TARIFF FOR ELECTRIC SERVICE

April 2026

Trinity Valley Electric Cooperative, Inc.

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for the Tariff of
Trinity Valley Electric Cooperative, Inc.

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I – UTILITY OPERATIONS

101. Description of Electric Utility Operations.

101.1 Organization.

Trinity Valley 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 Customers in accordance with the provisions of the bylaws.

101.2 Type of Service.

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

101.3 Service Area.

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.

Counties.

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

Anderson	Henderson	Kaufman
Dallas	Hunt	Van Zandt

Cities.

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

Berryville	Frankston	Moore Station	Scurry
Caney City	Grays Prairie	Murchison	Seven Points
Canton	Gun Barrel City	Oak Grove	Star Harbor
Coffee City	Kaufman	Oak Ridge	Talty
Combine	Kemp	Payne Springs	Terrell
Cottonwood	Log Cabin	Post Oak Bend	Tool
Crandall	Mabank	Poynor	
Forney	Mesquite	Rosser	

102. Purpose and Scope of Tariffs.

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

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 Agreement for Electric Service.

103. Applicability of Tariffs.

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

104. Severability.

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

105. Modification of Tariffs.

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

106. No Waiver.

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

II – RATE SCHEDULES

201. Rate Classification and Assignment.

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

202. Rate Schedules.

202.1 Residential.

A. Application.

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

1. For domestic uses associated with the operation of a single family or multi-family residential installation. Not applicable to temporary or shared service.
2. For small farming and ranching installations (under 50 kW).

B. Type of Service.

The Cooperative will provide single-phase service at its standard secondary distribution voltages, where available. Where service of the type desired by Customer is not already available at the point of delivery, additional charges and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

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

1. Customer Charge: $30.75 per meter

And

2. Energy Charge: $0.109628 per kWh

D. Monthly Minimum Charge.

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

1. The Customer Charge

And

2. Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

F. Agreement.

The Cooperative shall require an agreement for electric service with a minimum term of 1 year or more. The maximum term shall be determined in accordance with the applicable line extension policy. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction or, if none, by the Cooperative's Board of Directors. Service hereunder is subject to the Cooperative's tariff for electric service.

202.2 Residential - Prepaid Service Rate Rider

A. Availability.

Available, on a voluntary basis and by request, to Customers otherwise served under the Residential Rate Schedule for all of the electric service supplied at one point of delivery and measured through automated metering used for single family or multi-family residential installation. Not applicable to temporary or shared service. Participation allowed under this Tariff Rider shall be determined by the Cooperative.

B. Type of Service.

The Cooperative will provide single-phase service at its standard secondary distribution voltages, where available for residences with automated metering infrastructure and services not exceeding 200 amps.

C. Monthly Rate.

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

3.	Customer Charge:	$1.01 per meter per day
	And	
4.	Energy Charge:	$0.109628 per kWh

D. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

E. Agreement.

The Cooperative shall require an agreement for Residential-Prepaid electric service. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction or, if none, by the Cooperative's Board of Directors. Service hereunder is subject to the Cooperative's tariff for electric service.

Service Conditions Applicable to Residential-Prepaid Rate Rider Only.

Availability Exceptions.

The Residential-Prepaid Service is available to new or existing Residential Service Customers with the following exceptions:

A. Invoice groups which include Special or Levelized Billing.
B. Customers who do not have a valid email account and phone capable of receiving the messages and low balance alerts.

Enrollment.

The Customer must make a request and complete an Application for Residential-Prepaid Service and sign the agreement.

A. In addition to the information provided in the application, the prepaid applicant is encouraged to provide the following:
    1. Secondary email address
    2. Cell phone number with text capability and/or second phone number
    3. Other approved method of communication other than US Postal Mail.
B. The Cooperative will allow enrollment into Residential-Prepaid Service if the customer meets the eligibility requirements, including:

1. The Customer must pay all applicable fees including but not limited to Membership fee, Connect fee and Aid to Construction, prior to commencement of service.
2. $50.00 credit balance has been established to activate the account

Billing, Payments and Information.

Paper statements will not be provided under the Residential-Prepaid Service.

A. Billing information, as well as payment and account information can be obtained at:
    1. Cooperative business offices during normal business hours
    2. Integrated Voice Recognition (IVR) at 1-800-766-9576 accessible 24 hours a day
    3. Online at https://billing.tvec.net/oscp/
    4. TVEC App available through your mobile device
B. Residential-Prepaid Service customers may elect to receive automated messages via email, text and/or push notifications to inform of:
    1. Pending Disconnect Alert
    2. Returned Check Alert
    3. Balance and Usage Alert
    4. Service Disconnect
    5. Service Reconnect
    6. Payment Confirmation
    7. Low Balance Threshold
C. Residential-Prepaid Service Customers will receive automated disconnect notification messages via email, text and/or push notification when a $0.01 or greater debit balance is reached.
D. Residential Service Customers enrolling in Residential-Prepaid Service who also have lighting service will be charged the monthly lighting service charge prorated and billed as a daily charge.

Transfers and optional Debt Recovery for Outstanding Balances

A. Accounts that are on existing Residential Postpaid Service may be converted to Residential-Prepaid Service, upon request by the member.
B. When existing customers convert from Residential-Postpaid Service the existing deposit, if any, is applied toward any outstanding balance of the Residential-Postpaid Account with the remaining credit applied to Residential-Prepaid Service.
C. When existing customers that convert from Residential-Postpaid Service the existing membership fee will not be applied toward any outstanding balance of the postpaid account or applied as a credit to the Residential-Prepaid Service.
D. All postpaid fees and unbilled energy charges must be paid in full except for the provisions below:
    1. When converting from a Residential-Postpaid Account to a Residential-Prepaid Account there is a debt management feature available to recover amounts due from a prior Residential-Postpaid Account.
    2. Outstanding balances over $1,000.00 must be paid down to the $1,000.00 level prior to being eligible for Residential-Prepaid Service.
    3. A minimum percentage of (25%) of each prepaid electric service payment, after the initial setup, will be applied to the debt management debt until fully retired.
    4. Any fees/penalties that occur while on Residential-Prepaid Service will be paid before any amount goes to debt management or the Prepay account.

E. The Customer may elect to convert from Residential-Prepaid Service back to standard Residential Service after two (2) full billing periods. At which time, the Cooperative may require full payment of the deposit and any amount remaining in debt management to continue service. Customers who cancel their Residential-Prepaid Accounts may not re-apply for a new Residential-Prepaid Service account at the same location for two (2) full billing periods.

Terminating and Restoring Prepaid Electric Service:

Prepaid meters are equipped to enable remote disconnection and remote reconnection of service.

A. Customers requesting service termination will receive a refund of any remaining credit on the account after all final bill amounts have been paid.

B. Electric service may be subject to immediate disconnection any time the account does not have a credit balance.

C. Following a disconnect because the account does not have a credit balance, the Customer must pay any unpaid balance from the result of energy consumption from the time the account has reached a ($0.01) or greater debit balance and when the Cooperative issued the disconnection command, plus purchase a minimum of $10.00 prepaid electric service before service is reconnected.

D. If an account is disconnected because the account does not have a credit balance and does not become current after ten (10) days, the account will be considered closed and the Cooperative will mail a final bill to the last known address of the Customer on file for all unpaid charges.

Cooperative Service Rules and Regulations Not Applicable to Residential Prepaid Service:

A. 204.7 Collection Letter Fee
B. 302.1 – 302.15 Establishment of Credit
C. 324.2 Meter Reading
D. 324.6 Terms of Payment
E. 324.8 Deferred Payment Plan
F. 324.9 Cancellation of Agreement
G. 351.1.J Failure to Comply with Deposit Arrangements
H. 351.2.A Proper Notice Prior to Disconnection for Non-Payment
I. 351.2.C.3 Disconnection After Reasonable Notice
J. 351.3 Postponement of Disconnection-Medical.
K. 351.8 Refund of Deposit

202.3 OPEN

202.4 Commercial.

A. Application.

Applicable to all Customers having less than 50 kW of maximum demand during the preceding eleven (11) months and taking the type of service described in this rate schedule for all of the electric service supplied at one point of delivery and measured through one meter.

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

B. Type of Service.

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

C. Monthly Rate.

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

1. Single-Phase

a. Customer Charge: $35.50 per meter

And

b. Energy Charge: $0.109628 per kWh

2. Three-Phase

a. Customer Charge: $60.00 per meter

This charge is for the availability of electric service;

And

b. Energy Charge:

Total energy usage shall be applied to the following blocks as applicable:

First	150 kWh per kW @	$0.144640 per kWh
Next	100 kWh per kW @	$0.117140 per kWh
Over	250 kWh per kW @	$0.089440 per kWh

D. Monthly Minimum Charge.

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

1. The Customer Charge:

And

2. Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

E. Billing Adjustments.

This rate is subject to all billing adjustments.

F. Agreement.

The Cooperative shall require an agreement for electric service with a minimum term of 1 year or more. The maximum term shall be determined in accordance with the applicable line extension policy. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction or, if none, by the Cooperative's Board of Directors. Service hereunder is subject to the Cooperative's tariff for electric service.

202.5 Large Power.

A. Application.

Applicable to all Customers taking the type of service described in this rate schedule for all services supplied at one point of delivery and taken through a single meter for all uses requiring 50 kW or more of maximum demand.

B. Type of Service.

Single-phase and three-phase service at available primary or secondary distribution voltages. Where service of the type desired by Customer is not already available at the point of delivery, additional charges and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

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

1. Customer Charge: $95.00 per meter

And

2. Demand Charge: $10.00 per kW of Billing Demand

Billing Demand is the maximum kilowatt demand for any period of fifteen consecutive minutes during the billing period as adjusted for power factor. In no event shall Billing Demand be less than 65% of the highest adjusted kilowatt demand established in the billing period or eleven (11) months preceding the billing period, whichever is greater. In no event shall Billing Demand be less than 50 kW;

And

3. Energy Charge: $0.071407 per kWh

This charge for delivery of energy shall be applied to all kWh usage during a billing period.

D. Monthly Minimum Charge.

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

1. The Customer Charge and Demand Charge;

And

2. Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

F. Agreement.

The Cooperative shall require an agreement for electric service with a minimum term of 3 years. The maximum term shall be determined in accordance with the applicable line extension policy. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction or, if none, by the Cooperative's

Board of Directors. Service hereunder is subject to the Cooperative's tariff for electric service.

G. Primary Service Discount.

At the sole discretion of the Cooperative, primary distribution level service may be provided. If service is provided at primary distribution voltage, the monthly demand and energy charges shall be reduced by 3%. The Cooperative reserves the right to meter at secondary voltage and estimate transformation loss.

202.6 Large Power – Explorer Pipeline.

A. Availability.

Available to Consumer in accordance with the Tariffs of Trinity Valley Electric Cooperative, Inc. for service to Explorer Pipeline for its Mabank Station Location Number 258, in Van Zandt County, Texas.

B. Type of Service.

Alternating current, three phase, sixty cycles, 138 kilovolts.

C. Monthly Rate.

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

1. Customer Charge: $500.00 Per Meter

This charge is for the availability of electric service.

And

2. NCP Demand Charge: $2.75 per kW of NCP Billing Demand

The Non-Coincident Peak (NCP) billing demand shall be the greater of the following:

a. The maximum kilowatt demand established by the Consumer for any consecutive fifteen (15) minute period during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided herein; or

b. Not less than one-hundred percent (100%) of the maximum NCP Demand established in twelve (12) month period ending with the Current month or;

c. 5,000 kW;

And

3. Power Cost:

The cost of power to serve the Consumer including but not limited to capacity, delivery, ancillary, energy, fuel and support charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods.

The power cost will be calculated using the billing units defined in the same manner as defined in the applicable wholesale rate and other charges to the Cooperative including any ratchet provisions. The wholesale rate charged to Consumer shall be Cooperative's present wholesale rate Attachment C provided through Rayburn Electric, until such time as the new wholesale rate represented by Attachment B, attached hereto, becomes effective as outlined in the Agreement For Electric Service, which this attachment is a part thereof. The Cooperative's present wholesale rate is subject to change without prior

notice to Consumer. If the Consumer's usage is not metered in the same manner as the power cost, the billing demand for power cost shall be calculated by applying the supplier's definition(s) of billing units to the Consumer's non-coincident (NCP) demand for the applicable billing period. The Consumer's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Consumer's power cost at the wholesale suppliers metering point to the Cooperative.

D. Minimum Monthly Charges.

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

1. The Customer Charge plus the NCP Demand Charge.
2. The Customer Charge plus 5,000 kW Demand Charge.

E. Power Factor Adjustment.

The Consumer agrees to maintain unity power factor as nearly as practicable and maintain at least the minimum required by the interconnected transmission system (ERCOT). The kW demand may be adjusted to correct for average power factors outside the range of ninety-five percent (95%), or higher if required by ERCOT, leading or lagging, if and when the Cooperative deems it necessary. Such adjustments will be made by increasing the kW demand one percent (1%) or major fraction thereof by which the average power factor is less than ninety-five percent (95%), leading or lagging.

F. Agreement.

The Cooperative shall require an Agreement for Electric Service. This rate scheduled may be changed by order or consent of regulatory authorities having jurisdiction or, if none, by the Cooperative's Board of Directors. Service hereunder is subject to the Cooperative's Tariff for Electric Services.

202.7 Auxiliary Services for Distributed Generation Facilities.

A. Availability.

Applicable to all Members requiring retail auxiliary power service at a commercial distributed generation site where an authorized third-party utility other than the Cooperative provides the interconnection.

B. Type of Service.

Distribution service provided by an authorized third-party utility on behalf of the Cooperative to the Member as needed from time to time for operation of the commercial distributed generation facility when the Member is not generating power. Where service of the type desired by Member is not already available at the point of delivery, additional charges under this tariff and special contract arrangements under this tariff may be required prior to service being furnished.

C. Monthly Rate.

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

4. Customer Charge: $500.00 Per Meter

This charge is for the availability of electric service.

And

5. NCP Demand Charge: $1.00 per kW of NCP Billing Demand

The Non-Coincident Peak (NCP) billing demand shall be the greater of the following:

a. The maximum kilowatt demand established by the Consumer for any consecutive fifteen (15) minute period during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided herein; or

b. Not less than one-hundred percent (100%) of the maximum NCP Demand established in twelve (12) month period ending with the Current month or;

c. Contract kW;

And

6. Power Cost:

The cost of power to serve the Consumer including but not limited to capacity, delivery, ancillary, energy, fuel and support charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods.

The cost of power to serve Customer and the charges assessed by transmission service providers attributable to Member's load, including, but not limited to, the transmission cost, wheeling charges, congestion charges,

uplifted cost, distribution substation cost, and ancillary services cost associated with delivering power to the Cooperative's purchase power point of delivery. The power cost will be calculated using billing units consistent with those defined in the applicable power supply contract or wholesale rate including ancillary services, qualified scheduling entity (QSE) services, Electric Reliability Council of Texas (ERCOT) charges, and other charges other charges to the Cooperative, including any ratchet provisions. The Member's billing units may be adjusted for line losses, as determined by the Cooperative, to calculate the Member's power cost at the wholesale supplier's metering point to the Cooperative.

D. Minimum Monthly Charges.

The minimum monthly charge shall be the greater of the amount as set forth in the Agreement for Electric Service or the Customer Service Charge plus NCP Demand Charge. Power supply charges do not apply toward fulfilling the minimum monthly charge:

E. Agreement.

The Cooperative shall require an Agreement for Electric Service. This rate scheduled may be changed by order or consent of regulatory authorities having jurisdiction or, if none, by the Cooperative's Board of Directors. Service hereunder is subject to the Cooperative's Tariff for Electric Services.

202.8 Lighting Service.

A. Application.

Applicable to Customers taking the type of service described in this rate schedule for pole-mounted area security lighting near the Cooperative's electric distribution lines. Not applicable for temporary, construction or shared service.

B. Type of Service.

Single-Phase Service at the Cooperative's standard secondary distribution voltages.

C. Monthly Rate.

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

Light Charge: (Standard installed by Cooperative)

175 Watt	$12.15
400 Watt	$25.20
100 Watt HP Sodium	$11.25
200 Watt HP Sodium	$15.26
250 Watt HP Sodium	$20.41

Underground Subdivision:

100 Watt HP Sodium	$11.25
150 Watt HP Sodium	$13.26
200 Watt HP Sodium	$15.26
250 Watt HP Sodium	$20.41

LED Pole Mount:

All sizes < 60 Watt (100 Watt Standard Equivalent)	$11.15
61 – 76 Watt (250 Watt Standard Equivalent)	$11.92
77 – 117 Watt (250 Watt Standard Equivalent)	$20.41
118 – 140 Watt (400 Watt Standard Equivalent)	$24.34

Decorative LED Charges:

All sizes < 65 Watt (100 Watt Standard Equivalent)	$11.15
65 – 112 Watt (200 Watt Standard Equivalent)	$15.26

Street LED Charges:

95 – 138 Watt (250 Watt Standard Equivalent)	$20.41

Member is responsible for initial capital cost of light, installation and major replacement costs. Cooperative will provide maintenance.

D. Billing Adjustments.

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

Energy Usage:

175 Watt	70 kWh
400 Watt	195 kWh
100 Watt HP Sodium	40 kWh
150 Watt HP Sodium	60 kWh
200 Watt HP Sodium	80 kWh
250 Watt HP Sodium	104 kWh
48 Watt LED	23 kWh
53 Watt LED	25 kWh
85 Watt LED	35 kWh
95 Watt LED	43 kWh
99 Watt LED	48 kWh
129 Watt LED	62 kWh

202.9.1 Distributed Generation Rider

E. Application.

Applicable to Distributed Generation Facilities smaller than 10 MW of connected generation connected in parallel operation to the Cooperative's electric system in accordance with the Cooperative's service rules and regulations and the Cooperative's *Distributed Generation Procedures and Guidelines Manual for Members.*

This rate is not applicable to temporary, shared, or resale service. This rate is applicable to service supplied at one point of delivery.

F. Sales to Customer

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

G. Purchases from a Customer – Distributed Generation Facility classified as 100 kW of connected generation and smaller

Determination of billing shall be accomplished by interconnection through one meter with two registers capable of measuring in-flow and out-flow at the point of delivery of electric service.

All energy (kWh) supplied by the Cooperative to the Customer, during the billing period, shall be billed by the Cooperative in accordance with the rates and charges under the Cooperative's applicable rate schedule for the Customer.

There will be no netting of energy (kWh). All energy (kWh) generated by the Customer's qualifying facility during the billing period, not consumed instantaneously by the Customer, and delivered back to the Cooperative, within the billing period, shall be credited to the Customer at the Cooperative's Avoided Cost defined as the prior year average wholesale energy and fuel component, provided by the Cooperative's wholesale power supplier. If credits for excess energy are greater than the Member's monthly bill, the credit will be carried forward to the following billing period. If a credit balance remains in an excess of $250 at the end of the calendar year, a refund of the entire credit balance will be provided to the Customer.

In addition to all other charges, the Cooperative may bill the Customer for any additional facilities charges as determined by the Cooperative and appended to the Interconnection Agreement.

The Customer shall assign to Cooperative the energy generated by the installed Distributed Generation Facility and shall assign or transfer to Cooperative any renewable energy credits (RECs) or claims to RECs related to the energy production associated with the Distributed Generation Facility.

H. Contracts

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

202.10 Large Power Economic Development

A. Application.

Applicable at the Cooperative's sole discretion for all of the electric service supplied at one point of delivery and measured through one meter and for the following purposes:

1. Where a competing utility may apply a rate based on marginal costs;
2. Where the Cooperative may be required to make, through contractual arrangements, a special or extensive line extension; and
3. Where the customer has a load characteristic that significantly differs from the load characteristics of the customer class for the applicable standard rate schedule.

B. Type of Service.

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

C. Monthly Rate.

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

1. Customer Charge: The greater of $65.00, or as specified in the Agreement for Electric Service.

   This charge is an availability charge for providing electric distribution service.
2. Energy Charge: As specified in the Agreement for Electric Service.
3. Demand Charge: As specified in the Agreement for Electric Service.

The demand and energy charges shall not be less than the charges for demand and energy incurred by the Cooperative to supply customer's load and shall be equal to or greater than the Cooperative's marginal costs.

D. Agreement.

An agreement for electric service shall be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction or, if none, by the Cooperative's Board of Directors, and service hereunder is subject to the Cooperative's tariff for electric service.

202.11 Wholesale Transmission Service - WTS

A. Availability.

Planned and Unplanned Transmission Services are available at all points where transmission facilities of the Cooperative in the Electric Reliability Council of Texas (ERCOT) having adequate capacity and suitable voltage are available to implement Wholesale Transmission Service. Service under this tariff is wholesale service. Transmission service is not available for retail service.

B. Applicability.

Wholesale Transmission Service is provided within ERCOT to any eligible transmission service customer as that term is defined in all applicable Substantive Rules of the Public Utility Commission of Texas (PUC), and shall be provided in accordance with the Substantive Rules 25.191-25.198 and 25.200-25.204. Any power delivered onto or received from the Cooperative's transmission facilities under this tariff must be delivered onto and received at 60,000 volts or higher, three-phase, 60 hertz alternating current, transmission lines in ERCOT which have been made available for this service.

C. Conditions.

The Cooperative will provide transmission service to any eligible transmission service customer, provided that:

1. The eligible transmission service customer has complied with the applicable provisions of the ERCOT Protocols;
2. If the eligible transmission service customer has or plans physical connections to transmission facilities owned by the Cooperative, the eligible transmission service customer has an executed Interconnection Agreement for Transmission Service, or has requested in writing that the Cooperative file a proposed unexecuted agreement with the PUC.
3. Both the Cooperative and the eligible transmission service customer (or a third party on behalf of the eligible transmission service customer) have completed installation of all equipment specified under the Interconnection Agreement for Transmission Service. The Cooperative shall exercise reasonable efforts, in coordination with the eligible transmission service customer, to complete such arrangements as soon as practical prior to the service commencement date.
4. The eligible transmission service customer has arranged for ancillary services necessary for the transaction.
5. The eligible transmission service customer satisfies all other conditions for transmission service specified in the PUC Substantive Rules.

D. Pricing.

Access Charge: $0.010713 per KW of the eligible transmission service customer's average system demand coincident with the ERCOT peak demand during each of the months from June through September of the preceding calendar year, as such demands are determined by the ISO.

E. Losses.

A transmission customer that uses transmission service shall compensate the Cooperative for losses resulting from such transmission service pursuant to the applicable PUC Substantive Rules and ERCOT Protocols. Losses shall be calculated by the ISO under a method approved by the PUC.

F. Resale of Transmission Rights.

A wholesale transmission customer is permitted to resell any and all transmission service rights contracted for by the transmission customer to other eligible transmission service customers for wholesale service to the extent allowed by applicable Commission rules. The transmission customer shall inform the transmission provider and obtain ISO approval for any resale of transmission service rights.

G. Voltage Support.

The Cooperative will provide whatever devices are necessary to maintain reasonable operating voltages on the Cooperative's transmission facilities. The eligible transmission service customer shall maintain a power factor of 95% or greater at each point of interconnection, or such other power factor as may be required pursuant to all applicable Commission rules and ERCOT Protocols.

H. Payment.

Any charges for transmission service by the Cooperative under this rate shall be billed in accordance with PUC Substantive Rule 25.202. Customer shall make payment to the Cooperative in a manner consistent with the procedures and deadlines set forth in PUC Substantive Rule 25.202(a). Any late payments by customer or customer default shall be handled in accordance with PUC Substantive Rule 25.202(a).

I. Contract Term.

Transmission service is available in periods as short as 15 minutes, subject to ERCOT capabilities.

J. Payment Netting and Transition Mechanism.

This Rate for Wholesale Transmission Service is subject to orders entered by the PUC related to payment netting. Inter-utility charges are based on the net annual payments prescribed in the PUC's orders relating to netting of payments.

K. Agreement.

An Interconnection Agreement is required for Transmission Service Customers directly connected to the Cooperative's facilities.

L. Changes to Rate Schedule.

This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction.

M. Effective Date.

Concurrently with Rayburn Country Electric Cooperative, Inc.'s implementation of interim wholesale transmission rates pursuant to Commission approval in Docket No. 48952.

202.11.1 Rider EETS – ERCOT Export Transmission Service.

A. Availability.

ERCOT Export Transmission Service is available at all points where transmission facilities of the Cooperative in the Electric Reliability Council of Texas ("ERCOT") having adequate capacity and suitable voltage are available to implement ERCOT Export Transmission Service. Service under this rider is provided in conjunction with, and is subject to, all the terms and conditions for Wholesale Transmission Service under Rate WTS.

B. Applicability.

ERCOT Export Transmission Service is provided within ERCOT to any Eligible Transmission Service Customer as that term is defined in all applicable Substantive Rules of the Public Utility Commission of Texas, and shall be provided in accordance with Substantive Rules 25.191-25.204. Any power delivered onto or received from the Cooperative's transmission facilities under this rider must be delivered onto and received at 60,000 volts or higher, three phase, 60 hertz alternating current, transmission lines in ERCOT which have been made available for this service.

C. Conditions.

1. The Cooperative will provide transmission service to any Eligible Transmission Service Customer, provided that:The Eligible Transmission Service Customer has complied with the applicable provisions of the ERCOT Protocols;

1. If the Customer has or plans physical connections to transmission facilities owned by the Cooperative, the Eligible Transmission Service Customer has an executed Interconnection Agreement for Transmission Service, or has requested in writing that the Cooperative file a proposed unexecuted agreement with the Commission;

2. Both the Cooperative and the transmission customer (or a third party) have completed installation of all equipment specified under the Interconnection Agreement for Transmission Service. The Cooperative shall exercise reasonable efforts, in coordination with the transmission customer, to complete such arrangements as soon as practical prior to the service commencement date;

3. The Eligible Transmission Service Customer has arranged for ancillary services necessary for the transaction;

4. The eligible transmission service customer satisfies all other conditions for transmission service specified in the PUC Substantive Rules

D. Pricing.

Transmission service customers exporting power from ERCOT on an unplanned basis will be assessed an access charge based on the duration of the transaction, and will be charged only for the transmission service actually used. Transmission service customers exporting power from ERCOT on a planned basis will be assessed an access charge based on duration of the service requested. Charges for ERCOT Export Transmission Service shall be in accordance with all applicable PUC

Substantive Rules and calculated as follows:

Annual	Access Charge	$0.010713 per kW
Monthly On-Peak:	Access Charge	$0.002678 per kW
Monthly Off-Peak:	Access Charge	$0.000893 per kW
Weekly On-Peak:	Access Charge	$0.000615 per kW
Weekly Off-Peak:	Access Charge	$0.000206 per kW
Daily On-Peak:	Access Charge	$0.000088 per kW
Daily Off-Peak:	Access Charge	$0.000029 per kW
Hourly On-Peak:	Access Charge	$0.000004 per kW
Hourly Off-Peak:	Access Charge	$0.000001 per kW

Exports from generating facilities that are located immediately adjacent to a tie-line facility where the energy delivered from the generating facility to the tie line is through a single substation, and that meet the criteria of the Oklaunion Exemption under the ERCOT protocols, shall not be subject to transmission service charges for exports of power out of ERCOT region over DC ties.

E. Losses.

Exports from generating facilities that are located immediately adjacent to a tie-line facility where the energy delivered from the generating facility to the tie line is through a single substation, and that meet the criteria of the Oklaunion Exemption under the ERCOT protocols, shall not be subject to transmission service charges for exports of power out of ERCOT region over DC ties.

F. Payment.

Any charges due to the Cooperative under this rate schedule shall be billed in accordance with PUC Substantive Rule 25.202. Customer shall make payment to the Cooperative in a manner consistent with the procedures and deadlines set forth in PUC Substantive Rule 25.202. Any late payments by customer or customer default shall be handled in accordance with PUC Substantive Rule 25.202.

G. Agreement.

An Agreement for Wholesale Transmission Service is required. An Interconnection Agreement is required for Customers directly connected to the Cooperative's facilities.

H. Changes to Rate Schedule.

This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction.

I. Effective Date.

Concurrently with Rayburn Country Electric Cooperative, Inc.'s implementation of interim wholesale transmission rates pursuant to Commission approval in Docket No. 48952.

202.12 Wholesale Distribution Service.

A. Application.

The service provided pursuit to this rate schedule is transmission service, as defined in Public Utility Commission of Texas (PUC) Substantive Rule 25.191c, using Trinity Valley's facilities rated at less than 60 kilovolts. The Cooperative will make the service available in accordance with Commission Substantive Rules 25.191 – 25.203. This rate schedule is not applicable to service offered by Trinity Valley under another rate schedule. Service under this rate schedule is wholesale service and is not available for retail service.

B. Type of Service.

If adequate facilities are not in place at the time service is requested, Trinity Valley will construct new facilities or alter existing facilities as necessary, and make the service available, as soon as reasonably possible. All facilities altered or constructed by Trinity Valley will remain the property of Trinity Valley.

C. Rates, Terms and Conditions.

5. Within 30 days of a request for this service, the Cooperative will submit to the Commission proposed rates for the service. The rates ultimately approved by the Commission will apply retroactively beginning on the date service is initiated. The terms and conditions for the service are those stated in Commission Substantive Rules 25.191 – 25.203.

6. A contribution in aid of construction may be required if facilities must be constructed to provide the service, or if existing facilities must be altered to provide the service, in accordance with Commission Substantive Rule 25.195(c)(2). All Facilities altered or constructed by the Cooperative will remain the property of the Cooperative.

7. Service under this tariff is wholesale service and is not available for retail service.

203. Billing Adjustments.

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

203.1 Power Cost Recovery Factor (PCRF).

The monthly charges for all Customers other than those served under rate schedules providing for the direct recovery of power cost charges or credits shall be increased or decreased on a uniform per kWh basis computed monthly as follows:

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

Where:

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

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

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

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

D = Base power cost in $/kWh sold of $.082201.

kWhs = Total estimated energy sales for the billing period (excluding kWh sales associated with direct recovery of power cost charges or credits).

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

203.2 Sales Tax.

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

203.3 Over Billing and Under Billing.

If billings for utility service are found to differ from the Cooperative's lawful rates for the service being purchased by the customer, or if the Cooperative fails to bill the customer for such service, a billing adjustment shall be calculated by the Cooperative. If a customer is due a refund, an adjustment shall be made for the entire period of the overcharges. If an overcharge is adjusted by the Cooperative within three billing cycles of the bill in error, interest shall not accrue. If an overcharge is not adjusted by the Cooperative 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. All interest shall be compounded annually. Interest shall not apply to undercharges amounts unless such amounts are found to be the result of meter tampering, bypass, or diversion by the customer. The back billing shall not exceed six months unless the Cooperative can produce records to identify and justify the additional amount of back billing or unless such undercharge is a result of meter tampering, bypass, or diversion by the customer. If the underbilling is $100 or more, the Cooperative shall offer the customer a deferred payment plan for the same length of time as that of the underbilling.

203.4 Power Factor Adjustment.

Demand charges may be adjusted if the power factor is lower than 90%. Measured demand may be increased by 1% for each 1% by which the power factor is less than 90% lagging for any period of fifteen (15) consecutive minutes. This adjustment shall not be applied on loads of less than 35 kW.

203.5 Meter Error Adjustment.

If the meter is found to be outside the accuracy standards established by the American National Standards Institute, Incorporated, proper corrections shall be made of previous readings for the period of 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 Customer last served by the meter prior to the testing. If the 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 three (3) months based on amounts used under similar conditions during a period or periods preceding or subsequent thereto, or during corresponding periods of previous years.

203.6 Late Payment Fee.

For delinquent Commercial and Large Power accounts, the Cooperative may assess a one-time late payment fee not to exceed five percent (5%) on each delinquent non-residential bill. For delinquent Residential accounts, the Cooperative may assess a one-time late payment fee not to exceed $10.00 per month on each delinquent residential bill.

203.7 Rate of Interest.

The rates of interest to be paid on customer deposits will be in accordance with Texas Rev. Civ. Stat. Ann. Art. 1440a (Vernon 1989).

203.8 Securitized Charge for Senior Secured Cost Recovery Bonds, Series 2022.

A. Application.

This rider is applicable in all service areas of the Cooperative and to all Customers of the Cooperative other than Excluded Customers, and shall be a rate schedule and part of the Tariff, and shall apply to the energy (kWh) usage of each Customer pursuant the Tariff.

This rider is irrevocable and non-by-passable.

B. Purpose.

To recover from Customers the amounts necessary to service, repay, and administer the Senior Secured Cost Recovery Bonds, Series 2022 (the "Securitized Bonds") associated

with paying the wholesale power costs and other costs arising out of Winter Storm Uri as more fully described in and issued pursuant to the terms and conditions the Financing Order, which in turn was approved by the board of directors of the Cooperative on January 13, 2022 (the "Financing Order"). The terms and conditions of this rate schedule rider shall comply in all respects with, and be subject to, the terms and conditions of the Financing Order, and if there is a conflict between the terms and conditions of this rate schedule rider and those of the Financing Order, the terms and conditions of the Financing Order shall control. Capitalized terms used herein and not defined herein are defined in the Financing Order.

C. Term.

The Securitized Charge imposed by this rider shall become effective the first billing cycle of the month following the issuance of the Securitized Bonds and shall remain in effect until the complete repayment and retirement of the Securitized Bonds and payment of all other Ongoing Financing Costs.

D. Allocation.

Costs associated with repaying the Securitized Bonds shall be the same for all Customer classes; provided, however, the Securitized Charge shall not be billed to any Excluded Customer as provided in the Financing Order.

E. Securitization Charge.

The Securitized Charge shall be calculated by the Master Servicer pursuant to the terms and conditions of the Financing Order and provided to the Cooperative pursuant to the terms and conditions of the Master Servicing Agreement and the Financing Order.

F. Billing.

For customers who take service from the Cooperative (or its successors) under Cooperative's Distributed Generation Rider 202.9.1 or 202.9.2 or subsequent Distributed Generation Riders, the factors of this rider shall apply to the gross kWh of energy the Cooperative delivers to the customers. For all other rate schedules, the factors of this rider shall apply to the total billed kWh.

G. True-Up.

The Securitized Charge imposed by this rider shall be set and adjusted from time to time as set forth in any True-Up Letter delivered to the Cooperative by the Master Servicer for the Securitized Bonds, delivered under the terms of and in accordance with the Financing Order and the Master Servicing Agreement, by and between Rayburn Country Securitization LLC and Rayburn Country Electric Cooperative, Inc. The Securitized Charge set forth in any such True-Up Letter is hereby incorporated by reference. The calculation of any such True-Up is not subject to notice, review, appeal or protest, except for the review for mathematical accuracy as permitted by the Financing Order.

H. Non-Bypassability.

The Cooperative, as Member Servicer, and any successor servicer, must collect the Securitized Charge from all of its Customers connected to the Cooperative's system assets and taking service, other than Excluded Customers, regardless of whether such assets continue to be owned by the Cooperative or whether such Customers switch to another retail electric service provider or new on-site generation. Any Customer (excluding Excluded Customers) that switches to another retail electric service provider

must pay a termination fee or alternatively, the electric service provider must agree to impose and remit the charges in a manner as determined by the Cooperative which will not adversely affect the ratings on the Securitized Bonds. The termination fee shall equal the Securitized Charges billed to the Customer over the previous 12 months (or an approximate annualized amount, based on amounts billed to such customer to date, for Customers that have been billed the Securitized Charges for fewer than 12 months) multiplied by the remaining years that the Securitized Bonds are scheduled to be outstanding. In the event a Customer adds on-site generation, the Cooperative shall collect the Securitized Charge from the Customer based on the gross meter reading for that Customer.

204. Service Fees.

204.1 Trip Fee.

Except as provided in these rules, the Cooperative shall charge $50.00 for each trip to Customer's premises which is requested by the Customer or reasonably necessary under these rules or standard operating practice, (e.g. trip to Customer's premises for collection of a bill, connection, reconnection, trouble report investigation, or to make disconnection).

If a trip to Customer's premises is made outside of the Cooperative's normal working hours, Customer shall be charged $75.00.

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

204.2 Membership Fee.

Each Customer shall be charged a membership fee of $10.00.

204.3 Return Check.

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

204.4 Meter Test Fee.

The Cooperative may charge the Customer a fee which reflects the cost to test the meter, but not more than $25.00 for a residential Customer, if:

A. Customer's meter has been tested at Customer's request and within a period of four (4) years the Customer requests a new test, and

B. The Cooperative's meter test finds the meter to be within the accuracy standards established by the American National Standards Institutes.

The Customer may request the meter to be tested by an independent meter testing facility. Should the meter test within the accuracy standards established by the independent testing facility and the American National Standards Institutes, the Customer shall bear all cost associated with the test.

204.5 Switchover Fee.

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

A. The Cooperative shall charge the Customer the average labor and transportation costs incurred in making the disconnect.

B. Any unpaid construction, line extension, or other contract charges.

C. A charge for removal of any property, plant or facilities of the Cooperative used to provide service to the Customer if the customer requests removal or removal is required for legal or safety reasons, or by requirement of any authority.

D. A charge for distribution facilities rendered idle as a result of the disconnection and not usable on another part of the Cooperative's system based on the original cost of such facilities less depreciation, salvage and contributions in aid of construction, but including the cost of removing idled plant deemed by the Cooperative to be economically salvageable.

E. Prior to disconnection, the Customer shall pay the Cooperative for all service up through the date of disconnection as well as the charges set forth in this tariff. Upon receipt of payment, the Cooperative shall give the Customer a paid receipt.

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

204.6 Tampering Fee.

The term "meter tampering" as used herein applies to any instance in which a meter assigned to a member shows any evidence of having been entered by any person, firm or corporation other than a Cooperative employee in furtherance of the Cooperative's business. Tampering includes, but is not limited to, instance in which the seal is broken, jumpering the meter so as to bypass the meter and impair or defeat its measurement of energy, or reversing the meter so as to impair or defeat its measurement of energy. Tampering also includes any other act whether specifically covered herein which interferes with the meter's effectiveness to gauge the consumption of electric energy.

In cases of meter tampering or bypassing of meter, electric energy consumed, but not metered, may be estimated by the Cooperative based on amounts used under similar conditions during preceding years. Where no previous usage history exists or is considered unreliable due to meter tampering or bypassing of meter, consumption may be estimated on the basis of usage levels of similar customers and under similar conditions.

The Cooperative may charge a Tampering Fee that shall include a fee of $150.00, a Trip Fee for each trip to the premises required, and a charge for all labor, material and equipment necessary to repair or replace all equipment damaged due to meter tampering or bypassing of meter.

204.7 Collection Letter Fee.

A fee of $50.00 shall be charged for processing a registered or certified letter demanding payment of past due accounts.

204.8 Distributed Generation Application Fee.

Prior to review by the Cooperative of a Customer Distributed Generation (DG) interconnection application and DG plan, the Customer shall pay an application fee as indicated below.

A. An application fee of $600.00 for DG Facilities less than or equal to 60 kW.

B. An application fee of $2,000.00 for DG Facilities greater than 60 kW but less than or equal to 120 kW.

C. DG Facilities above 120 kW are subject to all fees or charges and equipment costs to accommodate such an installation, which shall be decided upon a case by case basis.

A separate fee must be submitted for each DG facility. The application tier shall be determined based on the total alternating current (AC) output capacity, in kilowatts (kW), of the DG Facility. In addition to the application fee, all facilities shall be subject to any applicable fees, charges, or equipment costs necessary to support the installation, as determined upon review.

204.9 Administrative Fees.

A $20.00 charge will be made by the Cooperative for those services provided in order to remotely connect a new Customer to the Cooperative's electric distribution system.

In the event where a Customer's service has been terminated or suspended due to any reason allowing for disconnection or suspension of service as set forth in the Cooperative Service Rules and Regulations, a $20.00 charge per event will be made by the Cooperative for those services provided in order to remotely disconnect or reconnect a Customer from the Cooperative's electric distribution system.

III – SERVICE RULES AND REGULATIONS

301. Application for Electric Service.

301.1 Application Required.

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

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

301.2 Membership in the Cooperative.

If Customer is not a member of the Cooperative, Customer 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.

In accordance with the Cooperative Bylaws, a husband and wife are accepted into joint membership and shall abide by provisions so set forth.

301.3 Offer to Purchase Electric Service.

Upon compliance with the provisions of Sections 301.1 and 301.2, applicant has made an offer to purchase electric energy from the Cooperative, the terms of which are contained in the Application for Membership and Agreement For Electric Service, these tariffs, and any applicable easement. If no easement is executed, the Customer will upon request by the Cooperative at any later time execute the Cooperative's standard right-of-way agreement granting to the Cooperative, at Customer's expense, a satisfactory easement across lands owned or controlled by the Customer. In the event the Customer shall divide premises by sale in such manner that one part shall be isolated from streets or alleys where the Cooperative's electric lines are accessible, the Customer shall grant or reserve an easement for electric service over part having access to electric lines for the benefit of the isolated part.

302. Establishment of Credit.

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

302.1 Amount of Deposit.

The initial deposit for permanent residential, commercial or large power service shall not exceed one-sixth (1/6) of the estimated annual billings. The Cooperative may require an applicant for temporary service or seasonal service or service to weekend or intermittent use installations to pay a deposit sufficient to reasonably protect the Cooperative against the assumed risk for any of such services.

302.2 Additional Deposit.

An additional deposit may be required if the average of the customers actual billing for the last 12 months or at least twice the amount of the original estimated annual billings and a disconnect notice has been issued for the account within the previous 12 months.

The Cooperative may require that an additional deposit be paid within 10 days after the Cooperative has issued a written disconnection notice and requested the additional deposit.

Instead of an additional deposit, the customer may pay the total amount due on the current bill by the due date of the bill, provided the customer has not exercised this option in the previous 12 months.

The Cooperative may disconnect service if the additional deposit is not paid within 10 days of the request, provided a written disconnection notice has been issued to the customer. A disconnection notice may be issued concurrently with either the written request for the additional deposit or current usage payment.

302.3 Temporary or Seasonal Service and for Weekend Residence.

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 treasonably protect the Cooperative against the assumed risk for any of such services.

302.4 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 Cooperative or execute a deferred payment agreement, if offered, and reestablish credit.

302.5 Credit History of a Spouse/Former Spouse.

The Cooperative may require a residential applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with rules for prompt payment of bills. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared the service. Credit history maintained by one must be applied equally to the other without modification and without additional qualifications not required of the other.

302.6 Payment History of Residential Applicant.

A residential applicant shall not be required to pay a deposit if the residential applicant has been a customer of any utility for the same kind of service within the last two years and is not delinquent in payment of any such utility service account, and during the last 12 consecutive months of service did not have more., than two occasion in which a bill for such utility service was paid after becoming delinquent and never had service disconnected for nonpayment; applicants are encouraged to obtain a letter of credit history from their previous utility, and utilities are encouraged to provide such information with final bills.

302.7 Satisfactory Credit Rating by Appropriate Means.

A residential applicant shall not be required to pay a deposit if the residential applicant demonstrates a satisfactory credit rating by appropriate means, including, but not limited to, the production of generally acceptable credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted by the Cooperative, or ownership of substantial equity.

302.8 Written Guarantee in Lieu of a Deposit

A residential applicant shall not be required to pay a deposit if the residential applicant furnishes in writing a satisfactory guarantee to secure payment of bills for the service required:

1. The guarantee shall be for the amount of deposit the Cooperative would normally seek on the applicant's account. The amount of guarantee shall be clearly indicated on any documents or letters of guarantee signed by the guarantor.
2. When the customer has paid bills for service for 12 consecutive residential billings without having service disconnected for nonpayment of bills and without having more than two occasions in which a bill was delinquent, and when the customer is not delinquent in the payment of current bills, the Cooperative shall void and return any documents or letters of guarantee placed with the utility to the guarantor.

302.9 Establishment of Credit by Customer.

An initial deposit may not be required from residential customers unless the customer has more than two occasions during the last 12 consecutive months of service in which a bill for utility service was paid after becoming delinquent or if the customer's service was disconnected for nonpayment. A deposit required pursuant to this section shall not exceed an amount equivalent to one-sixth of annual billings. Such deposit may be required to be made within ten days after issuance of written termination notice and requested deposit. In lieu of initial deposit, the customer may elect to pay the current bill by the due date of the bill, provided the customer has not exercised this option in the previous 12 months. The customer may furnish in writing a satisfactory guarantee to secure payment of bills in lieu of cash deposit.

302.10 Senior Citizen Deposits.

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 within the utility or another utility for the same service which accrued within the last two years.

302.11 Deposit Interest.

If the Cooperative requires a deposit to be made by a customer, the Cooperative shall pay interest on such deposits at the annual interest rate set by the Public Utility Commission of Texas, compounded annually. If a refund of deposit is made within 30 days of receipt of deposit, no interest payment is required. If the Cooperative retains the deposit more than 30 days, payment of interest shall be made retroactive to the date of deposit.

1. Payment of the interest to the customer shall be at the time the deposit is returned or credited to the customer's account.
2. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.

302.12 Deposit Records.

The Cooperative shall keep records to show:

1. The name and address of each depositor.
2. The amount and date of the deposit.
3. Each transaction concerning the deposit.

302.13 Deposit Receipts.

The Cooperative shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.

302.14 Unclaimed Deposits.

A record of each unclaimed deposit must be maintained for at least four years, during which time the Cooperative shall make a reasonable effort to return the deposit.

302.15 Refund of Deposits.

When the customer has paid bills for service for 12 consecutive residential billings or for 24 consecutive commercial or industrial billings without having service disconnected for nonpayment of bill and without having more than two occasions in which a bill was delinquent, and when the customer is not delinquent in the payment of the current bills, the Cooperative shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's bill, or void the guarantee.

303. Cooperative Action on the Application.

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

303.1 Granting Application.

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

303.2 Refusal of Service.

A. Grounds for Refusal of Service.

The Cooperative may refuse service if:

1. Credit.

   Applicant/Customer fails to establish credit and refuses to make a deposit.

2. Fulfillment of Conditions Precedent.

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

3. Indebtedness.

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

4. Membership.

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

5. Hazardous Condition.

   If it has come to the Cooperative's attention that Customer's installation or equipment is hazardous or of such character that satisfactory service cannot be given. The Cooperative does not by initiating service warrant or represent that Customer's installation or equipment is not hazardous or of such character that satisfactory service can be given.

6. False Name or Other Artifice.

   Customer or prospective Customer uses an alias, trade name, business name,

the name of a relative or another person or other artifice to avoid payment of electric service bills.

B. Insufficient Grounds for Refusal to Serve.

The following shall not constitute sufficient cause for refusal of service to a present customer or applicant:

1. Delinquency in payment for service by a previous occupant of the premises to be served;
2. Failure to pay for merchandise, or charges for non-utility service purchased from the utility;
3. Failure to pay a bill to correct previous under billing due to misapplication of rates more than six months prior to the date of application;
4. Violation of the Cooperative's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interferes with the services of others, or other services such as communication services, unless the customer has first been notified and been afforded reasonable opportunity to comply with said rules; Failure to pay a bill of another customer as guarantor thereto unless the guarantee was made in writing to the utility as a condition precedent to service, and
5. Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill. A customer may request a supervisory review if the Cooperative determines that evasion has occurred and refuses to provide service.

304. Contract for Service.

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

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

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

304.1 Terms of Contract.

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

304.2 Conditions to be Fulfilled by Applicant or Customer.

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

A. Comply with the Law.

Customer warrants to the Cooperative that he or she has complied with all Federal, State, County, and Municipal regulations governing the service applied for and shall remain in compliance. The Cooperative does not undertake to determine if Customer is in compliance with the law and the 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 or may refuse or discontinue service if Customer fails or refuses to comply with applicable state and municipal regulations.

B. Comply with Service Rules.

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

And

C. Customer's Installation.

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

And

D. Easement.

Customer shall grant or secure to the Cooperative at Customer's expense an easement, the form and content of which is satisfactory to the Cooperative. In the event the Applicant/Customer is not able to secure an easement acceptable to the Cooperative after reasonable attempts and the Cooperative acquires an easement, then Customer shall reimburse the Cooperative all costs;

And

E. Construction Costs.

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

304.3 Assignment of Contract.

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

304.4 Modification by the Parties.

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

305. Line Extension.

305.1 General Policy.

The Cooperative extends its distribution facilities to Customers in accordance with the following line extension provisions.

A. Permanent Residential Service.

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

1. Applicability.

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

a) be a permanent installation;

b) be a single- or multi-family dwelling unit not combined with or attached to other residential units; and

c) if located within a subdivision, the developer must have complied with the subdivision line extension policy of the Cooperative and paid all aid to construction required therein.

2. Point of Delivery.

The Cooperative extends its electric facilities only to the point of delivery. Customer shall install and be solely responsible for wiring of the installation and all service entrance wiring through the weatherhead. Customer shall furnish a disconnect switch below the meter loop on the Cooperative's pole. The Cooperative will be responsible for making connection between the Customer's disconnect switch and the meter loop. Customer shall not make this connection and is prohibited from connecting Customer's wiring at the Cooperative's meter, within Cooperative's breaker box, or to any other facilities of the cooperative.

3. Facilities Charge.

The Cooperative will contribute up to $1,500 to extend service to a permanent residential consumer. Any additional costs in excess of the Cooperative's contribution will be paid by the consumer. The cooperative requires payment in

advance. All amounts paid to the Cooperative for construction shall be non-refundable.

B. Non-Permanent and Temporary Line Extensions.

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

1. Point of Delivery.

The Cooperative extends its electric facilities only to the point of delivery. Customer shall install and be solely responsible for wiring of the installation and all service entrance wiring through the weatherhead. Customer shall furnish a disconnect switch below the meter loop on the Cooperative's pole. The Cooperative will be responsible for making connection between the Customer's disconnect switch and the meter loop. Customer shall not make this connection and is prohibited from connecting Customer's wiring at the Cooperative's meter, within Cooperative's breaker box, or to any other facilities of the cooperative.

2. Facilities Charge.

The Customer shall be required to pay in advance as a non-refundable aid to construction 100% of the actual cost of all construction, plus the cost of removal, less salvage value.

C. Residential Developments.

1. Applicability.

The Cooperative will construct a new extension of its overhead or underground distribution system to provide service within residential developments when five or more contiguous lots are scheduled for immediate development, under the following conditions:

a) The development is a platted residential subdivision to be primarily used or developed for single or multi-family residential dwelling units, which meet requirements set forth for a Permanent Installation and a Permanent Electric Service;

b) The development has an approved water and sewer system and improved roads;

c) The land developer shall become a member, establish credit, execute an electric service agreement, and comply with all other applicable provisions of the Service Rules and Regulations of the Cooperative;

d) The development, in the Cooperative's judgment, is not unduly speculative and will be developed in a planned manner;

e) The Cooperative at its sole discretion may install either a front or rear lot system;

f) The developer provides at no cost to the cooperative:

1) Right-of-way easements and covenants on owner's property that are satisfactory to the Cooperative;

2) Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.), notice of construction start dates and

construction schedules that are reasonable and industry typical for the type of work to be performed;

3) Survey points for grades, lot corners, street ROW, and other locations reasonably necessary for installation of the electric system.

2. Facilities Charge.

a) The Cooperative will contribute up to $2,500 per lot to extend service to the development. Any additional costs in excess of the Cooperative's contribution will be paid by the developer. The Cooperative requires payment in advance. All amounts paid to the Cooperative for construction shall be non-refundable.

D. All Other Extensions.

A contribution in aid of construction for provision of electric service is required for all extensions other than those provided for in sections 305.20 and 305.30 if the estimated annual revenue from Customer, excluding purchased power cost, is less than the revenue requirement associated with the Cooperative's system and direct investment costs of providing service to Customer. The amount of the customer's contribution in aid of construction for all other extensions shall be determined by the following formula. If the amount calculated below is zero or negative, no contribution in aid of construction is required for provision of electric service.

Coop's Allowable Investment = Annual Revenue / Return Factor
Total Project Cost = Direct Cost + System Cost
Customer's Contribution = Total Project Cost - Coop's Allowable Investment

Where:

Direct Cost = The cost of distribution or transmission facilities necessary to provide electric service to the Customer, determined by estimating all necessary expenditures, including, but not limited to overhead distribution facilities, metering and rearrangement of existing electrical facilities. This cost includes only the cost of the above-mentioned facilities that are necessary to provide service to the particular customer requesting service and does not include the costs of facilities necessary to meet future anticipated load growth, or to improve the service reliability in the general area for the benefit of existing and future customers

System Cost = Cooperative's average allocated investment costs and rate base items associated with transmission backbone facilities, distribution substation facilities and distribution backbone facilities as determined from the Cooperative's most recent cost of service..

Annual Revenue = Annual revenue from the Customer computed using estimated billing units less the estimated annual cost of purchased power.

Return Factor = The fixed charge rate, including O&M, Depreciation, Taxes and a return on investment, necessary to convert an annual

revenue stream to the total revenue associated with the life of the project.

The cooperative may require the payment of the total required customer contribution before beginning construction. Upon the satisfactory establishment of credit the consumer may enter into a five (5) year contract with the cooperative for the payment of the unpaid portion of the customer's contribution in aid of construction. Such payment shall be added to the monthly bill of the Customer and does not include the use of any energy. The Cooperative may require payment in advance of the entire customer contribution if the customer is unwilling, unable, or has failed to establish satisfactory credit. All amounts paid to the Cooperative for construction shall be non-refundable unless otherwise specifically stated in an agreement for provision of service.

For Customer's with loads greater than 1000 kW the Cooperative shall exercise prudent judgment in determining the conditions under which a specific line extension will be made and shall view each case individually. Special contractual arrangements will be made with the customer and may include contribution in aid of construction paid in advance of construction or as a monthly facilities charge, special contract minimums, special service specifications, special contract terms, or other arrangements or conditions deemed reasonable by the Cooperative.

305.2 Underground Service.

The Cooperative will provide underground facilities to serve any type of installation. The Customer shall pay the actual cost of construction less such amount as would have been the Cooperative's obligation if the service had been provided from overhead facilities.

305.3 Ownership of Distribution Facilities.

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

305.4 Relocation or Upgrade of Facilities.

The Cooperative will relocate its facilities on Customer's premises at Customer's request provided Customer has (1) provided a satisfactory easement for the new facilities; (2) paid in advance an estimate of all costs for the removal of the old facilities, less salvage value, and all costs for the construction of new facilities. If the Cooperative determines it is necessary to move its facilities because customer fails or refuses to allow the Cooperative access to Cooperative's facilities at any time then Customer may be billed the actual cost of relocation. If Customer requests or Cooperative determines an upgrade of facilities is reasonably necessary, the Customer may be required to pay an amount not to exceed the actual cost of all construction.

305.5 Area Lighting/Security Lighting.

The Cooperative installs a security light on the following terms:

A. The charge for installing and connecting a security light on an existing pole which has the appropriate secondary voltage is $35.00;

B. The Member is responsible for the initial capital cost of the security light, installation and major replacement costs. Cooperative will provide maintenance.

C. Installation of a security light which requires construction other than that specified above will require the Customer requesting the light to bear the total cost of material and labor necessary to install such light;

D. No installation charge shall be made when connecting existing security lights when in conjunction with a service connect.

E. The Cooperative will furnish the power and maintain the light as necessary during normal working hours.

The security light(s), pole(s) and material shall remain the property of the Cooperative and the applicant agrees to protect equipment from deliberate damage. In case of repeated vandalism, the Cooperative reserves the right to remove the equipment.

305.6 Line Clearance.

The Cooperative will assist in the transportation of oversized objects through the area or in the construction of buried pipelines or other objects with the Cooperative's right-of-way by temporarily de-energizing Cooperative facilities or temporarily relocating or raising electric facilities provided that the Cooperative receives compensation for all actual costs incurred. Actual cost shall mean:

A. Total of all costs including but not limited to labor, materials used, engineering, right-of-way acquisition and clearing;

B. Cost for vehicles used including mileage;

C. Cost for Cooperative employees involved.

305.7 Deferred Payment Plan.

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

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 Customer. Customer shall provide, at a suitable and easily accessible location, sufficient and proper space for installation of meters and other apparatus of the Cooperative. The Customer may be required to furnish and install, without cost to the Cooperative, other necessary metering equipment including:- (1) meter board, (2) meter loop, (3) meter rack, (4) metering enclosure, (5) safety service switches, (6) adequate earth ground, (7) an adequate anchor for service drops.

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 meets

industry standards; however, special meters not conforming to such standards may be used for investigation or experimental purposes.

306.3 Limitation of Service from Single Meter.

One residence and one residence only may be served from one meter. Each meter shall require a membership in the Cooperative. No business shall be served off a meter serving a residence, unless the residence and business are combined under a single roof.

307. Point of Delivery.

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

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

308. Initiation of Service.

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

A. Within seven (7) working days if no line extension or new facilities are required.

B. Within ninety (90) days for permanent residential service requiring a line extension or other facilities unless unavailability of materials causes unavoidable delay.

C. Extensions to other customer classes requiring line extensions may take longer than ninety (90) days.

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 shall inform the customer within ten 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 shall be explained to the customer following assessment of necessary line work.

320. Electric Energy.

320.1 Delivery of Electric Energy.

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

320.2 Characteristics of Electric Energy.

A. Voltage.

The Cooperative adopts the following standard voltages for distribution:

Overhead Secondary Service		Underground Secondary Service	
Single Phase	Three Phase	Single Phase	Three Phase,
120/240	120/208	120/240	120/208
240/480	120/240	277/480	

Overhead Secondary Service		Underground Secondary Service	
Single Phase	Three Phase	Single Phase	Three Phase,
	240		
	480		
	277/480		

Insofar as practicable the Cooperative maintains its standard voltages within the variations permitted under industry standards. Customer should obtain from the Cooperative the phase and voltage of the service available before committing to the purchase of motors or other equipment.

B. Frequency.

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

321. Method of Providing Service.

321.1 Overhead Service Drop.

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

321.2 Underground Electric Service.

Electric service from underground distribution facilities is available to customers who meet the requirements of these service rules and regulations. In areas served by the Cooperative's underground distribution system phase and voltage of electric service may be limited to that which can be provided from existing facilities. Underground conductors are usually connected to the Cooperative's overhead distribution facilities at a location outside the Customer's premises or at a suitable location on Customer's premises. Conditions of underground service are as follows:

A. The location and routing of underground distribution facilities is determined by the Cooperative.

1. Customer may be required to provide at his/her expense, pads for padmount transformers, conduit and other associated equipment prior to commencement of construction.
2. Before the installation of underground distribution facilities, Customer will complete rough site grading, establish final grade along conductor route, expose to view any underground installation including gas lines, water lines, wastewater lines, communication lines, etc.; and clear the area of all obstructions. No change shall be made in the grade along the conductor route without the consent of the Cooperative. Any change in grade which requires lowering electrical conductors is at the expense of the Customer.

321.3 Mobile Home Parks.

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

321.4 Multi-Family Residences.

Electric service is provided through individual meters for each living unit.

321.5 Connection at Point of Delivery.

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

322. Continuity of Electric Service.

322.1 Reasonable Diligence.

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

322.2 Service Interruptions.

Service interruptions may occur. Customer is responsible for installing and maintaining protective devices as are recommended or required by the most current edition of the National Electrical Code and other such devices as are necessary or advisable to protect Customer's equipment or process during irregular or interrupted service including, but not limited to, voltage and wave found irregularities, or the failure of part or all of the electrical service. When interruptions do occur the Cooperative shall re-establish 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, and on occasions when the Cooperative's wholesale power suppliers, or any of them, fails to deliver sufficient power and/or energy to the Cooperative.

322.3 Service Irregularities.

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

322.4 Investigation of Service Interruptions and Irregularities.

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

322.5 Liability Indemnity and Disclaimer of Warranties.

A. Liability/Indemnity.

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

Except to the extent injuries, death, or damage have been caused by the cooperative's gross negligence or willful misconduct as provided in this section, it is the express intention of customer to indemnify the cooperative for the consequences of its own negligence. Without limiting the foregoing, cooperative is not and shall not be liable to customer for damages occasioned by: (a) irregularities or interruptions (of any duration), or failure to commence electric service, caused in whole or in part by (1) governmental or municipal action or authority, litigation, public enemies, strikes, acts of god (including weather and its resulting consequences), (2) an order of any court or judge granted in any bona fide adverse legal proceeding or action or any order of any commission or tribunal having jurisdiction in the premises, (3) situations or conditions described in the second paragraph of Section 322.2 of these service rules, (4) the absence, inadequacy or failure of protective devices which are the responsibility of the customer, (5) inadequacy or failure of generation or transmission facilities, or (6) any other act or thing reasonably beyond the control of company or as may be authorized elsewhere in this tariff for electric service; or (b) any interruption of service not occasioned by situations or conditions described in (a) above that has not existed continuously for beyond a reasonable period of time after notice to

cooperative, which reasonable period shall under no circumstances be less than twenty-four (24) hours or any interruption of service of greater than a reasonable duration if the cooperative has used reasonable diligence in attempts to restore electric service after the cooperative is notified of such interruption.

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

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

B. Disclaimer of Warranties.

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

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

323.1 Receipt of Electric Energy.

A. Exclusive Use.

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

Customer may not connect his lines to another source of electric energy in a manner that may permit electric energy to flow into Cooperative's system from such source without a written agreement with the Cooperative.

B. Customer's Installation.

Customer shall at all times maintain his/her installation in accordance with the latest revision of the National Electrical Code published by the National Fire Protection Association and/or The National Electrical Safety Code published by the Institute of Electrical and Electronics Engineers, Inc. as well as other applicable standards that may be imposed by law, ordinance or regulation.

323.2 Customers Use of Electric Energy.

A. Permitted Uses.

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

B. Resale Prohibited.

Customer shall not resell electric energy unless specifically provided for in writing by the Cooperative.

C. Interstate Transmission of Electric Energy Prohibited.

The Cooperative does not provide electric service to any member located outside the State of Texas or is connected to any conductors all or part of which is located outside the State of Texas. Customer shall not transmit electric energy provided by the Cooperative outside the State of Texas.

D. Uses Prohibited by Law.

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

323.3 Customer's Electrical Load.

A. Load Balance.

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

B. Allowable Motor Starting Currents.

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

Single Phase	10 HP
Three Phase	30 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 Customer's service will not be adversely affected. Any motor starting devices are to be of a type approved by Cooperative and are to be provided and installed by Customer.

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, locomotives, shovels, feed grinders, etc., whose use of electricity is intermittent and subject to violent fluctuations, is provided to such equipment as a part of Customer's installation or by a transformer dedicated solely to that equipment and served as a separate account. Except for individual transformer type arc welders whose rated primary input current does not exceed 15 amperes at 120-volt operation or 30 amperes at 240-volt operation (38 amperes if Customer is served by an individual transformer), Customers contemplating the

installation of such equipment are to make specific prior arrangements with Cooperative.

D. Equipment Necessary to Limit Adverse Effect.

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

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

E. Voltage and Wave Foci is Sensitive Equipment.

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

F. Change in Customer's Electrical Load.

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

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

323.4 Power Factor.

If the power factor of Customer's load is less than 100%, Cooperative may require Customer to install appropriate equipment to maintain a unity power factor or at Cooperative's option, to reimburse Cooperative for installing the necessary equipment.

323.5 Access.

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

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

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

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

324. Billing.

The Customer shall be obligated to pay the total amount of charges for electric service shown on the Customer's bill. Such charges shall be calculated in accordance with the Cooperative's latest approved rate schedule or schedules applicable to the class or classes of service furnished to Customer and these rules. Bills shall be rendered promptly following the reading of meters.

324.1 Determining Usage of Electric Energy.

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

If service is not measured at the point of service delivery, measured usage shall be adjusted to reflect actual usage. However, an adjustment to measured usage will not be required if metering at primary voltage provides an economic benefit to the customer (i.e. qualification for a less costly service rate or avoidance of multiple metering resulting in a higher total bill) and the contract for service specifies that measured usage will not be adjusted for transformation and line losses.

324.2 Meter Reading.

The Cooperative reads meters monthly except meters designated to be read by Customers. Customers are required to read the meter(s) on their premises monthly if so advised by the Cooperative. If a Customer fails to report a meter reading for 3 consecutive months the Cooperative may read the meter and may charge a trip fee. Unless specifically stated in the applicable rate schedule, all charges are based on a billing

month. A billing month or billing period is the period between two consecutive meter reading dates and typically ranges from 28 to 33 days. The Cooperative may check the meter reading of any meter at any time.

324.3 Estimated Billing.

Electric energy as well as demand may be estimated by the Cooperative when there is good reason for doing so, such as inclement weather, personnel shortage, inability to gain access, etc. provided an actual meter reading is taken every 3 months.

324.4 Meter Test and Accuracy Adjustment.

Upon request of a Customer and if he or she desires in the Customer's presence or the presence of his or her authorized representative, the Cooperative shall make a test of the accuracy of Customer's meter. The test shall be made during the Cooperative's normal working hours at a time convenient to the Customer if he or she desires to observe the test. The test may be made on the Customer's premises or at a test laboratory as determined by the Cooperative. Following completion of testing, the Cooperative shall promptly advise the Customer of the date of removal of the meter, if removed, the date of the test, the result of the test, and who made the test. If any meter is found to be outside of the accuracy standards- established by the American National Standards Institute, Incorporated, proper correction shall be made according to 203.3.

324.5 Minimum Charges.

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

The minimum charge may be increased in accordance with the Cooperative's line extension policy for new construction. Usually the amount of such increase will be stated in the Agreement for Electric Service.

324.6 Terms of Payment.

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

324.7 Disputed Bills.

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

Customers shall not be required to pay the disputed portion of the bill which exceeds Customer's average monthly usage at current rates pending the resolution of the dispute, but in no event more than sixty (60) days. For purposes of this rule only, the

Customer's average monthly usage at current rates shall be the average of the Customer's gross utility service for the preceding 12-month period. When no previous usage history exists, consumption for calculating the average monthly usage shall be estimated on the basis of usage levels of similar customers and under similar conditions.

324.8 Deferred Payment Plan.

A. The Cooperative may in its discretion enter into a deferred payment plan for any amount owed to the Cooperative or any portion thereof The Cooperative shall offer upon request a deferred payment plan to any residential 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. Cooperative is not required to enter into a deferred payment agreement with any Customer who is lacking sufficient credit or a satisfactory history of payment for previous service when that Customer has had service from the present Cooperative for no more than three months. In cases of meter tampering, bypass, or diversion, Cooperative may, but is not required to, offer a Customer a deferred payment plan.

B. A deferred payment plan may include a five percent (5%) penalty for late payment but shall not include a finance charge.

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

D. 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.

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

324.9 Cancellation of Agreement.

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

324.10 Transfer of Delinquent Balance.

If Customer has an outstanding balance due from another account on the same rate schedule, Cooperative may transfer that balance to a current or active account of Customer. The delinquent balance and specific account shall be identified on the bill.

325. Customer Relations.

325.1 Available Information.

A. Facilities for Providing Electric Service.

The Cooperative maintains at each of its business offices and makes available to applicants and others entitled to the information a current set of maps, plans, and records showing the facilities available for service.

B. Cost of Providing Service.

Prospective residential applicants are informed of the lowest-priced service alternatives available giving consideration to equipment options and installation charges, if any. Cooperative does not assume responsibility that Customer receives electric service under the most favorable rate schedule. If a change in Customer's load or installation occurs which would make Customer eligible for a more favorable rate schedule, it is Customer's responsibility to notify Cooperative in writing of such changes and request that a different rate schedule be applied. Cooperative is not required to bill Customer under the more favorable rate schedule until a written Agreement For Electric Service is in effect between Customer and Cooperative specifying the new rate schedule. When Customer selects a rate schedule, or changes its installation to be eligible for selection of new rate schedule, Cooperative is not required to make any refunds covering the difference between the charges under the rate schedule in effect and those under any other rate schedule which would be applicable to the same service.

C. Tariffs.

At each of its business offices, the Cooperative maintains and makes available for inspection a copy of its current tariffs including all rate schedules and rates relating to service. A copy of any applicable portion of the tariff will be provided upon request. Notice of the availability of such tariffs is posted in each business office in the same area where applications for service are received.

D. Meter Reading.

Upon request, the Cooperative advises its Customers of the method of reading meters.

325.2 Customer Complaints.

A. Upon complaint to the Cooperative by a Customer either at its office, by letter or by telephone, the Cooperative shall promptly make a suitable investigation and advise the complainant of the results thereof.

B. In the event the complainant is dissatisfied with the Cooperative's report, the Cooperative advises the complainant of the Cooperative's complaint process.

C. The Cooperative keeps a record of complaints showing the name and address of the complainant; the date and nature of the complaint and the adjustment or disposition thereof for a period of two 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.

340. Small Power Production and Cogeneration.

The Cooperative's "Distributed Generation Procedures and Guidelines Manual for Members" ("DG Manual") contains the Cooperative's requirements for interconnection and parallel operation of small power production and cogeneration and is hereby incorporated in the Cooperative's Service Rules and Regulations. The applicable provisions of the DG Manual, and the Cooperative's Service Rules and Regulations, apply to Parallel DG and Isolated DG, as those terms are defined in the DG Manual.

350. Customer Initiated Discontinuance of Service.

350.1 Customers Request.

Any Customer desiring to discontinue electric utility service from the Cooperative shall make a request identifying the Customer, the service location where discontinuance is desired, and the date service is requested to be discontinued. Such request shall be made to a Customer Service Representative at any office of the Cooperative in person or by telephone.

350.2 Disconnection.

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

351. Cooperative Initiated Discontinuance.

351.1 Reasons for Discontinuance.

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

A. Nonpayment of a Bill.

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

Or

B. Breach.

If Customer fails or refuses to perform any obligation under the terms of the Agreement for Electric Service or a deferred payment agreement.

Or

C. Interference with Service.

If Customer violates any rule pertaining to the use of electric service in a manner which interferes with or is likely to cause interference with electric service to other Customers or operates nonstandard equipment, provided that the Cooperative has made a reasonable effort to notify the Customer and provided there has been a reasonable opportunity to remedy the situation.

Or

D. Failure to Make Application for Service.

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

Or

E. Refusal of Access.

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

Or

F. Default on Guaranty Agreement.

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

Or

G. Backbilling.

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

H. Hazardous Condition.

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

Or

I. Meter Tampering.

If Cooperative's meter which serves Customer has been tampered with or bypassed, the Cooperative may discontinue service. For purposes of this section, meter tampering, bypass, or diversion shall be defined as tampering with an electric meter or equipment, bypassing the same, or other instances of diversion, such as physically disorienting the meter, objects attached to the meter to divert service or to bypass, insertion of objects into the meter, and other electrical and mechanical means of tampering with bypassing, or diverting electrical service or there has been a theft of electric service (Section 31.04 of the Penal Code of the State of Texas) or criminal mischief having damaged or tampered with the Cooperative's property (Section 28.03 of the Penal Code of the State of Texas).

The Cooperative may charge for all labor, material and equipment necessary to repair or replace all equipment damaged due to meter tampering or bypassing or other service diversion, and other costs necessary to correct service diversion where there is no equipment damage, including incidents where service is reconnected without authority. An itemized bill of such charges must be provided to the Customer. The Cooperative may also estimate and bill the Customer for

electric service over the entire period of meter tampering, meter bypassing or service diversion and for labor to calculate the un-metered usage.

Or

J. Failure to Comply with Deposit Arrangements.

If the Customer fails to comply with arrangements made with the Cooperative for a deposit or additional deposit under Section 302 Establishment of Credit.

Or

K. Service Connected Without Authority.

If the Customer connects a meter with the authority of the Cooperative.

351.2 Notice of Disconnection.

A. Proper Notice Prior to Disconnection for Nonpayment.

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

B. Disconnection Without Notice.

Electric service may be disconnected without any notice to Customer if: (1) a hazardous condition exists, (2) for meter tampering or bypassing or (3) service connected without authority.

C. Disconnection After Reasonable Notice.

1. Electric service may be disconnected for violation of service rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment [Section 351.1C], if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.

2. Electric service may be disconnected for failure to make application for service [Section 351.1(D)]; refusal of access [Section 351.1(E)]; failure to pay a bill to correct previous underbilling [Section 351.1(G)]; default on guarantee agreement [Section 351.1(F)]; if reasonable notice is given.

3. Reasonable notice shall consist of a separate mailing or hand delivery at least ten (10) days prior to a stated date of disconnection with the words

"termination notice" or similar language prominently displayed on the notice.

351.3 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 if service is discontinued. Each time a Customer seeks to avoid termination of service under this rule, the Customer must have the attending physician call or contact the Cooperative within 16 days of issuance of the bill. A written statement must be received by the Cooperative from the physician or health care provider within twenty-six (26) days of the issuance of the Cooperative's bill. The prohibition against discontinuance of service provided by this rule shall last sixty-three (63) days from the issuance of the Cooperative's bill or such lesser period as may be agreed upon by the Cooperative and the Customer. The Customer who makes such request shall enter into a deferred payment plan.

351.4 Effect of Discontinuance of Service.

A. Customer's Obligations.

Discontinuance of service shall not relieve Customer from any obligation to the Cooperative or lessen or change any obligation in any manner.

B. Cooperative's Rights.

Discontinuance of service shall not reduce, diminish, or eliminate any legal right or remedy accruing to the Cooperative on or before the date of discontinuance, nor shall discontinuance operate as a waiver of any legal right or remedy. Failure of Cooperative to discontinue electric service at any time after default or breach of this tariff or to resort to any legal remedy or its exercise of any one or more of such remedies does not affect the Cooperative's right to resort thereafter to any one or more of such remedies for the same or any default or breach by Customer.

351.5 Dismantling of Cooperative Facilities.

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

351.6 Liability for Discontinuance of Service.

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

351.7 Refund of Membership Fee.

Within a reasonable time after discontinuance of service (normally 30 days) the Cooperative shall make reasonable efforts to refund Customer's membership fee by mail to the last known address of the Customer if Customer is no longer required to maintain a membership.

351.8 Refund of Deposit.

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

351.9 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 for merchandise, or charges for nonutility service

C. Failure to pay for a different type of class of utility service unless fee for such service is included on the same bill.

D. Failure to pay the account of another customer as guarantor thereof unless the Cooperative has in writing the guarantee as a condition precedent to service.

E. Failure to pay charges arising from an underbilling occurring due to any misapplication of rates more than six months prior to the current billing.6)Failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with and such underbilling charges are due under 351.11.

F. Failure to pay an estimated bill other than a bill rendered pursuant to an approved meter-reading plan, unless the Cooperative is unable to read the meter due to circumstances beyond its control.

351.10 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 Cooperative are not available to the public for the purpose of making collections and reconnecting service.

370. Definitions.

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

370.1 Actual Cost.

The total cost of all construction, including not only the labor and materials used in constructing the extension, but also engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension or project.

370.2 Agreement for Electric Service.

A written contract between Cooperative and Customer under which Cooperative provides electric service. Also may be referred to as Application for Membership and Electric Service.

370.3 Codes.

Codes governing electrical installations.

370.4 Commission.

The Public Utility Commission of Texas.

370.5 Conductors Considered Outside of Building.

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

370.6 Connected Load.

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

370.7 Contribution in Aid of Construction.

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

370.8 Cooperative.

Trinity Valley Electric Cooperative, Inc., its successors and assigns.

370.9 Customer.

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

370.10 Customers Electrical Load.

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

370.11 Customers Electrical Installation.

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

370.12 Demand.

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

370.13 Demand Interval.

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

370.14 Distribution System.

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

350.15 Dwelling Unit.

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

370.16 Electric Service.

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

370.17 Energy.

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

370.18 Inspection Authority.

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

370.19 Kilowatt.

1,000 watts; abbreviated "kW."

370.20 Kilowatt-Hour.

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

370.21 Load Factor.

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

occurring in the designated time period. The designated time period is the number of hours in a month or the number of hours in a year.

370.22 Maximum Electrical Load.

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

370.23 Meter.

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

370.24 Permanent Electric Service.

Electric service provided to Customer for a period of time in excess of a year and not used for short-term, temporary or seasonal periods of less than twelve months except that construction power is not considered to be permanent electric service even though provided for a continuous period of time in excess of twelve months.

370.25 Permanent Installation.

Any installation that is:

A. Constructed on or permanently affixed to a concrete slab or concrete piers (not blocks) and which is actually used or occupied on a permanent full-time basis;

Or

B. Any other structure which meets all of the following criteria:

C. The structure which must be impractical to move. Mobile homes with wheels, trailer hitch, and axle removed are considered impractical to move;

D. The structure must be actually used or occupied on a permanent fulltime basis;

E. The structure must be located on property owned by the Customer or leased by the Customer;

F. The structure must be permanently connected to a water system and must also be permanently connected to a sewer or septic system.

370.26 Person.

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

370.27 Point of Delivery.

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

370.28 Power.

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

370.29 Power Factor.

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

370.30 Raceway.

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

370.31 Rate Schedule.

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

370.32 Service Availability Statement.

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

370.33 Service Drop.

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

370.34 Service Entrance Conductors.

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

370.35 Service Rules and Regulations: or Service Rules.

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

370.36 Tariffs.

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

370.37 Temporary Electric Service.

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

370.38 Watt.

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

370.39 Watt-Hour.

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

Revision Log

Board Approved Date	Effective Date	Section	Revisions
4/18/2017		202.8	Revise descriptions
		202.9.1, 202.9.2	Add Distributed Generation Riders
		340	Revise to reflect 202.9.1, 202.9.2 and "Distributed Generation Procedures and Guidelines Manual for Members"
		101.3	Add cities
		350.1	Eliminate written requirement for discontinuance of service
7/xx/2017		202.7	Remove Large Industrial Rate, Mark Open
		324.10	Remove Levelized Billing, Mark Open
		350.1	Eliminate written requirement for discontinuance of service
		401 to 407	Removed all Forms
		204.8	Add Remote Connect and Disconnect
		305.5	Revise Lighting Installation Charge descriptions reflecting revised 202.8 Rates
6/26/2018		202.2	Add Residential Prepaid Rider
2/26/2019		202.11	Revisions
		Rider EETS	Add Rider EETS
12/22/2020		101.3	Add Kemp, Mesquite and Terrell; correct Caney City (Caneyville)
11/23/2021		305.c.2(a)(b)	(a) Revise Cooperative contribution amount, (b) strike Lighting
1/13/2022		203.8	Add Securitized Charge for Senior Secured Cost Recovery Bonds, Series 2022 to Billing Adjustments
2/22/2022		204.8	Add Distributed Generation Application Fee
10/18/2022		204.9	Add Administrative Fees
	3/1/2023	202.11.1	Update to Rider EETS per PUCT
11/26/2024	2/21/2025	202.1, 202.2, 202.4, 202.5, and 202.8	Rate Changes
3/25/2025		202.7	Add Auxiliary Services for Distributed Generation

			Facilities
1/27/2026	1/27/2026	202.9.1, 202.9.2, 204.8, 322.5, 324.10, 340, and 370.9	Revise distributed generation rider and related provisions, remove obsolete Rider 202.9.2, revise indemnification provision, add transfer of delinquent balance provision, and clean up revisions for consistency.
4/1/2026		Section 200 – Retail Rates	COSS Rate Change 2/21/2025 – Phase 2