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## I. UTILITY OPERATIONS

### 101. Description of Electric Utility Operations.

#### 101.1 Organization.

Fort Belknap Electric Cooperative, Inc. is an electric cooperative corporation organized and operating under the Electric Cooperative Corporation Act, Chapter 161, Utilities Code and the laws of the State of Texas and is owned by its members. The Cooperative's business affairs are managed by a Board of Directors who are elected to the Board from and by the Cooperative's Customers in accordance with the provisions of the Bylaws.

#### 101.2 Type of Service.

The Cooperative provides electric utility service through the operation of a retail electric distribution system. The Cooperative does not engage in the generation of electric power, but instead purchases all of its electric energy requirements.

#### 101.3 Service Area.

**A. Certification.** The Public Utility Commission of Texas authorized the Cooperative to provide electric utility service by the issuance of a Certificate of Convenience and Necessity.

**B. Counties.** The service area of the Cooperative includes all or portions of the following counties:

Young	Jack	Palo Pinto
Archer	Stephens	
Throckmorton	Shackelford	

**C. Cities.** The Cooperative provides service within the following incorporated municipalities:

Olney	Newcastle	Megargel
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**102. Purpose and Scope of Tariffs.**

These tariffs define the service relationship between the Cooperative and persons desiring or receiving electric utility service from the Cooperative.

**103. Applicability of Tariffs.**

These tariffs govern the provision of all electric utility service by the Cooperative in all areas in which the Cooperative provides service except as may be precluded by law. These tariffs supersede and annul all prior tariffs including service rules and regulations by whatever term designated which may heretofore have governed the supplying and taking of Cooperative's electric service.

**104. Severability.**

If any provision of this tariff is held invalid, such invalidity shall not affect other provisions or applications of this tariff which can be given effect without the invalid provision or application, and to this end the provisions of these tariffs are declared to be severable.

**105. Modification of Tariffs.**

This tariff may be changed, modified, or abrogated in whole or in part by any regulatory authority having jurisdiction to do so, whether or not at the request of the Cooperative, a Customer, or otherwise. Any changed tariff shall be applicable to service provided from and after the effective date of such change. This tariff may be changed by the Cooperative's Board of Directors to the extent Texas law does not require approval of change by a regulatory authority.

**106. No Waiver.**

The failure of the Cooperative to enforce any of the provisions of this tariff shall not be considered a waiver of its right to do so.

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## II. RATE SCHEDULES

### 201. Rate Classification and Assignment.

Rate classification and assignment shall be made by the Cooperative in accordance with the availability and type of service provisions in its rate schedules. Rate schedules have been developed for the standard types of service provided by the Cooperative. If Customer's request for electric service involves unusual circumstances, usage or load characteristics not regularly encountered by the Cooperative, the Cooperative may assign a suitable rate classification or enter into a special contract. Any special contract shall be filed with the regulatory authority having jurisdiction thereof.

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**202. Rate Schedules.**

**202.1 Farm and Home.**

A. Application.

Applicable to all Customers having transformer capacity described below and taking the type of service described in this rate schedule for all of the electric service supplied at one point of delivery and measured through one meter used for the following purposes:

- (1) for domestic uses associated with the operation of a single family or multi-family residential installation having 37.5 kVA or less of installed transformer capacity;  
and
- (2) for public schools, churches, community halls and public buildings that demonstrate to Cooperative management's satisfaction that the majority of energy usage will occur off-peak. Peak hours shall be determined in the same manner they are determined in the Cooperative's wholesale supplier's wholesale rate schedule.  
and
- (3) for farming, including irrigation, and/or ranching uses having 25 kVA or less of transformer capacity.

Not applicable to temporary or shared service.

B. Type of Service.

Single-phase service at the Cooperative's standard secondary distribution voltage, where available. Where service of the type desired by Customer is not already available at the point of delivery, additional charges under the Cooperative's line

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extension policies and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

Each billing period the Member shall be obligated to pay the following charges:

	<b>Charge</b>
Service Availability Charge, per meter	\$38.25
Energy Charge, per kWh	\$0.067588

D. Minimum Charge.

Each billing period the Customer shall be obligated to pay the following charges as a minimum, whether or not any energy is actually used:

- (1) The Service Availability Charge;  
and
- (2) Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

E. Billing Adjustments.

This rate is subject to all billing adjustments.

F. Agreement.

Pursuant to the Cooperative's line extension policy, an agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction or, if none, by the Cooperative's Board of Directors, and service hereunder is subject to the Cooperative's tariff for electric service.

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**202.2 Small Commercial Service.**

A. Application.

Applicable to all Customers taking the type of service described in this rate schedule for all of the electric service supplied at the point of delivery and measured through one meter used for the following purposes:

All commercial uses, other than oil field service and irrigation. Single-phase customers must have 25 kVA or less of installed transformer capacity and three-phase customers must have 30 kVA or less of installed transformer capacity.

B. Type of Service.

Single- or three-phase service at the Cooperative's standard secondary distribution voltages, where available. Where service of the type desired by Customer is not already available at the point of delivery, additional charges under the Cooperative's line extension policy and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

Each billing period the Customer shall be obligated to pay the following charges:

	<b>Charge</b>
Service Availability Charge, per meter	\$43.25
Energy Charge, per kWh	\$0.06771

D. Minimum Charge.

Each billing period the Customer shall be obligated to pay the following charges as a minimum, whether or not any energy is actually used:

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- (1) The Service Availability Charge;  
and
- (2) Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

F. Agreement.

Pursuant to the Cooperative's line extension policy, an agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction or, if none, by the Cooperative's Board of Directors, and service hereunder is subject to the Cooperative's tariff for electric service.

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**202.3 Oil Field Service.**

A. Application.

Applicable to all Customers taking the type of service described in this rate schedule for all of the electric service supplied at one point of delivery and measured through one meter used for the following purposes:

All oil field service including but not limited to oil well pumping, gas compression, water pumping for drilling, flooding or disposal, and oil pipeline pumping. Single-phase customers must have 25 kVA or less of installed transformer capacity; three-phase customers must have 30 kVA or less of installed transformer capacity.

Applicable for temporary and construction power but not for shared service.

B. Type of Service.

Single- or three-phase service at the Cooperative's standard secondary distribution voltages, where available. Where service of the type desired by Customer is not already available at the point of delivery, additional charges under the Cooperative's line extension policy and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

Each billing period the Customer shall be obligated to pay the following charges:

	<b>Charge</b>
Service Availability Charge, per meter	
Single-Phase Service	\$59.25
Three-Phase Service	\$79.25
Energy Charge, per kWh	\$0.072588



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D. Minimum Charge.

Each billing period the Customer shall be obligated to pay the following charges as a minimum, whether or not any energy is actually used:

- (1) The Service Availability Charge;  
and
- (2) Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

E. Billing Adjustments.

This rate is subject to all billing adjustments.

F. Agreement.

Pursuant to the Cooperative's line extension policy, an agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction or, if none, by the Cooperative's Board of Directors, and service hereunder is subject to the Cooperative's tariff for electric service.

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**202.4 Large Power.**

A. Application.

Applicable to all Customers taking the type of service described in this rate schedule for all service supplied at one point of delivery and taken through a single meter. Single-phase customers must have over 25 kVA of installed transformer capacity and three-phase customers must have over 30 kVA of installed transformer capacity.

B. Type of Service.

Three-phase service at available primary or secondary distribution voltages. Where service of the type desired by Customer is not already available at the point of delivery, additional charges under the Cooperative's line extension policy and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

Each billing period the Customer shall be obligated to pay the following charges:

	<b>Charge</b>
Service Availability Charge, per meter	
Secondary Level Service	\$94.25
Primary Level Service	\$94.25
Demand Charge, per Billing kW	\$3.40
Energy Charge, per kWh	
First 200 kWh per Billing kW, per kWh	\$0.06096
Next 200 kWh per Billing kW, per kWh	\$0.05121
Excess kWh, per kWh	\$0.03471

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D. Billing kW.

This charge for the rate at which energy is used is applied to the maximum kilowatt demand for any period of fifteen consecutive minutes during the billing period as adjusted for power factor, but in no event is billing demand less than 10 kW;

E. Minimum Charge.

Each billing period the Customer shall be obligated to pay the following charges as a minimum, whether or not any energy is actually used:

- (1) The Service Availability and Demand Charges;  
and
- (2) Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

F. Primary Service Discount.

If service is provided at primary distribution voltage, the demand and energy charges shall be reduced by 2%.

The Cooperative may meter at secondary voltage and adjust billing for transformation loss.

G. Billing Adjustments.

This rate is subject to all billing adjustments.

H. Agreement.

Pursuant to the Cooperative's line extension policy, an agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction

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or, if none, by the Cooperative's Board of Directors, and service hereunder is subject to the Cooperative's tariff for electric service.

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**202.5 Security Lighting Service.**

A. Application.

Applicable to Customers taking the type of service described in this rate schedule for pole mounted Cooperative owned and maintained area security lighting provided in conjunction with metered electric service rendered under one of the Cooperative's standard tariffs.

Not applicable for customer owned lighting, temporary, construction or shared service.

B. Type of Service.

Single-phase service at the Cooperative's standard secondary distribution voltages. Where service of the type desired by Customer is not already available at the point of delivery, additional charges under the Cooperative's line extension policy and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

Each billing period the Customer shall be obligated to pay the following charges:

	<b>KWh per Month</b>	<b>Charge</b>
175 Watt Mercury Vapor	75	\$10.70
100 Watt High Pressure Sodium	40	\$11.01
400 Watt High Pressure Sodium	135	\$21.31

D. Billing Adjustments.

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This rate is subject to all applicable billing adjustments. Billing adjustments each billing period shall be based on the estimates of energy usage above if energy usage is not metered.

E. Agreement.

Pursuant to the Cooperative's line extension policy, an agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction or, if none, by the Cooperative's Board of Directors, and service hereunder is subject to the Cooperative's tariff for electric service.

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**202.6 Industrial Time-of-Use (Optional).**

A. Application.

Applicable to all Customers taking the type of service described in this rate schedule for all of the electric service supplied at the point of delivery and measured through one meter used for the following purpose(s):

For all Commercial and Industrial purposes to Customers with peak demand of 1000 kW or greater. No resale, standby or auxiliary service is permitted.

Not applicable to temporary or shared service.

B. Type of Service.

Three-phase service at the Cooperative's standard primary and secondary voltages, where applicable, and distribution substation level service, where available. Where service of the type desired by the Customer is not already available at the point of delivery, additional charges under the Cooperative's line extension policy and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

Each billing period the Customer shall be obligated to pay the following charges:

- (1) Service Availability Charge: \$1,000 per meter

This charge is an availability charge for providing electric distribution service. In no event shall the Service Availability Charge be less than \$1,000 or the amount specified in any contract with the Customer. The Service Availability Charge does not include any energy;

and

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- (2) NCP Demand Charge.
- |                          |                                     |
|--------------------------|-------------------------------------|
| Secondary Level Service: | \$2.00 per kW of NCP Billing Demand |
| Primary Level Service:   | \$1.85 per kW of NCP Billing Demand |

This charge for the rate at which energy is used is applied to the maximum kilowatt demand for any period of fifteen (15) consecutive minutes during the billing period as adjusted for power factor, but in no event is billing demand less than 100% of the adjusted NCP kW established in the billing period or the previous 11 billing periods. In no event shall the billing demand be less than the amount specified in any contract with the customer;

and

- (3) Power Cost.

The cost of power purchased by the Cooperative and the charges assessed by transmission service providers attributable to Customer's load, including, but not limited to, capacity, delivery, ancillary services, energy, fuel, and support charges for the billing period plus billing adjustments to account for differences in actual purchased electricity costs billed in previous periods.

The power cost will be calculated using billing units consistent with those defined in the applicable power supply contract or wholesale rate and other charges to the Cooperative, including any ratchet provisions. The Customer's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Customer's power cost at the wholesale power supplier's metering point to the Cooperative.

The Customer may receive interruptible service by complying with the Cooperative's wholesale supplier's requirements for interruptible service including but not limited to equipment and contract term. The Customer shall reimburse the Cooperative for any equipment required for interruptible service.



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D. Minimum Charge.

Each billing period the customer shall be obligated to pay the following charges as a minimum, whether or not any energy is actually used:

- (1) The Service Availability Charge plus the Demand Charge plus any applicable power cost;  
and, if applicable,
- (2) Any amount authorized under the Cooperative's line extension policy for amortization of line extension charges.

E. Billing Adjustments.

This rate is subject to all billing adjustments.

F. Agreement.

If a line extension is required in order to provide service to a consumer, an agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or if none, by the Cooperative's board of directors and service hereunder is subject to the Cooperative's tariff for electric service.

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### 202.7 Wind Farm – Standby and Auxiliary Delivery Service

A. Application.

Applicable to delivery service for Wind Farms. Service will be furnished under this rate schedule subject to the established rules and regulations of the Cooperative covering this type of service, including all applicable billing adjustments.

B. Type of Service.

Wholesale Delivery Point service.

C. Monthly Rate.

Each billing period the Customer shall be obligated to pay the following charges:

(1) Basic Charge: \$100.00 per meter

(2) NCP Demand Charge: \$0.85 per NCP Billing kW

The non-coincident peak (NCP) billing demand shall be the highest of the following:

- (a) The maximum kilowatt demand for any period of 15 consecutive minutes during the billing period, as adjusted for power factor,
- (b) The maximum NCP kW including applicable power factor adjustment established in the previous eleven (11) billing periods.
- (c) The contract capacity specified in the Agreement for Electric Service between the Customer and the Cooperative, or
- (d) 1000 kW.

(3) Power Supply

The cost of power to serve the Customer including but not limited to capacity, delivery, energy, and fuel charges for the billing period plus adjustments applied to the current monthly billing to account for differences

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in actual purchased electricity costs billed in previous periods. The power cost will be calculated using the billing units defined in the same manner as defined in the applicable Wholesale rate to the Cooperative including any ratchet provisions in the wholesale rate. The Customer's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Customer's power cost at the wholesale supplier's metering point to the Cooperative.

D. Minimum Charge.

The minimum monthly charge shall be the greater of the amount as set forth in the applicable contract for electric service or the Basic Charge plus NCP Demand Charge.

E. Power Factor Adjustment.

Should Customer's lagging power factor at the time of the maximum demand during the month be determined to be below the greater of ninety-eight percent (98%) or the minimum amount required by ERCOT, the Customer's maximum demand for billing purposes shall be adjusted by multiplying the maximum demand by the greater of ninety-eight percent (98%) or the minimum amount required by ERCOT and dividing by the lagging power factor at the time of such maximum demand.

F. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

G. Agreement.

An agreement for electric service with a fixed term may be required by the Cooperative for customers who require line extension to establish electric service. This rate schedule may be changed by the Cooperative's board of directors and service hereunder is subject to the Cooperative's tariff for electric service.

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**203. Billing Adjustments.**

The Cooperative shall adjust all bills in accordance with the following adjustments, if applicable.

**203.1 Power Cost Recovery Factor (PCRF).**

The monthly charges shall be increased or decreased on a uniform per kWh basis computed monthly as follows:

$$PCRF = \frac{(A - B \pm C)}{kWhs}$$

Where:

PCRF = Power Cost Recovery Factor (expressed in \$ per kWh) to be applied to estimated energy sales for the billing period.

A = Total estimated purchased electricity cost (excluding credits or purchases from all suppliers that are applied directly to particular customers) from all suppliers including fuel for the billing period.

B = Total estimated purchased power electricity cost (excluding credits or purchases from all suppliers that are applied directly to particular customers) from all suppliers including fuel which are included in the Cooperative's base rates. The base power cost is computed as follows:

$$B = (D) (kWhs)$$

$$D = \text{Base power cost in \$ per kWh sold of } \$0.04975$$

KWhs = Total estimated energy sales (excluding energy sales for customers for which power cost credits or purchases are directly applied) for the billing period.

C = Adjustment to be applied to the current monthly billing to account for differences in actual purchased electricity costs and actual PCRF revenues recovered in previous periods.

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### 203.2 Sales Tax.

All bills shall be adjusted by the amount of any sales tax or other tax attributable to the sale of electric service to the Customer unless Customer has previously provided to the Cooperative satisfactory proof of exemption.

### 203.3 Power Factor Adjustment.

Demand charges may be adjusted if the power factor is lower than ninety-seven and one-half percent (97.5%). Measured demand may be increased by one percent (1%) for each one percent (1%) by which the power factor is less than ninety-seven and one-half percent (97.5%) lagging for any period of fifteen (15) consecutive minutes. This adjustment shall not be applied on loads of less than 10 kW.

### 203.4 Securitized Charge for Senior Secured Cost Recovery Bonds, Series 2022

**APPLICABILITY:** This Securitized Cost Recovery Factor (SCRF) rider is applicable in all service areas of Fort Belknap Electric Cooperative, Inc. (the “Cooperative”) and to all Customers of the Cooperative other than Excluded Customers and shall be a rate schedule and part of the Fort Belknap Electric Cooperative, Inc. Tariff for Electric Service (the “Cooperative’s Tariff”) and shall apply pursuant the Cooperative’s Tariff. This rider is irrevocable and nonbypassable.

**PURPOSE:** To recover from Customers served the amounts necessary to service, repay, and administer the bonds (the “Securitized Bonds”) associated with paying the wholesale power costs and other costs arising out of Winter Storm Uri as more fully described in and issued pursuant to the terms and conditions the financing order of the Cooperative, approved by the board of directors of the Cooperative on August 25, 2022 (the “Financing Order”). The terms and conditions of this rider shall comply in all respects with, and be subject to, the terms and conditions of the Financing Order, and if there is a conflict between the terms and conditions of this rider and those of the Financing Order, the terms and conditions of the Financing Order shall control. Capitalized terms used herein and not defined herein are defined in the Financing Order.

**TERM:** The charges associated with repaying the Securitized Bonds (“Securitized Charges”) imposed by this rider shall become effective the first billing cycle following the issuance of the Securitized Bonds and shall remain in effect until the complete repayment and retirement of the Securitized Bonds and payment in full of the Ongoing Financing Costs.

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**ALLOCATION:** Costs associated with repaying the Securitized Bonds shall be collected under the Securitized Charges described below; provided, however, the Securitized Charges shall not be billed to any Excluded Customer as provided in the Financing Order.

**SECURITIZED CHARGES:** The Securitized Charges shall be calculated by the Master Servicer and provided to the Cooperative pursuant to the terms and conditions of the Master Servicing Agreement and the Financing Order. The Securitized Charges include:

**A. Securitized Cost Recovery Factor (SCRF) – Energy Rate**

This rate shall apply to all Customers except Excluded Customers, Direct Charge Customers, and Contract Rate Customers.

The charges shall be computed as follows:

$$\text{SCRF Energy} = \frac{(A - B)}{\text{kWhs}}$$

Where:

SCRF Energy = Securitized Cost Recovery Factor (expressed in \$ per kWh) to be applied to energy sales (excluding energy sales for Direct Charge, Contract Rate and Excluded Customers) for the Calculation Period (as defined in the Cooperative’s Servicing Agreement).

A = Net Periodic Billing Requirement.

B = Total projected Securitized Charge collections from SCRF Direct Charge Customers and Contract Rate Customers in the Calculation Period.

KWhs = Total estimated energy sales (excluding energy sales for Direct Charge, Contract Rate and Excluded Customers) for the Calculation Period.

**B. Securitized Cost Recovery Factor (SCRF) – Direct Charge**



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**NON-BYPASSABILITY:** The Cooperative, as Member Servicer, and any successor servicer, must collect the Securitized Charges from all of its Customers connected to the Cooperative’s system assets and taking service, other than Excluded Customers, regardless of whether such assets continue to be owned by the Cooperative or whether such Customers switch to another retail electric service provider or new on-site generation.

Any Customer (excluding Excluded Customers) that disconnects from the Cooperative’s system and connects to another electric service provider must either pay a termination fee or continue to pay the Securitized Charges, which will be collected by the Cooperative, its servicer, any entity providing electric transmission or distribution services, or any retail electric provider providing services to the disconnecting customer, provided, however, that such collection will be performed in a manner as determined by the Cooperative that will not adversely affect the ratings on the Securitized Bonds. In the event a Customer adds on-site generation, the Cooperative shall collect the Securitized Charges from the Customer based on the terms as defined in “Billing”.

The termination fee shall equal:

Average annual amount of Securitized Charges billed to the Customer over the previous twelve months (or an approximate annualized amount) times the remaining years that the Securitized Bonds are scheduled to be outstanding.

**EXCLUDED CUSTOMERS:** Customers not subject to the Securitized Charges because they were served under the Cooperative’s large power flow-through tariff that directly assigns power cost and satisfied their cost responsibility prior to the effectiveness of the Financing Order, as identified in the Financing Order.

Date Issued: August 25, 2022

## **204. Service Fees.**

### **204.1 Trip Fee.**

Except as provided in these rules, the Cooperative shall charge \$75.00 for each trip to Customer's premises which is requested by the Customer or reasonably necessary to investigate a service problem. If a trip to Customer's premises is made outside of the Cooperative's normal working hours, Customer shall be charged \$75.00.



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No charge shall be made to investigate an outage or service irregularity unless caused by Customer or Customer's installation or equipment.

**204.2 Membership Fee.**

Each applicant shall be charged the following membership fee: \$15.00

**204.3 Connect Fee (Service Initiation Fee).**

For each new connection for permanent service, Customer will be charged a fee: \$75.00

For each new connection for non-permanent or temporary service, seasonal service, hunting camps, weekend or intermittent use installations, the Customer will be charged a fee: \$150.00

**204.4 Reconnect Fee.**

If service has been disconnected due to nonpayment of a bill, the Cooperative shall charge the following reconnection fee:

Normal working hours: \$175.00

After normal working hours: \$250.00

**204.5 Bill Collection Fee.**

The fee for collection of an outstanding bill will be: \$75.00

**204.6 Returned Check.**

The returned check fee will be in the amount of: \$35.00

The Cooperative shall charge for each check or other form of payment which is dishonored or returned to the Cooperative. Any Customer having a check or other form of payment dishonored two or more times in a 12-month period may be required to pay by cash, money order, certified check, credit card or debit card.

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#### **204.7 Meter Test Fee.**

If Customer's meter has been tested at Customer's request and within a period of four (4) years the Customer requests a new test, the Cooperative shall make the test but if the meter is found to be within the accuracy standards established by the American National Standards Institutes, Inc., the Cooperative may charge a fee of \$50.00.

#### **204.8 Switchover Fee.**

Where service to a Customer is being switched between the Cooperative and another electric utility, the following charges shall apply when the Cooperative is the disconnecting utility:

- A. A base charge of \$180.91.
- B. Base charge adder of \$20.53.
- C. A charge for removal of any property, plant or facilities of the Cooperative used to provide service to the Customer, if the Customer requests removal or removal is required for legal or safety reasons, or by requirement of any authority.
- D. A charge for distribution facilities rendered idle as a result of the disconnection and not usable on another part of the Cooperative's system based on the original cost of such facilities less depreciation, salvage and contributions in aid of construction, but including the cost of removing idled plant deemed by the Cooperative to be economically salvageable.
- E. Prior to disconnection, the Customer shall pay the Cooperative for all service up through the date of disconnection as well as the charges set forth in this tariff. Upon receipt of payment, the Cooperative shall give the Customer a paid receipt.
- F. Termination fees related to the Securitized Charge for Senior Secured Cost Recovery Bonds, Series 2022 may also apply.

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In accordance with the Substantive Rules of the Public Utility Commission of Texas, the Cooperative Customer is hereby advised that the connecting electric utility may not provide service to said member until such connecting utility has evidence from the Cooperative that the Customer has paid for electric service through the date of disconnection and any charges for disconnection under this tariff.

**204.9 Delinquent Accounts.**

The Cooperative may assess a one-time penalty not to exceed five percent (5%) on each delinquent bill.

**204.10 Repair of Cooperative Owned Security Light.**

The Cooperative will provide, at its expense, all necessary lamp replacements, material, and labor for repairs and maintenance required to maintain Cooperative owned equipment. Upon notice to the Cooperative by the Member, the Cooperative will use reasonable diligence in making necessary repairs and lamp replacements during regular working hours. Customer may be responsible for repairs as stated in Section 323.6.

**204.11 Administrative Connect Fee.**

The administrative connect fee is: \$10.00

In those cases where a meter account transfer is desired by existing active members of the cooperative and no cooperative crews are required to travel to the meter location to effect this transfer, the administrative connect fee will be charged.

**204.12 Special Access Fee.**

The fee if denied access by Customer will be: \$75.00

A special fee may be charged if a Customer refuses Cooperative personnel access to Cooperative property and Cooperative personnel must wait for the Customer to grant access or Cooperative personnel must make an additional trip to the Customer's premises to perform the necessary Cooperative duties.

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**204.13 Meter Tampering Fee.**

The meter tampering fee will be: \$1,000.00

Plus: Trip Fees in accordance with Paragraph 204.1 and charges for repair or replacement of damaged equipment and for usage as described below.

The term “meter tampering” as used herein applies to any instance in which a meter assigned to a Member shows any evidence of having been entered by any person, firm or corporation other than a Cooperative employee in furtherance of the Cooperative’s business and includes, but is not limited to, those instances in which the seal is broken, in which a meter has been jumpered so as to bypass the meter and serve energy to a point of delivery, or any instance in which the meter has been reversed so as to impair or defeat its capacity to accurately measure energy delivered through the meter and/or to a delivery point, or any other act whether specifically covered herein which interferes with the meter’s effectiveness to gauge the consumption of electric energy.

In cases of meter tampering or bypassing of meter, electric energy consumed, but not metered, may be estimated by the Cooperative based on amounts used under similar conditions during preceding years. Where no previous usage history exists or is considered unreliable due to meter tampering or bypassing of meter, consumption may be estimated on the basis of usage levels of similar Members and under similar conditions. The Cooperative may charge for all labor, material, and equipment necessary to repair or replace all equipment damaged due to meter tampering or bypassing of meter.

For purposes of this tariff provision, it shall be presumed that the member who is receiving the power supply has knowingly tampered with the property of the Cooperative if the power supply has been:

- (1) diverted from passing through a metering device; or
- (2) prevented from being correctly registered by a metering device; or

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- (3) activated by any device installed to obtain a power supply without a metering device; or
- (4) re-activated by the Member after the Cooperative has terminated service and prior to the service being restored by Cooperative personnel.

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### III. SERVICE RULES AND REGULATIONS

#### 301. Application for Electric Service.

##### 301.1 Application Required.

Any person desiring to receive electric service from the Cooperative shall apply for such service by properly completing, signing and filing with the Cooperative an Application for Membership and Agreement for Electric Service. A form of Application for Membership and Agreement for Electric Service is contained in these tariffs; however, special contractual arrangements, which may include additional charges, may be required. A separate Application for Membership and Agreement for Electric Service is usually required for each location where delivery of electric energy is desired, whether or not for initiation or renewal of service or otherwise.

The Application for Membership and Agreement for Electric Service must be in the true name of the person desiring to receive electric service. The Cooperative may require suitable identification and such other information as may be reasonably necessary to evaluate the application.

##### 301.2 Membership in the Cooperative.

If applicant is not a member of the Cooperative, applicant shall properly complete, sign and file an Application for Membership and Agreement for Electric Service. The filing of an application for membership shall be accompanied by the payment of one (1) membership fee.

##### 301.3 Offer to Purchase Electric Service.

Upon compliance with the provisions of Sections 301.1 and 301.2, applicant has made an offer to purchase electric energy from the Cooperative, the terms of which are contained in the Application for Membership and Agreement for Electric Service, these tariffs, and any applicable easement(s). If no easement is executed, the Customer will upon request by the Cooperative at any later time execute the Cooperative's standard right-of-way agreement granting to the Cooperative, at Customer's expense, a satisfactory easement(s) across lands owned or controlled by the Customer. In the event the Customer shall divide premises by

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sale in such manner that one part shall be isolated from streets or alleys where the Cooperative's electric lines are accessible, the Customer shall grant or reserve an easement(s) for electric service over the part having access to electric lines for the benefit of the isolated part.

**302. Establishment of Credit.**

The Cooperative may require a Customer, regardless of the type of service applied for, to demonstrate and satisfactorily establish credit. The satisfactory establishment of credit shall not relieve a Customer from complying with tariff provisions for prompt payment of bills.

**302.1 Establishment of Credit for Permanent Residential Applicants.**

An applicant for permanent residential service may satisfactorily establish credit and shall not be required to pay a deposit:

- A. Payment History.  
 If it is undisputed that applicant has been a customer of a utility providing electric service within the last two years and is not delinquent in the payment of any such utility service account and during the last twelve (12) consecutive months of service did not have more than one occasion in which a bill for such utility service was paid after becoming delinquent and never had service disconnected for nonpayment;  

or
- B. Guarantee.  
 If the applicant for permanent residential service furnishes in writing a satisfactory guarantee to secure the payment of bills for electric service;  

and

or
- C. Other Means.  
 If the permanent residential applicant demonstrates a satisfactory credit rating by appropriate means, including any of the following:
  - (1) The production of generally acceptable credit cards in applicant's name;  

or

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- (2) Letters of credit reference;  
or
- (3) The names of credit references, which may be quickly and inexpensively contacted by the Cooperative;  
or
- (4) Ownership of substantial equity.

**302.2 Amount of Deposit.**

The initial deposit for permanent residential, commercial or industrial service shall approximate one-sixth (1/6) of estimated annual billings. The Cooperative may require an applicant for temporary service or seasonal service or service to weekend or intermittent-use installations to pay a deposit sufficient to reasonably protect the Cooperative against the assumed risk for any of such services. In addition, the cooperative may, at its discretion, require a deposit or an additional deposit from those customers whose payment history is such that the cooperative is at greater risk of providing service to that customer.

**302.3 Establishment of Credit.**

Every applicant who previously has been a Customer of the Cooperative and whose service has been disconnected for nonpayment of bills or meter tampering or bypassing of meter shall be required, before service is rendered, to pay all amounts due the Cooperative or execute a deferred payment agreement, if offered, and reestablish credit.

**303. Cooperative Action on the Application.**

The Cooperative shall consider the offer to purchase electric service and act upon it within a reasonable time by either granting the application (conditionally, subject to these Service Rules and Regulations) or refusing service in accordance with this tariff.

**303.1 Granting Application.**

The Cooperative may grant an application by having its authorized officer or employee sign the Application for Membership and Agreement for Electric Service on behalf of the Cooperative, or making electricity available at Customer's service location.



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**303.2 Refusal of Service.**

The Cooperative may refuse service if:

- A. Credit.  
Customer has failed or refused to satisfactorily establish credit;  
or
- B. Fulfillment of Conditions Precedent.  
If Customer has failed or refused within a reasonable time to fulfill any condition precedent to performance (see Section 304.2);  
or
- C. Indebtedness.  
If Customer has failed or refused to pay any indebtedness to any utility having previously provided applicant with electric service;  
or
- D. Membership.  
Customer has failed or refused to pay the membership fee or qualify for membership in the Cooperative in accordance with the provisions of the law;  
or
- E. Hazardous Condition.  
If it has come to the Cooperative's attention that Customer's installation or equipment is hazardous or of such character that satisfactory service cannot be given;  
or
- F. False Name or Other Artifice.  
Customer or prospective Customer uses an alias, trade name, business name, the name of a relative or another person or other artifice to avoid payment of electric service bills.

**304. Contract for Service.**

Customer requests for electric service of the character and type provided by Cooperative are granted within the limitations of the applicable rate schedule for electric service, the availability of Cooperative facilities, the characteristics of Customer's electrical load and these Service Rules and Regulations.

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Cooperative may require special contractual arrangements, which may include additional charges under the Cooperative's line extension policies, prior to Cooperative's providing electric service if the electric service requested by Customer is not available at the service location, is other than that which Cooperative usually provides or if the service requested is not adequately compensated for by the applicable rate schedule.

The grant of an application shall operate as an acceptance of Applicant's offer to purchase electric service. Any Customer taking electric service from Cooperative, in consideration of the Cooperative's supplying electric service and regardless whether or not such Customer has made application for such electric service, is bound by these Service Regulations and is liable to Cooperative for payment for such electric service under the applicable rate schedule.

**304.1 Terms of Contract.**

The terms of the contract are the provisions of the Application for Membership and Agreement for Electric Service, the Service Rules and Regulations of the Cooperative, the applicable rate schedule (including this tariff), and any applicable easement.

**304.2 Conditions to be Fulfilled by Applicant or Customer.**

As conditions precedent to the performance or obligation to perform any part of the Agreement for Electric Service by the Cooperative or the provision of any electric service, Customer shall:

- A. Comply with the Law:  
 Customer warrants to the Cooperative that he or she has complied with all Federal, State, County and Municipal regulations governing the service applied for and shall remain in compliance. The Cooperative does not undertake to determine if Customer is in compliance with the law and the provisions of service shall not be construed as any indicia of compliance; however, the Cooperative may require a copy of any approval required by law, ordinance or regulation prior to the provision of service or may refuse or discontinue service if Customer fails or refuses to comply with applicable state and municipal regulations;

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and

- B. Comply with Service Rules.  
 Customer shall comply with the Service Rules and Regulations of the Cooperative governing the service applied for;

and

- C. Customer's Installation.  
 Customer warrants to the Cooperative that Customer's installation is constructed in accordance with the latest revision of the National Electrical Code, published by the National Fire Protection Association, and/or the latest revision of the National Electrical Safety Code, published by the Institute of Electrical and Electronics Engineers, Inc., as well as other codes that may be applicable. Customer further warrants to the Cooperative that Customer's installation will be maintained in accordance with such codes. The Cooperative does not undertake to determine if Customer's installation complies with such standards and the provision of service shall not be construed as any indicia of compliance; however, should it come to the attention of the Cooperative that Customer's installation does not conform to such standards, Customer may be required to conform prior to the provision of service or the Cooperative may discontinue service;

and

- D. Easement(s).  
 Customer shall grant or secure to the Cooperative at Customer's expense an easement(s), the form and content of which is satisfactory to the Cooperative. The form of an acceptable utility easement is contained in Section IV of this tariff. This form may be altered by the Cooperative to fit particular circumstances. In the event the Applicant/Customer is not able to secure an easement(s) acceptable to the Cooperative after reasonable attempts and the Cooperative acquires an easement(s), then Customer shall reimburse the Cooperative all costs;

and

- E. Construction Costs.  
 Customer shall fulfill all obligations for the payment of construction costs in the manner prescribed in service rules and regulations governing line extensions.

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**304.3 Assignment of Contract.**

The Customer shall not assign the Agreement for Electric Service or any of Customer's rights or obligations thereunder except by written consent of the Cooperative and in compliance with the Articles and Bylaws of the Cooperative. The Agreement for Electric Service shall inure to the benefit of the Cooperative's assigns.

**304.4 Modification by the Parties.**

The contract for electric service may be modified by the agreement of both the Cooperative and the Customer if such agreement is made in writing and signed by both parties.

**305. Line Extension.**

**305.1 General Policy.**

The Cooperative extends its distribution facilities to Customers in accordance with the following line extension provisions. Each provision classifies the predominant type of electric service/use anticipated on Customer's premises and specifies conditions under which a line extension may be made. For each location where electric service is desired, Customer's classification involves an evaluation of the type of installation and its use. Customer's classification shall be determined by the Cooperative. In the event that the classification assigned by the Cooperative is incorrect based upon Customer's subsequent actual use of the installation, then the Cooperative may alter Customer's classification and apply the correct line extension classification, making appropriate adjustment to the Customer's account or billing.

**305.2 Permanent Residence.**

The Cooperative will construct a new extension of its overhead distribution system to serve a single- or multi-family residence under the following provisions:

- A. Applicability.  
 To qualify as an extension to a permanent residence, the location where Customer is requesting service shall:

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- (1) be a permanent installation;
- (2) be a single- or multi-family dwelling unit not combined with or attached to other residential units; and
- (3) if located within a subdivision, the developer must have complied with the subdivision line extension policy of the Cooperative and paid all aid to construction required therein.

B. Point of Delivery.  
 The Cooperative extends its electric facilities only to the point of delivery. Customer shall install and be solely responsible for wiring of the installation and all service entrance wiring through the weatherhead and the meter base to Customer's main disconnect switch or service center.

C. Facilities Charge.  
 The Cooperative will contribute up to \$2,000 to extend service to a permanent regular residential consumer. Any additional costs in excess of the Cooperative's contribution will be paid by the consumer.

The total cost of all construction shall include not only the labor and materials used in constructing the extension, but also engineering, right-of-way acquisition and clearing as performed by the Cooperative or its subcontractors at the Cooperative's direction, and all other costs directly attributable to the extension. The Cooperative shall estimate actual cost in excess of the Cooperative's allowable investment and Customer shall pay such estimate prior to commencement of construction. After completion of construction, the Cooperative shall compare the actual cost incurred with the estimate paid by Customer. If the actual cost incurred less the Cooperative's obligation is less than the amount estimated by 10% then the Cooperative shall adjust Customer's account or billing.

D. Contract Term.

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The Cooperative may require Customer to sign an Agreement for Electric Service for a term of five (5) years or more.

**305.3 Commercial and Non-Permanent Residential.**

The Cooperative will construct a new extension of its overhead distribution system to serve a commercial and non-permanent residential installation under the following provisions:

- A. Applicability.  
 To qualify as an extension to commercial and non-permanent residential installations, the location where Customer is requesting service shall be:
  - (1) a dwelling unit not qualifying as a permanent installation;
  - or
  - (2) a permanent commercial installation (including oil pumping, gas compression or processing, or treatment of oil or gas, and irrigation) with less than 250 kW of peak demand.

Not applicable to subdivision developments and mobile home parks, underground service, temporary service or lighting.

- B. Point of Delivery.  
 The Cooperative extends its electric facilities only to the point of delivery. Customer shall install and be solely responsible for wiring of the installation and all service entrance wiring through the weatherhead and the meter base to Customer's main disconnect switch or service center.

- C. Facilities Charge.  
 The Customer shall be required to pay in advance as aid to construction the actual cost of all construction and the cost of retirement, as required by the Cooperative. No part of the cost of the extension shall be borne by the Cooperative, except the cost of the transformer(s), meter and meter base.

Actual cost shall mean the total cost of all construction including not only the labor and materials used in constructing the extension but also engineering, right-of-way

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acquisition and clearing as performed by the Cooperative or its subcontractors at the Cooperative's direction, and all other costs directly attributable to the extension. The Cooperative shall estimate actual cost of construction and Customer shall pay such estimate prior to commencement and construction. After completion of construction, the Cooperative shall compare the actual cost incurred with the estimate paid by Customer. If the actual cost incurred less the Cooperative's obligation is less than the amount estimated by 10% then the Cooperative shall adjust Customer's account or billing.

D. Contract Term.

The Cooperative may require Customer to sign an Agreement for Electric Service for a term of five (5) years or more.

**305.4 All Other Extensions.**

A contribution in aid of construction for provision of electric service is required for all other extensions. The Customer shall be required to pay in advance as aid to construction the actual cost of all construction and the cost of retirement, as required by the Cooperative.

**305.5 Special Contract Provisions and Construction Cost Options.**

In those instances where a contribution in aid of construction is required, Cooperative determines the special contractual arrangements required with Customer before electric service is provided. The special arrangements may include a non-refundable contribution in aid of construction, an advance for construction, special minimum billing demand, or special monthly or annual minimum charges, or a combination of two or more of such arrangements.

Any construction cost options such as rebates to the Customer, sharing of construction costs between Cooperative and Customer, or sharing of costs between Customer and other applicants shall be explained to the Customer following assessment of necessary line work.

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**305.6 Subdivision Developments and Mobile Home Parks.**

Any situation involving special circumstances, including but not limited to the development of a subdivision, not specifically covered in this line extension policy will require the special consideration and approval of the manager of the Cooperative. Extensions made under special circumstances shall be designed to recover the actual costs of such extension.

Applicants who require facilities to serve more than one meter shall provide the Cooperative a plat map of the area for which Customer seeks service and estimate the total number of meters which will ultimately be utilized in such area.

**305.7 Temporary Service.**

In any circumstance where the need for electric service may be considered temporary, the Cooperative shall charge and Customer shall pay 100% of the actual cost of construction plus the cost of removal less salvage value.

**305.8 Ownership of Distribution Facilities.**

The Cooperative shall retain the ownership of all material and facilities installed by the Cooperative for the Distribution of electric energy whether or not the same have been paid for by the Customer. All lines and facilities constructed or installed by the Cooperative are the property of the Cooperative.

**305.9 No Refund of Aid to Construction.**

Payments necessary for construction of facilities which will be used by the Customer are contributions in aid of construction and are not refundable except where otherwise expressly indicated to the contrary.

**305.10 Deferred Payment Plan.**

The Cooperative may at its option enter into a deferred payment plan with Customer for all or a portion of any amount required to be paid as aid-to-construction.



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**305.11 Relocation of Facilities.**

The Cooperative will relocate its facilities on Customer's premises at Customer's request provided Customer (1) has provided a satisfactory easement for the new facilities; and (2) has paid in advance an estimate of all costs for the removal of the load facilities, less salvage value, and all costs for the construction of new facilities. If the Cooperative determines it is necessary to move its facilities because customer fails or refuses to allow the Cooperative access to Cooperative's facilities at any time then Customer may be billed the actual cost of relocation.

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**306. Meters.**

**306.1 Location and Installation of Meter.**

Meters and service switches in conjunction with the meter shall be installed in accordance with the latest revision of American National Standards Institute, Inc., Standard C12 (American National Code for Electricity Metering), and will be readily accessible for reading, testing and inspection, and where such activities will cause minimum interference and inconvenience to the Customer. Customer shall 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,
- B. meter board,
- C. meter loop,
- D. safety service switches when required, and
- E. an adequate anchor for service drops.

All meters installed after July 1980 shall be located as set forth herein, provided that, where installations are made to replace meters removed from service, this section shall not operate to require any change in meter locations which were established prior to July 1980, unless the Cooperative finds that the old location is no longer suitable or proper, or the Customer desires that the location be changed. When the meter location on the Customer's premises is changed at the request of the Customer, or due to alterations on Customer's premises, the Customer shall provide and have installed at his expense, all wiring and equipment necessary for relocating the meter. All meters will be located outside the building except as may be permitted with the prior written approval of the Cooperative.

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**306.2 Type of Meter and Ownership of Meter.**

The Cooperative shall provide, install, own and maintain all meters necessary for the measurement of electrical energy. Such meters shall be of a standard type, which meet industry standards, however, special meters not conforming to such standards may be used for investigation or experimental purposes.

**307. Point of Delivery.**

Customer shall designate the location he or she desires to receive electric energy and shall provide service entrance conductors and any receptacle needed for the receipt of electric energy.

The point of delivery of electric energy is the point where the Customer's service entrance conductors are connected to the Cooperative's conductors. Such point shall be outside the Customer's installation or structure(s) at a location which will facilitate connection in accordance with the standard operating practices of the Cooperative.

In special circumstances, the point of delivery may be located inside the Customer's installation or structure if the Customer makes a written request which is approved by the manager of the Cooperative.

**308. Initiation of Service.**

Electric service is provided to customers in the Cooperative's certificated area who have satisfactorily established credit and fulfilled all conditions precedent. Normally, as a service objective, the Cooperative attempts to make service available within the following guidelines:

- A. Within seven (7) working days if no line extension or new facilities are required.
- B. Within ninety (90) days for permanent residential service requiring a line extension or other facilities unless unavailability of materials causes unavoidable delay.
- C. Extensions to other customer classes requiring line extensions may take longer than ninety (90) days.

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### 320. Electric Energy.

#### 320.1 Delivery of Electric Energy.

If Customer has satisfied and continues to satisfy all conditions and perform all obligations contained in the foregoing service rules, the Cooperative shall provide electric energy to Customer at the point of delivery. The Cooperative may, however, limit the amount of electric energy furnished.

#### 320.2 Characteristics of Electric Energy.

A. Voltage:

The Cooperative adopts the following standard voltages for distribution:

<u>Single Phase</u>	<u>Three Phase</u>
120/240	120/240
240/480	240/480

Insofar as practicable, the Cooperative maintains its standard voltages within the variations permitted by the Public Utility Commission of Texas (see Substantive Rule 23.62.(f)). Customer should obtain from the Cooperative the phase and voltage of the service available before committing to the purchase of motors or other equipment.

B. Frequency.

The Cooperative's wholesale power supplier controls the frequency of current provided by the Cooperative. Generally, the Cooperative provides alternating current at a standard frequency of 60 cycles per second. Except for infrequent and unavoidable fluctuations, this standard is usually maintained within one-tenth (1/10) of a cycle per second.

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## **321. Method of Providing Service.**

### **321.1 Overhead Service Drop.**

Electric service is generally available to Customers throughout the Cooperative's service area from overhead distribution facilities. The Cooperative, however, may refuse to provide overhead service in any area where the Cooperative has or expects substantial investment in underground distribution facilities. To receive overhead service, Customer must install a suitable bracket for attachment of Cooperative conductors in compliance with the National Electrical Safety Code.

### **321.2 Underground Electric Service.**

Electric service from underground distribution facilities is available to customers who meet the requirements of these service rules and regulations. In areas served by the Cooperative's underground distribution system, phase and voltage of electric service may be limited to that which can be provided from existing facilities. Underground conductors are usually connected to the Cooperative's overhead distribution facilities at a location outside the Customer's premises or at a suitable location on Customer's premises. The location and routing of underground distribution facilities is determined by the Cooperative. No change shall be made in the grade along the conductor route without the consent of the Cooperative. Any change in grade, which requires lowering electrical conductors, is at the expense of the Customer.

### **321.3 Mobile Home Parks.**

In mobile home parks and similar installations, the Cooperative provides electric service through individual meters to each space for each consuming facility. Either underground or overhead service may be provided.

### **321.4 Apartments.**

Electric service is provided through individual meters for each living unit or through one meter at each point of delivery for any number of living units.

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**321.5 Connections at Point of Delivery.**

The Cooperative makes connections of its conductors to Customers' conductors only at the point of delivery.

**322. Continuity of Electric Service.**

**322.1 Reasonable Diligence.**

The Cooperative uses reasonable diligence under standard utility practices to provide continuous and adequate service in accordance with the standards set forth in these rules but does not warrant or represent that irregularities or interruptions will not occur.

**322.2 Service Interruptions.**

Service interruptions may occur. Customer is responsible for installing and maintaining protective devices as are recommended or required by the most current edition of the National Electrical Code and other such devices as are necessary or advisable to protect Customer's equipment or process during irregular or interrupted service, including, but not limited to, voltage and wave form irregularities, or the failure of part or all of the electrical service. When interruptions do occur, the Cooperative shall reestablish service as soon as practicable.

The Cooperative may interrupt service to provide necessary civil defense or other emergency services in the event of a national emergency or local disaster. The Cooperative may also interrupt service as necessary for maintenance, repairs, construction, moving of buildings or oversized objects, relocation or changes of facilities, to prevent or alleviate an emergency which may disrupt operation of all or any portion of the Cooperative's system, to lessen or remove risk of harm to life or property, to aid in the restoration of electric service, and on occasions when the Cooperative's wholesale power suppliers, or any of them, fails to deliver sufficient power and/or energy to the Cooperative.

**322.3 Service Irregularities.**

Irregularities in service such as voltage surges may occur. Customer is responsible for installing and maintaining devices which protect his/her installation, equipment and processes during such service conditions.

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#### **322.4 Investigation of Service Interruptions and Irregularities.**

The Cooperative makes reasonable investigation of service interruptions and irregularities reported by a Customer. Such investigation normally terminates at the point of delivery. If standard service voltage exists at this point and the Cooperative's service facilities are in good conditions, the Customer shall be so advised. The Cooperative shall not be obligated to inspect Customer's conductors, installation or equipment.

#### **322.5 Liability, Indemnity and Disclaimer of Warranties.**

##### **A. Liability/Indemnity.**

Cooperative is responsible for design, construction, operation and maintenance of electric service facilities up to and including the Point of Delivery. Customer is responsible for design, construction, operation and maintenance of Customer's installation beyond the Point of Delivery, and has sole control and supervision over Customer's installation. It is particularly understood that the Customer assumes full responsibility for electric energy furnished to Customer past the point of delivery and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for damages including but not limited to injuries to any persons, including death resulting therefrom, and damages to property occurring upon the premises to the Customer arising from electric power and energy delivered by Cooperative whether or not caused by the negligence of the Cooperative, except when the negligence of Cooperative or its agents or agents was the sole proximate cause of such injuries, death of persons or damages to property.

Except to the extent injuries or damage have been caused by the Cooperative's negligence or willful misconduct as provided in this action, it is the express intention of Customer to indemnify the Cooperative for the consequences of its own negligence. Without limiting the foregoing, Cooperative is not and shall not be liable to Customer for damages occasioned by:

- (1) irregularities or interruptions (of any duration), or failure to commence electric service, caused in whole or in part by (i) governmental or municipal action or authority, litigation, public enemies, strikes, acts of God (including weather and its resulting consequences); (ii) an order of

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any Court or Judge granted in any bona fide adverse legal proceeding or action or any order of any commission or tribunal having jurisdiction in the premises; (iii) situations or conditions described in the second paragraph of Section 322.2 of these Service Rules; (iv) the absence, inadequacy or failure of protective devices which are the responsibility of the Customer; (v) inadequacy or failure of generation or transmission facilities; or (vi) any other act or thing reasonably beyond the control of Cooperative or as may be authorized elsewhere in this Tariff for Electric Service; or

- (2) any interruption of service not occasioned by situations or conditions described in (1) above that has not existed continuously for beyond a reasonable period of time after notice to Cooperative, which reasonable period shall under no circumstances be less than twenty-four (24) hours or any interruption of service of greater than a reasonable duration if the Cooperative has used reasonable diligence in attempts to restore electric service after the Cooperative is notified of such interruption.

Cooperative may perform voluntary or emergency acts to electric facilities which are the responsibility of the Customer but shall have no liability for damages or injuries resulting from said acts except to the extent that said damages or injuries are proximately caused by acts or omissions of the Cooperative which are found to be wanton or willful with the intent to cause injury.

In any claim or cause of action relating to the provision of electric service asserted by Customer or any other person against Cooperative, Cooperative shall not be liable for any consequential, special, or non-direct damages, including but not limited to loss of use of equipment, extra expense due to the use of temporary or replacement equipment, loss of electronic data or program, loss of business revenue, costs of capital, or any cost not part of necessary repair to or reasonable replacement of electric equipment whether the claim or cause of action is based upon contract, tort, negligence, products liability, or any other theory of recovery.

B. Disclaimer of Warranties.



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COOPERATIVE MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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### **323. Customer's Receipt and Use of Electric Energy.**

#### **323.1 Receipt of Electric Energy.**

- A. Exclusive Use.  
 When electric service is available, Customer shall purchase from the Cooperative all electric energy and service required to be used by Customer from a single consuming installation.
- Customer may not connect his lines to another source of electric energy in a manner that may permit electric energy to flow into Cooperative's system from such source without a written agreement with the Cooperative.
- B. Customer's Installation.  
 Customer shall at all times maintain his/her installation in accordance with the latest revision of the National Electrical Code, published by the National Fire Protection Association and/or The National Electrical Safety Code, published by the Institute of Electrical and Electronics Engineers, Inc., as well as other applicable standards that may be imposed by law, ordinance or regulations.

#### **323.2 Customer Use of Electric Energy.**

- A. Permitted Uses.  
 Electric energy provided through Cooperative facilities shall be used by Customer exclusively for the purpose or purposes specified in the availability clause of the rate schedule under which Customer is receiving service and being billed.
- B. Resale Prohibited.  
 Customer shall not resell electric energy unless specifically provided for in writing by the Cooperative.
- C. Interstate Transmission of Electric Energy Prohibited.  
 The Cooperative does not provide electric service to any member's installation any part of which is located outside the State of Texas or is connected to any

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conductors, all or part of which is located outside the State of Texas. Customer shall not transmit electric energy provided by the Cooperative outside the State of Texas.

- D. Uses Prohibited by Law.  
Customer shall not use electric energy for any unlawful purpose or in such a manner that it may endanger life or property.

**323.3 Customer's Electrical Load.**

- A. Load Balance.  
Cooperative requires Customer to control the use of electric energy so that Cooperative's electrical load at the point of delivery is in reasonable balance.
- B. Allowable Motor Starting Currents.  
The following motors may be started across-the-line if the starting current (which is the locked rotor current of the motor at nameplate voltage) does not exceed the limits given below.

Nominal <u>Nameplate Voltage</u>	<u>Phase</u>	Maximum Locked <u>Rotor Current*</u>
115 volts	Single	50 amperes
230 volts	Single	200 amperes
200, 230 or 460 volts	Single	200 amperes

Larger across-the-line starting currents than above may be permitted where Cooperative determines the facilities are adequate and the frequency of starts is such that other Customer's service will not be adversely affected. Any motor-starting devices are to be of a type approved by Cooperative and are to be provided and installed by Customer.

Note: Groups of motors starting simultaneously are classed as one motor.

- C. Intermittent Electrical Loads.

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Electric service to equipment such as spot and arc welding machines, X-ray machines, arc-furnaces, elevators, dredges, locomotives, shovels, feed grinders, etc., whose use of electricity is intermittent and subject to violent fluctuations is provided to such equipment as a part of Customer's installation or by a transformer dedicated solely to that equipment and served as a separate account. Except for individual transformer type arc welders whose rated primary input current does not exceed 15 amperes at 120-volt operation or 30 amperes at 240-volt operation (38 amperes if Customer is served by an individual transformer). Customers contemplating the installation of such equipment are to make specific prior arrangements with Cooperative.

D. Equipment Necessary to Limit Adverse Effect.

Cooperative may require Customer to provide, at Customer's expense, suitable apparatus to limit the effect of voltage fluctuations caused by electric equipment in Customer's installation where Customer is found to be operating electrical equipment which produces voltage fluctuations, interference or distorted wave forms which adversely affect electric service provided by Cooperative to Customers.

In lieu of requesting Customer to install such suitable or special equipment limiting such adverse effect, Cooperative may, at its option, install at Customer's cost, additional transformer capacity (which may or may not be dedicated solely to such member) or other equipment specifically designed to reasonably limit such adverse effect.

E. Voltage and Wave Forms Sensitive Equipment.

A Customer planning the installation of electric equipment such as computers, communication equipment, electronic control devices, etc., whose performances may be adversely affected by voltage fluctuations and distorted 60 hertz wave forms are responsible for providing and installing the necessary facilities to limit these adverse effects.

F. Change in Customer's Electrical Load.

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The Cooperative may require information concerning the nature of the load and electric service requirements as well as the expected duration of the load. Customer shall give written notice to the Cooperative fifteen (15) days in advance of connecting any motors or other devices which might increase load above the rated capacity of transformer(s) servicing Customer. If Customer fails to give such notice and an overload condition causes damage to the transformer(s) servicing Customer, then Customer shall pay to the Cooperative the value of such transformer prior to the time it was damaged less salvage value.

If in the judgment of the Cooperative there is an increase in any electric service requirement for which, under standard engineering practice, it would be desirable to construct additional facilities, then the Cooperative may charge Customer as aid to construction or as an increased minimum an amount not to exceed the actual cost of such facilities together with the cost of any additional facilities required to be constructed by the Cooperative's wholesale power supplier serving Customer's load. The Cooperative may require the Customer to execute a new contract for electric service specifying appropriate terms including the maximum load, increased minimum or aid to construction.

**323.4 Power Factor.**

If the power factor of Customer's load is less than ninety-seven and one half percent (97.5%), Cooperative may require Customer to install appropriate equipment to maintain a power factor of at least ninety-seven and one half percent (97.5%), or at Cooperative's option to reimburse Cooperative for installing the necessary equipment.

**323.5 Access.**

Customer will admit to Customer's premises at all reasonable hours personnel authorized by Cooperative to inspect, install, remove or replace Cooperative's property; to read Cooperative's meter; and to perform other activities necessary to provide electric service, including tree trimming and tree removal where such trees in the opinion of the Cooperative constitute a hazard to Cooperative personnel or facilities, or jeopardize the provision of continuous electric service. Refusal on the part of Customer to provide reasonable access for the above purposes may, at Cooperative's option, be sufficient cause

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for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge consumer the cost of relocating all facilities.

**323.6 Protection of Cooperative's Facilities on Customer's Premises.**

Customer shall use reasonable diligence to protect Cooperative personnel and facilities on Customer's premises.

In the event of loss of, or damage to, Cooperative facilities on Customer's premises caused by or arising out of carelessness, neglect, vandalism or misuse by Customer or unauthorized persons, Cooperative may require Customer to reimburse the Cooperative the full cost of such damage.

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### **324. Billing.**

The Customer shall be obligated to pay the total amount of charges for electric service shown on the Customer's bill. Such charges shall be calculated in accordance with the Cooperative's latest approved rate schedule or schedules applicable to the class or classes of service furnished to Customer and these rules. Bills shall be rendered promptly following the reading of meters. If the Customer has agreed to pay the Cooperative in accordance with a level or average payment plan, the provisions of such agreement shall govern the terms of payment for electric utility service.

#### **324.1 Determining Usage of Electric Energy.**

Usage of electric energy (expressed as kWh) shall be determined by a meter reading. The meter reading is conclusive and establishes absolutely the amount of energy used unless it is shown by meter test that the meter was inoperative or inaccurate, in which case the meter reading shall be adjusted as provided in Section 324.4 of these rules. The meter reading shall not otherwise be adjusted. Electric energy usage is measured at the metering point regardless of whether or not it is the same as the point of delivery.

#### **324.2 Meter Reading.**

The Cooperative reads all meters monthly. Unless specifically stated in the applicable rate schedule, all charges are based on a billing month. A billing month or billing period is the period between two consecutive meter reading dates and typically ranges from 28 to 33 days. The Cooperative may check the meter reading of any meter at any time.

#### **324.3 Estimated Billing.**

Electric energy as well as demand may be estimated by the Cooperative when there is good reason for doing so, such as inclement weather, personnel shortage, etc., provided an actual meter reading is taken every three months.

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**324.4 Overbilling and Underbilling.**

The Cooperative may charge, credit or adjust any billing for overbillings or underbillings in accordance with any applicable rules established by the Board of Directors.

**324.5 Meter Test and Accuracy Adjustment.**

Upon request of a Customer and if he/she desires in the Customer's presence or the presence of his/her authorized representative, the Cooperative shall make a test of the accuracy of Customer's meter at the cooperative's facility. The test shall be made during the Cooperative's normal working hours at a time convenient to the Customer, if he/she desires to observe the test. The test may be made at a test laboratory as determined by the Cooperative. Following completion of testing, the Cooperative shall promptly advise the Customer of the date of removal of the meter, if removed, the date of the test, the result of the test, and who made the test.

**324.6 Minimum Charges.**

The Customer will pay a minimum bill in accordance with the applicable rate schedule irrespective of the amount of electricity consumed, even if none is consumed. The minimum charge shall be in addition to any fuel cost adjustment charges, power cost adjustment charges or other billing adjustments. All billing adjustments shall be billed in addition to and exclusive of the minimum charge.

The minimum charge may be increased in accordance with the Cooperative's line extension policy for new construction.

**324.7 Terms of Payment.**

Each bill for utility service(s), regardless of the nature of the service(s), is due sixteen (16) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received in the office of the Cooperative or at any agency authorized by the Cooperative to receive payment on or before the date such bill is due, the Customer's account will be considered delinquent and subject to disconnection in accordance with these rules.



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### **324.8 Disputed Bills.**

In the event of a dispute between a Customer and the Cooperative regarding any bill for electric utility service, the Cooperative shall make such investigation as may be appropriate under the particular circumstances, and report the results thereof to the Customer. In the event disputes are not resolved, the Cooperative informs Customers of the complaint procedures of the Cooperative and the Commission.

Customers shall not be required to pay the disputed portion of the bill which exceeds Customer's average monthly usage at current rates pending the resolution of the dispute, but in no event more than sixty (60) days. For purposes of this rule only, the Customer's average monthly usage at current rates shall be the average of the Customer's gross utility service for the preceding 12-month period. When no previous usage history exists, consumption for calculating the average monthly usage shall be estimated on the basis of usage levels of similar customers and under similar conditions.

### **324.9 Deferred Payment Plan.**

The Cooperative may in its discretion enter into a deferred payment plan for any amount owed to the Cooperative or any portion thereof. The Cooperative shall offer upon request a deferred payment plan to any residential member who has expressed an inability to pay all of his/her bill, if that member has not been issued more than two termination notices at any time during the preceding twelve (12) months.

- A. The cooperative is not required to enter into a deferred payment agreement with any Customer who is lacking sufficient credit or a satisfactory history of payment for previous service when that Customer has had service from the present Cooperative for no more than three (3) months. In cases of meter tampering, bypass or diversion, a Cooperative may, but is not required to, offer a Customer a deferred payment plan.
- B. A deferred payment plan may include a five percent (5%) penalty for late payment but shall not include a finance charge.

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- C. If a Customer has not fulfilled terms of a deferred payment agreement, the Cooperative shall have the right to disconnect service pursuant to the disconnection rules herein, and under such circumstances, it shall not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

**324.10 Cancellation of Agreement.**

If Customer terminates service without proper notice or prior to the end of the contract term or Cooperative terminates service due to a default or breach by Customer, in addition to the amount then due Cooperative, there immediately becomes due and payable to Cooperative as liquidated damages and not as a penalty a further sum equal to the minimum amount specified in the applicable rate schedules or guaranteed in the Application for Membership and Agreement for Electric Service for the unexpired term of the Application for Membership and Agreement for Electric Service, whichever is greater. Residential customers are only required to give reasonable notice of termination.

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### **325. Customer Relations.**

#### **325.1 Available Information.**

- A. Facilities for Providing Electric Service.  
 The Cooperative maintains at each of its business offices and makes available to applicants and others entitled to the information a current set of maps, plans and records showing the facilities available for service.
  
- B. Cost of Providing Service.  
 Prospective residential applicants are informed of the lowest-priced service alternatives available giving consideration to equipment options and installation charges, if any. Cooperative does not assume responsibility that Customer receives electric service under the most favorable rate schedule. If a change in Customer's load or installation occurs which would make Customer eligible for a more favorable rate schedule, it is Customer's responsibility to notify Cooperative in writing of such changes and request that a different rate schedule be applied. Cooperative is not required to bill Customer under the more favorable rate schedule until a written Agreement for Electric Service is in effect between Customer and Cooperative specifying the new rate schedule. When Customer selects a rate schedule, or changes its installation to be eligible for selection of new rate schedule, Cooperative is not required to make any refunds covering the difference between the charges under the rate schedule in effect and those under any other rate schedule which would be applicable to the same service.
  
- C. Tariffs.  
 At each of its business offices, the Cooperative maintains and makes available for inspection a copy of its current tariffs including all rate schedules and rates relating to service. A copy of any applicable portion of the tariff will be provided upon request. Notice of the availability of such tariffs is posted in each business office in the same area where applications for service are received.

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- D. Meter Reading.  
 Upon request, the Cooperative advises its Customers of the method of reading meters.

**325.2 Customer Complaints.**

- A. Upon complaint to the Cooperative by a Customer, either at its office, by letter or by telephone, the Cooperative shall promptly make a suitable investigation and advise the complainant of the results thereof.
- B. In the event the complainant is dissatisfied with the Cooperative's report, the member may address the board of directors.
- C. The Cooperative keeps a record of complaints showing the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof for a period of two (2) years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges and complaints which require no remedial action by the Cooperative need not be recorded.

**325.3 Refund of Deposit.**

If a Customer has been required to make a deposit the Cooperative shall refund the deposit plus accrued interest on such deposit at the time of service disconnection. Accrued interest on deposits will be refunded in the form of a credit on the customer's electric bill in December of each year. In addition, the cooperative may at its discretion, refund a portion of a deposit to those customers whose usage history reflects that the reduced deposit held by the cooperative is sufficient to protect the cooperative from the risk of providing service to that customer.

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## 340. Distributed Generation Procedures and Guidelines Tariff

### 340.1 Application.

Applicable to Qualifying Distributed Generation Facilities smaller than 2 MW of connected generation, rated to produce an amount of electricity less than or equal to the amount of electricity the Customer for whom the DG is installed is reasonably expected to consume and connected in parallel operation to the Cooperative's electric system in accordance with the Cooperative's service rules and regulations and the Cooperative's *Distributed Generation Procedures and Guidelines Manual for Members* (available on request). This rate is not applicable to temporary, shared, or resale service. This rate is applicable to service supplied at one point of delivery.

### 340.2 Sales to Customer

Sales to a Distributed Generation Customer shall be consistent with the applicable retail rate tariff established by the Cooperative and in use by the Customer as if there were no Distributed Generation installation.

### 340.3 Purchases from a Customer

Determination of billing shall be accomplished by metering that can identify both all energy supplied by the Cooperative and all energy supplied by the Customer in excess of the Customer's on-site consumption.

For power produced in excess of on-site requirements, the Customer shall be compensated at the Cooperative's avoided cost. For purposes of this tariff, avoided cost shall be defined as the wholesale energy and fuel costs as shown on the Cooperative's power supplier's monthly power bill. In the case the energy supplied by the Customer and purchased by the Cooperative results in a credit balance for the energy charge on the Customer's account, the Customer will be allowed to carry the credit balance over to the following months to offset future charges for energy on the distributed generation metered account only. When the energy supplied by the Customer exceeds the energy supplied by the Cooperative during a monthly billing period, the monthly service availability charge of the retail rate schedule and the monthly customer charge for additional metering and billing costs shall be billed by the Cooperative. The credit balance of the energy charge may not be used to reduce any other charges billed on the account and will not be refunded to Customer upon disconnection of the meter if a credit balance remains at the time of disconnection. On an

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annual basis, the Cooperative will reset to zero any credit balances resulting from this section and the Customer will not receive payment for the credit balance.

The Cooperative may, at its sole discretion, purchase power from non-qualifying Customers on a non-discriminatory basis under the terms of this section.

#### **340.4 Monthly Rate.**

Each billing period the Customer shall be obligated to pay the following charges in addition to all charges indicated on his/her base rate:

##### **Customer Charge**

For additional metering and billing costs

For DG installations less than 50 kW installed capacity @ \$ 38.25 per meter/month

For DG installations greater than 50 kW installed capacity @ \$ 76.50 per meter/month

##### **Facilities Charge**

As determined at the sole discretion of the Cooperative on a non-discriminatory case-by-case basis to recover any additional operation and maintenance expense caused by the Customer's facility.

#### **340.5 Agreements**

An Interconnection Agreement between the Customer and the Cooperative shall be required.

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**350. Customer Initiated Discontinuance of Service.**

**350.1 Customer's Request.**

Any Customer desiring to discontinue electric utility service from the Cooperative shall make a request identifying the Customer, the service location where discontinuance is desired, and the date service is requested to be discontinued. Such request shall be filed at any office of the Cooperative.

**350.2 Disconnection.**

Following receipt of Customer's request for discontinuance of service, the Cooperative shall disconnect service. Where practicable, disconnection is made on the date requested by the Customer, however, the Cooperative shall not be obligated to make disconnection earlier than the second full business day following receipt of Customer's request.

**351. Cooperative Initiated Discontinuance.**

**351.1 Reasons for Discontinuance.**

The Cooperative may discontinue service to a Customer under any of the following circumstances:

- A. Nonpayment of a Bill.  
 If the Customer fails or refuses to pay a delinquent account for electric service (whether or not based upon estimated billing).

or

- B. Breach.  
 If Customer fails or refuses to perform any obligation under the terms of the Application for Membership and Agreement for Electric Service or a deferred payment agreement.

or

- C. Interference with Service.  
 If Customer violates any rule pertaining to the use of electric service in a manner which interferes with or is likely to cause interference with electric service to other Customers or operates nonstandard equipment, provided that the Cooperative has

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made a reasonable effort to notify the Customer and provided there has been a reasonable opportunity to remedy the situation.

or

D. Failure to Make Application for Service.

If Customer fails or refuses to make application for service in accordance with these rules in Customer's true name.

or

E. Refusal of Access.

If Customer fails or refuses to provide the Cooperative access at all times to its facilities located on Customer's premises.

or

F. Default on Guaranty Agreement.

If a Customer has signed a written Guaranty Agreement for another Customer or applicant and fails or refuses to pay the amount due on the guaranteed account when requested to do so by the Cooperative.

or

G. Backbilling.

If Customer fails or refuses to timely pay any billing authorized by these rules resulting from previous underbilling (whether caused by meter inaccuracy, failure to register, misapplication of rates or otherwise). Correction of billings for meter inaccuracy shall be made for the period of six (6) months immediately preceding removal of the inaccurate meter from service for testing or from the time the meter was in service since last tested, but not exceed six (6) months.

or

H. Hazardous Condition.

When a hazardous condition exists in Customer's installation or equipment.

or

I. Meter Tampering.

If Cooperative's meter which serves Customer has been tampered with or bypassed, the Cooperative may discontinue service. For purposes of this section, meter tampering, bypass, or diversion shall be defined as tampering with an electric meter or equipment, bypassing the same, or other instances of diversion, such as physically disorienting the meter, objects attached to the meter to divert service or



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to bypass, insertion of objects into the meter, and other electrical and mechanical means of tampering with bypassing, or diverting electrical service or there has been a theft of electric service (Section 31.04 of the Penal Code of the State of Texas) or criminal mischief for having damaged or tampered with the Cooperative's property (Section 28.03 of the Penal Code of the State of Texas).

The Cooperative may charge 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. An itemized bill of such charges must be provided to the Customer. The Cooperative may also estimate and bill the member for electric service over the entire period of meter tampering, meter bypassing or service diversion.

**351.2 Notice of Disconnection.**

- A. Proper Notice Prior to Disconnection for Nonpayment.  
 If a Customer fails or refuses to pay the Cooperative in accordance with the provisions of the Agreement for Electric Service, service rules, applicable rate schedule, deferred payment agreement or guaranty agreement, then proper notice shall be given prior to disconnection. Proper notice shall consist of a separate mailing or hand delivery at least ten (10) days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. If mailed, the cut-off day may not fall on a holiday or weekend, but shall fall on the next working day after the tenth (10th) day. Payment at a utility's authorized payment agency is considered payment to the utility. The Cooperative shall not issue late notices or disconnect notices to the Customer earlier than the first day the bill becomes delinquent so that a reasonable length of time is allowed to ascertain receipt of payment by mail or at the utility's authorized payment agency.

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- B. Disconnection Without Notice.  
 Electric service may be disconnected without any notice to Customer if a hazardous condition exists or for meter tampering or bypassing.
  
- C. Disconnection After Reasonable Notice.
  - (1) Electric service may be disconnected for violation of service rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment (Section 351.1(C)), if a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation.
  - (2) Electric service may be disconnected for failure to make application for service (Section 315.1(D)); refusal of access (Section 351.1(E)); failure to pay a bill to correct previous underbilling (Section 351.1(G)); default on guarantee agreement (Section 351.1(F)); if reasonable notice is given.
  - (3) Reasonable notice shall consist of a separate mailing or hand delivery at least ten (10) days prior to a stated date of disconnection with the words "termination notice" or similar language prominently displayed on the notice.

**351.3 Disconnection for Ill and Disabled.**

The Cooperative will not discontinue service to a delinquent residential Customer permanently residing in an individually metered dwelling unit when that Customer establishes that discontinuance of service will result in some person residing at that residence becoming seriously ill or more seriously ill if service is discontinued. Each time a Customer seeks to avoid termination of service under this rule, the Customer must have the attending physician call or contact the Cooperative within 16 days of issuance of the bill. A written statement must be received by the Cooperative from the physician or health care provider within twenty-six (26) days of the issuance of the Cooperative's bill. "Physician" means any public health official including but not limited to medical doctors, doctors of osteopathy, nurse practitioners, and registered nurses. The prohibition against discontinuance of service provided by this rule shall last sixty-three (63) days from the issuance of the Cooperative's bill or such lesser period as may be agreed upon by the

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Cooperative and the Customer. The Customer who makes such request shall enter into a deferred payment plan.

**351.4 Effect of Discontinuance of Service.**

- A. Customer's Obligations.  
 Discontinuance of service shall not relieve Customer from any obligation to the Cooperative or lessen or change any obligation in any manner.
  
- B. Cooperative's Rights.  
 Discontinuance of service shall not reduce, diminish, or eliminate any legal right or remedy accruing to the Cooperative on or before the date of discontinuance, nor shall discontinuance operate as a waiver of any legal right or remedy.

Failure of Cooperative to discontinue electric service at any time after default or breach of this tariff, or to resort to any legal remedy or its exercise of any one or more of such remedies does not affect the Cooperative's right to resort thereafter to any one or more of such remedies for the same or any default or breach by Customer.

**351.5 Dismantling of Cooperative Facilities.**

The Cooperative may, upon discontinuance of electric service to Customer, dismantle and remove all lines, equipment, apparatus, or other facilities which the Cooperative may have installed to provide electric service to Customer. Alternatively, the Cooperative may abandon in place in whole or in part its underground lines and equipment in lieu of removing such facilities.

**351.6 Liability for Discontinuance of Service.**

The Cooperative shall not be liable for any damage of any kind or character resulting from discontinuance or disconnection made pursuant to these rules.

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**351.7 Refund of Membership Fee.**

Within a reasonable time after discontinuance of service the Cooperative shall make reasonable efforts to refund Applicant's membership fee if Applicant is no longer required to maintain a membership.

**351.8 Refund of Deposit.**

After disconnection of service, if service is not reconnected, the Cooperative shall refund the Customer's deposit, plus accrued interest on the balance, if any, in excess of unpaid bills for service furnished.

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**370. Definitions.**

The following terms, when used in this Tariff for Electric Service, have the following definitions:

**370.1 Application for Membership and Agreement for Electric Service.**

A written contract between Cooperative and Customer under which Cooperative provides electric service.

**370.2 Codes.**

Codes governing electrical installations.

**370.3 Commission.**

The Public Utility Commission of Texas.

**370.4 Conductors Considered Outside of Building.**

At the option of the Cooperative, conductors may be considered outside of a building or other structure under any of the following conditions: (1) where installed under not less than two inches of concrete beneath a building or other structure, or (2) where installed within a building or other structure in a raceway that is enclosed concrete or brick not less than two inches thick.

**370.5 Connected Load.**

The combined electrical requirement (i.e., the sum of the capacities and/or ratings) of all motors and other electric power consuming devices installed on the Customer's premises.

**370.6 Contribution in Aid of Construction.**

A cash payment by Customer to Cooperative in order to prevent burdening other Customers through capital expenditures by Cooperative.

**370.7 Cooperative.**

Fort Belknap Electric Cooperative, Inc., its successors and assigns.

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**370.8 Customer.**

An individual, partnership, association, joint venture, corporation, trust, governmental agency or other entity who is receiving, who is an applicant for, or who is receiving the benefit of electric services at a specified point of delivery.

**370.9 Customer's Electrical Load.**

The power and energy of all motors and other electricity-consuming devices on Customer's premises which are operated simultaneously from electric service provided by the Cooperative.

**370.10 Customer's Electrical Installation.**

All conductors, equipment, or apparatus of any kind on Customer's side of the point of delivery, except Cooperative's metering equipment, used by Customer in taking electric service.

**370.11 Demand.**

The rate at which electric energy is used at any instant or averaged over any designated period of time.

**370.12 Demand Interval.**

The specified interval of time on which a demand measurement is based. The Cooperative's demand interval is normally fifteen (15) minutes.

**370.13 Distribution System.**

Cooperative's primary and secondary voltage conductors, transformers, switchgear, connection enclosures, pedestals, services, and other associated equipment used to provide electric service.

**370.14 Dwelling Unit.**

A room or rooms suitable for occupancy as a residence containing kitchen and bathroom.

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**370.15 Electric Services.**

Electric power and energy produced, transmitted and distributed, and provided or made available by Cooperative at the point of delivery.

**370.16 Energy.**

The measure of how much electric power is provided over time for doing work. The electrical unit is the watt-hour, or kilowatt-hour.

**370.17 Inspection Authority.**

Generally, an incorporated city or town, but may be an agency of the county, state or federal government.

**370.18 Kilowatt.**

1,000 watts; abbreviated "kW."

**370.19 Kilowatt-Hour.**

1,000 watt-hours; abbreviated "kWh."

**370.20 Load Factor.**

The ratio, usually stated as a percentage, of actual kilowatt-hours used during a designated time period to the maximum kilowatts of demand times the number of hours occurring in the designated time period.

**370.21 Maximum Electrical Load.**

The maximum power and energy of all motors and other electricity-consuming devices on Customer's premises which are operated or expected to be operated simultaneously from electric service provided by Cooperative at one point of delivery, measured in kilowatts.

**370.22 Meter.**

A device, or devices, together with any required auxiliary equipment, for measuring electric service.

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**370.23 Permanent Installations.**

Any installation that is:

- A. Constructed on or permanently affixed to a concrete slab or concrete piers (not blocks) and which is actually used or occupied on a permanent full-time basis; or
- B. Any other structure which meets all of the following criteria:
  - (1) The structure must be impractical to move. Mobile homes with wheels, trailer hitch, and axle removed are considered impractical to move;
  - (2) The structure must be actually used or occupied on a permanent full-time basis;
  - (3) The structure must be permanently connected to a water system and must also be permanently connected to a sewer or septic system.

**370.24 Person.**

Any individual, partnership, association, joint venture, corporation, trust or governmental entity.

**370.25 Point of Delivery.**

The point where Cooperative's conductors are connected to Customer's conductors.

**370.26 Power.**

The rate at which electric energy is provided for doing work. The electrical unit of power is the watt or kilowatt.

**370.27 Power Factor.**

The ratio of real power, in kilowatts, to apparent power, in kilovolt amperes, for any given load and time, generally expressed as a percentage ratio.

**370.28 Raceway.**

Tubular or rectangular channel or conduit for containing electrical conductors, which may be exposed, buried beneath the surface of the earth, or encased in a building or structure.



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**370.29 Rate Schedule.**

A statement of the method of determining charges for electric service, including the conditions under which such method applies.

**370.30 Service Availability Statement.**

A statement from the Cooperative designating the acceptable location of the Customer's service entrance conductors, the proper location of meters and metering equipment, the type of service available which will be made available at the specific location under consideration at the capacity of the service to be provided.

**370.31 Service Drop.**

Overhead conductors that extend from Cooperative's overhead distribution system to the point of delivery where connection is made to Customer's electrical installation.

**370.32 Service Entrance Conductors.**

Conductors provided by Customer extending from Customer's electrical equipment to the point of delivery where connection is made.

**370.33 Service Rules and Regulations, or Service Rules.**

Any service rule or regulation of the Cooperative approved by the Public Utility Commission of Texas and contained in Section III of these tariffs.

**370.34 Tariff(s).**

All provisions of this document including but not limited to provisions regarding (1) Utility Operations, (2) Rates and Charges, (3) Service Rules and Regulations, and (4) Forms.

**370.35 Temporary Electric Service.**

Electric service provided to Customer for a single, continuous period of time which is less than twelve (12) consecutive months, except that construction power, even though provided for a continuous period of time in excess of twelve (12) months, is considered to be temporary electric service.

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**370.36 Watt.**

The rate at which electric power is provided to do work. One watt is the power represented by a current having a component of one ampere in phase with and under a pressure of one volt.

**370.37 Watt-Hour.**

A unit of work or energy equivalent to the power of one watt operating for one hour.

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## TARIFF FOR ELECTRIC SERVICE

FORT BELKNAP ELECTRIC COOPERATIVE, INC.  
1302 West Main  
Olney, Texas 76374

### ISSUED BY

Kendall Montgomery  
General Manager/CEO

### ELECTRIC UTILITY

Approved by: Board of Directors

Effective Date: March 21, 2025  
Issue Date: \_\_\_\_\_

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