

TARIFF FOR ELECTRIC SERVICE

**Wharton County Electric Cooperative, Inc.
Highway 59 East
P. O. Box 31
El Campo, Texas 77437**

Issued By

**Gary L. Raybon
General Manager/CEO**

Electric Utility

<i>Approved By:</i>	<i>Board of Directors</i>
	<i>January 20, 2022</i>
<i>Effective Date:</i>	<i>January 20, 2022</i>
<i>Revised:</i>	<i>January 31, 2022</i>

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SECTION TITLE: Part I - Cooperative
Operations

Approved by Board of Directors

Effective Date: May 22, 2013

APPLICABILITY: All Areas Served

1. UTILITY OPERATIONS

101. Description of Electric Utility Operations

101.1 Organization.

Wharton County Electric Cooperative, Inc. is an electric cooperative corporation organized and operating under the Electric Cooperative corporation Act (art. 1528b, V.A.C.S.) and the laws of the State of Texas and is owned by its members. The Cooperative's business affairs are managed by a board of directors who are elected to the board from and by the Cooperative's Members in accordance with the provisions of the bylaws.

101.2 Type of Service.

The Cooperative provides electric utility service through the operation of a retail electric distribution system. The Cooperative does not engage in the generation of electric power, but instead purchases all of its electric energy requirements from South Texas Electric Cooperative, Inc. (STEC) STEC sets prices for generation, transmission, substations, and other required ancillary services and these tariffs are designed to flow these services through to members at WCEC's cost. The Cooperative also provides various other services and products which enhance the economy of the area and quality of life.

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SECTION TITLE: Part I - Cooperative
Operations

Approved by Board of Directors

Effective Date: May 22, 2013

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101.3 Service Area.

A. Certification.

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

B. Counties.

The service area of the Cooperative includes all or portions of the following counties:

Colorado

Jackson

Matagorda

Wharton

C. Cities.

The service area of the Cooperative includes all or portions of the following incorporated municipalities:

El Campo

Wharton

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SECTION TITLE: Part I – Cooperative
Operations

Approved by Board of Directors

Effective Date: May 22, 2013

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102. Purpose and Scope of Tariffs.

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

Contractual rights and obligations of both parties are specified in a manner consistent with regulations affecting the Cooperative's method of operation.

These tariffs are a part of the Electric Service Agreement.

103. Applicability of Tariffs.

These tariffs are applicable to the provision of all electric utility service by the Cooperative in all areas, which the Cooperative provides except as may be precluded by law.

104. Severability.

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

105. Modification of Tariffs.

This tariff may be changed, modified, or abrogated in whole or in part by the Cooperative's Board of Directors. Any changed tariff shall be applicable to service provided from and after the effective date of such change.

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Operations

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106. Waiver.

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

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Approved by Board of Directors

Effective Date: May 22, 2013

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II. RATES AND CHARGES

201. Rate Classification and Assignment.

Rate classification and assignment shall be made by the Cooperative in accordance with the availability and type of service provisions in its rate schedules. Rate schedules have been developed for the standard types of service provided by the Cooperative. If Member's request for electric service involves unusual circumstances, usage, or load characteristics not regularly encountered by the Cooperative, the Cooperative may assign the applicable rate classification or enter into a special contract. The Cooperative's Board of Directors shall approve any special contract.

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202. Rate Schedules.

202.1 Residential; Schedule RES

A. Availability.

Residential Service is available to Members in accordance with the Cooperative's Service Rules and Regulations for the following purposes:

- (1) for domestic uses associated with the operation of a full-time, single family residential installation; and
- (2) Rural churches, cemeteries, and community buildings operated by non-profit organizations.

B. Type of Service.

Single Phase Service at the Cooperative's standard secondary distribution voltages, where available. When required by load for single family residential installations, 3-phase service will be provided where 3-phase service is available under Cooperative's Line Extension Policy.

C. Monthly Rate.

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

- (1) Customer Charge \$19.28 per meter

This charge is an availability charge for providing electric distribution service. It includes no kWh of energy.

And

- (2) Distribution Minimum

The first 475 kWh each month at \$.037550 per kWh but not less than \$12.90.

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Effective Date: May 2, 2013

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- (3) Distribution Charge \$.018710 per kWh

This charge for the delivery of energy shall be applied to all kWh usage above 475 kWh during each billing period.

And

- (4) Purchased Generation.
Energy Charge (Seasonal).

March through October billing period, inclusive; \$.04688 per kWh each month for kWh used during the billing period.

November through February billing period, inclusive; \$.03605 per kWh each month for kWh used during the billing period.

And

- (5) STEC transmission, losses, distribution and ancillary services March through October billing period, inclusive: \$.01633 per kWh each month for kWh used during the billing period. November through February billing period, inclusive; \$.01256 per kWh each month for kWh used during the billing period.

STEC Generation, transmission, distribution, losses, and ancillary service billing is subject to all applicable billing adjustments in Section II, ¶203 to result in a flow through of actual generation, transmission, distribution, losses and ancillary services cost to the cooperative members.

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D. Minimum Charge.

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

- (1) The customer charge plus the distribution minimum plus any purchased generation, transmission, distribution, losses, and ancillary services; or
- (2) Thirty-two dollars and eighteen cents (\$32.18) plus any purchased generation, transmission, distribution, losses, and ancillary services; or
- (3) The amount stated in any agreement with the Member plus purchased generation, transmission, distribution, losses, and ancillary services, whichever is greater.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments in Section II ¶203.

F. Direct Load Control.

When available from the Cooperative at Member's service location, Member may elect to participate in the Cooperative's direct load control program. To participate, Member must agree to

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allow the Cooperative, or its contractor, to install a *load management relay unit on Member's central air conditioning compressor(s) and electric water heating elements. The Cooperative will remotely control the relay(s) to manage the operation of Member's equipment to conserve capacity for the Cooperative. Member will receive a credit of *\$25 per month for each relay unit installed on central air conditioning unit(s) so controlled on the billings for energy consumed in June, July, August and September each year, and *\$25 per month for each relay unit installed on electric water heater(s) so controlled on the billings for energy consumed in June, July, August and September each year. This program is only available for energy purchased by WCEC from South Texas Electric Cooperative, Inc. (*Rev, 01/22/2014; effective 06/01/2014)

G. Delinquent Payment.

The Cooperative will charge a \$10 delinquent notice preparation and processing fee for any delinquent bill. Bills are delinquent if not paid within (16) sixteen days after issuance date.

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202.2 Small General Service; Schedule SGS.

A. Availability.

Non-residential, single-phase service is available to members in accordance with the cooperative's Service Rules and Regulations for the following purposes:

1. Small Single-Phase & Rural loads such as barns, stock water wells, gate openers, camp houses, etc.
2. Small Single-Phase Commercial loads such as cathodic protection units, sign lighting, fuel pumps, etc.
3. Loads that would ordinarily qualify for this rate which have an average monthly usage in excess of 645 kWh, have the option of being served on the B-3 Schedule.

B. Type of Service.

Single phase service at 120/240 volts.

C. Monthly Rate.

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

- (1) Customer Charge \$16.80 per meter

This is an availability charge for providing electric distribution service. It includes no kWh of energy; and

- (2) Distribution Charge \$0.05218 per kWh

This charge for delivery of energy shall be applied to all kWh usage each billing period; and

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(3) Purchased Generation

Energy Charge \$.03899 per kWh

And

(4) STEC Transmission, Distribution and Ancillary
Services

\$.01551 per kWh

Generation, transmission, losses, distribution, and ancillary billing is subject to all applicable billing adjustments in Section II, ¶203 to result in a flow through of actual generation, transmission, distribution, losses, and ancillary services cost to the cooperative members at the cooperative's cost.

D. Minimum Charge.

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

- (1) The customer charge plus any purchased generation, transmission, distribution, losses, and ancillary services; or
- (2) The amount stated in any agreement with Member plus purchased generation, transmission, distribution, losses, and ancillary services.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

F. Delinquent Payment.

The Cooperative will charge \$10.00 for delinquent notice preparation and processing fee for any delinquent bill. Bills are delinquent if not paid within 16 days after the issuance date.

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Approved by Board of Directors

Effective Date: June 1, 2014

APPLICABILITY: All Areas Served

G. Direct Load *Management.

When available from the Cooperative at Member's service location, Member may elect to participate in the Cooperative's direct load management program. To participate, Member must agree to allow the Cooperative, or its contractor, to install a **load management relay unit* on Member's central air conditioning compressor(s) and/or electric water heater(s). The Cooperative will remotely control the relay(s) to manage the operation of Member's equipment to conserve capacity for the Cooperative. Member will receive a credit of *\$25 per month for each *relay unit installed on central air conditioning unit(s) so controlled on the billings for energy consumed in June, July, August and September each year; and *\$25 per month per relay unit installed on electric water heater(s) so controlled on the billings for energy consumed in June, July, August and September each year. This program is only available for energy purchased by WCEC from South Texas Electric Cooperative, Inc. (*Rev. 6/1/2014)

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APPLICABILITY: All Areas Served

202.3 Commercial and Small Power Service; Schedule B-3.

A. Availability.

Commercial and Small Power Service is available to non-residential members having 50 kVa or less in installed transformer capacity in accordance with the Cooperative's Service Rules and Regulations for all non-residential uses other than irrigation.

B. Type of Service.

Single and/or Three Phase Service at the Cooperative's standard secondary distribution voltages, where available.

C. Basic Charges.

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

- (1) Customer Charge \$52.86 per meter

This charge is an availability charge for providing electric distribution service. It includes no kWh of energy;

And

- (2) Distribution \$.00390 per kWh

For the first 600 kWh of usage and \$.03300 for all kWh usage above 600 kWh during each billing period. This charge for the delivery of energy shall be applied to all kWh usage during each billing period.

And

- (3) Purchased Generation

Energy Charge \$.04044 per kWh

And

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- (4) STEC Transmission, Distribution and
Ancillary Service \$.01566 per kWh

Generation, transmission, losses, distribution, and ancillary services billing is subject to all applicable billing adjustments in Section II, ¶203 to result in a flow through of actual generation, transmission, distribution, losses, and ancillary services cost to the Cooperative members.

D. Minimum Charge.

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

- (1) The customer charge, plus any purchased generation, transmission, distribution, losses, and ancillary services; or
- (2) the amount stated in any agreement with the Member, plus any purchased generation, transmission, distribution, losses, and ancillary services; or
- (3) \$1.40 per KVA of installed transformer capacity, plus purchased generation, transmission, distribution, losses, and ancillary services, whichever is greater.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

F. Seasonal Service.

For seasonal service, consumer may elect to disconnect and reconnect once annually for which he agrees to pay the monthly minimum during the months connected; however, there shall also be an annual minimum equal to 15 times the monthly minimum.

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G. Delinquent Payment.

The Cooperative will charge 5%, but not less than \$10.00 on any delinquent bill. Bills are delinquent if not paid within sixteen (16) days after issuance. If the 16th day falls on a weekend or holiday, the bill will be delinquent on the second working day after the weekend or holiday.

H. Load Management.

A credit of \$2.00 per KW demand savings will be paid in October based on the savings between member's non-coincident demand and member's demand during the hour of the cooperative's demand used to calculate the cooperative's billing demands in June, July, August and September or as defined in the cooperative's wholesale rate. To qualify, the member must agree to attempt to avoid the cooperative's wholesale billing peaks and request a recording demand meter at the cooperative's standard fee for such meter and pay the monthly fee for processing data. Member will be responsible to monitor ERCOT's load and be responsible for removing load at the appropriate time to avoid the peak hours. The credit will then be applied to usage from October through May.

This credit will only apply to generation purchased from STEC through the cooperative.

This credit each month will be based on the demand savings calculated by subtracting the member's peak demand, coincident with the cooperative's billing demand during the cooperative's peak hours as prescribed in the cooperative's wholesale rate, from the member's non-coincident peak for the billing period.

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APPLICABILITY: All Areas Served

202.4 Irrigation and Seasonal Agricultural Service; Schedule I.

A. Availability.

Irrigation and Seasonal Agricultural Service is available to Members in accordance with the Cooperative's Service Rules and Regulations for crop irrigation and other seasonal agricultural uses.

B. Type of Service.

Single or three-phase service at the Cooperative's standard secondary distribution voltages, where available.

C. Monthly Rate.

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

(1) Customer Charge \$50.69 per meter

This charge is an availability charge for providing electric distribution service. It does not include any kWh of energy.

And

(2) Distribution \$.052761 per kWh

This charge for the delivery of energy shall apply to all kWh for all kWh usage during each billing period from June through September or \$.03645 for energy used from October through May.

And

(4) Purchased Generation

Energy Charge \$.03950 per kWh

Per kWh for kWh used during billing period.

And

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- (5) STEC Transmission, Distribution and Ancillary
Services \$.01560 per kWh

Generation, transmission, distribution, losses, and ancillary billing is subject to all applicable billing adjustments in Section II, ¶203 to result in a flow through of the cooperative's actual generation, transmission, distribution, losses, and ancillary services billing to the cooperative member.

D. Minimum Charge.

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

- (1) The customer charge, plus any purchased generation, transmission, distribution, losses, and ancillary services; or
- (2) The amount stated in any agreement with the Member, plus any purchased generation, transmission, distribution, losses, and ancillary services whichever is greater.

In any calendar year or portion thereof, the minimum charge shall not be less than \$15.00 per kW peak demand established during the June through September billing periods. If demand is not metered, the demand will be calculated by multiplying the connected HP x .746.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

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F. Delinquent Payment.

The Cooperative may charge 5%, but not less than \$10.00, of any delinquent bill. Bills are delinquent if not paid within sixteen (16) days after issuance. If the 16th day falls on a weekend or holiday, the bill will be delinquent on the second working day after the weekend or holiday.

G. Power Factor Adjustment.

Demand charges may be adjusted if the average power factor is lower than 97%. Measured demand may be increased by 1% for each 1% by which the average power factor is less than 97% lagging.

H. Load Management. (Voluntary Member Managed)

A credit of \$2.00 per KW demand savings will be paid in October based on the savings between non-coincident and coincident demand based on the cooperative's time and amount of peak hour coincident demand used in the cooperative's wholesale rate. To qualify, the member must agree to attempt to avoid the cooperative's wholesale billing peaks and request a recording demand meter at the cooperative's standard fee for such meter and agree to pay the monthly fee for processing data. Member will be responsible to monitor ERCOT's load and be responsible for removing load at the appropriate time to avoid the peak hours. The credit will be based on the June, July, August and September billings.

This credit will only apply to generation purchased from STEC through the cooperative.

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APPLICABILITY: All Areas Served

202.5 Commercial and Industrial; Schedule LP3.

A. Availability.

Available to Members having between 51 KVA and 350 KVA of installed transformer capacity in accordance with the Cooperative's Service Rules and Regulations for all commercial and industrial uses and standby service by special contract. This rate is also available upon request by a member if the member has maintained a demand of less than 437 kW for 60 consecutive months.

B. Type of Service.

Single and three-phase service at the Cooperative's primary or secondary distribution voltages, where available.

C. Monthly Rate.

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

(1) Customer Charge \$74.56

This charge is an availability charge for providing electric distribution service. It includes no kWh of energy;

And

(2) Distribution Demand Charge \$2.31 per kW

This charge is applied to the maximum metered kilowatt demand for any period of fifteen consecutive minutes during the billing period as adjusted for power factor, but in no event is billing demand less than 85% of the highest adjusted kW demand established in the preceding June, July, August and September, except for standby service

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where the kilowatt demand will not be less than 85% of
installed transformer capacity;

And

(3) Purchased Generation

Demand Charge \$2.00 per KW

Based on the same metered demand as (2) above; and

Energy Charge \$0.03257 per kWh;

And

(4) STEC Transmission, Distribution and Ancillary Services

Demand Charge \$.25 per KW

Based on the same metered demand as (2) above;

And

Energy Charge \$.01604 per kWh

Generation, transmission, distribution, losses and ancillary
billing is subject to all applicable adjustments in Section II,
¶203 to result in a flow through of actual generation,
transmission, distribution, losses, and ancillary services
cost to the cooperative member.

D. Minimum Charge.

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

- (1) The demand charge, plus customer charge, plus any
purchased generation, transmission, distribution, losses,
and ancillary services; or

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(2) Any amount stated in any agreement with Member, plus any purchased generation, transmission, distribution, losses, and ancillary services; or

(3) \$2.06 per KVA of installed transformer capacity plus any purchased generation, transmission, distribution, losses, and ancillary services, whichever is greater.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

F. Delinquent Payment.

The Cooperative may charge 5%, but not less than \$10.00, of any delinquent bill. Bills are delinquent if not paid within sixteen (16) days after issuance. If the 16th day falls on a weekend or holiday, the bill will be delinquent on the second working day after the weekend or holiday.

G. Power Factor Adjustment.

Demand charges may be adjusted if the average power factor is lower than 97%. Measured demand may be increased by 1% for each 1% by which the average power factor is less than 97% lagging.

H. Load Management. (Voluntary Member Managed)

A credit of \$2.00 per KW demand savings will be paid in October based on the savings between member's non-coincident demand and member's demand during the hour of the cooperative's demand used to calculate the cooperative's billing demands in June, July, August and September or as defined in the

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cooperative's wholesale rate. To qualify, the member must agree to attempt to avoid the cooperative's wholesale billing peaks and request a recording demand meter at the cooperative's standard fee for such meter and pay the monthly fee for processing data. Member will be responsible to monitor ERCOT's load and be responsible for removing load at the appropriate time to avoid the peak hours. The credit will then be applied to usage from October through May. The credit will only apply to generation purchased from STEC through the cooperative.

- I. The final billing will be increased by an amount to pay generation and transmission ratchet obligation created by member's load.

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202.6 Large Industrial; Schedule LP-2B

A. Availability.

Available to Members having 351 KVA or greater of installed transformer capacity in accordance with the Cooperative's Service Rules and Regulations for all commercial, industrial, non-seasonal aquaculture uses and standby service by special contract.

B. Type of Service.

Three phase Service at the Cooperative's primary or secondary distribution voltages, where available.

C. Monthly Rate.

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

(1) Customer Charge \$77.52

This charge is an availability charge for providing electric distribution service. It includes no kWh of energy.

And

(2) Demand Charge \$4.63 per kW

This charge for the rate at which energy is used is applied to the maximum metered kilowatt demand for any period of fifteen consecutive minutes during the billing period as adjusted for power factor, but in no event is billing demand less than 100% of the highest adjusted kW demand established in the preceding June, July, August and September, except for standby service where the kilowatt demand will not be less than 85% of installed transformer capacity.

And

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(3) Purchased Generation

Demand Charge \$4.92 per kW

Based on the same metered demand as (2) above. And

Energy Charge \$0.03076 per kWh

And

(4) STEC Transmission, Distribution and Ancillary Services

Demand Charge \$.61 per kW

Based on the same metered demand as (2) above. And

Energy Charge \$.01515 per kWh

- (5) If metered at primary voltage, metered demand kW and energy kWh will be reduced by 2.0% for billing to allow for transformer losses.

Generation, transmission, distribution, losses and ancillary billing is subject to all applicable adjustments in Section II, ¶203 to result in a flow through of actual generation, transmission, distribution, losses, and ancillary services cost to the cooperative member.

D. Minimum Charge.

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

- (1) \$2.06 per KVA of installed transformer capacity, plus any purchased generation, transmission, distribution, losses, and ancillary services; or
- (2) The demand charge, plus cost of service charge plus any purchased generation, transmission, distribution, losses, and ancillary services; or

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(3) The amount stated in any agreement with Member, plus any purchased generation, whichever is greater; or

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

F. Delinquent Payment.

The Cooperative may charge 5%, but not less than \$10.00, of any delinquent bill. Bills are delinquent if not paid within sixteen (16) days after issuance. If the 16th day falls on a weekend or holiday, the bill will be delinquent on the second working day after the weekend or holiday.

G. Power Factor Adjustment.

Demand charges may be adjusted if the average power factor is lower than 97%. Measured demand may be increased by 1% for each 1% by which the average power factor is less than 97% lagging.

H. Load Management. (Voluntary Member Managed)

A credit of \$2.00 per KW demand savings will be paid in October based on the savings between member's non-coincident demand and member's demand during the hour of the cooperative's demand used to calculate the cooperative's billing demands in June, July, August and September or as defined in the cooperative's wholesale rate. To qualify, the member must agree to attempt to avoid the cooperative's wholesale billing peaks and request a recording demand meter at the cooperative's standard fee for such meter and pay the monthly fee for processing data.

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Member will be responsible to monitor ERCOT's load and be responsible for removing load at the appropriate time to avoid the peak hours. The credit will then be applied to usage from October through May. The credit will only apply to generation purchased from STEC through the cooperative.

- I. The final billing will be increased by an amount to pay generation and transmission ratchet obligations created by member's load as calculated by the cooperative.

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202.7 Security Light Service; Schedule SL

A. Availability.

Single phase security light service is available to Members in accordance with the Cooperative's Service Rules and Regulations for pole mounted area security lighting on the Cooperative's existing electric distribution poles where 120v, single phase service is present.

B. Type of Service.

Single phase service at the Cooperative's standard secondary distribution voltages.

C. Monthly Rate.

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

<u>Security Light Fixtures</u>	Customer Charge
*150 Watt High Pressure Sodium	\$13.44
*175 Watt Mercury	\$13.44
<u>Flood Light Fixtures</u>	
*400 Watt Mercury, Metallic or High Pressure Sodium	\$22.32
*1000 Watt Mercury, Metallic or High Pressure Sodium	\$40.44

**or equivalent LED fixture*

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D. Billing Adjustments.

This rate subject to all applicable billing adjustments, except ¶203.1 and ¶203.2. Additionally, underground service, special poles, transformers, and equipment, etc. will be installed to serve fixtures of wattage shown above based on a contribution in Aid-of-Construction calculated by WCEC based on unit installed cost or estimated cost of construction plus current overhead percentage as used in RUS accounting.

E. Delinquent Payment.

The Cooperative may charge a \$10.00 delinquent notice preparations and processing account fee in accordance with its tariff.

F. Billing Period.

Monthly.

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202.8 Very Large Power; Schedule VLP.

A. Availability.

Available in accordance with the Cooperative's tariff and Service Rules and Regulations and the Agreement for Very Large Power Electrical Service, but not less than 1000 KVA for contracts served under Very Large Power; Schedule VLP.

B. Type of Service.

Three-phase service, 60 hertz at one of the Cooperative's standard primary voltages.

C. Monthly Rate.

A Facilities Charge plus the actual flow through Generation Demand Charge and Energy Charge (including fuel) all other charges, and all adjustments billed to the Cooperative by the Cooperative's wholesale supplier applicable to wholesale service to the Cooperative for power and energy, transmission, distribution, losses and ancillary services and fees used to serve this load plus \$1.482240 per kW Distribution Demand and \$.0055373 per kWh Distribution Energy Charge.

D. Power Factor Adjustment.

The demand charge shall be adjusted if the power factor at peak demand is less than 95% lagging or 95% leading. Measured demand shall be increased by 1% for each 1% by which the peak kilowatt demand is less than 90% leading or lagging.

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E. Determination of Billing Demand.

Generation Billing demand shall be determined in the same manner as defined in the wholesale tariff of the Cooperative's wholesale supplier applicable to firm wholesale service to this point of delivery.

Distribution Demand shall be the maximum metered kilowatt demand for any period of fifteen consecutive minutes during the billing period as adjusted for power factor but in no event is Distribution Demand less than 85% of the highest adjusted KW demand established in the preceding 12 months.

F. Minimum Monthly Charge.

Each billing period member shall be obligated to pay as a minimum bill an amount equal to the Facilities Charge plus:

- (1) \$1.40 per KVA of installed transformer capacity as set forth in the Agreement for Very Large Power Service, plus any purchased power; or
- (2) The Demand Charge, plus any purchased power; or
- (3) The amount stated in any agreement with Member, plus any purchased power, whichever is greater.

G. Billing Adjustments.

This rate is not subject to adjustment pursuant to Section II, ¶203.1 and ¶203.2 of this tariff.

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H. Delinquent Payment.

The Cooperative may charge 5%, but not less than \$10.00, of any delinquent bill. Bills are delinquent if not paid within sixteen (16) days after issuance. If the 16th day falls on a weekend or holiday, the bill will be delinquent on the second working day after the weekend or holiday.

I. Demand Ratchet Liability upon Termination.

Upon the expiration or termination of this agreement, the Cooperative shall calculate the ratchet, or take or pay liability or the cost to the cooperative under its wholesale power rate in subsequent periods by reason of Member's demand prior to termination of service, and submit said calculation to Member. Member shall pay the Cooperative within sixty days (60) following submission of said calculation an amount equal to the future ratchet liability imposed on the Cooperative by reason of Member's demand during the term of this agreement.

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202.9 Public Schools; Schedule LPS.

A. Availability.

Available to Members having at least 150 KVA of installed transformer capacity in accordance with the Cooperative's Service Rules and Regulations for all public school uses.

B. Type of Service.

Three-phase service at the Cooperative's primary or secondary distribution voltages, where available.

C. Monthly Rate.

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

(1) Customer Charge \$55.36

This charge is an availability charge for providing electric distribution service. It includes no kWh of energy;

And

(2) Distribution Demand Charge \$2.81 per kW

This charge is applied to the maximum metered kilowatt demand for any period of fifteen consecutive minutes during the billing period as adjusted for power factor, but in no event is billing demand less than 85% of the highest adjusted kW demand established in the preceding June, July, August and September. And

(3) Purchased Generation

Demand Charge \$4.92 per KW

Based on the same metered demand as (2) above; and

Energy Charge \$0.03076 per kWh;

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And

- (4) STEC Transmission, Distribution and Ancillary Services

Demand Charge \$.61 per KW

Based on the same metered demand as (2) above;

And

Energy Charge \$.01515 per kWh

Generation, transmission, distribution, losses and ancillary billing is subject to all applicable adjustments in Section II, ¶203 to result in a flow through of actual generation, transmission, distribution, losses, and ancillary services cost to the cooperative member.

D. Minimum Charge.

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

- (1) The demand charge, plus customer charge, plus any purchased generation, transmission, distribution, losses, and ancillary services; or
- (2) Any amount stated in any agreement with Member, plus any purchased generation, transmission, distribution, losses, and ancillary services.
- (3) \$1.40 per KVA of installed transformer capacity plus any purchased generation, transmission, distribution, losses, and ancillary services, whichever is greater.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

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F. Delinquent Payment.

The Cooperative may charge 5%, but not less than \$10.00, of any delinquent bill. Bills are delinquent if not paid within sixteen (16) days after issuance. If the 16th day falls on a weekend or holiday, the bill will be delinquent on the second working day after the weekend or holiday.

G. Power Factor Adjustment.

Demand charges may be adjusted if the average power factor is lower than 95%. Measured demand may be increased by 1% for each 1% by which the average power factor is less than 90% lagging.

H. Load Management. (Voluntary Member Managed)

A credit of \$2.00 per KW demand savings will be paid in October based on the savings between member's non-coincident demand and member's demand during the hour of the cooperative's demand used to calculate the cooperative's billing demands in June, July, August and September or as defined in the cooperative's wholesale rate. To qualify, the member must agree to attempt to avoid the cooperative's wholesale billing peaks and request a recording demand meter at the cooperative's standard fee for such meter and pay the monthly fee for processing data. Member will be responsible to monitor ERCOT's load and be responsible for removing load at the appropriate time to avoid the peak hours. The credit will then be applied to usage from October through May. The credit will only apply to generation purchased through the cooperative.

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202.10 Cogeneration.

A. Waiver of Purchase/Sale Obligation.

By its order in Docket 7754, the Public Utility Commission of Texas (the “PUC”) granted to South Texas Electric Cooperative (“STEC”) a waiver of its obligations to sell retail capacity and energy to Qualifying Facilities (QFs) and granted to Karnes Electric Cooperative, Inc., Nueces Electric Cooperative, Inc., San Patricio Electric Cooperative, Inc., Victoria Electric Cooperative, Inc. and Wharton County Electric Cooperative, Inc. (collectively the “Members”) a waiver of their obligations to buy capacity and energy directly from QFs. STEC will purchase energy and capacity, which a QF may seek to sell, and the Members will sell retail capacity and energy to QFs within the Member’s service area.

B. Purchases from QFs by STEC.

STEC’s payment to QFs for purchases of energy and capacity will be based upon the cost STEC can avoid, which is in turn based upon the incremental cost of energy and capacity to the STEC/Medina Power Pool as more particularly set forth in STEC’s avoided cost filing with the PUC. A QF selling energy and/or capacity to STEC at a price based on STEC’s avoided cost shall not be required to pay or absorb any expense in connection with the transmission of such QF energy and/or capacity to the STEC system from a point of interconnection between the QF and a Member, except as would otherwise be required under PUC Substantive Rules (See § 23.66 (k)(2)).

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C. Superseding Effect.

To the extent that any other provisions of this tariff, previously approved, are contrary to the waivers granted by the PUC in Docket 7754 such provisions are superseded and no longer of any effect.

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202.11 Sales to Qualifying Facilities.

A. Availability.

This tariff is applicable to sales of electricity to a “Qualifying Cogeneration Facility” (“QF”) as defined in Section 3 (18) of the Federal Power Act, as amended, 16 U.S.C.A. 796 (18) and regulations thereunder provided the QF is interconnected with and served directly from the transmission system of South Texas Electric Cooperative, Inc. (“STEC”) and provided the QF is located in the retail service area of the Cooperative.

B. Type of Service.

Retail electric service for Supplementary, Backup, Maintenance, and Interruptible Power or combinations thereof.

C. Rates:

Rates for sales shall be just and reasonable and shall not discriminate against a QF in comparison to rates for sales to other customers served by the Cooperative. The rate, exclusive of cost reimbursement under Section 23.66(k), to be charged by the Cooperative for such retail service(s) shall be developed at the time such service is requested, and shall be designed on a basis which (I) excludes system distribution costs to the extent the Cooperative’s distribution facilities and services are not involved in the rendition of such service, and (ii) is uniform among the STEC member distribution cooperatives providing such service insofar as the cost of power and energy from STEC to STEC’s member cooperative. The Cooperative waives the monthly customer service charge for QFs selling energy and/or capacity directly to STEC.

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D. Interconnection Standards.

Interconnection shall be carried out in a manner consistent with the standards utilized by STEC in establishing interconnections generally, and in compliance with the Interconnection Plan developed by, and on file with, the Cooperative pursuant to Section 23.66(k)(1) of the Substantive Rules of the Public Utility Commission of Texas.

E. Interconnection Costs.

The QF shall pay in advance all interconnection costs, in accordance with Section 23.66(k)(2) of the Substantive Rules of the Public Utility Commission of Texas. No QF electing to take service under the terms described above shall be subject to duplicative interconnection charges for wheeling of back-up power from the Cooperative, and, no QF shall be required to build separate facilities to the Cooperative to receive back-up services.

F. Terms & Conditions.

The availability of this tariff and terms and conditions under which this tariff is applied shall be subject to the provisions of Section 23.66 of the Substantive Rules of the Public Utility Commission of Texas including subsection (j)(2)(B).

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203. Billing Adjustments.

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

203.1 Generation Cost Recovery Factor. (GCRF)

The monthly charges for all customers other than billings under the Very Large Power and Security Light rates, shall be increased or decreased on a per kWh basis by rate computed monthly as follows:

$$\text{GCRF} = \frac{(A - B + C)}{\text{kWhs}}$$

Where:

GCRF = Generation Cost Recover Factor (expressed in \$ per kWh) to be applied to estimated energy sales, excluding Very Large Power and Security Light rates, for the billing period.

Generation cost is the cost of purchased generation from all sources which the cooperative purchases on behalf of the member.

A = Total estimated purchased power generation cost, excluding Very Large Power and Security Light rates, from all suppliers.

B = Total estimated purchased power generation cost, by rate, excluding Very Large Power and Security Light rates, from all suppliers which is included in the Cooperative's base rates. The base generation cost is computed as:

$$B = (D) (\text{kWhs})$$

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D = Base generation power cost in units sold of:

Residential (March – October)	\$.04688/kWh
Residential (November – February)	\$.03605/kWh
General Service	\$.03899/kWh
B-3	\$.04044/kWh
Irrigation	\$.03950/kWh
LP3	\$.03257/kWh and \$2.00/kW
LP-2B	\$.03076/kWh and \$4.92/kW
LPS	\$.03076/kWh and \$4.92/kW

kWh = Total estimated energy sales, by rate, excluding Very Large Power and Security Light rates, for the billing period.

C = Adjustment to be applied to the current billing to account for:

- (1) Differences in actual purchased generation cost, by rate, excluding Very Large Power and Security Light rates and actual GCRF revenues recovered in previous periods;
- (2) Generation fuel cost refunds and adjustments from wholesale power suppliers by rate, excluding Very Large Power and Security Light rates.
- (3) Load control device owning and operating cost and credits; the GCRF shall be increased by the estimated total amount of load control device and associated communication system; owning and operating cost and load management credits paid by rate, excluding Very Large Power and Security Light rates, during the month. Any difference between the estimated and actual amounts of credits paid shall be reconciled in the next succeeding month.

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203.2 Transmission and Distribution Cost Recovery Factor. (TDCRF)

The monthly charges for all customers other than billings under the Very Large Power and Security Light rates, shall be increased or decreased on a per kWh basis by rate computed monthly as follows:

$$\text{TDCRF} = \frac{A - B + C}{\text{kWhs}}$$

Where:

TDCRF = Transmission and Distribution Cost Recover Factor (expressed in \$ per kWh) to be applied to estimated energy sales, excluding Very Large Power and Security Light rates, for the billing period. Transmission and distribution costs shall include all purchased transmission and distribution services plus associated losses and all ancillary services which are not a part of generation cost as defined in ¶203.1.

Generation cost is the cost of purchased generation from all sources which the cooperative purchases on behalf of the member.

A = Total estimated purchased power transmission and distribution cost, by rate, excluding Very Large Power and Security Light rates, from all suppliers.

B = Total estimated purchased power transmission and distribution cost, by rate, excluding Very Large Power and Security Light rates, from all suppliers which is included in the Cooperative's base rates. The base transmission and distribution cost is computed as:

$$B = (D) (\text{kWhs})$$

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D = Base transmission and distribution power cost in units sold of:

Residential (March – October)	\$.01633/kWh
Residential (November – February)	\$.01256/kWh
General Service	\$.01551/kWh
B-3	\$.01566/kWh
Irrigation	\$.01560/kWh
LP3	\$.01604/kWh and \$0.25/kW
LP-2B	\$.01515/kWh and \$0.61/kW
LPS	\$.01515/kWh and \$0.61/kW

kWh = Total estimated energy sales, by rate, excluding Very Large Power and Security Light rates, for the billing period.

C = Adjustment to be applied to the current billing to account for:

- (1) Differences between the actual purchased transmission and distribution cost, by rate, excluding Very Large Power and Security Light rates, and actual TDCRF revenues recovered in previous periods;
- (2) Load control device owning and operating cost and credits; the TDCRF shall be increased by the total amount of load control device owning and operating costs and load management device credits paid by rate, excluding Very Large Power and Security Light rates, during the month.

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203.3 Sales Tax & Franchise Fees or Other Tax.

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

203.4 Meter Error Adjustment.

If a meter is found to be outside the accuracy standards established by the American National Standards Institute, Incorporated, proper correction shall be made of previous readings for the period of six (6) months immediately preceding the removal of such meter from service for test, or from the time the meter was in service since last tested, but not exceeding six (6) months, as the meter shall have been shown to be in error by such test, and adjusted bills shall be rendered. No refund is required from the Cooperative except to the Member last served by the meter prior to the testing. If a meter is found not to register for any period, unless bypassed or tampered with, the Cooperative shall make a charge for units used, but not metered, for a period not to exceed two (2) billing periods based on amounts used under similar conditions during a period or periods preceding or subsequent thereto, or during corresponding periods in previous years.

203.5 Power Factor Adjustment.

Demand charges may be adjusted if the average power factor is lower than 95%. Measured demand may be increased by 1% for each 1% by which the average power factor is less than 95% lagging. The application will be at the discretion of the cooperative based on the relative cost of metering or power factor correction equipment versus the recovery under this adjustment.

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204. Service Fees.

204.1 Trip and Account Transfer Fees.

Except as provided in these rules, the Cooperative may charge \$100 for each trip to Member's premises whether on regular or overtime which is requested by the Member or reasonably necessary under these rules or standard operating practice. This fee will be reduced to \$55 if the work required could be safely performed by one person (e.g. trip to Member's premises for collection of a bill, connection, reconnection, or to make disconnection).

If an account can be transferred without the necessity of a trip, a fee of \$20 will be charge.

Once each calendar year irrigation meters may be connected and disconnected without charge.

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

If the problem is found to be in Member's equipment or facilities, or if cooperative personnel are required to standby while member has additional work performed, then actual cost of time and material plus 8% will be billed but not less than \$100.00 per trip.

204.2 Membership Fee.

Each applicant shall be charged a membership fee of \$5.00.

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204.3 Returned Check.

The Cooperative shall charge \$35.00 for each check or other form of payment which is dishonored or returned to the Cooperative. Any Member having a check or other form of payment dishonored two or more times in a 12-month period may be required to pay by cash, money order, or certified check.

204.4 Meter Test Fee.

No charge shall be made for a meter test except as provided in this rule. If Member's meter has been tested at Member's request and within a period of four (4) years the Member requests a new test, the Cooperative shall make the test but if the meter is found to be within the accuracy standards established by the American National Standards Institute, Inc., the Cooperative may charge the Member a fee which reflects the cost to test the meter as follows; however, this charge shall not be more than:

- | | | |
|----|-----------------------------|----------|
| 1. | Single Phase Meter | \$120.00 |
| 2. | Three Phase No Demand Meter | \$150.00 |
| 3. | Three Phase Demand Meter | \$175.00 |

204.5 Delinquent Accounts.

Non-Residential Accounts.

The Cooperative may assess a one-time charge of five percent (5%), but not less than \$10.00, of each delinquent non-residential bill (including but not limited to commercial, industrial, irrigation, etc.).

Residential Accounts.

The Cooperative may assess a one-time charge of \$10 for each time that it is necessary to prepare and issue a delinquency notice made necessary by the Member's failure to pay his residential bill by the delinquent date. An

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additional trip fee will be charged if a trip is required to collect, disconnect or reconnect service.

204.6 Switchover Fee.

1. In areas designated as “Dually Certificated” by the Public Utility Commission of Texas where electric service is being provided to a consumer by the Cooperative, and said consumer requests the disconnection of electric service in order to obtain electric service from another certificated utility, the following rules shall apply:
 - a. The consumer shall request in writing to the Cooperative, the removal of electric service facilities from his/her location, specifying the date that service be terminated and the Cooperative’s account number(s) of the location to be disconnected.
 - b. Prior to disconnection, the consumer shall pay the Cooperative in full; all amounts owed the Cooperative on the account(s) involved including: current bills, payments due under contract, deferred payment agreement, delinquent payments and penalties if applicable.
 - c. In addition, the consumer shall pay the Cooperative, prior to disconnection date, a \$180.00 disconnection fee.
 - d. The consumer shall also pay the Cooperative, prior to the disconnection date an amount equal to the original total construction cost of all distribution facilities rendered idle and unusable as a result of this disconnection, less the

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depreciation and salvage value of those facilities. Any contributions in aid of construction provided by the consumer for the disconnected facilities will be deducted from the original cost. Direct labor and transportation costs associated with removing unusable distribution facilities shall also be charge. In no case; however, shall this charge be less than the average investment per customer for customer's class based on the Cooperative's most recent cost of service study.

2. In areas designated as "Dually Certificated" by the Public Utility Commission of Texas where electric service is being provided to a consumer by a utility other than the Cooperative and said consumer requests service from the Cooperative, the following rules shall apply:
 - a. The consumer shall notify the utility presently providing service of his desire to switch electric service to that of the Cooperative.
 - b. The consumer shall provide evidence that he/she has satisfactorily complied with the switchover tariff requirements of the utility from which service is being terminated.
 - c. Service will be extended to the consumer upon the completion of (a) and (b) above in accordance with the standard line extension policy of the Cooperative for the class of service required.

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3. If a switchover is requested of a consumer by the Cooperative in a “Dually Certificated” area for reasons of economics of service, elimination of duplication of facilities or other sound reason, then only those amounts agreed upon by the consumer or affected utility will apply.

204.7 Recorder Under Glass.

When the customer requests special metering such as recording devices, time of use, interval, etc., a one-time charge for actual cost plus labor plus 8% may be made. If this meter also serves as the billing meter which the Cooperative is required to supply, then the value of the standard non-recording meter for the customer class will be deducted from the above amount.

204.8 Translation of Special Metering.

A monthly printout of translated special metering data will be supplied for the cost of materials plus labor plus 8% but not less than \$60.00 per month.

204.9 Fee Schedule Digest.

Trip Fee.

Actual cost plus 8% with following minimum:

Minimum Trip Fee *1 man required	\$55
Minimum Trip Fee 2 men required	\$100
(*whether 1 or 2 men actually go)	

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For Member Problems, Connect, Disconnects, Collection, Standby Time,
Regular or Overtime.

Transfer of account without trip.	\$20/account/ Transfer
-----------------------------------	---------------------------

Once each year irrigation meters may be connected and disconnected without charge; however, if transferred to new name, \$20/account/transfer will apply.

Rebill and Delinquent Notice Fee (residential)	\$10
Return Check Fee	\$35
*Recorder under Glass Actual Cost,	
Less Normal Meter Cost + 8%	\$390
*Translation – Minimum	\$60/month
Meter Test – 1 st test in 4 years	FREE
Additional Tests – 1-phase residence	\$120
3-phase no demand	\$150
3-phase demand	\$175

Test fee waived if problem found with meter.

*Credit may be made at discretion of Cooperative if in opinion of the Cooperative, special metering is needed or desired for load research or to more accurately apply rates or to verify proper billing by others.

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205. Service Rider Fees

205.1 Facilities & Rental Rider.

Service under this Rider is available under contract for facilities charges required by certain rates or riders contained herein or when the Cooperative finds it necessary or convenient to lease facility to a Member in order to provide service under any of the rates or riders contained here.

Monthly Rate.

The monthly rate will be determined by calculating the value (V) of the facilities based on an engineer's estimate of the labor plus material plus the Cooperative's overhead rate less any contribution in aid-of-construction from the member and multiply this sum by the factor of .0175.

$$V \times .0175 = \text{Monthly Rate}$$

205.2 Energy Services & Energy Services Facilities Rider.

The Cooperative will provide various optional services as approved by the Cooperative's board of directors related to the consumption, efficiency, conservation, control, protection, safety, financing, and convenience related to electric service.

Service under this rider is available under written agreement with the consumer for one time or recurring monthly services. Terms of the agreement for the service will be determined by the Cooperative based on ownership, the estimated investment, the life of the equipment, and the total estimated cost of providing the service.

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One-time services will be billed in a lump sum. For monthly services, billing will be on a monthly basis as part of the consumer's monthly electric service bill.

Monthly Rate. .1042 (C)

Where: C = Total Estimated Cost to the Cooperative. For monthly services, the rate will be billed on a monthly basis as part of the consumer's monthly electric service bill.

For Monthly Service Billed Monthly:

$$C = (D+OM+I+T+R)$$

Where:

D = Annual depreciation based on total estimated installed cost of labor & materials & overhead multiplied by annual depreciation rate.

OM = Operations & maintenance & overhead cost based on the estimated annual cost of operation & maintenance & overhead.

I = Annual cost of money based on estimated life of equipment & Cooperative's interest rate estimated for a fixed loan of the same term.

R = Removal cost less salvage value divided by life of equipment in years.

T = Estimated annual taxes.

Lump Sum Rate: 1.08 (E)

For one time services billed in a lump sum:

$$E = L+M+F+W+O$$

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Where:

L = Estimated cost of labor or professional services or
equipment time.

M = Estimated cost of materials & supplies.

F = Estimated cost of freight, shipping or transportation.

W = Estimated warehousing & handling cost.

O = Cooperative estimated overhead costs for the service.

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205.3 Multiple Metering Rider.

A. This Rider is available to members under electric service agreement in accordance with the Cooperative's Service Rules and Regulations for service at more than one point of delivery under the Cooperative's Rate Schedule I, LP3, LP2B, and VLP.

The provisions of such Rate Schedules are modified as shown herein.

B. Terms and Conditions.

Service furnished under this Rider is subject to the following terms and conditions.

1. Multiple points of delivery along the primary voltage or secondary voltage lines of the Cooperative will be provided by the Cooperative at locations agreed upon between the parties and shown on a drawing attached to the Electric Service Agreement under which this Rider will be applied. Demand and energy meters will be provided and installed by the Cooperative at each point of delivery.

2. Combined metering and billing under the appropriate Rate Schedule will be used and for the purpose of billing, the maximum kW demand established by the Customer will be the sum of the maximum coincident kW demands registered on all demand meters served by a single substation. If the cost of coincident demand metering is not justified by the size and nature of the load by mutual agreement of Member and Cooperative, conventional kW demand meters will be used and maximum kW demand will be the sum of the maximum kW demand measured for the loads so

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metered. The kWh delivered will be the sum of deliveries registered by all energy meters.

3. Customer will pay to Cooperative monthly in connection with the payment for power and energy the additional amount specified in the Cooperative's Facilities & Rental Rider to cover the additional cost and expense to the Cooperative of delivery and metering said service at more than one point of delivery. The Multiple Metering Rider may reduce the Cooperative's cost and expense in serving new or added loads. In such cases, no Facilities & Rental Rider will be applied.
4. Additional points of delivery may be provided by mutual agreement of the parties hereto. Any change in the number and location of points of delivery will be accompanied by a corresponding change in the amount of the additional charge shown in the Facilities & Rental Rider, if any, and a corresponding change in the drawing required by 205.4(B)(1).

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205.4 Competitive Contract Power Service; Rider CCS.

Availability.

Available in all territory served by the Cooperative as a rider to the Very Large Power; Schedule VLP in accordance with the Cooperative's established service rules and regulations and subject to the execution of a written agreement for Very Large Power electrical service and a written agreement for service provided herein between the Cooperative, the customer, and South Texas Electric Cooperative, which is the cooperative's wholesale power supplier. Service under this rider is available only to customers whose electrical loads qualify the Cooperative to purchase power and energy under its wholesale supplier's Competitive Rate Schedule. This rider is not available in conjunction with service taken under the EIR or other discounted rate and is not available for temporary, standby, or breakdown service, or for parallel operation.

Applicability.

Applicable to existing customers of the Cooperative with measured loads of not less than 1000 kW peak demand who have measurable and economically viable alternative source of power to serve all or a portion of their electrical requirements. This rider is only applicable to that portion of the customer's load which is currently being served or being evaluated for service by sources of power other than the Cooperative. Also applicable to new customers with projected metered loads of not less than 1000kW, or existing customers who propose to add additional load such that the combined existing and additional load can be substantiated to be not less than 1000 kW.

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Service under this rider will normally be supplied to a retail customer through one point of delivery, except those meters serving the same consuming facility may be aggregated. In addition, oil well pumping and oil production related loads may be served through multiple points of delivery and combined for service under this rider if:

- 1) each point of delivery has a metered demand of not less than 100 kW for a combined total metered load of not less than 1000 kW, and
- 2) all points of delivery combined for service under this rider are under the same ownership for financial responsibility (all owned by the same customer), and
- 3) all points of delivery combined for service under this tariff are located within, and are for loads within a single oil field as identified by the Texas Railroad Commission.

Type of Service.

Three-phase, 60-hertz at available voltages or other voltage as is mutually agreeable.

Monthly Rate.

Monthly rate will be the same as stipulated in the Cooperative's Very Large power; Schedule VLP.

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205.5 Residential Distributed Renewable Generation Installations Rider (DRG).

A. Availability.

This rider will be available to members in good standing receiving service under the Cooperative's standard residential rate schedule RES. Items B, C, and D of this rider apply to the interconnection and parallel operation of a single renewable generation installation that has a rated design capacity of 20kW or less. In order to qualify for this program, the Distributed Renewable Generation (DRG) installation must utilize renewable technologies (defined as wind, solar, or hydro) to produce energy. The Cooperative reserves the right to determine if a DRG installation qualifies for this program and may take in to account future renewable technologies.

B. Basic Charge

Member will be billed a basic interconnection charge of \$15.00 per month for providing this interconnection service.

C. Purchases from Producer.

The Cooperative will pay the producer for all power purchased at the current renewable rate which is calculated by taking an average of the Cooperative's wholesale power costs for generation only for the RES rate class and multiplying this rate by the total energy purchased by the cooperative. Energy to be purchased shall be the metered kWh produced by the DRG installation in excess of kWh consumed by the home where the DRG installation is installed. This credit will be shown on the member's standard RES monthly statement.

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D. Metering and equipment.

In addition to any existing meters, a separate meter will be required to measure the output of the DRG installation. All meters shall be ratcheted to measure flow in one direction only. A fused disconnect switch accessible to the cooperative shall be installed between the DRG meter and cooperative's facilities. The cooperative reserves the right to install additional relays on equipment and the right to disconnect a member's DRG installation if operational or safety issues are suspected or detected. Meter enclosures and meters will be supplied by the cooperative to the member at cooperative's standard price. The meters will remain the property of the cooperative and will be operated under the cooperative's standard policies.

Equipment to be interconnected must be certified to be compliant for parallel operation with a central station electric system as specified by UL1741/IEEE 1547 standards. All wiring shall be in accordance with the National Electric Code and all local, State and Federal codes. Member's equipment must be controlled to prevent the flow of energy into the cooperative's facilities in the event that cooperatives power is interrupted. All DRG metering and equipment as well as associated wiring and switchgear up to the point of interconnection with Cooperative, will be installed at customer's expense.

E. Renewable Energy Credits.

The Cooperative shall retain ownership of Renewable Energy Credits produced.

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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;

Or

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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 \$8,111.12. Transformer and meter cost and the Average Consumer Investment Cost shall be revised at least every (2) 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 \$6,822.43. 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 \$8,122.84. 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 (2) months. An estimated credit for all usable 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 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. Cooperative equipment costs may be revised every (2) months. 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 \$6,481.76 credit shall be applied to the above charges for Single-Phase or Multi-Phase Irrigation or Fish Farms and Commercial & Industrial loads. A \$19,446.42 credit shall be applied to loads over 1,000 KVA. Fish Farms shall receive these credits or \$165.20 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 who 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 of completion of the facilities 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 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 97%, Cooperative may require Member to install appropriate equipment to maintain a 97% 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 no 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 the 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.

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401. Electric Service Agreement.

WHARTON COUNTY ELECTRIC COOPERATIVE, INC.

APPLICATION FOR MEMBERSHIP AND/OR ELECTRIC SERVICE AGREEMENT

THIS AGREEMENT is between Wharton County Electric Cooperative, Inc. ("Seller"), and the undersigned ("Member"), who hereby (applies for membership) (is a member). The Seller is collectively referred to as the "Cooperative" and each individual as the "Member". In consideration of the monies to be paid by the "Member" to the "Cooperative hereunder, and in consideration of the acceptance of this application, the undersigned agrees with the Cooperative as follows:

1. Membership. The Member (has paid) (will pay) to the Cooperative a fee of Five Dollars (\$5.00) for membership, and take any action that may be required to qualify as a member, comply with and be bound by the provisions of the Cooperative's Articles of Incorporation and By-laws and all tariffs, as well as Cooperative's rules and regulations which may from time to time be adopted by the Board of Directors of the Cooperative.
2. Service. Cooperative agrees to use reasonable diligence to provide electric utility service to a point of delivery at Member's service location. The electric service contracted for herein is to be provided and taken in accordance with the provisions of this Agreement and Cooperative's tariff. SAID TARIFF IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE OFFICE IN EL CAMPO, TEXAS. Any tariff provision (including rates) may be changed by action of the Board of Directors of the Cooperative, or by order or consent of any regulatory authority having jurisdiction thereof whether or not at

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- the request of the Cooperative. The Cooperative makes no warranty for continuity or quality of electric service and member has by this agreement been made aware that service is subject to disruption or interruption due to unforeseen occurrences. In the instance of such disruption or interruption of electric service, member agrees to be responsible for damages to his property and to install equipment to reduce the possibility of damage. Member may consider lightning and surge protection devices and other protective devices, emergency lighting, emergency batteries and generators, alternate food storage facilities and methods. The Cooperative shall provide reasonable service restoration efforts but in the event of severe storms, mechanical or electrical damage, outages of a few hours to several days has occurred in the past and may occur in the future.
3. Billing and Payment. Member agrees to purchase and pay for electric service in accordance with Cooperative's tariff. Periodically, Cooperative will render to Member a statement of services rendered. Member agrees to pay the total amount shown on such statement within sixteen (16) days from its date. Payment shall be made to Cooperative at its office in El Campo, Wharton County, Texas or its authorized agents.
4. Easement and Right of Access. Member hereby agrees that this application also constitutes an easement to the Cooperative to construct and maintain such poles, lines, meters, switches, and other devices on all real estate owned by Member necessary to provide electric service to Members of the Cooperative. All such facilities shall remain the sole property of the Cooperative. It is further agreed that the Cooperative shall have the right of access to said property for the purpose of inspecting, construction, repair, and/or service its facilities; to chemically treat and/or cut or trim trees and shrubbery to the extent necessary to keep them clear of electric line or system, and upon discontinuance of service for

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any reason, to remove the same at the option of the Cooperative unless needed for service to members of the Cooperative.

5. Rates. Member shall pay for electric service in accordance with the Cooperative's standard tariff schedules in effect for like conditions of service to the class of service furnished hereunder. If Member's service is misclassified, whether because of misrepresentation of the facts or otherwise, Cooperative reserves the right to apply the correct rate schedule and adjust prior and future billings accordingly, and to take other action which may include requiring the Member to make a cash contribution in aid of construction for facilities. If any tariff or rate is changed by the Cooperative, or by order or consent of any regulatory authority having a jurisdiction thereof whether or not at the request of the Cooperative, such changed tariff, rate, or redefined class of service shall be applicable to service provided hereunder from and after the effective date of such change. Member shall pay a minimum charge each month for having service available irrespective of whether or not any energy is actually used. Irrigation account yearly minimums will be billed and paid in equal monthly installments.
6. Assignment of Capital Credits. Member hereby assigns and transfers to Cooperative the total book value of capital credits in Member's account which are available for retirement and agrees said amount shall become due and payable to Cooperative two years after it has made a bona fide attempt to pay said amount to customer and has not succeeded in doing so.

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7. Term of Agreement. This Electric Service Agreement shall continue in force for an initial term beginning on the date service is made available and continuing until _____, _____ or depending on meter installation._____ After the initial term, this Agreement shall remain in effect until terminated by either Member or Cooperative in accordance with the Cooperative's rules and regulations. Termination shall not relieve the Member of any obligation to Cooperative arising before termination.
8. Breach/Disconnection of Service. Upon failure to make payment or perform any obligation under this Agreement the Cooperative shall have the right to discontinue service as well as such remedies as may be provided by law. The Cooperative's LIABILITY is LIMITED as provided in its Tariff. Member warrants that his or her installation (including all conductors, switches, equipment, wiring, and protective devices of any kind) is constructed and will be maintained in accordance with the National Electric Code as well as applicable laws or ordinances.
9. Continuity of Service. Cooperative shall use reasonable diligent to provide constant and uninterrupted electric service. However, should electric power or service fail or be interrupted, or become defective, or be reduced through an act of God, governmental authority, action of the elements, public enemy, terrorism, accident, strikes, labor trouble, maintenance, repair or upgrading work, or any cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable under the provisions of this Agreement.

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10. Meter Tampering. In the event the Cooperative reasonably determines that its meter or equipment has been tampered with or bypassed, the Cooperative may disconnect service and/or estimate electric energy consumed. Members shall be liable for payment of any bill or statement issued as a result thereof in accordance with the Cooperative's tariffs.
11. Contribution in Aid of Construction. Member will pay to Cooperative a non-refundable contribution in aid of construction (if applicable). This amount will be the basis for determining a reimbursement for a qualifying facility, per the Service Rules and Regulations of the Cooperative's tariff.
12. Deposits. Member will be required to make a deposit to secure payment for electric service. The deposit may be lowered or waived depending on payment history, credit check, or type of service.
13. Additional Terms. If Application, after electric service is available, fails for any reason whatsoever, to receive electric energy for a consecutive period of more than one year, the Applicant hereby agrees that such failure may subject his membership in the Cooperative to be terminated.
14. Lock on Gate. Member allows Cooperative access to member's property for electrical purposes. If a gate is now or at any time installed on the property, the member realizes that Cooperative will place a company lock on the gate for access.

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15. Acknowledgement of Debit. The member agrees and acknowledges that bills are due when rendered and that any unpaid debts and agreements, whether written or oral, may be transferred to a new or existing account that is in the member's name.
16. Consent to Receive Electronic Communication. The Applicant consents to receiving communication from Wharton County Electric Cooperative by mail, email, SMS, phone or other electronic means and may opt out by contacting Wharton County Electric Cooperative.

By executing information on backside, the natural person(s) who executes this Agreement on behalf of Member represents and warrants that he or she has the authority to bind said entity.

ELECTRIC SERVICE AGREEMENT

(Incomplete forms may not be accepted and will not be processed until complete.)

Service Request: New Construction___ Existing Service___ Security Light(s)___

Electricity will be predominately used for (choose one): Min. Charge

- ☐ Residential – Designate Type Permanent___ Weekend___ Rental___ \$___
- ☐ Small General Service Water Well___ Camp House___ Shop___ Barn___ \$___
- ☐ Farm or Ranch Business Irrigation___ HP___ Building___ \$___

**WHARTON COUNTY ELECTRIC
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☐ Commercial or Industrial Office__ Pump Jack__ Manufacturing__ \$____
 Other_____
☐ Other Church__ School__ Cemetery__ \$____
☐ Security Light(s): New__ Existing__ 150w__ 175w__ 400w__ 1000w__ \$____
 Active__ Non-Active____
 Pole Charge__ On/Off Pole Switch__ \$____
☐ Temporary Designation_____

MEMBER INFORMATION

Member/Legal Business Name_____ Federal ID #_____

SSN/ID:___/___/___ DL#:_____ Date of Birth:___/___/___

Joint Membership Name: _____ Relationship: _____

Joint membership is eligible for individuals joined in a legally recognized relationship which may include husband and wife, parent and child, and siblings who are joint owners.

Joint Member SSN/ID:___/___/___ DL#_____ Date of Birth:___/___/___

Gate Code:_____ County:_____ Employment:_____ Work #:_____

Billing Address:_____ City:_____ Zip:_____

Primary Phone:_____ Secondary Phone:_____

Email Address:_____

Consent to receive emails or promotions from WCEC Yes__ No__

Operation Roundup: Yes_____ No_____ Member Packet:_____

**WHARTON COUNTY ELECTRIC
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BILLING INFORMATION

Map Reference: __-__-__-__ GPS Coordinates:_____

Physical Address (for Service Location): _____ City:_____

911 Address required for new service

Rate:_____ Monthly Minimum \$_____ HP/KVA_____

City Limit: Yes___ No___ Phase: 1Ø ___ 3Ø___

Sales Tax Exempt: Yes___ No___ Agriculture Exempt #_____

Load Management: Yes___ New/Existing: A/C___ W/H___ No/Not Interested___

PAID OR INVOICE

Membership Fee \$___ Paid___ Bill___ Installments \$___ & ___ = \$___

Connect/Transfer/OT \$___ Paid___ Bill___ (MC's) Inst. Int.

Deposit: \$___ Paid___ Bill___

Construction Cost: \$___ Paid___ Bill___

Co-Signer / Credit Check \$_____

ACH Auto Draft: Existing Y/N _____ Add/New Y/N___ No/Not Interested:_____

Service/Work Order Number:_____

Date Connected/Transferred:_____

Meter Reading:_____

Account Number:_____

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Member Signature_____

Joint Member Signature_____

Printed Name_____

Printed Name_____

Commercial/Corporation Signature Authority (Title) Must be Noted Below:

Printed Title – If signature is other than President/Vice President, Partner, or Owner

Date Accepted:_____

Wharton County Electric Coop - Representative

**WHARTON COUNTY ELECTRIC
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January 2020

402. Electric Utility Easement and Covenant of Access.

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS

COUNTY OF _____

DATE:

GRANTOR:

GRANTOR'S MAILING ADDRESS:

GRANTEE: **WHARTON COUNTY ELECTRIC COOPERATIVE, INC.**

GRANTEE'S MAILING ADDRESS: P. O. Box 31
El Campo, Texas 77437

KNOW ALL MEN BY THESE PRESENTS:

that the undersigned, hereinafter called "Grantor" (whether one or more) for good and valuable consideration does hereby covenant access to and grant and convey unto WHARTON COUNTY ELECTRIC COOPERATIVE, INC. (hereinafter called the "Cooperative") an easement and right-of-way upon and across the following described property of grantor:

Upon location by GRANTEE of its distribution lines, poles and/or other facilities on said property, the EASEMENT PROPERTY shall be limited to that portion of the property within 15 feet in all directions of Grantee's lines, poles, guys, anchors, or other facilities on the tract of land described above.

The EASEMENT PROPERTY shall include use of the subsurface below and air space above for the PURPOSE herein stated. This easement shall also include such portions of adjoining property owned by Grantor as is necessary for the PURPOSE stated below.

PROJECT: Electric distribution line or lines, consisting of a variable number and sizes of wires, cables, poles, towers and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, transformers, guy wires, anchorages and other facilities whether made of wood, metal, or other materials.)

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GRANT: GRANTOR, for the CONSIDERATION received by GRANTOR, hereby grants and conveys to GRANTEE an EASEMENT appurtenant and Right-of-Way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR also grants to GRANTEE the right and authority to license, permit or otherwise agree to the joint use or occupancy of the line system, or facilities by any other person or entity for electrification, telephone, telegraph, television or other similar purposes.

PURPOSE: The EASEMENT, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, removing, inspecting, patrolling, and/or repairing the PROJECT or any part of the PROJECT, and making connections therewith, and to undertake the same for any of the other joint uses authorized herein. The purpose shall also include use of the EASEMENT, right-of-way, rights and privileges granted herein for any use directly related to the PROJECT or financing of the PROJECT, including but not limited to performing archeological, historical, environmental, or other studies. GRANTEE shall have the right to place temporary poles, towers, anchorages, guys, and supporting structures for use in erecting or repairing the PROJECT. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the PURPOSE stated, or any one or more of them relating to the PROJECT, or any part thereof.

ACCESS: GRANTEE shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated PURPOSE. GRANTEE shall also have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR also any route that is reasonable and appropriate under the circumstances then existing in order to obtain access. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair or other PURPOSE stated above relating to the PROJECT, or any part thereof.

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TERM: The EASEMENT and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless abandoned by the GRANTEE for a period of 10 (ten) years.

W.O. # _____

Map. Ref. _____

Easement # _____

TREES: GRANTEE shall have the right to cut, trim, chemically treat with herbicide, and/or remove trees, shrubs, bushes, brush, and vegetation within or adjacent to the EASEMENT PROPERTY or otherwise necessary to realize the PURPOSE herein stated, provided that GRANTOR will be provided with at least 3 (three) days advance notice of any chemical treatment and offered an alternative method of removal if GRANTOR does not want chemical treatment.

STRUCTURES: GRANTOR shall not construct or locate on the EASEMENT PROPERTY any structures, obstruction, or improvement. GRANTEE shall have the right to remove from the EASEMENT PROPERTY any structure, improvement, or obstruction and GRANTOR agrees to pay GRANTEE the reasonable cost of such removal or for the relocation of GRANTEE's facilities if necessary, and this agreement shall be a covenant running with the land for the benefit of GRANTEE.

MINERALS: GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to, and shall not allow any party to drill or excavate for minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT PROPERTY.

OWNERSHIP: GRANTOR agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances, and equipment installed upon the EASEMENT PROPERTY shall at all times remain the property of the GRANTEE and is removable at the option of the GRANTEE.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns. When the context requires, singular nouns and pronouns include the plural.

**WHARTON COUNTY ELECTRIC
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When appropriate, the term "GRANTEE" includes the employees, contractors, and authorized agents of GRANTEE.

WARRANTY: GRANTOR warrants and shall forever defend the EASEMENT to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

GRANTOR:

Printed Name

Signature

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ GRANTOR.

Notary Public, State of Texas

After recording, return this Document to:

WHARTON COUNTY ELECTRIC COOPERATIVE, INC.
P. O. Box 31
El Campo, Texas 77437

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May 22, 2013

403.

AGREEMENT FOR INTERCONNECTION AND
PARALLEL OPERATION OF COGENERATION OR
SMALL POWER PRODUCTION INSTALLATION; 100 kW OR LESS

THIS AGREEMENT made this ____ day of _____, _____, by and between _____
_____, hereinafter referred to as the "Cooperative" is as follows:

1. Purpose. Producer owns or intends to own and/or operate a qualifying electric power generating installation and desires to interconnect and operate such installation in parallel with Cooperative's electric distribution system. This agreement defines the relationship between the Cooperative and Producer including terms affecting purchase and sale of electricity as well as reasonable conditions for interconnection and parallel operation.

2. Producer's Generating Installation. The generating installation to which this agreement applies is described as:

Make _____
Model _____
Serial # _____
Fuel or Energy Source _____
Nameplate Output Rating _____ kW
Operating Voltage _____ Volts
Connection _____ Phase
Located at _____

Emergency Contact:

Name _____
Address _____
Phone _____

3. Terms. The Cooperative agrees to use reasonable diligence to provide simultaneous electric service. Interconnection, parallel operation, sales and purchases of electricity will be governed by the Cooperative's Tariff including any and all amendments that may hereafter be approved or ordered by any regulatory authority having jurisdiction, SAID TARIFF including all service rules, regulations, and rates IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT

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HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE'S OFFICE
IN EL CAMPO, TEXAS.

4. Interconnection. Prior to interconnection Producer shall have (1) fulfilled all requisites for the provision of electric utility service contained in the tariff; (2) provide an interconnection plan and other information; (3) comply with conditions for line extension; (4) provide satisfactory liability insurance; (5) sign and deliver this Agreement; (6) complete construction; (7) comply with laws; (8) give notice of intent to energize; and (9) eliminate any conditions preventing interconnection. Producer warrants to Cooperative that Producer's power generating installation is constructed and will be maintained in a safe and reliable condition and will comply with the latest applicable codes.

5. Parallel Operation. Producer is responsible for installation, safe operation, protection, and maintenance of all equipment and wiring at and beyond the point where Producer's conductors contact the Cooperative's conductors. The electrical power generated shall be compatible with Cooperative's standard distribution system at the point of delivery and of such quality that Cooperative's system is not adversely affected. Producer shall install and/or pay for a visible break disconnect switch. The Cooperative shall have access to the disconnect switch and meter(s) at all times.

The Cooperative's LIABILITY IS LIMITED in accordance with its tariff and Producer agrees to indemnify and hold the Cooperative harmless from all claims except as specified in the tariff.

6. Purchases of Electricity from Producer. At the option of the Producer, the Cooperative will purchase:

-No output from the generating installation while allowing the Producer to use the output to offset the Producer's total consumption, with the Producer's meter(s) modified to prevent reverse metering;

or

-The net surplus output from the generating installation as measured by a second service meter which records the net surplus output of Producer into the Cooperative's system; where the net surplus is defined to be the accumulated

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instantaneous output of the Producer in excess of Producer's simultaneous instantaneous load;

or

-The output of Producer's generating installation as measured by a second meter which records the output while charging the Producer for the Producer's consumption.

The Cooperative will pay for electricity purchased from Producer at the applicable tariff rate for qualifying power generation installations.

At the option of the Producer, the Cooperative will:

-Credit the value of all output purchased from the Producer's generating installation against the monthly bill for service for the month following receipt of the Producer's meter reading(s) for the monthly billing cycle;

or

-Pay Producer by check for all output purchased from Producer's generating installation within ____ days from receipt of the Customer's meter reading(s) for the monthly billing period.

7. Sales of Electric Service to Producer. Producer agrees to pay for electric service in accordance with the rate schedule applicable to _____ class. If any tariff or rate is changed by the Cooperative, or by order or consent of any regulatory authority having a jurisdiction thereof whether or not at the request of the Cooperative, such changed tariff, rate/or redefined class of service shall be applicable to service provided hereunder from and after the effective date of such change. Periodically, Cooperative will render to Producer a statement of services rendered. Producer agrees to pay the total amount shown on such statement within sixteen (16) days from its date. Payment shall be made to Cooperative at its office in El Campo, Wharton County, Texas.

8. Term. The acceptance of this instrument by the Cooperative shall constitute an agreement between the Producer and the Cooperative which shall continue in force for an initial term of ____ years (not to exceed 5 years) from the date service is made available by the Cooperative to the Producer. After the initial term, this agreement may be terminated by either party giving at least thirty (30) days written notice to the other.

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9. Breach. The failure or refusal to perform any obligation contained in this agreement shall constitute a breach of this agreement. The parties shall have such remedies for breach as may be provided for at law or in equity. Notwithstanding any other provision of this agreement, Cooperative may discontinue service if Producer has breached any portion of this agreement by failure to make timely payment or otherwise.

10. Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Producer and Cooperative for the service herein described, and the Cooperative, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Producer agrees that it is not relying on any statements not herein contained.

11. Assignment. This agreement shall not be assigned by Producer except in accordance with the Articles, By-Laws, and rules and regulations of Cooperative. This agreement shall inure to the benefit of Cooperative's assigns.

12. Interconnection Cost. Producer agrees to pay for extension of Cooperative's facilities and other interconnection costs as follows:

\$_____ in advance of any work by the Cooperative;

or

\$_____ per month as an increased monthly minimum over and above the applicable minimum stated in the Cooperative's tariff.

13. Receipt of Tariff. Producer acknowledges receipt of a copy of the Cooperative's tariff.

Wharton County Electric
Cooperative, Inc.

Producer:

By: _____
General Manager

**WHARTON COUNTY ELECTRIC
COOPERATIVE, INC.**

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July 23, 2014

404.

RESCINDED

July 23, 2014 by WCEC Board of Directors

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May 22, 2013

405.

VERY LARGE POWER SERVICE AGREEMENT

THIS AGREEMENT is entered into between WHARTON COUNTY ELECTRIC COOPERATIVE, INC. (hereinafter called the "Cooperative") and _____ (hereinafter called the "Member"). In consideration of the monies to be paid by Member to the Cooperative, and the mutual covenants, agreements, and obligations of the parties hereinafter set forth, the parties hereto have agreed and do hereby agree as follows:

1. Service. The Cooperative agrees to sell and deliver firm electrical power and energy to Member up to _____ kVa for operation of Member's plant located in _____ County, Texas, near _____, Texas. Service will be alternating current, three phase, sixty hertz, at a nominal voltage of _____ volts. Member agrees to take and use electricity exclusively in the operation of the above-described facilities and to pay the Cooperative as provided in this agreement. Member agrees to purchase and receive Member's requirements for electrical power and energy at said facility up to a maximum of _____ KVA. The characteristics of service under this agreement are set forth in greater detail in the attached Exhibit A, which is a part of this agreement.
2. Payment.
 - a. The Member agrees to pay the Cooperative the amounts calculated as set forth in the Very Large Power Schedule. It is understood and agreed that these rates may change by action of the board of directors of the cooperative subject to the power of the regulatory authority having jurisdiction thereof, if any.
 - b. The initial billing period shall be the bill issued in _____, 20____, for energy delivered after the last meter reading in _____ of 20____.
 - c. Bills for service hereunder shall be paid at the office of the Cooperative in El Campo, Wharton County, Texas. Such payments shall be due and payable in accordance with tariffs on file at the Cooperative Headquarters.
3. Execution and Term. This agreement shall become effective and non-cancelable by either party on the date executed by Customer and shall remain in effect until the expiration of _____, 20____ (10) years following the start of the initial billing period and thereafter until terminated by either party on one year's notice.

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4. Demand Ratchet Liability upon Termination. Upon the expiration or termination of this agreement the Cooperative shall calculate the ratchet or take or pay liability or the cost of the cooperative under its wholesale power rate in subsequent periods by reason of Member's demand prior to termination of service and submit said calculation to Member. Member shall within sixty days (60) following submission of said calculation pay the Cooperative an amount equal to the future ratchet liability imposed on the Cooperative by reason of Member's demand during the term of this agreement. This provision is not intended to create any right to terminate the agreement other than the time and in the manner provided in paragraph 3.
5. Membership. Member shall become a member of the Cooperative and be bound by the provisions of the articles of incorporation and by laws of the Cooperative and by such rates, regulations, and tariffs as may from time to time be adopted by the Cooperative.
6. Additional Terms. The electrical service contracted for herein is to be provided and taken in accordance with the provisions of this agreement for electric service and the Cooperative's service regulations and all billing adjustment provisions on file at the Cooperative's Headquarters including any and all amendments that may hereafter be approved and ordered by the Cooperative's Board of Directors or other regulatory authority, having jurisdiction to do so; provided, however, in the event of express conflict between such service regulations and any provision of this agreement, the terms of this agreement shall be controlling. SAID SERVICE REGULATIONS ARE A PART OF THIS AGREEMENT AND ARE ON FILE AND AVAILABLE AT COOPERATIVE'S OFFICES IN EL CAMPO, TEXAS.
7. Succession and Approval. This agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed
by their duly authorized representatives all as of the day and year first above written.

WHARTON COUNTY ELECTRIC
COOPERATIVE, INC.

By:_____

ATTEST:

Member

By:_____

Title of Officer

Date:_____

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May 22, 2013

406. Deferred Payment Agreement.

It is recognized by Wharton County Electric Coop., Inc. and (Name) _____, Account # _____, that a deferred payment agreement in the amount of \$ _____ is due and payable by the due date agreed upon by both parties.

Deferred Payment Amount: \$ _____ Number of Installments: _____

Payment Agreement: \$ _____ Billing Date: _____

In accordance with Wharton County Electric Cooperative, Inc. tariff manual Section 351.1B, in lieu of payment, I, the undersigned agree to pay \$ _____ on each of my next _____ electric bills for a total of \$ _____. Failure to pay this amount, plus the current electric bill will make my service subject to disconnection in accordance with Sub Rule 23.46.

If you are not satisfied with this contract, or if agreement was made by telephone and you feel this contract does not reflect your understanding of that agreement, contact Wharton County Electric Coop., Inc. immediately and do not sign this contract. If you do not contact our office, or if you sign this agreement, you give up your right to dispute the amount under the agreement except for the utility's failure or refusal to comply with the terms of this agreement.

Date: _____, 2 _____

Social Security # _____

By: _____
Wharton County Electric Coop., Inc.

By: _____
Member Signature

FOR OFFICE ONLY

Mail _____ Phone _____ Office _____ DL# _____ Copy _____ Approved _____

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May 22, 2013

407. Deferred Deposit Agreement

It is recognized by Wharton County Electric Coop., Inc. and (Name) _____, Account # _____, that a deferred deposit agreement in the amount of \$ _____ is due and payable by the due date agreed upon by both parties.

Deferred Deposit Amount: \$ _____ Number of Installments: _____

Payment Agreement: \$ _____ Billing Date: _____

In accordance with Wharton County Electric Cooperative, Inc. tariff manual Section 351.1B, in lieu of a deposit, I, the undersigned agree to pay \$ _____ on each of my next _____ electric bills for a total of \$ _____. Failure to pay this amount, plus the current electric bill will make my service subject to disconnection in accordance with Sub Rule 23.46.

If you are not satisfied with this contract, or if agreement was made by telephone and you feel this contract does not reflect your understanding of that agreement, contact Wharton County Electric Coop., Inc. immediately and do not sign this contract. If you do not contact our office, or if you sign this agreement, you give up your right to dispute the amount under the agreement except for the utility's failure or refusal to comply with the terms of this agreement.

Date: _____, 2 _____

Social Security # _____

By: _____
Wharton County Electric Coop., Inc.

By: _____
Member Signature

FOR OFFICE ONLY

Mail _____ Phone _____ Office _____ DL# _____ Copy _____ Approved _____

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March 1, 2020

408. Contract of Guaranty in Lieu of Residential Service Deposit. (Deposit Agreement)

Part I – Guarantor Information

Name _____
Address _____
Telephone # _____ Account # _____

Part II – Member Information

Name _____
Address _____
Telephone # _____ Account # _____

Part III – Terms and Conditions

OPTION #1: I, the undersigned GUARANTOR hereby absolutely, irrevocably, and unconditionally GUARANTEE WHARTON COUNTY ELECTRIC COOPERATIVE, INC. (WCEC) PAYMENT BY MEMBER OF ALL CHARGES FOR ELECTRIC SERVICE for which the Member may become liable. I understand that this guarantee applies to the above captioned account and until the term of this contract has been fulfilled.

OPTION #2: I hereby understand that if the Member shall at any time be in default in the payment of charges for above mentioned service, I will immediately pay all outstanding charges to WCEC. I understand that if I default in making such payment, the amount will be transferred to any account that I may have with WCEC. I further understand that my electric service is subject to suspension, after proper notification pursuant to Sub Rule 23.46(e)(4), if I do not pay the amount of the deposit guarantee when due.

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March 1, 2020

I understand that this contract will become void when bills for the Member have been paid for twelve (12) consecutive residential billings without having service disconnected for nonpayment and without having more than two occasions in which a bill was delinquent. In the event an account is delinquent on more than one occasion, a deposit or additional deposit, will be billed accordingly.

The above has been fully explained to me.

Executed this ____ day of _____, ____.

Signature of Guarantor:_____

Signature of Cooperative Representative:_____

Part IV – Accounting Disclosure Information

The undersigned Member hereby authorizes WCEC to disclose, at any time during the period this contract of guaranty remains in effect, the nature of the charges and the amount due and outstanding on the Member's account to the Guarantor.

The undersigned Member further agrees and acknowledges that WCEC's acceptance and/or enforcement of this contract of guaranty shall not in any way relieve Member from liability for all charges for services furnished to Member or constitute a waiver by WCEC of any of its rights on account of Member's liability.

Signed this ____ day of _____, 20____.

Member _____