

Part I – Obtaining Electric Service

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**III. SERVICE QUALITY STANDARDS, RELIABILITY & CUSTOMER
RELATIONS & SAFEGUARDS**

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 an appropriate electric service agreement, the form of which has been approved by a Regulatory Authority and is contained in these tariffs. A separate Agreement is required for each location where delivery of electric energy is desired, whether or not for initiation or renewal of service or otherwise. An Electric Service Agreement is filed when it is received by an appropriate Cooperative employee at any office of the Cooperative.

The Electric Service Agreement must be in the legal name of the person or entity 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. The filing of an application for membership shall be accompanied by the payment of one (1) membership fee.

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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 Electric Service Agreement, these tariffs, and any applicable easement.

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302. Establishment of Credit.

At any time before applicant's offer to purchase electric service is agreed to by the Cooperative, the Cooperative may require applicant, regardless of the type of service applied for, to demonstrate and satisfactorily establish credit in such form and manner as may be prescribed by the Cooperative. The satisfactory establishment of credit shall not relieve the applicant from complying with tariff provisions for prompt payment of bills. Notwithstanding any provision of these rules to the contrary, the following rules shall apply to the establishment of credit.

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 two occasions 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;

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C. Senior Citizens.

If the applicant for permanent residential service is sixty-five (65) years of age or older and does not have an outstanding account balance with the Cooperative or another utility providing electric service which accrued within the last two (2) years;

Or

D. Other Means.

If the permanent residential applicant demonstrates a satisfactory credit rating by appropriate means, including any of the following:

1. Ownership of substantial equity.
2. Credit check performed by the Cooperative. The Cooperative may run a credit bureau report to determine the applicant's credit rating and examine if the applicant has a satisfactory credit rating. The credit rating is based on the "National Risk Score" relating to applicants overall credit data determined by FICO® (Fair Isaac Corporation). The applicant will be provided credit bureau contact information if the report indicates a non-satisfactory credit rating.

302.2 Security Deposit.

If the credit of an applicant for any type of service has not been established satisfactorily to the Cooperative, the applicant may be required to make a deposit.

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302.3 Amount of Deposit for Permanent Residential, Commercial, and Industrial Service and Exemption from Deposit.

- (1) The required deposit shall not exceed an amount equivalent to one-sixth of the annual billings as estimated by the applicant after discussion of usage history with the Cooperative's personnel.
 - (A) During the first 12 months of service, if actual usage is three times estimated usage (or three times average usage of most recent three bills) and 150% of the security held, a new deposit requirement may be calculated and an additional deposit may be required to be made within 10 days after issuance of written notice of termination and requested additional deposit, or, in lieu of additional deposit the customer may elect to pay the current usage.
 - (B) If actual billings of a commercial customer are at least twice the amount of the estimated billings, and a suspension notice has been issued on a bill within the previous 12-month period, a new deposit may be required to be made within 15 days after issuance of written notice of termination and requested additional deposit. If actual billings of a residential customer are at least twice the amount of the estimated billings after two billing periods, and a suspension notice has been issued on a bill within the previous 12-month period, a new deposit may be required to be made within 15 days after issuance of written notice of termination and requested additional deposit. In lieu of additional deposit, the customer may elect to pay the

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current bill by the due date of the bill provided the customer has not exercised this option in the previous 12 months.

- (2) All applicants for permanent residential service who are 65 years of age or older will be considered as having established credit if such applicant does not have an outstanding account balance with the Cooperative or another utility for the same utility service which occurred within the last two years. No cash deposit shall be required of such applicant under these conditions.
- (3) In the case of commercial or industrial service, if the credit of an applicant for service has not been established satisfactorily to the utility, the applicant may be required to make a deposit.

302.4 Temporary or Seasonal Service and for Weekend Residences.

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. Such policy should be applied in a uniform and nondiscriminatory manner. These deposits shall be returned according to guidelines set out in the Refund of Deposit Policy, Section 325.3.

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302.5 Reestablishment of Credit.

Every applicant who previously has been a customer of the Cooperative and whose service has been discontinued for nonpayment of bills or meter tampering or bypassing of meter shall be required, before service is rendered, to pay all amounts due the utility 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 rules) or refusing service in accordance with this tariff.

303.1 Granting Application.

The Cooperative may grant an application by:

A. Signature

Having its authorized officer or employee sign the Electric Service Agreement on behalf of the Cooperative;

Or

B. Initiating Service.

Making electricity available at the Service Location.

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303.2 Refusal of Service.

The Cooperative may refuse service if:

A. Credit.

Applicant/Member has failed or refused to satisfactorily establish credit in accordance with the provisions of Section 302 of these rules;

Or

B. Fulfillment of Conditions Precedent.

If Applicant/Member has failed or refused within a reasonable amount of time to fulfill any condition precedent to performance (see Section 304.2);

Or

C. Indebtedness.

If Applicant/Member has failed or refused to pay any indebtedness to any utility having previously provided applicant with electric service;

Or

D. Membership.

Applicant/Member has failed or refused to pay the membership fee or qualify for membership in the Cooperative in accordance with the provisions of law;

Or

E. Hazardous Condition.

If it has come to the Cooperative's attention that Member's installation or equipment is hazardous or of such character that satisfactory service cannot be given.

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Or,

F. Intent to Deceive.

The applicant applies for service at a location where another customer received, or continues to receive, service and the electric utility bill is unpaid at that location, and the Cooperative can prove or has reason to believe the change in identity is made in an attempt to help the other customer avoid or evade payment of an electric utility bill. An applicant may request a supervisory review as specified in relating to complaints if the Cooperative determines that the applicant intends to deceive the Cooperative and refuses to provide service.

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304. Contract for Service.

The grant of an application shall operate as an acceptance of Applicant’s offer to purchase electric service.

304.1 Terms of Contract.

The terms of the contract are the provisions of the Electric Service Agreement (including this tariff) and any applicable easement.

304.2 Conditions to be Fulfilled by Applicant or Member Prior to the Rendition of Service.

As conditions precedent to the performance or obligation to perform any part of the contract for electric service by the Cooperative or the provision of any electric service Member shall:

A. Comply with the Law.

Member 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 Member is in compliance with the law and the provision 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.

And

B. Comply with Service Rules.

Applicant/Member shall comply with the Service Rules and Regulations of the Cooperative governing the service applied for;

And

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C. Member's Installation.

Member warrants to the Cooperative that Member'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 may be applicable. Member further warrants to the Cooperative that Member's installation will be maintained in accordance with such Code publications. The Cooperative does not undertake to determine if Member'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 Member's installation does not conform to such standards, Member may be required to conform prior to the provision of service.

And

D. Easement.

Applicant/Member shall grant or secure to the Cooperative at Member's expense an easement, 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;

And

E. Construction Costs.

Applicant/Member shall fulfill all obligations for the payment of construction costs in the manner prescribed in service rules and regulations governing line extension.

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304.3 Assignment of Contract.

The Member shall not assign the Contract except by written consent of the Cooperative or in compliance with the Articles and Bylaws of the Cooperative. The contract shall inure to the benefit of the Cooperative's assigns.

304.4 Modification by the Parties.

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

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305. LINE EXTENSION.

305.1 General Policy

It shall be the policy of this Cooperative to provide central station service to unserved applicants within its certified service area and extend its distribution facilities to applicants in accordance with the following line extension policy as approved by this Cooperative’s Board of Directors.

305.2 Member Responsibility

The Member shall make application for electric service at the office of the Cooperative. The Member shall specify their power requirements and indicate the location of such service on site through an appointment with the Cooperative’s personnel. The Cooperative shall have the sole responsibility to design the needed electric system to meet the Member’s power requirements. The Cooperative shall also have the sole responsibility to determine the route of the required electric system. The Member shall execute a membership application and agreement for electric service, provide a right-of-way acceptable to the Cooperative, clear all obstructions from the right-of-way according to Cooperative specifications, execute a right-of-way easement acceptable to the Cooperative when applicable, and comply with all other applicable provisions of this policy. The Member is responsible for the installation of the Service Entrance Wiring in accordance with the National Electric Code (NEC), Cooperative Wiring Specifications, and other applicable electrical wiring regulations and specifications. The Member shall provide a copy of applicable approved City and County Permits and 911 Address before final electrical connections can be made.

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305.3 Overhead Line Extension Fee Schedule

A. Single Phase Residential (Permanent Residential Dwelling):

The Member shall pay the estimated construction and retirement costs including transformers and meters for overhead and/or underground line extensions less the Average Consumer Investment of \$6,637.00 (01/20/2017). Transformer and meter cost and the Average Consumer Investment Cost shall be revised at least every (6) months. A (1) year contract is required. The Cooperative shall provide the meter can. Payment is due prior to construction. If determined by the Cooperative that any adjacent *Single-Phase* loads can be served by one transformer, then only one applicable Average Consumer Investment or Credit, whichever is greater, will be applied. However, if determined by the Cooperative that any adjacent *Single-Phase loads* on different properties can be served by one transformer, then multiple applicable Average Consumer Investments or Credits whichever is greater, may be applied; this is designed to assist two or more Members with the cost of a line extension.

B. Single Phase Miscellaneous:

Including permanent classifications such as: Mobile Homes, Residential Rent Properties, Stock Water Pumps, Barns, Vacation Homes, Hunting Camps, Fishing Camps, Campers, Baseball Fields, and other types of recreational facilities, etc.

The Member shall pay the estimated construction and retirement costs including transformers and meters for overhead and/or underground line extensions less the Average Consumer Investment of \$5,176.00 (01/20/2017). A \$250.00 Minimum Contribution in Aid of construction applies. Transformer and meter cost and the

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Average Consumer Investment Cost shall be revised at least every (6) months. A (1) year contract is required. The Cooperative shall provide the meter can. Payment is due prior to construction. If determined by the Cooperative that any adjacent *Single-Phase* loads on the same property can be served by one transformer, then only one applicable Average Consumer Investment or Credit, whichever is greater, will be applied. However, if determined by the Cooperative that any adjacent *Single-Phase loads* on different properties can be served by one transformer, then multiple applicable Average Consumer Investments or Credits whichever is greater, may be applied; this is designed to assist two or more Members with the cost of a line extension.

C. Single-Phase Commercial Loads, 50KVA and under:

Including permanent classifications such as: Retail Shops & Businesses, Radio & Microwave Towers, Cathodic Protection Units, Pipeline Metering Stations, Cable TV Units, and Telephone Units.

The Member shall pay the estimated construction and retirement costs including transformers and meters for overhead and/or underground line extensions less the Average Consumer Investment of \$6,756.00 (01/20/2017). A \$250.00 Minimum Contribution in Aid of Construction applies. Transformer and meter cost and the Average Consumer Investment Cost shall be revised at least every (6) months. A (1) year contract is required. The Cooperative shall provide the meter can. Payment is due

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prior to construction. If determined by the Cooperative that any adjacent *Single-Phase loads* can be served by one transformer, then only one applicable Average Consumer Investment or Credit whichever is greater, will be applied. However, if determined by the Cooperative that any adjacent *Single-Phase loads* on different properties can be served by one transformer, then multiple applicable Average Consumer Investments or Credits whichever is greater, may be applied; this is designed to assist two or more Members with the cost of a line extension.

D. Single-Phase Temporary Service:

The Member shall pay 100% of all estimated construction and retirement costs including transformers, meters and meter cans for temporary overhead and/or underground line extensions. Transformer, meter, and meter can cost shall be revised at least every (6) months. The Cooperative shall construct, install, and retire all of the required facilities. The Cooperative shall retain ownership of these facilities. Payment is due prior to construction.

E. Single Phase & Multiphase Oil Field Loads:

The Member shall pay 100% of all estimated construction and retirement costs including transformers, meters, and meter cans for overhead and/or underground line extensions. Transformer, meter, and meter can cost shall be revised at least every (6) months. An estimated credit for all salvaged materials will also apply. The Cooperative shall

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construct, install, and retire all of the required facilities. The Cooperative shall retain ownership of these facilities. A (3) year contract is required. Payment is due prior to construction.

F. Multiphase Loads other than Oil Field; and Single-Phase or Multiphase Irrigation or Fish Farm Loads:

1. The Member shall pay the estimated construction and retirement costs including primary metering sets for overhead and/or underground line extensions. The Cooperative will furnish electric meters and meter cans at no charge to the Member.

The Cooperative will furnish a transformer or transformer bank for loads up to 300 KVA at the Cooperative's standard voltages as defined in the Cooperative's PUC Tariff for Electric Service, at no charge to the Member. Transformer requirements above 300 KVA shall be paid by the Member. All required spare transformers not normally stocked by the Cooperative shall be paid by the Member. A (1) year contract is required. Payment is due prior to construction. If determined by the Cooperative that any adjacent *Single-Phase or Multiphase loads* can be served by one transformer or one transformer bank, then only one applicable Average Consumer Investment or Credit whichever is greater, will be applied. However, if determined by the Cooperative that any adjacent Single-Phase or Multiphase loads on different properties can be served by one transformer or transformer bank, then multiple applicable Credits, whichever is greater, may be applied; this is designed to assist two or more Members with the cost of a line extension.

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2. A \$3,500.00 credit shall be applied to the above charges for Single-Phase or Multi-Phase Irrigation or Fish Farms and Multi-Phase Commercial & Industrial loads of less than 1,000 KVA. A \$10,500.00 credit shall be applied to loads over 1,000 KVA. Fish Farms shall receive these credits or \$90.00 per HP, whichever is greater.
 3. Additional credit may be applied at the discretion of the Cooperative for facilities that can be used for future loads or for facilities that enhance service to the Members in the area, or to assist in the economic development of the area.

In the event additional Members are connected to any line extension constructed as a result of a contribution in aid of construction, within ten (7/21/2014) years from the date the original applicant paid the contribution in aid of construction, and upon the request of the original applicant, the Cooperative will refund a pro rata portion of the contribution in aid of construction to the original applicant who paid the initial contribution in aid of construction as follows: If a new permanent load requires a new line extension from an original line extension where a contribution in aid of construction was originally paid, a refund shall be made. A portion of the original line extension shall now be considered “shared” between (2) Members, therefore each shall share their prospective portions. Given the exact circumstances, the refund for the original Member and the added extension fees for the new Member can be calculated.

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305.4 Service Upgrades

The Member shall pay the estimated construction and retirement costs including transformers and meters for overhead and/or underground line upgrades less the applicable Average Consumer Investment. The cooperative may waive a portion or all of the contribution in aid of construction; see Section F, *Special Circumstances*. (2/22/2016)

305.5 Service Classifications

The Cooperative shall determine the applicant's classification. If the classification assigned by the Cooperative is determined at a later date to be inappropriate based upon the Member's subsequent actual use of the installation receiving service and/or the frequency and duration of energy consumption, then the Cooperative may alter the Member's classification, and make the appropriate adjustment to the Member's account or billing to reflect this reassignment. Any adjustments of line extension contribution in aid of construction due to reclassification of service may be made if requested by the Member within ten (10) years of the original extension of service.

A. Permanent Classification - The Cooperative will extend overhead and/or underground service to applicants under this classification if the applicant's facilities and/or anticipated usage and consumption of electrical energy and capacity comply with at least one of the following definitions:

- (1) Permanent Residential Dwelling – A permanent residential dwelling shall consist of a single family dwelling, completely constructed, and occupied on a full time basis, or any manufactured home or prefabricated structure which is occupied on a full time basis and:
 - (a) Which is permanently anchored, and
 - (b) Which is impractical to move, such as having had the wheels, axles, hitches, and/or towing devices permanently removed, and
 - (c) Which is connected to a permanent water system and a permanent sewer system (water wells and septic systems are acceptable), and

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- (d) Which is located on property owned by the Member applicant.
- (2) Commercial and Industrial Facilities – Commercial and industrial facilities include, but is not limited to retail businesses, restaurants, cafes, cafeterias, fast food establishments, manufacturing facilities, and repair shops, where service is to a permanent structure facility, and where the frequency and duration of usage of electrical energy and capacity can be reasonably estimated and in the Cooperative’s opinion is of such frequency and duration to justify the permanent classification.
- (3) Public Buildings – This category includes governmentally owned and operated facilities, schools, and churches where service is extended to a permanent facility.
- B. Seasonal Classification – The Cooperative will extend overhead and/or underground service to applicants under this classification for any of the following facilities:
- (1) Facilities which do not meet the criteria for other specific classifications in this policy.
- (2) Seasonal facilities, such as vacation homes, weekend homes, hunting camps, fishing camps, campers, baseball fields, and other types of recreational areas.
- C. Temporary Classification – The Cooperative will extend overhead and/or underground service to applicants that intend to utilize electric service less than (1) year. This classification does not include general contractors and others whom construct a permanent facility for resale to a permanent classification applicant.

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D. Subdivision Development Classification

The subdivision development classification consists of the extension of overhead service and/or underground service to new residential subdivision developments. The Cooperative will perform new construction and/or system improvements in order to extend service to a residential subdivision under the following conditions:

1. The Developer shall make written application to the Cooperative requesting the extension of service.
2. The Developer shall provide to the Cooperative a recorded plat of the subdivision showing all boundaries, lots, dedicated streets and alleys, utility accesses, easements, covenants, restrictions, future development potential and any other pertinent information that may be required by the Cooperative. If the Developer alters said plat after the Cooperative has constructed facilities, the developer shall be responsible for construction and retirement expenses required to move facilities as required by the altered plat.
3. The Developer shall provide dedicated electric easements satisfactory to the Cooperative along streets and/or roads, along with the rights to cross all roadways, and along all lot lines within the development.
4. The Cooperative shall determine the routing of all distribution lines within the subdivision development.
5. The Developer shall pay, in advance, a contribution in aid of construction for the total cost of all new construction and/or system improvements to make power accessible to all lots within the subdivision, excluding the direct cost to extend service into the individual lots.

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6. The Developer shall receive a partial pro rata refund of the original contribution in aid of construction for each permanent residential Member within the subdivision which requests and receives service from the Cooperative within ten (10) years of the completion date of the facilities to serve the residential subdivision development.

The amount of the pro rata refund to be paid to the Developer as each permanent residential dwelling requests and receives permanent electric service shall be the per lot cost (an amount equal to the contribution in aid of construction paid by the Developer divided by the number of serviceable lots in the development). Note that the exact number of serviceable lots shall be determined by the number of lots where the Cooperative has extended its facilities.

The reimbursement shall not be applicable for extensions of service to any type of customer classification other than permanent, full-time residential dwellings, and shall not be applicable for extensions of service after ten (10) years from the date the original applicant paid the contribution in aid of construction to serve the residential subdivision development.

The Developer shall not receive cumulative pro rata refunds which exceed the total contribution in aid of construction paid by the developer, nor shall the developer receive individual pro rata refunds which exceed the average cost per lot calculated by dividing the contribution in aid of construction paid by the developer by the number of lots in the development.

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The Developer must submit information to the Cooperative for consideration and approval for payment detailing which lots meet the above criteria. Approved refunds will be made promptly.

E. Security Lighting

The Cooperative will install, own, and maintain security lighting facilities for the consumer. The monthly rate for the security light shall be in accordance with the applicable rate schedule.

In the event the consumer desires the security light to be installed at a location where there is no existing wood pole with the appropriate secondary voltage available, the Cooperative will provide a pole as per the following monthly Customer Charge. In addition, a (5) year contract is required:

<u>Poles & Equipment</u>	<u>Customer Charge</u>
30' Added Pole	\$4.13
40' Added Pole	\$4.95
On/Off Switch	\$1.83

Security lighting may not be available to a consumer at a location where persistent damage to the security light occurs.

305.6 Special Circumstances

The Cooperative may waive a portion or all of the contribution in aid of construction required for any applicant if, in the Cooperative's opinion the waiver of the contribution is reasonable and necessary to attract the applicant to the Cooperative's service area, if the anticipated annual revenue from the applicant justifies the Cooperative's investment, if the

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construction required will facilitate service to other potential applicants or improve service to existing members, or if service to the applicant will contribute to the economic development of the Cooperative's service area or be beneficial to the Cooperative's membership.

Any waiver or any other extensions of service to an applicant involving circumstances not specifically described in this Line Extension Policy will require the approval of the CEO or the Electric System Manager.

305.7 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 Member has made a contribution-in-aid of construction. All lines and facilities constructed or installed by the Cooperative are the property of the Cooperative.

305.8 Refund of Contribution in Aid of Construction for Reclassification

All refunds of contributions in aid of construction as a result of reclassification will be made if requested by the Member and confirmed by the Cooperative within ten (10) years from the date the original applicant paid the contribution in aid of construction of the power line. The refunds requested and approved will be applied as a credit to the member's account or a direct refund will be made.

305.9 Payment Methods

- The Cooperative will accept US currency, personal check, or company business check.
- *Visa*® and *MasterCard*® are accepted.
- The Cooperative encourages the use of the banking institution of the Member's choice.

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305.10 Easements

Cooperative power lines which are to be constructed on privately owned property shall be constructed only on or along rights-of-ways covered by properly executed un-obstructed easements which grant to the Cooperative the right to construct, operate and maintain said lines, together with the right to rebuild, replace, or remove same, and the right to ingress or egress to the property. The Cooperative does not purchase right-of-way easements for line extensions and if required, any such purchase must be at the consumer's expense. The Cooperative reserves the sole right to select the route of all power lines based on economics, safety, future development, and access. The Cooperative also reserves the right to determine when easements are required.

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305.11 Right-of-way Clearing

The Member is responsible to clear and maintain clearance of the right-of-way of all trees, stumps, brush, debris, and/or any obstacle along the route of the proposed extension to a width specified by the Cooperative. Any right-of-way being cleared by the Cooperative on a line extension shall be at the Member's expense. The Cooperative retains the option to use the method of its choice to maintain clearance of the right-of-way and may charge the Member for costs the Cooperative incurs.

305.12 Access to Property

In order to avoid unnecessary delays during initial construction and future emergency line repairs, the Cooperative shall require that the party receiving service grant permission for the Cooperative to install its standard padlock where required to gain access to its lines when such gate or gap is kept locked by the property owner.

305.13 Service Provisions

The consumer shall agree to a minimum one year contract term, unless otherwise specified, and commence receiving electric service and also be subject to electric service billing immediately after power is made available.

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305.14 Relocation of Lines and Facilities

Relocation of electric power lines and electrical facilities shall be made at the sole option of the Cooperative. In the event the relocation of lines and/or facilities is requested by a Member or other state, local or government body, the party making the request shall, if required by the Cooperative, pay the full cost of the relocation, which shall include any loss of materials. In addition, a route satisfactory to the Cooperative is required along with the applicable Right-of-Way easements prior to the relocation. A credit may be allowed for: increased load, existing facilities in need of maintenance, and improved operations as the result of the relocation. The following guide shall be applicable:

<u>Age of Line:</u>	<u>% of Construction Cost paid by the second entity:</u>
23 years & over	25%
15 - 22 years	50%
8 - 14 years	75%
0 - 7 years	100%

305.15 Special Fees

The Cooperative shall provide up to two appointments to design the power line for electric service to the person requesting service at no extra charge. If the Member requests a third appointment with a Cooperative representative, a \$55.00 one-man trip fee or a \$100.00 two-man trip fee, whichever is applicable, may be assessed to the Member. Once a Member's job has been staked and the Member requests a re-stake prior to construction, the same above fees may be assessed to the Member.

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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, Incorporated 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 Member. Member shall provide, without cost to the Cooperative, at a suitable and easily accessible location: (1) sufficient and proper space for installation of meters and other apparatus of the Cooperative, (2) meter board, (3) meter loop, (4) safety service switches when required and (5) 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 Member desires that the location be changed. Where the meter location on the Member's premises is changed at the request of the Member, or due to alterations on Member's premises, the Member shall provide and have installed at his expense, all wiring and equipment necessary for relocating the meter.

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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.

The point of delivery of electric energy is the point where the Member's service entrance conductors are connected to the Cooperative's conductors.

The point of delivery shall be determined by the Cooperative based on the least cost to the Cooperative to provide such service. This normally being the nearest point on the structure to the existing powerline. If, due to load configuration, this is not practical, the Cooperative may provide service at such other point of delivery as required. The Member shall provide service entrance, conductors, and any receptacles needed for the receipt of electric energy.

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308. Initiation of Service.

Electric service is provided to qualified applicants in the Cooperative's certified 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 three (3) days if no line extension or new facilities are required.
- B. Within thirty (30) days for permanent residential service requiring a line extension.
- C. Extensions to other customer classes requiring line extensions may take longer than thirty (30) days.
- D. If a line extension is required by other than a large industrial or commercial electric customer or if facilities are not available, the Cooperative will inform the customer within 10 working days of receipt of the application, giving the customer an estimated completion date.
- E. Any construction cost options such as rebates to the customer, sharing of construction costs between the utility and the customer, or sharing of costs between the customer and other applicants will be explained to the customer following assessment of necessary line work.

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320. Electric Energy & Wire Service Quality & Reliability Standards.

320.1 Delivery of Electric Energy.

If Applicant/Member has satisfied all conditions and performed all obligations contained in the foregoing service rules, the Cooperative shall provide electric energy to Member at the point of delivery. The Cooperative may limit the amount of electric energy furnished.

320.2 Characteristics of Electric Energy.

A. Voltage.

The Cooperative adopts the following standard voltage for distribution:

<u>Single Phase</u>	<u>Three Phase</u>
120/240	120/240
240/480	120/208
7200	480
14400	277/480
	2400/4160
	7200/12470
	14400/24900

Insofar as possible the Cooperative will maintain its standard voltage within the variations permitted by standards set and published by the United States of America Rural Utilities Service.

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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 & Overhead Distribution Line.

Electric service is generally available to Members 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 Member must install a suitable bracket for attachment of Cooperative conductors in compliance with the National Electrical Safety Code. No change of grade will be made in the grade along and within 10 feet of the conductor for route without the consent of the Cooperative. If Member or developer makes a change in grade requiring the raising of electrical conductors, the expense for raising the conductor will be paid by the Member or developer.

321.2 Underground Electric Service.

Electric service from underground distribution facilities is available to members requesting such service. 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 Member's premises or at a suitable location on Member'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. If Member or developer

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changes the grade which requires lowering electrical conductors, the expense of lowering conductors will be paid by Member of developer.

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. Overhead service will be provided. Underground service may be provided under Section 305.4. 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.

321.5 Connections at Point of Delivery.

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

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322. Service Quality & Reliability of Wire 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.

322.2 Service Interruptions.

Service interruptions may occur. The Cooperative shall make reasonable efforts to prevent service interruptions. 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 service 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 or because of shortage of power due to unexpected loss of generating or transmission facilities.

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322.3 Service Irregularities.

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

322.4 Investigation of Service Interruptions and irregularities.

The Cooperative makes reasonable investigation of service interruptions and irregularities reported by a Member. 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 condition the Member shall be so advised. The Cooperative shall not be obligated to inspect Member's conductors, installation, or equipment.

322.5 Limitation of Liability for Service Interruption, Irregularity, and Force Majeure.

The Cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and wave form fluctuations occasioned by causes reasonable beyond the control of the Cooperative, including but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceedings or action, or any order of any commission, tribunal or governmental authority having jurisdiction. For claims resulting from

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failures, interruptions, or voltage and wave form fluctuations occasioned in whole or in part by the negligence of the Cooperative or its agent(s), the Cooperative shall be liable only for that portion of the damages arising from personal injury, death of persons, or costs of necessary repairs to or reasonable replacement of electrical equipment proximately caused by the negligent acts of the Cooperative or its agent(s). The Cooperative shall not be liable in any event for consequential damages.

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323. Member's Receipt and Use of Electric Energy.

323.1 Receipt of Electric Energy.

A. Exclusive Use.

When electric service is available, Member shall purchase from the Cooperative all electric energy and service required to be used by Member from a single consuming installation.

Member 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. For experimental purposes and to aid in the orderly development of additional sources of energy, and in conjunction with providing service under any rate in its tariff, Cooperative may permit Member-produced electric energy to be fed back into Cooperative's system, provided that Member has paid for the necessary added metering and protective equipment.

B. Member's Installation.

Member 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 regulation.

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C. Liability for Injury and Damages.

Member assumes full responsibility for electric energy furnished to him at and past the Point of Delivery and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises of the Member arising from electric power and energy delivered by Cooperative except (I) when the negligence of Cooperative or its agent or agents was the sole proximate cause of injuries, including death therefrom, to Member or to employees of a Member or in the case of a residential Member, to all members of the household; and (ii) as to all other injuries and damages, to the extent that injuries or damages are proximately caused by or result in whole or in part from (a) any negligence of Cooperative or its agent(s) independent of and unrelated to the maintenance of Cooperative's equipment or any condition on Member's premises or (b) the breach by Cooperative of any provision of any contract for electrical energy, service or facilities between Cooperative and Member.

323.2 Member's Use of Electric Energy.

A. Permitted Uses.

Electric energy provided through Cooperative facilities shall be used by Member exclusively for the purpose or purposes specified in the availability clause of the rate schedule under which Member is receiving service and being billed.

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B. Resale Prohibited.

Member 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 a connected to any conductors, all or part of which is located outside the State of Texas. Member shall not transmit electric energy provided by the Cooperative outside the State of Texas.

D. Uses Prohibited by Law.

Member shall not use electric energy for any unlawful purpose or in such a manner that it may endanger life or property.

323.3 Member's Electrical Load.

A. Load Balance.

Cooperative requires Member to control the use of electric energy so that Cooperative's electrical load at the point of delivery is in reasonable balance.

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B. Allowable Motor Starting Currents.

The following motors may be started across the line if the motor size does not exceed the limits given below:

Nominal Name Plate Voltage	Phase	Maximum Motor Size*
230-volts	three	50 HP
480-volts	three	100 HP
2400-volts	three	200 HP

Larger across-the-line starting currents than above may be permitted where Cooperative determines its facilities are adequate and the frequency of starts are such that other Member'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 Member.

(*Groups of motors starting simultaneously are classed as one motor.)

C. Intermittent Electrical Loads.

Electric service to equipment such as spot and arc welding machines, x-ray machines, arc-furnaces, elevators, dredges, drilling rigs, shovels, feed grinders, frequently recycling lift stations, etc., whose use of electricity is intermittent and subject to violent fluctuations, is provided to such equipment subject to making specific prior arrangements with Cooperative.

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D. Equipment Necessary to Limit Adverse Effect.

Cooperative may require Member to provide, at Member's expense, suitable apparatus to limit the effect of voltage fluctuations caused by electric equipment in Member's installation where Member 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 Members.

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

E. Voltage and Wave Forms Sensitive Equipment.

A Member 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.

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F. Change in Member's Electrical Load.

Member shall notify Cooperative when Member's electrical load is to be changed substantially in order that Cooperative may ensure its facilities are adequate.

323.4 Power Factor.

If the power factor of Member's load whose demand is greater than 50 kW is less than 95%, Cooperative may require Member to install appropriate equipment to maintain a 95% power factor or at Cooperative's option, to reimburse Cooperative for installing the necessary equipment.

323.5 Access.

Member will admit to Member'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 chemical treatment of trees, tree trimming and tree removal where such trees in the opinion of Cooperative constitute a hazard to Cooperative personnel or facilities, or jeopardize the provision of continuous electric service. Refusal on the part of the Member to provide reasonable access for the above purposes may, at Cooperative's option, be sufficient cause for discontinuance of service after proper notice, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.

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323.6 Protection of Cooperative's Facilities on Member's Premises.

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

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

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324. Billing.

The Member shall be obligated to pay for the total amount of charges for electric service shown on the Member's bill. Such charges shall be computed in accordance with the Cooperative's latest rate schedule or schedules applicable to the class or classes of service furnished to Member and these rules, except loads served on the VLP Schedule, which will be billed under the rate schedule in effect when the contract was issued.

324.1 Determining Usage of Electric Energy & Power Demand.

Usage of electric energy (expressed as kWh) and demand (expressed as kW) is usually determined by a meter reading. 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 Estimated Billing.

Usage as well as Demand may be estimated by the Cooperative where there is good reason for doing so, such as inclement weather, personnel shortage, etc., provided an actual meter reading is taken every two (2) months.

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324.3 Meter Test and Accuracy Adjustment.

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

324.4 Minimum Charge.

The Member 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 power cost, transmission, distribution, losses and ancillary services 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. Usually the amount of such increase will be stated in the Electric Service Agreement. On LP3, LP2B and VLP Rates, the final bill will be adjusted by an amount to cover ratchet obligations created by member's load.

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324.5 Terms of Payment.

Each bill for utility service(s), regardless of the nature of the service(s), is due within 16 days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. The issuance date on the bill shall constitute proof of the date of issuance. A Member's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice has been given.

324.6 Disputed Bills.

In the event of a dispute between a Member and the Cooperative regarding any bill for electric utility services, the Cooperative shall make such investigation as shall be required by the particular circumstances, and report the results thereof to the Member. In the event the dispute is not resolved, the Cooperative shall inform the Member of the complaint procedures of the Cooperative and the Commission.

Members shall not be required to pay the disputed portion of the bill which exceeds Member's average monthly usage at current rates pending the resolution of the dispute, but in on event more than sixty (60) days. For purposes of this rule only, the Member's average monthly usage at current rates should be the average of the Member'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.

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324.7 Deferred Payment Plan.

The utility shall offer, upon request, a deferred payment plan to any residential customer who has expressed an inability to pay all of his or her bill, if that customer has not been issued more than two termination notices at any time during the preceding 12 months. In all other cases, the utility is encouraged to offer a deferred payment plan to residential customers.

(1) Every deferred payment plan entered into due to the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid. A payment of not more than one-third of the total deferred amount may be required as a reasonable amount under this paragraph. The dates and amounts of installments will be stated on the face of the plan.

(2) A deferred payment plan may include a 5.0% penalty for late payment but shall not include a finance charge.

(3) If a customer for utility service has not fulfilled the terms of a deferred payment agreement, the utility shall have the right to disconnect service. However, the utility may not disconnect service until a disconnect notice has been issued to the customer indicating the customer has not met the terms of the plan. Such notice and disconnection shall conform to the disconnection rules in Part 3 – Discontinuance of Service. Under such circumstances, the utility may, but shall not be required to, offer subsequent negotiation of a deferred payment agreement prior to disconnection.

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(4) A deferred payment arrangement may be made by visiting the utility's business office or contacting the utility by telephone. If the customer visits the utility's business office, the utility may ask the customer to sign the deferred payment agreement. The utility must provide the customer with a copy of the signed agreement. If the agreement is made over the telephone, the utility shall send a copy of the agreement to the customer.

(5) If the customer's economic or financial circumstances change substantially during the time of the deferred payment agreement, the utility may renegotiate the deferred payment agreement with the customer, taking into account the changed economic and financial circumstances of the customer.

(6) A utility 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 utility for no more than three months.

324.8 Budget Billing.

Upon request from residential consumers meeting the following requirements, budget billing will be made available.

1. Requirements.
 - a. Consumer has a history of usage so that a reasonable average kWh usage can be read.
 - b. Agree to the terms of budget billing.
2. Budget Billing Procedure.
 - a. Budget Billing is billed monthly from the consumer's actual kWh usage and approved rate schedule.

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- b. All revenue by the consumer will be credited immediately and is payable by the date shown on the billing statement. Credits and balances will reflect on the consumer's monthly billing statements.
- c. The variable amount will be adjusted monthly based on current power cost, rate schedule and kWh usage history; and will continue to be billed monthly until the consumer requests to be removed from variable billing.
- d. Request for termination from variable billing will only be accepted from the consumer of the account; and requests must be made in writing or by verbal agreement. Any balance forward will be billed and payable in full on the next billing statement.
- e. If a consumer terminates service, a full refund will be returned for any monies credited to the consumer account. A final statement will reflect the actual billing for any balance forward and current kWh usage by the consumer.

324.9 Overbilling and Underbilling.

If billings for utility service are found to differ from the utility's lawful rates for the service being purchased by the customer, or if the utility fails to bill the customer for such service, a billing adjustment shall be calculated by the utility. If the customer is due a refund, an adjustment shall be made for the entire period of the overcharges. If an overcharge is adjusted by the utility within three billing cycles of the bill in error,

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interest shall not accrue. Unless otherwise provided in this section, if an overcharge is not adjusted by the utility within three billing cycles of the bill in error, interest shall be applied to the amount of the overcharge at the rate set by the commission annually for a calendar year. That rate shall be based on an average of prime commercial paper rates for the previous 12-month period. Interest on overcharges that are not adjusted by the Cooperative within three billing cycles of the bill in error shall accrue from the date of payment unless the Cooperative chooses to provide interest to all of its affected customers from the date of the bill in error.

All interest shall be compounded annually. Interest shall not apply to leveling plans or estimated billings that are authorized by statute or rule. Interest shall not apply to undercharged amounts unless such amounts are found to be the result of meter tampering, bypass, or diversion by the customer. Interest on undercharged amounts shall also be compounded on an annual basis and shall accrue from the day the customer is found to have first tampered, bypassed or diverted. If the customer was undercharged, the utility may backbill the customer for the amount that was underbilled. The backbilling is not to exceed six months unless the Cooperative can produce the records to identify and justify the additional amount of backbilling or unless such undercharge is a result of meter tampering, bypassing, or diversion by the customer. However, the Cooperative may not disconnect service if the customer fails to pay charges arising from an underbilling more than six months prior to the date the Cooperative initially notified the customer of the amount of the undercharge and the total additional amount due unless such undercharge

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is the result of meter tampering, bypassing, or diversion by the customer. If the underbilling is \$25 or more, the Cooperative shall offer the customer a deferred payment plan option for the same length of time as that of the underbilling. In cases of metering tampering, bypass, or diversion, the Cooperative may, but is not required to, offer a customer a deferred payment plan.

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325. Member 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.

Upon request for service by a residential applicant or for a transfer of service by a residential customer, the utility shall inform the applicant or customer of the utility's lowest-priced alternatives available at the customer's location. The utility shall provide this information beginning with the lowest-price alternative and giving full consideration to applicable equipment options and installation charges.

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 service. A copy of any applicable portion of the tariff will be provided upon request. Notice of availability of such tariffs is posted in each business office in the same area where applications for service are received. Tariffs are also available on the Cooperative web site at wcecinc.org.

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325.2 Member Complaints.

- A. Upon complaint to the Cooperative by a Member either at its office, by letter, by fax at 979-543-6259 or e-mail at wcec@wcecnet.net, or by telephone at 979-543-6271 or 1-800-460-6271 long distance, 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 advisement, the Cooperative advises the complainant of the complaint process of the Board of Directors of WCEC, the Cooperative.

- C. The Cooperative shall keep a record of all complaints which shall show 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 years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges, which require no further action by the Cooperative, need not be recorded.

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325.3 Refund of Deposit during Service Period.

If a Member has been required to make a deposit, the Cooperative shall pay interest on such deposit at an annual rate as follows:

The Cooperative's average interest rate for long term financing calculated annually based on previous years audited financial statement. Or calculated annually based on TPUC Section 183.003 of the Texas Utility Code, whichever is lower.

Payment of the interest to the Member shall be annually if requested by the Member, or at the time the deposit is returned or credited to the Member's account.

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

When the Member has paid bills for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive commercial or industrial billings without having service disconnected for nonpayment of a bill and without any delinquent bills, the Cooperative shall promptly and automatically refund the deposit plus accrued interest to the Member in the form of cash or credit to a Member's bill, or void the guarantee. If the Member does not meet these refund criteria the deposit and interest may be retained.

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330. Load Management/Incentives for Energy and Capacity Conservation.

On an individual basis, the Cooperative may offer special incentives to a Member to conserve energy and/or capacity. These programs may include, but are not necessarily limited to the following:

330.1 Minimums.

Lower monthly minimums, annual minimums, demand charges, and/or ratchet adjustments for Members who will control their peak demand during peak load periods, or in cooperation with other Members, operate on an alternating schedule.

330.2 Demand.

Lower kW charge for off-peak usage if such savings can be translated into improved load factor and reduced power cost.

330.3 Temporary Loads.

Special charges for temporary loads operating for short periods of time at or near the time of peak system demand.

330.4 Incentives.

Special incentives for new loads that begin operations soon after the time of the system peak load, consistent with the savings in power cost resulting therefrom.

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330.5 Controls.

The Cooperative may install controls on appliances (such as water heaters) to reasonably limit usage during peak loads, with the Members benefiting from the pass-through of lower power cost.

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340. Small Power Production and Cogeneration.

Sections 340-345 of this tariff apply to the interconnection and parallel operation of all qualifying power generating installations having a design capacity of 100 kilowatts or less as well as to electric utility service to such generating installations. If any part of these sections shall be in conflict with any other provision of this tariff, these sections shall control. By agreement, the Cooperative and Producer may establish additional or different terms, conditions, or rates for the sale or purchase of electricity.

341. Obtaining Interconnection.

Any person owning or operating a qualifying power generating installation (hereafter “Producer”) and desiring to interconnect with the Cooperative’s system shall:

341.1 Comply with Tariff.

Apply for interconnection, provide an easement satisfactory to the Cooperative, and otherwise comply with the tariff of the Cooperative.

341.2 Provide Information.

At least 60 days in advance of interconnection Producer shall submit a plan showing the electrical design of the generating installation including equipment for interconnection with the Cooperative’s system. Producer shall also provide such additional information as may be required by the Cooperative. In the event Producer’s plan involves the use of non-standard equipment or design techniques the Cooperative may require

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such plan be approved by a registered professional engineer. Any review or acceptance of such plan by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of Producer's equipment to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability or reliability of generating installations.

341.3 Pay for Extension of Cooperative's Facilities.

Comply with conditions for extension of the Cooperative's distribution system as may be determined by the Cooperative in accordance with the following extension policy:

If an extension of Cooperative's distribution system is required for sale or receipt of electric energy to or from a generating installation, whether or not in conjunction with another use, the Cooperative shall exercise prudent judgement in determining the conditions under which such extension will be made. Each case shall be viewed individually considering (1) cost to provide service, (2) longevity of the load, (3) annual load factor, (4) possibility of other loads developing along the proposed line extension, (5) longevity, capacity, and dependability of power to be received by the Cooperative, (6) anticipated annual revenue, and (7) compatibility with planned system improvements.

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The Cooperative may require Producer to pay a contribution in aid-of-construction, advance for construction, or increased annual or monthly minimums and may require a contract term of up to five years.

341.4 Provide Liability Insurance.

Furnish a certificate from Producer's insurance carrier showing satisfactory liability insurance including contractual liability insurance covering indemnity agreements which insures Producer against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation and maintenance of the Producer's generating equipment. The amount of such insurance coverage shall be at least \$500,000.00 per occurrence. The certificate shall also provide that the insurance policy will not be changed or cancelled during its term without thirty (30) days written notice to the Cooperative.

341.5 Sign Contract.

Sign and delivery to the Cooperative an Agreement for Interconnection and Parallel Operation of a Cogeneration or Small Power Production Installation; 100 kW or Less, the form of which has been approved by the Public Utility Commission and is contained in these tariffs.

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341.6 Complete Construction.

Construct the power generating installation and install a disconnect switch and other protective equipment as may be required by the Cooperative to protect its personnel, facilities, and operations.

341.7 Comply with Laws.

Comply with applicable Federal, State and local laws, ordinances and regulations applicable to power generating installations.

341.8 Notify Cooperative.

Notify the Cooperative in writing at least thirty (30) days in advance of energizing the small power generating installation and permit the Cooperative to inspect and test protective equipment.

341.9 Eliminate Conditions Preventing Interconnections.

In the event that it comes to the attention of the Cooperative that there are conditions preventing safe interconnection and proper parallel operation it shall notify Producer and Producer shall not interconnect and/or initiate parallel operation until such conditions are corrected and Producer has provided at least ten (10) days written notice to the Cooperative.

The foregoing are conditions precedent to any obligation of the Cooperative to interconnect or provide any form of electric utility service.

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342. Parallel Operation.

342.1 Installation.

With the exception of only the Cooperative’s meter(s), the Producer shall own and be solely responsible for all expense, installation, maintenance and operation of the power generating installation at and beyond the point where Producer’s conductors contact Cooperative’s conductors. The Producer’s generating installation shall be designed and installed in accordance with applicable codes, regulations and prudent engineering practice.

342.2 Self-Protected Generating Installation.

The Producer will furnish, install, operate and maintain in good order and repair all equipment necessary for the safe operation of the power generating installation in parallel with the Cooperative’s electric distribution system. The equipment will have the capability to both establish and maintain synchronism with the Cooperative’s system and to automatically disconnect and isolate the generating installation from the Cooperative’s system in the event of an outage of the Cooperative’s system or a malfunction of the power generating installation.

The Producer’s power generating installation will also be designed, installed and maintained to be self-protected from normal and abnormal conditions in the Cooperative’s electric distribution system. The conditions for which the power generating installation shall be self-protected shall include, but not be limited to, overvoltage, undervoltage,

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overcurrent, frequency deviation, and faults. The self-protection will be compatible with the Cooperative's system protection arrangements and operating policies. Specialized protective functions may be required by the Cooperative when, in the sole judgement of the Cooperative, the particular generating installation characteristics and/or distribution system characteristics so warrant.

342.3 Quality of Service.

Producer's generating installation will generate power at the nominal voltage of the Cooperative's electric distribution system at the Producer's delivery point plus or minus five percent (5%) at the nominal system frequency of 60 Hz plus or minus one-tenth (1/10) Hz. Producer shall generate at a power factor that is as near one hundred percent (100%) as is practicable. In the event that the power factor is less than ninety percent (90%) lagging or leading, the Producer will provide proper power factor correction (within ten percent (10%) of unity) or reimburse the Cooperative for the cost of any necessary correction.

The overall quality of the power provided by Producer including, but not limited to, the effects of harmonic distortion, voltage regulation, voltage flicker, switching surges and power factor, will be such that the Cooperative's electric distribution system is not adversely affected in any

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manner. In the event that adverse effects are caused in whole or in part by Producer's power generating installation, the Producer will correct the cause of such effects or reimburse the Cooperative for the cost of any required correction.

342.4 Safety Disconnect.

The Producer, or at the Producer's option, the Cooperative, shall provide and install, at the Producer's expense, a visible break disconnect switch. The disconnect switch will be located so as to be readily accessible to Cooperative personnel in a location acceptable to both the Producer and the Cooperative. It shall be the type of switch, which can be secured in an open position by a Cooperative padlock. The Cooperative shall have the right to lock the switch open whenever, in the judgement of the Cooperative, (1) it is necessary to maintain safe electrical operating or maintenance conditions, (2) the Producer's power generating installation adversely affects the Cooperative's electric distribution system, or (3) there is a system emergency or other abnormal operating condition which warrants disconnection.

The Cooperative reserves the right to operate the disconnect for the protection of the Cooperative's system even if it affects Producer's power generating installation. In the event the Cooperative opens and closes the disconnect switch it shall not be responsible for energization or restoration of parallel operation of the generating installation. The Cooperative will

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make reasonable efforts to notify the Producer in the event the disconnect switch has been operated. The Producer will not bypass the disconnect switch at any time for any reasons.

342.5 Access.

Persons authorized by the Cooperative will have the right to enter the Producer's property for the purpose of operating or inspecting the disconnect switch or metering. Such entry onto the Producer's property may be without notice. If the Producer erects or maintains locked gates or other barriers, the Producer will furnish the Cooperative with convenient means to circumvent the barrier for access to the disconnect switch and meter(s).

342.6 Modifications of Cooperative System.

In the event that it is necessary at the time of initial interconnection or at some future time for the Cooperative to modify its electric distribution system in order to purchase or continue to purchase Producer's output, the Producer will reimburse the Cooperative for all just and reasonable costs of modifications which are allocable to the Producer's small power generating installation. The modifications may include, but are not limited to, special interconnection equipment, protective devices, and control devices or upgrading of distribution system components.

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342.7 Liability for Injury and Damage.

Producer assumes full responsibility for electric energy furnished to him at and past the point of interconnection and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for both injuries to persons, including death and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises owned or operated by Producer arising from electric power and energy delivered by Cooperative or in any way arising directly or indirectly from Producer's generating installation except (i) when the negligence of Cooperative or its agent or agents was the sole proximate cause of injuries, including death therefrom, to Producer or to employees of Producer or in the case of a residential Member/Producer, to all members of the household; and (ii) as to all other injuries and damages, to the extent that injuries or damages are proximately caused by or result in whole or in part from (a) any negligence of Cooperative or its agent(s) independent of and unrelated to the maintenance of Cooperative's facilities or any condition on Producer's premises or (b) the breach by Cooperative of any provision of any contract regarding purchase and/or sale of electrical energy or service between Cooperative and Producer.

The Cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and wave form fluctuations occasioned by causes reasonable beyond the control of the Cooperative, order of any court or judge granted in any bona fide adverse

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legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction.

For claims resulting from failures, interruptions, or voltage and wave form fluctuations occasioned in whole or in part by the negligence of the Cooperative or its agent(s), the Cooperative shall be liable only for that portion of the damages arising from personal injury, death of persons, or costs of necessary repairs to or reasonable replacement of electrical equipment proximately caused by the negligent acts of the Cooperative or its agent(s). The Cooperative shall not be liable in any event for consequential damages.

342.8 Metering.

If the output of the Producer's generating installation is to be purchased by the Cooperative, it will be measured by meters as required for the metering option chosen by the Producer. Any necessary meter(s) or meter modifications in addition to one standard service meter will be installed, maintained and operated by the Cooperative at the Producer's expense. A connection will be provided for the meter(s) at the Producer's expense in a location that is acceptable to both the Cooperative and the Producer. The Cooperative may, at its own expense, supply, install and maintain load research metering for the purpose of monitoring and evaluating the Producer's generating installation.

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The metered output of Producer's generating installation will be read by the Producer and, at the election of the Cooperative, accumulated or monthly readings may be checked at least monthly by representatives of the Cooperative.

The meter(s) will, by comparison with accurate standards, be tested and calibrated as often as necessary. The Producer or the Cooperative may reasonably request such tests, and shall be given notice of not less than five (5) working days when such tests are to be made. Both the Producer and the Cooperative will have the right to be present at such tests. If a meter is found to be inaccurate, it shall be restored to an accurate condition or replaced. If the tests disclose that no unacceptable inaccuracies exist in the meter(s), then the party requesting the tests shall bear the expense of the tests. A report of the results of any tests shall be furnished promptly by the party making such tests to the other party. Any meter(s) registering a deviation of not more than two percent (2%) from normal shall be deemed accurate. The readings of any meter(s) which have been inaccurate shall be corrected according to the percentage of inaccuracy as determined by the tests for a period of no more than ninety (90) days prior to the tests. If any meter fails to register for any period, the facility output during such period shall be estimated in the best manner possible as agreed upon by the Cooperative and the Producer.

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Additional Metering Option

Producers using renewable resources with an aggregate design capacity of 50 kilowatts or less shall be offered the option of interconnecting through a single meter that runs forward and backward.

342.9 Notice of Change in Installation.

Producer will notify the Cooperative in writing fifteen (15) days in advance of making any change affecting the characteristics, performance, or protection of the generating installation. If it comes to the Cooperative's attention that the modification will create or has created conditions which may be unsafe or adversely affect the Cooperative's system then it shall notify Producer and Producer shall immediately correct such condition.

342.10 Insurance.

Producer shall continue to maintain insurance as required by the Cooperative prior to interconnection and shall provide proof of such insurance to the Cooperative at least annually.

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343. Sales to Producer.

Producer's rate class shall be designated by the Cooperative in accordance with the availability and type of service provisions in its rate schedules for all service including Backup, Supplementary, Interruptible, and Maintenance.

344. Purchases from Producer.

344.1 Rate.

The Cooperative will pay Producer for all power purchased at the following rates:

- (1) Capacity – No payment unless:
 - (a) Producer provides firm power by contract;
or
 - (b) An aggregate capacity value provided by dispersed generating installations can be reasonably estimated and there is avoided capacity.
- (2) Energy – The metered kWh output from the Producer will be purchased at the Cooperative's total energy and fuel cost divided by the total kWhs purchased as calculated from the most recent wholesale power bill.

In the event that the Producer exercises the option to sell power to the Cooperative, there will be, in addition to the minimum monthly bill requirements under the applicable service rate schedule(s), a customer service charge for metering and billing as specified in Section 204.8 and 204.9.

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344.2 Refusal to Purchase.

The Cooperative may, at certain times and as operating conditions warrant, reasonably refuse to accept part or all of the output of the Producer's facility. Such refusal shall be based on system emergency constraints, special operating requirements, adverse effects of the Producer's facility on the Cooperative's system or violation by the Producer of the terms of the Agreement for Interconnection and Parallel Operation of Cogeneration and Small Power Installations; 100 kW or Less.

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345. Definitions.

345.1 Power Generating Installation, Generating Installation

shall mean a small power production or cogeneration facility which is a “qualifying facility” under Subpart B of the Federal Energy Regulatory Commission’s Regulations under Section 201 of the Public Utility Regulatory Policies Act of 1978 including any generator, and associated equipment, wiring, protective devices, or switches owned or operated by Producer.

345.2 Producer means any person, firm, corporation, partnership, or other entity owning or operating a power generating installation.

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PART 3 – DISCONTINUANCE OF SERVICE

350. Member Initiated Discontinuance of Service.

350.1 Member's Request.

Any Member desiring to discontinue electric utility service from the Cooperative shall make a written request identifying the Member, 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 Member's request for discontinuance of service the Cooperative shall disconnect service. Where practicable disconnection is usually made on the date requested by the Member; however, the Cooperative shall not be obligated to make disconnection earlier than the second full business day following receipt of Member's request.

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351. Cooperative Initiated Discontinuance.

351.1 Reasons for Discontinuance.

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

A. Nonpayment of a Bill.

The Cooperative may discontinue service to a Member after proper notice, if the Member fails or refuses to pay a delinquent account for basic or non-basic services as indicated on cooperative's billing form (whether or not based upon estimated billing).

Or

B. Deferred Payment Plan.

The Cooperative may discontinue service to a Member after proper notice, if Member fails to perform any obligation under the terms of a deferred payment agreement or deferred deposit agreement.

Or

C. Interference with Service.

The Cooperative may discontinue service to a member without notice, if Member 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 Members or operates nonstandard equipment, provided that the Cooperative has made a reasonable effort to notify the Member and provided there has been a reasonable opportunity to remedy the situation.

Or

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D. Failure to Make application for Service.

The Cooperative may discontinue service to a Member without notice, if Member fails or refuses to make application for service in accordance with these rules in Member's true name.

Or

E. Failure to Comply with Contract.

The Cooperative may discontinue service to a Member after proper notice, if Member fails or refuses to perform any obligation contained in Member's Electric Service Agreement, including this tariff or any applicable easement.

Or

F. Refusal of Access.

The Cooperative may discontinue service to a Member after proper notice, if Member fails or refuses to provide the Cooperative reasonable access to its facilities located on Member's premises.

Or

G. Comply with Law.

The Cooperative may discontinue service to a Member after proper notice, if it comes to the Cooperative's attention that Member has failed or refused to comply with any applicable Federal, State, County, Municipal, or other law, ordinance, rule, or regulation.

Or

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H. Backbilling.

The Cooperative may discontinue service to a Member after proper notice, if Member fails or refuses to timely pay any billing authorized by these rules resulting from previous underbilling (whether caused by meter inaccuracy or failure to register, misapplication of rates or otherwise). The Cooperative may not disconnect service if the customer fails to pay charges arising from an underbilling more than six months prior to the date the Cooperative initially notified the customer of the amount of the undercharge and the total additional amount due unless such undercharge is a result of meter tampering, bypassing, or diversion by the customer.

Or

I. Default on Guaranty Agreement.

The Cooperative may discontinue service to a Member after proper notice, if a Member has signed a written Guaranty Agreement for another Member or applicant and fails or refuses to pay the amount due on the guaranteed account when requested to do so by the Cooperative.

Or

J. Hazardous Condition.

The Cooperative may discontinue service to a Member without notice if it comes to the Cooperative's attention that a hazardous condition exists in Member's installation or equipment.

Or

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K. Meter Tampering and Unauthorized Use of Energy.

The Cooperative may discontinue service to a Member without notice if Cooperative's meter which serves Member has been tampered with or bypassed; or Member uses or disposes of electric energy in a manner not authorized in these rules or the rate schedule under which Member receives service; or there has been a theft of electric service or violation of Section 28.03 of the Penal Code of the State of Texas. Cooperative is not liable for injury to Member or Member's employees resulting from tampering with or attempting to repair or maintain any of the Cooperative's facilities.

Member agrees to pay all statements for electric service for the longest period of time such tampering, bypassing or unauthorized use may have continued. There shall be a presumption of reasonableness of billing methodology with regard to a case of metering tampering, bypassing, or other service diversion if any of the following are used:

(1) estimated bills based upon service consumed by that customer at that location under similar conditions during periods preceding the initiation of meter tampering or service diversion. Such estimated bills shall be based on at least 24 consecutive months of comparable usage history of that customer, when available, or lesser history if the customer has not been served at that site for 24 months;

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- (2) estimated bills based upon that customer's usage at that location after the service diversion has been corrected;
- (3) where a customer will allow the electric utility to perform a load study of the customer's appliances, heating/cooling equipment, etc., in use during the period of meter tampering, by estimated bills using the total for the projected loads of those appliances, heating/cooling equipment, etc., using nationally recognized appliance load studies published by the Edison Electrical Institute or the manufacturer's information for each appliance or other item of electrical equipment, or where available, comparable load study data obtained by the utility submetering appliance operation in its service area;
- (4) in cases of a tampered meter where the amount of actual unmetered consumption can be calculated after testing the meter using industry recognized testing procedures, bills may be calculated for the consumption over the entire period of meter tampering;
- (5) in cases of meter bypassing or other service diversion, where the amount of actual unmetered consumption can be calculated by industry recognized testing procedures, bills may be calculated for the consumption over the entire period of meter bypassing or other service diversion;
 - (A) This subsection does not prohibit the Cooperative from using other methods of calculating bills for unmetered

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electricity when the usage of other methods can be shown to be more appropriate in the case in question;

(B) The Cooperative may charge for all labor, material and equipment necessary to repair or replace all 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.

351.2 Disconnection Prohibited.

Utility service may not be disconnected for any of the following reasons:

- A. Delinquency in payment for utility service by a previous occupant of the premises;
- B. Failure to pay the account of another customer as guarantor thereof, unless the utility has in writing the guarantee as a condition precedent to service;
- C. Failure to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;

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- D. Failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under §23.47 of the Public Utility commission of Texas' Substantive Rules;
- E. Failure to pay an estimated bill other than a bill rendered pursuant to an approved meter-reading plan, unless the utility is unable to read the meter due to circumstances beyond its control.

351.3 Disconnection on Holidays or Weekends.

Unless a dangerous condition exists, or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the utility are not available to the public for the purpose of making collections and reconnecting service.

351.4 Notice of Disconnection.

A. Nonpayment of a Bill.

Except as provided in the rule, the Cooperative issues reasonable notice prior to discontinuance of service. Such notice may be mailed or hand delivered at the Member's installation or premises where such service is proposed to be disconnected. Such notice shall state the earliest possible date service may be disconnected.

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B. Proper Notice Prior to Disconnection for Nonpayment.

If a Member fails or refuses to pay the Cooperative in accordance with the provisions of the Electric Service Agreement, service rules, applicable rate schedule, deferred payment agreement, or guaranty agreement, then notice shall be given by separate mailing to Member or hand delivery at Member's installation or premises at least ten (10) days prior to the earliest date of disconnection with the words "termination notice" or similar language prominently displayed on the notice. Attached to or on the face of the termination notice or electric bills shall appear a statement notifying the customer that if they are in need for assistance with the payment of their bill, or are ill and unable to pay their bill, they may be eligible for payment assistance or special payment programs, such as deferred payment plans, disconnection moratoriums for the ill, or energy assistance programs, and to contact the local office of the utility for information on the available programs. The information included in the notice shall be provided in English and Spanish as necessary to adequately inform the Member. If mailed, the earliest date of disconnection may not fall on a holiday or weekend but shall fall on the next workday after the tenth day. The Cooperative shall not issue late notices or disconnect notice to the Member 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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C. Disconnection without Notice.

Electric service may be disconnected without any notice to Member if a hazardous condition exists or if the meter has been tampered with or bypassed. Where reasonable, given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason thereof shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnect.

D. Disconnection after Reasonable Notice.

Electric service may be disconnected if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation for (1) violation of service rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment, or (2) violation of any other provision of these tariffs not specifically covered in this section.

351.5 Postponement of Disconnection – Medical.

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 of service is disconnected. Each time a customer seeks to

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avoid termination of service under this rule, the customer must have the attending physician (for purposes of this rule, the term “physician” shall mean any public health official, including but not limited to, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) 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 within 26 days of the issuance of the bill. The prohibition against service termination provided by this rule shall last 63 days from the issuance of the bill or such lesser period as may be agreed upon by the Cooperative and the customer or physician. The customer who makes such request shall enter into a deferred payment plan.

351.6 Effect of Discontinuance of Service.

A. Member’s Obligations.

Discontinuance of service shall not relieve Member 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.

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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 Member.

351.7 Dismantling of Cooperative Facilities.

The Cooperative may, upon discontinuance of electric service to Member, dismantle and remove all lines, equipment, apparatus, or other facilities which the Cooperative may have installed to provide electric service to Member. The Cooperative, may, however, abandon in place in whole or in part its underground lines and equipment in lieu of removing such facilities. When possible the previous member will be given a chance to begin service prior to removal of facilities.

351.8 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.

351.9 Refund of Membership Fee.

The Cooperative refunds the membership fee by crediting it to the Member's final bill after disconnection.

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PART 4 - DEFINITIONS

370. Definitions.

370.1 Applicant.

A person requesting electric service from the Cooperative in the manner prescribed in the Cooperative's service rules and regulations.

370.2 Commission.

The Public Utility Commission of Texas, which has jurisdiction over the certification of service area of the cooperative.

370.2(1) Consumer (Customer).

Any person having executed a contract with the Cooperative for interconnection and operation of a qualifying small power installation.

370.3 Cooperative.

Wharton County Electric Cooperative, Inc.

370.4 Distribution System.

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

370.5 Electric Service.

Electric power and energy produced, or transmitted, or distributed, or provided, or made available by the Cooperative at the point of delivery together with all services and functions performed by the Cooperative.

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Electric service includes the basic services of the delivery of electric capacity and energy and the non-basic services provided by the cooperative including but not limited to the following: credits, adjustments, incentives, lightning and surge protection, water heater sales and service, solar water pumps, and other products or services delivered to members by the cooperative.

370.6 Energy & Capacity.

Energy is the capacity for doing work used for a period of time. The unit for measuring electrical energy is the kilowatt-hour, which is 1,000 watt hours (kWh). Capacity is the rate at which work can be done measured in kilowatts, which is 1000 watts (KW).

370.7 Facilities.

All the plant and equipment of the Cooperative including all tangible personal property without limitation, in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by or in connection with the business of the Cooperative.

370.8 Member.

Any person having a contract with the Cooperative for the provision of electric service.

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370.9 Member's Installation; Installation.

All conductors, equipment, buildings, structures, or apparatus of any kind on Member's side on point of delivery, excepting only Cooperative's metering equipment.

370.10 Meter.

A device, or devices, together with auxiliary equipment owned by the Cooperative, for measuring electric energy usage and/or demand and/or other data.

370.11 Municipality.

Any incorporated city, town, or village.

370.12 Non-Permanent Installation or Intermittent Use Installation.

Any installation other than a permanent installation.

370.13 Parties.

The Cooperative and an applicant or Member.

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370.14 Permanent Installation.

Any installation that is so constructed or being constructed as to be impractical to move, haul, or relocate, and which is or will be used and occupied on a permanent full-time basis. A trailer or mobile home may qualify as a permanent installation in accordance with government regulations, which require removal of wheels and attached to a permanent foundation.

370.15 Person.

Any individual, partnership, association, joint venture, corporation, or government entity.

370.16 Point of Delivery.

The point where the Cooperative's conductors are connected to the Member's conductors.

370.17 Premises.

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

370.18 Rate Schedules.

Any schedule of rates approved by the Board of Directors of the Cooperative and contained in Section II of these tariffs.

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370.19 Regulatory Authority.

The Board of Directors of the Cooperative or a governing body with regulatory authority established by state or federal law.

370.20 Service Quality Standards & Consumer Protection & Relations Rules; Rules; Service Rules; Service Rules and Regulations.

Any service rule or regulation of the Cooperative approved by the Board of Directors of the Cooperative and contained in Section III of these tariffs.

370.21 Service Area.

The area or territory in which the Cooperative provides electric utility service.

370.22 Service Entrance Conductors.

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

370.23 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.