

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

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

Adopted 6-15-09; Amended 8-16-10; 9-20-10; 12-20-10; 4-18-11; 9-19-11; 5-21-12; 3-18-13; 4-15-13;  
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## **200.9 Emergency Operations Plan**

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

### **200.9.5 ~~Critical Care Registry~~Medical Necessity Program [EFFECTIVE JUNE 1, 2017]**

The Cooperative intends to maintain a ~~critical care registry ("Critical Care Registry")~~Medical Necessity Program for its residential members that use life-sustaining equipment powered by electricity. To ~~be placed on the Critical Care Registry~~participate in the Medical Necessity Program, Members must meet one of the following designations recognized by the Cooperative and present an approved registry request form signed by a licensed physician.

(a) Chronic Condition Member - A residential member who has a person permanently residing in his or her home who has been diagnosed by a physician as having a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the person's medical condition. The designation or re-designation is effective for one year.

(b) Critical Care Member - A residential member who has a person permanently residing in his or her home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life. The designation or re-designation is effective for two years.

If either serious medical condition is diagnosed or re-diagnosed by a physician as a lifelong condition, the designation is effective until such time as the person with the medical condition no longer resides in the home.

Registration ~~on the Critical Care Registry~~in the Medical Necessity Program -does not guarantee priority restoration in the event of interruption. 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. The Cooperative encourages Members ~~placed on the Critical Care Registry~~in the Medical Necessity Program to have an alternate plan in place to ensure the continuity of any life support system. If a member does choose to use a back-up generator, that member is responsible for the safe installation, use, and maintenance of any back-up power. In accordance with Section 200.7, the Cooperative shall not be liable for any damages.

Registration ~~on the Critical Care Registry~~in the Medical Necessity Program -does not relieve a Member of the obligation to pay for electric service, and service may be disconnected for failure to pay in accordance with Section 200.20. However, the Cooperative may offer to Members ~~on the Critical Care Registry~~in the Medical Necessity Program:

- Additional notice of possible disconnect
- Due date extensions and payment arrangements (if qualified)
- Member Assistance Program information (if qualified)

## **200.10 Metering**

### **Meter Requirements**

- A. Use of meter—All electricity consumed or demanded by the Member will be charged for by meter measurements, except where otherwise provided for by the applicable rate schedule or contract.
- B. Installation—The Cooperative will provide, install, own, and maintain all meters necessary for the measurement of electric energy to its members.
- C. Standard type—All meters will meet industry standards. Special meters used for investigation or experimental purposes are not required to conform to these standards.
- D. Location of meters—
  1. 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.
  2. Member will provide, without cost to the Cooperative, at a suitable and easily accessible location:
    - a. Sufficient and proper space for installation of meters and other apparatus of the Cooperative;

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

## **200.15 Payment**

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

## **200.16 Payment Options**

### **200.16.1 Pre-paid Payment Option ~~[Effective May 1, 2018]~~**

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

#### **Applicability**

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

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

#### **Requirements**

To qualify for the Pre-paid Payment Option, Members must (1) have a valid email account or phone number to receive notifications; (2) consent to receiving notifications regarding the Pre-paid Payment Option, including electronic mail or messages, phone messages or texts at any electronic mail address or phone number provided to the Cooperative; (3) agree to update contact information upon any changes to such information; and (4) have Remote Connect/Disconnect enabled meters installed at service location as of May 1, 2018, or at a later date if PEC determines it is necessary.

#### **Plan Details**

##### **Member Agreement**

Upon enrollment, Member agrees to all terms and conditions of the Pre-paid Payment Option Member Agreement.

##### **Initial Balance**

A minimum credit balance of \$25 will be required upon enrollment in the Pre-paid Payment Option. Existing Members may apply deposit funds towards the minimum credit balance.

##### **Deposits**

New Members must fulfill the Cooperative's Condition of Service; provided, however; new Members enrolling in the Pre-paid Payment Option may not be required to post an account deposit based on creditworthiness.

A portion of any Member's existing deposit will be applied to pre-paid account balance.

#### Notices

Members will be provided Member-controlled and system generated notices regarding their pre-paid account balance and electric service connection status. Notices may be received via phone call, email, or text message. PEC will provide a system-generated low balance notice when the account balance becomes less than \$10. Members are responsible for setting up their own Member-controlled notices via the Cooperative's online account management system.

#### Disconnections

Section 200.20 (other than disconnection during extreme weather or disconnection on weekends) will not apply to Members on the Pre-paid Payment Option. Disconnections will take place after the zero-balance notice is sent to Members; no further notice will be provided.

#### Rates and Fees

Membership and establishment fees apply to those persons on the Pre-paid Payment Option.

Service Availability Charge: As per the Residential and Farm/Ranch – eBilling Service Availability Charge (Section 100.1.1) converted to a daily rate.

Delivery Charge: As per the applicable tariff

Transmission Cost of Service: As per the applicable tariff

Base Power Cost: As per the applicable tariff

Power Cost Adjustment: As per the applicable tariff

All other fees and charges: As per the applicable tariff

Members on the Pre-paid Payment Option will not be subject to same day service fees, late or reconnection fees.

Service Availability Charges shall continue to accrue daily while the meter is connected, even if no energy consumption occurs.

#### Payment and Reconnection

Payment can be made in person at a kiosk or PEC office, by mail, by phone, or online via the Cooperative's online account management system.

If the pre-paid account reaches a zero balance, the account will be automatically disconnected.

Reconnection will take place once the required payment has been posted to the account. The payment must cover (1) all balances owed for services provided, (2) amounts agreed upon in payment arrangement if applicable, and (3) the required minimum credit balance of \$25. Pre-paid accounts may not enter into an outstanding balance payment arrangement to achieve reconnection. All acceptable forms of payment that cover the amounts listed above will result in reconnection.

If service is terminated at the request of the Member or the account is disconnected for nonpayment and remains disconnected for 7 business days, the account will be settled and final billed.

#### Billing; Late Payment Processing Fees; Transfers of Delinquent Balances and Record Retention

Section 200.14 will not apply to Members on the Pre-paid Payment Option (other than as to Transfers of Delinquent Balances). The Cooperative will maintain monthly billing records for each account for at least three years. The billing records will contain sufficient data to reconstruct a Member's billing for a given month. Copies of a Member's billing records may be obtained by that Member on request.

#### Cancellation

A Member may choose to convert the account to another payment option at any time. The Pre-paid Payment Option may be cancelled by either the Member or the Cooperative upon notification to the other party. Upon cancellation, the accumulated balance of the Member's account shall become due and payable.