



**TARIFF AND BUSINESS RULES  
FOR ELECTRIC SERVICE**

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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Table of Contents**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 2 of 82

**TABLE OF CONTENTS**

<b>100</b>	<b>DEFINITIONS.....</b>	<b>6</b>
<b>200</b>	<b>DESCRIPTION OF THE COOPERATIVE'S SERVICE AREA.....</b>	<b>10</b>
200.1	COUNTIES SERVED .....	10
200.2	FRANCHISE CITIES SERVED.....	10
<b>300</b>	<b>GENERAL SERVICE RULES AND REGULATIONS.....</b>	<b>11</b>
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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Table of Contents**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 3 of 82

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
<b>400</b>	<b>LINE EXTENSION POLICY .....</b>	<b>34</b>
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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Table of Contents**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 4 of 82

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
<b>500</b>	<b>RATES .....</b>	<b>43</b>
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 .....	45
500.1.7.2	TIME-OF-USE BASE POWER CHARGE .....	45
500.1.8	TRANSMISSION COST OF SERVICE (TCOS) PASS THROUGH CHARGE .....	46
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) .....	47
500.1.11	RENEWABLE ENERGY RIDER CHARGE .....	47
500.1.12	SUSTAINABLE POWER CREDIT .....	47
500.1.13	WHOLESALE ENERGY CREDIT .....	48
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 .....	50
500.1.19	MISCELLANEOUS PASS-THROUGH CHARGE .....	50
500.1.20	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 .....	53
500.2.2.4	TRANSMISSION LEVEL SERVICE .....	53
500.2.2.5	ELECTRIC VEHICLE PUBLIC CHARGE STATION RATE .....	54
500.3	RATE PROGRAMS .....	54
500.3.1	INTERCONNECT RATE .....	54
500.3.2	INTERCONNECT WHOLESALE ENERGY RATE .....	55
500.3.3	COMMUNITY SOLAR RATE .....	55
500.3.4	MILITARY BASE DISCOUNT .....	57
500.3.5	ECONOMIC DEVELOPMENT DISCOUNT .....	57
500.3.6	UNMETERED DEVICE SERVICE .....	58
500.3.6.1	UNMETERED LIGHTING DEVICE SERVICE .....	58

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Table of Contents**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 5 of 82

---

500.3.6.2	UNMETERED NON-LIGHTING DEVICE SERVICE .....	59
500.4	FEE SCHEDULE.....	61
<b>600</b>	<b>INTERCONNECTION POLICY .....</b>	<b>63</b>
600.1	GENERAL .....	63
600.2	LIMITATIONS WITH REGARD TO METERS AND FACILITIES .....	63
600.3	COMPLIANCE WITH ALL LAWS, REGULATIONS, AND STANDARDS .....	63
600.4	MEMBER REQUIREMENTS.....	63
600.5	COOPERATIVE REVIEW OF PROPOSED DG FACILITY .....	64
<b>700</b>	<b>APPENDICES .....</b>	<b>65</b>
700.1	MEMBERSHIP APPLICATION AND CERTIFICATE .....	65
700.2	RESIDENTIAL LETTER OF GUARANTEE .....	66
700.3	PREPAID PAYMENT OPTION MEMBER AGREEMENT .....	68
700.4	MEDICAL NECESSITY PROGRAM APPLICATION .....	70
700.5	APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG).....	73
700.6	INTERCONNECTION AGREEMENT FOR PARALLEL OPERATION OF DISTRIBUTED GENERATION (DG).....	75
700.7	PRIMARY LEVEL SERVICE AGREEMENT .....	79
700.8	APPLICATION FOR EASEMENT RELEASE.....	80

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 100: Definitions**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 6 of 82

## **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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 100: Definitions**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 7 of 82

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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 100: Definitions**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 8 of 82

**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.



**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 100: Definitions**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 9 of 82

**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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 200: Description of the Cooperative Service Area**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 10 of 82

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

**200.2 FRANCHISE CITIES SERVED**

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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 11 of 82

## **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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 12 of 82

**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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 13 of 82

**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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 14 of 82

**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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 15 of 82

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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 16 of 82

**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.



**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 17 of 82

**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,

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 18 of 82

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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 19 of 82

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;

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 20 of 82

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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 21 of 82

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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 22 of 82

**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;

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 23 of 82

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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 24 of 82

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



**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 25 of 82

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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 26 of 82

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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 27 of 82

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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 28 of 82

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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 29 of 82

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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 30 of 82

**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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 31 of 82

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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 32 of 82

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



**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 300: General Service Rules and Regulations**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 33 of 82

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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 400: Line Extension Policy**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 34 of 82

## **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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 400: Line Extension Policy**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 35 of 82

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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 400: Line Extension Policy**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 36 of 82

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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 400: Line Extension Policy**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 37 of 82

**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-

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 400: Line Extension Policy**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 38 of 82

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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 400: Line Extension Policy**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 39 of 82

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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 400: Line Extension Policy**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 40 of 82

**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



**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 400: Line Extension Policy**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 41 of 82

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:

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 400: Line Extension Policy**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 42 of 82

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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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 43 of 82

## **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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 44 of 82

**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 charge is calculated using the following formula:

$$(A + B) / \text{kWhs}$$

A = Total estimated budgeted cost of power purchased for the membership and other costs incurred in connection with the development and management of the Cooperative's power for the period. (excluding power cost for Industrial Power Service, Transmission Level Service, and the Community Solar Base Power Charge)

B = Total actual adjustments needed to account for over or under recovery of actual cost of power purchased for the previous period.

kWhs = Total estimated energy sales for the period (excluding kWhs for the Industrial Power Service, Transmission Level Service, and the Community Solar Base Power Charge)

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 45 of 82

The options are as follows.

**500.1.7.1 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:

\$ 0.058500 per kWh

**500.1.7.2 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	\$ 0.040910
	Economy	11:01 pm – 2:00 am 4:01 am – 5:00 am	\$ 0.050270
	Normal	8:01 am – 4:00 pm 7:01 pm – 11:00 pm	\$ 0.055120
	Peak	5:01 am – 8:00 am 4:01 pm – 7:00 pm	\$ 0.061710
Summer (Jun. – Sep.)	Super Economy	3:01 am – 5:00 am	\$ 0.039440
	Economy	11:01 pm – 3:00 am 5:01 am – 7:00 am	\$ 0.041440
	Normal	7:01 am – 12:00 pm 8:01 pm – 11:00 pm	\$ 0.045910
	Peak	12:01 pm – 2:00 pm 6:01 pm – 8:00 pm	\$ 0.059100
	Super Peak	2:01 pm – 6:00 pm	\$ 0.119310

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 46 of 82

**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 1<sup>st</sup> and October 1<sup>st</sup> 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:

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 47 of 82

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

$$\text{STCA} = - (80\% \times \text{TCOS Pass Through Charge})$$

**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:

$$\text{PSA} = - (\text{Monthly sum of applicable charges}) \times 2\%$$

**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:

$$\text{\$ } 0.000430 \text{ per kWh}$$

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:

$$\text{- \$0.069554}$$

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 48 of 82

**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:

$$\text{Wholesale Energy Credit} = (\text{Received Energy} \times \text{Real Time Settlement Point Price at corresponding Load Zone})$$

**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.



**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 49 of 82

**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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 50 of 82

**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 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, 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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 51 of 82

**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 500.1.7.1	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	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 500.1.7.1	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	kWh	Delivered Energy

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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 52 of 82

**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 500.1.7.2	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.2	kW	4CP Demand

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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 53 of 82

**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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 54 of 82

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 500.1.7.2	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	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 500.1.7.1	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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 55 of 82

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

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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 56 of 82

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

**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.



**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 57 of 82

**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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 58 of 82

**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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 59 of 82

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 500.1.7.1	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 500.1.7.1	kWh	Delivered Energy
TCOS Pass Through Charge	Per Section 500.1.8.1	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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 60 of 82

---

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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 61 of 82

**500.4 FEE SCHEDULE**

<b>FEE</b>	<b>AMOUNT</b>	<b>SECTION</b>
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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 500: Rates**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 62 of 82

<b>FEE</b>	<b>AMOUNT</b>	<b>SECTION</b>
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
<b>Distributed Generation Interconnection, 50 kW and under</b>		
Application and Engineering Study Fee	\$ 250.00	600.4
Interconnect Agreement and Inspection Fee	\$ 250.00	600.4
<b>Distributed Generation Interconnection, greater than 50 kW</b>		
Application Fee	\$ 150.00	600.4
Interconnect Agreement and Inspection Fee	\$ 250.00	600.4
Engineering Study Fee	At cost	600.5

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 600: Interconnection Policy**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 63 of 82

## **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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 600: Interconnection Policy**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 64 of 82

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's 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.



**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Membership Application and Certificate**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 65 of 82

**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.**

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Residential Letter of Guarantee**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 66 of 82

**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.**

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Residential Letter of Guarantee**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 67 of 82

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*

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Prepaid Payment Option Member Agreement**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 68 of 82

**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](http://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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Prepaid Payment Option Member Agreement**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 69 of 82



**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:

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Medical Necessity Program Application**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 70 of 82

**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](http://pec.coop/locations)

**Email:** [medical@peci.com](mailto: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



**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Medical Necessity Program Application**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 71 of 82



**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.

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Medical Necessity Program Application**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 72 of 82



**MEDICAL NECESSITY PROGRAM APPLICATION - CONTINUED**

**PART 2: COMPLETED BY THE PATIENT'S PHYSICIAN – 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 condition.

☐☐

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:



**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Application For Interconnection and Parallel Operation of Distributed Generation (DG)**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 73 of 82

**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:

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Application For Interconnection and Parallel Operation of Distributed Generation (DG)**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 74 of 82



**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.***

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Interconnection Agreement for Parallel Operation of Distributed Generation**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 75 of 82

**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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Interconnection Agreement for Parallel Operation of Distributed Generation**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 76 of 82



**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.



**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Interconnection Agreement for Parallel Operation of Distributed Generation**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 77 of 82



**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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Interconnection Agreement for Parallel Operation of Distributed Generation**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 78 of 82



**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

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Primary Level Service Agreement**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 79 of 82

**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:

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Application for Easement Release**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 80 of 82

**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:




**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Application for Easement Release**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 81 of 82



**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:

**Tariff and Business Rules for Electric Service  
Pedernales Electric Cooperative, Inc.**

**Section 700: Appendix – Application for Easement Release**

Applicable: Entire Certified Service Area

Effective Date: March 1, 2024

Page 82 of 82



**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: \_\_\_\_\_