of Delivery, redundant facilities, non-standard metering and facilities in excess of those normally required for service under the Cooperative's standard delivery service and facilities. The Cooperative will determine what equipment is classified as non-standard and include this information on the Cost Calculation or the Development Cost Calculation.

Applicants requesting non-standard facilities will be responsible for all costs associated with the engineering, installation, maintenance, and material costs required to provide and maintain these non-standard facilities. An Applicant or Member may request non-standard equipment be removed. All costs for removal, and any other costs to make the system qualify for under standard delivery service, will be the sole responsibility of the Member or Applicant in advance.

All non-standard facilities will be operated by the Cooperative. Neither a Member nor an Applicant may perform service or maintenance to equipment located on the Cooperative's Delivery System.

The Cooperative reserves the right to convert or deny non-standard facilities installations if the Cooperative determines that such service may have an adverse impact on the Cooperative's Delivery System or service provided to another Member.

400.10 ROUTING

In all cases, the line extension will be constructed within private easements granted on the Cooperative's standard form; at the sole discretion of the Cooperative, the Cooperative may construct line extensions within public utility easements, or public right-of-way or other agreements. The line extension will be constructed along a route that is reasonably accessible during all weather conditions as determined by the Cooperative. Cooperative Facilities will not be installed along the backs of lots or in areas deemed inaccessible or hazardous by the Cooperative.

The Applicant will be responsible for the clearing of any and all private easements or public utility easements required for the construction of the line extension on its property and removing of such obstructions as interfere with the efficiency of the electric system. All clearing will be performed to the Cooperative's specifications. The Cooperative may clear private easements or public utility easements or public right-of-way in certain instances. If the Cooperative or its agent clears private easements or public utility easements or a public right-of-way the cost will be included in the Cost Calculation or Development Cost Calculation.

400.11 AREA LIGHTING

In underground installations, the Applicant requesting area lighting under Section 500.3.6.1, Unmetered Lighting Device Service, will be responsible for providing and installing all lighting infrastructure, including but not limited to trench and associated backfill, lighting post, concrete work, secondary service conductors, and conduit.

In overhead installations, the Cooperative will provide secondary service conductor to serve overhead area lighting fixtures owned by the Cooperative under Section 500.3.6.1, Unmetered Lighting Device Service, without charge to the Applicant.

In either type of installation, for any additional Cooperative Facilities needed for area lighting, the Applicant will be required to pay any costs as a CIAC prior to construction.

400.12 UNMETERED NON-RESIDENTIAL SERVICE

The Cooperative at its sole discretion will determine if an Applicant may be served under this section.

In underground installations, the Applicant requesting facilities to provide electric service to unmetered non-residential installations, as determined by the Cooperative, will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, secondary services as determined by the Cooperative, all conduit, and any and all other facilities deemed necessary by the Cooperative.

In overhead installations, the Cooperative will provide secondary service conductor for the unmetered non-residential installation, and the Applicant will be responsible for providing and installing all other infrastructure.

In either type of installation, for any additional Cooperative Facilities needed for unmetered non-residential, the Applicant will be required to pay any costs as a CIAC prior to construction.

400.13 NON-PERMANENT SERVICE

In any circumstance where the need for electric service is not permanent, the Applicant will pay one hundred percent (100%) of the cost of installation and removal of all necessary electric service facilities and equipment before any construction begins.

400.14 SERVICE UPGRADES TO EXISTING COOPERATIVE FACILITIES

The cost for any upgrade, addition, or change in configuration of existing Cooperative Facilities will be at the sole expense of the Applicant. Service upgrades to existing Cooperative Facilities include, but

are not limited to, any upgrades related to interconnecting a Member's Distributed Generation resource that operates in parallel to the Cooperative's Delivery System.

400.15 SYSTEM IMPACT FEE

A non-refundable charge will be collected for extending electric service to a new service location. This amount represents a contribution to the Cooperative's system cost associated with substation and electric distribution backbone facilities and is in addition to any amount due for the line extension. All fee amounts are per Section 500.4, Fee Schedule.

400.16 PLANNING REDESIGN FEES

An Applicant's Line Extension Cost Calculation or Development Cost Calculation includes delivery of one (1) design and project cost quotation to the Applicant. Thereafter, if the Applicant desires to make changes to the design, that requires a redesign, the Cooperative may charge the Applicant in advance for the redesign, including, but not limited to, labor and applicable overhead for design, engineering, staking, inspections, administrative, and other incurred related expenses. All fee amounts are per Section 500.4, Fee Schedule.

400.17 AFTER-HOURS SERVICE

If an Applicant requests after-hours service, the Applicant will pay the additional cost incurred by the Cooperative to provide after-hours service to the Applicant.

400.18 MISCELLANEOUS TRIP FEE

A non-refundable Miscellaneous Trip Fee may be collected for additional trips to the Applicant's property at the request of Applicant. All fee amounts are per Section 500.4, Fee Schedule.

400.19 NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION

Payments necessary for construction of facilities, which will be used to deliver electric service to the Applicant, are CIAC and are not refundable after construction.

400.20 DE-ENERGIZATION AND LINE CLEARANCES

The Cooperative, in its sole discretion, may temporarily de-energize Cooperative Facilities or temporarily relocate or raise Cooperative Facilities at the request of an Applicant to assist in the transportation of oversized objects through the Cooperative's service territory or in the construction of pipelines or other objects within or otherwise affecting the Cooperative's right-of-way provided that the Applicant pays for all costs incurred by the Cooperative.

Costs incurred may include labor and materials, engineering design, right of way acquisition and clearing to the extent necessary, and vehicles or equipment used, including mileage, if applicable.

400.21 OWNERSHIP OF COOPERATIVE FACILITIES

The Cooperative will accept ownership of any facilities installed by the Applicant at the time the service location is successfully energized. The Cooperative will retain the ownership of all material and facilities installed by the Cooperative or Applicant for the distribution of electric service whether the same have been paid for by the Applicant except for those facilities installed by the Applicant past the Point of Delivery.

400.22 REMOVAL AND/OR RELOCATION OF COOPERATIVE FACILITIES

At the Cooperative's sole discretion, the Cooperative may remove existing Cooperative Facilities on Applicant's premises at the Applicant's request provided that the Applicant has paid in advance for the cost of the removal of the existing Cooperative Facilities.
The Cooperative will relocate its existing Cooperative Facilities on Applicant's premises at the Applicant's request provided the Applicant has:

1. Provided an easement satisfactory to the Cooperative for the new facilities, and

2. Paid in advance for the cost of the removal of the existing Cooperative Facilities plus the cost for the construction of the new facilities.

Upon request by an Applicant, the Cooperative will replace an existing overhead electric line with an underground line provided that the Cooperative has:

1. Determined in its sole discretion that such replacement does not adversely impact electric service reliability or the Cooperative's operating efficiencies;

2. Received an easement(s), in a form satisfactory to the Cooperative, for the construction, installation, maintenance, operation, replacement and/or repair of the underground Cooperative Facilities, at no cost to the Cooperative; and

3. Received payment in advance for all costs of removal of the existing Cooperative Facilities and the full amount of the Cooperative's cost for the construction and installation of the new underground facilities.

If the Cooperative determines it is necessary to relocate existing Cooperative Facilities because a Member or any other Person fails or refuses to allow the Cooperative access to Cooperative Facilities at any time, then the Member or any other party responsible may be billed the cost of such relocation and associated expenses.

If the Cooperative determines that a safety or standard violation exists on a Member or any other Person's premises directly or indirectly caused by such Person, then the Cooperative, at the expense of such Person, will relocate Cooperative Facilities on such premises. The Member or appropriate Person will be financially responsible for the relocation or removal of Cooperative Facilities by the Cooperative and all other associated costs incurred to address the safety or standards violation.

500 RATES

500.1 MEMBER CHARGES, CREDITS AND ADJUSTMENTS

500.1.1 SERVICE AVAILABILITY CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost associated with providing services to the membership including billing, metering, collections, customer service, and other enterprise costs.

RATE

This charge, per meter, will be applicable according to the Member's rate schedule.

500.1.2 EBILLING BILLING CREDIT

APPLICABILITY

This credit will be applicable to Residential, Farm and Ranch Service Members that choose to receive a paperless bill.

PURPOSE

This credit reimburses a Member for the cost not incurred to the Cooperative involved in mailing a paper bill each month.

RATE

This credit is:

– $ 1.00 per meter

500.1.3 EDRAFT BILLING CREDIT

APPLICABILITY

This credit will be applicable to Residential, Farm and Ranch Service Members that choose to pay as per Section 300.11.3.6, Bank Draft Payment Plan.

PURPOSE

This credit reimburses a Member for the cost not incurred to the Cooperative involved in processing a payment each month.

RATE

This credit is:

– $ 1.50 per meter

500.1.4 DELIVERY CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE

This charge, per kWh, will be applicable according to the Member's rate schedule.

500.1.5 CAPACITY DEMAND CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE

This charge, per maximum demand of power consumed, measured as the maximum demand during a fifteen (15) minute interval within the billing period, will be applicable according to the Member's rate schedule.

500.1.6 PEAK DEMAND CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE

This charge, per kW, will be determined using the Peak Demand, measured on an hourly interval basis during the Time of Use Non-Summer Peak and in the Summer Peak and Summer Super Peak time periods, according to the Member's rate schedule.

500.1.7 BASE POWER CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge will be used to recover the Cooperative's actual cost of power purchased for the membership and other costs incurred in connection with the development and management of the Cooperative's power supply. Members may have the option to choose from either Flat Base Power Charge or Time-of-Use (TOU) Base Power Charge as defined below.

RATE

This charge, per kWh, will be applicable according to the Base Power Rate option selected by the Member and the Member's rate schedule. The options are as follows.

500.1.7.3 FLAT BASE POWER CHARGE

APPLICABILITY

This charge option may be applicable to all rate schedules and programs except for Transmission Level Service, and Industrial Power Service. The Flat Base Power Charge will be used for billing on Member accounts that do not choose the TOU Base Power Charge.

PURPOSE

This option allows Members to have the same cost of power regardless of the season or time of day during which the energy is consumed.

RATE

The charge is:

$ 0.044500 per kWh

500.1.7.4 TIME-OF-USE BASE POWER CHARGE

APPLICABILITY

This charge may be applicable to all rates schedules and programs except Unmetered Device Service, Interconnect Rate, Transmission Level Service, and Industrial Power Service.

PURPOSE

This charge option allows Member's cost of power to vary based on the time of day and season during which energy is consumed.

CONDITIONS

This charge option requires a twelve (12) month commitment. If a Member opts-out of the TOU Base Power Charge option prior to fulfilling the twelve (12) month commitment, the charge option will not be available to the Member for the following twelve (12) months.

RATE

The charges are:

Season	Time of Use Period		Charge per kWh
Non-Summer (Jan. – May and Oct. – Dec.)	Super Economy	2:01 am – 4:00 am	$ 0.030616
	Economy	11:01 pm – 2:00 am 4:01 am – 5:00 am	$ 0.037529
	Normal	8:01 am – 4:00 pm 7:01 pm – 11:00 pm	$ 0.042449
	Peak	5:01 am – 8:00 am 4:01 pm – 7:00 pm	$ 0.045680
Summer (Jun. – Sep.)	Super Economy	3:01 am – 5:00 am	$ 0.030398
	Economy	11:01 pm – 3:00 am 5:01 am – 7:00 am	$ 0.031940
	Normal	7:01 am – 12:00 pm 8:01pm – 11:00 pm	$ 0.035883
	Peak	12:01 pm – 2:00 pm 6:01 pm – 8:00 pm	$ 0.046863
	Super Peak	2:01 pm – 6:00 pm	$ 0.088620

500.1.8 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost incurred to receive access to transmission service in the ERCOT region of Texas as established by the Commission.

RATE

This charge, per kWh or kW, will be applicable according to the Member's rate schedule. The options are as follows.

500.1.8.1 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KWH

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

RATE
The charge will be applicable based on energy, per kWh, according to the Member's rate schedule. The charge will recover the actual cost as established by the Commission.

The charge will be updated each June 1st and October 1st to align with forecasted costs.

500.1.8.2 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KW

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

RATE
This charge, per kW, will be determined by multiplying a member's demand measured during the Four Coincident Peak (4CP) intervals times the monthly charge. If the Member's demand is negative, the Member may receive a credit.

The charge will recover the actual cost as established by the Commission.

Until such time as the Member's 4CP demand is established, the TCOS Pass Through Charge will be as per Section 500.1.8.1, Transmission Cost of Service (TCOS) Pass Through Charge, per KWh.

500.1.9 COMMUNITY SOLAR TRANSMISSION COST ADJUSTMENT (STCA)

APPLICABILITY
This adjustment applies to all Members enrolled in the Community Solar Rate.

PURPOSE
This adjustment will be used to credit a Member's account with a portion of the savings from the avoided TCOS charges attributable to community solar generation.

RATE
The adjustment, per kWh, will be determined as follows:

For all kWh sold to any Members enrolled in the Community Solar Rate, the solar transmission cost adjustment (STCA) will be calculated as follows:

STCA = – (80% X TCOS Pass Through Charge)

500.1.10 PRIMARY SERVICE ADJUSTMENT (PSA)

APPLICABILITY
This adjustment may be applicable to all rate schedules corresponding to a Member receiving Primary Level Service. A Member receiving Primary Level Service must procure, install, and maintain all facilities and equipment beyond the Point of Delivery at their expense and in accordance with NESC and NEC standards.

PURPOSE
This adjustment will be used to credit a Member receiving electric power and energy at Primary Service Level.

RATE
This adjustment will be based on the total amount due for the applicable charges incurred for the month. Applicable charges, according to the Member's rate schedule, are the Delivery, Capacity Demand, Peak Demand, Base Power, and TCOS Pass Through Charges. The adjustment will not apply to any other charges, fees, credits, or adjustments. The adjustment will be determined as follows:

PSA = – (Monthly sum of applicable charges) X 2%

500.1.11 RENEWABLE ENERGY RIDER CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge provides Member's the ability to purchase electricity generated by renewable energy sources.

RATE
The charge is:

$ 0.000430 per kWh

The pricing is based on the Texas Renewable Energy Credits Index and will be changed periodically to reflect current index pricing.

500.1.12 SUSTAINABLE POWER CREDIT

APPLICABILITY
This credit applies to all Members enrolled in the Interconnect Rate.

PURPOSE
This credit will be used to compensate a Member for Received Energy.

RATE
The credit per kWh of Received Energy is:

- $0.053770

500.1.13 WHOLESALE ENERGY CREDIT

APPLICABILITY
This credit applies to all Members enrolled in the Interconnect Wholesale Energy Rate.

PURPOSE
This credit will be used to compensate a Member for Received Energy from an Interconnection fifty (50) kW AC or greater.

RATE
The credit, per kWh, will be determined as follows:

Wholesale Energy Credit = (Received Energy x Real Time Settlement Point Price at corresponding Load Zone)

500.1.14 FRANCHISE FEE

APPLICABILITY

This charge may be applicable to all Members served by the Cooperative inside a municipality's corporate boundary. All franchise fees not included in base rates will be separately assessed for Member service provided within the municipality where the franchise fee is authorized. The portion of the franchise fee not included in base rates will appear on the bill as a separate line item.

RATE

This charge will be calculated by multiplying the franchise fee percentage assessed by the municipality times the charges for energy and power sold and such other authorized charges to a Member (excluding any taxes and other authorized exclusions). Applicable sales tax may be assessed on franchise fee amounts.

500.1.15 SALES TAX

APPLICABILITY

This charge may be applicable to the Member in addition to the applicable Rates. Members claiming exemption from sales taxes should provide a sales tax-exemption form, acceptable to the Cooperative.

500.1.16 COOPERATIVE OWNED LAMP CHARGE

APPLICABILITY

This charge may be applicable to Cooperative owned outdoor lighting assets where the existing facilities, owned by either the Cooperative or the Member, are suitable for the installation of lighting. Cooperative owned outdoor lighting assets include lamps and lighting fixtures ("Cooperative Owned Area Lighting").

MAINTENANCE OR REPAIRS OF COOPERATIVE OWNED AREA LIGHTING

The Cooperative will own, install and maintain Cooperative Owned Area Lighting. Upon failure of any Cooperative Owned Area Lighting, such Lighting will be replaced by the Cooperative with LED lighting, and applicable charges may apply.

The Member will pay for costs of repairs including labor and materials for damage to Cooperative Owned Area Lighting resulting from an act of vandalism as determined by the Cooperative. The Member will be responsible for any costs of repairs including labor and materials for damage to existing facilities owned by the Member.

MEMBER REQUESTS

Relocate – The Member will pay for all costs, including labor and materials for the relocation of any Cooperative Owned Area Lighting and necessary facilities, subject to Section 400, Line Extension Policy.

Change Out – Any Member requesting to change out functional Cooperative Owned Area Lighting to LED lighting will pay the net book value of the existing Cooperative Owned Area Lighting including labor costs of change out as determined by the Cooperative. Following the change out, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

Removal – Only applies to Cooperative Owned Area Lighting installed on Member-owned facilities. Any Member requesting the removal of Cooperative Owned Area Lighting must provide notice in writing to the Cooperative. The Member will be responsible for paying the net book value of the existing Cooperative Owned Area Lighting including labor costs of removal as determined by the Cooperative and any costs for disposal of the Cooperative Owned Area Lighting. Upon removal, the Member will be responsible for any costs associated with furnishing of new lamps or lighting fixtures including labor and installation and maintenance and repair. Following the removal, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

Purchase – Only applies to Cooperative Owned Area Lighting installed on Member-owned facilities. Any Member requesting the purchase of Cooperative Owned Area Lighting must provide notice in writing to the Cooperative. The Member will be responsible for paying the net book value of the existing Cooperative Owned Area Lighting. Upon purchase, the Member will own the lamps or lighting fixtures, and be responsible for any maintenance and repair costs. Following the purchase, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

RATE
The following charges will apply per lighting device:

Lamp Type:	Lighting Category:	Charge per Lamp:
LED 1	Lighting Type LA, 0 to 50 watts	$9.22
LED 2	Lighting Type LB, 51 to 100 watts	$19.22
HP 1*	Lighting Type LB, 51 to 100 watts	$7.37
HP 2*	Lighting Type LE, 201 to 250 watts	$14.39
MH*	Lighting Type LD, 151 to 200 watts	$6.62
MV*	Lighting Type LD, 151 to 200 watts	$6.62

LED – Light Emitting Diode; HPS – High Pressure Sodium; MH – Metal Halide;
MV – Mercury Vapor

* These lamps are no longer available for new installations.

500.1.17 POWER OF CHANGE

APPLICABILITY
This adjustment applies to all Members participating in PEC's voluntary on-bill round up and donation program. A participating Member may choose to discontinue at any time.

PURPOSE
This adjustment is used to raise funds to support community support programs and associated giving subject to the conditions in the Community Support and Power of Change Policy.

RATE
The total monthly bill will be rounded up to the nearest dollar.

500.1.18 CAPITAL CREDITS

APPLICABILITY
This adjustment may apply to all Members who have allocated capital credits.

PURPOSE
This adjustment will serve as the Cooperative's method to distribute a Member's share of the Cooperative's Net Operating Margins based upon each Member's purchases of electric service or energy, or as such Net Operating Margins may otherwise be allocated within a Member Class to a Member.

RATE
As approved by the Board of Directors.

500.1.19 MISCELLANEOUS PASS-THROUGH CHARGE

APPLICABILITY

This charge may be applicable to a Member if the Cooperative incurs a cost directly as a result of actions taken by or on behalf of the Member or for the strict benefit of such Member and not collected in another fee or rate schedule.

PURPOSE

This charge recovers the cost associated with a Member responsible for directly incurring the costs.

RATE

Actual cost incurred monthly.

500.1.20 TEMPORARY WINTER STORM SURCHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the Cooperative's actual cost of power purchased and other associated costs from Winter Storm Uri in February 2021.

RATE

The charge is:

$ 0.007000 per kWh

Section 500.1.21 above and all references will be removed effective September 30, 2023.

500.1.21 DUAL FEEDER RIDER

APPLICABILITY

This charge may be applicable to any member with non-standard facilities requesting dual feed service which requires the reservation of electrical capacity on an additional electrical distribution feeder.

PURPOSE

This charge recovers the cost associated with the maintenance and operations of the electric distribution infrastructure and other related costs, excluding local facilities, for the reserved capacity on an additional electrical distribution feeder.

CONDITIONS

A member requesting dual feed service through an automatic transfer will be billed the Reserve Capacity Charge. Per Section 400.9, Non-Standard Delivery Service and Facilities, Members requesting non-standard facilities will be responsible for all costs associated with the engineering, installation, maintenance, and material costs required to provide and maintain the non-standard facilities.

RATE

This monthly charge will be billed per kilowatt (kW) and determined using the highest annual non-coincidental peak demand measured on an hourly interval basis. The demand will remain unchanged for a 12-month period and adjusted upon review annually.

The monthly charge is:

$5.20 per kW

500.2 RATE SCHEDULES

500.2.1 RESIDENTIAL, FARM AND RANCH SERVICE

500.2.1.1 RESIDENTIAL, FARM AND RANCH SERVICE

APPLICABILITY

This schedule applies to Members receiving distribution service in locations built to serve as and are currently serving as an Individual Private Dwelling or Multi-Family Dwelling and their facilities, or facilities used for small-scale agricultural purposes such as water wells. If the location is being used for commercial purposes, PEC may change the member's rate to the appropriate non-residential service rate.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 22.50	meter	month
Delivery Charge	$ 0.028405	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2 NON-RESIDENTIAL SERVICE

500.2.2.1 SMALL POWER SERVICE

APPLICABILITY

This schedule applies to distribution service locations built for commercial purposes with a rolling twelve (12) month average maximum demand below fifty (50) kW. The maximum demand will be captured during the hourly interval within the monthly billing cycle with the highest demand. If a Member's maximum monthly demand is fifty (50) kW or greater in any rolling twelve (12) month period, then the Cooperative may re-classify the Member as Large Power Service for a period of at least twelve (12) months or until the rolling twelve (12) month average demand is below fifty (50) kW.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	meter	month
Delivery Charge	$ 0.021977	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.2 LARGE POWER SERVICE

APPLICABILITY

This schedule applies to distribution service locations with a rolling twelve (12) month average demand of fifty (50) kW or greater, and who is not covered by another rate schedule. The maximum demand will be captured during the hourly interval within the monthly billing cycle with the highest demand. If a Member's maximum monthly demand is below fifty (50) kW in any rolling twelve (12) month period, then the Cooperative may re-classify the Member as Small Power Service for a period of at least twelve (12) months or until the rolling twelve (12) month average demand is fifty (50) kW or greater.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 150.00	meter	month
Peak Demand Charge	$ 6.74	kW	Peak Demand
Base Power Charge	Per Section 500.1.7.4	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.3 INDUSTRIAL POWER SERVICE

APPLICABILITY

This schedule applies to Members whose service level is not classified as Secondary, Primary, or Transmission level and whose uses are not covered by another specific rate schedule.

This schedule is not available to new Members or Applicants effective March 1, 2021.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 1,000.00	meter	month
Capacity Demand Charge	$ 0.580000	kW	Capacity Demand
Base Power Charge	See Below	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand

Base Power Charge: The cost of power to serve the Member, including capacity, ancillary services, delivery, energy, and fuel charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. These costs will be a direct pass through from the wholesale provider provided that the Member's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Member's power cost at the wholesale supplier's metering point to the Cooperative.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.4 TRANSMISSION LEVEL SERVICE

APPLICABILITY

This schedule applies to Members receiving power at transmission level voltage (sixty (60) KV or above).

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 1,000.00	meter	month
Base Power Charge	See Below	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand

Base Power Charge: The cost of power to serve the Member, including capacity, ancillary services, delivery, energy, and fuel charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. These costs will be a direct pass through from the wholesale provider provided that the Member's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Member's power cost at the wholesale supplier's metering point to the Cooperative.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.5 ELECTRIC VEHICLE PUBLIC CHARGE STATION RATE

APPLICABILITY

The rate is applicable to a Member or non-Member receiving electric service through a public electric vehicle charging station connected to the Cooperative's Delivery System and owned and/or operated by the Cooperative.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Ten percent (10%)	n/a	total charges
Delivery Charge	Per Section 500.2.1.1	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.4	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: The charge will be ten percent (10%) of the total cost per kWh calculated on the sum of the Delivery, TCOS, and Base Power Charges as described in this section.

The total cost per kWh will be the sum of the above charges. Charges may be subject to rounding as required by the billing software provider.

500.3 RATE PROGRAMS

500.3.1 INTERCONNECT RATE

APPLICABILITY

This program applies to Residential and Small Power Service Members with a Distributed Generation system that is less than fifty (50) kW AC of capacity. The Member must have an approved Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

RATE

Service will be measured through a single meter, with two (2) registers measuring Delivered Energy and Received Energy. Delivered Energy will determine the charges for energy consumption. Received Energy will determine the credit for surplus energy generated by the member.

MONTHLY RATE

The following charges may apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per applicable rate schedule	meter	month
Delivery Charge	Per applicable rate schedule	kWh	Delivered Energy
Base Power Charge	Flat Base Power, per Section 500.1.7.3	kWh	Delivered Energy
Sustainable Power Credit	Per Section 500.1.12	kWh	Received Energy
TCOS Pass Through Charge	Per applicable rate schedule	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per applicable rate schedule	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.2 INTERCONNECT WHOLESALE ENERGY RATE

APPLICABILITY

This program applies to Large Power Members with a DG system or any member with DG system that is fifty (50) kW AC or greater of capacity. The Member must have an approved Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per Section 500.2.2.2	meter	month
Peak Demand Charge	Per Section 500.2.2.2	kW	Peak Demand
Base Power Charge	Per Section 500.2.2.2	kWh	Delivered Energy
Wholesale Energy Credit	Per Section 500.1.13	kWh	Received Energy
TCOS Pass Through Charge	Per Section 500.2.2.2	kW	4CP Demand
Temporary Winter Storm Surcharge	Per Section 500.2.2.2	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.3 COMMUNITY SOLAR RATE

APPLICABILITY

This program applies to all rate classes except Industrial Power Service, Transmission Service, Large Power Service, and Unmetered Device Service rates. Additionally, this Rate is not applicable to accounts enrolled in Time-of-Use Base Power Charge, Interconnect, or Interconnect Wholesale Energy Rates.

CONDITIONS

1. The Community Solar Rate is available to any eligible Member provided that Member completes an enrollment application for the Community Solar Rate.

2. The allocation of available Community Solar Energy Units (as defined below) will be assigned to applicants on a first-come, first-served basis as determined by the date and time of application submission.

3. Each Member's assigned Community Solar Energy Units will be no greater than the Member's average monthly energy usage during the previous twelve (12) month period, divided by one hundred (100), and rounded up to the next whole number. If Member does not have a twelve (12) month energy usage history, then an estimated monthly average energy usage will be determined based on the information provided in the Member's application.

4. Member acknowledges that the Solar Energy (as defined below) is not a fixed amount and may vary monthly depending on total Community Solar generation. Member acknowledges Community Solar generation is intermittent in nature and the amount of energy produced varies from moment to moment depending on many factors including the time of the year, the time of the day, and the weather. As a result, the Cooperative cannot guarantee the actual amount of Solar Energy.

5. Member agrees to a recurring twenty-four (24) month enrollment commitment with an automatic renewal every twenty-four (24) months until Member submits a request to terminate enrollment no later than thirty (30) calendar days prior to the end of the commitment period. Any modifications to enrollment status will be effective at the beginning of the Member's next billing cycle.

6. Cooperative will monitor and administer the Community Solar Rate and from time to time will inspect the effectiveness of the Community Solar Rate.

7. Cooperative may elect to reduce a Member's assigned Community Solar Energy Units, with notice to Member, if Member's Solar Energy is over one-hundred and ten percent (110%) of the Member's monthly average energy usage during a rolling twelve (12) month period.

BILLING DETERMINANTS

Community Solar Energy Units – A Community Solar Energy Unit represents a portion of the Community Solar generation, assigned to the Member.

Unit Energy Allocation – The Unit Energy Allocation (kWh) is the energy for each Community Solar Energy Unit assigned to the Member on a monthly basis. The Unit Energy Allocation will be based on the monthly total Community Solar generation divided by the number of Community Solar Energy Units assigned to Members enrolled on the Community Solar Rate. The Unit Energy Allocation will be equivalent to no more than one hundred (100) kWh.

Solar Received – The monthly energy that corresponds to each Member from Community Solar generation. The Solar Energy will be determined by multiplying the Member's Community Solar Energy Units by the monthly Unit Energy Allocation.

Net Energy – The Net Energy (kWh) will be calculated by subtracting the Solar Energy from the Delivered Energy on a monthly basis. If Solar Energy is greater than Delivered Energy, then the Solar Energy will be adjusted to equal the Delivered Energy, and Net Energy will be zero (0). The Net Energy will never be negative regardless of the Member's Community Solar Energy Units.

MONTHLY RATE
The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per applicable rate schedule	meter	month
Delivery Charge	Per applicable rate schedule	kWh	Delivered Energy
Peak Demand Charge	Per applicable rate schedule	kW	Peak Demand
Base Power Charge	Flat Base Power, per Section 500.1.7	kWh	Net Energy
Community Solar Base Power Charge	$ 0.061080	kWh	Solar Received
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Solar Transmission Cost Adjustment	Per Section 500.1.9	kWh	Solar Received
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

TCOS Pass Through Charge –The TCOS charge will apply to Delivered Energy for Members as per the applicable tariff in Section 500.1.8.1. Transmission Cost of Service (TCOS) Pass Through Charge.

Solar Transmission Cost Adjustment – The STCA credit will apply to Solar Energy received by Members as per the applicable tariff in Section 500.1.9, Community Solar Transmission Cost Adjustment.

Community Solar Base Power Charge – The Community Solar Base Power Charge will recover the actual cost of power purchased for Community Solar generation and other costs incurred in connection with solar generation. The Community Solar Base Power Charge will apply to Solar Energy. The Cooperative Solar Base Power Charge is $0.061080 per kWh.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.4 MILITARY BASE DISCOUNT

APPLICABILITY
The discount will be applicable in conjunction with the Member's rate schedule to any military base that the Cooperative serves, as required by the Texas Utilities Code. Sec. 36.354. The provisions of the applicable rate schedule are modified only as shown herein.

MONTHLY RATE
The amount due to the Cooperative will be reduced by twenty percent (20%), except for the Base Power and TCOS charges applicable to the Member, and excluding any adjustment factors, cost recovery factors, specific facilities charges, and service fees, as per the Member's rate schedule.

500.3.5 ECONOMIC DEVELOPMENT DISCOUNT

PURPOSE

To encourage economic development, provide economic stimulus, and increase the competitiveness of communities in their economic development pursuits within the Lower Colorado River Authority (LCRA) service territory, the Cooperative will pass through an Economic Development Discount (EDD) available through the LCRA to qualifying Members.

APPLICABILITY

Subject to the conditions listed and confirmation of availability from LCRA, this discount applies to Large Power Service, Transmission Level Service, and Industrial Power Service Members with minimum LCRA supplied energy usage of two million two hundred thousand (2,200,000) kWh to a single site in the LCRA service territory.

CONDITIONS

To be eligible to receive an EDD, a Large Power Service, Transmission Level Service, or Industrial Level Service Member must meet the following requirements:

1. Member must have added a new location for electric service within LCRA's service territory or expanded an existing location for electric service with addition of a new metering point within the LCRA's service territory;

2. Service location must have appropriate metering equipment to record actual energy consumption;

3. Member must have received economic development assistance, including but not limited to, tax incentives or grants, from cities, counties or other regional entities (Member must provide executed agreements that address various economic impact metrics such as job creation and investment requirements); and

4. Member must enter into a five (5) year agreement with the Cooperative in a form approved by the Cooperative, which may include, among other provisions, terms regarding minimum load requirements, purchase power requirements, metering data submission, economic impact reporting, and repayment provisions for failure to meet conditions of discount.

RATE

After the first year of Member's minimum annual usage of two million two hundred thousand (2,200,000) kWh served by the Cooperative through energy purchases from the LCRA at a single site within the LCRA service territory, and each year thereafter for no more than three (3) years, the discount will apply to reduce the Cooperative's total costs for providing service to the new service location in the amounts and terms described in an agreement entered into between the Cooperative and the Member. The amount of the EDD for the Member will be equivalent to the reduction that the Cooperative receives from LCRA minus any associated cost of implementation.

AVAILABILITY

The discount will be available to applicable Members for no more than three (3) years.

500.3.6 UNMETERED DEVICE SERVICE

APPLICABILITY

This schedule applies to Members requesting Unmetered Service to lighting and non-lighting related devices owned, operated, and maintained by the Member or the Cooperative. Devices may not have a maximum power requirement of more than five hundred (500) watts.

CONDITIONS
To qualify for this service, the Member must comply with the following provisions:

1. Member must provide the technical specifications and location of device(s) installed;

2. Member must provide notice of any new device(s) installed or changes to approved devices by the Member within 48 hours of installation;

3. A maximum of one-hundred and fifty (150) individual devices can be aggregated to a single account; and

4. All approved devices must be located within the same municipality for the assessment of any municipal franchise fee, if applicable.

UNAUTHORIZED DEVICES
Failure by Member to notify the Cooperative of any new devices may result in the Cooperative's refusal to continue service.

If the Cooperative discovers any new and unauthorized devices installed by the Member, the Cooperative may make a billing adjustment to account for six (6) months of energy consumption for each unauthorized device.

If the Cooperative discovers any changes to authorized devices, such as a change in the device's category, already installed by the Member, the Cooperative will make a billing adjustment to account for the difference in energy consumption between the billed device and the unauthorized device for six (6) months of energy consumption for each unauthorized device.

500.3.6.1 UNMETERED LIGHTING DEVICE SERVICE

BILLING DETERMINANTS
The Cooperative will place each lighting device in the categories below. Monthly consumption is based on a fifty (50) percent load factor.

Lighting Device Category and Monthly Energy Consumption		
Device Type LA	1 – 50 watts	18 kWh
Device Type LB	51 – 100 watts	37 kWh
Device Type LC	101 – 150 watts	55 kWh
Device Type LD	151 – 200 watts	73 kWh
Device Type LE	201 – 250 watts	91 kWh

MONTHLY RATE
The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	account	month
Delivery Charge	$ 0.021977	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: This charge is applicable if devices are not already included on a bill with a metered account. Otherwise, the account will be billed per this rate schedule.

The charge per lamp above is the monthly energy (kWh) multiplied by the calculated sum of the Delivery Charge and the Base Power Charge as described in this section.

Members with Cooperative-owned devices will be billed a lamp charge per Section 500.1.16, Cooperative Owned Lamp Charge.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.6.2 UNMETERED NON-LIGHTING DEVICE SERVICE

BILLING DETERMINANTS

The Cooperative will place each non-lighting device in the categories below. Monthly consumption is based on a one hundred (100) percent load factor.

Non-Lighting Device Category and Monthly Energy Consumption		
Device Type A	1 – 100 watts	73 kWh
Device Type B	101 – 200 watts	146 kWh
Device Type C	201 – 300 watts	219 kWh
Device Type D	301 – 400 watts	292 kWh
Device Type E	401 – 500 watts	365 kWh

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	account	month
Delivery Charge	$ 0.010988	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: This charge is applicable if devices are not included on a bill with a metered account. Otherwise, the account will be billed per the applicable rate schedule.

The charge per device above is the monthly kWh multiplied by the calculated sum of the Delivery Charge, TCOS Charge, and the Base Power Charge as described in this section.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.4 FEE SCHEDULE

FEE	AMOUNT	SECTION
Open Records Fee – Staff research time	$ 40.00 per hour	300.4
Open Records Fee – Copies	$ 0.25 cents per page for any pages in excess of 10 pages	300.4
Open Records Fee – Other materials and services not included in research time and copies.	Actual cost	300.4
Subpoena Response Service Fee	$ 40.00 / hour	300.4.1
Easement Release Fee	$ 100.00	300.4.2
Membership Fee	$ 50.00	300.8.1
Establishment/Transfer Fee	$ 50.00	300.8.2
Same Day Service Fee	$ 125.00 – (8 AM to 5 PM on Business Days) $ 175.00 – All other times	300.9.3
Late Payment Processing Fee	10 percent of unpaid amount	300.11.4
Non-Payment Disconnect/Reconnect Fee	$ 75.00	300.11.9
Loan Late Fee	The greater of $ 7.50 or 7 percent	300.11.5
Return Check/Denied Bank Draft Fee	$ 30.00	300.11.6
Meter Test Fee	$ 100.00	300.13.4
Advanced Metering Opt Out Program – Meter Exchange Fee	$ 150.00	300.13.6
Advanced Meter Opt Out Program – Non-Payment Disconnect/Reconnect Fee	$ 200.00	300.13.6
Advanced Metering Opt Out Program – Meter Reading Fee	$ 30.00, additional $ 3.50 / mile charge for service locations further than thirty (30) miles from nearest area office	300.13.6
Meter Tampering Fee	$ 500.00	300.13.7
System Impact Fee	$ 200.00	400.15
Planning Redesign Fee	$ 500.00 or actual cost, whichever greater	400.16

FEE	AMOUNT	SECTION
After Hours Service Fee	At cost	400.17
Miscellaneous Trip Fee	$ 100.00	400.18
Franchise Fee	Varies depending on the municipality	500.1.14
Distributed Generation Interconnection Transfer Fee	$ 150.00	600.4
Distributed Generation Interconnection, 50 kW and under		
Application and Engineering Study Fee	$ 250.00	600.4
Interconnect Agreement and Inspection Fee	$ 250.00	600.4
Distributed Generation Interconnection, greater than 50 kW		
Application Fee	$ 150.00	600.4
Interconnect Agreement and Inspection Fee	$ 250.00	600.4
Engineering Study Fee	At cost	600.5

600 INTERCONNECTION POLICY

600.1 GENERAL

This Policy applies to the installation and parallel operation of Member owned Distributed Generation (DG).

While not regulated by the Commission on this subject, the Cooperative adopts as its requirements for safety, reliability, and operational rule the Commission's Substantive Rule 25.212 "Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation" as may be amended from time to time as the Cooperative's interconnection, operational, safety, and reliability rules, except for any portions of the substantive rule which refer to the Commission's form of an Interconnection Agreement or Tariff as may be amended from time to time. Should any provision of the adopted substantive rule and this Policy conflict, this Policy will control.

600.2 LIMITATIONS WITH REGARD TO METERS AND FACILITIES

A Member may serve all load behind the meter at the location of the interconnecting DG facility but will not be allowed to serve multiple meters, multiple consuming facilities or multiple Members with a single DG facility or under a single DG application.

600.3 COMPLIANCE WITH ALL LAWS, REGULATIONS, AND STANDARDS

A Member requesting to interconnect a DG facility to the Cooperative's Delivery System is responsible for and must follow, in addition to all provisions of this Policy, the Cooperative's Tariff and Business Rules, the policies and procedures of the Cooperative's power supplier where applicable, the policies and procedures of the interconnecting transmission provider where applicable, the rules and regulations of ERCOT and the Commission where applicable, the current IEEE 1547 Standard Guide for Distributed Generation Interconnection, other applicable IEEE standards, applicable ANSI standards, including ANSI C84.1 Range A and any other applicable governmental and regulatory laws, rules, ordinances or requirements. All legal, technical, financial, or other requirements in the following sections of this Policy must be met prior to interconnection of the DG facility to the Cooperative's system.

600.4 MEMBER REQUIREMENTS

APPLY FOR DG SERVICE

To begin the process of interconnecting a DG facility to the Cooperative's Delivery System, a Member must complete and submit an Application for Interconnection and Parallel Operation of Distributed Generation (DG), Section 700.5.

APPLICATION AND ENGINEERING STUDY FEES

At the time of application for DG service, the Member will pay a refundable application and engineering study fee. The application and engineering study fee will recover the cost for the Cooperative to complete all work required to facilitate the Member's DG service prior to execution of an interconnect agreement, including an engineering study for DG interconnections under 50 kW AC. This fee may be refunded in the case that an Applicant's costs to interconnect a DG system would require Cooperative Delivery System upgrades as per the Line Extension Policy, Section 400. For DG interconnections greater than 50 kW AC, the cost of the engineering study is not included in the application fee, therefore the Applicant will be billed separately at cost. All fee amounts are per Section 500.4, Fee Schedule.

EXECUTE AN INTERCONNECT AGREEMENT

To interconnect a DG facility to the Cooperative's Delivery System, a Member must complete, submit, and have approved by the Cooperative an Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

PAY INTERCONNECT AGREEMENT AND INSPECTION FEES

The Member will pay a non-refundable interconnect agreement and inspection fee if executing an Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6. The interconnect agreement and inspection fee covers the cost for the Cooperative to complete all work required to facilitate the Member's DG service with the exception of any work required in the application

process covered by the application fees or by Section 400.14, Service Upgrades to Existing Cooperative Facilities. All fee amounts are per Section 500.4, Fee Schedule.

DISTRIBUTED GENERATION INTERCONNECTION TRANSFER FEE
A member moving into an existing interconnect location with intent to generate will be required to establish a new Interconnect Agreement with the Cooperative and pay the DG Interconnection Transfer Fee. All fee amounts are per Section 500.4, Fee Schedule.

600.5 COOPERATIVE REVIEW OF PROPOSED DG FACILITY

ENGINEERING STUDIES AND STUDY FEES
The Cooperative will conduct an engineering study, service study, coordination study and/or utility system impact study prior to interconnection of a DG facility. The scope of any such studies will be based on the characteristics of the particular DG facility to be interconnected and the Cooperative's Delivery System at the proposed location. Studies may be conducted by a qualified third party. For DG facilities greater than 50 kW AC, an estimate of the engineering study cost and an estimate of the time required to complete the study will be provided to the Member in advance as part of the application fees. If the cost of the study is in excess of the estimate the member will be required to pay actual cost in full.

LIABILITY
The Cooperative intends the review process and any inspections as a means to safeguard the Cooperative's facilities and personnel. The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative will not impose any liability on the Cooperative and does not guarantee the adequacy of the Member's equipment or DG facility to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such DG installations.

SYSTEM UPGRADES AND MODIFICATIONS TO COOPERATIVE FACILITY
If interconnection of a particular DG facility will require material capital upgrades to the Cooperative' Delivery System as determined by the engineering study, the Cooperative will provide the Member with an estimate of the schedule and Member's cost for the upgrade. If the Member desires to proceed with the upgrade, the Member will be responsible for all costs associated with the upgrade in accordance with Section 400.14, Service Upgrades to Existing Cooperative Facilities.

GENERAL SAFETY AND RELIABILITY
The Cooperative reserves the right to require additional safety, reliability and/or operational equipment and/or measures beyond that required by the referenced Substantive Rule where its engineering study determines that such equipment and/or operational measures are required. In such cases, the Member will be responsible for the cost of such equipment and/or operational measures.

DG FACILITY ACCESS
The Cooperative has the right to access the area where the disconnect switch for the DG facility is installed for purposes of testing and/or operating the disconnect switch. Such entry onto the Member's property may be without notice.

If the Member erects or maintains locked gates or other barriers, the Member will furnish the Cooperative with convenient means to circumvent the barrier for full access.

METERING
The Member location will be metered in accordance with Section 300.13, Measurement and Metering of Service. Depending on the size and registration status of the DG facility with ERCOT additional meter requirements may be necessary.

700 APPENDICES

700.1 MEMBERSHIP APPLICATION AND CERTIFICATE

MEMBERSHIP APPLICATION AND CERTIFICATE

I apply for membership in Pedernales Electric Cooperative, Inc. I agree to be connected to and receive service from the Cooperative's electric distribution system. I agree to pay for Cooperative services and abide by the Cooperative's Bylaws, Tariff, policies, and procedures. I authorize agents of the Cooperative to enter and will allow easy access to my property to repair and maintain lines or equipment or for any other purpose necessary to provide services and conduct business.

Date: _____ Account number: _____

Name and address of applicant:

_____

_____

_____

_____

Phone: _____ Alternate phone: _____

Location description:

_____

_____

_____

_____

I understand that Pedernales Electric Cooperative requires one (1) refundable membership fee per member. The membership fee will be applied as a credit to the bill when all accounts are closed.

This certifies the applicant is a member of Pedernales Electric Cooperative, Inc.

700.2 RESIDENTIAL LETTER OF GUARANTEE

PEC COPY – RETURN TO:
P.O. BOX 1, Johnson City, TX 78636

RESIDENTIAL LETTER OF GUARANTEE

(Waiver of Deposit agreement)

In order that Pedernales Electric Cooperative, Inc. ("PEC"), waive a cash deposit for securing payment of electric bill for:

Applicant Name: _____

I, (Guarantor Name): _____

Agree to pay an amount not to exceed one hundred and fifty dollars ($150.00).
I UNDERSTAND BY SIGNING THIS AGREEMENT THAT:

1. A credit risk assessment on the Guarantor may be conducted by PEC or on its behalf.
2. The amount of liability for Guarantor toward payment of Member's unpaid final bill will not exceed one hundred and fifty dollars ($150.00).
3. This Agreement transfers with the Member/Guarantor, should either party change his or her service address and continue to receive electric service from PEC.
4. This guaranty will terminate automatically when the Member has paid his or her bills for twelve (12) consecutive months without service being disconnected for nonpayment, without having more than one (1) late payment, and without having more than one (1) returned item.
5. **If Member fails to pay the final bill within sixteen (16) days after the final due date, the Guarantor's electric account may be charged an amount not to exceed one hundred and fifty dollars ($150.00). If this amount is not paid or arrangements not made for payment, Guarantor's own electric service may be disconnected.**

Member name: _____
Member signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____
Amount: _____

Guarantor: _____
Guarantor signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____

Appearing the Guarantor, _____ , subscribed and sworn

before me this _____ day of _____ , 20 _____ .

(NOTARY SEAL)

Notary public signature: _____

Pedernales Electric Cooperative, Inc.
Residential Letter of Guarantee - PEC copy
Pedernales Electric Cooperative, Inc.

GUARANTOR COPY

RESIDENTIAL LETTER OF GUARANTEE

(Waiver of Deposit agreement)

In order that Pedernales Electric Cooperative, Inc. ("PEC"), waive a cash deposit for securing payment of electric bill for:

Applicant Name: _____

I, (Guarantor Name): _____

Agree to pay an amount not to exceed one hundred and fifty dollars ($150.00).
I UNDERSTAND BY SIGNING THIS AGREEMENT THAT:

1. A credit risk assessment on the Guarantor may be conducted by PEC or on its behalf.
2. The amount of liability for Guarantor toward payment of Member's unpaid final bill will not exceed one hundred and fifty dollars ($150.00).
3. This Agreement transfers with the Member/Guarantor, should either party change his or her service address and continue to receive electric service from PEC.
4. This guaranty will terminate automatically when the Member has paid his or her bills for twelve (12) consecutive months without service being disconnected for nonpayment, without having more than one (1) late payment, and without having more than one (1) returned item.
5. **If Member fails to pay the final bill within sixteen (16) days after the final due date, the Guarantor's electric account may be charged an amount not to exceed one hundred and fifty dollars ($150.00). If this amount is not paid or arrangements not made for payment, Guarantor's own electric service may be disconnected.**

Member name: _____
Member signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____
Amount: _____

Guarantor: _____
Guarantor signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____

Appearing the Guarantor, _____ , subscribed and sworn

before me this _____ day of _____ , 20 _____ .

(NOTARY SEAL)

Notary public signature: _____

Pedernales Electric Cooperative, Inc.
Residential Letter of Guarantee - Guarantor copy

700.3 PREPAID PAYMENT OPTION MEMBER AGREEMENT

PRE-PAID PAYMENT OPTION MEMBER AGREEMENT

Pedernales Electric Cooperative, Inc. ("PEC") is pleased to offer the Pre-paid Payment Option to eligible members. This payment option allows you to manage your electric usage and payments towards your electric bill. With this payment option, each day, PEC will bill you for your previous day's usage and deduct the bill amount from the credit on your account. Daily balances are available for review at pec.coop/PayNow, SmartHub, or by phone. PEC will send you notices by phone, text, or email reflecting your balance. If you have an existing deposit on your account, PEC will retain $50 of that deposit and apply the remaining amount to your pre-paid balance.

ELIGIBLE MEMBERS MUST:

- Have a twenty five dollar ($25) pre-paid credit balance to set up the account
- Keep a credit balance on the account at all times

OTHER PROGRAM INFORMATION:

- Pre-paid accounts are not eligible for the following services and rates:
  - Deferred Payment Arrangement, Budget Billing, Automatic Payment Plan
  - Time of Use, Interconnections, or Cooperative Solar rates
  - Medical Necessity Registry, Advanced Meter Opt Out Program, or with three-phase service
- No deposit based on credit worthiness is required for Pre-paid Payment Option accounts
- Make payments via the SmartHub app, online, by phone, at kiosks, by mail, or in person
- Existing balances must be cleared or a payment arrangement must be scheduled prior to enrollment:
  - Fifty percent (50%) of every payment will be applied to the outstanding balance.
  - The remaining fifty percent (50%) will be applied to the pre-paid account balance until the outstanding balance is paid in full
- Members are responsible for setting up personalized notifications via SmartHub
- If service is disconnected for lack of pre-paid funds, the unpaid balance will be due along with a twenty five dollar ($25) credit balance to reinstate electric service

PRE-PAID PAYMENT OPTION MEMBER AGREEMENT - CONTINUED

MEMBER:

1. I request that my account be added to the Pre-paid Payment Option. I agree to abide by the Tariff and Business Rules (Section 300.11.3.1) governing the Pre-paid Payment Option.
2. I consent to electronic notifications by electronic mail, text, or by phone regarding the Pre-paid Payment Option, including notifications regarding balances. PEC will send notice either by email or text when the balance is at ten dollars ($10) or less. You may elect to receive additional alerts by through your SmartHub account. I understand that it is my responsibility to immediately notify PEC of any changes to my contact information.
3. The continuation of electric service depends on your prepaying for service on a timely basis and once the fund balance on the electric account is depleted to zero dollars ($0), a notification will be sent, and service is subject to disconnection. The daily base rate will continue to accumulate even if no energy consumption occurs.
4. Member assumes all liability for and holds harmless PEC, its directors, officers, employees, and agents for any and all damages of every kind resulting from my participation in the Pre-paid Payment Option including, without limitation, automatic disconnection or reconnection of service.
5. I understand that at any time, I may elect to discontinue the Pre-paid Payment Option and resume standard billing. At that time, PEC will require full payment of any outstanding balance and may require a deposit.
6. Member acknowledges and agrees to the terms and conditions described herein.

Member name: _____ Date: _____

Account: _____ Phone: _____

Email: _____

700.4 MEDICAL NECESSITY PROGRAM APPLICATION

MEDICAL NECESSITY PROGRAM APPLICATION

IMPORTANT INFORMATION:

- This application must be completed to obtain Chronic or Critical Care designation with Pedernales Electric Cooperative, Inc. ("PEC").
- This application will not be processed if incomplete, unreadable, or improperly submitted. All information is required, unless otherwise indicated.
- Submission of this application does not automatically result in Chronic or Critical Care designation.
- Members will be notified upon approval and when the designation is due for renewal.
- Pursuant to the Tariff and Business Rules of PEC, designation as a Chronic or Critical Care residential member does not relieve a member of the obligation to pay for electric service, and service may be disconnected for failure to pay.
- Chronic or Critical Care designation does not guarantee continuous electric power. If electricity is a necessity to sustain life, you must make other arrangements for on-site back-up capabilities or other alternatives in the event of power loss.
- It is important that we have the most current phone number and mailing address on record. Members who have registered their PEC account(s) online may also receive notifications via the registration email address.
- More information may be found on this Program in the "Medical Necessity Program" section of the PEC Tariff and Business Rules.

INSTRUCTIONS FOR MEDICAL NECESSITY PROGRAM APPLICATION:

MEMBER: Complete Part 1 of application and provide to patient's physician to complete
PHYSICIAN: Complete Part 2 of application
MEMBER: Return signed application to any PEC office or via email, fax, or mail

Office locations: Visit pec.coop/locations

Email: medical@peci.com

Fax: 830-868-4956
Attn: Medical Necessity Program

Mail: Pedernales Electric Cooperative, Inc.
Attn: Medical Necessity Program
P.O. Box 1
Johnson City, Texas 78636

MEDICAL NECESSITY PROGRAM APPLICATION - CONTINUED

PART 1: COMPLETED BY THE MEMBER - ALL INFORMATION IS REQUIRED

Member name on PEC account: _____

Patient name: _____

(Name of Patient living permanently at the Service Location who requires chronic condition or critical designation pursuant to PEC's Tariff and Business Rules. The Patient may be the same person as the Member.)

Account number on your PEC bill: _____ Generator? _____

Service location on your PEC bill: _____

City: _____ State: _____ Zip: _____

Mailing address on your PEC bill: _____

City: _____ State: _____ Zip: _____

Member primary phone: _____ Alternate phone (if any): _____

Emergency (Secondary) Contact Information (Your application will be rejected unless you include an Emergency Contact name or insert "I choose not to provide an Emergency Contact name." Failure to include an Emergency Contact may result in disconnection of your electric service without notice if PEC is unable to contact you.

Emergency contact: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Primary phone: _____ Alternate phone (if any): _____

MEMBER – I have read and understood PEC's information on the Medical Necessity Program and certify that the information provided on this application is correct. I understand the information may also be used to determine whether I am eligible for additional notices relating to my electric service. I agree to be contacted by telephone at the phone numbers listed above with respect to the Medical Necessity Program. Pedernales Electric Cooperative, Inc. is not liable for delayed or undelivered notifications.

PATIENT/PATIENTS GUARDIAN, PARENT, OR MANAGING CONSERVATOR – I have read and understood the information on the Medical Necessity Program and certify that the information provided in this application about me (or the patient) is correct. I agree to the release of the information on this form concerning my (or the patient's) medical condition for the purposes stated on this application.

MEDICAL NECESSITY PROGRAM APPLICATION - CONTINUED

PART 2: COMPLETED BY THE PATIENT'S PHYSCIAN – ALL INFORMATION IS REQUIRED

CHRONIC CONDITION:	**YES**	**NO**
The patient has a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent impairment of a major life function through a significant deterioration or exacerbation of the person's medical condidtion.	☐	☐
If yes to the above, has the medical condition been diagnosed as a life-long condition?	☐	☐

OR

CRITICAL CARE CONDITION:	**YES**	**NO**
The patient is dependent upon an electric-powered medical device to sustain life.	☐	☐
If yes to the above, has the medical condition been diagnosed as a life-long condition?	☐	☐

Physician name (please print): _____

Texas Medical Board License number: _____

Phone: _____

Physician signature: _____

700.5 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

Name (First): _____

Name (Last): _____

Organization (if applicable): _____

PEC account number: _____

PEC meter number: _____

Member phone: _____

Member email: _____

Installation address: _____

Installer's name: _____

Installer's phone: _____

Installer's email: _____

Distributed generator details:

Fuel or energy source (solar, etc.): _____

Nameplate rating (kW-DC): _____

Nameplate output rating (kW-AC): _____

Operating voltage (volts): _____

Connection (phase): _____

Equipment manufacturer: _____

Power factor: _____

Frequency: _____

APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

Battery storage system? ☐ **Yes** ☐ **No**

If answering Yes to battery storage system, than complete the next set of questions:

Nameplate rating (kW-DC): _____

Nameplate output rating (kW-AC): _____

Location of facility: _____

Installer's name: _____

Installer's phone: _____

Installer's email: _____

By submitting to PEC, the Member authorizes PEC to discuss this application with the installer listed herein and such other persons necessary to process this Application including, but not limited to, any electrical contractor or consultant for the project.

700.6 INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

THIS AGREEMENT (the "Agreement") made this _____ day of _____ by and between _____, hereinafter referred to as the "Member", and PEDERNALES ELECTRIC COOPERATIVE, INC., hereinafter referred to as the "Cooperative", is as follows:

Member owns or intends to own and/or operate an electric power generating installation, at the service location below, and desires to interconnect and operate such installation in parallel with the Cooperative's electric distribution system. This Agreement defines the requirements and responsibilities of the Member including terms affecting delivery and sale of electricity as well as conditions required for parallel operating distributed generation. Parallel operation and sales of electricity will be governed by the Cooperative's Tariff and Business Rules including any and all amendments that may hereafter be approved by the PEC Board of Directors.

Account number: _____

Member name: _____

Service location: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **SCOPE OF AGREEMENT.** This Agreement is applicable to conditions under which Cooperative and Member agree that one or more generating facility or facilities, interconnecting at a single point, of ten (10) megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facility") may be interconnected to Cooperative's facilities, as described in Exhibit A.

2. **ESTABLISHMENT OF POINT(S) OF INTERCONNECTION.** The Cooperative and the Member agree to interconnect the Facility at the Point of Interconnection in accordance with the Cooperative's Tariff and Business Rules.

3. **RESPONSIBILITIES OF COOPERATIVE AND MEMBER.** While the Cooperative is not regulated in this matter by the Public Utility Commission of Texas, the Cooperative has adopted as its requirements for safety, reliability, and operational rule the Commission's Substantive Rule 25.212 "Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation" hereinafter referred to as the "Rules." Member shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for the Facility specified on Exhibit A. Member shall conduct its operations of the Facility in compliance with all aspects of the Rules. Maintenance of the Facility shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Member agrees to cause the Facility to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

   Member covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, the Facility on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the Facility of one Party, affecting or impairing the Facility of the other

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

Party, or other Facility with which Cooperative is interconnected.

The Cooperative shall notify Member if there is evidence that operation of the Facility causes disruption or deterioration of service to other utility Members or if the operation of Facility causes damage to the Cooperative's facility or other Facility with which the Cooperative is interconnected. Member shall work promptly to resolve the problem.

Member shall notify the Cooperative of any emergency or hazardous condition or occurrence with the Facility which could affect safe operation of Cooperative's facility or other Facility with which Cooperative is interconnected.

Member shall provide Cooperative at least fourteen (14) Business Days' written notice of a change in ownership; any circumstances necessitating a change in the person who is the Member; or cessation of operations of one or more Facility. Upon notice by Member of circumstances necessitating a change in the person who is the Member, the Cooperative shall undertake in a reasonably expeditious manner entry of a new Agreement with the change in person who is the Member.

4. **RIGHT OF ACCESS, EQUIPMENT INSTALLATION, REMOVAL & INSPECTION.** Upon reasonable notice, the Cooperative will send a qualified person to the premises where the Facility is located to inspect the interconnection before the Facility first produces energy. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Cooperative shall have access to the premises where the Facility is located for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its members. Member warrants it has, or has obtained from all other persons, all necessary rights to provide Cooperative with access to the premises and Facility, as necessary or appropriate for Cooperative to exercise its rights under this Agreement and the Rules.

5. **DISCONNECTION OF FACILITY.** Member retains the option to disconnect from the Cooperative's facilities. Member shall notify Cooperative of its intent to disconnect by giving Cooperative at least thirty (30) business days' written notice. Such disconnection shall be a termination of this Agreement.

6. **EFFECTIVE TERM AND TERMINATION RIGHTS.** This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Member may terminate this Agreement at any time, by giving Cooperative thirty (30) business days' written notice; (b) Cooperative may terminate upon failure by Member to generate energy from the Facility within twelve months of executing this Agreement; (c) either the Cooperative may terminate by giving the Member at least thirty (30) Business Days' written notice that the Member is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default. Upon termination Member will ensure the Facility is disconnected from the Cooperative's electric distribution system. The Cooperative may inspect the Facility to ensure proper disconnection from the Cooperative's electric distribution system.

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

7. **SALES OF ELECTRIC SERVICE TO MEMBER.** Member agrees to pay for electric service in accordance with the applicable Interconnection Rate and is subject to such other rates as may be applicable under its Tariff.

8. **CREDITS TO MEMBER.** The Cooperative shall credit electric service in accordance with the applicable rate schedule and is subject to such other rates as may be applicable under its Tariff.

9. **RECEIPT OF POLICY.** Member acknowledges that the Interconnection Policy of the Cooperative is found in its Tariff and Business Rules, as may be amended from time to time.

10. **LIMITATION OF LIABILITY AND INDEMNIFICATION.**
a. Member assumes full responsibility for electric energy furnished to him or her at and past the Point of Interconnection and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises owned or operated by Member arising from electric power and energy delivered by Cooperative or in any way arising directly or indirectly from Member's Facility except (i) when the gross negligence or willful misconduct of the Cooperative or its agent or agents was the sole proximate cause of injuries, including death therefrom, to Member or to employees of Member or in the case of a residential Member, to all members of the household; and (ii) as to all other injuries and damages, to the extent that injuries or damages are proximately caused by or result in whole or in part from (a) any gross negligence or willful misconduct of the Cooperative or its agent(s) independent of and unrelated to the maintenance of Cooperative's facilities or any condition on Member's premises or (b) the breach by Cooperative of any provision of any contract regarding purchase and/or sale of electrical energy or service between Cooperative and Member.
b. The Cooperative's review process and any inspections are intended as a means to safeguard the Cooperative's facilities and personnel. The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of the Member's equipment or DG facility to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such installations.
c. Insurance and Indemnity. Member may consider obtaining liability insurance which insures Member against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation, and maintenance of the Member's generating equipment. Otherwise, the Cooperative's liability is limited herein and in accordance with its Tariff and Member agrees to indemnify and hold the Cooperative harmless from all claims except as may be specified herein or in the Tariff and Business Rules.
d. The Cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and wave form fluctuations occasioned by causes reasonably beyond the control of the Cooperative, including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction. For claims resulting from failures, interruptions, or voltage and wave form fluctuations

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

occasioned in whole or in part by the negligence of the Cooperative or its agent(s), the Cooperative shall be liable only for that portion of the damages arising from personal injury, death of persons, or costs of necessary repairs to or reasonable replacement of electrical equipment proximately caused by the gross negligence or willful misconduct of the Cooperative or its agent(s). The Cooperative shall not be liable in any event for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Cooperative does not assume liability for any costs and damages arising from the disruption of the business of the Member.

11. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Member and Cooperative for the service herein described, and the Cooperative, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Member agrees that it is not relying on any statements not herein contained.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Member:

By: _____

Printed name: _____

Date: _____

Pedernales Electric Cooperative, Inc.

By: _____

Printed name: _____

Title: _____

Date: _____

EXHIBIT A:

1. Member's Facility One-Line Diagram

2. Member's Facility map including location of the following:
   a. Facility disconnects
   b. Labeling of Facility
   c. Cooperatives access points to Facility

700.7 PRIMARY LEVEL SERVICE AGREEMENT

PRIMARY LEVEL SERVICE AGREEMENT

This Primary Service Level Agreement is entered into by and between _____,

herein called "Applicant", and Pedernales Electric Cooperative, Inc. (PEC), herein called "Cooperative" to ensure Applicant recognizes the responsibilities.

This Agreement covers the responsibilities of the Applicant at the following service location:

_____

_____

_____

SERVICE CHARACTERISTICS:
Applicant understands the Cooperative is delivering service to the service location as per Applicant's above request. The Cooperative meter will be the "Point of Delivery". Applicant will be solely responsible for all facilities past the Point of Delivery. This includes ongoing operations and maintenance for Applicant-owned facilities once the Service Location has been energized. The Applicant recognizes that PEC will not perform any work at any time past the Point of Delivery.

Service hereunder will be alternating current, _____ phase, at a frequency of sixty (60) Hz,

and power will be delivered to the Member at _____ kV voltage.

TERM:
This agreement will become effective and binding when executed by both parties, and will remain in effect while Applicant is receiving service delivered at Primary Service Level. The agreement will no longer be in effect if service disconnection is requested by the Applicant. In the case the Applicant wishes to change service delivery by the Cooperative from Primary Service to Secondary Service Level, the Applicant must contact the Cooperative and apply for a line extension as detailed in the Cooperative's Tariff and Business Rules, Section 400, Line Extension Policy.

PEDERNALES ELECTRIC COOPERATIVE, INC.:

Signature: _____

Printed name: _____

Title: _____

Date: _____

APPLICANT:

Signature: _____

Printed name: _____

Date: _____

700.8 APPLICATION FOR EASEMENT RELEASE

APPLICATION FOR EASEMENT RELEASE

In order to process an application for the release of an easement, the following items must be provided:

1. An Application for Easement Release completed and signed by the Applicant;
2. A survey plat, if available, of the area being requested for release showing all property lines, improvements on property, all easements contained on the property with special reference to the easement to be released;
3. If the easement being requested for release was dedicated and recorded by separate instrument, a copy of said instrument must also accompany the application. These documents are obtainable at the County Clerk's office in the respective county in which the document is recorded;
4. A cover letter may include specific information not included in the above, i.e. special circumstances or conditions such as closing dates, which the Applicant believes will assist PEC staff in the processing of the Application; and
5. A processing fee must accompany the Application; the application fee is to be paid by all Applicants, including governmental entities. This fee is non-refundable regardless of whether the Application is ultimately approved by Pedernales Electric Cooperative, Inc.

Upon receipt of the above items, the Application will be researched and reviewed. Assuming the release may be granted, the Cooperative will prepare the necessary documents; the Applicant will be responsible for recording of the easement release (and any associated recording fees) if necessary. Please allow a minimum of thirty (30) business days for processing, research and review.

If we are unable to grant your request, we will contact you promptly. If you have any questions, please contact the District Engineering Supervisor at the office listed below or call toll free at 877-372-0391.

Please submit your request and direct your questions to:

APPLICATION FOR EASEMENT RELEASE - CONTINUED

Application is hereby made for the release of the following easement as described below:

The easement is on property legally described as:

Subdivision/section: _____

Lot and block number: _____

Plat book volume/page: _____

Street address: _____

Provide common description of the easement requested for release, indicating the amount of the easement to be released (provide a survey or plat of the area with the area to be released highlighted).

Property owner's name: _____

Mailing address: _____

Telephone number: _____

Note: If multiple owners own the property in which the easement(s) is requested to be released, include the complete names, addresses, and phone numbers of each owner.

Describe proposed use of area to be released:

Additional relevant information for Cooperative's review:

APPLICATION FOR EASEMENT RELEASE - CONTINUED

Confirm the Application includes the following items:

☐ Plat/survey

☐ Copy of easement(s)

☐ Processing fee

The undersigned, as owner of the property referenced or agent, acknowledges the information including within the Application is true and accurate. It is further understood that receipt of this Application by Pedernales Electric Cooperative, Inc. does not obligate the Cooperative to release any easements referenced herein. The undersigned acknowledges that the Cooperative's employees or representatives may access and inspect the property referenced in the Application.

APPLICANT: _____

Signed by: _____

Printed name: _____

Title: _____

Date: _____

PEC USE ONLY:

☐ APPROVED _____

☐ UNAPPROVED _____

By: _____

Style Definition: Heading 3
Style Definition: TOC 2
Style Definition: TOC 3

TARIFF AND BUSINESS RULES
FOR ELECTRIC SERVICE

Pedernales Electric Cooperative, Inc.
201 South Avenue F
P.O. Box 1
Johnson City, Texas 78636-0001

TABLE OF CONTENTS

100 DEFINITIONS 9
200 DESCRIPTION OF THE COOPERATIVE'S SERVICE AREA 13
200.1 COUNTIES SERVED 13
200.2 FRANCHISE CITIES SERVED 13
300 GENERAL SERVICE RULES AND REGULATIONS 14
300.1 GENERAL 14
300.2 AVAILABILITY OF TARIFF 14
300.3 ALTERNATE LANGUAGE REQUIREMENTS 14
300.4 MEMBER ACCESS TO COOPERATIVE RECORDS 14
300.4.1 SUBPOENA RESPONSE SERVICES 14
300.4.2 EASEMENT RELEASE APPLICATION 15
300.5 WAIVERS 15
300.6 NON-DISCRIMINATION 15
300.7 CREDIT WORTHINESS AND SECURITY DEPOSITS 15
300.7.1 CREDIT REQUIREMENTS FOR RESIDENTIAL APPLICANTS 15
300.7.2 CREDIT REQUIREMENTS FOR NON-RESIDENTIAL APPLICANTS 16
300.7.3 DEPOSITS AND GUARANTEE AGREEMENTS 16
300.7.3.1 NEW APPLICANT 16
300.7.3.2 EXISTING MEMBER 17
300.7.3.3 ADDITIONAL DEPOSIT 17
300.7.3.4 DEPOSIT WAIVER DUE TO FAMILY VIOLENCE 17
300.7.3.5 REFUSAL OF SERVICE 17
300.7.4 GUARANTEES OF RESIDENTIAL MEMBER ACCOUNTS 17
300.7.5 AMOUNT OF DEPOSIT 18
300.7.6 INTEREST ON DEPOSITS 18
300.7.7 RECORDS OF DEPOSITS 19
300.7.8 REFUNDING DEPOSITS AND VOIDING LETTERS OF GUARANTEE 19
300.7.9 RE-ESTABLISHMENT OF CREDIT 19
300.8 ESTABLISHING MEMBERSHIP 20
300.8.1 ESTABLISHING MEMBERSHIP AND MEMBERSHIP FEE 20
300.8.2 ESTABLISHMENT OR TRANSFER FEE 20
300.9 SERVICE 20
300.9.1 CONDITIONS OF SERVICE 20
300.9.2 TIMING OF SERVICE 21
300.9.3 SAME DAY SERVICE FEE 21
300.9.4 SERVICE TO RENTAL LOCATION 21
300.9.5 REFUSAL OF SERVICE 21
300.9.6 CONTINUITY OF SERVICE 22
300.9.7 DISCONTINUATION OF SERVICE 22
300.9.7.1 VOLUNTARY MEMBER DISCONNECTION 22
300.9.7.2 COOPERATIVE DISCONNECTION 22
300.9.7.2.1 DISCONNECTION WITH NOTICE 22
300.9.7.2.2 DISCONNECTION WITHOUT PRIOR NOTICE 23
300.9.7.2.3 DISCONNECTION PROHIBITED 23
300.9.7.2.4 DISCONNECTION DUE TO COOPERATIVE ABANDONMENT 24
300.9.7.2.5 DISCONNECTION OF PAYMENT ASSISTANCE MEMBERS 24
300.9.7.2.6 DISCONNECTION DURING EXTREME WEATHER 24
300.9.7.2.7 DISCONNECTION DURING WEEKEND OR HOLIDAY 24
300.9.7.2.8 DISCONNECTION NOTICES 24
300.9.8 SWITCHOVER AND DISCONNECT FEES 25
300.9.9 RECONNECTION FEE 25

300.9.10 MEDICAL NECESSITY PROGRAM 25
300.9.11 CRITICAL LOAD PROGRAM 26
300.9.12 RECORD OF INTERRUPTION 26
300.10 EMERGENCY OPERATIONS PLAN 26
300.11 BILLING AND PAYMENT 26
300.11.1 BILLING RECORDS RETENTION 27
300.11.2 PAYMENT 27
300.11.3 PAYMENT PLANS 27
300.11.3.1 PRE-PAID PAYMENT PLAN 27
300.11.3.2 INSTALLMENT PLAN 29
300.11.3.3 FIXED PAYMENT PLAN 30
300.11.3.4 AVERAGE PAYMENT PLAN 30
300.11.3.5 CREDIT CARD PAYMENT PLAN 30
300.11.3.6 BANK DRAFT PAYMENT PLAN 30
300.11.4 LATE PAYMENT PROCESSING FEES 30
300.11.5 LOAN LATE FEES 31
300.11.6 RETURNED CHECK / DENIED BANK DRAFT / DENIED CREDIT CARD 31
300.11.7 PAYMENT DEADLINE EXTENSION 31
300.11.8 PAYMENT DEADLINE EXTENSION FOR ELDERLY RESIDENTIAL MEMBERS 31
300.11.9 NON-PAYMENT DISCONNECT AND RECONNECT FEE 31
300.11.10 TRANSFERS OF DELINQUENT BALANCES 31
300.12 VOLTAGE DESIGNATIONS 32
300.13 MEASUREMENT AND METERING OF SERVICE 32
300.13.1 METERING REQUIREMENTS 32
300.13.2 METER RECORDS 33
300.13.3 METER READINGS 33
300.13.4 METER TESTING 33
300.13.5 ADJUSTMENTS DUE TO METER ERRORS 34
300.13.6 ADVANCE METERING OPT OUT PROGRAM 34
300.13.6.1 METER EXCHANGE FEE 34
300.13.6.1.1 METER READINGS AND METER READING FEE 34
300.13.7 METER TAMPERING; THEFT OF ELECTRIC SERVICE 35
300.13.8 METER TEST FEE 35
300.14 DISPUTE RESOLUTION 35
300.14.1 BILLING DISCREPANCIES OR ADJUSTMENTS 36
300.14.1.1 UNDER-BILLING 36
300.14.1.2 OVER-BILLING 36
300.14.2 POWER FACTOR ADJUSTMENT 36
300.14.3 REFUNDS 36
300.14.4 MEMBER COMPLAINTS 36
400 LINE EXTENSION POLICY 37
400.1 OVERVIEW 37
400.2 RESIDENTIAL SERVICE 37
400.3 RESIDENTIAL DEVELOPMENTS 38
400.4 NON-RESIDENTIAL SERVICE 39
400.5 NON-RESIDENTIAL DEVELOPMENTS 40
400.6 PRIMARY LEVEL SERVICE 41
400.7 UNDERGROUND SERVICE 41
400.8 STANDARD DELIVERY SERVICE AND FACILITIES 42
400.9 NON-STANDARD DELIVERY SERVICE AND FACILITIES 42
400.10 ROUTING 43
400.11 AREA LIGHTING 43
400.12 UNMETERED NON-RESIDENTIAL SERVICE 43
400.13 NON-PERMANENT SERVICE 43

400.14 SERVICE UPGRADES TO EXISTING COOPERATIVE FACILITIES 43
400.15 SYSTEM IMPACT FEE 44
400.16 PLANNING REDESIGN FEES 44
400.17 AFTER-HOURS SERVICE 44
400.18 MISCELLANEOUS TRIP FEE 44
400.19 NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION 44
400.20 DE-ENERGIZATION AND LINE CLEARANCES 44
400.21 OWNERSHIP OF COOPERATIVE FACILITIES 44
400.22 REMOVAL AND/OR RELOCATION OF COOPERATIVE FACILITIES 44
500 RATES 46
500.1 MEMBER CHARGES, CREDITS AND ADJUSTMENTS 46
500.1.1 SERVICE AVAILABILITY CHARGE 46
500.1.2 EBILLING BILLING CREDIT 46
500.1.3 EDRAFT BILLING CREDIT 46
500.1.4 DELIVERY CHARGE 46
500.1.5 CAPACITY DEMAND CHARGE 47
500.1.6 PEAK DEMAND CHARGE 47
500.1.7 BASE POWER CHARGE 47
500.1.7.3 FLAT BASE POWER CHARGE 47
500.1.7.4 TIME-OF-USE BASE POWER CHARGE 48
500.1.8 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE 48
500.1.8.1 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KWH 49
500.1.8.2 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KW 49
500.1.9 COMMUNITY SOLAR TRANSMISSION COST ADJUSTMENT (STCA) 49
500.1.10 PRIMARY SERVICE ADJUSTMENT (PSA) 49
500.1.11 RENEWABLE ENERGY RIDER CHARGE 50
500.1.12 SUSTAINABLE POWER CREDIT 50
500.1.13 WHOLESALE ENERGY CREDIT 50
500.1.14 FRANCHISE FEE 51
500.1.15 SALES TAX 51
500.1.16 COOPERATIVE OWNED LAMP CHARGE 51
500.1.17 POWER OF CHANGE 52
500.1.18 CAPITAL CREDITS 52
500.1.19 MISCELLANEOUS PASS-THROUGH CHARGE 53
500.1.20 TEMPORARY WINTER STORM SURCHARGE 53
500.1.21 DUAL FEED RIDER 53
500.2 RATE SCHEDULES 55
500.2.1 RESIDENTIAL, FARM AND RANCH SERVICE 55
500.2.1.1 RESIDENTIAL, FARM AND RANCH SERVICE 55
500.2.2 NON-RESIDENTIAL SERVICE 55
500.2.2.1 SMALL POWER SERVICE 55
500.2.2.2 LARGE POWER SERVICE 56
500.2.2.3 INDUSTRIAL POWER SERVICE 56
500.2.2.4 TRANSMISSION LEVEL SERVICE 57
500.2.2.5 ELECTRIC VEHICLE PUBLIC CHARGE STATION RATE 57
500.3 RATE PROGRAMS 58
500.3.1 INTERCONNECT RATE 58
500.3.2 INTERCONNECT WHOLESALE ENERGY RATE 58
500.3.3 COMMUNITY SOLAR RATE 59
500.3.4 MILITARY BASE DISCOUNT 60
500.3.5 ECONOMIC DEVELOPMENT DISCOUNT 61
500.3.6 UNMETERED DEVICE SERVICE 61

500.3.6.1 UNMETERED LIGHTING DEVICE SERVICE 62
500.3.6.2 UNMETERED NON-LIGHTING DEVICE SERVICE 63
500.4 FEE SCHEDULE 64
600 INTERCONNECTION POLICY 66
600.1 GENERAL 66
600.2 LIMITATIONS WITH REGARD TO METERS AND FACILITIES 66
600.3 COMPLIANCE WITH ALL LAWS, REGULATIONS, AND STANDARDS 66
600.4 MEMBER REQUIREMENTS 66
600.5 COOPERATIVE REVIEW OF PROPOSED DG FACILITY 67
700 APPENDICES 68
700.1 MEMBERSHIP APPLICATION AND CERTIFICATE 68
700.2 RESIDENTIAL LETTER OF GUARANTEE 69
700.3 PREPAID PAYMENT OPTION MEMBER AGREEMENT 71
700.4 MEDICAL NECESSITY PROGRAM APPLICATION 73
700.5 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) 76
700.6 INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) 78
700.7 PRIMARY LEVEL SERVICE AGREEMENT 82
700.8 APPLICATION FOR EASEMENT RELEASE 83
~~**100 DEFINITIONS ..... 6**~~
~~**200 DESCRIPTION OF THE COOPERATIVE'S SERVICE AREA ..... 10**~~
~~200.1 COUNTIES SERVED ..... 10~~
~~200.2 FRANCHISE CITIES SERVED ..... 10~~
~~**300 GENERAL SERVICE RULES AND REGULATIONS ..... 11**~~
~~300.1 GENERAL ..... 11~~
~~300.2 AVAILABILITY OF TARIFF ..... 11~~
~~300.3 ALTERNATE LANGUAGE REQUIREMENTS ..... 11~~
~~300.4 MEMBER ACCESS TO COOPERATIVE RECORDS ..... 11~~
~~300.4.1 SUBPOENA RESPONSE SERVICES ..... 11~~
~~300.4.2 EASEMENT RELEASE APPLICATION ..... 12~~
~~300.5 WAIVERS ..... 12~~
~~300.6 NON-DISCRIMINATION ..... 12~~
~~300.7 CREDIT WORTHINESS AND SECURITY DEPOSITS ..... 12~~
~~300.7.1 CREDIT REQUIREMENTS FOR RESIDENTIAL APPLICANTS ..... 12~~
~~300.7.2 CREDIT REQUIREMENTS FOR NON-RESIDENTIAL APPLICANTS ..... 13~~
~~300.7.3 DEPOSITS AND GUARANTEE AGREEMENTS ..... 13~~
~~300.7.3.1 NEW APPLICANT ..... 13~~
~~300.7.3.2 EXISTING MEMBER ..... 14~~
~~300.7.3.3 ADDITIONAL DEPOSIT ..... 14~~
~~300.7.3.4 DEPOSIT WAIVER DUE TO FAMILY VIOLENCE ..... 14~~
~~300.7.3.5 REFUSAL OF SERVICE ..... 14~~
~~300.7.4 GUARANTEES OF RESIDENTIAL MEMBER ACCOUNTS ..... 14~~
~~300.7.5 AMOUNT OF DEPOSIT ..... 15~~
~~300.7.6 INTEREST ON DEPOSITS ..... 15~~
~~300.7.7 RECORDS OF DEPOSITS ..... 16~~
~~300.7.8 REFUNDING DEPOSITS AND VOIDING LETTERS OF GUARANTEE ..... 16~~
~~300.7.9 RE-ESTABLISHMENT OF CREDIT ..... 16~~
~~300.8 ESTABLISHING MEMBERSHIP ..... 16~~
~~300.8.1 ESTABLISHING MEMBERSHIP AND MEMBERSHIP FEE ..... 17~~
~~300.8.2 ESTABLISHMENT OR TRANSFER FEE ..... 17~~
~~300.9 SERVICE ..... 17~~
~~300.9.1 CONDITIONS OF SERVICE ..... 17~~

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Table of Contents
Applicable: Entire Certified Service Area
Effective Date: ~~May 20, 2022~~June 1, 2023 Page 6 of 87

~~300.9.2 TIMING OF SERVICE ..... 18~~
~~300.9.3 SAME DAY SERVICE FEE ..... 18~~
~~300.9.4 SERVICE TO RENTAL LOCATION ..... 18~~
~~300.9.5 REFUSAL OF SERVICE ..... 18~~
~~300.9.6 CONTINUITY OF SERVICE ..... 19~~
~~300.9.7 DISCONTINUATION OF SERVICE ..... 19~~
~~300.9.7.1 VOLUNTARY MEMBER DISCONNECTION ..... 19~~
~~300.9.7.2 COOPERATIVE DISCONNECTION ..... 19~~
~~300.9.7.2.1 DISCONNECTION WITH NOTICE ..... 19~~
~~300.9.7.2.2 DISCONNECTION WITHOUT PRIOR NOTICE ..... 20~~
~~300.9.7.2.3 DISCONNECTION PROHIBITED ..... 20~~
~~300.9.7.2.4 DISCONNECTION DUE TO COOPERATIVE ABANDONMENT ..... 21~~
~~300.9.7.2.5 DISCONNECTION OF PAYMENT ASSISTANCE MEMBERS ..... 21~~
~~300.9.7.2.6 DISCONNECTION DURING EXTREME WEATHER ..... 21~~
~~300.9.7.2.7 DISCONNECTION DURING WEEKEND OR HOLIDAY ..... 21~~
~~300.9.7.2.8 DISCONNECTION NOTICES ..... 21~~
~~300.9.8 SWITCHOVER AND DISCONNECT FEES ..... 22~~
~~300.9.9 RECONNECTION FEE ..... 22~~
~~300.9.10 MEDICAL NECESSITY PROGRAM ..... 22~~
~~300.9.11 CRITICAL LOAD PROGRAM ..... 23~~
~~300.9.12 RECORD OF INTERRUPTION ..... 23~~
~~300.10 EMERGENCY OPERATIONS PLAN ..... 23~~
~~300.11 BILLING AND PAYMENT ..... 23~~
~~300.11.1 BILLING RECORDS RETENTION ..... 24~~
~~300.11.2 PAYMENT ..... 24~~
~~300.11.3 PAYMENT PLANS ..... 24~~
~~300.11.3.1 PRE-PAID PAYMENT PLAN ..... 24~~
~~300.11.3.2 INSTALLMENT PLAN ..... 26~~
~~300.11.3.3 FIXED PAYMENT PLAN ..... 27~~
~~300.11.3.4 AVERAGE PAYMENT PLAN ..... 27~~
~~300.11.3.5 CREDIT CARD PAYMENT PLAN ..... 27~~
~~300.11.3.6 BANK DRAFT PAYMENT PLAN ..... 27~~
~~300.11.4 LATE PAYMENT PROCESSING FEES ..... 27~~
~~300.11.5 LOAN LATE FEES ..... 28~~
~~300.11.6 RETURNED CHECK / DENIED BANK DRAFT / DENIED CREDIT CARD ..... 28~~
~~300.11.7 PAYMENT DEADLINE EXTENSION ..... 28~~
~~300.11.8 PAYMENT DEADLINE EXTENSION FOR ELDERLY RESIDENTIAL MEMBERS ..... 28~~
~~300.11.9 NON-PAYMENT DISCONNECT AND RECONNECT FEE ..... 28~~
~~300.11.10 TRANSFERS OF DELINQUENT BALANCES ..... 28~~
~~300.12 VOLTAGE DESIGNATIONS ..... 29~~
~~300.13 MEASUREMENT AND METERING OF SERVICE ..... 29~~
~~300.13.1 METERING REQUIREMENTS ..... 29~~
~~300.13.2 METER RECORDS ..... 30~~
~~300.13.3 METER READINGS ..... 30~~
~~300.13.4 METER TESTING ..... 30~~
~~300.13.5 ADJUSTMENTS DUE TO METER ERRORS ..... 31~~
~~300.13.6 ADVANCE METERING OPT OUT PROGRAM ..... 31~~
~~300.13.6.1 METER EXCHANGE FEE ..... 31~~
~~300.13.6.1.1 METER READINGS AND METER READING FEE ..... 31~~
~~300.13.7 METER TAMPERING; THEFT OF ELECTRIC SERVICE ..... 32~~
~~300.13.8 METER TEST FEE ..... 32~~
~~300.14 DISPUTE RESOLUTION ..... 32~~
~~300.14.1 BILLING DISCREPANCIES OR ADJUSTMENTS ..... 33~~
~~300.14.1.1 UNDER-BILLING ..... 33~~

Formatted ...
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Formatted ...

Table of Contents
Applicable: Entire Certified Service Area
Effective Date: ~~May 20, 2022~~June 1, 2023 Page 7 of 87

~~300.14.1.2 OVER-BILLING ..... 33~~
~~300.14.2 POWER FACTOR ADJUSTMENT ..... 33~~
~~300.14.3 REFUNDS ..... 33~~
~~300.14.4 MEMBER COMPLAINTS ..... 33~~
~~**400 LINE EXTENSION POLICY ..... 34**~~
~~400.1 OVERVIEW ..... 34~~
~~400.2 RESIDENTIAL SERVICE ..... 34~~
~~400.3 RESIDENTIAL DEVELOPMENTS ..... 35~~
~~400.4 NON-RESIDENTIAL SERVICE ..... 36~~
~~400.5 NON-RESIDENTIAL DEVELOPMENTS ..... 37~~
~~400.6 PRIMARY LEVEL SERVICE ..... 38~~
~~400.7 UNDERGROUND SERVICE ..... 39~~
~~400.8 STANDARD DELIVERY SERVICE AND FACILITIES ..... 39~~
~~400.9 NON-STANDARD DELIVERY SERVICE AND FACILITIES ..... 39~~
~~400.10 ROUTING ..... 40~~
~~400.11 AREA LIGHTING ..... 40~~
~~400.12 UNMETERED NON-RESIDENTIAL SERVICE ..... 40~~
~~400.13 NON-PERMANENT SERVICE ..... 41~~
~~400.14 SERVICE UPGRADES TO EXISTING COOPERATIVE FACILITIES ..... 41~~
~~400.15 SYSTEM IMPACT FEE ..... 41~~
~~400.16 PLANNING REDESIGN FEES ..... 41~~
~~400.17 AFTER-HOURS SERVICE ..... 41~~
~~400.18 MISCELLANEOUS TRIP FEE ..... 41~~
~~400.19 NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION ..... 41~~
~~400.20 DE-ENERGIZATION AND LINE CLEARANCES ..... 41~~
~~400.21 OWNERSHIP OF COOPERATIVE FACILITIES ..... 41~~
~~400.22 REMOVAL AND/OR RELOCATION OF COOPERATIVE FACILITIES ..... 42~~
~~**500 RATES ..... 43**~~
~~500.1 MEMBER CHARGES, CREDITS AND ADJUSTMENTS ..... 43~~
~~500.1.1 SERVICE AVAILABILITY CHARGE ..... 43~~
~~500.1.2 EBILLING BILLING CREDIT ..... 43~~
~~500.1.3 EDRAFT BILLING CREDIT ..... 43~~
~~500.1.4 DELIVERY CHARGE ..... 43~~
~~500.1.5 CAPACITY DEMAND CHARGE ..... 44~~
~~500.1.6 PEAK DEMAND CHARGE ..... 44~~
~~500.1.7 BASE POWER CHARGE ..... 44~~
~~500.1.7.1 FLAT BASE POWER CHARGE ..... 44~~
~~500.1.7.2 TIME-OF-USE BASE POWER CHARGE ..... 45~~
~~500.1.8 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE ..... 45~~
~~500.1.8.1 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KWH ..... 46~~
~~500.1.8.2 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KW ..... 46~~
~~500.1.9 COMMUNITY SOLAR TRANSMISSION COST ADJUSTMENT (STCA) ..... 46~~
~~500.1.10 PRIMARY SERVICE ADJUSTMENT (PSA) ..... 46~~
~~500.1.11 RENEWABLE ENERGY RIDER CHARGE ..... 47~~
~~500.1.12 SUSTAINABLE POWER CREDIT ..... 47~~
~~500.1.13 WHOLESALE ENERGY CREDIT ..... 47~~
~~500.1.14 FRANCHISE FEE ..... 47~~
~~500.1.15 SALES TAX ..... 48~~
~~500.1.16 COOPERATIVE OWNED LAMP CHARGE ..... 48~~
~~500.1.17 POWER OF CHANGE ..... 49~~
~~500.1.18 CAPITAL CREDITS ..... 49~~

Formatted ...
Formatted ...
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~~500.1.19 MISCELLANEOUS PASS-THROUGH CHARGE ..... 50~~
~~500.1.20 TEMPORARY WINTER STORM SURCHARGE ..... 50~~
~~500.2 RATE SCHEDULES ..... 51~~
~~500.2.1 RESIDENTIAL, FARM AND RANCH SERVICE ..... 51~~
~~500.2.1.1 RESIDENTIAL, FARM AND RANCH SERVICE ..... 51~~
~~500.2.2 NON-RESIDENTIAL SERVICE ..... 51~~
~~500.2.2.1 SMALL POWER SERVICE ..... 51~~
~~500.2.2.2 LARGE POWER SERVICE ..... 51~~
~~500.2.2.3 INDUSTRIAL POWER SERVICE ..... 52~~
~~500.2.2.4 TRANSMISSION LEVEL SERVICE ..... 52~~
~~500.2.2.5 ELECTRIC VEHICLE PUBLIC CHARGE STATION RATE ..... 53~~
~~500.3 RATE PROGRAMS ..... 53~~
~~500.3.1 INTERCONNECT RATE ..... 53~~
~~500.3.2 INTERCONNECT WHOLESALE ENERGY RATE ..... 54~~
~~500.3.3 COMMUNITY SOLAR RATE ..... 54~~
~~500.3.4 MILITARY BASE DISCOUNT ..... 56~~
~~500.3.5 ECONOMIC DEVELOPMENT DISCOUNT ..... 56~~
~~500.3.6 UNMETERED DEVICE SERVICE ..... 57~~
~~500.3.6.1 UNMETERED LIGHTING DEVICE SERVICE ..... 58~~
~~500.3.6.2 UNMETERED NON-LIGHTING DEVICE SERVICE ..... 59~~
~~500.4 FEE SCHEDULE ..... 60~~
~~**600 INTERCONNECTION POLICY ..... 62**~~
~~600.1 GENERAL ..... 62~~
~~600.2 LIMITATIONS WITH REGARD TO METERS AND FACILITIES ..... 62~~
~~600.3 COMPLIANCE WITH ALL LAWS, REGULATIONS, AND STANDARDS ..... 62~~
~~600.4 MEMBER REQUIREMENTS ..... 62~~
~~600.5 COOPERATIVE REVIEW OF PROPOSED DG FACILITY ..... 63~~
~~**700 APPENDICES ..... 64**~~
~~700.1 MEMBERSHIP APPLICATION AND CERTIFICATE ..... 64~~
~~700.2 RESIDENTIAL LETTER OF GUARANTEE ..... 65~~
~~700.3 PREPAID PAYMENT OPTION MEMBER AGREEMENT ..... 67~~
~~700.4 MEDICAL NECESSITY PROGRAM APPLICATION ..... 69~~
~~700.5 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) ..... 72~~
~~700.6 INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) ..... 74~~
~~700.7 PRIMARY LEVEL SERVICE AGREEMENT ..... 78~~
~~700.8 APPLICATION FOR EASEMENT RELEASE ..... 79~~

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100 DEFINITIONS

The following definitions apply to the Tariff and Business Rules for Electric Service, ("Tariff") of Pedernales Electric Cooperative, Inc. ("PEC" or "Cooperative"), including the service rules and regulations, policies, rate schedules and riders, and any service agreements made pursuant to this Tariff, unless specifically defined otherwise therein.

Applicant – A Person applying for membership into the Cooperative or a Member, property owner, developer, or home builder applying for a line extension, upgrade, or removal and/or relocation or modification of electric service facilities.

Billing Determinant – Measured, calculated, or specified values used to determine the Cooperative's Rates, charges, credits, and adjustments. These values may include, but are not limited to, measurements of kilowatt-hours (kWh), actual monthly Non-Coincident Peak (NCP) demand in kilowatts (kW), annual NCP demand in kilowatts (kW), Four (4) Coincident Peak Demand in kilowatts (kW), billing demand in kilowatts (kW), Power Factor, Community Solar Energy Units, Unit Energy Allocation, Solar Energy, Net Energy, and number of lamps.

Business Day – All days the Cooperative business offices are open, which includes all weekdays not including Cooperative Holidays.

Capacity Demand – The maximum demand (kW) of power consumed, measured on a fifteen (15) minute interval basis within the billing period as applicable.

Commission – The Public Utility Commission of Texas.

Contribution in Aid of Construction (CIAC) – Payment by Applicant to the Cooperative for line extensions, upgrades, or expansions in excess of allowable investments by the Cooperative, or for nonstandard service facilities, removals, or relocations.

Cooperative – Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation organized and operating under the Electric Cooperative Corporation Act, Texas Utilities Code Annotated, Chapter 161, or a predecessor statute to Chapter 161, and operating under that chapter.

Cooperative Facilities – All the plant and equipment of the Cooperative, including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the business of the Cooperative, including any construction work in progress.

Cost Calculation – A calculation of the cost to extend electric service for Residential Service or Non-Residential Service. The Cost Calculation will include labor and materials used in constructing the line extension, as well as engineering, right-of-way acquisition and clearing to the extent undertaken by the Cooperative or its agents, and all other costs directly attributable to the extension.

Delivered Energy – The total energy (kWh) delivered to a Member during a billing cycle through the Cooperative's Delivery System.

Delivery System – The electric lines and other equipment, including transformers, owned by Cooperative, and the meters, including non-Cooperative owned meters, used in the delivery of electric power and energy.

Development Cost Calculation – A calculation of the cost to extend electric service to a residential subdivision or development, or non-residential development. The Development Cost Calculation will include labor and materials used in constructing the line extension, as well as engineering, right-of-way

acquisition and clearing to the extent undertaken by the Cooperative or its agents, and all other costs directly attributable to the extension.

Distributed Generation (DG) – An electrical generating facility located at a Member's service location, which may be connected in parallel to the Delivery System.

Four (4) Coincident Peak (4CP) – The average of the monthly 15-minute demand for each of the months of June, July, August and September at the same time as the greatest ERCOT system 15-minute demand for the months of June, July, August and September.

Four (4) Coincident Peak (4CP) Demand – The demand (kW) measured during the 4CP.

Good Utility Practice – The meaning as assigned to this term in the Commission's Substantive Rule 25.5, Definitions.

Guarantor – A Member of the Cooperative who takes on a financial responsibility for an Applicant applying for service.

Holiday – Days the Cooperative does not consider a Business Day or days the Cooperative observes as holidays by not having hours of operation.

Individual Private Dwelling – A fixed, permanent residential structure. This term includes a mobile home that has been affixed in its permanent location. This term does not include self-propelled and non-self-propelled recreational vehicles that have no foundation other than wheels, jacks, or skirting.

Interconnection – The physical connection of a DG facility to the utility system in accordance with the requirements of the Interconnection Policy of the Cooperative.

Interconnection Agreement – The agreement which sets forth the contractual conditions under which the Cooperative and a Member agree that one (1) or more facilities will interconnect with the Delivery System.

Installment Plan – An agreement between the Cooperative and a Residential Service Member that allows the Member to pay an outstanding bill on installments extending beyond the bill's due date.

Landlord Provision – An owner or property manager acting as a landlord may apply for service and pay all applicable fees one time. Upon a tenants' disconnection, the landlord is automatically reconnected without being held liable for a tenant's bill nor charged additional establishment or interruption of service fees.

Load Zone – A group of electrical buses assigned to the same geographic region as designated by ERCOT.

Member – Any Person, firm, corporation, or body politic that has applied for electric service and has paid the Cooperative's membership fee.

Member Class – A group of Members with similar electric usage and service characteristics (i.e. residential, small power, large power) taking service under one (1) or more rate schedules.

Multi-Family Dwelling – Building(s) containing two (2) or more dwelling units, rented primarily for non-transient use, and with rent paid at intervals of one (1) week or longer. Multi-Family Dwelling includes residential condominiums, whether rented or owner occupied.

Municipality – A city, incorporated village, or town, existing, created, or organized under the general, home rule, or special laws of the State of Texas.

Net Operating Margins – The excess revenue remaining after all operating expenses, including but not limited to, cost of power, depreciation, interest, and taxes have been deducted from the Cooperative's total operating revenue.

Non-Residential Service – Service provided to Members who meet the qualifications for service in Section 500.2.2, Non-Residential Service~~Non-Residential Service~~.

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Parallel Operation – The operation of on-site DG while the customer connects to the Cooperative's Delivery System.

Payment Plan – Any agreement between the Cooperative and a Member that allows a Member to pay the outstanding bill after its due date.

Peak Demand – The maximum demand (kW) of power consumed measured on an hourly interval basis during the Peak and the Super Peak time periods as applicable.

Person – Any natural person or business entity or trust.

Point of Delivery – The point, as determined by the Cooperative, at which electric power and energy leaves the Delivery System. For residential installations, the Applicant will install and be solely responsible for the wiring of the installation and all service entrance wiring through the weather head and the meter base to the Applicant's main disconnect switch or service center. For non-residential installations, the Applicant will install and be solely responsible for the wiring of the installation on Applicant's side of the Point of Delivery regardless of the metering location provided that the voltage service level at the metering location is the same as that of the delivery point.

Premises – A tract of land or real estate including buildings and other appurtenances thereon.

Primary Account – For a Member that has multiple accounts, the account to which the membership fee is assigned and determines the Members' voting district.

Primary Level Service – Service delivered at any one of the Cooperative's standard service voltages delivered after one (1) Cooperative transformation (other than by use of autotransformers) from a transmission voltage.

Qualifying Cogenerator – The meaning as assigned to this term by 16 U.S.C. §796 (18) (C).

Qualifying Cogeneration Facility – The meaning as assigned to this term by 16 U.S.C. §796 (18) (B).

Qualifying Facility – Either a Qualifying Small Power Producer or Qualifying Cogeneration Facility.

Qualifying Small Power Producer – The meaning as assigned to this term by 16 U.S.C. §796 (17) (D).

Rate – Includes:

1. Any compensation, tariff, charge, adjustment, credit, rider, fare, toll, rental, or classification that is directly or indirectly demanded, observed, charged, or collected by the Cooperative for a service, product, or commodity; and
2. A rule, practice, or contract affecting the compensation, tariff, charge, fare, toll, rental, or classification.

Real Time Market – Energy transactions occurring within the current instant in time in the ERCOT market.

Received Energy – The surplus energy generated by a DG system with an Interconnection Agreement received by the Cooperative's Delivery System during a billing cycle.

Residential Service – Service provided to Members who meet the qualifications for service in Section 500.2.1, Residential, Farm and Ranch Service~~Residential, Farm and Ranch Service~~.

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Secondary Level Service – Service delivered at any one of the Cooperative's standard service voltages delivered after two (2) or more Cooperative transformations (other than by use of autotransformers) from a transmission voltage.

Service – The term includes any act performed, anything supplied, and any Cooperative Facilities used or supplied by the Cooperative in the performance of its duties.

Settlement Point Price – The price calculated for the Load Zone for each 15-minute settlement interval in Real-Time Market operations.

Tenant – A Person who is entitled to occupy a dwelling unit to the exclusion of others and who is obligated to pay for the occupancy under a written or oral rental agreement.

Transmission Level Service – Service delivered at the Cooperative's standard transmission service voltage.

200 DESCRIPTION OF THE COOPERATIVE'S SERVICE AREA

PEC may serve all or a portion of the counties and cities listed below.

200.1 COUNTIES SERVED

Bell County
Bexar County
Blanco County
Burnet County
Caldwell County
Comal County
Edwards County
Gillespie County
Guadalupe County
Hays County
Kendall County
Kerr County
Kimble County
Kinney County
Lampasas County
Llano County
Mason County
Menard County
Real County
San Saba County
Schleicher County
Sutton County
Travis County
Williamson County

200.2 FRANCHISE CITIES SERVED

Austin
Bertram
Blanco
Boerne
Buda
Bulverde
Cedar Park
Cottonwood Shores
Creedmoor
Dripping Springs
Fair Oaks Ranch
Florence
Georgetown
Granite Shoals
Hays
Highland Haven
Horseshoe Bay
Johnson City
Jonestown
Junction
Kempner
Kyle
Lago Vista
Lakeway
Leander
Liberty Hill
Marble Falls
Meadowlakes
Mountain City
Mustang Ridge
Niederwald
Point Venture
Round Mountain
Round Rock
San Leanna
San Marcos
Spring Branch
The Hills
Uhland
Bear Creek
Briarcliff
Volente
Weir
Wimberley
Woodcreek

300 GENERAL SERVICE RULES AND REGULATIONS

300.1 GENERAL

This Tariff contains all Rates stated separately by type of service and the rules and regulations of the Cooperative affecting Rates, terms and conditions of service. The Tariff is intended to provide uniformity in the delivery of power and energy services to all Members within the Cooperative's service area.

The Cooperative will construct, own, operate, and maintain its Delivery System in accordance with Cooperative standards and Good Utility Practice for the delivery of electric power and energy.

The Cooperative will provide all Members access to the Delivery System pursuant to this Tariff, which establishes the Rates, terms and conditions, and policies for such access.

The Cooperative Rates will provide access to the Delivery System on a non-discriminatory basis to all Members.

300.2 AVAILABILITY OF TARIFF

The Tariff will be accessible on the Cooperative's website or as requested. The Cooperative will provide copies of this Tariff at each office where applications are received, at a Member's request.

300.3 ALTERNATE LANGUAGE REQUIREMENTS

The Cooperative may provide information in English, Spanish, and any other language as the Cooperative deems necessary.

300.4 MEMBER ACCESS TO COOPERATIVE RECORDS

A Member, upon written request, is entitled to examine and copy (at the Member's expense), at any reasonable time, the books, and records of the Cooperative subject to the conditions of the Cooperative's Open Records Policy.

Requests for information are restricted to Members of the Cooperative. The Open Records Policy does not require the creation of Records (as defined in the Open Records Policy). The Cooperative reserves the right to charge an Open Records fee to the Member, payable in advance, if fulfilling the request, or a series of substantively related requests, requires large amounts of employee time or other materials and services to fulfill the request. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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Please direct all Member requests for information to:

Open Records Request
Pedernales Electric Cooperative, Inc.
P.O. Box 1, Johnson City, TX 78636

- or -

openrecords@peci.com

300.4.1 SUBPOENA RESPONSE SERVICES

If records are requested by subpoena, the Cooperative may charge the requester an hourly fee to answer the request. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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300.4.2 EASEMENT RELEASE APPLICATION

The Cooperative will assess a fee for processing an Application for Easement Release. A Member may contact the Cooperative for an Application for Easement Release. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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300.5 WAIVERS

The Cooperative's credit and deposit requirements are subject to change at any time by the Board of Directors. For good cause, including for natural disasters or other declared emergencies, the Chief Executive Officer may waive, suspend, or modify any credit or deposit requirement, the establishment fee, same day service fee, and reconnection fee for a limited duration to address the circumstances. The Chief Executive Officer must inform the Board of Directors at its next regular meeting of all actions taken.

300.6 NON-DISCRIMINATION

The Cooperative will not discriminate based on race, color, nationality, religion, sex, marital status, disability, income level, or source of income, and will not unreasonably discriminate based on geographic location.

300.7 CREDIT WORTHINESS AND SECURITY DEPOSITS

300.7.1 CREDIT REQUIREMENTS FOR RESIDENTIAL APPLICANTS

The Cooperative will require an Applicant for Residential Service or an existing residential Member to establish and maintain satisfactory credit as a condition of providing service.

Establishment of credit will not relieve any Member from complying with the Cooperative's requirements for prompt payment of bills.

The Cooperative will equally apply credit worthiness to both spouses for twelve (12) months immediately after a divorce.

An Applicant for Residential Service or an existing Residential Service Member can establish satisfactory credit by any of the following:

1. Clearing any unpaid or delinquent balances prior to re-establishing service with the Cooperative;

2. Meeting and adhering to the Cooperative's payment policies and/or Payment Plan such that:

   a. During the most recent twelve (12) consecutive months of service the Member is not late in paying a bill more than once;

   b. The Member does not have service disconnected for nonpayment; and

   c. The Member does not have more than one (1) returned check.

3. Having had a credit risk assessment conducted by the Cooperative or on its behalf and receiving a satisfactory credit risk assessment; or

4. Providing customer history from any electric service provider for the same kind of service within the last two (2) years; was not delinquent more than once in payment of any such electric service account in the most recent twelve (12) consecutive months of service, and provides a satisfactory letter of credit history from the Applicant's previous electric service provider.

300.7.2 CREDIT REQUIREMENTS FOR NON-RESIDENTIAL APPLICANTS

For Non-Residential service, if an Applicant's or existing Member's credit has not been demonstrated satisfactorily to the Cooperative, the Applicant may be required to pay a deposit in an amount not to exceed one-sixth (1/6th) of the annual estimated bill.

An Applicant for Non-Residential Service or an existing non-residential Member can establish satisfactory credit by:

1. Clearing any unpaid or delinquent balances prior to re-establishing service with the Cooperative;

2. Meeting and adhering to the Cooperative's payment policies and/or Payment Plan such that:

   a. During the most recent twenty-four (24) consecutive months of service the Member is not late in paying a bill more than once;

   b. The Member does not have service disconnected for nonpayment; and

   c. The Member does not have more than one (1) returned check.

3. Providing customer history from any electric service provider for the same kind of service within the last two (2) years; was not delinquent more than once in payment of any such electric service account in the twenty-four (24) consecutive months of service, and provides a satisfactory letter of credit history from the Applicant's previous electric service provider; or

4. Having had a credit risk assessment conducted by the Cooperative or on its behalf and receiving a satisfactory credit risk assessment.

300.7.3 DEPOSITS AND GUARANTEE AGREEMENTS

300.7.3.1 NEW APPLICANT

Upon application, if an Applicant is not credit worthy per Sections 300.7.3.1, New Applicant~~New Applicant~~ or Section 300.7.3.2, Existing Member~~Existing Member~~, they will be required to pay the following deposits, unless they qualify and choose the residential Pre-paid Payment Plan or Bank Draft Payment Plan option:

1. A fixed deposit in the amount of one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential service in the event the Applicant fails to provide complete, accurate, and verifiable identification information when requested by the Cooperative when applying for electric service; or

2. A fixed deposit in the amount of either seventy-five dollars ($75.00) or one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential Service in the event the Applicant fails to either:

   a. Provide a satisfactory letter of credit history from its previous electric service provider; or

   b. Receive a satisfactory credit risk assessment conducted by the Cooperative or on its behalf. The amount of the deposit due will be based on a credit risk assessment.

300.7.3.2 EXISTING MEMBER

An existing Member applying for additional electric service is required to pay the following charges, unless they qualify and choose the residential Pre-paid Payment Plan or Bank Draft Payment Plan option:

1. A fixed deposit in the amount of one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for Non-Residential Service in the event the Member fails to provide complete, accurate and verifiable identification information when requested by the Cooperative when applying for additional electric service; or

2. A fixed deposit in the amount of either seventy-five dollars ($75.00) or one hundred fifty dollars ($150.00) for Residential Service or three hundred dollars ($300.00) for a Non-Residential Service in the event the Member failed to satisfactorily demonstrate to the Cooperative the Member's credit worthiness or otherwise demonstrated a previous history of neglect to fulfill membership obligations. Examples include, but not limited to, paying a bill late more than once during the most recent twelve (12) consecutive months of service for Residential or twenty-four (24) consecutive months for Non-Residential Service, disconnection for nonpayment, failure to meet obligations under an installment plan, return of a check for insufficient funds, theft of service, meter tampering, safety code violations or fraud. The Cooperative bases the amount of the deposit due on a credit risk assessment.

If the Member applying for additional electric service has less than twelve (12) consecutive months of service, the Member may provide a satisfactory letter of credit history from its previous electric service provider or have a credit risk assessment conducted by the Cooperative on its behalf and receive a satisfactory credit risk assessment.

300.7.3.3 ADDITIONAL DEPOSIT

If the Applicant or existing Member has already paid a fixed deposit, the Applicant may be required to pay an additional deposit up to a total deposit amount not to exceed one-sixth (1/6th) of the annual estimated bill.

300.7.3.4 DEPOSIT WAIVER DUE TO FAMILY VIOLENCE

If the Applicant or existing Member has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, such Person will not be required to pay either an initial or additional deposit when establishing new service. This determination will be evidenced by submission to the Cooperative of a certification letter developed by the Texas Council on Family Violence within ten (10) Business Days of the application for service. This waiver will only be applied toward an initial or additional deposit for a single location for the Applicant or existing Member unless another certification letter is later provided. Any reconnections after nonpayment will be subject to payment of the past due balance, reconnection fee, deposits, and any other fees required. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.7.3.5 REFUSAL OF SERVICE

The Cooperative may refuse to provide service to an Applicant if the requested deposit is not paid at the initiation of service. The Cooperative may also refuse to reconnect service to an Applicant or existing Member if the requested deposit is not paid upon request.

300.7.4 GUARANTEES OF RESIDENTIAL MEMBER ACCOUNTS

The Cooperative will allow an Applicant that cannot meet the credit requirements as defined in Section 300.7, Credit Worthiness and Security Deposits~~Credit Worthiness and Security Deposits~~, to have a Guarantor sign an agreement that fulfills the credit requirements on their behalf. A

guarantee agreement between the Cooperative and a Guarantor with satisfactory credit must be in writing and will be for no more than the amount of the initial deposit the Cooperative would require on the Applicant's account pursuant to Section 300.7.3.1, New Applicant~~New Applicant~~.

1. A Guarantor can establish satisfactory credit by meeting and adhering to the Cooperative's payment policies and/or Payment Plans such that:

    a. During the most recent twelve (12) consecutive months of service the Guarantor is not late in paying a bill more than once;

    b. During the most recent twelve (12) consecutive months of service the Guarantor has not had service disconnected for nonpayment; and

    c. During the most recent twelve (12) consecutive months of service the Guarantor has not had more than one (1) returned check.

2. The Cooperative will void and return the guarantee to the Guarantor according to the provisions of Section 300.7.8, Refunding Deposits and Voiding Letters of Guarantee~~Refunding Deposits and Voiding Letters of Guarantee~~.

3. Upon default by a residential Member, the Guarantor of that Member's account will be responsible for the unpaid balance of the account only up to the amount agreed to in the written agreement.

4. The Cooperative will provide written notification to the Guarantor of the Member's default, the amount owed by the Guarantor, and the due date for the amount owed.

5. The Cooperative will provide the Guarantor a bill which will include the payment due date which will not be less than sixteen (16) calendar days after issuance.

6. The Cooperative may transfer the amount owed on the defaulted account to the Guarantor's own service bill, provided it separately identifies the guaranteed amount owed on the Guarantor's bill.

7. The Cooperative may disconnect service to the Guarantor for nonpayment of the guaranteed amount.

300.7.5 AMOUNT OF DEPOSIT

The total deposit(s) from an Applicant or Member will not exceed one-sixth (1/6th) of the estimated annual billing for the account unless the Member or Applicant is subject to the fixed deposit amount described in Section 300.7.3, Deposits and Guarantee Agreements~~Deposits and Guarantee Agreements~~, in which case the amount of the deposit will not be less than the amount of those fixed deposit(s).

300.7.6 INTEREST ON DEPOSITS

The Cooperative will pay interest on any required deposits at an annual rate at least equal to that set by the Commission on December first (1st) of the preceding year, pursuant to Texas Utilities Code §183.003. If a deposit is refunded, payment of interest will be made retroactive to the date of the deposit.

Payment of the interest will be made to the Member annually or at the time the deposit is returned or credited to the Member's account.

The deposit will cease to draw interest on the date it is returned or credited to the Member's account.

300.7.7 RECORDS OF DEPOSITS

The Cooperative will keep the following records:

1. The name and address of each depositor;

2. The amount and date of the deposit; and

3. Each transaction concerning the deposit.

The Cooperative will issue a receipt of deposit to each Applicant paying a deposit and will provide means for a depositor to establish a claim if the receipt is lost.

The Cooperative will maintain a record of each unclaimed deposit for at least four (4) years.

The Cooperative will make a reasonable effort to return unclaimed deposits.

300.7.8 REFUNDING DEPOSITS AND VOIDING LETTERS OF GUARANTEE

If service is not connected or is disconnected, the Cooperative will promptly refund the Applicant's deposit, plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished and void and return to the guarantor all letters of guarantee on the account or provide written documentation that the contract has been voided.

The Cooperative will promptly refund the deposit plus accrued interest to the Member or credit the amount of the deposit and accrued interest to the Member's account or void and return the guarantee or provide written documentation that the contract has been voided when the following conditions are all met.

1. Member has paid bills for Residential Service for twelve (12) consecutive billing months or when the Member has paid bills for Non-Residential Service for twenty-four (24) consecutive billing months;

2. During that time service was not disconnected for nonpayment of a bill; and

3. During that time Member was not delinquent in the payment of bills more than once.

The deposit may be retained if the Member:

1. Does not meet the foregoing refund criteria; or

2. Failed to provide complete, accurate, and verifiable identification information when requested by the Cooperative.

The letter of guarantee may be retained if the Member does not meet the foregoing refund criteria.

300.7.9 RE-ESTABLISHMENT OF CREDIT

A Member whose service has been disconnected for nonpayment of bills or theft of service (meter tampering or bypassing of meter) will be required, before service is reconnected, to pay all amounts due to the Cooperative, including reconnection and other applicable fees, and reestablish credit. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.8 ESTABLISHING MEMBERSHIP

300.8.1 ESTABLISHING MEMBERSHIP AND MEMBERSHIP FEE

Membership in the Cooperative is required for service. A Person that is a Member of the Cooperative will be entitled to a single or joint membership, no matter how many meters or accounts the Member has. A fee will be required with the initial application for service and establishes the Primary Account. At that time, the fee will be applied to the Member's open account or applied to the outstanding account balance of the last open account. Termination of membership does not release a Member or Member's estate from debts owed to the Cooperative. Additional fees may be required for each additional service connection requested by the Member, but the Cooperative will not charge an additional membership fee due to the creation of additional service connections by the Member. The Cooperative will retain the membership fee until the membership terminates or the property sells. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.8.2 ESTABLISHMENT OR TRANSFER FEE

There will be a fee collected for connecting service and/or transferring account information per service location. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.9 SERVICE

This section applies to all locations within the Cooperative's service area, according to the type of service provided and subject to the provisions of the Cooperative's Rates and Line Extension Policy and any other applicable provisions of the Tariff. These rules will not relieve in any way the Cooperative or Member from any of their duties under the laws of the State of Texas or the United States.

300.9.1 CONDITIONS OF SERVICE

The Cooperative will provide electric service to all Applicants within its service area, provided the following conditions are met:

1. The Applicant pays a membership fee and any other amounts required by the Cooperative's rules, including amounts required in Section 300.7, Credit Worthiness and Security Deposits~~Credit Worthiness and Security Deposits~~;
2. The Applicant is not delinquent on a past or present account;
3. The Applicant accepts the terms for membership and rules for service, and provides the Cooperative with information reasonably required to verify the identity of the Applicant;
4. The Applicant provides a billing address or an email address for purposes of billing notification;
5. The Applicant grants the Cooperative easement rights and acquires all necessary easements from adjacent landowners on a form acceptable to the Cooperative for its facilities. All costs and expenses, if any, related to the acquisition of easements to serve the Applicant will be the responsibility of the Applicant, including the Cooperative's costs and expenses if the Cooperative participates in the acquisition of the easements through condemnation proceedings;
6. The Applicant provides a meter loop conforming to the Cooperative's standards and the National Electrical Code (NEC);
7. The Applicant's installation and equipment must not be hazardous or of such type that satisfactory service cannot be given;

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8. The Applicant will grant access to the Cooperative or its authorized contractors or agents at all reasonable hours, or at any hour if for the sole purpose of restoring power, maintaining, upgrading, construction, or repairs of Cooperative Facilities, and perform other activities necessary to provide electrical service, including collection activity and vegetation management that in the opinion of the Cooperative may constitute a hazard to Cooperative personnel or facilities, or to the provision of electrical service. Applicant may ask the authorized contractor or agent to exhibit a photo identification badge to gain access. Failure to provide access to Cooperative Facilities may result in suspension of electrical service; and

9. The Cooperative can provide service from existing Cooperative lines or the Cooperative can build new power lines as detailed in Section 400, Line Extension Policy~~Line Extension Policy~~.

300.9.2 TIMING OF SERVICE

Applications for new electric service not involving line extensions or construction of new facilities will be connected no later than three (3) Business Days after the Applicant has met the credit requirements in Section 300.7, Credit Worthiness and Security Deposits~~Credit Worthiness and Security Deposits~~, and complied with all applicable state and municipal regulations.

300.9.3 SAME DAY SERVICE FEE

If an Applicant or a Member requests same day connection or reconnection due to nonpayment, any time outside of 8:00 am to 5:00 pm on Business Days, the Cooperative will collect a fee for providing service the same day. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.9.4 SERVICE TO RENTAL LOCATION

The Cooperative's preference is for Individual Private Dwellings or Multi-Family Dwellings to be separately metered, and will be subject to all related provisions and fees herein.

Owners, operators, proprietors, or lessors who provide leased or rented units and require continued service during periods of vacancies will be required to make application for electric service for each leased or rented unit and are encouraged to utilize the Landlord Provision. Owners, operators, proprietors, or lessors will be obligated to pay for such service, and are not required to pay an establishment fee each time a vacancy occurs.

Any tenant may request electric service disconnection for their account and the Cooperative will disconnect service as soon as reasonably possible. If an owner, operator, proprietor, or lessor, establishes an account as provided in this section, those people will be obligated to pay for service during any periods of vacancy.

Upon sale of property, the owners, operators, proprietors, or lessors are responsible for notifying the Cooperative to update the account status. The owners, operators, proprietors, or lessors are responsible for all bills at the locations until such time of notice.

300.9.5 REFUSAL OF SERVICE

The Cooperative may refuse to serve an Applicant for any of the following reasons:

1. The Applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given, or the Applicant's facilities do not comply with all applicable state and municipal regulations;

2. The Applicant fails to comply with the Cooperative's Tariff pertaining to operation of nonstandard equipment or unauthorized attachments, which interfere with the service of others.

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The Cooperative will provide the Applicant notice of such refusal and a reasonable amount of time to comply with the Cooperative's Tariff;

3. The Applicant applies for service at a location where another Member has received, or continues to receive, service and the bill is unpaid at that location, and the Cooperative can prove the change in identity is made in an attempt to help the other Member avoid or evade payment of the Cooperative's outstanding bill.

4. The Applicant refuses or fails to permit the Cooperative or its authorized contractor or agents access to Cooperative Facilities whether located either at the Applicant's property or across the Applicant's property;

5. The Applicant owes a debt to the Cooperative for the same kind of service requested;

6. The Applicant refuses to pay a deposit that is required in Section 300.7.3, Deposits and Guarantee Agreements~~Deposits and Guarantee Agreements~~; or

7. The Applicant's guarantor on any account refuses to pay the amount agreed to under a guarantee agreement.

If the Cooperative has refused to serve an Applicant, the Cooperative will inform the Applicant of the reason for its refusal and the Applicant may file a complaint as referenced in Section 300.14.4, Member Complaints~~Member Complaints~~.

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300.9.6 CONTINUITY OF SERVICE

The Cooperative endeavors to provide continuous electric service but makes no guarantees against interruptions. The Cooperative will make all reasonable efforts to prevent interruptions of service. When interruptions occur, the Cooperative will re-establish service within the shortest possible time. If continuous service at a constant voltage is required, the Member must install the necessary equipment. Should Members require three-phase service, they will be responsible for providing and operating such protective equipment as is necessary to protect their equipment from damage resulting from loss of power to one (1) or more phases. If electric service interruption occurs, the Member must determine if the equipment and wiring is functioning properly. Cooperative personnel will not make repairs to Member's wiring or equipment.

The Cooperative will not be held liable for damages caused by interruption, failure to commence delivery, or voltage, wave form, or frequency fluctuation caused by interruption or failure of service or delay in commencing service due to accident or breakdown of plant, lines, or equipment, strike, riot, act of God, order of any court or judge granted in any bona fide adverse legal proceedings, or action or any order of any commission or tribunal having jurisdiction; or, without limitation by the preceding enumeration, any other act or things due to causes beyond its control, to the negligence of the Cooperative, its employee, or contractors, except to the extent that the damages are occasioned by the gross negligence or willful misconduct of the Cooperative.

300.9.7 DISCONTINUATION OF SERVICE

300.9.7.1 VOLUNTARY MEMBER DISCONNECTION

A Member may request disconnection, and the Cooperative will disconnect the service on the date requested by a Member or no later than three (3) Business Days after such date.

300.9.7.2 COOPERATIVE DISCONNECTION

300.9.7.2.1 DISCONNECTION WITH NOTICE

The Cooperative may disconnect service after proper notice, as referenced in Sections 300.11, Billing and Payment~~Billing and Payment~~, and 300.9.1, Conditions of Service, for the following reasons:

1. Failure to pay a bill for Cooperative services or make a payment arrangement by the date of disconnection and the account is delinquent;

2. Failure to comply with the terms of any payment agreement;

3. Failure to pay a deposit when required;

4. Failure to pay a guaranteed amount when required;

5. Violation of the Cooperative's rules on using service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation; or

6. Refusal or failure to permit the Cooperative or its authorized contractors or agents access to Cooperative Facilities, whether located either at the Member's property or across the Member's property, if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation described in the notice; or

7. Paying a delinquent account balance with a check returned to the Cooperative for insufficient funds.

300.9.7.2.2 DISCONNECTION WITHOUT PRIOR NOTICE

The Cooperative may disconnect service without prior notice for any of the following reasons:

1. Where a known dangerous condition exists. Where accessible, given the nature of the hazardous condition, the Cooperative will post a notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected;

2. Where the Cooperative discovers that service is being obtained in any unlawful manner;

3. If required by any official having authority to order such disconnection (where possible with prior notice);

4. Where service is connected without authority;

5. Where service was reconnected without authority after termination for nonpayment; or

6. Where there has been tampering with the Cooperative's equipment or evidence of theft of service.

300.9.7.2.3 DISCONNECTION PROHIBITED

The Cooperative may not disconnect service for any of the following reasons:

1. Delinquency in payment for the Cooperative's service by a previous occupant of the premises;

2. Failure to pay disputed charges, except for the required average billing payment, until a determination as to the accuracy of the charges has been made by the Cooperative and the Member has been notified of this determination; or

3. Failure to pay charges arising from an under-billing due to any faulty metering, unless the under-billing arises from a theft of service by a Member.

300.9.7.2.4 DISCONNECTION DUE TO COOPERATIVE ABANDONMENT

The Cooperative will not abandon a Member or a certified service area without written notice to its Members and all similar neighboring utilities, and approval from the Commission.

300.9.7.2.5 DISCONNECTION OF PAYMENT ASSISTANCE MEMBERS

The Cooperative cannot terminate service to a delinquent residential Member for a billing period in which the Cooperative receives a pledge, letter of intent, purchase order, or other notification that an energy assistance provider is forwarding sufficient payment to continue service.

300.9.7.2.6 DISCONNECTION DURING EXTREME WEATHER

The Cooperative will not disconnect a residential Member on a day when:

1. The previous day's highest temperature did not exceed thirty-two (32) degrees Fahrenheit, or the temperature is predicted to be at or below that level for the next twenty-four (24) hours, according to the local National Weather Service (NWS) reports for the Member's designated territory, eastern or western; or

2. The previous day's highest temperature exceeded one hundred (100) degrees Fahrenheit, or the predicted temperature is to be at or above that level for the next twenty-four (24) hours, according to the local NWS reports for the Member's designated territory, eastern or western.

300.9.7.2.7 DISCONNECTION DURING WEEKEND OR HOLIDAY

The Cooperative will not disconnect a Member on a weekend day or Holiday.

300.9.7.2.8 DISCONNECTION NOTICES

Any disconnection notice issued by the Cooperative to a Member will:

1. Not be issued before the first calendar day after the bill is due, to enable the Cooperative to determine whether the payment was received by the due date;

2. Be a separate mailing, electronic notice, or hand-delivered notice with a stated date of disconnection with the words "disconnection notice" or similar language prominently displayed;

3. Have a disconnection date not less than seven (7) calendar days after the Cooperative issues notice;

4. Be written in English and Spanish; and

5. Include a statement notifying the Member that if they need assistance paying their bill by the due date, or are ill and unable to pay their bill, they may be able to make an alternate Payment Plan, establish an installment plan, or possibly secure payment assistance. The notice will also advise the Member to contact the Cooperative for more information.

300.9.8 SWITCHOVER AND DISCONNECT FEES

In cases where the Cooperative provides electric service to a Member and the Member requests disconnection to obtain electric service from another utility certified to that area, the following rules will apply.

1. The Member will request the Cooperative, in writing, to disconnect electric service from the desired location.

2. The Member will pay the following charges prior to disconnection:

   a. All applicable fees and costs to cover labor and transportation costs involved in the disconnection;

   b. A charge for distribution facilities rendered idle from the disconnection and not useable elsewhere on the system based on the original cost of such facilities less accumulated depreciation, salvage, and any previous CIAC;
   c. A charge for the labor and transportation costs involved in removing any idle facilities. This charge only applies if the disconnecting Member requests removal, if removal is required for safety reasons, or if the salvage value of the facilities does not exceed such removal costs; and

   d. All charges for electric service up to the date of disconnection.

Upon payment of the above charges, the Member will receive a paid receipt from the Cooperative for presentation to the connecting utility.

The Cooperative will advise the Member that the connecting electric utility may not provide service to Member until such connecting utility has evidence that the Member has paid all charges provided for under this tariff.

All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.9.9 RECONNECTION FEE

The Cooperative will assess a fee for reconnection after nonpayment. Service reconnections for nonpayment after business hours are at the Cooperative's discretion. In the event the Cooperative performs any service reconnections for nonpayment after business hours on Monday through Sunday, the Member must pay a non-refundable same day service fee prior to reconnection. This fee is in addition to the past due balance, reconnection fee, deposits and any other fees required. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.9.10 MEDICAL NECESSITY PROGRAM

The Cooperative will maintain a registry of Residential Service locations where people rely on life-sustaining electrical equipment. To be considered for this program a Member must complete, submit and have approved by the Cooperative a Medical Necessity Program Application, Appendix 700.4.

To qualify, the location must house someone diagnosed by a physician in one of the following categories:

1. Chronic – Having been diagnosed by a physician as requiring an electric-powered device to prevent the impairment of major life function. To maintain chronic designation, Members must reapply once a year;

2. Chronic, lifelong – Same as chronic, but does not require annual application;

3. Critical care – Having been diagnosed by a physician as requiring an electric-powered device to sustain life. To maintain critical care designation, Members must reapply once every two (2) years; or

4. Critical care, lifelong – Same as critical care, but does not require biennial application.

When planned outages or service interruptions for nonpayment are scheduled, the Cooperative will attempt advance notice so preparations can be made. This Program does not guarantee priority electric service restoration, and locations registered in the program are not exempt from planned service interruptions, nor are registered Members exempt from their financial responsibilities or from the termination of service.

300.9.11 CRITICAL LOAD PROGRAM

The Cooperative will maintain a registry of non-residential service locations that can be classified as public safety, industrial, or natural gas infrastructure. To be considered for this program a Member must complete, submit, and have approved by the Cooperative a Critical Load Program Application.

To be considered, the location must fall into one of the following categories:

2. Public Safety – A Member for whom electric service is considered crucial for the protection or maintenance of public safety, including but not limited to hospitals, police stations, fire stations, and critical water and wastewater facilities.

3. Industrial – An industrial Member for whom an interruption or suspension of electric service will create a dangerous condition or significant disruption on the member's premises.

4. Natural gas infrastructure – A Member that supports natural gas-fired generation, including gas control center or gas compressor plant.

When planned outages or service interruptions for nonpayment are scheduled, the Cooperative will attempt to provide advance notice so preparations can be made. For unplanned outages, the Cooperative will prioritize Critical Load Program participants for restoration as much as practicable. This Program does not guarantee priority electric service restoration, and locations registered in the program are not exempt from planned service interruptions, nor are registered Members exempt from their financial responsibilities or from the termination of service.

300.9.12 RECORD OF INTERRUPTION

The Cooperative will keep records of sustained interruptions. Where practical, the Cooperative will keep a complete record of all momentary interruptions. These records will show the type of interruption, the cause for the interruption, the date and time of the interruption, the duration of the interruption, the number of Members interrupted, the substation identifier, and the transmission line or distribution feeder identifier. The Cooperative will retain records of interruptions for five (5) years.

300.10 EMERGENCY OPERATIONS PLAN

The Cooperative will maintain an emergency operations plan as required by the Commission.

300.11 BILLING AND PAYMENT

Once service has been established, Members will begin to receive bills on a recurring monthly basis per the billing cycle selected. The billing date will be posted on the Member's bill and refers to the date the bill has been generated. Service dates are included and refer to the days of service within that billing period. The payment due date is provided on the billing statement accompanied with the total amount due. The payment due date will not be less than sixteen (16) calendar days after the bill has been generated. The word "estimated" will be shown prominently displayed on a bill, if necessary, to identify an estimated bill. The Cooperative may submit estimated bills for good cause provided an actual meter reading is unavailable. Payments will be considered delinquent if not paid by the due date as stated on the monthly bill provided.

300.11.1 BILLING RECORDS RETENTION

The Cooperative maintains monthly billing records for each account for at least three (3) years after the mailed bill date. The billing records will contain sufficient data to reconstruct a Member's billing for a given month. Members may request copies of their account's billing records.

300.11.2 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 (7) calendar days from the date of the delinquent notice.

Members may arrange a Payment Plan with the Cooperative to prevent disconnection for non-payment of a delinquent account.

300.11.3 PAYMENT PLANS

300.11.3.1 PRE-PAID PAYMENT PLAN

This plan allows Members to deduct the costs for electric service from a credit on the account placed in advance of usage. Members enrolled in this option agree to an automatic service disconnection when their account reaches a zero (0) debit balance or more.

Applicability

This plan is available to Members enrolled in a residential service rate with a remote connect/disconnect enabled meter. This payment option may not be combined with an Installment Plan or any other Payment Plan. Members enrolled in time-of-use, interconnect, or community solar rate are ineligible for this payment option. Additionally, Members with three-phase service, participating in the advanced metering opt-out program, on the medical necessity program, or in the critical load program, are ineligible for enrollment.

Members with an outstanding account balance must bring their balance to zero (0) or agree to an arrangement for payment of the outstanding balance prior to enrollment. If the Member enters into an arrangement for payment, PEC will apply fifty percent (50%) of every payment to the outstanding balance and fifty percent (50%) to the pre-paid account balance until the Member pays the outstanding balance in full. Once enrolled, Members may not enter into a subsequent arrangement for payment of an outstanding account balance.

Requirements

To qualify for this option, Members must:

1. Have a valid email account or phone number to receive notifications;

2. Consent to receive notifications regarding this payment option, including electronic mail or messages, phone messages or texts, at any electronic mail address or phone number provided to the Cooperative;

3. Agree to update contact information upon any changes to such information; and

4. Have a remote connect/disconnect enabled meters installed at the service location.

Plan Details
Member Agreement – Upon enrollment, Member agrees to all terms and conditions of this option.

Initial Balance – A minimum credit balance of twenty-five dollars ($25.00) will be required upon enrollment in this option. Existing Members may apply deposit funds towards the minimum credit balance.

Deposits – Members enrolling in this option with credit worthiness are not required to post an account deposit. If an Applicant's or existing Member's credit has not been demonstrated satisfactorily to the Cooperative, a fifty-dollar ($50.00) deposit will be required.

The Cooperative may apply any portion of a Member's existing deposit to pre-paid account balance.

Notices – The Cooperative provides Members with Member-controlled and system generated notices regarding their pre-paid account balance and electric service connection status. Members may elect to receive notices via phone call, email, or text message. The Cooperative provides a system-generated low balance notice when the account balance becomes less than ten dollars ($10.00). Members are responsible for setting up their own Member-controlled notices via the Cooperative's online account management system.

Disconnections – Section 300.9.7, Discontinuation of Service~~Discontinuation of Service~~, other than Section 300.9.7.2.7, Disconnection during Weekend or Holiday, will not apply to Members on this option. Disconnections take place when the Cooperative sends the depleted balance notice, which is the last notice provided.

Rates and Fees – Membership and establishment fees apply to Members enrolled in this option. Members on this option will not be subject to same day service fees, late, or reconnection fees. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~. Rates apply as per Section 500, Rates~~Rates~~, with the exceptions listed below.

1. The service availability charge will be converted to a daily rate; and

2. Service availability charges will continue to accrue daily on connected meter, even if energy consumption does not occur.

Reconnection – Once the required payment posts to the account, reconnection takes place. The payment must cover:

1. All balances owed for services provided;

2. Amounts agreed upon in Payment Plan if applicable; and

3. The required minimum credit balance of twenty-five dollars ($25.00). Pre-paid accounts may not enter into an outstanding balance Payment Plan to achieve reconnection. All acceptable forms of payment that cover the amounts listed above will result in reconnection.

If a Member terminates service or the account disconnects for nonpayment and remains disconnected for seven (7) Business Days, the Cooperative will settle and final bill the account.

Billing; Late Payment Processing Fees; Transfers of Delinquent Balances and Record Retention – Sections 300.9.12 through 300.11.1 do not apply to Members on this option except for Section 300.11.10, Transfers of Delinquent Balances~~Transfers of Delinquent Balances~~.

Cancellation – A Member may choose to convert the account to another payment option at any time. The Member or the Cooperative may cancel enrollment on this option upon notification to the other party. Upon cancellation, the accumulated balance of the Member's account will become due and payable.

300.11.3.2 INSTALLMENT PLAN

This plan is an agreement between the Cooperative and a residential Member that allows the Member to pay installments that extend beyond the due date of the next bill. The Cooperative may offer this plan to any residential Member who has expressed an inability to pay and meets the criteria specified in the Cooperative's Tariff and has not been delinquent more than once in the last twelve (12) months.

The Member will pay the current bill each month, plus the agreed upon portion of the amount deferred. Failure to fulfill the terms of the agreement will result in discontinuance of service and all amounts owed will become due immediately.

The Cooperative may decline to offer this plan if, in the Cooperative's judgment, the Member is lacking sufficient credit or satisfactory history to warrant further extension of credit or if the Member has failed to provide complete, accurate, and verifiable identification information when requested by the Cooperative.

Plan Details

1. This plan may be established in person or by telephone;

2. This plan must be put in writing and provided to the Member;

3. This plan must allow for the delinquent amount be paid in negotiable installments;

4. This plan must state the length of time covered by the plan, the total amount to be paid, and the specific amount of each installment;

5. This plan must permit the Member or the Cooperative to initiate a renegotiation of the installment plan if the Member's circumstances change substantially during the time of the plan;

6. This plan must allow the Cooperative to disconnect service if the Member does not fulfill the terms of the installment plan, and will state the terms for disconnection;

7. This plan may not be offered more than once per year; and

8. This plan offered by the Cooperative will state in boldface type the following:

   "If you are not satisfied with this agreement or if agreement was made by telephone, and you feel this document does not reflect your understanding of that agreement, contact the Cooperative immediately. If you do not contact the Cooperative, you may give up your right to dispute the amount due under the agreement except for the Cooperative's failure or refusal to comply with the terms of this agreement."

300.11.3.3 FIXED PAYMENT PLAN

This plan allows a Member to pay a fixed amount per month based on twelve (12) months total billings. A true up and recalculation will be required no more than every twelve (12) months. Upon such true up and recalculation, the Cooperative will either credit or debit from the account as applicable any overpayments or underpayments. The Cooperative will add the amount of any underpayment to the amounts due. The Cooperative will deduct the amount of any overpayment from any amounts owed.

This plan applies to the Residential Service only. Members may enroll anytime with participation beginning with the first bill rendered after enrollment. Either the Member or the Cooperative may cancel the plan upon notification to the other party. Upon cancellation, any accumulated balance of the Member's account will become due and payable, or if a credit will be applied to the Member's account. The Cooperative may decline to offer this 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.

300.11.3.4 AVERAGE PAYMENT PLAN

This plan allows a Member to pay a rolling twelve (12) month average. This plan applies to Residential Service only. Members may enroll in this plan anytime with participation beginning with the first bill rendered after enrollment. Either the Member or the Cooperative may cancel the plan upon notification to the other party. Upon cancellation, any accumulated balance of the Member's account will become due and payable, or if a credit will be applied to the Member's account. The Cooperative may decline to offer this 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.

300.11.3.5 CREDIT CARD PAYMENT PLAN

This plan allows Members to authorize the Cooperative to process a monthly payment through their payment card. The amount processed will be for the full balance due each month and will be processed automatically on the bill due date.

300.11.3.6 BANK DRAFT PAYMENT PLAN

This plan allows Members to authorize the Cooperative to process a monthly payment by drafting a checking account. The amount drafted will be for the full balance due each month and will be drafted automatically on the bill due date.

300.11.4 LATE PAYMENT PROCESSING FEES

Until the Cooperative receives the payment, bills are considered unpaid; a payment is delinquent if not received at the Cooperative by the due date shown on the bill.

Residential accounts not paid by the due date may be assessed a fee to cover the cost of processing late payments. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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, not paid by the due date may be assessed a fee to cover the cost of processing late payments. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

Any governmental entity asserting eligibility to receive bills 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. All bills rendered to state agencies or other governmental entities that the Cooperative approves subject to Texas Government Code Chapter 2251, will be in accordance with that statute.

300.11.5 LOAN LATE FEES

Payment for a consumer loan to a Member with the Cooperative not paid by the due date may be assessed a late payment fee after ten (10) calendar days of non-payment. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.11.6 RETURNED CHECK / DENIED BANK DRAFT / DENIED CREDIT CARD

If a check for payment is returned, the Cooperative will debit a Member's account for the amount on each returned check, plus a returned check fee. If a payment is denied through an account setup for automatic payment bank draft, the Cooperative will debit the Member's account for the denied amount, plus a non-sufficient funds fee. If a payment is denied through an account setup for automatic credit card draft, the Cooperative will not post payment and an alternate form of payment must be arranged by the Member. If the Member pays a delinquent account balance and the check returns to the Cooperative for insufficient funds, the Cooperative will proceed to disconnect the Member's account. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.11.7 PAYMENT DEADLINE EXTENSION

Upon request of a Residential Member, and at the Cooperative's discretion, the Cooperative may extend without penalty the payment date until the twenty fifth (25th) calendar day after the bill is issued.

300.11.8 PAYMENT DEADLINE EXTENSION FOR ELDERLY RESIDENTIAL MEMBERS

Upon request of a Residential Member sixty (60) years of age or older, the Cooperative will extend without penalty the payment date until the twenty fifth (25th) calendar day after the date the bill is issued. The Cooperative may require the Member requesting the extension to present reasonable proof of age.

300.11.9 NON-PAYMENT DISCONNECT AND RECONNECT FEE

A fee will be charged if the Cooperative dispatches a service representative to collect a delinquent bill. This 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.

All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.11.10 TRANSFERS OF DELINQUENT BALANCES

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, and identify the delinquent balance and specific account as such on the bill.

300.12 VOLTAGE DESIGNATIONS

The Cooperative will deliver electric power and energy at one of the Cooperative's standard voltages. Non-standard service may be available if requested but only if the Cooperative determines such service is feasible, and the Applicant agrees to pay any additional cost to the Cooperative for delivering such non-standard service.

The Cooperative adopts the following standard voltages for electric service distribution:

Standard Service	
Single Phase	Three Phase
120 / 240 V	120 / 208 V (wye)
	277 / 480 V (wye)

Non-Standard Service	
Single Phase	Three Phase
*7,200 V	120 / 240 V (delta)*
*14,400 V	480 V (delta)*
	1,328 / 2,300 V (wye)*
	2,300 / 4,160 V (wye)*
	7,200 / 12,470 V (Primary Service)*
	14,400 / 24,900 V (Primary Service)*

Transmission Service	
Single Phase	Three Phase
	69,000 V
	138,000 V

*These voltages are available at the Cooperative's discretion.

These voltage designations are nominal design voltages. The Cooperative maintains actual normal delivery voltages so far as practicable within variations permitted by industry standards. Members are encouraged to obtain the phase and voltage of the service available from the Cooperative before committing to the purchase of motors or other equipment.

300.13 MEASUREMENT AND METERING OF SERVICE

300.13.1 METERING REQUIREMENTS

Use of meter – Except where otherwise provided by the applicable rate schedule or contract, the Cooperative charges all electricity consumed or demanded by the Member by meter measurements.

Installation – The Cooperative will provide, install, own, and maintain all meters necessary for the measurement of electric energy to its Members.

Standard type – All meters will meet industry standards. Special meters used for investigation or experimental purposes are not required to conform to these standards.

Location of meters – Meters and service switches in conjunction with the meter will be installed in accordance with the latest revision of American National Standards Institute ("ANSI"), Incorporated, Standard C12 (American National Code for Electricity Metering), and will be readily accessible for reading, testing, and inspection, where such activities will cause minimum interference and inconvenience to the Member.

Member will provide, without cost to the Cooperative, at a suitable and easily accessible location:

1. Sufficient and proper space for installation of meters and other apparatus of the Cooperative;
2. Meter socket;
3. Meter loop;
4. Safety service switches when required; and
5. An adequate anchor for service drops.

Where the meter location on the Member's premises changes at the request of the Member or due to alterations on the Member's premises, the Member will provide and have installed at their expense, all wiring and equipment necessary for relocating the meter.

Accuracy requirements – The Cooperative will not place in service or leave in service any meter that violates the test calibration limits as set by ANSI. Whenever a meter violates limits on installation, periodic, or other tests, the Cooperative will adjust or exchange it.

The Cooperative adjusts meters, as closely as practicable, to the condition of the limits as set by ANSI.

300.13.2 METER RECORDS

The Cooperative will keep the following records:

Meter equipment record – The Cooperative will keep a record of all of its meters, showing the Member's address and date of the last test. For special meters used for investigation or experimental purposes, the record will state the purpose of the investigation or experiment.

Records of meter tests – The Cooperative will properly reference all meter tests completed on the meter record. The record of each test completed at the service location will show the identifying number, constants of the meter, standard meter, and measuring devices used. Additionally, records will provide the test date, type of test performed, name of technician, level of accuracy (or percent error) at each load tested, and sufficient data to permit the verification of test results.

300.13.3 METER READINGS

Meters are read by the Cooperative on regular monthly intervals.

300.13.4 METER TESTING

Meter tests prior to installation – The Cooperative will establish the accuracy of every meter prior to its permanent installation. Unless the Cooperative has already tested a meter within the last twelve (12) months, the Cooperative will test and adjust any meter removed and/or replaced from service.

Testing of meters in service – Meter test periods for all types of meters will conform to the latest edition of ANSI Standard C12 unless specified otherwise by the Cooperative. The Cooperative, upon the request of a Member, will test the accuracy of the Member's meter. If the Cooperative or an authorized agency tests a meter at the Member's request and the Member request a new test within a period of four (4) years, the Cooperative will charge a meter test fee to the Member. The fee must be paid prior to fulfilling the request. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

Following the completion of any requested test, the Cooperative will advise the Member of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

300.13.5 ADJUSTMENTS DUE TO METER ERRORS

If the Cooperative finds any meter to be out of compliance with the accuracy standards, the Cooperative will render corrected readings and adjust bills for the period of over-billing or under-billing as described herein in Section 300.11, Billing and Payment~~Billing and Payment~~.

No refund is required from the Cooperative except to the Member last served by the meter prior to the testing.

If a meter is found to not register for any period, the Cooperative will estimate and charge for units used, but not metered for the under-billed period as described herein in Section 300.14.1.1, Under-Billing~~Under-Billing~~. The Cooperative estimates charges based on amounts used under similar conditions during the period preceding or subsequent to the period the meter was found not to register, or during corresponding periods in previous years.

300.13.6 ADVANCE METERING OPT OUT PROGRAM

This program only applies to residential accounts (excluding residential accounts with interconnection agreements or proprietor accounts). A Member may request to opt out from use of the Cooperative's advanced meter at a service location. The Cooperative may grant such request subject to certain qualifications and conditions.

300.13.6.1 METER EXCHANGE FEE

The Cooperative will charge a fee for any meter exchange at any service location already equipped with an advanced meter. Any Member participating in this program for new service locations will be required to pay the Cooperative's establishment fee. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

300.13.6.1.1 METER READINGS AND METER READING FEE

Members may qualify for a monthly or quarterly reading schedule. For Members on a monthly reading schedule, monthly fees will apply and the Cooperative will use the Member's energy consumption history to estimate the monthly bill calculation. The Cooperative will adjust any under-billing or over-billing resulting from the quarterly meter readings after the Cooperative acquires a new meter read.

A Member participating on a monthly reading schedule may request a quarterly reading schedule if the Member has:

1. Paid all bills for service during twelve (12) consecutive months;
2. Not been disconnected for nonpayment;
3. Not had a delinquent payment more than once; and
4. Not had a check returned more than once.

For Members on a quarterly reading schedule, monthly fees will apply and the Cooperative will use the Member's energy consumption history to estimate the monthly bill calculation. The Cooperative will adjust any under-billing or over-billing resulting from the quarterly meter readings after the Cooperative acquires a new meter read.

The Cooperative will charge a fee to each Member participating in this program each month for non-standard manual meter readings by the Cooperative and for processing of such readings for each service location. An additional per mile charge will apply for service locations further than thirty (30) miles from nearest area office. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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300.13.7 METER TAMPERING; THEFT OF ELECTRIC SERVICE

Meter tampering is a criminal offense. Meter tampering includes but is not limited to: bypassing the meter or other instances of diversion, such as physically disorienting the meter; attaching objects to the meter to divert or bypass service; inserting objects into the meter; and other electrical and mechanical means of tampering with, bypassing, or diverting electrical service.

The Cooperative will charge a fee plus all applicable charges for the estimated energy consumption where meter tampering occurred. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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Furthermore, the Cooperative may choose to file criminal charges against any Person, including any of its Members, when there is evidence of the following:

1. Interference with and/or tampering with any of the Cooperative's equipment, including, without limitation, one (1) or more of its meters (Section 28.03 of the Penal Code of the State of Texas) or any other circumstance listed in this Tariff; and/or
2. Theft of electric service (Section 31.04 of the Penal Code of the State of Texas).

The Cooperative may charge the Member for all labor, material, and equipment necessary to repair or replace all equipment damaged due to meter tampering or bypassing or other service diversion, and other costs necessary to correct service diversion where there is no equipment damage, including incidents where service is reconnected without authority. The Cooperative must provide an itemized bill to the Member of such charges. The Cooperative may also estimate and bill the Member for electric service over the entire period of meter tampering and all labor cost associated with rectifying the offense.

300.13.8 METER TEST FEE

Upon request, once every four (4) years, a Member may receive a meter test at no charge. If a Member asks for an additional meter test and the meter is found to be in compliance with ANSI standards, a fee will be incurred. If the meter is found to be out of compliance with the applicable

ANSI standard, the Cooperative will not charge a fee to the Member. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

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300.14 DISPUTE RESOLUTION

In the event of disputes between a Member and the Cooperative regarding any bill for electric service, the Cooperative will investigate the circumstances and report the results to the Member. If the dispute remains, the Member may meet with a Cooperative representative to resolve it. If unresolved, the Cooperative will advise the Member of the Member complaint procedures of the Cooperative. If the Member files a complaint with the Cooperative, the Cooperative will not disconnect a Member's service for nonpayment of the disputed portion of the bill before the Cooperative completes its supervisory review and informs the Member of its determination. Members are obligated to pay billings that are not disputed and not under review.

300.14.1 BILLING DISCREPANCIES OR ADJUSTMENTS

If a Member is billed for charges erroneously per the Tariff or if the Cooperative fails to bill a Member for services, then the Cooperative will calculate, adjust, and apply all applicable charges in the manner described herein.

300.14.1.1 UNDER-BILLING

If the Member's account is under-billed, the Cooperative may back bill the Member for the amount that was under-billed no more than 6 months from the date the error discovered unless the under-billing is a result of theft of service by the Member.

An installment plan may be available for any periods of under-billing except for such periods resulting from meter tampering, bypass, diversion, or other similar circumstance.

300.14.1.2 OVER-BILLING

If the Member's account is over-billed, the Cooperative will adjust the Member's bill accordingly for the entire over-billed period.

300.14.2 POWER FACTOR ADJUSTMENT

The Cooperative may adjust Capacity Demand Charges or Peak Demand Charges if the power factor is lower than ninety seven percent (97%). Measured capacity (kW) may be increased by one percent (1%) for each one percent (1%) by which the power factor is less than ninety seven percent (97%) lagging for a period of fifteen (15) consecutive minutes.

300.14.3 REFUNDS

Upon closure of an account, the Cooperative will issue the Member a refund check for credit balances of five dollars ($5.00) or more. The Cooperative only issues refunds on credit balances of less than five dollars ($5.00) upon verbal request by the account holder. The Cooperative will transfer any amounts not refunded in accordance with the Unclaimed Property Policy of the Cooperative.

300.14.4 MEMBER COMPLAINTS

The Cooperative has established procedures to address all complaints from Members. A Member or Applicant may file a complaint in person, by letter, on the website, or by telephone with the Cooperative.

If an employee of the Cooperative cannot immediately resolve a complaint, the employee will forward the information collected to a supervisor or manager. The employee's supervisor or manager will review the complaint and related information, and he or she will advise the complainant of the results within five (5) Business Days of the complaint. The Cooperative will investigate the Member complaint, and will report the results to the complainant. If dissatisfied, the

complainant may file a written complaint with either the Cooperative's Chief Executive Officer or designee of the Chief Executive Officer. Under their direction, a three (3) Member management team will review the complaint. The Cooperative will advise the complainant of the results within ten (10) Business Days of the written complaint.

The Cooperative will not disconnect service before completion of the review. If the Member chooses not to participate in a review, the Cooperative may disconnect service provided it issues proper notice under the corresponding disconnect procedures.

400 LINE EXTENSION POLICY

400.1 OVERVIEW

The Cooperative will extend electric service to an Applicant in accordance with the following line extension provisions. Each provision in this Tariff classifies the predominant type of electric service or use anticipated on the Applicant's premises and specifies conditions under which a line extension may be made. For each location where electric service is desired, the Applicant's classification for electric service will be determined by the Cooperative.

Electric service will not be provided and no work to extend electric service will be performed until the Applicant has met all requirements within this Tariff for extension of service including, without limitation, routing, underground service requirements, if applicable, and paid any and all fees or charges associated with the provision of electric service. This may include, but is not limited to, membership fees, establishment fees, deposits, system impact fees, CIAC, and/or planning design fees.

If facilities must be constructed, the Cooperative will provide an estimated completion date and a Cost Calculation or Development Cost Calculation for all charges to extend electric service. The requests for new electric service requiring construction should be completed within ninety (90) calendar days of fulfilling all applicable requirements, unless delayed by a cause beyond the reasonable control of the Cooperative, or unless a different time period is agreed to by the Applicant and the Cooperative.

The Applicant must comply with all requirements in Section 300.9.1, Conditions of Service. All applicable provisions of the Tariff, and standards and specifications of the Cooperative for construction, to receive electric service.

The Line Extension Policy provisions are subject to change by the Board of Directors.

400.2 RESIDENTIAL SERVICE

APPLICABILITY

To qualify for an extension under this section, the Applicant and the location where the Applicant is requesting electric service must comply with the following provisions:

1. The location must be an Individual Private Dwelling, Multi-Family Dwelling, personal recreational vehicle, hunting cabin, barn, shop, water well, gate opener, Member-owned lighting system, or other residential installations.

2. If the Applicant is developing a residential subdivision or mixed-use development with Individual Private Dwelling(s) or Multi-Family Dwelling(s), the Applicant must comply with all requirements under Section 400.3, Residential Developments, and have paid the CIAC required under that section.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Cost Calculation to the Point of Delivery based on its then current unit material and labor costs, and in accordance with the Cooperative's current standards and specifications.

The Applicant will be required to pay all costs per meter that qualifies under this section for the cost to extend electric service to the Point of Delivery as a CIAC prior to construction. The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Cost Calculation will be at the sole expense of the Applicant.

400.3 RESIDENTIAL DEVELOPMENTS

APPLICABILITY

To qualify for an extension pursuant to this section, the Applicant and the residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is platted and recorded in the appropriate county with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent Individual Private Dwelling(s) or Multi-Family Dwelling(s) or a preliminary plat plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or residential development;

2. The development has been approved by all relevant governing agencies; and

3. The Applicant will provide at no cost to the Cooperative:
   a. Easements granted on the Cooperative's standard form; for the Cooperative's construction, installation, maintenance, operation, replacement and/or repair of Cooperative Facilities in a form satisfactory to the Cooperative;

   b. Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed;

   c. Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

   d. An "Approved-for-Construction" Plan by a municipality or county or other authority having jurisdiction.

4. The Cooperative is not and will not be obligated to provide designs or Development Cost Calculations to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Development Cost Calculation for the electric facilities adequate to serve all prospective Individual Private Dwelling(s) or Multi-Family Dwelling(s) in the residential development. The Cooperative will determine the Development Cost Calculation based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service. The Applicant will bear the cost of the facilities, identified in this section, required for the electric distribution system within the residential subdivision or development as determined in the Development Cost Calculation and will pay such costs in advance of construction.

The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Development Cost Calculation will be at the sole expense of the Applicant.

To the extent that an individual Applicant requests electric service within a residential subdivision, such Applicant must request electric service pursuant to the requirements of Section 400.2, Residential Service, and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

To the extent that any commercial facilities associated with a residential development are required, an Applicant must request electric service pursuant to the requirements of Section 400.4, Non-Residential Service, for those commercial facilities and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

The Cooperative will install all Cooperative Facilities required within the limits of the residential subdivision or development based on its necessary load requirements on its schedule but prior to the provision of electric service to any individual Applicants.

400.4 NON-RESIDENTIAL SERVICE

APPLICABILITY

To qualify as an extension under this section, the Applicant and the location where an Applicant is requesting electric service must comply with the following provisions:

1. The location must be a commercial or industrial installation not classified under Section 400.2, Residential Service~~Residential Service~~, or 400.3, Residential Developments~~Residential Developments~~.

2. If the Applicant is developing a non-residential development or mixed-use development, the Applicant must comply with all requirements under Section 400.5, Non-Residential Developments, and have paid the CIAC required under that section.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Cost Calculation to the Point of Delivery based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The Applicant will be required to pay all costs per meter that qualifies under this section for the cost to extend electric service to the Point of Delivery as a CIAC prior to construction. The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Cost Calculation will be at the sole expense of the Applicant.

The Cooperative will exercise prudent judgement in determining the conditions under which a specific line extension will be made for an Applicant with a load greater than one thousand (1,000) kW. This may include, but is not limited to, CIAC, contract minimums, service specifications, and/or other contract terms, arrangements, or conditions deemed reasonable by the Cooperative.

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400.5 NON-RESIDENTIAL DEVELOPMENTS

APPLICABILITY

To qualify for an extension pursuant to this section, the Applicant and the non-residential development for which the Applicant is requesting electric service must comply with the following provisions:

1. The development is platted and recorded in the appropriate county with sites or lots for multiple prospective Applicants to be primarily used or developed for permanent commercial, industrial, retail, and/or office use or a preliminary plat plan approved by a municipality or county or other authority having jurisdiction for the purposes of sale, transfer, or non-residential development;

2. The development has been approved by all relevant governing agencies; and

3. The Applicant will provide at no cost to the Cooperative:

    a. Easements granted on the Cooperative's standard form; for the Cooperative's construction, installation, maintenance, operation, replacement and/or repair of Cooperative Facilities in a form satisfactory to the Cooperative;

    b. Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.) and notice of construction start dates and construction schedules that are reasonable and industry standard for the type of work to be performed;

    c. Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system; and

    d. An "Approved-for-Construction Plan" from a municipality or county or other authority having jurisdiction.

4. The Cooperative is and will be not obligated to provide designs or Development Cost Calculations to an Applicant for a preliminary plan that has not been reviewed and approved by the applicable authority.

All other applicable provisions of this Policy apply to an extension of service under this section.

CONTRIBUTION IN AID OF CONSTRUCTION BY APPLICANT

The Cooperative will determine the Development Cost Calculation to serve all prospective units in the non-residential development. The Cooperative will determine the Development Cost Calculation based on its then current unit material and labor costs and in accordance with the Cooperative's then current standards and specifications.

The electric facilities may include, but are not limited to, all applicable primary and secondary infrastructure including, without limitation, primary conductors, transformers, poles, risers, appurtenances, terminations, and any other electric equipment and devices required for electric service.

The Applicant will bear the cost of the electric facilities, identified in this section, required for the electric distribution system within the non-residential development as calculated in the Development Cost Calculation and will pay such costs in advance of construction.

The Development Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Development Cost Calculation will be at the sole expense of the Applicant.

To the extent that an individual Applicant requests electric service within a non-residential development, such Applicant must request electric service pursuant to the requirements of Section 400.4, Non-Residential Service, and will be responsible for any CIAC and any system impact fees required by the provision of such electric service.

The Cooperative will install all Cooperative Facilities required within the limits of the non-residential development based on its necessary load requirements on its schedule but prior to the provision of electric service to any individual Applicants.

400.6 PRIMARY LEVEL SERVICE

APPLICABILITY

To receive Primary Level Service, the following requirements must be met and agreed to:

1. The Applicant must execute an agreement, per Section 700.7, Primary Level Service Agreement~~Primary Level Service Agreement~~, with the Cooperative;

2. The Applicant must procure, at the sole expense of the Applicant, all facilities and equipment, including but not limited to transformers, poles, and conductors required to take electric service at primary level voltage as required by Cooperative's design specifications;

3. The Applicant must assume all responsibility for furnishing, installing, constructing, owning, maintaining, and operating all Member-owned facilities beyond the Point of Delivery;

4. The costs for any upgrade, addition, or change in configuration to existing Member-owned or Cooperative Facilities will be at the sole expense of the Applicant;

5. All Member-owned facilities must be tagged and identified;

6. The Applicant must agree to submit an as-built facilities sheet to the Cooperative within thirty (30) days of completed construction;

7. The Applicant must agree to submit any new load and/or facilities additions to the Cooperative to assess existing facilities capacity and conduct any engineering studies required to serve the new load; and

8. All Member-owned installations will be in accordance with the National Electric Safety Code (NESC) and NEC standards.

The Cooperative reserves the right to deny Primary Level Service to a Member or Applicant if the Cooperative determines such service may have an adverse impact on the Cooperative's Delivery System or service provided to another Member.

POINT OF DELIVERY

The Point of Delivery will be at the primary meter on an overhead primary pole or an underground metering enclosure.

400.7 UNDERGROUND SERVICE

The following provisions for the extension of underground electric service are in addition to the standard provisions established in the prior sections.

UNDERGROUND FACILITIES FOR SERVICES – RESIDENTIAL OR NON-RESIDENTIAL

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Underground electric primary and secondary lines to serve any Applicant may, by agreement with the Cooperative, be provided subject to the other requirements in this Policy.

In addition, when receiving underground electric service, an Applicant will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, secondary services as determined by the Cooperative, all conduit, and any and all other facilities deemed necessary by the Cooperative.

In all cases, any underground secondary service lines from a meter to the Applicant's main disconnect switch or service center will be installed and maintained by the Applicant, and the Cooperative will have no responsibility or liability in connection therewith.

UNDERGROUND FACILITIES FOR DEVELOPMENTS – RESIDENTIAL OR NON-RESIDENTIAL
Where an Applicant requests the construction of underground electric facilities within a platted residential subdivision or non-residential development, the Applicant will bear the cost of the underground electric system adequate to serve all prospective units in the subdivision or development as determined by the Cooperative. The Applicant will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, all conduit, and any and all other facilities deemed necessary by the Cooperative, adequate to serve all prospective units in the subdivision or development and all other prospective members who may require electric service from said underground system.

400.8 STANDARD DELIVERY SERVICE AND FACILITIES

The Cooperative's standard delivery system facilities consist of the overhead or underground distribution facilities necessary to provide electric service through a single-phase or three-phase source to the Point of Delivery, at one of the Cooperative's available standard voltages.

The Cooperative standard delivery system permits 7.2/12.47 kV (12.5 kV) and 14.4/24.9 kV (25 kV), three-phase or single-phase, grounded-neutral Primary Level Service on its electric distribution system and secondary service is provided through transformers connected in a wye-wye configuration.

All Standard Delivery System Line Extension requests and associated costs will be in accordance with this Policy.

400.9 NON-STANDARD DELIVERY SERVICE AND FACILITIES

Non-standard delivery service and facilities include, but are not limited to, facilities necessary to provide service at a non-standard voltage, dual feed, automatic and manual transfer switches, service through more than one Point of Delivery, redundant facilities, non-standard metering and facilities in excess of those normally required for service under the Cooperative's standard delivery service and facilities. The Cooperative will determine what equipment is classified as non-standard and include this information on the Cost Calculation or the Development Cost Calculation.

Applicants requesting non-standard facilities will be responsible for all costs associated with the engineering, installation, maintenance, and material costs required to provide and maintain these non-standard facilities. An Applicant or Member may request non-standard equipment be removed. All costs for removal, and any other costs to make the system qualify for under standard delivery service, will be the sole responsibility of the Member or Applicant in advance.

All non-standard facilities will be operated by the Cooperative. Neither a Member nor an Applicant may perform service or maintenance to equipment located on the Cooperative's Delivery System.

The Cooperative reserves the right to convert or deny non-standard facilities installations if the Cooperative determines that such service may have an adverse impact on the Cooperative's Delivery System or service provided to another Member.

400.10 ROUTING

In all cases, the line extension will be constructed within private easements granted on the Cooperative's standard form; at the sole discretion of the Cooperative, the Cooperative may construct line extensions within public utility easements, or public right-of-way or other agreements. The line extension will be constructed along a route that is reasonably accessible during all weather conditions as determined by the Cooperative. Cooperative Facilities will not be installed along the backs of lots or in areas deemed inaccessible or hazardous by the Cooperative.

The Applicant will be responsible for the clearing of any and all private easements or public utility easements required for the construction of the line extension on its property and removing of such obstructions as interfere with the efficiency of the electric system. All clearing will be performed to the Cooperative's specifications. The Cooperative may clear private easements or public utility easements or public right-of-way in certain instances. If the Cooperative or its agent clears private easements or public utility easements or a public right-of-way the cost will be included in the Cost Calculation or Development Cost Calculation.

400.11 AREA LIGHTING

In underground installations, the Applicant requesting area lighting under Section 500.3.6.1, Unmetered Lighting Device Service, will be responsible for providing and installing all lighting infrastructure, including but not limited to trench and associated backfill, lighting post, concrete work, secondary service conductors, and conduit.

In overhead installations, the Cooperative will provide secondary service conductor to serve overhead area lighting fixtures owned by the Cooperative under Section 500.3.6.1, Unmetered Lighting Device Service, without charge to the Applicant.

In either type of installation, for any additional Cooperative Facilities needed for area lighting, the Applicant will be required to pay any costs as a CIAC prior to construction.

400.12 UNMETERED NON-RESIDENTIAL SERVICE

The Cooperative at its sole discretion will determine if an Applicant may be served under this section.

In underground installations, the Applicant requesting facilities to provide electric service to unmetered non-residential installations, as determined by the Cooperative, will be responsible for providing and installing all trenches and backfill, sectionalized cabinets, concrete work associated with pad-mounted facilities, secondary services as determined by the Cooperative, all conduit, and any and all other facilities deemed necessary by the Cooperative.

In overhead installations, the Cooperative will provide secondary service conductor for the unmetered non-residential installation, and the Applicant will be responsible for providing and installing all other infrastructure.

In either type of installation, for any additional Cooperative Facilities needed for unmetered non-residential, the Applicant will be required to pay any costs as a CIAC prior to construction.

400.13 NON-PERMANENT SERVICE

In any circumstance where the need for electric service is not permanent, the Applicant will pay one hundred percent (100%) of the cost of installation and removal of all necessary electric service facilities and equipment before any construction begins.

400.14 SERVICE UPGRADES TO EXISTING COOPERATIVE FACILITIES

The cost for any upgrade, addition, or change in configuration of existing Cooperative Facilities will be at the sole expense of the Applicant. Service upgrades to existing Cooperative Facilities include, but are not limited to, any upgrades related to interconnecting a Member's Distributed Generation resource that operates in parallel to the Cooperative's Delivery System.

400.15 SYSTEM IMPACT FEE

A non-refundable charge will be collected for extending electric service to a new service location. This amount represents a contribution to the Cooperative's system cost associated with substation and electric distribution backbone facilities and is in addition to any amount due for the line extension. All fee amounts are per Section 500.4, Fee Schedule.

400.16 PLANNING REDESIGN FEES

An Applicant's Line Extension Cost Calculation or Development Cost Calculation includes delivery of one (1) design and project cost quotation to the Applicant. Thereafter, if the Applicant desires to make changes to the design, that requires a redesign, the Cooperative may charge the Applicant in advance for the redesign, including, but not limited to, labor and applicable overhead for design, engineering, staking, inspections, administrative, and other incurred related expenses. All fee amounts are per Section 500.4, Fee Schedule.

400.17 AFTER-HOURS SERVICE

If an Applicant requests after-hours service, the Applicant will pay the additional cost incurred by the Cooperative to provide after-hours service to the Applicant.

400.18 MISCELLANEOUS TRIP FEE

A non-refundable Miscellaneous Trip Fee may be collected for additional trips to the Applicant's property at the request of Applicant. All fee amounts are per Section 500.4, Fee Schedule.

400.19 NO REFUND OF CONTRIBUTION IN AID OF CONSTRUCTION

Payments necessary for construction of facilities, which will be used to deliver electric service to the Applicant, are CIAC and are not refundable after construction.

400.20 DE-ENERGIZATION AND LINE CLEARANCES

The Cooperative, in its sole discretion, may temporarily de-energize Cooperative Facilities or temporarily relocate or raise Cooperative Facilities at the request of an Applicant to assist in the transportation of oversized objects through the Cooperative's service territory or in the construction of pipelines or other objects within or otherwise affecting the Cooperative's right-of-way provided that the Applicant pays for all costs incurred by the Cooperative.

Costs incurred may include labor and materials, engineering design, right of way acquisition and clearing to the extent necessary, and vehicles or equipment used, including mileage, if applicable.

400.21 OWNERSHIP OF COOPERATIVE FACILITIES

The Cooperative will accept ownership of any facilities installed by the Applicant at the time the service location is successfully energized. The Cooperative will retain the ownership of all material and facilities installed by the Cooperative or Applicant for the distribution of electric service whether the same have been paid for by the Applicant except for those facilities installed by the Applicant past the Point of Delivery.

400.22 REMOVAL AND/OR RELOCATION OF COOPERATIVE FACILITIES

At the Cooperative's sole discretion, the Cooperative may remove existing Cooperative Facilities on Applicant's premises at the Applicant's request provided that the Applicant has paid in advance for the cost of the removal of the existing Cooperative Facilities.

The Cooperative will relocate its existing Cooperative Facilities on Applicant's premises at the Applicant's request provided the Applicant has:

1. Provided an easement satisfactory to the Cooperative for the new facilities, and

2. Paid in advance for the cost of the removal of the existing Cooperative Facilities plus the cost for the construction of the new facilities.

Upon request by an Applicant, the Cooperative will replace an existing overhead electric line with an underground line provided that the Cooperative has:

1. Determined in its sole discretion that such replacement does not adversely impact electric service reliability or the Cooperative's operating efficiencies;

2. Received an easement(s), in a form satisfactory to the Cooperative, for the construction, installation, maintenance, operation, replacement and/or repair of the underground Cooperative Facilities, at no cost to the Cooperative; and

3. Received payment in advance for all costs of removal of the existing Cooperative Facilities and the full amount of the Cooperative's cost for the construction and installation of the new underground facilities.

If the Cooperative determines it is necessary to relocate existing Cooperative Facilities because a Member or any other Person fails or refuses to allow the Cooperative access to Cooperative Facilities at any time, then the Member or any other party responsible may be billed the cost of such relocation and associated expenses.

If the Cooperative determines that a safety or standard violation exists on a Member or any other Person's premises directly or indirectly caused by such Person, then the Cooperative, at the expense of such Person, will relocate Cooperative Facilities on such premises. The Member or appropriate Person will be financially responsible for the relocation or removal of Cooperative Facilities by the Cooperative and all other associated costs incurred to address the safety or standards violation.

500 RATES

500.1 MEMBER CHARGES, CREDITS AND ADJUSTMENTS

500.1.1 SERVICE AVAILABILITY CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge recovers the cost associated with providing services to the membership including billing, metering, collections, customer service, and other enterprise costs.

RATE
This charge, per meter, will be applicable according to the Member's rate schedule.

500.1.2 EBILLING BILLING CREDIT

APPLICABILITY
This credit will be applicable to Residential, Farm and Ranch Service Members that choose to receive a paperless bill.

PURPOSE
This credit reimburses a Member for the cost not incurred to the Cooperative involved in mailing a paper bill each month.

RATE
This credit is:
– $ 1.00 per meter

500.1.3 EDRAFT BILLING CREDIT

APPLICABILITY
This credit will be applicable to Residential, Farm and Ranch Service Members that choose to pay as per Section 300.11.3.6, Bank Draft Payment Plan.

PURPOSE
This credit reimburses a Member for the cost not incurred to the Cooperative involved in processing a payment each month.

RATE
This credit is:
– $ 1.50 per meter

500.1.4 DELIVERY CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE
This charge, per kWh, will be applicable according to the Member's rate schedule.

500.1.5 CAPACITY DEMAND CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE
This charge, per maximum demand of power consumed, measured as the maximum demand during a fifteen (15) minute interval within the billing period, will be applicable according to the Member's rate schedule.

500.1.6 PEAK DEMAND CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge recovers the cost associated with the maintenance and operations of the distribution infrastructure and other related costs.

RATE
This charge, per kW, will be determined using the Peak Demand, measured on an hourly interval basis during the Time of Use Non-Summer Peak and in the Summer Peak and Summer Super Peak time periods, according to the Member's rate schedule.

500.1.7 BASE POWER CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge will be used to recover the Cooperative's actual cost of power purchased for the membership and other costs incurred in connection with the development and management of the Cooperative's power supply. Members may have the option to choose from either Flat Base Power Charge or Time-of-Use (TOU) Base Power Charge as defined below.

RATE
This charge, per kWh, will be applicable according to the Base Power Rate option selected by the Member and the Member's rate schedule. The options are as follows.

500.1.7.3 FLAT BASE POWER CHARGE

APPLICABILITY
This charge option may be applicable to all rate schedules and programs except for Transmission Level Service, and Industrial Power Service. The Flat Base Power Charge will be used for billing on Member accounts that do not choose the TOU Base Power Charge.

PURPOSE
This option allows Members to have the same cost of power regardless of the season or time of day during which the energy is consumed.

RATE
The charge is:

$ 0.044500 per kWh

500.1.7.4 TIME-OF-USE BASE POWER CHARGE

APPLICABILITY

This charge may be applicable to all rates schedules and programs except Unmetered Device Service, Interconnect Rate, Transmission Level Service, and Industrial Power Service.

PURPOSE

This charge option allows Member's cost of power to vary based on the time of day and season during which energy is consumed.

CONDITIONS

This charge option requires a twelve (12) month commitment. If a Member opts-out of the TOU Base Power Charge option prior to fulfilling the twelve (12) month commitment, the charge option will not be available to the Member for the following twelve (12) months.

RATE

The charges are:

Season	Time of Use Period		Charge per kWh
Non-Summer (Jan. – May and Oct. – Dec.)	Super Economy	2:01 am – 4:00 am	$ 0.030616
	Economy	11:01 pm – 2:00 am 4:01 am – 5:00 am	$ 0.037529
	Normal	8:01 am – 4:00 pm 7:01 pm – 11:00 pm	$ 0.042449
	Peak	5:01 am – 8:00 am 4:01 pm – 7:00 pm	$ 0.045680
Summer (Jun. – Sep.)	Super Economy	3:01 am – 5:00 am	$ 0.030398
	Economy	11:01 pm – 3:00 am 5:01 am – 7:00 am	$ 0.031940
	Normal	7:01 am – 12:00 pm 8:01pm – 11:00 pm	$ 0.035883
	Peak	12:01 pm – 2:00 pm 6:01 pm – 8:00 pm	$ 0.046863
	Super Peak	2:01 pm – 6:00 pm	$ 0.088620

500.1.8 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the cost incurred to receive access to transmission service in the ERCOT region of Texas as established by the Commission.

RATE

This charge, per kWh or kW, will be applicable according to the Member's rate schedule. The options are as follows.

500.1.8.1 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KWH

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

RATE
The charge will be applicable based on energy, per kWh, according to the Member's rate schedule. The charge will recover the actual cost as established by the Commission.

The charge will be updated each June 1st and October 1st to align with forecasted costs.

500.1.8.2 TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE, PER KW

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

RATE
This charge, per kW, will be determined by multiplying a member's demand measured during the Four Coincident Peak (4CP) intervals times the monthly charge. If the Member's demand is negative, the Member may receive a credit.

The charge will recover the actual cost as established by the Commission.

Until such time as the Member's 4CP demand is established, the TCOS Pass Through Charge will be as per Section 500.1.8.1, Transmission Cost of Service (TCOS) Pass Through Charge, per KWh~~Transmission Cost of Service (TCOS) Pass Through Charge, per KWh~~.

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500.1.9 COMMUNITY SOLAR TRANSMISSION COST ADJUSTMENT (STCA)

APPLICABILITY
This adjustment applies to all Members enrolled in the Community Solar Rate.

PURPOSE
This adjustment will be used to credit a Member's account with a portion of the savings from the avoided TCOS charges attributable to community solar generation.

RATE
The adjustment, per kWh, will be determined as follows:

For all kWh sold to any Members enrolled in the Community Solar Rate, the solar transmission cost adjustment (STCA) will be calculated as follows:

STCA = – (80% X TCOS Pass Through Charge)

500.1.10 PRIMARY SERVICE ADJUSTMENT (PSA)

APPLICABILITY
This adjustment may be applicable to all rate schedules corresponding to a Member receiving Primary Level Service. A Member receiving Primary Level Service must procure, install, and maintain all facilities and equipment beyond the Point of Delivery at their expense and in accordance with NESC and NEC standards.

PURPOSE
This adjustment will be used to credit a Member receiving electric power and energy at Primary Service Level.

RATE
This adjustment will be based on the total amount due for the applicable charges incurred for the month. Applicable charges, according to the Member's rate schedule, are the Delivery, Capacity Demand, Peak Demand, Base Power, and TCOS Pass Through Charges. The adjustment will not apply to any other charges, fees, credits, or adjustments. The adjustment will be determined as follows:

PSA = – (Monthly sum of applicable charges) X 2%

500.1.11 RENEWABLE ENERGY RIDER CHARGE

APPLICABILITY
This charge may be applicable according to the Member's rate schedule.

PURPOSE
This charge provides Member's the ability to purchase electricity generated by renewable energy sources.

RATE
The charge is:
$ 0.000430 per kWh

The pricing is based on the Texas Renewable Energy Credits Index and will be changed periodically to reflect current index pricing.

500.1.12 SUSTAINABLE POWER CREDIT

APPLICABILITY
This credit applies to all Members enrolled in the Interconnect Rate.

PURPOSE
This credit will be used to compensate a Member for Received Energy.

RATE
The credit per kWh of Received Energy is:
- $0.053770

500.1.13 WHOLESALE ENERGY CREDIT

APPLICABILITY
This credit applies to all Members enrolled in the Interconnect Wholesale Energy Rate.

PURPOSE
This credit will be used to compensate a Member for Received Energy from an Interconnection fifty (50) kW AC or greater.

RATE
The credit, per kWh, will be determined as follows:

Wholesale Energy Credit = (Received Energy x Real Time Settlement Point Price at corresponding Load Zone)

500.1.14 FRANCHISE FEE

APPLICABILITY

This charge may be applicable to all Members served by the Cooperative inside a municipality's corporate boundary. All franchise fees not included in base rates will be separately assessed for Member service provided within the municipality where the franchise fee is authorized. The portion of the franchise fee not included in base rates will appear on the bill as a separate line item.

RATE

This charge will be calculated by multiplying the franchise fee percentage assessed by the municipality times the charges for energy and power sold and such other authorized charges to a Member (excluding any taxes and other authorized exclusions). Applicable sales tax may be assessed on franchise fee amounts.

500.1.15 SALES TAX

APPLICABILITY

This charge may be applicable to the Member in addition to the applicable Rates. Members claiming exemption from sales taxes should provide a sales tax-exemption form, acceptable to the Cooperative.

500.1.16 COOPERATIVE OWNED LAMP CHARGE

APPLICABILITY

This charge may be applicable to Cooperative owned outdoor lighting assets where the existing facilities, owned by either the Cooperative or the Member, are suitable for the installation of lighting. Cooperative owned outdoor lighting assets include lamps and lighting fixtures ("Cooperative Owned Area Lighting").

MAINTENANCE OR REPAIRS OF COOPERATIVE OWNED AREA LIGHTING

The Cooperative will own, install and maintain Cooperative Owned Area Lighting. Upon failure of any Cooperative Owned Area Lighting, such Lighting will be replaced by the Cooperative with LED lighting, and applicable charges may apply.

The Member will pay for costs of repairs including labor and materials for damage to Cooperative Owned Area Lighting resulting from an act of vandalism as determined by the Cooperative. The Member will be responsible for any costs of repairs including labor and materials for damage to existing facilities owned by the Member.

MEMBER REQUESTS

Relocate – The Member will pay for all costs, including labor and materials for the relocation of any Cooperative Owned Area Lighting and necessary facilities, subject to Section 400, Line Extension Policy~~Line Extension Policy~~.

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Change Out – Any Member requesting to change out functional Cooperative Owned Area Lighting to LED lighting will pay the net book value of the existing Cooperative Owned Area Lighting including labor costs of change out as determined by the Cooperative. Following the change out, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

Removal – Only applies to Cooperative Owned Area Lighting installed on Member-owned facilities. Any Member requesting the removal of Cooperative Owned Area Lighting must provide notice in writing to the Cooperative. The Member will be responsible for paying the net book value of the existing Cooperative Owned Area Lighting including labor costs of removal as determined by the Cooperative and any costs for disposal of the Cooperative Owned Area Lighting. Upon removal, the Member will be responsible for any costs associated with furnishing of new lamps or lighting fixtures including labor and installation and maintenance and repair. Following the removal, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

Purchase – Only applies to Cooperative Owned Area Lighting installed on Member-owned facilities. Any Member requesting the purchase of Cooperative Owned Area Lighting must provide notice in writing to the Cooperative. The Member will be responsible for paying the net book value of the existing Cooperative Owned Area Lighting. Upon purchase, the Member will own the lamps or lighting fixtures, and be responsible for any maintenance and repair costs. Following the purchase, the Cooperative will adjust the Member's account(s) to reflect the appropriate rate.

RATE
The following charges will apply per lighting device:

Lamp Type:	Lighting Category:	Charge per Lamp:
LED 1	Lighting Type LA, 0 to 50 watts	$9.22
LED 2	Lighting Type LB, 51 to 100 watts	$19.22
HP 1*	Lighting Type LB, 51 to 100 watts	$7.37
HP 2*	Lighting Type LE, 201 to 250 watts	$14.39
MH*	Lighting Type LD, 151 to 200 watts	$6.62
MV*	Lighting Type LD, 151 to 200 watts	$6.62

LED – Light Emitting Diode; HPS – High Pressure Sodium; MH – Metal Halide;
MV – Mercury Vapor

* These lamps are no longer available for new installations.

500.1.17 POWER OF CHANGE

APPLICABILITY
This adjustment applies to all Members participating in PEC's voluntary on-bill round up and donation program. A participating Member may choose to discontinue at any time.

PURPOSE
This adjustment is used to raise funds to support community support programs and associated giving subject to the conditions in the Community Support and Power of Change Policy.

RATE
The total monthly bill will be rounded up to the nearest dollar.

500.1.18 CAPITAL CREDITS

APPLICABILITY
This adjustment may apply to all Members who have allocated capital credits.

PURPOSE
This adjustment will serve as the Cooperative's method to distribute a Member's share of the Cooperative's Net Operating Margins based upon each Member's purchases of electric service or energy, or as such Net Operating Margins may otherwise be allocated within a Member Class to a Member.

RATE
As approved by the Board of Directors.

500.1.19 MISCELLANEOUS PASS-THROUGH CHARGE

APPLICABILITY

This charge may be applicable to a Member if the Cooperative incurs a cost directly as a result of actions taken by or on behalf of the Member or for the strict benefit of such Member and not collected in another fee or rate schedule.

PURPOSE

This charge recovers the cost associated with a Member responsible for directly incurring the costs.

RATE

Actual cost incurred monthly.

500.1.20 TEMPORARY WINTER STORM SURCHARGE

APPLICABILITY

This charge may be applicable according to the Member's rate schedule.

PURPOSE

This charge recovers the Cooperative's actual cost of power purchased and other associated costs from Winter Storm Uri in February 2021.

RATE

The charge is:

$ 0.007000 per kWh

Section 500.1.21 above and all references will be removed effective September 30, 2023.

500.1.21 DUAL FEED RIDER

APPLICABILITY

This charge may be applicable to any member with non-standard facilities requesting dual feed service which requires the reservation of electrical capacity on an additional electrical distribution feeder.

PURPOSE

This charge recovers the cost associated with the maintenance and operations of the electric distribution infrastructure and other related costs, excluding local facilities, for the reserved capacity on an additional electrical distribution feeder.

CONDITIONS

A member requesting dual feed service through an automatic transfer will be billed the Reserve Capacity Charge. Per Section 400.9~~400.9~~ Non-Standard Delivery Service and Facilities, Members requesting non-standard facilities will be responsible for all costs associated with the engineering, installation, maintenance, and material costs required to provide and maintain the non-standard facilities.

RATE

This monthly charge will be billed per kilowatt (kW) and determined using the highest annual non-coincidental peak demand measured on an hourly interval basis. The demand will remain unchanged for a 12-month period and adjusted upon review annually.

The monthly charge is:

$5.20 per kW

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500.2 RATE SCHEDULES

500.2.1 RESIDENTIAL, FARM AND RANCH SERVICE

500.2.1.1 RESIDENTIAL, FARM AND RANCH SERVICE

APPLICABILITY

This schedule applies to Members receiving distribution service in locations built to serve as and are currently serving as an Individual Private Dwelling or Multi-Family Dwelling and their facilities, or facilities used for small-scale agricultural purposes such as water wells. If the location is being used for commercial purposes, PEC may change the member's rate to the appropriate non-residential service rate.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 22.50	meter	month
Delivery Charge	$ 0.028405	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3~~500.1.7.1~~	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2 NON-RESIDENTIAL SERVICE

500.2.2.1 SMALL POWER SERVICE

APPLICABILITY

This schedule applies to distribution service locations built for commercial purposes with a rolling twelve (12) month average maximum demand below fifty (50) kW. The maximum demand will be captured during the hourly interval within the monthly billing cycle with the highest demand. If a Member's maximum monthly demand is fifty (50) kW or greater in any rolling twelve (12) month period, then the Cooperative may re-classify the Member as Large Power Service for a period of at least twelve (12) months or until the rolling twelve (12) month average demand is below fifty (50) kW.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	meter	month
Delivery Charge	$ 0.021977	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3~~500.1.7.1~~	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.2 LARGE POWER SERVICE

APPLICABILITY

This schedule applies to distribution service locations with a rolling twelve (12) month average demand of fifty (50) kW or greater, and who is not covered by another rate schedule. The maximum demand will be captured during the hourly interval within the monthly billing cycle with the highest demand. If a Member's maximum monthly demand is below fifty (50) kW in any rolling twelve (12) month period, then the Cooperative may re-classify the Member as Small Power Service for a period of at least twelve (12) months or until the rolling twelve (12) month average demand is fifty (50) kW or greater.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 150.00	meter	month
Peak Demand Charge	$ 6.74	kW	Peak Demand
Base Power Charge	Per Section 500.1.7.4~~500.1.7.2~~	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.3 INDUSTRIAL POWER SERVICE

APPLICABILITY

This schedule applies to Members whose service level is not classified as Secondary, Primary, or Transmission level and whose uses are not covered by another specific rate schedule.

This schedule is not available to new Members or Applicants effective March 1, 2021.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 1,000.00	meter	month
Capacity Demand Charge	$ 0.580000	kW	Capacity Demand
Base Power Charge	See Below	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand

Base Power Charge: The cost of power to serve the Member, including capacity, ancillary services, delivery, energy, and fuel charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. These costs will be a direct pass through from the wholesale provider provided that the Member's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Member's power cost at the wholesale supplier's metering point to the Cooperative.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.4 TRANSMISSION LEVEL SERVICE

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APPLICABILITY

This schedule applies to Members receiving power at transmission level voltage (sixty (60) KV or above).

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 1,000.00	meter	month
Base Power Charge	See Below	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand

Base Power Charge: The cost of power to serve the Member, including capacity, ancillary services, delivery, energy, and fuel charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. These costs will be a direct pass through from the wholesale provider provided that the Member's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Member's power cost at the wholesale supplier's metering point to the Cooperative.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.2.2.5 ELECTRIC VEHICLE PUBLIC CHARGE STATION RATE

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APPLICABILITY

The rate is applicable to a Member or non-Member receiving electric service through a public electric vehicle charging station connected to the Cooperative's Delivery System and owned and/or operated by the Cooperative.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Ten percent (10%)	n/a	total charges
Delivery Charge	Per Section 500.2.1.1	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.4~~500.1.7.2~~	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: The charge will be ten percent (10%) of the total cost per kWh calculated on the sum of the Delivery, TCOS, and Base Power Charges as described in this section.

The total cost per kWh will be the sum of the above charges. Charges may be subject to rounding as required by the billing software provider.

500.3 RATE PROGRAMS

500.3.1 INTERCONNECT RATE

APPLICABILITY

This program applies to Residential and Small Power Service Members with a Distributed Generation system that is less than fifty (50) kW AC of capacity. The Member must have an approved Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

RATE

Service will be measured through a single meter, with two (2) registers measuring Delivered Energy and Received Energy. Delivered Energy will determine the charges for energy consumption. Received Energy will determine the credit for surplus energy generated by the member.

MONTHLY RATE

The following charges may apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per applicable rate schedule	meter	month
Delivery Charge	Per applicable rate schedule	kWh	Delivered Energy
Base Power Charge	Flat Base Power, per Section 500.1.7.3~~500.1.7.1~~	kWh	Delivered Energy
Sustainable Power Credit	Per Section 500.1.12	kWh	Received Energy
TCOS Pass Through Charge	Per applicable rate schedule	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per applicable rate schedule	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.2 INTERCONNECT WHOLESALE ENERGY RATE

APPLICABILITY

This program applies to Large Power Members with a DG system or any member with DG system that is fifty (50) kW AC or greater of capacity. The Member must have an approved Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per Section 500.2.2.2	meter	month
Peak Demand Charge	Per Section 500.2.2.2	kW	Peak Demand
Base Power Charge	Per Section 500.2.2.2	kWh	Delivered Energy
Wholesale Energy Credit	Per Section 500.1.13	kWh	Received Energy
TCOS Pass Through Charge	Per Section 500.2.2.2	kW	4CP Demand
Temporary Winter Storm Surcharge	Per Section 500.2.2.2	kWh	Delivered Energy

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.3 COMMUNITY SOLAR RATE

APPLICABILITY

This program applies to all rate classes except Industrial Power Service, Transmission Service, Large Power Service, and Unmetered Device Service rates. Additionally, this Rate is not applicable to accounts enrolled in Time-of-Use Base Power Charge, Interconnect, or Interconnect Wholesale Energy Rates.

CONDITIONS

1. The Community Solar Rate is available to any eligible Member provided that Member completes an enrollment application for the Community Solar Rate.

2. The allocation of available Community Solar Energy Units (as defined below) will be assigned to applicants on a first-come, first-served basis as determined by the date and time of application submission.

3. Each Member's assigned Community Solar Energy Units will be no greater than the Member's average monthly energy usage during the previous twelve (12) month period, divided by one hundred (100), and rounded up to the next whole number. If Member does not have a twelve (12) month energy usage history, then an estimated monthly average energy usage will be determined based on the information provided in the Member's application.

4. Member acknowledges that the Solar Energy (as defined below) is not a fixed amount and may vary monthly depending on total Community Solar generation. Member acknowledges Community Solar generation is intermittent in nature and the amount of energy produced varies from moment to moment depending on many factors including the time of the year, the time of the day, and the weather. As a result, the Cooperative cannot guarantee the actual amount of Solar Energy.

5. Member agrees to a recurring twenty-four (24) month enrollment commitment with an automatic renewal every twenty-four (24) months until Member submits a request to terminate enrollment no later than thirty (30) calendar days prior to the end of the commitment period. Any modifications to enrollment status will be effective at the beginning of the Member's next billing cycle.

6. Cooperative will monitor and administer the Community Solar Rate and from time to time will inspect the effectiveness of the Community Solar Rate.

7. Cooperative may elect to reduce a Member's assigned Community Solar Energy Units, with notice to Member, if Member's Solar Energy is over one-hundred and ten percent (110%) of the Member's monthly average energy usage during a rolling twelve (12) month period.

BILLING DETERMINANTS

Community Solar Energy Units – A Community Solar Energy Unit represents a portion of the Community Solar generation, assigned to the Member.

Unit Energy Allocation – The Unit Energy Allocation (kWh) is the energy for each Community Solar Energy Unit assigned to the Member on a monthly basis. The Unit Energy Allocation will be based on the monthly total Community Solar generation divided by the number of Community Solar Energy Units assigned to Members enrolled on the Community Solar Rate. The Unit Energy Allocation will be equivalent to no more than one hundred (100) kWh.

Solar Received – The monthly energy that corresponds to each Member from Community Solar generation. The Solar Energy will be determined by multiplying the Member's Community Solar Energy Units by the monthly Unit Energy Allocation.
Net Energy – The Net Energy (kWh) will be calculated by subtracting the Solar Energy from the Delivered Energy on a monthly basis. If Solar Energy is greater than Delivered Energy, then the Solar Energy will be adjusted to equal the Delivered Energy, and Net Energy will be zero (0). The Net Energy will never be negative regardless of the Member's Community Solar Energy Units.

MONTHLY RATE
The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	Per applicable rate schedule	meter	month
Delivery Charge	Per applicable rate schedule	kWh	Delivered Energy
Peak Demand Charge	Per applicable rate schedule	kW	Peak Demand
Base Power Charge	Flat Base Power, per Section 500.1.7	kWh	Net Energy
Community Solar Base Power Charge	$ 0.061080	kWh	Solar Received
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Solar Transmission Cost Adjustment	Per Section 500.1.9	kWh	Solar Received
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

TCOS Pass Through Charge –The TCOS charge will apply to Delivered Energy for Members as per the applicable tariff in Section 500.1.8.1. Transmission Cost of Service (TCOS) Pass Through Charge~~Transmission Cost of Service (TCOS) Pass Through Charge~~.

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Solar Transmission Cost Adjustment – The STCA credit will apply to Solar Energy received by Members as per the applicable tariff in Section 500.1.9, Community Solar Transmission Cost Adjustment~~Community Solar Transmission Cost Adjustment~~.

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Community Solar Base Power Charge – The Community Solar Base Power Charge will recover the actual cost of power purchased for Community Solar generation and other costs incurred in connection with solar generation. The Community Solar Base Power Charge will apply to Solar Energy. The Cooperative Solar Base Power Charge is $0.061080 per kWh.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.4 MILITARY BASE DISCOUNT

APPLICABILITY
The discount will be applicable in conjunction with the Member's rate schedule to any military base that the Cooperative serves, as required by the Texas Utilities Code. Sec. 36.354. The provisions of the applicable rate schedule are modified only as shown herein.

MONTHLY RATE
The amount due to the Cooperative will be reduced by twenty percent (20%), except for the Base Power and TCOS charges applicable to the Member, and excluding any adjustment factors, cost recovery factors, specific facilities charges, and service fees, as per the Member's rate schedule.

500.3.5 ECONOMIC DEVELOPMENT DISCOUNT

PURPOSE

To encourage economic development, provide economic stimulus, and increase the competitiveness of communities in their economic development pursuits within the Lower Colorado River Authority (LCRA) service territory, the Cooperative will pass through an Economic Development Discount (EDD) available through the LCRA to qualifying Members.

APPLICABILITY

Subject to the conditions listed and confirmation of availability from LCRA, this discount applies to Large Power Service, Transmission Level Service, and Industrial Power Service Members with minimum LCRA supplied energy usage of two million two hundred thousand (2,200,000) kWh to a single site in the LCRA service territory.

CONDITIONS

To be eligible to receive an EDD, a Large Power Service, Transmission Level Service, or Industrial Level Service Member must meet the following requirements:

1. Member must have added a new location for electric service within LCRA's service territory or expanded an existing location for electric service with addition of a new metering point within the LCRA's service territory;

2. Service location must have appropriate metering equipment to record actual energy consumption;

3. Member must have received economic development assistance, including but not limited to, tax incentives or grants, from cities, counties or other regional entities (Member must provide executed agreements that address various economic impact metrics such as job creation and investment requirements); and

4. Member must enter into a five (5) year agreement with the Cooperative in a form approved by the Cooperative, which may include, among other provisions, terms regarding minimum load requirements, purchase power requirements, metering data submission, economic impact reporting, and repayment provisions for failure to meet conditions of discount.

RATE

After the first year of Member's minimum annual usage of two million two hundred thousand (2,200,000) kWh served by the Cooperative through energy purchases from the LCRA at a single site within the LCRA service territory, and each year thereafter for no more than three (3) years, the discount will apply to reduce the Cooperative's total costs for providing service to the new service location in the amounts and terms described in an agreement entered into between the Cooperative and the Member. The amount of the EDD for the Member will be equivalent to the reduction that the Cooperative receives from LCRA minus any associated cost of implementation.

AVAILABILITY

The discount will be available to applicable Members for no more than three (3) years.

500.3.6 UNMETERED DEVICE SERVICE

APPLICABILITY

This schedule applies to Members requesting Unmetered Service to lighting and non-lighting related devices owned, operated, and maintained by the Member or the Cooperative. Devices may not have a maximum power requirement of more than five hundred (500) watts.

CONDITIONS
To qualify for this service, the Member must comply with the following provisions:

1. Member must provide the technical specifications and location of device(s) installed;

2. Member must provide notice of any new device(s) installed or changes to approved devices by the Member within 48 hours of installation;

3. A maximum of one-hundred and fifty (150) individual devices can be aggregated to a single account; and

4. All approved devices must be located within the same municipality for the assessment of any municipal franchise fee, if applicable.

UNAUTHORIZED DEVICES
Failure by Member to notify the Cooperative of any new devices may result in the Cooperative's refusal to continue service.

If the Cooperative discovers any new and unauthorized devices installed by the Member, the Cooperative may make a billing adjustment to account for six (6) months of energy consumption for each unauthorized device.

If the Cooperative discovers any changes to authorized devices, such as a change in the device's category, already installed by the Member, the Cooperative will make a billing adjustment to account for the difference in energy consumption between the billed device and the unauthorized device for six (6) months of energy consumption for each unauthorized device.

500.3.6.1 UNMETERED LIGHTING DEVICE SERVICE

BILLING DETERMINANTS
The Cooperative will place each lighting device in the categories below. Monthly consumption is based on a fifty (50) percent load factor.

Lighting Device Category and Monthly Energy Consumption		
Device Type LA	1 – 50 watts	18 kWh
Device Type LB	51 – 100 watts	37 kWh
Device Type LC	101 – 150 watts	55 kWh
Device Type LD	151 – 200 watts	73 kWh
Device Type LE	201 – 250 watts	91 kWh

MONTHLY RATE
The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	account	month
Delivery Charge	$ 0.021977	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3~~500.1.7.1~~	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: This charge is applicable if devices are not already included on a bill with a metered account. Otherwise, the account will be billed per this rate schedule.

The charge per lamp above is the monthly energy (kWh) multiplied by the calculated sum of the Delivery Charge and the Base Power Charge as described in this section.

Members with Cooperative-owned devices will be billed a lamp charge per Section 500.1.16, Cooperative Owned Lamp Charge~~Cooperative Owned Lamp Charge~~.

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The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.3.6.2 UNMETERED NON-LIGHTING DEVICE SERVICE

BILLING DETERMINANTS

The Cooperative will place each non-lighting device in the categories below. Monthly consumption is based on a one hundred (100) percent load factor.

Non-Lighting Device Category and Monthly Energy Consumption		
Device Type A	1 – 100 watts	73 kWh
Device Type B	101 – 200 watts	146 kWh
Device Type C	201 – 300 watts	219 kWh
Device Type D	301 – 400 watts	292 kWh
Device Type E	401 – 500 watts	365 kWh

MONTHLY RATE

The following charges will apply:

Charges:	Amount:	Unit:	Billing Determinant:
Service Availability Charge	$ 37.50	account	month
Delivery Charge	$ 0.010988	kWh	Delivered Energy
Base Power Charge	Per Section 500.1.7.3~~500.1.7.1~~	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy
Temporary Winter Storm Surcharge	Per Section 500.1.20	kWh	Delivered Energy

Service Availability Charge: This charge is applicable if devices are not included on a bill with a metered account. Otherwise, the account will be billed per the applicable rate schedule.

The charge per device above is the monthly kWh multiplied by the calculated sum of the Delivery Charge, TCOS Charge, and the Base Power Charge as described in this section.

The monthly bill will be the sum of the above charges plus any applicable fees, taxes, discounts, credits, or adjustments.

500.4 FEE SCHEDULE

FEE	AMOUNT	SECTION
Open Records Fee – Staff research time	$ 40.00 per hour	300.4
Open Records Fee – Copies	$ 0.25 cents per page for any pages in excess of 10 pages	300.4
Open Records Fee – Other materials and services not included in research time and copies.	Actual cost	300.4
Subpoena Response Service Fee	$ 40.00 / hour	300.4.1
Easement Release Fee	$ 100.00	300.4.2
Membership Fee	$ 50.00	300.8.1
Establishment/Transfer Fee	$ 50.00	300.8.2
Same Day Service Fee	$ 125.00 – (8 AM to 5 PM on Business Days) $ 175.00 – All other times	300.9.3
Late Payment Processing Fee	10 percent of unpaid amount	300.11.4
Non-Payment Disconnect/Reconnect Fee	$ 75.00	300.11.9
Loan Late Fee	The greater of $ 7.50 or 7 percent	300.11.5
Return Check/Denied Bank Draft Fee	$ 30.00	300.11.6
Meter Test Fee	$ 100.00	300.13.4
Advanced Metering Opt Out Program – Meter Exchange Fee	$ 150.00	300.13.6
Advanced Meter Opt Out Program – Non-Payment Disconnect/Reconnect Fee	$ 200.00	300.13.6
Advanced Metering Opt Out Program – Meter Reading Fee	$ 30.00, additional $ 3.50 / mile charge for service locations further than thirty (30) miles from nearest area office	300.13.6
Meter Tampering Fee	$ 500.00	300.13.7
System Impact Fee	$ 200.00	400.15
Planning Redesign Fee	$ 500.00 or actual cost, whichever greater	400.16

FEE	AMOUNT	SECTION
After Hours Service Fee	At cost	400.17
Miscellaneous Trip Fee	$ 100.00	400.18
Franchise Fee	Varies depending on the municipality	500.1.14
Distributed Generation Interconnection Transfer Fee	$ 150.00	600.4
Distributed Generation Interconnection, 50 kW and under		
Application and Engineering Study Fee	$ 250.00	600.4
Interconnect Agreement and Inspection Fee	$ 250.00	600.4
Distributed Generation Interconnection, greater than 50 kW		
Application Fee	$ 150.00	600.4
Interconnect Agreement and Inspection Fee	$ 250.00	600.4
Engineering Study Fee	At cost	600.5

600 INTERCONNECTION POLICY

600.1 GENERAL

This Policy applies to the installation and parallel operation of Member owned Distributed Generation (DG).

While not regulated by the Commission on this subject, the Cooperative adopts as its requirements for safety, reliability, and operational rule the Commission's Substantive Rule 25.212 "Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation" as may be amended from time to time as the Cooperative's interconnection, operational, safety, and reliability rules, except for any portions of the substantive rule which refer to the Commission's form of an Interconnection Agreement or Tariff as may be amended from time to time. Should any provision of the adopted substantive rule and this Policy conflict, this Policy will control.

600.2 LIMITATIONS WITH REGARD TO METERS AND FACILITIES

A Member may serve all load behind the meter at the location of the interconnecting DG facility but will not be allowed to serve multiple meters, multiple consuming facilities or multiple Members with a single DG facility or under a single DG application.

600.3 COMPLIANCE WITH ALL LAWS, REGULATIONS, AND STANDARDS

A Member requesting to interconnect a DG facility to the Cooperative's Delivery System is responsible for and must follow, in addition to all provisions of this Policy, the Cooperative's Tariff and Business Rules, the policies and procedures of the Cooperative's power supplier where applicable, the policies and procedures of the interconnecting transmission provider where applicable, the rules and regulations of ERCOT and the Commission where applicable, the current IEEE 1547 Standard Guide for Distributed Generation Interconnection, other applicable IEEE standards, applicable ANSI standards, including ANSI C84.1 Range A and any other applicable governmental and regulatory laws, rules, ordinances or requirements. All legal, technical, financial, or other requirements in the following sections of this Policy must be met prior to interconnection of the DG facility to the Cooperative's system.

600.4 MEMBER REQUIREMENTS

APPLY FOR DG SERVICE

To begin the process of interconnecting a DG facility to the Cooperative's Delivery System, a Member must complete and submit an Application for Interconnection and Parallel Operation of Distributed Generation (DG), Section 700.5.

APPLICATION AND ENGINEERING STUDY FEES

At the time of application for DG service, the Member will pay a refundable application and engineering study fee. The application and engineering study fee will recover the cost for the Cooperative to complete all work required to facilitate the Member's DG service prior to execution of an interconnect agreement, including an engineering study for DG interconnections under 50 kW AC. This fee may be refunded in the case that an Applicant's costs to interconnect a DG system would require Cooperative Delivery System upgrades as per the Line Extension Policy, Section 400. For DG interconnections greater than 50 kW AC, the cost of the engineering study is not included in the application fee, therefore the Applicant will be billed separately at cost. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

EXECUTE AN INTERCONNECT AGREEMENT

To interconnect a DG facility to the Cooperative's Delivery System, a Member must complete, submit, and have approved by the Cooperative an Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6.

PAY INTERCONNECT AGREEMENT AND INSPECTION FEES

The Member will pay a non-refundable interconnect agreement and inspection fee if executing an Interconnection Agreement for Parallel Operation of Distributed Generation (DG), Section 700.6. The interconnect agreement and inspection fee covers the cost for the Cooperative to complete all work required to facilitate the Member's DG service with the exception of any work required in the application

process covered by the application fees or by Section 400.14, Service Upgrades to Existing Cooperative Facilities~~Service Upgrades to Existing Cooperative Facilities~~. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

DISTRIBUTED GENERATION INTERCONNECTION TRANSFER FEE
A member moving into an existing interconnect location with intent to generate will be required to establish a new Interconnect Agreement with the Cooperative and pay the DG Interconnection Transfer Fee. All fee amounts are per Section 500.4, Fee Schedule~~Fee Schedule~~.

600.5 COOPERATIVE REVIEW OF PROPOSED DG FACILITY

ENGINEERING STUDIES AND STUDY FEES
The Cooperative will conduct an engineering study, service study, coordination study and/or utility system impact study prior to interconnection of a DG facility. The scope of any such studies will be based on the characteristics of the particular DG facility to be interconnected and the Cooperative's Delivery System at the proposed location. Studies may be conducted by a qualified third party. For DG facilities greater than 50 kW AC, an estimate of the engineering study cost and an estimate of the time required to complete the study will be provided to the Member in advance as part of the application fees. If the cost of the study is in excess of the estimate the member will be required to pay actual cost in full.

LIABILITY
The Cooperative intends the review process and any inspections as a means to safeguard the Cooperative's facilities and personnel. The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative will not impose any liability on the Cooperative and does not guarantee the adequacy of the Member's equipment or DG facility to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such DG installations.

SYSTEM UPGRADES AND MODIFICATIONS TO COOPERATIVE FACILITY
If interconnection of a particular DG facility will require material capital upgrades to the Cooperative' Delivery System as determined by the engineering study, the Cooperative will provide the Member with an estimate of the schedule and Member's cost for the upgrade. If the Member desires to proceed with the upgrade, the Member will be responsible for all costs associated with the upgrade in accordance with Section 400.14, Service Upgrades to Existing Cooperative Facilities~~Service Upgrades to Existing Cooperative Facilities~~.

GENERAL SAFETY AND RELIABILITY
The Cooperative reserves the right to require additional safety, reliability and/or operational equipment and/or measures beyond that required by the referenced Substantive Rule where its engineering study determines that such equipment and/or operational measures are required. In such cases, the Member will be responsible for the cost of such equipment and/or operational measures.

DG FACILITY ACCESS
The Cooperative has the right to access the area where the disconnect switch for the DG facility is installed for purposes of testing and/or operating the disconnect switch. Such entry onto the Member's property may be without notice.

If the Member erects or maintains locked gates or other barriers, the Member will furnish the Cooperative with convenient means to circumvent the barrier for full access.

METERING
The Member location will be metered in accordance with Section 300.13, Measurement and Metering of Service. Depending on the size and registration status of the DG facility with ERCOT additional meter requirements may be necessary.

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700 APPENDICES

700.1 MEMBERSHIP APPLICATION AND CERTIFICATE

MEMBERSHIP APPLICATION AND CERTIFICATE

I apply for membership in Pedernales Electric Cooperative, Inc. I agree to be connected to and receive service from the Cooperative's electric distribution system. I agree to pay for Cooperative services and abide by the Cooperative's Bylaws, Tariff, policies, and procedures. I authorize agents of the Cooperative to enter and will allow easy access to my property to repair and maintain lines or equipment or for any other purpose necessary to provide services and conduct business.

Date: _____ Account number: _____

Name and address of applicant:

_____

_____

_____

_____

Phone: _____ Alternate phone: _____

Location description:

_____

_____

_____

_____

I understand that Pedernales Electric Cooperative requires one (1) refundable membership fee per member. The membership fee will be applied as a credit to the bill when all accounts are closed.

This certifies the applicant is a member of Pedernales Electric Cooperative, Inc.

700.2 RESIDENTIAL LETTER OF GUARANTEE

PEC COPY – RETURN TO:
P.O. BOX 1, Johnson City, TX 78636

RESIDENTIAL LETTER OF GUARANTEE

(Waiver of Deposit agreement)

In order that Pedernales Electric Cooperative, Inc. ("PEC"), waive a cash deposit for securing payment of electric bill for:

Applicant Name: _____

I, (Guarantor Name): _____

Agree to pay an amount not to exceed one hundred and fifty dollars ($150.00).
I UNDERSTAND BY SIGNING THIS AGREEMENT THAT:

1. A credit risk assessment on the Guarantor may be conducted by PEC or on its behalf.
2. The amount of liability for Guarantor toward payment of Member's unpaid final bill will not exceed one hundred and fifty dollars ($150.00).
3. This Agreement transfers with the Member/Guarantor, should either party change his or her service address and continue to receive electric service from PEC.
4. This guaranty will terminate automatically when the Member has paid his or her bills for twelve (12) consecutive months without service being disconnected for nonpayment, without having more than one (1) late payment, and without having more than one (1) returned item.
5. **If Member fails to pay the final bill within sixteen (16) days after the final due date, the Guarantor's electric account may be charged an amount not to exceed one hundred and fifty dollars ($150.00). If this amount is not paid or arrangements not made for payment, Guarantor's own electric service may be disconnected.**

Member name: _____	Guarantor: _____
Member signature: _____	Guarantor signature: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Phone: _____	Phone: _____
Date: _____	Date: _____
Account number: _____	Account number: _____
Amount: _____	

Appearing the Guarantor, _____ , subscribed and sworn

before me this _____ day of _____ , 20 ____ .

(NOTARY SEAL)

Notary public signature:

_____

_____

Pedernales Electric Cooperative, Inc.
Residential Letter of Guarantee - PEC copy
Pedernales Electric Cooperative, Inc.

GUARANTOR COPY

RESIDENTIAL LETTER OF GUARANTEE

(Waiver of Deposit agreement)

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Applicant Name: _____

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2. The amount of liability for Guarantor toward payment of Member's unpaid final bill will not exceed one hundred and fifty dollars ($150.00).
3. This Agreement transfers with the Member/Guarantor, should either party change his or her service address and continue to receive electric service from PEC.
4. This guaranty will terminate automatically when the Member has paid his or her bills for twelve (12) consecutive months without service being disconnected for nonpayment, without having more than one (1) late payment, and without having more than one (1) returned item.
5. **If Member fails to pay the final bill within sixteen (16) days after the final due date, the Guarantor's electric account may be charged an amount not to exceed one hundred and fifty dollars ($150.00). If this amount is not paid or arrangements not made for payment, Guarantor's own electric service may be disconnected.**

Member name: _____
Member signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____
Amount: _____

Guarantor: _____
Guarantor signature: _____
Address: _____
City, State, Zip: _____
Phone: _____
Date: _____
Account number: _____

Appearing the Guarantor, _____ , subscribed and sworn

before me this _____ day of _____ , 20 _____ .

(NOTARY SEAL)

Notary public signature: _____

Pedernales Electric Cooperative, Inc.
Residential Letter of Guarantee - Guarantor copy

700.3 PREPAID PAYMENT OPTION MEMBER AGREEMENT

PRE-PAID PAYMENT OPTION MEMBER AGREEMENT

Pedernales Electric Cooperative, Inc. ("PEC") is pleased to offer the Pre-paid Payment Option to eligible members. This payment option allows you to manage your electric usage and payments towards your electric bill. With this payment option, each day, PEC will bill you for your previous day's usage and deduct the bill amount from the credit on your account. Daily balances are available for review at pec.coop/PayNow, SmartHub, or by phone. PEC will send you notices by phone, text, or email reflecting your balance. If you have an existing deposit on your account, PEC will retain $50 of that deposit and apply the remaining amount to your pre-paid balance.

ELIGIBLE MEMBERS MUST:

- Have a twenty five dollar ($25) pre-paid credit balance to set up the account
- Keep a credit balance on the account at all times

OTHER PROGRAM INFORMATION:

- Pre-paid accounts are not eligible for the following services and rates:
  - Deferred Payment Arrangement, Budget Billing, Automatic Payment Plan
  - Time of Use, Interconnections, or Cooperative Solar rates
  - Medical Necessity Registry, Advanced Meter Opt Out Program, or with three-phase service
- No deposit based on credit worthiness is required for Pre-paid Payment Option accounts
- Make payments via the SmartHub app, online, by phone, at kiosks, by mail, or in person
- Existing balances must be cleared or a payment arrangement must be scheduled prior to enrollment:
  - Fifty percent (50%) of every payment will be applied to the outstanding balance.
  - The remaining fifty percent (50%) will be applied to the pre-paid account balance until the outstanding balance is paid in full
- Members are responsible for setting up personalized notifications via SmartHub
- If service is disconnected for lack of pre-paid funds, the unpaid balance will be due along with a twenty five dollar ($25) credit balance to reinstate electric service

PRE-PAID PAYMENT OPTION MEMBER AGREEMENT - CONTINUED

MEMBER:

1. I request that my account be added to the Pre-paid Payment Option. I agree to abide by the Tariff and Business Rules (Section 300.11.3.1) governing the Pre-paid Payment Option.
2. I consent to electronic notifications by electronic mail, text, or by phone regarding the Pre-paid Payment Option, including notifications regarding balances. PEC will send notice either by email or text when the balance is at ten dollars ($10) or less. You may elect to receive additional alerts by through your SmartHub account. I understand that it is my responsibility to immediately notify PEC of any changes to my contact information.
3. The continuation of electric service depends on your prepaying for service on a timely basis and once the fund balance on the electric account is depleted to zero dollars ($0), a notification will be sent, and service is subject to disconnection. The daily base rate will continue to accumulate even if no energy consumption occurs.
4. Member assumes all liability for and holds harmless PEC, its directors, officers, employees, and agents for any and all damages of every kind resulting from my participation in the Pre-paid Payment Option including, without limitation, automatic disconnection or reconnection of service.
5. I understand that at any time, I may elect to discontinue the Pre-paid Payment Option and resume standard billing. At that time, PEC will require full payment of any outstanding balance and may require a deposit.
6. Member acknowledges and agrees to the terms and conditions described herein.

Member name: _____ Date: _____

Account: _____ Phone: _____

Email: _____

700.4 MEDICAL NECESSITY PROGRAM APPLICATION

MEDICAL NECESSITY PROGRAM APPLICATION

IMPORTANT INFORMATION:

- This application must be completed to obtain Chronic or Critical Care designation with Pedernales Electric Cooperative, Inc. ("PEC").
- This application will not be processed if incomplete, unreadable, or improperly submitted. All information is required, unless otherwise indicated.
- Submission of this application does not automatically result in Chronic or Critical Care designation.
- Members will be notified upon approval and when the designation is due for renewal.
- Pursuant to the Tariff and Business Rules of PEC, designation as a Chronic or Critical Care residential member does not relieve a member of the obligation to pay for electric service, and service may be disconnected for failure to pay.
- Chronic or Critical Care designation does not guarantee continuous electric power. If electricity is a necessity to sustain life, you must make other arrangements for on-site back-up capabilities or other alternatives in the event of power loss.
- It is important that we have the most current phone number and mailing address on record. Members who have registered their PEC account(s) online may also receive notifications via the registration email address.
- More information may be found on this Program in the "Medical Necessity Program" section of the PEC Tariff and Business Rules.

INSTRUCTIONS FOR MEDICAL NECESSITY PROGRAM APPLICATION:

MEMBER: Complete Part 1 of application and provide to patient's physician to complete
PHYSICIAN: Complete Part 2 of application
MEMBER: Return signed application to any PEC office or via email, fax, or mail

Office locations: Visit pec.coop/locations

Email: medical@peci.com

Fax: 830-868-4956
Attn: Medical Necessity Program

Mail: Pedernales Electric Cooperative, Inc.
Attn: Medical Necessity Program
P.O. Box 1
Johnson City, Texas 78636

MEDICAL NECESSITY PROGRAM APPLICATION - CONTINUED

PART 1: COMPLETED BY THE MEMBER - ALL INFORMATION IS REQUIRED

Member name on PEC account: _____

Patient name: _____

(Name of Patient living permanently at the Service Location who requires chronic condition or critical designation pursuant to PEC's Tariff and Business Rules. The Patient may be the same person as the Member.)

Account number on your PEC bill: _____ Generator? _____

Service location on your PEC bill: _____

City: _____ State: _____ Zip: _____

Mailing address on your PEC bill: _____

City: _____ State: _____ Zip: _____

Member primary phone: _____ Alternate phone (if any): _____

Emergency (Secondary) Contact Information (Your application will be rejected unless you include an Emergency Contact name or insert "I choose not to provide an Emergency Contact name." Failure to include an Emergency Contact may result in disconnection of your electric service without notice if PEC is unable to contact you.

Emergency contact: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Primary phone: _____ Alternate phone (if any): _____

MEMBER – I have read and understood PEC's information on the Medical Necessity Program and certify that the information provided on this application is correct. I understand the information may also be used to determine whether I am eligible for additional notices relating to my electric service. I agree to be contacted by telephone at the phone numbers listed above with respect to the Medical Necessity Program. Pedernales Electric Cooperative, Inc. is not liable for delayed or undelivered notifications.

PATIENT/PATIENTS GUARDIAN, PARENT, OR MANAGING CONSERVATOR – I have read and understood the information on the Medical Necessity Program and certify that the information provided in this application about me (or the patient) is correct. I agree to the release of the information on this form concerning my (or the patient's) medical condition for the purposes stated on this application.

MEDICAL NECESSITY PROGRAM APPLICATION - CONTINUED

PART 2: COMPLETED BY THE PATIENT'S PHYSCIAN – ALL INFORMATION IS REQUIRED

CHRONIC CONDITION:	**YES**	**NO**
The patient has a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent impairment of a major life function through a significant deterioration or exacerbation of the person's medical condidtion.	☐	☐
If yes to the above, has the medical condition been diagnosed as a life-long condition?	☐	☐

OR

CRITICAL CARE CONDITION:	**YES**	**NO**
The patient is dependent upon an electric-powered medical device to sustain life.	☐	☐
If yes to the above, has the medical condition been diagnosed as a life-long condition?	☐	☐

Physician name (please print): _____

Texas Medical Board License number: _____

Phone: _____

Physician signature: _____

700.5 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

Name (First): _____

Name (Last): _____

Organization (if applicable): _____

PEC account number: _____

PEC meter number: _____

Member phone: _____

Member email: _____

Installation address: _____

Installer's name: _____

Installer's phone: _____

Installer's email: _____

Distributed generator details:

Fuel or energy source (solar, etc.): _____

Nameplate rating (kW-DC): _____

Nameplate output rating (kW-AC): _____

Operating voltage (volts): _____

Connection (phase): _____

Equipment manufacturer: _____

Power factor: _____

Frequency: _____

APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

Battery storage system? ☐ **Yes** ☐ **No**

If answering Yes to battery storage system, than complete the next set of questions:

Nameplate rating (kW-DC): _____

Nameplate output rating (kW-AC): _____

Location of facility: _____

Installer's name: _____

Installer's phone: _____

Installer's email: _____

By submitting to PEC, the Member authorizes PEC to discuss this application with the installer listed herein and such other persons necessary to process this Application including, but not limited to, any electrical contractor or consultant for the project.

700.6 INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG)

THIS AGREEMENT (the "Agreement") made this _____ day of _____ by and between _____, hereinafter referred to as the "Member", and PEDERNALES ELECTRIC COOPERATIVE, INC., hereinafter referred to as the "Cooperative", is as follows:

Member owns or intends to own and/or operate an electric power generating installation, at the service location below, and desires to interconnect and operate such installation in parallel with the Cooperative's electric distribution system. This Agreement defines the requirements and responsibilities of the Member including terms affecting delivery and sale of electricity as well as conditions required for parallel operating distributed generation. Parallel operation and sales of electricity will be governed by the Cooperative's Tariff and Business Rules including any and all amendments that may hereafter be approved by the PEC Board of Directors.

Account number: _____

Member name: _____

Service location: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **SCOPE OF AGREEMENT.** This Agreement is applicable to conditions under which Cooperative and Member agree that one or more generating facility or facilities, interconnecting at a single point, of ten (10) megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facility") may be interconnected to Cooperative's facilities, as described in Exhibit A.

2. **ESTABLISHMENT OF POINT(S) OF INTERCONNECTION.** The Cooperative and the Member agree to interconnect the Facility at the Point of Interconnection in accordance with the Cooperative's Tariff and Business Rules.

3. **RESPONSIBILITIES OF COOPERATIVE AND MEMBER.** While the Cooperative is not regulated in this matter by the Public Utility Commission of Texas, the Cooperative has adopted as its requirements for safety, reliability, and operational rule the Commission's Substantive Rule 25.212 "Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation" hereinafter referred to as the "Rules." Member shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for the Facility specified on Exhibit A. Member shall conduct its operations of the Facility in compliance with all aspects of the Rules. Maintenance of the Facility shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Member agrees to cause the Facility to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

   Member covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, the Facility on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the Facility of one Party, affecting or impairing the Facility of the other

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

Party, or other Facility with which Cooperative is interconnected.

The Cooperative shall notify Member if there is evidence that operation of the Facility causes disruption or deterioration of service to other utility Members or if the operation of Facility causes damage to the Cooperative's facility or other Facility with which the Cooperative is interconnected. Member shall work promptly to resolve the problem.

Member shall notify the Cooperative of any emergency or hazardous condition or occurrence with the Facility which could affect safe operation of Cooperative's facility or other Facility with which Cooperative is interconnected.

Member shall provide Cooperative at least fourteen (14) Business Days' written notice of a change in ownership; any circumstances necessitating a change in the person who is the Member; or cessation of operations of one or more Facility. Upon notice by Member of circumstances necessitating a change in the person who is the Member, the Cooperative shall undertake in a reasonably expeditious manner entry of a new Agreement with the change in person who is the Member.

4. **RIGHT OF ACCESS, EQUIPMENT INSTALLATION, REMOVAL & INSPECTION.** Upon reasonable notice, the Cooperative will send a qualified person to the premises where the Facility is located to inspect the interconnection before the Facility first produces energy. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Cooperative shall have access to the premises where the Facility is located for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its members. Member warrants it has, or has obtained from all other persons, all necessary rights to provide Cooperative with access to the premises and Facility, as necessary or appropriate for Cooperative to exercise its rights under this Agreement and the Rules.

5. **DISCONNECTION OF FACILITY.** Member retains the option to disconnect from the Cooperative's facilities. Member shall notify Cooperative of its intent to disconnect by giving Cooperative at least thirty (30) business days' written notice. Such disconnection shall be a termination of this Agreement.

6. **EFFECTIVE TERM AND TERMINATION RIGHTS.** This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Member may terminate this Agreement at any time, by giving Cooperative thirty (30) business days' written notice; (b) Cooperative may terminate upon failure by Member to generate energy from the Facility within twelve months of executing this Agreement; (c) either the Cooperative may terminate by giving the Member at least thirty (30) Business Days' written notice that the Member is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default. Upon termination Member will ensure the Facility is disconnected from the Cooperative's electric distribution system. The Cooperative may inspect the Facility to ensure proper disconnection from the Cooperative's electric distribution system.

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

7. **SALES OF ELECTRIC SERVICE TO MEMBER.** Member agrees to pay for electric service in accordance with the applicable Interconnection Rate and is subject to such other rates as may be applicable under its Tariff.

8. **CREDITS TO MEMBER.** The Cooperative shall credit electric service in accordance with the applicable rate schedule and is subject to such other rates as may be applicable under its Tariff.

9. **RECEIPT OF POLICY.** Member acknowledges that the Interconnection Policy of the Cooperative is found in its Tariff and Business Rules, as may be amended from time to time.

10. **LIMITATION OF LIABILITY AND INDEMNIFICATION.**
a. Member assumes full responsibility for electric energy furnished to him or her at and past the Point of Interconnection and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises owned or operated by Member arising from electric power and energy delivered by Cooperative or in any way arising directly or indirectly from Member's Facility except (i) when the gross negligence or willful misconduct of the Cooperative or its agent or agents was the sole proximate cause of injuries, including death therefrom, to Member or to employees of Member or in the case of a residential Member, to all members of the household; and (ii) as to all other injuries and damages, to the extent that injuries or damages are proximately caused by or result in whole or in part from (a) any gross negligence or willful misconduct of the Cooperative or its agent(s) independent of and unrelated to the maintenance of Cooperative's facilities or any condition on Member's premises or (b) the breach by Cooperative of any provision of any contract regarding purchase and/or sale of electrical energy or service between Cooperative and Member.
b. The Cooperative's review process and any inspections are intended as a means to safeguard the Cooperative's facilities and personnel. The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of the Member's equipment or DG facility to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such installations.
c. Insurance and Indemnity. Member may consider obtaining liability insurance which insures Member against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation, and maintenance of the Member's generating equipment. Otherwise, the Cooperative's liability is limited herein and in accordance with its Tariff and Member agrees to indemnify and hold the Cooperative harmless from all claims except as may be specified herein or in the Tariff and Business Rules.
d. The Cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and wave form fluctuations occasioned by causes reasonably beyond the control of the Cooperative, including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction. For claims resulting from failures, interruptions, or voltage and wave form fluctuations

INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG) - CONTINUED

occasioned in whole or in part by the negligence of the Cooperative or its agent(s), the Cooperative shall be liable only for that portion of the damages arising from personal injury, death of persons, or costs of necessary repairs to or reasonable replacement of electrical equipment proximately caused by the gross negligence or willful misconduct of the Cooperative or its agent(s). The Cooperative shall not be liable in any event for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Cooperative does not assume liability for any costs and damages arising from the disruption of the business of the Member.

11. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Member and Cooperative for the service herein described, and the Cooperative, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Member agrees that it is not relying on any statements not herein contained.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Member:

By: _____

Printed name: _____

Date: _____

Pedernales Electric Cooperative, Inc.

By: _____

Printed name: _____

Title: _____

Date: _____

EXHIBIT A:

1. Member's Facility One-Line Diagram

2. Member's Facility map including location of the following:
   a. Facility disconnects
   b. Labeling of Facility
   c. Cooperatives access points to Facility

700.7 PRIMARY LEVEL SERVICE AGREEMENT

PRIMARY LEVEL SERVICE AGREEMENT

This Primary Service Level Agreement is entered into by and between _____,

herein called "Applicant", and Pedernales Electric Cooperative, Inc. (PEC), herein called "Cooperative" to ensure Applicant recognizes the responsibilities.

This Agreement covers the responsibilities of the Applicant at the following service location:

_____

_____

_____

SERVICE CHARACTERISTICS:
Applicant understands the Cooperative is delivering service to the service location as per Applicant's above request. The Cooperative meter will be the "Point of Delivery". Applicant will be solely responsible for all facilities past the Point of Delivery. This includes ongoing operations and maintenance for Applicant-owned facilities once the Service Location has been energized. The Applicant recognizes that PEC will not perform any work at any time past the Point of Delivery.

Service hereunder will be alternating current, _____ phase, at a frequency of sixty (60) Hz,

and power will be delivered to the Member at _____ kV voltage.

TERM:
This agreement will become effective and binding when executed by both parties, and will remain in effect while Applicant is receiving service delivered at Primary Service Level. The agreement will no longer be in effect if service disconnection is requested by the Applicant. In the case the Applicant wishes to change service delivery by the Cooperative from Primary Service to Secondary Service Level, the Applicant must contact the Cooperative and apply for a line extension as detailed in the Cooperative's Tariff and Business Rules, Section 400, Line Extension Policy.

PEDERNALES ELECTRIC COOPERATIVE, INC.:

Signature: _____

Printed name: _____

Title: _____

Date: _____

APPLICANT:

Signature: _____

Printed name: _____

Date: _____

700.8 APPLICATION FOR EASEMENT RELEASE

APPLICATION FOR EASEMENT RELEASE

In order to process an application for the release of an easement, the following items must be provided:

1. An Application for Easement Release completed and signed by the Applicant;
2. A survey plat, if available, of the area being requested for release showing all property lines, improvements on property, all easements contained on the property with special reference to the easement to be released;
3. If the easement being requested for release was dedicated and recorded by separate instrument, a copy of said instrument must also accompany the application. These documents are obtainable at the County Clerk's office in the respective county in which the document is recorded;
4. A cover letter may include specific information not included in the above, i.e. special circumstances or conditions such as closing dates, which the Applicant believes will assist PEC staff in the processing of the Application; and
5. A processing fee must accompany the Application; the application fee is to be paid by all Applicants, including governmental entities. This fee is non-refundable regardless of whether the Application is ultimately approved by Pedernales Electric Cooperative, Inc.

Upon receipt of the above items, the Application will be researched and reviewed. Assuming the release may be granted, the Cooperative will prepare the necessary documents; the Applicant will be responsible for recording of the easement release (and any associated recording fees) if necessary. Please allow a minimum of thirty (30) business days for processing, research and review.

If we are unable to grant your request, we will contact you promptly. If you have any questions, please contact the District Engineering Supervisor at the office listed below or call toll free at 877-372-0391.

Please submit your request and direct your questions to:

APPLICATION FOR EASEMENT RELEASE - CONTINUED

Application is hereby made for the release of the following easement as described below:

The easement is on property legally described as:

Subdivision/section: _____

Lot and block number: _____

Plat book volume/page: _____

Street address: _____

Provide common description of the easement requested for release, indicating the amount of the easement to be released (provide a survey or plat of the area with the area to be released highlighted).

Property owner's name: _____

Mailing address: _____

Telephone number: _____

Note: If multiple owners own the property in which the easement(s) is requested to be released, include the complete names, addresses, and phone numbers of each owner.

Describe proposed use of area to be released:

Additional relevant information for Cooperative's review:

APPLICATION FOR EASEMENT RELEASE - CONTINUED

Confirm the Application includes the following items:

- ☐ Plat/survey
- ☐ Copy of easement(s)
- ☐ Processing fee

The undersigned, as owner of the property referenced or agent, acknowledges the information including within the Application is true and accurate. It is further understood that receipt of this Application by Pedernales Electric Cooperative, Inc. does not obligate the Cooperative to release any easements referenced herein. The undersigned acknowledges that the Cooperative's employees or representatives may access and inspect the property referenced in the Application.

APPLICANT: _____

Signed by: _____

Printed name: _____

Title: _____

Date: _____

PEC USE ONLY:

☐ APPROVED _____

☐ UNAPPROVED _____

By: _____

File #: 2023-009, **Version:** 1

Resolution - Approval of 2023 Key Performance Indicators Plan Methodology - E Dauterive

Submitted By: Eddie Dauterive
Department: Chief Operations Officer
Financial Impact and Cost/Benefit Considerations: The financial impact of the proposed 2023 Key Performance Indicators (KPI) Plan will not be known until after the full KPI Plan Years conclude on December 31, 2023. An estimated amount is included within the approved budget.

The Board of Directors may consider approving the 2023 KPI Plan for implementation in the periods for the 2023 KPI Plan Year.

BE IT RESOLVED BY THE BOARD OF DIRECTORS that the 2023 Key Performance Indicator Plan Methodology presented to the Board this day is approved; and

BE IT FURTHER RESOLVED that the Chief Executive Officer, or designee, is authorized to take all actions necessary to implement this resolution.

2023 Key Performance Indicators Plan

Eddie Dauterive I Chief Operations Officer

January 20, 2023

Key Performance Indicators (KPI)

Purpose and Structure

- The purpose of Key Performance Indicators (KPIs) is to provide an objective method for evaluating the degree of success with which PEC achieves identified performance targets.
- PEC's annual KPI Plan is designed to align with the objectives of PEC's Strategic Plan.
- Each year, the KPI Plan is approved by the Board of Directors and a subsequent, performance-based, financial distribution is calculated and approved for each of two KPI periods:
  - **KPI Period 1:** Jan. 1 – Jun. 30
  - **KPI Period 2:** Jul. 1 – Dec. 31

Strategic Goals and KPI Categories		
1)	Maximize Value to Our Members	20%
2)	Achieve Operational Excellence	20%
3)	Protect Financial Health	20%
4)	Pursue Workforce Optimization	20%
5)	Advance Safety & Security	20%

Goal 1. Maximize Value to Our Members

Strategic Objectives:

- **Objective 1 – Member Engagement:** Develop a three-year member engagement campaign by 2022 to promote the benefits of cooperative membership.
- **Objective 2 – Community Partnerships:** Establish a plan by 2022 to foster healthy and communicative relationships with state and local officials and authorities to benefit our membership.
- **Objective 3 – Customer Service:** Establish member engagement and satisfaction programs by 2022 to maintain or surpass the American Customer Satisfaction Index (ACSI) benchmark.

		CURRENT			PROPOSED		
Obj.#	**KPI Metric**	**Silver**	**Gold**	**Platinum**	**Silver**	**Gold**	**Platinum**
(1)	Increase in Social Media Followers	≥ 750	≥ 1,000	≥ 1,250	≥ 750	≥ 1,000	≥ 1,250
(1)	Increase in Power of Change Enrollments	≥ 1,900	≥ 2,000	≥ 2,100	≥ 2,000	≥ 3,000	≥ 4,000
(2)	Community Outreach	≥ 8	≥ 12	≥ 16	≥ 8	≥ 12	≥ 16
(3)	Customer Satisfaction Score - Coop Insight Survey	≥ 8.5	≥ 8.6	≥ 8.7	≥ 8.5	≥ 8.6	≥ 8.7
(3)	Percentage of Queries Solved on First Contact	≥ 65%	≥ 70%	≥ 75%	≥ 65%	≥ 70%	≥ 75%
(3)	~~Percentage of~~ Additional Accounts Enrolled in Paperless Billing	≥ 40%	≥ 43%	≥ 45%	≥ 8,000	≥ 9,000	≥ 10,000

Goal 2. Achieve Operational Excellence

Strategic Objectives:

- **Objective 1 – System Maintenance:** Establish a systematic and responsive system maintenance program targeting the 35 feeders with the highest SAIDI to improve reliability and lower SAIDI by 2025.
- **Objective 2 – SCADA, Control Center, & Related Technology Systems:** Design and construct operational control centers by 2025 that meet applicable federal and state standards for system stability, and improved operations.
- **Objective 3 – Engineering Design Standards:** Complete a detailed Engineering Standards guide by 2023 for all training, planning, and purchasing purposes across all districts.
- **Objective 4 – Facilities and Real Estate Planning:** Create a data-driven framework for the acquisition and disposition of real estate for facilities and system expansion by 2021.

Obj. #	KPI Metric	Silver	Gold	Platinum
(1)	Feeders with Highest SAIDI Impact Removed	≥ 3	≥ 5	≥ 7
(2)	System Average Interruption Duration Index (SAIDI)	≤ 60 min.	≤ 55 min.	≤ 50 min.
(3)	District Planning and Design Training Completions	≥ 4	≥ 5	≥ 6

Goal 3. Protect Financial Health

Strategic Objectives:

- **Objective 1 – Financial Management:** Develop processes by 2022 to increase individual employee awareness of and participation in the Cooperative's financial health.
- **Objective 2 – Rate Stability:** Implement debt and capital restructuring best practices for rate stability, including the defeasance of 2002 bonds and the implementation of a commercial paper program, by 2022.
- **Objective 3 – Capital Spending:** Create and fully implement a capital allocation model to support long-term capital spending by 2022.

Obj. #	KPI Metric	Silver	Gold	Platinum
(1)	Operating Expense as a % of Budget	≤ 100%	≤ 99%	≤ 98%
(1)	Competitively Sourced Spend	≥ 92%	≥ 94%	≥ 96%
(1)	Uncollectible Accounts Written off as % of Revenue	≤ 0.20%	≤ 0.15%	≤ 0.10%
(2)	Competitive Rates	≥ 5%	≥ 7%	≥ 8%

Goal 4. Pursue Workforce Optimization

Strategic Objectives:

- **Objective 1 – Technical Training:** Train 80% of employees requiring technical or electrical skills utilizing the new PEC training facility by 2024.
- **Objective 2 – Workforce Development:** Attract, retain, and develop our workforce by increasing employee skills, training, and external recruitment outreach by 20% each by 2023.

		CURRENT			PROPOSED		
Obj.#	**KPI Metric**	**Silver**	**Gold**	**Platinum**	**Silver**	**Gold**	**Platinum**
(1)	% of Employees Completing Technical Training	≥ 70%	≥ 75%	≥ 80%	≥ 80%	≥ 85%	≥ 90%
(1)	% of Employees Completing Compliance Training	≥ 90%	≥ 95%	≥ 99%	≥ 90%	≥ 95%	≥ 99%
(2)	% of Employees Completing Professional Development Training	≥ 50%	≥ 60%	≥ 75%	≥ 70%	≥ 75%	≥ 80%

Goal 5. Advance Safety and Security

Strategic Objectives:

- **Objective 1 – Safety and Security Culture:** Develop a plan to promote a shared culture of safety, security, and privacy across the cooperative with full compliance by 2024.
- **Objective 2 – Cyber Security:** Enhance systems and practices through 2025 to prevent and mitigate a cyber-incident to ensure business continuity.
- **Objective 3 – Work Environments:** Improve the security of our work environments through completing the implementation of the Security Vulnerability Master Plan by 2024.

Obj. #	KPI Metric	Silver	Gold	Platinum
(1)	Total Case Incident Rate (TCIR)	≤ 3.0	≤ 2.4	≤ 2.0
(1)	Days Away Restricted Duty (DART)	≤ 1.8	≤ 1.2	≤ 0.6
(1)	Vehicle Accident Rate	≤ 3.5	≤ 2.5	≤ 1.0
(2)	Phishing Simulation Avoidance	≥ 96.5%	≥ 97.0%	≥ 97.5%
(3)	Access Control Efficiency	≥ 97%	≥ 98%	≥ 99%

Additional Coop-Wide Goal

Distribution Adder:

In addition to the measurement distribution, there is an opportunity for a **1% adder** for each period if PEC reaches a large, coop-wide milestone.

2023 P1 & P2 Adder Goals: Meeting Platinum-level targets for each of the Pursue Workforce Optimization metrics.

These training goals apply to all employees and this additional incentive will support employee retention, development, and advancement cooperative-wide.

		CURRENT			PROPOSED		
Obj.#	**KPI Metric**	**Silver**	**Gold**	**Platinum**	**Silver**	**Gold**	**Platinum**
(1)	% of Employees Completing Technical Training	≥ 70%	≥ 75%	≥ 80%	≥ 80%	≥ 85%	≥ 90%
(1)	% of Employees Completing Compliance Training	≥ 90%	≥ 95%	≥ 99%	≥ 90%	≥ 95%	≥ 99%
(2)	% of Employees Completing Professional Development Training	≥ 50%	≥ 60%	≥ 75%	≥ 70%	≥ 75%	≥ 80%

pec.coop

2023 Key Performance Indicators

Pedernales Electric Cooperative

January 2023

Purpose and Structure

The purpose of Key Performance Indicators (KPIs) is to provide an objective method for evaluating the degree of success with which PEC achieves organizational performance targets. A performance-based financial distribution is calculated for eligible employees who contribute to the advancement of the goals and initiatives outlined in the approved PEC Strategic Plan as approved by the Board of Directors.

PEC's Board of Directors approves PEC's KPI Plan annually as well as the subsequent performance-based financial distribution for eligible employees.

KPI Plan Year

The KPI Plan year coincides with the calendar year (January 1 to December 31) to align with the cooperative's fiscal year. The KPI financial distribution occurs biannually with two equal periods of 6 months. The first measurement period (KPI-P1) is Jan. 1 to Jun. 30, and the second period (KPI-P2) is Jul. 1 to Dec. 31.

Employee Eligibility Requirements

The KPI distribution percentage will be applied to total wages, which includes base pay, overtime and double time that were paid for each of the equal measurement periods (KPI-P1 and KPI-P2). To be eligible for a KPI distribution for a particular measurement period, an employee must meet each of the following requirements:

- Have worked any time during the KPI measurement period;
- Be employed by PEC on the day the KPI is distributed.

KPI Distribution Payout

The KPI distribution will be issued on the Friday that is not a pay-period following the July board meeting for KPI-P1 and the February board meeting for KPI-P2.

KPI Communication

KPI data is updated on the 26th of each month, with performance through the end of the previous month. Employees may view the performance dashboard through the KPI link on PEC's intranet.

Methodology

The KPI plan is designed to align with Board Goals and Objectives identified in PEC's Strategic Plan that is drafted by the Board of Directors every five years. The primary categories are weighted evenly as shown on Table 1 below:

Table 1: KPI Categories

KPI Categories	Weight
Maximize Value to Our Members	20%
Operational Excellence	20%
Financial Health	20%
Workforce Optimization	20%
Safety & Security	20%

Performance Calculation

Each category contains individual performance metrics that apply to the Strategic Plan Objectives provided by the Board of Directors. Specific goals are set each year for each metric, and as goals are met, the performance calculation will apply a measurement distribution percentage for each metric using the following calculation:

Measurement Distribution = Performance Level Percentage × Measurement Weight

Performance Level Percentage is defined in Table 2 below:

Table 2: Performance Level Payout Structure

Performance Level	Payout
Silver	5%
Gold	7%
Platinum	10%

Through this methodology, the maximum possible KPI distribution payout percentage, based on category performance metrics, is 10%.

Distribution Adder

In addition to the category distributions, there is an opportunity for an additional 1%, or "adder," to the distribution payout if PEC reaches the following conditions:

- 2023 P1 & P2 Adder: 1% adder, per period, if PEC staff meets Platinum-level goals for each of the Pursue Workforce Optimization KPI metrics.

PEC Strategic Plan Objectives and 2023 KPI Metric Definitions

Board of Directors' Goal #1: Maximize Value to Our Membership

- **Objective 1 – Member Engagement:** Develop a three-year member engagement campaign by 2022 to promote the benefits of cooperative membership.
- **Objective 2 – Community Partnerships:** Establish a plan by 2022 to foster healthy and communicative relationships with state and local officials and authorities to benefit our membership.
- **Objective 3 – Customer Service:** Establish member engagement and satisfaction programs by 2022 to maintain or surpass the American Customer Satisfaction Index (ACSI) benchmark.

Table 3 below shows the metrics and goals set for this category:

- *Table 3: Maximize Value to Our Membership Metrics and Weighting*

Obj. #	Metric	Silver	Gold	Platinum	Weight
(1)	Increase in Social Media Followers	≥ 750	≥ 1,000	≥ 1,250	15%
(1)	Increase in Power of Change Enrollments	≥ 2,000	≥ 3,000	≥ 4,000	15%
(2)	Community Outreach	≥ 8	≥ 12	≥ 16	15%
(3)	Customer Satisfaction Score - Coop Insight Survey	≥ 8.5	≥ 8.6	≥ 8.7	20%
(3)	Percentage of Problems Solved on First Call Contact	≥ 65%	≥ 70%	≥ 75%	15%
(3)	Accounts Enrolled in Electronic Billing	≥ 8,000	≥ 9,000	≥ 10,000	20%

Increase in Social Media Followers measures the additional member enrollment of members following PEC's social media. Increasing the number of followers provides an opportunity to reach out to more members with important cooperative information. This metric is a total of new enrollments through each KPI period.

Increase in Power of Change Enrollments measures the additional member enrollment for the Power of Change Program. This program is part of the cooperative's commitment to serving the community by providing funding for grants and other resources. This metric is calculated on a 12-month rolling basis to capture seasonality.

Community Outreach measures all virtual and in-person PEC events and outreach programs, participation in community events, town halls, and workshops that include member outreach or member/community engagement. This metric is calculated through each KPI period.

Customer Service Category Score measures the overall scoring of customer service in the Coop Insights Survey. This metric is calculated on a 12-month rolling basis to capture seasonality.

Percentage of Problems Solved on First Call Contact is measured to identify the effectiveness of resolving member concerns. This metric is recorded through the Coop Insights Survey and calculated on a 12-month rolling basis to capture seasonality:

Accounts Enrolled in Electronic Billing is measured to identify the effectiveness of enrolling accounts in electronic (paperless) billing. Paperless enrollments offer financial savings for the cooperative and the membership.

Board of Directors' Goal #2: Achieve Operational Excellence

- **Objective 1 – System Maintenance:** Establish a systematic and responsive system maintenance program targeting the 35 feeders with the highest SAIDI to improve reliability and lower SAIDI by 2025.
- **Objective 2 – SCADA, Control Center, & Related Technology Systems:** Design and construct operational control centers by 2025 that meet applicable federal and state standards for system stability, and improved operations.
- **Objective 3 – Engineering Design Standards:** Complete a detailed Engineering Standards guide by 2023 for all training, planning, and purchasing purposes across all districts.
- **Objective 4 – Facilities and Real Estate Planning:** Create a data-driven framework for the acquisition and disposition of real estate for facilities and system expansion by 2021.

Table 4 below shows the metrics and goals set for this category:

- *Table 4: Achieve Operational Excellence Metrics and Weighting*

Obj. #	Metric	Silver	Gold	Platinum	Weight
(1)	Feeders with Highest SAIDI Impact Addressed	≥ 3	≥ 5	≥ 7	40%
(2)	System Average Interruption Duration Index (SAIDI)	≤ 60 min.	≤ 55 min.	≤ 50 min.	40%
(3)	District Planning and Design Training Completions	≥ 4	≥ 5	≥ 6	20%

Feeders with Highest SAIDI Impact Improved is a program to identify and improve the reliability of the cooperative's worst-performing feeders by focusing maintenance, vegetation, and power restoration programs on these circuits. The Top 10 Worst Performing Feeders List ranks each feeder by their contribution to the cooperative's overall SAIDI and the metric is calculated by publishing and comparing the list at the end of each KPI period.

System Average Interruption Duration Index (SAIDI) is an indicator of the Cooperative's service reliability as measured by its average outage time during the applicable KPI measurement period. This index excludes planned, transmission, and major weather outages and the metric is calculated on a rolling 12-month basis to capture seasonality.

District Planning and Design Training measures internal or external training programs provided to district distribution design and planning personnel to improve engineering standards guides and practices across the cooperative.

Board of Directors' Goal #3: Protect the Financial Health of the Cooperative

- **Objective 1 – Financial Management:** Develop processes by 2022 to increase individual employee awareness of and participation in the Cooperative's financial health.
- **Objective 2 – Rate Stability:** Implement debt and capital restructuring best practices for rate stability, including the defeasance of 2002 bonds and the implementation of a commercial paper program, by 2022.
- **Objective 3 – Capital Spending:** Create and fully implement a capital allocation model to support long-term capital spending by 2022.

Table 5 below shows the metrics and goals set for this category:

- *Table 5: Protect the Financial Health of the Cooperative Metrics and Weighting*

Obj. #	Metric	Silver	Gold	Platinum	Weight
(1)	Operating Expense as a % of Budget	≤ 100%	≤ 99%	≤ 98%	25%
(1)	Competitively Sourced Spend	≥ 92%	≥ 94%	≥ 96%	25%
(1)	Uncollectible Accounts Written off as % of Revenue	≤ 0.20%	≤ 0.15%	≤ 0.10%	25%
(2)	Competitive Rates	≥ 5%	≥ 7%	≥ 8%	25%

Operating Expense as a Percentage of Budget represents actual operating expenses, net of depreciation, taxes, donations, and KPI payouts, in total dollars as compared to budgeted dollars. Metric captures YTD expenses for seasonal purchasing purposes.

Competitively Sourced Spend measures the percentage of cooperative spend that is competitively sourced for all applicable spend categories. The calculation includes the total spend less sole-sourced spend as a percentage of total spend per KPI period.

Uncollectible Accounts Written off as Percentage of Operating Revenue measures the percentage of the cooperative's total electric billings that correspond to accounts that cannot be collected (commonly known as "bad debt") as a percentage of the total operating revenue. This metric is calculated on a 12-month rolling basis.

Competitive Rates compares the cost of 1,000 kWh paid by PEC residential members against the average Texas residential customer in competitive areas based on Board-approved data sources, per KPI period.

Board of Directors' Goal #4: Pursue Workforce Optimization

- **Objective 1 – Technical Training:** Train 80% of employees requiring technical or electrical skills utilizing the new PEC training facility by 2024.
- **Objective 2 – Workforce Development:** Attract, retain, and develop our workforce by increasing employee skills, training, and external recruitment outreach by 20% each by 2023.

Table 6 below shows the metrics and goals set for this category:

- *Table 6: Pursue Workforce Optimization*

Obj. #	Metric	Silver	Gold	Platinum	Weight
(1)	% of Employees Completing Technical Training	≥ 80%	≥ 85%	≥ 90%	30%
(2)	% of Employees Completing Compliance Training	≥ 90%	≥ 95%	≥ 99%	40%
(2)	% of Employees Completing Professional Development Training	≥ 70%	≥ 75%	≥ 80%	30%

Percentage of Employee Completion of Technical Training represents the percentage of all employees who require technical or electrical skills that complete assigned training utilizing the PEC training facility. This metric is calculated through each KPI period.

Percentage of Employees Who Complete Required Compliance Training measures employee engagement through completion of required compliance training. Compliance training may be assigned through Human Resources, cybersecurity, Legal, or other areas as required. This metric is calculated through each KPI period.

Percentage of Employee Completion of Professional Development Training represents the percentage of all employees that complete at least 30 minutes of professional development training relevant to their individual career or training necessary to maintain professional certifications. This metric is calculated through each KPI period.

Board of Directors' Goal #5: Advance Safety and Security

- **Objective 1 – Safety and Security Culture:** Develop a plan to promote a shared culture of safety, security, and privacy across the cooperative with full compliance by 2024.
- **Objective 2 – Cyber Security:** Enhance systems and practices through 2025 to prevent and mitigate a cyber-incident to ensure business continuity.
- **Objective 3 – Work Environments:** Improve the security of our work environments through completing the implementation of the Security Vulnerability Master Plan by 2024.

Table 6 below shows the metrics and goals set for this category:

- *Table 6: Advance Safety and Security Metrics and Weighting*

Obj. #	Metric	Silver	Gold	Platinum	Weight
(1)	Total Case Incident Rate (TCIR)	≤ 3.0	≤ 2.4	≤ 2.0	20%
(1)	Days Away Restricted Duty (DART)	≤ 1.8	≤ 1.2	≤ 0.6	20%
(1)	Vehicle Accident Rate	≤ 3.5	≤ 2.5	≤ 1.0	20%
(2)	Phishing Simulation Avoidance	≥ 96.5%	≥ 97.0%	≥ 97.5%	20%
(3)	Access Control Efficiency	≥ 97%	≥ 98%	≥ 99%	20%

Total Case Incident Rate (TCIR) is defined as the total number of OSHA-recordable injuries/illnesses (collectively called "incidents") that occurred throughout the cooperative during each KPI period. The metric is calculated by applying a factor of 200,000 work hours per each incident as a percentage of total hours worked.

Days Away Restricted Duty (DART) is defined as the total number of recordable injuries and illnesses that required an employee to miss work or perform restricted work during each KPI period. The metric is calculated by applying a factor of 200,000 work hours per each incident as a percentage of total hours worked.

Vehicle Accident Rate captures the vehicle incidents and miles traveled by PEC vehicles as a ratio per KPI period. The calculation applies a factor of 1,000,000 miles per each incident as a percentage of total miles.

Phishing Simulation Avoidance represents the percentage of employees that succeed in avoiding phishing simulation held by PEC by not clicking on phishing emails. This metric is calculated through each KPI period by subtracting the click-thru rate from 100% of employees tested.

Access Control Efficiency measures PEC's responsiveness to the timely removal of access to PEC facilities for employees and contract workers leaving the cooperative's system. Specifically, it measures the effectiveness of access terminations being performed within the requested timeframe, per each KPI period.

Summary of Measures, Targets and Weights for 2023 KPI Plan

Table 7: Summary of KPI Categories, Metrics, Targets, and Weighting

Metric	Silver	Gold	Platinum	Metric Weight	Overall KPI Weight
1. BOD Goal: Maximize Value to Our Membership					**20%**
Increase in Social Media Followers	≥ 750	≥ 1,000	≥ 1,250	15%	3.0%
Increase in Power of Change Enrollments	≥ 2,000	≥ 3,000	≥ 4,000	15%	3.0%
Community Outreach	≥ 8	≥ 12	≥ 16	15%	3.0%
Customer Satisfaction Score - Coop Insight Survey	≥ 8.5	≥ 8.6	≥ 8.7	20%	4.0%
% of Problems Solved on First Call Contact	≥ 65%	≥ 70%	≥ 75%	15%	3.0%
Accounts Enrolled in Electronic Billing	≥ 8,000	≥ 9,000	≥ 10,000	20%	4.0%
2. BOD Goal: Achieve Operational Excellence					**20%**
Feeders with Highest SAIDI Impact Addressed	≥ 3	≥ 5	≥ 7	40%	8.0%
System Average Interruption Duration Index (SAIDI)	≤ 60 min.	≤ 55 min.	≤ 50 min.	40%	8.0%
District Planning and Design Training Completions	≥ 4	≥ 5	≥ 6	20%	4.0%
3. BOD Goal: Protect the Financial Health of the Cooperative					**20%**
Operating Expense as a % of Budget	≤ 100%	≤ 99%	≤ 98%	25%	5.0%
Competitively Sourced Spend	≥ 92%	≥ 94%	≥ 96%	25%	5.0%
Uncollectible Accounts Written off as % of Revenue	≤ 0.20%	≤ 0.15%	≤ 0.10%	25%	5.0%
Competitive Rates	≥ 5%	≥ 7%	≥ 8%	25%	5.0%
4. BOD Goal: Pursue Workforce Optimization					**20%**
% of Employees Completing Technical Training	≥ 80%	≥ 85%	≥ 90%	30%	6.0%
% of Employees Completing Compliance Training	≥ 90%	≥ 95%	≥ 99%	40%	8.0%
% of Employees Completing Professional Development Training	≥ 70%	≥ 75%	≥ 80%	30%	6.0%
5. BOD Goal: Advance Safety and Security					**20%**
Total Case Incident Rate (TCIR)	≤ 3.0	≤ 2.4	≤ 2.0	20%	4.0%
Days Away Restricted Duty (DART)	≤ 1.8	≤ 1.2	≤ 0.6	20%	4.0%
Vehicle Accident Rate	≤ 3.5	≤ 2.5	≤ 1.0	20%	4.0%
Phishing Simulation Avoidance	≥ 96.5%	≥ 97.0%	≥ 97.5%	20%	4.0%
Access Control Efficiency	≥ 97%	≥ 98%	≥ 99%	20%	4.0%

Pedernales Electric Cooperative

PO Box 1
Johnson City, TX 78636

File #: 2023-010, **Version:** 1

Resolution - Approval of Construction Contract for Hero Way Substation - J Treviño

Submitted By: Jose Treviño
Department: Engineering
Financial Impact and Cost/Benefit Considerations: As discussed in Executive Session.

Recommendation to approve the contract for substation construction services for the Hero Way Substation in Williamson County, Texas. The new substation is needed to off load the existing substations and feeders in the area and to improve reliability and contingency options.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE, that the Cooperative approve an agreement to construct the Hero Way Substation as described herein; and

BE IT FURTHER RESOLVED, that the Chief Executive Officer or designee is authorized to take all such actions as needed to implement this resolution.

File #: 2023-012, **Version:** 1

Resolution - Approval of 2023 NRECA Annual Membership Dues - J Parsley

Submitted By: Julie Parsley
Department: Chief Executive Officer
Financial Impact and Cost/Benefit Considerations: Expenditure of Cooperative funds estimated in the amount of $226,412.00 currently included in the Cooperative's 2023 operating budget; no expenditures of staff time other than ordinary processing requirements.

Membership in NRECA (National Rural Electric Cooperative Association) provides the ability for members to take legislative action, stay informed with technology, industry, and politics, and collaboration between other cooperatives. Membership also provides opportunities to participate in international and youth programs.

Below is a historic table of membership dues paid to NRECA, which is based on statistical data for the number of consumers at Pedernales Electric:

2016 - $161,427.00
2017 - $163,820.00
2018 - $171,025.00
2019 - $174,316.00
2020 - $182,228.00
2021 - $186,295.00
2022 - $198,000.00
2023 - $226,412.00

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE, that the Membership dues to the National Rural Electric Cooperative Association for 2023 in the amount of $226,412.00 are approved; and the Chief Executive Officer of the Cooperative, or designee, is authorized to pay those dues pursuant to the invoice duly presented to the Cooperative.

NRECA
America's Electric Cooperatives

Invoice

Ms. Julie Parsley
Pedernales Electric Co-op, Inc.
PO Box 1
Johnson City, TX 78636-0001

Date: 12/15/2022
Invoice #: 2906008
Account #: 931

NRECA MEMBERSHIP DUES

For Member Year Beginning: 02/02/2023

NRECA Distribution Member

2023 Membership Dues (Base Amount)		$86,275.00

Plus Allocation of Additional Dues - 2021 Statistical Data Used for Calculations

Number of Consumers		Per Consumer		
First 10,000 Consumers	X	0.8090	$8,090.00	
Next 40,000 Consumers	X	0.4045	$16,180.00	
Next 307,785 Consumers	X	0.2697	$83,010.00	
			Subtotal	$107,280.00

Plus Allocation of CRN Dues

Number of Consumers		Per Consumer		
First 10,000 Consumers	X	0.24781	$2,478.00	
Next 40,000 Consumers	X	0.12391	$4,956.00	
Next 307,785 Consumers	X	0.08260	$25,423.00	
			Subtotal	$32,857.00

Total Consumers: 357,785

Payments/Credits	$0.00
Total Membership Dues Payable	$226,412.00

Invoice must be paid by the **Member Year Beginning** date shown above.

By paying this invoice, the organization represents that its ownership, purpose, structure, operations, and activities have not changed significantly, and that it remains eligible for the category of NRECA membership to which it is assigned. If you have questions about membership eligibility, please contact the Membership Department at 703.907.5868, or email membership@nreca.coop.

Please return a copy of this invoice with remittance and make check payable to:
NRECA, P.O. Box 718777, Philadelphia, PA 19171-8777

Total Due
$226,412.00

NRECA has estimated that 10% of the 2023 NRECA membership dues to which IRC Section 162(2)(3) and 6033(e)(1) as amended apply. Consequently, this portion of your 2023 annual dues is not deductible for federal income tax purposes.

Contributions or gifts to NRECA are not deductible as charitable contributions for federal invoice tax purposes. However, payments are deductible by members as an ordinary and necessary business expense. NRECA Taxpayer Identification Number: 53-0116145

4301 Wilson Blvd. - Arlington, VA 22203-1860 - tel: 703.907.5868

File #: 2023-013, **Version:** 1

Resolution - Approval of TEC 2023 Annual Membership Dues - J Parsley

Submitted By: Julie Parsley
Department: Chief Executive Officer
Financial Impact and Cost/Benefit Considerations: Expenditure of Cooperative funds estimated in the amount of $186,723.46 currently included in the Cooperative's 2023 operating budget.

Additionally, each year PEC pays to TEC an ERCOT and Statewide Legal Prorated Share. It is anticipated that such amounts will be no more than $40,000 in 2023.

Each calendar year the Board considers approval of Texas Electric Cooperatives (TEC) membership. Membership contributes to overall effectiveness by providing a clearinghouse for ongoing training, developments in the utility industry, best practices, and other legislative education or efforts provided. With membership, PEC is also able to access aggregated competitive pricing for certain utility materials. The statewide association also returns patronage capital to its cooperative members. Below is a 3-year history of PEC dues and patronage capital.

Year	Membership Dues	Patronage Capital
2020	$167,686	$115,538
2021	$174,426	$688,181
2022	$186,723	$406,986

RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE that Texas Electric Cooperatives (TEC) membership dues (in the amount of $186,723.46) and associated dues, including ERCOT and Legal, for 2023 are approved, and the Chief Executive Officer of the Cooperative, or designee, is authorized to pay those dues pursuant to the invoices duly presented to the Cooperative.

Texas Electric Cooperatives
P.O. Box 201338
Dallas, TX 75320-1338

December 2, 2022

Pedernales Electric Cooperative
P.O. Box 1
Johnson City, TX 78636

DEC 2 '22 AM11:07

Invoice No.: INVTEC22202

INVOICE

Membership Dues for 2023:

Equal Payment	$10,187.50
Meters Payment	$87,824.07
Revenue less Cost of Power Payment	$88,711.89
Total Membership Dues for 2023	$186,723.46

Please make check payable to:
Texas Electric Cooperatives
P.O. Box 201338
Dallas, Texas 75320-1338

Calculations of Equal Payment
Pedernales Electric Cooperative

Total dues for 2023	2,342,922	
Total equal payment (1/3 of total dues)	780,974	
Number of members	76.66	(1)
Equal payment per member	10,188	

(1) Number of members used in this calculation is determined based on the ratio of equal payment as follows:

- Regular member is counted as 1.
- Associate member is counted as 0.33.
- Out-of-state member is counted as 0.5.
- G&T member is counted as 1.5.

The actual number of members for 2023 dues is 76.

Calculations of Meter Payment

# OF METERS YEAR 2021 FOR 2023 DUES		5,000 OR LESS	5,000 TO 10,000	10,000 TO 15,000	15,000 TO 20,000	20,000 TO 25,000	OVER 25,000
Total number of meters	2,633,259	318,869	286,383	235,328	189,383	147,233	1,456,063
Total meter payment (1/3 of total dues)	780,974						
Mark up to cover factoring	1,059,912						
Cost per meter	0.297						
Dues from each block		128,348	115,272	94,722	76,229	59,263	586,080
Factor		1.725	0.675	0.65	0.625	0.6	0.575
Dues from each block, factored	780,974	221,400	77,809	61,569	47,643	35,558	336,996
Cost per meter from each block		0.694	0.272	0.262	0.252	0.242	0.231
Pedernales Electric Cooperative							
Number of meters	367,289	5,000	5,000	5,000	5,000	5,000	342,289
Dues	87,824	3,472	1,358	1,308	1,258	1,208	79,220

Calculations of Revenue less Cost of Power Payment

	2017-2021 FIVE YEAR AVERAGE REVENUE - COP	LESS THAN 2.5 MIL	2.5 TO 5 MIL	5 TO 10 MIL	10 TO 15 MIL	15 TO 20 MIL	20 TO 25 MIL	OVER 25 MIL
Total 5-year avg. revenue less COP	1,987,518,945	160,743,232	157,173,161	287,939,480	224,786,624	158,156,307	133,842,548	864,877,592
Total revenue less COP payment	780,974							
Mark up to cover factoring	1,283,437							
Cost per $ of revenue less COP	0.000393							
Dues from each block		103,800	101,494	185,936	145,156	102,129	86,429	558,493
Factor		1.625	0.625	0.575	0.55	0.525	0.5	0.475
Dues from each block, factored	780,974	168,675	63,434	106,913	79,836	53,618	43,214	265,284
Cost per $ of revenue less COP		0.00105	0.00040	0.00037	0.00036	0.00034	0.00032	0.00031
Pedernales Electric Cooperative								
5-year average revenue less COP	279,743,988	2,500,000	2,500,000	5,000,000	5,000,000	5,000,000	5,000,000	254,743,988
Dues	88,712	2,623	1,009	1,857	1,776	1,695	1,614	78,138

Texas Electric Cooperatives
A Touchstone Energy® Cooperative

1122 Colorado St., 24th Floor, Austin, TX 78701
TEL (512) 454-0311 **WEB** www.texas-ec.org

December 2, 2022

Pedernales Electric Cooperative
P.O. Box 1
Johnson City, TX 78636

Enclosed you will find your membership dues invoice for 2023.

I hope that you agree that the sixth cooperative principle, *Cooperation Among Cooperatives*, is as important today as it was 80 plus years ago when members like you banded together to form Texas Electric Cooperatives. And that your membership with all the other electric cooperatives in TEC adds value to your organization in many ways including dividends from doing business with an organization that you own.

If you have any questions, please do not hesitate to call me at (512) 486-6203 or Texas Electric Cooperative's Chief Financial Officer, Jeff Marshall, at (512) 486-6240 or email jmarshall@texas-ec.org.

Thank you for your support and contributions to a unified electric cooperative program throughout the year.

Sincerely,

Mike Williams
President/CEO

Enclosures:
2023 Membership Dues Invoice

Pedernales Electric Cooperative

PO Box 1
Johnson City, TX 78636

File #: 2023-014, **Version:** 1

Draft Resolution - Approval of 2023 NRECA Annual Meeting Voting Delegates, 2023 CFC District Voting Delegates, and 2023 NRTC Voting Delegates - M Ekrut

Submitted By: Mark Ekrut
Department: Board of Directors
Financial Impact and Cost/Benefit Considerations: N/A

The Board may consider designation of voting delegates and alternates to upcoming NRECA (National Rural Electric Cooperative Association), NRTC (National Rural Telecommunications Cooperative), and CFC (National Rural Utilities Cooperative Finance Corporation) annual meetings.

The NRECA PowerXchange (Annual Meeting) will be held March 3-8, 2023 in Nashville, Tennessee. NRECA requires voting delegates to cast votes for the NRECA Annual Member Business Meeting on March 7, 2023 from 11:00 a.m.-12:00 p.m. EST. Voting delegates may attend the annual member business meeting either in-person or online

The NRTC Annual Meeting will be held on March 3, 2023 from 2:00 p.m.-3:30 p.m. EST in Nashville, Tennessee.

The 2023 CFC Forum will be held June 19-21, 2023 in Seattle, Washington. CFC Bylaws do permit members to cast ballot by mail.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE, that the following persons are appointed as voting delegate and alternate delegate to act as designated and authorized representatives of the Cooperative at the 2023 NRECA PowerXchange (Annual Meeting) until successors are duly appointed and designated: _____, Voting Delegate; and _____, Alternate Delegate; and

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE, that the following persons are appointed as voting delegate and alternate delegate to act as designated and authorized representatives of the Cooperative at the 2023 NRTC Annual Meeting, until successors are duly appointed and designated: _____, Voting Delegate; and _____, Alternate Delegate; and

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE, that the following persons are hereby appointed as voting delegate and alternate delegate to act as designated and authorized representatives of the Cooperative at the 2023 District 10 Meeting of CFC, until successors are duly appointed and designated: _____, Voting Delegate; and _____, Alternate Delegate; and

BE IT FURTHER RESOLVED that the Chief Executive Officer, or designee, is authorized to take all such actions necessary to implement this resolution.

File #: 2023-015, **Version:** 1

Draft Resolution - Approval for Directing the General Counsel to Prepare 2023 Proposed Non-Director Election Ballot Item(s) - D Ballard

Submitted By: Don Ballard
Department: General Counsel
Financial Impact and Cost/Benefit Considerations: Expenditure of Cooperative funds estimated in the amount of $0 currently included in the Cooperative's 2023 operating budget; expenditures of staff time estimated in amount of 0 hours (other than ordinary processing requirements).

Section 6.1 of the Election Policy and Procedures provides that:

“The Board may, from time-to-time, submit matters under consideration by the Board to a vote of the Members. The vote in any such Non-Director Election shall be advisory only, except in such cases where a vote of Members is required by law or the PEC Bylaws, such as a vote to amend the PEC Articles of Incorporation. No later than the Regular Board Meeting 5 months prior to an election, the Board will direct the General Counsel to prepare proposed Ballot wording for any items to be put to a vote in a Non-Director Election. Any such matters will be presented by the General Counsel in a way to enhance Member understanding of such measures, including any Board recommendation or position concerning such a vote.”

The Board may now wish to consider whether any Non-Director Election(s) items shall be placed on the 2023 election ballot.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COOPERATIVE that the General Counsel, or designee, of the Cooperative is directed to prepare proposed ballot wording for consideration by the Board of Directors on the following Non-Director Election matter(s) (as defined in the Cooperative's Election Procedures):

A.) _____;
B.) _____;
C.) _____; and

BE IT FURTHER RESOLVED that in accordance with Section 6.1 of the Election Procedures, the ballot wording will be presented in a way to maximize Members' understanding of the Non-Director Election matter, including any Board recommendation or position concerning the matter; and

BE IT FURTHER RESOLVED that the Board votes to [support/oppose] the proposed Non-Director Election matter, and the General Counsel is directed to draft proposed ballot language that reflects the Board's position; and

BE IT FURTHER RESOLVED that this proposed Non-Director Election matter shall not be included on the ballot unless and until a majority of the Directors votes to affirmatively place the matter on the ballot and approves the ballot wording.

File #: 2023-016, **Version:** 1

Draft Resolution - Approval of Appointments to 2023 Qualifications and Elections Committee - D Ballard

Submitted By: Don Ballard
Department: General Counsel
Financial Impact and Cost/Benefit Considerations: Expenditure of Cooperative funds estimated in the amount of $2,500 currently included in the Cooperative's 2023 operating budget; expenditures of staff time estimated in amount of 60 hours (other than ordinary processing requirements).

PEC's Bylaws Article 3 Section 3 provides the following:
Qualifications and Elections Review Committee.
(a) At least ninety (90) days before any Membership vote for Election of a Director, the Board of Directors shall, appoint, by resolution, a qualifications and election review committee ("Qualifications and Elections Committee") consisting of no less than three (3) nor more than seven (7) members who are not existing Cooperative officers, employees, Directors or known candidates for Directors, or close relatives or members of the same household thereof. The Qualifications and Elections Committee shall elect its own chairman and secretary and shall be dissolved without further action required at the conclusion of the fifth day following the Member Meeting for which the Qualifications and Elections Committee was appointed, or upon the conclusion of any business before the Qualifications and Elections Committee, whichever is later. The Board may set compensation, reimbursement, allowances for telephonic meetings, and any other terms for the Qualifications and Elections Committee not otherwise specified by these Bylaws.
(b) It shall be the responsibility of the Qualifications and Elections Committee to verify the qualifications of Director Nominees.
(c) In the exercise of its responsibility, the Qualifications and Elections Committee shall have available to it the assistance of staff and the advice of legal counsel provided by the Cooperative, and shall be subject to the limits of Article III, Sec. 2 (p) of these Bylaws.
(d) The Qualifications and Elections Committee's decisions (as reflected by a majority of those actually present and voting) on all matters covered by this Section shall be final.
(e) In all matters, the Qualifications and Elections Committee shall assume the truth of matters asserted by Director Nominees, and act accordingly, unless the Committee has identified a reasonable and specific basis for acting otherwise.

PEC's Election Policy and Procedures Section 6.2.1.6 provides the following:
Qualifications and Elections Committee
At least a week before the Regular Board meeting 4 months prior to an election, each Director may submit to the Governance Team the name of a person or persons residing in the Director's District eligible and willing to serve on the Qualifications and Elections Committee, as described in the Bylaws. At the Regular Board meeting 4 months before an election, the Board will appoint the Qualifications and Elections Committee, with no less than three (3) nor more than seven (7) members, preferably with one member from each Director District.

The resolution will set compensation, if any, deadlines, reimbursement, allowances for telephonic meetings, and any other terms specified by the Board, and will specify that the Committee shall operate in accordance with the Bylaws and these Election Procedures. Members of the Qualifications and Elections Committee will have access to personal candidate information. The Qualifications and Elections Committee will use personal

candidate information only as needed for service on the Qualifications and Elections Committee and will not further disclose the information unless required as a matter of law.

WHEREAS the Bylaws of the Cooperative require the Board to appoint a Qualifications and Elections Committee (the "Committee") to review and determine the qualifications of applicants who wish to be candidates for election to the Board, and in accordance with the Cooperative's Election Policy and Procedures;

NOW, THEREFORE, BE IT RESOLVED that the following individuals are appointed to serve on the Qualifications and Elections Committee for the 2023 Election:
1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____; and

BE IT FURTHER RESOLVED that the following individuals are appointed as alternates to serve on the Qualifications and Elections Committee for the 2023 Election should an appointed member be unable to serve:
1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____; and

BE IT FURTHER RESOLVED that the Committee will elect its own officers (Chair and Secretary), and will have access to information gathered from various sources, including the Candidates themselves, public records, and the Cooperative; and

BE IT FURTHER RESOLVED that the Cooperative will provide legal counsel and staff support; and

BE IT FURTHER RESOLVED that the Committee should conduct Meetings as often as the Committee determines that they are needed to perform the review of Candidate applications, and these meetings may be conducted by phone or at a place of the Committee's choosing; and

BE IT FURTHER RESOLVED that Committee members are paid $150 for each telephonic or live meeting lasting more than one hour; the Cooperative will reimburse mileage and reasonable meal expenses incurred by Committee members in the course of their service; and provide indemnification and protection from liability for Committee members serving in that capacity as provided for in the PEC Bylaws; and

BE IT FURTHER RESOLVED that the General Counsel, or designee, is authorized and directed to take all actions necessary to implement this resolution.

File #: 2023-017, **Version:** 1

2023 Election Timeline Update - D Ballard (Written Report in Materials)

Submitted By: Don Ballard
Department: General Counsel
Financial Impact and Cost/Benefit Considerations: Expenditure of Cooperative funds is estimated in the amount of $0 to process the election timeline. Responsibilities required of staff time are part of ordinary governance operations.

Section 3.2 of the Election Policy and Procedures provides that the Board will consider, amend (if desired), and approve an Election Timeline at least 5 months prior to each Annual Meeting of Members. The timeline sets out the key dates relative to the election to be held before the Annual Meeting.

2023 ELECTION TIMELINE DIRECTOR ELECTION BALLOTS, DISTRICTS 2 and 3 NOTE: All due dates apply to all election ballots.					
#	**Item**	**EPP or Other Policy**	**Responsible Party**	**Due Date**	**2022 - 2023 Deadline****
1	Draft Resolution - Approval of Annual Election Services Provider Contract	4.1	BOD / GC / GT	At or before the August Regular Board Meeting	6/16/2022
2	Final Resolution - Approval of Annual Election Services Provider Contract	4.1	BOD / GC / GT	At or before the August Regular Board Meeting	7/21/2022
3	Draft Resolution - Establish Annual Meeting Date and Location	3.1	BOD / GC / GT	At or before the August Regular Board Meeting but no later than December each year	9/15/2022
4	Final Resolution - Establish Annual Meeting Date and Location	3.1	BOD / GC / GT	At or before the August Regular Board Meeting but no later than December each year	10/20/2022
5	Present Draft Election Timeline	3.2	GT	At least 6 months prior to Annual Meeting	11/18/2022
6	Communications Draft Plan overview presented to the Board of Directors	7.3	External Relations	At or before Regular Board Meeting 5 months before an election	11/18/2022
7	Approve Election Timeline	3.2	BOD	At least 6 months prior to Annual Meeting	12/16/2022
8	Final Communications Plan to be approved by the Board of Directors	7.3	BOD	At or before Regular Board Meeting 5 months before an election	12/16/2022
9	Conduct Internal Coordination Meeting and Establish PEC Election Team	3.3	GC / GT / ER / Mapping / IT / Member Relations / SBS	Upon approval of the Election Timeline (meeting set after approval of election timeline)	12/19/2022
10	Retain Background Verifier	6.2.1.7	GC / GT	As specified in this timeline	1/3/2023
11	Post and make available Nomination Application and Ballot Materials	6.2.1.1.1	BRS / GT / ER / Member Relations / Mapping	At least 5 months prior to Annual Meeting	1/17/2023
12	Direct the General Counsel to prepare proposed Non-Director Election items	6.1	GC / BOD	No later than the Regular Board Meeting 5 months prior to an election	1/20/2023
13	Membership List Availability	7.7	GT / IT / MR	2 months before the deadline for candidate application as specified in Section 6.2.1.4.	1/27/2023
14	Directors requested to submit the name(s) of a person or persons (including an alternate) residing in the Director's District eligible and willing to serve on the Qualifications and Elections Committee	6.2.1.6	BOD / GT	As specified in this timeline	2/1/2023
15	Director submits the name(s) of a person or persons (including an alternate) residing in the Director's District eligible and willing to serve on the Qualifications and Elections Committee	6.2.1.6	BOD / GT	At least a week before the Regular Board meeting 4 months prior to an election	2/10/2023
16	Election Services Provider to Present Quality Control steps to the General Counsel	7.12	SBS / GC / GT	Four (4) months prior to the member meeting, the Election Services provider shall provide PEC a list of quality-control steps to be taken before the Member Meeting, including process for the release and announcement of election results	2/17/2023
17	Board appoints the Qualifications and Elections Committee	6.2.1.6	BOD / QC	At the Regular Board meeting 4 months before an election	2/17/2023
18	Nomination Application and Ballot Materials Deadline - Candidate Application to be delivered to the Governance Team at PEC Headquarters in Johnson City	6.2.1.4	Candidate Applicants / Governance Team	At or before 5 p.m. on the last business day falling 82 days or more before the date of the Member Meeting	3/27/2023

2023 ELECTION TIMELINE DIRECTOR ELECTION BALLOTS, DISTRICTS 2 and 3 NOTE: All due dates apply to all election ballots.					
#	**Item**	**EPP or Other Policy**	**Responsible Party**	**Due Date**	**2022 - 2023 Deadline****
20	Member Record Date for Petition Signatures	5.1	Governance Team / Member Relations	At or before 5 p.m. on the Record Date for a Member to be eligible to sign a nomination petition is the date of the verification of the signatures by PEC	3/27/2023
19	Qualifications and Elections Committee Meeting Date	6.2.1.6	QEC / GC / EC / GT	The QEC reviews all candidate material and then makes recommendation to the board of the candidates' slate	4/5/2023 & 4/6/2023
22	Candidate Orientation and Candidate Photographs	7.1, 7.5	Candidate Applicants / Governance Team / External Relations	The week preceding the April Regular Meeting of the Board	4/10/2023
23	Election withdrawal deadline for removal from Ballot	7.2	Candidate Applicants	Before Board approval of Ballot	4/21/2023
25	Presentation and approval of Candidate slate, Ballot, and any Non-Director Election items	6.2.1.9, 6.2.1.10	Qualifications and Elections Committee / GC	At least 2 months prior to an election	4/21/2023
26	Written Notice of Annual Member Meeting	TX Utilities Code 161.068	GC / GT	Between 30 and 10 days before the date of the Annual Meeting	5/16/2023
27	Mailing of Ballots*	7.4.1	SBS	Delivered between 25 and 30 days before the Annual Meeting	5/16/2023
28	Online voting site goes live	7.4.2	SBS	30 days before the Annual Meeting	5/16/2023
29	Electronic voting devices available to membership at PEC offices		Elections Committee / Governance Team	Devices are set up in each district office up for election, by 5:00pm, on the business day prior to online voting going live	5/16/2023
30	Initial voting email notifications	7.4.3	SBS	Between 25 and 30 days before the Annual Meeting	5/16/2023
31	Initial PEC Corporate Fact Sheet emailed to all PEC Members	7.3	External Relations	As approved in the Communications plan	5/16/2023
32	Update on voter turnout (totals by each director election district)	7.11	GC / GT	Once weekly after ballots are initially mailed	5/22/2023
33	Supplemental mailing of ballots to Members since previous mailing	7.4.1	SBS / IT	As specified in this timeline	5/22/2023
34	Second - voting email notifications	7.4.3	SBS	As specified in this timeline	5/22/2023
35	Second - PEC Corporate Fact Sheet emailed to all PEC Members	7.3	External Relations	As approved in the Communications plan	5/22/2023
36	Update on voter turnout (totals by each director election district)	7.11	GC / GT	Once weekly after Ballots are initially mailed	5/30/2023
37	Supplemental mailing of ballots to Members since previous mailing	7.4.1	SBS / IT	No later than 16 days before the Member Meeting at which Election Results are Announced	5/30/2023
38	Third - voting email notifications	7.4.3	SBS	As specified in this timeline	5/30/2023
39	Third - PEC Corporate Fact Sheet emailed to all PEC Members	7.3	External Relations	As approved in the Communications plan	5/30/2023
40	Update on voter turnout (totals by each director election district)	7.11	GC / GT	Once weekly after ballots are initially mailed	6/5/2023
41	Final - Reminder voting emails	7.4.3	SBS	As specified in this timeline	6/5/2023
42	Final - PEC Corporate Fact Sheet emailed to all PEC Members	7.3	External Relations	As approved in the Communications plan	6/5/2023
43	Supplemental mailing of ballots to Members since previous mailing	7.4.1	SBS / IT	As specified in this timeline	6/5/2023
44	Record Date for Casting Ballot	5.2 Bylaws, Art. II, § 9	IT / GT	Close of business, at least eight (8) business days before Annual Meeting	6/8/2023, 5:00pm
45	Deadline for Mailing or Casting Online Ballots; Ballots must be received by Election Services Provider	8.2, 8.4 Bylaws Art. II, § 8	SBS	No later than seven (7) days prior to the Member Meeting at which the Elections Results are announced	6/9/2023, 5:00 p.m.

2023 ELECTION TIMELINE DIRECTOR ELECTION BALLOTS, DISTRICTS 2 and 3 NOTE: All due dates apply to all election ballots.					
#	**Item**	**EPP or Other Policy**	**Responsible Party**	**Due Date**	**2022 - 2023 Deadline****
46	Pre-Announcement and Pre-Results Delivery Quality Control; Post-Tabulation Quality Control	7.13, 8.2, 8.4 & 8.7 Bylaws Art. II, § 8	SBS / GC	No later than four (4) days prior to the Member Meeting at which pre-announcement and pre-results delivery quality control and pre / post-tabulation quality control is performed by SBS	6/12/2023
47	Election Services Provider Certifies Election Results and Provides Results to PEC	7.11 8.4 8.8	GC / GT	No later than four (4) days prior to the Member Meeting at which Election Results are announced	6/12/2023
48	Candidates and Board Advised of Election Results immediately before Results Released to Membership	7.11 8.4	GC / GT	Three (3) days prior to the Member Meeting at which Election Results are announced	6/13/2023
49	Election Results Released to PEC Membership	7.11 8.4	GC / GT / External Relations	No later than three (3) days prior to the Member Meeting at which Election Results are released	6/13/2023
50	Announcement of Certified Election Results at Annual Meeting	8.4 8.8	SBS, or as designated by BOD	On the date of Member Meeting and as specified in this timeline election results are announced	6/16/2023
51	Post-Election Director Acknowledgements	8.90	BOD	On the date of Member Meeting after the Meeting has concluded	6/16/2023
52	Final Election Results: District-by-District Results	9.1	SBS	Within five business days of the Annual Meeting, SBS will provide district-by-district results	6/23/2023
53	Post-Election Analysis	9.2	GC / GT	Within two months after the Annual Meeting	8/18/2023
	**** Ballots are mailed for intended delivery to Members on the first day of voting period. It is anticipated that U.S. addresses will be mailed 3 days in advance and international addresses 10-15 days in advance of the first day of voting.***				
	***** Dates listed on this timeline are subject to change with Board of Directors' Meeting dates.***				

LEGEND:			
Board of Directors	BOD	Election/Board Counsel	EC
Board Reporting Secretary	BRS	Qualifications & Election Committee	QEC
Governance Team	GT	Survey & Ballot Systems (Election Services Provider)	SBS (ESP)
General Counsel	GC	Information Technology Department	IT
External Relations	ER	Articles of Incorporation	Art.
		Election Policy and Procedures	EPP

File #: 2023-018, **Version:** 1

List of Board Approved Future Meetings

Submitted By: Don Ballard
Department: General Counsel
Financial Impact and Cost/Benefit Considerations: N/A

From time to time, the Board may set the annual Board meetings schedule as attached to this agenda item. Further, the Cooperative's Bylaws describe the types of meetings, notice requirements, and Board quorum as outlined below.

BYLAWS ARTICLE IV - Meetings of Directors Section 1. Regular Board Meetings: A regular meeting of the Board of Directors shall be held on the third Monday of each month at the E. Babe Smith Headquarters Building of the Cooperative in Blanco County, Texas, unless another meeting location, time and/or date is set by the Board of Directors ("Regular Board Meeting").

Section 2. Special Board Meetings: Special meetings of the Board of Directors ("Special Board Meetings") may be called by the President or any four (4) Directors. The person or persons authorized to call a Special Board Meeting may fix the time and place for the holding of any Special Board Meeting called by them.

Section 3. Telephonic or Electronic Participation in Board Meetings: For good cause and with approval of the Board of Directors, a Regular Board Meeting or Special Board Meeting (each a "Board Meeting") may be conducted with Directors participating but not physically present but deemed present in person through a means of communication by which all Directors participating in the Board Meeting may simultaneously hear, reasonably and verifiably identify themselves, and generally simultaneously and instantaneously communicate with each other during the Board Meeting. Directors that are not physically present may deliberate and vote on the question of approving telephonic or electronic participation. A vote to approve telephonic or electronic participation in any Board Meeting is exempt from the notice requirements herein specified. Such Board Meeting shall be compliant with the Cooperative's Open Meetings Policy, and Members shall have the opportunity to monitor the Board Meeting electronically or in person. A Director may be compensated for a Board Meeting at which that Director participated but was not physically present only with Board approval.

Section 4. Notice: Notice of the time, place and purpose of any Regular Board Meeting shall be given at least seventy-two (72) hours previous thereto, by written notice, delivered personally, electronically, or by mail, to each Director at the Director's last known address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. Meeting notices and agendas will be posted on the Cooperative's website at least seventy-two (72) hours before each Regular Board Meeting. In an emergency or when there is an urgent necessity, the notice of a Board Meeting or the supplemental notice of a subject added as an item to the agenda for a Board Meeting for which notice has been posted in accordance with this Section is sufficient if it is posted for at least two (2) hours before the Board Meeting is convened. An emergency or an urgent necessity exists only if immediate action is required because of a reasonably unforeseeable situation. The Board of Directors shall clearly identify the emergency or urgent necessity in the notice or supplemental notice under this Section.

Section 5. Board Quorum: Four (4) or more Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, except in the case when four (4) or more vacancies exist on the Board, in which case a majority of the Board shall constitute a quorum ("Board Quorum").

2023 Board Meeting Calendar

- January 20, 2023 Regular Meeting at 9:00 am on Friday at the PEC Headquarters
- February 17, 2023 Regular Meeting at 9:00 am on Friday at the PEC Headquarters
- March 17, 2023 Regular Meeting at 9:00 am on Friday at the PEC Headquarters
- April 21, 2023 Regular Meeting at 9:00 am on Friday at the PEC Headquarters
- May 19, 2023 Regular Meeting at 9:00 am on Friday at the PEC Headquarters
- June 16, 2023 Regular Meeting immediately following the conclusion of the 2023 Annual Membership Meeting on Friday at the PEC Headquarters
- July 21, 2023 Regular Meeting at 9:00 am on Friday at the PEC Headquarters
- August 18, 2023 Regular Meeting at 9:00 am on Friday at the PEC Headquarters
- September 15, 2023 Regular Meeting at 9:00 am on Friday at the PEC Headquarters
- October 20, 2023 Regular Meeting at 9:00 am on Friday at the PEC Headquarters
- November 17, 2023 Regular Meeting at 9:00 am on Friday at the PEC Headquarters
- December 15, 2023 Regular Meeting at 9:00 am on Friday at the PEC Headquarters

File #: 2023-019, **Version:** 1

Board Planning Calendar (Written Report in Materials)

Submitted By: Don Ballard
Department: General Counsel
Financial Impact and Cost/Benefit Considerations: N/A

In connection with agenda planning and strategy, the Cooperative provides an annual calendar of all agenda items to ensure compliance and governance matters. The annual calendar also includes ad hoc items.

3-Month Outlook Planning Calendar - February 2023 through April 2023

Item #	Month	Item	Owner	Due Date Notes	Strategic Item / Compliance Item	Reoccurring / Ad-hoc
		FEB				
1	2	2023 Election Timeline Update	General Counsel	February Regular BOD Meeting	Compliance - Election Policy and Procedures	Reoccurring
2	2	Approval Resolution – Approval for Directing the General Counsel to Prepare 2023 Proposed Non-Director Election Ballot Item(s)	General Counsel	February Regular BOD Meeting	Strategic	Reoccurring
3	2	Approval Resolution – Approval of Appointments to 2023 Qualifications and Elections Committee	General Counsel	February Regular BOD Meeting	Compliance	Reoccurring
4	2	Approval Resolution(s) – Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions	Chief Operations Officer	February Regular BOD Meeting	Strategic	Reoccurring
5	2	Approval Resolution(s) – Approval of Real Property Acquisitions or Real Property Dispositions	Chief Operations Officer	February Regular BOD Meeting	Strategic	Reoccurring
6	2	Cooperative Financial Update	Chief Financial Officer	February Regular BOD Meeting	Strategic	Reoccurring
7	2	Cooperative Operations Update	Chief Operations Officer	February Regular BOD Meeting	Compliance	Reoccurring
8	2	Cooperative Update	Chief Executive Officer	February Regular BOD Meeting	Strategic	Reoccurring
9	2	Cyber Security Biannual Update	Compliance & Regulatory	February Regular BOD Meeting	Strategic	Biannual
10	2	Draft Resolution - Approval of Construction Contract for Leander to Nameless	Engineering	February Regular BOD Meeting	Strategic	Ad-hoc
11	2	Draft Resolution - Approval of Construction Contract for Relocation of Transmission Underground	Engineering	February Regular BOD Meeting	Strategic	Ad-hoc
12	2	Key Performance Indicator (KPI) of 2022 Period 2 Results	Chief Operations Officer	February Regular BOD Meeting	Strategic	Reoccurring
13	2	Markets Monthly Report	VP, Markets	February Regular BOD Meeting	Strategic	Reoccurring
14	2	Personnel Matters	Human Resources	February Regular BOD Meeting	Strategic	Reoccurring
15	2	Real Estate Update	Chief Operations Officer	February Regular BOD Meeting	Strategic	Bi-Annual
16	2	Safety and Security Matters	Chief Operations Officer	February Regular BOD Meeting	Strategic	Reoccurring
17	2	Transmission Operations and Control Center Update	Chief Operations Officer	February Regular BOD Meeting	Strategic	Reoccurring
		MAR				
18	3	2023 Election Timeline Update	General Counsel	March Regular BOD Meeting	Compliance - Election Policy and Procedures	Reoccurring
19	3	Approval Resolution - Approval of Construction Contract for Leander to Nameless	Engineering	March Regular BOD Meeting	Strategic	Ad-hoc
20	3	Approval Resolution - Approval of Construction Contract for Relocation of Transmission	Engineering	March Regular BOD Meeting	Strategic	Ad-hoc
21	3	Approval Resolution(s) – Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions	Chief Operations Officer	March Regular BOD Meeting	Strategic	Reoccurring
22	3	Approval Resolution(s) – Approval of Real Property Acquisitions or Real Property Dispositions	Chief Operations Officer	March Regular BOD Meeting	Strategic	Reoccurring
23	3	Cooperative Financial Update	Chief Financial Officer	March Regular BOD Meeting	Strategic	Reoccurring
24	3	Cooperative Operations Update	Chief Operations Officer	March Regular BOD Meeting	Strategic	Reoccurring
25	3	Cooperative Update	Chief Executive Officer	March Regular BOD Meeting	Strategic	Reoccurring
26	3	Draft Resolution – Approval and Certification of 2023 Election Ballot	General Counsel	March Regular BOD Meeting	Compliance	Reoccurring
27	3	Draft Resolution - Approval of 2023 Annual Membership Meeting Agenda	General Counsel	March Regular BOD Meeting	Compliance	Reoccurring
28	3	Draft Resolution – Approval of 2023 Cooperative Response Center (CRC) Voting Delegates	Chief Operations Officer	March Regular BOD Meeting	Compliance	Reoccurring
29	3	Markets Monthly Report	VP, Markets	March Regular BOD Meeting	Strategic	Reoccurring
30	3	Personnel Matters	Human Resources	March Regular BOD Meeting	Strategic	Reoccurring

3-Month Outlook Planning Calendar - February 2023 through April 2023

Item #	Month	Item	Owner	Due Date Notes	Strategic Item / Compliance Item	Reoccurring / Ad-hoc
			MAR			
31	3	Safety and Security Matters	Chief Operations Officer	March Regular BOD Meeting	Strategic	Reoccurring
32	3	Transmission Operations and Control Center Update	Chief Operations Officer	March Regular BOD Meeting	Strategic	Reoccurring
			APR			
33	4	2023 Election Timeline Update	General Counsel	April Regular BOD Meeting	Compliance - Election Policy and Procedures	Reoccurring
34	4	Approval Resolution – Approval and Certification of 2023 Election Ballot	General Counsel	April Regular BOD Meeting	Compliance	Reoccurring
35	4	Approval Resolution – Approval of 2022 Financial Audit and Management Letter by Bolinger, Segars, Gilbert & Moss (BSGM)	Chief Financial Officer	April Regular BOD Meeting	Compliance	Reoccurring
36	4	Approval Resolution – Approval of 2023 Annual Membership Meeting Agenda	General Counsel	April Regular BOD Meeting	Strategic	Reoccurring
37	4	Approval Resolution – Approval of 2023 Cooperative Response Center (CRC) Voting Delegates	Chief Operations Officer	April Regular BOD Meeting	Compliance	Reoccurring
38	4	Approval Resolution – Approval of Director Candidates for 2023 Pedernales Electric Cooperative Board of Director's Election Ballot	General Counsel	April Regular BOD Meeting	Compliance	Reoccurring
39	4	Approval Resolution(s) – Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions	Chief Operations Officer	April Regular BOD Meeting	Strategic	Reoccurring
40	4	Approval Resolution(s) – Approval of Real Property Acquisitions or Real Property Dispositions	Chief Operations Officer	April Regular BOD Meeting	Strategic	Reoccurring
41	4	Audit Committee Meeting – 2022 Financial Audit	Chief Financial Officer	April Audit Committee Meeting	Compliance	Reoccurring
42	4	Audit Plan Report 2023	Chief Financial Officer	April Regular BOD Meeting	Strategic	Reoccurring
43	4	Chief Executive Officer Action Plan and Annual Performance Goals Quarterly Update	Board of Directors	April Regular BOD Meeting	Compliance	Quarterly
44	4	Cooperative Financial Update	Chief Financial Officer	April Regular BOD Meeting	Strategic	Reoccurring
45	4	Cooperative Operations Update	Chief Operations Officer	April Regular BOD Meeting	Strategic	Reoccurring
46	4	Cooperative Update	Chief Executive Officer	April Regular BOD Meeting	Strategic	Reoccurring
47	4	Distribution System Planning Update	VP, Engineering	April Regular BOD Meeting	Strategic	April/ September
48	4	Draft Resolution - Approval of Construction Contract for Trading Post to Cedar Valley	Engineering	April Regular BOD Meeting	Strategic	Ad-hoc
49	4	Enterprise Risk Management (ERM) Update	VP, Compliance & Regulatory	April Regular BOD Meeting	Strategic	Biannual
50	4	Markets Monthly Report	VP, Markets	April Regular BOD Meeting	Strategic	Reoccurring
51	4	Personnel Matters	Human Resources	April Regular BOD Meeting	Strategic	Reoccurring
52	4	Presentation of 2022 Financial Audit and Management Letter by Bolinger, Segars, Gilbert & Moss (BSGM)	Chief Financial Officer	April Audit Committee Meeting	Strategic	Reoccurring
53	4	Qualifications and Elections Committee (QEC) Recommendation of Qualified Candidates - QEC Rep.	General Counsel	April Regular BOD Meeting	Compliance	Reoccurring
54	4	Safety and Security Matters	Chief Operations Officer	April Regular BOD Meeting	Strategic	Reoccurring
55	4	Transmission Operations and Control Center Update	Chief Operations Officer	April Regular BOD Meeting	Strategic	Reoccurring

PEC Annual Planning Calendar

Item #	Month	Description	Owner	Due Date Notes	Strategic Item/Compliance Item	Reoccurring/ Ad-hoc
1	1	2023 Election Timeline Update	General Counsel	January Regular BOD Meeting	Compliance - Election Policy and Procedures	Reoccurring
2	1	Approval Resolution – Approval of 2023 Key Performance Indicators Plan Methodology	Chief Operations Officer	January Regular BOD Meeting	Strategic	Reoccurring
3	1	Approval Resolution – Approval of 2023 NRECA Annual Membership Dues	Chief Executive Officer	January Regular BOD Meeting	Compliance	Reoccurring
4	1	Approval Resolution - Approval of Amendments to the Tariff and Business Rules - Dual Feed Rider	VP, Markets	January Regular BOD Meeting	Strategic	Ad-hoc
5	1	Approval Resolution - Approval of Amendments to the Tariff and Business Rules - Industrial Rate Annual Update	VP, Markets	January Regular BOD Meeting	Strategic	Ad-hoc
6	1	Approval Resolution - Approval of Amendments to the Tariff and Business Rules - Interconnect Rate Annual Update	VP, Markets	January Regular BOD Meeting	Strategic	Ad-hoc
7	1	Approval Resolution - Approval of Construction Contract for Hero Way Substation	Engineering	January Regular BOD Meeting	Strategic	Ad-hoc
8	1	Approval Resolution – Approval of TEC Annual Membership Dues	Chief Executive Officer	January Regular BOD Meeting	Strategic	Reoccurring
9	1	Approval Resolution(s) – Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions	Chief Operations Officer	January Regular BOD Meeting	Strategic	Reoccurring
10	1	Approval Resolution(s) – Approval of Real Property Acquisitions or Real Property Dispositions	Chief Operations Officer	January Regular BOD Meeting	Strategic	Reoccurring
11	1	Cooperative Financial Update	Chief Financial Officer	January Regular BOD Meeting	Strategic	Reoccurring
12	1	Cooperative Operations Update	Chief Operations Officer	January Regular BOD Meeting	Strategic	Reoccurring
13	1	Cooperative Update	Chief Executive Officer	January Regular BOD Meeting	Strategic	Reoccurring
14	1	Draft Resolution – Approval of 2023 NRECA Annual Meeting Voting Delegates, 2023 CFC District Voting Delegates, and 2023 NRTC Voting Delegates	General Counsel	January Regular BOD Meeting	Strategic	Reoccurring
15	1	Draft Resolution – Approval for Directing the General Counsel to Prepare 2023 Proposed Non-Director Election Ballot Item(s)	General Counsel	January Regular BOD Meeting	Strategic	Reoccurring
16	1	Draft Resolution – Approval of Appointments to 2023 Qualifications and Elections Committee	General Counsel	January Regular BOD Meeting	Compliance	Reoccurring
17	1	Markets Monthly Report	VP, Markets	January Regular BOD Meeting	Strategic	Reoccurring
18	1	Personnel Matters	Human Resources	January Regular BOD Meeting	Strategic	Reoccurring
19	1	Safety and Security Matters	Chief Operations Officer	January Regular BOD Meeting	Strategic	Reoccurring
20	1	Transmission Operations and Control Center Update	Chief Operations Officer	January Regular BOD Meeting	Strategic	Reoccurring
21	2	2023 Election Timeline Update	General Counsel	February Regular BOD Meeting	Compliance - Election Policy and Procedures	Reoccurring
22	2	Approval Resolution – Approval for Directing the General Counsel to Prepare 2023 Proposed Non-Director Election Ballot Item(s)	General Counsel	February Regular BOD Meeting	Strategic	Reoccurring
23	2	Approval Resolution – Approval of Appointments to 2023 Qualifications and Elections Committee	General Counsel	February Regular BOD Meeting	Compliance	Reoccurring
24	2	Approval Resolution(s) – Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions	Chief Operations Officer	February Regular BOD Meeting	Strategic	Reoccurring
25	2	Approval Resolution(s) – Approval of Real Property Acquisitions or Real Property Dispositions	Chief Operations Officer	February Regular BOD Meeting	Strategic	Reoccurring
26	2	Cooperative Financial Update	Chief Financial Officer	February Regular BOD Meeting	Strategic	Reoccurring
27	2	Cooperative Operations Update	Chief Operations Officer	February Regular BOD Meeting	Compliance	Reoccurring
28	2	Cooperative Update	Chief Executive Officer	February Regular BOD Meeting	Strategic	Reoccurring
29	2	Cyber Security Biannual Update	Compliance & Regulatory	February Regular BOD Meeting	Strategic	Biannual
30	2	Draft Resolution - Approval of Construction Contract for Leander to Nameless	Engineering	February Regular BOD Meeting	Strategic	Ad-hoc
31	2	Draft Resolution - Approval of Construction Contract for Relocation of Transmission Underground	Engineering	February Regular BOD Meeting	Strategic	Ad-hoc
32	2	Key Performance Indicator (KPI) of 2022 Period 2 Results	Chief Operations Officer	February Regular BOD Meeting	Strategic	Reoccurring

PEC Annual Planning Calendar

Item #	Month	Description	Owner	Due Date Notes	Strategic Item/Compliance Item	Reoccurring/ Ad-hoc
33	2	Markets Monthly Report	VP, Markets	February Regular BOD Meeting	Strategic	Reoccurring
34	2	Personnel Matters	Human Resources	February Regular BOD Meeting	Strategic	Reoccurring
35	2	Real Estate Update	Chief Operations Officer	February Regular BOD Meeting	Strategic	Bi-Annual
36	2	Safety and Security Matters	Chief Operations Officer	February Regular BOD Meeting	Strategic	Reoccurring
37	2	Transmission Operations and Control Center Update	Chief Operations Officer	February Regular BOD Meeting	Strategic	Reoccurring
38	3	2023 Election Timeline Update	General Counsel	March Regular BOD Meeting	Compliance - Election Policy and Procedures	Reoccurring
39	3	Approval Resolution - Approval of Construction Contract for Leander to Nameless	Engineering	March Regular BOD Meeting	Strategic	Ad-hoc
40	3	Approval Resolution - Approval of Construction Contract for Relocation of Transmission Underground	Engineering	March Regular BOD Meeting	Strategic	Ad-hoc
41	3	Approval Resolution(s) – Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions	Chief Operations Officer	March Regular BOD Meeting	Strategic	Reoccurring
42	3	Approval Resolution(s) – Approval of Real Property Acquisitions or Real Property Dispositions	Chief Operations Officer	March Regular BOD Meeting	Strategic	Reoccurring
43	3	Cooperative Financial Update	Chief Financial Officer	March Regular BOD Meeting	Strategic	Reoccurring
44	3	Cooperative Operations Update	Chief Operations Officer	March Regular BOD Meeting	Strategic	Reoccurring
45	3	Cooperative Update	Chief Executive Officer	March Regular BOD Meeting	Strategic	Reoccurring
46	3	Draft Resolution – Approval and Certification of 2023 Election Ballot	General Counsel	March Regular BOD Meeting	Compliance	Reoccurring
47	3	Draft Resolution - Approval of 2023 Annual Membership Meeting Agenda	General Counsel	March Regular BOD Meeting	Compliance	Reoccurring
48	3	Draft Resolution – Approval of 2023 Cooperative Response Center (CRC) Voting Delegates	Chief Operations Officer	March Regular BOD Meeting	Compliance	Reoccurring
49	3	Markets Monthly Report	VP, Markets	March Regular BOD Meeting	Strategic	Reoccurring
50	3	Personnel Matters	Human Resources	March Regular BOD Meeting	Strategic	Reoccurring
51	3	Safety and Security Matters	Chief Operations Officer	March Regular BOD Meeting	Strategic	Reoccurring
52	3	Transmission Operations and Control Center Update	Chief Operations Officer	March Regular BOD Meeting	Strategic	Reoccurring
53	4	2023 Election Timeline Update	General Counsel	April Regular BOD Meeting	Compliance - Election Policy and	Reoccurring
54	4	Approval Resolution – Approval and Certification of 2023 Election Ballot	General Counsel	April Regular BOD Meeting	Compliance	Reoccurring
55	4	Approval Resolution – Approval of 2022 Financial Audit and Management Letter by Bolinger, Segars, Gilbert & Moss (BSGM)	Chief Financial Officer	April Regular BOD Meeting	Compliance	Reoccurring
56	4	Approval Resolution – Approval of 2023 Annual Membership Meeting Agenda	General Counsel	April Regular BOD Meeting	Strategic	Reoccurring
57	4	Approval Resolution – Approval of 2023 Cooperative Response Center (CRC) Voting Delegates	Chief Operations Officer	April Regular BOD Meeting	Compliance	Reoccurring
58	4	Approval Resolution – Approval of Director Candidates for 2023 Pedernales Electric Cooperative Board of Director's Election Ballot	General Counsel	April Regular BOD Meeting	Compliance	Reoccurring
59	4	Approval Resolution(s) – Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions	Chief Operations Officer	April Regular BOD Meeting	Strategic	Reoccurring
60	4	Approval Resolution(s) – Approval of Real Property Acquisitions or Real Property Dispositions	Chief Operations Officer	April Regular BOD Meeting	Strategic	Reoccurring
61	4	Audit Committee Meeting – 2022 Financial Audit	Chief Financial Officer	April Audit Committee Meeting	Compliance	Reoccurring
62	4	Audit Plan Report 2023	Chief Financial Officer	April Regular BOD Meeting	Strategic	Reoccurring
63	4	Chief Executive Officer Action Plan and Annual Performance Goals Quarterly Update	Board of Directors	April Regular BOD Meeting	Compliance	Quarterly
64	4	Cooperative Financial Update	Chief Financial Officer	April Regular BOD Meeting	Strategic	Reoccurring
65	4	Cooperative Operations Update	Chief Operations Officer	April Regular BOD Meeting	Strategic	Reoccurring

PEC Annual Planning Calendar

Item #	Month	Description	Owner	Due Date Notes	Strategic Item/Compliance Item	Reoccurring/ Ad-hoc
66	4	Cooperative Update	Chief Executive Officer	April Regular BOD Meeting	Strategic	Reoccurring
67	4	Distribution System Planning Update	VP, Engineering	April Regular BOD Meeting	Strategic	April/ September
68	4	Draft Resolution - Approval of Construction Contract for Trading Post to Cedar Valley	Engineering	April Regular BOD Meeting	Strategic	Ad-hoc
69	4	Enterprise Risk Management (ERM) Update	VP, Compliance & Regulatory	April Regular BOD Meeting	Strategic	Biannual
70	4	Markets Monthly Report	VP, Markets	April Regular BOD Meeting	Strategic	Reoccurring
71	4	Personnel Matters	Human Resources	April Regular BOD Meeting	Strategic	Reoccurring
72	4	Presentation of 2022 Financial Audit and Management Letter by Bolinger, Segars, Gilbert & Moss (BSGM)	Chief Financial Officer	April Audit Committee Meeting	Strategic	Reoccurring
73	4	Qualifications and Elections Committee (QEC) Recommendation of Qualified Candidates - QEC Rep.	General Counsel	April Regular BOD Meeting	Compliance	Reoccurring
74	4	Safety and Security Matters	Chief Operations Officer	April Regular BOD Meeting	Strategic	Reoccurring
75	4	Transmission Operations and Control Center Update	Chief Operations Officer	April Regular BOD Meeting	Strategic	Reoccurring
76	5	2023 Election Timeline Update	General Counsel	May Regular BOD Meeting	Compliance - Election Policy and Procedures	Reoccurring
77	5	Approval Resolution - Approval of Construction Contract for Trading Post to Cedar Valley	Engineering	May Regular BOD Meeting	Strategic	Ad-hoc
78	5	Approval Resolution - Review and Approval of 2023 CEO Performance Evaluation and Compensation	Board of Directors	May Regular BOD Meeting	Compliance	Reoccurring
79	5	Approval Resolution(s) – Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions	Chief Operations Officer	May Regular BOD Meeting	Strategic	Reoccurring
80	5	Approval Resolution(s) – Approval of Real Property Acquisitions or Real Property Dispositions	Chief Operations Officer	May Regular BOD Meeting	Strategic	Reoccurring
81	5	Cooperative Financial Update	Chief Financial Officer	May Regular BOD Meeting	Strategic	Reoccurring
82	5	Cooperative Operations Update	Chief Operations Officer	May Regular BOD Meeting	Strategic	Reoccurring
83	5	Cooperative Update	Chief Executive Officer	May Regular BOD Meeting	Strategic	Reoccurring
84	5	Draft Resolution – Review and Approval of Privacy Policy	General Counsel	May Regular BOD Meeting	Compliance	Reoccurring
85	5	Ethics and Compliance Update	Ethics & Compliance Officer	May Regular BOD Meeting	Strategic	Biannual
86	5	Markets Monthly Report	VP, Markets	May Regular BOD Meeting	Strategic	Reoccurring
87	5	Moment of Silence in Commemoration of Memorial Day	Board President	May Regular BOD Meeting	Strategic	Reoccurring
88	5	Personnel Matters	Human Resources	May Regular BOD Meeting	Strategic	Reoccurring
89	5	Safety and Security Matters	Chief Operations Officer	May Regular BOD Meeting	Strategic	Reoccurring
90	5	Transmission Operations and Control Center Update	Chief Operations Officer	May Regular BOD Meeting	Strategic	Reoccurring
91	6	Acknowledgement and Seating of Directors Elected at Annual Membership Meeting	General Counsel	June Regular BOD Meeting	Compliance - Bylaws	Reoccurring
92	6	Approval Resolution - Approval of Texas Electric Cooperative (TEC) Delegates for TEC Annual Meeting	General Counsel	June Regular BOD Meeting	Compliance - TEC	Reoccurring
93	6	Approval Resolution – Review and Approval of Privacy Policy	General Counsel	June Regular BOD Meeting	Compliance	Reoccurring
94	6	Approval Resolution(s) – Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions	Chief Operations Officer	June Regular BOD Meeting	Strategic	Reoccurring
95	6	Approval Resolution(s) – Approval of Real Property Acquisitions or Real Property Dispositions	Chief Operations Officer	June Regular BOD Meeting	Strategic	Reoccurring
96	6	Approval to Review and Reaffirm/Amend Audit Committee Charter	General Counsel	June Regular BOD Meeting	Compliance - Bylaws	Reoccurring
97	6	CFC Forum 2023 (Seattle, WA)	General Counsel	Jun 17-19, 2023	Informational	Reoccurring
98	6	Conduct Annual Membership Meeting	Chief Executive Office	During June	Compliance - Bylaws	Reoccurring
99	6	Cooperative Financial Update	Chief Financial Officer	June Regular BOD Meeting	Strategic	Reoccurring

PEC Annual Planning Calendar

Item #	Month	Description	Owner	Due Date Notes	Strategic Item/Compliance Item	Reoccurring/ Ad-hoc
100	6	Cooperative Operations Update	Chief Operations Officer	June Regular BOD Meeting	Strategic	Reoccurring
101	6	Cooperative Update	Chief Executive Office	June Regular BOD Meeting	Strategic	Reoccurring
102	6	Draft Resolution - Approval of Award to Negotiate Contract for Election Services Provider	General Counsel	June Regular BOD Meeting	Compliance	Reoccurring
103	6	Election - Office of President	General Counsel	June Regular BOD Meeting	Compliance	Reoccurring
104	6	Election - Office of Secretary and Treasurer	General Counsel	June Regular BOD Meeting	Compliance	Reoccurring
105	6	Election - Office of Vice President	General Counsel	June Regular BOD Meeting	Compliance	Reoccurring
106	6	Markets Monthly Report	VP, Markets	June Regular BOD Meeting	Strategic	Reoccurring
107	6	Personnel Matters	Human Resources	June Regular BOD Meeting	Strategic	Reoccurring
108	6	Receipt of Conflict of Interest Disclosure Form, Director Affirmation and Directors' Code of Conduct Acknowledgement for Directors	General Counsel	At conclusion of Annual Membership Meeting	Compliance - Code of Conduct, Conflict of Interest	Reoccurring
109	6	Resolution – Approval of the Appointment of Audit Committee and Audit Committee Chairperson	General Counsel	June Regular BOD Meeting	Compliance - Bylaws	Reoccurring
110	6	Safety and Security Matters	Chief Operations Officer	June Regular BOD Meeting	Strategic	Reoccurring
111	6	Transmission Operations and Control Center Update	Chief Operations Officer	June Regular BOD Meeting	Strategic	Reoccurring
112	7	Annual Review of Conflicts of Interest Certification and Disclosure Forms from Directors	General Counsel	July Regular BOD Meeting	Compliance - Bylaws	Reoccurring
113	7	Approval Resolution - Approval of Award to Negotiate Contract for Election Services Provider	General Counsel	August Regular BOD Meeting	Compliance	Reoccurring
114	7	Approval Resolution - Approval of Written Certification of the Election Results	General Counsel	Annual Membership Meeting Minutes and	Compliance – Election Policy and	Reoccurring
115	7	Approval Resolution – Approval to Appoint CFC Voting Delegates for CFC District Meeting	General Counsel	July Regular BOD Meeting	Compliance - CFC	Reoccurring
116	7	Approval Resolution – Proposal for Allocation of 2023 Net Margins to Capital Credits	Chief Financial Officer	July Regular BOD Meeting	Strategic	Reoccurring
117	7	Approval Resolution(s) – Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions	Chief Operations Officer	July Regular BOD Meeting	Strategic	Reoccurring
118	7	Approval Resolution(s) – Approval of Real Property Acquisitions or Real Property Dispositions	Chief Operations Officer	July Regular BOD Meeting	Strategic	Reoccurring
119	7	Chief Executive Officer Action Plan and Annual Performance Goals Quarterly Update	Board of Directors	July Regular BOD Meeting	Compliance	Quarterly
120	7	Cooperative Financial Update	Chief Financial Officer	July Regular BOD Meeting	Strategic	Reoccurring
121	7	Cooperative Operations Update	Chief Operations Officer	July Regular BOD Meeting	Strategic	Reoccurring
122	7	Cooperative Update	Chief Executive Officer	July Regular BOD Meeting	Strategic	Reoccurring
123	7	Draft Resolution - Approval of Amendments to PEC Bylaws	General Counsel	July Regular BOD Meeting	Compliance	Reoccurring
124	7	Election Update - Annual Voter Turnout	General Counsel	July Regular BOD Meeting	Compliance – Election Policy and Procedures	Reoccurring
125	7	Key Performance Indicator (KPI) Update of 2023 Period 1 Results	Chief Operations Officer	July Regular BOD Meeting	Strategic	Reoccurring
126	7	Markets Monthly Report	VP, Markets	July Regular BOD Meeting	Strategic	Reoccurring
127	7	Personnel Matters	Human Resources	July Regular BOD Meeting	Strategic	Reoccurring
128	7	Review of 2023 CEO Action Items	Chief Executive Officer	July Regular BOD Meeting	Strategic	Reoccurring
129	7	Safety and Security Matters	Chief Operations Officer	July Regular BOD Meeting	Strategic	Reoccurring
130	7	TEC Annual Meeting (Kalahari Resort, Round Rock, TX)	General Counsel	Jul 30, 2023-Aug 2, 2023	Informational	Reoccurring
131	7	Texas Public Power Association Annual Meeting (Westin Riverwalk, San Antonio, TX)	General Counsel	Jul 24-26, 2023	Informational	Reoccurring
132	7	Transmission Operations and Control Center Update	Chief Operations Officer	July Regular BOD Meeting	Strategic	Reoccurring
133	8	2023 Property (Real and Personal) Tax Appraisal and Assessment Update	Controller	August Regular BOD Meeting	Strategic	Reoccurring

PEC Annual Planning Calendar

Item #	Month	Description	Owner	Due Date Notes	Strategic Item/Compliance Item	Reoccurring/ Ad-hoc
134	8	Approval Resolution(s) – Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions	Chief Operations Officer	August Regular BOD Meeting	Strategic	Reoccurring
135	8	Approval Resolution(s) – Approval of Real Property Acquisitions or Real Property Dispositions	Chief Operations Officer	August Regular BOD Meeting	Strategic	Reoccurring
136	8	Cooperative Financial Update	Chief Financial Officer	August Regular BOD Meeting	Strategic	Reoccurring
137	8	Cooperative Operations Update	Chief Operations Officer	August Regular BOD Meeting	Strategic	Reoccurring
138	8	Cooperative Update	Chief Executive Officer	August Regular BOD Meeting	Strategic	Reoccurring
139	8	Cyber Security Biannual Update	Compliance & Regulatory	August Regular BOD Meeting	Strategic	Biannual
140	8	Directors' Conflict of Interest Training and Directors' Code of Conduct Training	Board Counsel	August Regular BOD Meeting	Compliance	Reoccurring
141	8	Distribution System Planning Update	VP, Engineering	September Regular BOD Meeting	Strategic	April/ September
142	8	Draft Resolution - Approval for Renewal of 2024 Medical Insurance Benefits	Human Resources	August Regular BOD Meeting	Compliance	Reoccurring
143	8	Markets Monthly Report	VP, Markets	August Regular BOD Meeting	Strategic	Reoccurring
144	8	Personnel Matters	Human Resources	August Regular BOD Meeting	Strategic	Reoccurring
145	8	Post Member-Election Analysis and Annual Review	General Counsel	August Regular BOD Meeting	Compliance - Election Policy and Procedures	Reoccurring
146	8	Safety and Security Matters	Chief Operations Officer	August Regular BOD Meeting	Strategic	Reoccurring
147	8	Transmission Operations and Control Center Update	Chief Operations Officer	August Regular BOD Meeting	Strategic	Reoccurring
148	9	Approval Resolution - Approval for Renewal of 2024 Medical Insurance Benefits	Benefits & Compensation	September Regular BOD Meeting	Compliance	Reoccurring
149	9	Approval Resolution – Approval of Directive(s) for Delegates Regarding Upcoming NRECA Regional Meeting	External Relations	September Regular BOD Meeting	Strategic	Reoccurring
150	9	Approval Resolution - Recommend Approval by Board of Directors of 2022 IRS Form 990 - Bollinger, Sears, Gilbert & Moss, LLP (BSGM)	Chief Financial Officer	September Audit Committee Meeting	Compliance	Reoccurring
151	9	Approval Resolution - Recommendation of Acceptance of the Selection of Independent Auditor and Tax Services	Chief Financial Officer	September Audit Committee Meeting	Compliance	Reoccurring
152	9	Approval Resolution(s) – Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions	Chief Operations Officer	September Regular BOD Meeting	Strategic	Reoccurring
153	9	Approval Resolution(s) – Approval of Real Property Acquisitions or Real Property Dispositions	Chief Operations Officer	September Regular BOD Meeting	Strategic	Reoccurring
154	9	Audit Committee Meeting	Chief Financial Officer	September Audit Committee Meeting	Compliance	Reoccurring
155	9	CEO Action Plan Quarterly Update	Chief Executive Officer	September Regular BOD Meeting	Strategic	Reoccurring
156	9	Cooperative Financial Update	Chief Financial Officer	September Regular BOD Meeting	Strategic	Reoccurring
157	9	Cooperative Operations Update	Chief Operations Officer	September Regular BOD Meeting	Strategic	Reoccurring
158	9	Cooperative Update	Chief Executive Officer	September Regular BOD Meeting	Strategic	Reoccurring
159	9	Draft Resolution – Approval of Election Policy and Procedures Amendments Related to 2023 Annual Director Post-Election Analysis	General Counsel	September Regular BOD Meeting	Compliance - Election Policy and Procedures	Reoccurring
160	9	Draft Resolution - Approval to Establish 2024 Annual Membership Meeting Date and Location	General Counsel	September Regular BOD Meeting	Strategic	Reoccurring
161	9	Markets Monthly Report	VP, Markets	September Regular BOD Meeting	Strategic	Reoccurring
162	9	Personnel Matters	Human Resources	September Regular BOD Meeting	Strategic	Reoccurring
163	9	Safety and Security Matters	Chief Operations Officer	September Regular BOD Meeting	Strategic	Reoccurring
164	9	Transmission Operations and Control Center Update	Chief Operations Officer	September Regular BOD Meeting	Strategic	Reoccurring
165	10	Annual Review of Strategic Plan	Board President	October Regular BOD Meeting	Strategic	Reoccurring

PEC Annual Planning Calendar

Item #	Month	Description	Owner	Due Date Notes	Strategic Item/Compliance Item	Reoccurring/ Ad-hoc
166	10	Approval Resolution - Approval of 2022 IRS Form 990	Tax & Regulatory Accounting Manager	October Regular BOD Meeting	Compliance	Reoccurring
167	10	Approval Resolution - Approval of Acceptance of the Selection of Independent Auditor and Tax Services	Controller	October Regular BOD Meeting	Compliance	Reoccurring
168	10	Approval Resolution – Approval of Election Policy and Procedures Amendments Related to 2023 Annual Director Post-Election Analysis	General Counsel	October Regular BOD Meeting	Compliance - Election Policy and Procedures	Reoccurring
169	10	Approval Resolution – Approval to Establish 2024 Annual Membership Meeting Date and Location	General Counsel	October Regular BOD Meeting	Compliance	Reoccurring
170	10	Approval Resolution(s) – Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions	Chief Operations Officer	October Regular BOD Meeting	Strategic	Reoccurring
171	10	Approval Resolution(s) – Approval Resolution of Real Property Acquisitions or Real Property Dispositions	Chief Operations Officer	October Regular BOD Meeting	Strategic	Reoccurring
172	10	Audit Plan Report 2024	Chief Financial Officer	October Regular BOD Meeting	Strategic	Reoccurring
173	10	CFC Meeting Districts 8&10 (New Orleans, LA)	General Counsel	Oct 18-20, 2023	Informational	Reoccurring
174	10	Chief Executive Officer Action Plan and Annual Performance Goals Quarterly Update	Board of Directors	October Regular BOD Meeting	Compliance	Quarterly
175	10	Cooperative Financial Update	Chief Financial Officer	October Regular BOD Meeting	Strategic	Reoccurring
176	10	Cooperative Operations Update	Chief Operations Officer	October Regular BOD Meeting	Strategic	Reoccurring
177	10	Cooperative Update	Chief Executive Officer	October Regular BOD Meeting	Strategic	Reoccurring
178	10	Draft Resolution – Approval of 2024 Operating Budget and Capital Improvement Plan (CIP), Including Items Concerning Competitive Matters, Personnel, Contracts, and Real Estate	Chief Financial Officer	October Regular BOD Meeting	Compliance	Reoccurring
179	10	Draft Resolution – Approval of 2024 Rate Plan	VP, Markets	October Regular BOD Meeting	Strategic	Reoccurring
180	10	Enterprise Risk Management (ERM) Update	VP, Compliance & Regulatory	October Regular BOD Meeting	Strategic	Biannual
181	10	Markets Monthly Report	VP, Markets	October Regular BOD Meeting	Strategic	Reoccurring
182	10	NRECA Regional Meetings 8&10 (New Orleans, LA)	General Counsel	Oct 18-20, 2023	Informational	Reoccurring
183	10	Personnel Matters	Human Resources	October Regular BOD Meeting	Strategic	Reoccurring
184	10	Plan Administration Committee (PAC) Update - Michael Hansen, Drew McCorckle, CAPTRUST Advisors	General Counsel	October Regular BOD Meeting	Compliance	Reoccurring
185	10	Safety and Security Matters	Chief Operations Officer	October Regular BOD Meeting	Strategic	Reoccurring
186	10	Transmission Operations and Control Center Update	Chief Operations Officer	October Regular BOD Meeting	Strategic	Reoccurring
187	11	Approval Resolution – Approval of 2024 Board of Directors List of Proposed Future Meetings	Board President	November Regular BOD Meeting	Compliance	Reoccurring
188	11	Approval Resolution – Approval of 2024 Operating Budget and Capital Improvement Plan (CIP), Including Items Concerning Competitive Matters, Personnel, Contracts, and Real Estate	Chief Financial Officer	November Regular BOD Meeting	Compliance	Reoccurring
189	11	Approval Resolution(s) – Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions	Chief Operations Officer	November Regular BOD Meeting	Strategic	Reoccurring
190	11	Approval Resolution(s) – Approval of Real Property Acquisitions or Real Property Dispositions	Chief Operations Officer	November Regular BOD Meeting	Strategic	Reoccurring
191	11	Cooperative Financial Update	Chief Financial Officer	November Regular BOD Meeting	Strategic	Reoccurring
192	11	Cooperative Operations Update	Chief Operations Officer	November Regular BOD Meeting	Strategic	Reoccurring
193	11	Cooperative Update	Chief Executive Officer	November Regular BOD Meeting	Strategic	Reoccurring
194	11	Draft Resolution – Approval of 2024 Election Communications Plan	External Relations	November Regular BOD Meeting	Compliance	Reoccurring
195	11	Draft Resolution – Approval of 2024 Election Timeline	General Counsel	November Regular BOD Meeting	Compliance	Reoccurring
196	11	Draft Resolution - Approval of Capital Credits Distribution and Payment during Calendar Year 2024	Chief Financial Officer	November Regular BOD Meeting	Compliance	Reoccurring
197	11	Ethics and Compliance Update	Ethics & Compliance Officer	November Regular BOD Meeting	Compliance	Biannual

PEC Annual Planning Calendar

Item #	Month	Description	Owner	Due Date Notes	Strategic Item/Compliance Item	Reoccurring/ Ad-hoc
198	11	Markets Monthly Report	VP, Markets	November Regular BOD Meeting	Strategic	Reoccurring
199	11	Personnel Matters	Human Resources	November Regular BOD Meeting	Strategic	Reoccurring
200	11	Recognition of Veterans Day	Board President	November Regular BOD Meeting	Compliance	Reoccurring
201	11	Safety and Security Matters	Chief Operations Officer	November Regular BOD Meeting	Strategic	Reoccurring
202	11	Transmission Operations and Control Center Update	Chief Operations Officer	November Regular BOD Meeting	Strategic	Reoccurring
203	12	Approval Resolution – Approval of 2024 Board of Directors List of Proposed Future Meetings	Board President	December Regular BOD Meeting	Compliance	Reoccurring
204	12	Approval Resolution – Approval of 2024 Election Communications Plan	Chief Executive Officer	December Regular BOD Meeting	Strategic	Reoccurring
205	12	Approval Resolution – Approval of 2024 Election Timeline	General Counsel	December Regular BOD Meeting	Compliance	Reoccurring
206	12	Approval Resolution - Approval of 2024 Rate Plan	VP, Markets	December Regular BOD Meeting	Strategic	Reoccurring
207	12	Approval Resolution – Approval of Appointment of Members to PEC Plan Administration Committee (PAC)	VP, Human Resources	December Regular BOD Meeting	Strategic	Reoccurring
208	12	Approval Resolution - Approval of Capital Credits Distribution and Payment during Calendar Year 2024	Chief Financial Officer	December Regular BOD Meeting	Compliance	Reoccurring
209	12	Approval Resolution – Approval of Real Property Acquisitions or Real Property Dispositions	Chief Operations Officer	December Regular BOD Meeting	Strategic	Reoccurring
210	12	Approval Resolution - Review and Approval of 2023 CEO Action Items and Bonus Evaluation	Board President	December Regular BOD Meeting	Strategic	Reoccurring
211	12	Approval Resolution(s) – Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions	Chief Operations Officer	December Regular BOD Meeting	Strategic	Reoccurring
212	12	Cooperative Financial Update	Chief Financial Officer	December Regular BOD Meeting	Strategic	Reoccurring
213	12	Cooperative Operations Update	Chief Operations Officer	December Regular BOD Meeting	Strategic	Reoccurring
214	12	Cooperative Update	Chief Executive Officer	December Regular BOD Meeting	Strategic	Reoccurring
215	12	Draft Resolution – Approval of 2024 Key Performance Indicators Plan Methodology	Chief Operations Officer	December Regular BOD Meeting	Strategic	Reoccurring
216	12	Draft Resolution – Approval of Directive for Delegates Regarding Upcoming Regional & National Meetings	External Relations	December Regular BOD Meeting	Strategic	Reoccurring
217	12	Markets Monthly Report	VP, Markets	December Regular BOD Meeting	Strategic	Reoccurring
218	12	Personnel Matters	Human Resources	December Regular BOD Meeting	Strategic	Reoccurring
219	12	Report on NRCEA 2023 Compendium of Proposed Resolutions	External Relations	December Regular BOD Meeting	Strategic	Reoccurring
220	12	Review of 2024 CEO Action Items	Chief Executive Officer	December Regular BOD Meeting	Strategic	Reoccurring
221	12	Safety and Security Matters	Chief Operations Officer	December Regular BOD Meeting	Strategic	Reoccurring
222	12	Transmission Operations and Control Center Update	Chief Operations Officer	December Regular BOD Meeting	Strategic	Reoccurring

Pedernales Electric Cooperative

PO Box 1
Johnson City, TX 78636

File #: 2023-020, **Version:** 1

Matters in Which the Board Seeks the Advice of Its Attorney as Privileged Communications in the Rendition of Professional Legal Services

Submitted By: Don Ballard
Department: General Counsel
Financial Impact and Cost/Benefit Considerations: If any, as discussed in executive session.

Pedernales Electric Cooperative

PO Box 1
Johnson City, TX 78636

File #: 2023-021, **Version:** 1

Litigation and Related Legal Matters - D Ballard

Submitted By: Don Ballard
Department: General Counsel
Financial Impact and Cost/Benefit Considerations: N/A

Pedernales Electric Cooperative

PO Box 1
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File #: 2023-031, **Version:** 1

Legislative Update - J Urban

Submitted By: JP Urban
Department: External Relations
Financial Impact and Cost/Benefit Considerations: N/A

Pedernales Electric Cooperative

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File #: 2023-022, **Version:** 1

Resolution - Approval of Authorization for Initiation, Settlement, or Disposition of Litigation Matter(s) - D Ballard

Submitted By: Don Ballard
Department: General Counsel
Financial Impact and Cost/Benefit Considerations: If any, as discussed in executive session.

Pedernales Electric Cooperative

PO Box 1
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File #: 2023-030, **Version:** 1

Discussion of Power Supply Contractual Resources - D Thompson

Submitted By: David Thompson
Department: Markets
Financial Impact and Cost/Benefit Considerations: As discussed in executive session.

Pedernales Electric Cooperative

PO Box 1
Johnson City, TX 78636

File #: 2023-023, **Version:** 1

Markets Monthly Report - D Thompson

Submitted By: David Thompson
Department: Markets
Financial Impact and Cost/Benefit Considerations: If any, as discussed in executive session.

Pedernales Electric Cooperative

PO Box 1
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File #: 2023-024, **Version:** 1

Transmission Operations and Control Center Update - C Moos/J Warren/J Treviño

Submitted By: Cody Moos/John Warren/Jose Treviño
Department: Operations
Financial Impact and Cost/Benefit Considerations: As discussed in executive session.

Pedernales Electric Cooperative

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File #: 2023-025, **Version:** 1

Resolution(s) - Approval of Real Property Acquisitions or Real Property Dispositions - E Dauterive/C Moos

Submitted By: Renee Oelschleger on behalf of Eddie Dauterive
Department: Chief Operations Officer
Financial Impact and Cost/Benefit Considerations: As discussed in executive session.

File #: 2023-026, **Version:** 1

Resolution(s) - Approval of Capital Improvement Plan Budget Amendments for Real Property Acquisitions - E Dauterive/C Moos

Submitted By: Renee Oelschleger on behalf of Eddie Dauterive
Department: Chief Operations Officer
Financial Impact and Cost/Benefit Considerations: As discussed in Executive Session.

Pedernales Electric Cooperative

PO Box 1
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File #: 2023-027, **Version:** 1

Safety and Security Matters

Submitted By: Support Services
Department: Support Services
Financial Impact and Cost/Benefit Considerations: N/A

Pedernales Electric Cooperative

PO Box 1
Johnson City, TX 78636

File #: 2023-028, **Version:** 1

Personnel Matters

Submitted By: Human Resourses
Department: Human Resources
Financial Impact and Cost/Benefit Considerations: N/A

Pedernales Electric Cooperative

PO Box 1
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File #: 2023-032, **Version:** 1

Review of 2023 CEO Action Items - J Parsley

Submitted By: Julie Parsley
Department: Chief Executive Officer
Financial Impact and Cost/Benefit Considerations: N/A