BANDERA ELECTRIC COOPERATIVE, INC.

TARIFF FOR ELECTRIC SERVICE

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BANDERA ELECTRIC COOPERATIVE,

INC. TARIFF FOR ELECTRIC SERVICE

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I

UTILITY OPERATIONS

101. Description of Electric Utility Operations

101.1 Organization

Bandera Electric Cooperative, Inc. is an electric cooperative corporation organized and operating under the Electric Cooperative Corporation Act (Art. 1528b, Vernon's Annotated Codes and Statutes) and the laws of the State of Texas and is owned by its members. The Cooperative's business affairs are managed by a board of directors who are elected to the board from and by the Cooperative's Members in accordance with the provisions of the bylaws.

101.2 Type of Service

The Cooperative provides electric utility service through the operation of a retail electric distribution system. The Cooperative does not engage in the generation of electric power, but instead purchases electric energy requirements primarily from the Lower Colorado River Authority.

In November of 2015, the Board of Directors of the Cooperative elected to provide broadband services beginning in 2016, in addition to Electric Service. A reference in these Tariffs to "electric service" or "Electric Service" is not a reference to Broadband Services provided by the Cooperative.

101.3 Service Area

A. Certification

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

B. Counties

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

Bandera	Medina
Bexar	Real
Kendall	Uvalde
Kerr	

C. Cities

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

Bandera
Boerne
Leakey

D. Broadband Service

The Cooperative's provision of broadband service is not limited to the geographical area defined in the Certificate of Convenience and Necessity issued to the Cooperative for providing Electric Service.

102. Purpose and Scope of Tariff

This tariff defines the service relationship between the Cooperative and persons desiring or receiving electric utility service from the Cooperative. The use of gender specific pronouns has been avoided whenever possible. However, where such avoidance would have led to very awkward sentences, masculine pronouns were used. This use should be considered to refer to both genders.

Care has been exercised in the use of the words Applicant and Member throughout this tariff. The use of these words in any given section of this tariff commonly apply to a person requesting electric service, or presently receiving electric service, respectively. There may be rare circumstances where the use of the words Applicant or Member, as defined above, may be improper. In such instances, the use of the words shall be interchangeable.

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 Application and Agreement for Electric Service and other services provided by the Cooperative.

For the defined service relationship between the Cooperative and persons desiring or receiving broadband services from the Cooperative please refer to the then current Broadband Services Agreement and current Broadband Terms and Conditions documents.

103. Applicability of Tariff

This tariff is applicable to the provisions of all electric utility service by the Cooperative in all areas in which the Cooperative provides service except as may be precluded by law.

104. Severability

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

105. Modification of Tariffs

This tariff may be changed, modified, or abrogated in whole or in part by any Regulatory Authority having jurisdiction thereof, whether or not at the request of the Cooperative, a Member, or otherwise. Any changed tariff shall be applicable to service provided from and after the effective date of such change.

106. 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
RATES & FEES CLASSIFICATIONS

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. Upon request for service by an applicant or for a transfer of service by a member, the Cooperative will inform the applicant or member of the Cooperative's lowest-priced alternatives available at the member's location, beginning with the lowest-price alternative.

Rate classifications and assignments for broadband services by the Cooperative will be available to residential users at the Cooperative's website.

202. Rate Classifications

202.1 General Service – Single-Phase and Three-Phase

A. Availability

General Service Single-Phase and Three-Phase is available in accordance with the Cooperative's Service Rules and Regulations to all members with the exception of those classified under the Irrigation Rate Schedule.

B. Type of Service

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

C. Rate – See Section 403

D. Minimum Charge

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

(1) The Availability Charge in Section 402.1 or the amount stated in any agreement with the member, whichever is greater; and

(2) Any applicable billing adjustments; and

(3) Any applicable service fees.

E. Billing Adjustments

This rate is subject to all applicable billing adjustments, including the Purchased Power Cost Adjustment (PPCA).

F. Terms of Payment

Each bill for utility service(s), regardless of the nature of the service(s), is due sixteen (16) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received in the office of the Cooperative on or before the date such bill is due, the member's account will be considered delinquent and subject to late payment fee (See Section 401.1) and disconnection.

202.2 Large Power

A. Availability

Available with the exception of Irrigation usage in accordance with the Cooperative's Service Rules and Regulations to all members whose peak demand was equal to or greater than 50 kW for three (3) months or more during the twelve-month period preceding the current billing period.

Any new account with a transformer capacity of 50 kVA or greater (except Irrigation class) that has not established a prior service history with the Cooperative shall be classified under the appropriate rate schedule in accordance with a demand estimate performed by the Cooperative.

B. Type of Service

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

C. Rate – See Section 402.2 (availability, capacity), 403.2 (energy/delivery charges)

D. Demand Charge

The maximum average kilowatt demand measured over a period of fifteen (15) or sixty (60) consecutive minutes during the billing period.

E. Minimum Charges

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

(1) The Availability and Capacity Charge (Billing Demand Charge, per kWh) in Section 402.2 or the amount stated in the Electric Service Agreement, whichever is greater; and

(2) Any applicable billing adjustments; and

(3) Any applicable service fees.

F. Billing Adjustments

This rate is subject to all applicable billing adjustments, including the PPCA.

G. Terms of Payment

Each bill for utility service(s), regardless of the nature of the service(s), is due sixteen (16) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received in the office of the Cooperative on or before the date such bill is due, the member's account will be considered delinquent and subject to late payment fees and disconnection.

202.3 Outdoor Light Service

A. Availability

Single Phase Outdoor Light Service is available to all members in accordance with the Cooperative's Service Rules and Regulations for pole-mounted area outdoor lighting near the Cooperative's electric distribution lines.

B. Type of Service

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

C. Conditions of Service

(1) There is a non-refundable installation fee (see Section 401.2) for the installation, relocation, and/or upgrade of each outdoor light.

(2) In the event the installation of poles or other facilities is required, the member must pay:

(a) An engineering fee (see Section 401.2) to the Cooperative for the Cooperative to begin engineering services for the installation, plus

(b) In the event that the installation of poles or other facilities are required, a nonrefundable contribution-in-aid of construction charge equal to the estimated cost of any additional electric facilities (e.g., poles, wire, transformers, etc.) is required to be paid in advance of construction.

(3) Refer to Section 403.3 for available lights. If, for any reason, an existing light is no longer offered, the Cooperative will continue to maintain existing lights until such time as the bulb or fixture requires replacement. At such time, the member will be given the option of either having the Cooperative replace the existing fixture with an LED of equivalent lumen output light fixture and adjust the monthly charge to the appropriate rate or remove the light and associated facilities.

(4) The Cooperative shall furnish, install, and maintain the outdoor lighting equipment on an existing pole, belonging to the Cooperative, electrically connected so that the power for operation of the light does not pass through the meter that is installed for the member's other usage.

(5) The lighting equipment shall remain the property of the cooperative.

D. Rate – See Section 403.3

E. Billing Adjustments

This rate is subject to all applicable billing adjustments, including the PPCA. For purposes of calculating billing adjustments, energy usage, if applicable, shall be determined in accordance with lamps on the Cooperative's property controlled by photocell or by calculation of energy use based on hours of daylight. Billing adjustments, including PPCA, shall be applied for the entire billing period and shall not be prorated. LED lights are billed at a fixed cost per fixture.

F. Terms of Payment

Each bill for utility service(s), regardless of the nature of the service(s), is due sixteen (16) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received in the office of the Cooperative on or before the date such bill is due, the member's account will be considered delinquent and subject to late payment fees and disconnection.

202.4 Reserved for Future Use

202.5 Irrigation

A. Availability

Irrigation service is available in accordance with the Cooperative's Service Rules and Regulations to all members with Irrigation uses.

B. Type of Service

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

C. Rate – See Section 403.4

D. Capacity Charge (Billing Demand Charge, per kW).

The maximum average kilowatt demand measured over a period of fifteen (15) or sixty (60) consecutive minutes during the billing period.

E. Minimum Charges

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

(1) The Availability and Capacity Charge (Billing Demand Charge, per kWh) in Section 402.3 or the amount stated in the Electric Service Agreement, whichever is greater; and

(2) Any applicable billing adjustments; and

(3) Any applicable service fees.

F. Billing Adjustments

This rate is subject to all applicable billing adjustments, including the PPCA.

G. Terms of Payment

Each bill for utility service(s), regardless of the nature of the service(s), is due sixteen (16) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received in the office of the Cooperative on or before the date such bill is due, the member's account will be considered delinquent and subject to late payment fees and disconnection.

202.6 Pre-Paid Service

A. Availability

Available to members receiving Single-Phase service under the "General Service – Single Phase and Three Phase" tariff (Section 202.1).

B. Application

(1) Any eligible new or existing member with single-phase service may request participation in the pre-pay program by signing a contract.

(2) A new member requesting the pre-pay program will be required to pay a one-time $25 membership fee.

(3) A new member requesting the pre-pay program will not be required to pay a security deposit.

(4) Any accrued consumer deposit on an existing member's account at the time of entry to the pre-pay program will be applied to the member's account to pay past due amounts, and any remaining to purchase energy.

(5) After consumer deposit has been applied, any balance will be paid with 50% of member's future pre-pay payments until the remaining balance is paid in full.

(6) A reconnection fee will not be assessed to members participating in Pre-Paid Service when service is stopped due to a lack of prepayment and then reinstated after purchase is made.

(7) Members taking standard service who have been disconnected for non-payment and elect to reconnect under the Pre-Paid Service will be assessed a reconnection fee (see Section 401.1).

(8) By signing the Pre-Paid Service application, you agree to allow BEC, its agents or contractors to contact you by telephone, email, text and any automatic telephone dialer, and leave a prerecorded and or text message on that number. Member is responsible for any applicable charges incurred on their behalf for message delivery.

(9) Electric service will be subject to immediate disconnection any time the account does not have a credit balance. Service turned off due to a credit deficit will remain disconnected until the outstanding balance is paid.

(10) In order to maintain uninterrupted electric service, the pre-pay account is required to have a credit balance.

C. Daily Rate

(1) The daily service type Availability Charge (see Section 402.1) shall be the standard rate monthly availability charge multiplied by 12 months and divided by 365 days with the charge stated at six decimal places.

(2) The daily usage charges shall be the Delivery/Distribution charge, plus the Energy Charge and PPCA factors applied under the standard rate (see Section 403).

(3) Any applicable fees multiplied by 12 months and divided by 365 days with the charge stated at six decimal places.

D. Provisions

(1) Members may purchase pre-paid electric service by internet, telephone, payment kiosk, or during normal business hours at any Cooperative office.

(2) The Cooperative will monitor usage of participating pre-pay members and send notices of account activity and disconnection. Participating members can choose to receive notifications by electronic mail, text message or phone calls (or a combination of the three options). All notifications will be generated from the automated system.

E. Other

Except as modified herein, all other provisions of "General Service – Single Phase and Three Phase" tariff shall apply.

F. Member is required to maintain a credit balance above $0.00 to avoid interruption of service. If balance falls below $0.00, the member account will be disconnected. If member is disconnected, the member will be required to reestablish account with a minimum $25.00 credit.

202.7 Small Power Distributed Generation (DG) Purchases from Producer

A. Compensation for energy produced for all DG installations May 19, 2016

Purchases under this tariff are limited to situations where the Producer's primary intent is to off-set his or her on-site consumption with on-site generation. Other situations are negotiated on a case-by-case basis.

This rate is not applicable to temporary, shared, or resale service. The Producer may connect multiple DG Facilities behind a single Cooperative meter, but the total connected maximum rated output shall not adversely affect the Cooperative's electric system. This rate is applicable to service supplied at one point of delivery. If any part of these sections shall be in conflict with any other provision of this tariff, these sections shall control.

Determination of on-site excess generation and on-site consumption shall be accomplished by interconnection through a single meter with two registers where one register measures all energy supplied by the Cooperative in excess of on-site generation, and the other register measures all energy supplied by the Producer in excess of on-site consumption.

For power produced in excess of on-site requirements, where the energy supplied by the Producer is in excess of on-site consumption, the Producer shall be compensated at the Cooperative's avoided wholesale power cost as defined in Section 202.7(B).

In the event where the monetary credit exceeds the billed amount, the credit shall be applied in the subsequent bill.

For the energy supplied by the Cooperative as defined, the Cooperative shall bill the Producer according to the Cooperative's applicable retail rate schedule.

B. For the purposes of this small power production tariff, the Cooperative's avoided wholesale power cost, if any, (see Section 403.1) will be calculated based upon Cooperative's energy-only cost, as determined by Cooperative at its sole discretion.

202.8 Time-Based Usage (TBU) Voluntary Energy Efficiency Program

A. Availability

Voluntary program available to members under the "General Service – Single Phase and Three Phase" tariff (Section 202.1). There is a one-time opt out within the first twelve (12) months.

B. Type of Service

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

C. Rate – See Section 403.6.

D. Minimum Charge

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

(1) The Availability Charge in Section 402.1 or the amount stated in any agreement with the member, whichever is greater; and

(2) Any applicable billing adjustments; and

(3) Any applicable service fees.

E. Billing Adjustments

Subject to all applicable billing adjustments, including the PPCA.

F. Terms of Payment

Each bill for utility service(s), regardless of the nature of the service(s), is due sixteen (16) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received in the office of the Cooperative on or before the date such bill is due, the member's account will be considered delinquent and subject to late payment fees and disconnection.

When the member terminates service on this rate, member is ineligible for service under this rate for a period of one year from termination date. No adjustments will be made to prior bills if you would have paid less under the standard Single-Phase rate.

202.9 Electric Vehicle Charging Rider (EVCR)

A. Availability.

Voluntary program available to members owning an Electric Vehicle Charger(s) (EVCR).

B. Type of Service

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

C. Conditions of Service & Rates

(1) Member / owner shall complete the application and agreement to enroll in the EVCR program.

(2) Rate: See Section 403.6 for the applicable time-based usage voluntary energy efficiency program rates for Normal and Peak time rates. See Section 403.7 for Electric Vehicle Charger Economy Time Rates.

(3) If Member chooses to opt out of the EVCR program, the kilowatt hours consumed during the billing period shall be billed at the applicable general service single or three-phase rate schedule (see Section 403) or time-based usage voluntary energy efficiency program rate (see Section 403.6).

D. Eligibility

To be eligible, members must have completed the following:

(1) Installation of EV Charger capable of integrating with the cooperative's billing system or installation of EV Charger with Apolloware. The Apolloware hardware will be provided free of charge and receive access to usage data free of charge for five years.

(2) Reliable Internet service.

(3) If current member is not the property owner of the account(s) where the EV Charger is installed, member must have a signed landlord approval agreement of installation.

(4) Member must have internet at the service location and will be responsible for communication material and labor provided by BEC.

E. Lack of Device Access

If the Cooperative is unable to remotely access the EV Charger for thirty (30) consecutive days, the member/owner will be removed from the current EVCR, and kilowatt hours consumed will be billed at the applicable general - single or three- phase rate schedule (see Section 403) or time-based usage voluntary energy efficiency program rate (see Section 403.6).

203. Billing Adjustments.

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

203.l Purchased Power Cost Adjustment (PPCA)

The Board of Directors may elect to apply or suspend a Purchase Power Cost Adjustment (PPCA) clause at any time at their sole discretion.

The PPCA shall be applied on a uniform basis across rate classes to each successive months' billing until over/under collection is fully refunded or recovered.

203.2 Franchise Fee Adjustment

For service rendered to members within the incorporated limits of a municipality which imposes a gross receipts fee upon the revenues received by the Cooperative from its members, the Cooperative shall calculate an applicable fee adjustment to be a separately stated adjustment on each such member's bill. The amount of the separately stated fee adjustment shall be determined by the following formula:

$$FFA = TAB \times GRFR$$

Where,

FFA = Franchise fee adjustment.

TAB = Total amount billed for electric service under any applicable tariff or rate, excluding sales tax and any other amounts which are deductible under provisions of the Cooperative's franchise with the municipality within which incorporated limits member's service is rendered.

GRFR = Gross receipts fee rate (expressed as a decimal) levied by the municipality within which incorporated limits member's service is rendered.

203.3 Sales Tax

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

203.4 Meter Error Adjustment

If billings for electric service at a specific point of delivery (an account) are found to differ from the Cooperative's approved rates for the service being purchased by the member, the Cooperative fails to bill the member for such service, or if a meter is found to be outside the accuracy standards established by the American National Standards Institute, Inc., a billing adjustment shall be calculated by the Cooperative. An adjustment to the account of the member currently served at this location shall be made for the previous six (6) months of the under billing or overbilling, or as provided by law. No refund is required from the Cooperative except to the member currently served at this location. If an overbilling is adjusted by the Cooperative within three billing cycles of the bill in error, interest shall not accrue. Unless otherwise provided in this section, if an overbilling is not adjusted by the Cooperative within three billing cycles of the bill in error, interest shall be applied to the amount of the overbilling at the rate set by the Cooperative annually for a calendar year. Interest on overbillings that are not adjusted by the Cooperative within three billing cycles of the bill in error shall accrue from the date of the bill in error. All interest shall be compounded monthly based on the annual interest rate. Interest shall not apply to leveling plans or estimated billings. Interest shall not apply to under billed amounts unless such amounts are found to be the result of theft of service (meter tampering, bypass, or diversion) by the member. Interest on under billed amounts shall be compounded monthly at the annual rate and shall accrue from the day the member is found to have initiated the theft of service. If the under billing is $25 or more, the Cooperative shall offer the member a deferred payment plan option for the same length of time as that of the under billing. A deferred payment plan need not be offered to a member who's under billing is due to theft of service.

203.5 Power Factor Adjustment

If the average power factor is lower than ninety percent (90%), the measured demand may be increased by one percent (1%) for each one percent (1%) by which the power factor is less than ninety percent (90%) lagging.

204. Service Fees – Member Requests

204.1 Membership Fee – See Section 401.1

Each applicant shall be assessed a membership fee upon submitting Application for Service. Applicants electing to participate in the Pre-Pay program will also pay a membership fee at the time of application.

204.2 Meter Connect or Disconnect Fee – See Section 401.1

The member shall pay a Meter Connect or Disconnect Fee for each connect or disconnect of the meter, this fee shall be assessed on the member's next monthly electric bill. This fee will not be assessed should the request be made by a governing entity or law enforcement.

204.3 Temporary Service Fee for Real Estate Showing – See Section 401.1

Realtors requesting temporary service for a real estate showing (4-day max) will be required to pay the fee for temporary service. Fee is assessed at the time of the request. No membership fee or application is necessary.

204.4 Voltage, Outage, and Meter Testing Fees – See Section 401.1

All member requests to investigate member power issues suspected to be caused by BEC or BEC equipment, later investigated and determined to be caused by the member or member's installation or equipment will be assessed a Voltage, Outage, or Meter Testing Fee. No Voltage, Outage, or Meter Testing fee will be charged if an investigation determines the power issue was caused by BEC.

204.5 Meter Loop Purchased and Re-inspection Fees – See Section 401.1

A member may purchase a 200-amp overhead meter loop from the cooperative for a new service within the BEC territory prior to the cooperative's construction of this service. This meter loop will be installed on the BEC meter pole. If the member chooses to have someone other than the Cooperative install a meter loop and it fails our inspection, an additional meter loop inspection will be required after correction to the installation has been made. The member will be assessed the additional meter loop inspection fee for the reinspection

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204.6 Clearances Fee – See Section 401.1

A Clearance Fee will be assessed anytime BEC is required to provide a temporary interruption to the members facilities.

204.7 General and Miscellaneous Fee –See Section 401.1

In order to cover the cost of member requests similar but not explicitly listed under member requests section, a General and Miscellaneous fee will be assessed on the next regular billing cycle of the Cooperative. No charge will be made to investigate an outage, voltage complaint, or service irregularity unless the outage or power issue was caused by the member or member's installation or equipment.

204.8 Retail Electric Service Switchovers – See Section 401.1

A request to switch service of a consuming facility to another utility that has the right to serve that facility shall be handled pursuant to Public Utility Commission of Texas Substantive Rule 25.27, a copy of which will be provided upon request. When the Cooperative is the disconnecting utility, a Base Charge (see Section 401.1) plus a variable charge covering the following will be assessed:

A. Direct and indirect labor and transportation costs associated with removing any distribution facilities rendered idle. This charge shall also include an amount based upon the original cost of the distribution facilities rendered idle and not reusable elsewhere on the system, less depreciation and salvage value.

B. Prior to any disconnection under this tariff, the member shall pay to the Cooperative all charges for electric utility service through the date of disconnection, contractual commitments and charges for disconnection set forth in this tariff. Upon payment of such charges, the Cooperative shall give the member a paid receipt, for presentation by the member to the connecting electric utility.

C. In accordance with the Substantive Rules of the Public Utility Commission of Texas, the Cooperative member 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 member has paid for electric service through the date of disconnection and any charges for disconnection under this tariff.

204.9 Open Records Request Fee – See Section 401.1

Any member request for copies of non-confidential records, will be assessed the Open Records Request Fee.

205. Enhanced Services Fee

205.1 Same Day Service - See section 401.1

All member requests for unscheduled same day service will be assessed the Same Day Service Fee.

205.2 Energy Audit - See Section 401.1

An energy audit reveals crucial energy improvements that can cut energy use, save money, and improve the comfort of the home or commercial property. BEC's certified energy auditor conducts a room-by-room examination of your property, conducts a blower door test, performs a thermographic scan and reviews past utility bills. This service can be request through a one-time fee (see section 401.1) on the members next utility bill.

205.3 Apolloware - See Section 401.1

A member can request Apolloware separate from the Energy Saver Program or DG requirements. This request will be fulfilled when the Member agrees to the one-time fee (see section 401.1) which includes purchasing the hardware and installation and monitoring access for five years. At the end of five years the member will maintain monitoring access for $8 per month. Member must have internet at the service location and will be responsible for communication material and labor provided by BEC.

206 Other Fees

206.1 Disconnect for Non-Payment Fee – See Section 401.1

The Cooperative shall assess a fee for each reconnection of a delinquent service disconnected for non-payment. This fee shall be assessed on the member's next monthly electric bill.

206.2 Meter Tampering Fee – See Section 401.1

If a member (or non-member) is found to have tampered with a meter or is otherwise obtaining electric service in an illegal manner, and/or not within our electric service standards the Cooperative shall charge a Meter Tampering Fee. The Cooperative shall disconnect the service and service shall not be restored until the member has paid the Meter Tampering Fee plus any associated expenses (e.g., damaged equipment, security deposit, etc.) and all charges for unmetered consumption as determined by the Cooperative as provided in the Tariff. The Cooperative may require member to execute new or additional agreements as a condition of restoration of service.

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 based on usage levels of similar installations and under similar conditions.

206.3 Late Payment Fee – See section 401.1

The Cooperative shall assess a penalty on each delinquent bill per Section 401.1 late payment fee percentage.

206.4 Returned Check Fee – See Section 401.1

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

206.5 Broken Meter Seal Fee – See section 401.1

BEC does not permit members or electricians to cut meter seals. In the event a broken meter seal is identified, the Cooperative has the right to assess a Broken Meter Seal Fee.

III
OBTAINING ELECTRIC SERVICE

301. Application for Electric Service

301.1 Application Required

Any person desiring to receive electric service from the Cooperative shall apply for such service by properly completing, signing, and filing an Application and Agreement for Electric Service. A separate Application and Agreement for Electric Service is required for each location where delivery of electric energy is desired, whether or not for initiation or renewal of service or otherwise. An Application and Agreement for Electric Service is filed when it is received by an appropriate Cooperative employee at any office of the Cooperative.

The Application and Agreement for Electric Service must be in the true name of the person desiring to receive electric service. The Cooperative may require suitable identification and a single mailing address be designated for billing purposes on all accounts of the same Member.

301.2 Membership in the Cooperative

If Applicant is not a Member of the Cooperative, Applicant shall properly complete, sign, and file an Application and Agreement for Electric Service accompanied by the payment of one (l) membership fee.

Refer to Section 401.1 for membership fee.

301.3 Offer to Purchase Electric Service

Upon compliance with the provisions of Sections 301.1 and 301.2, Applicant has made an offer to purchase electric energy from the Cooperative, the terms of which are contained in the Application and Agreement for Electric Service, these tariffs, and any applicable easement.

302. Establishment of Credit

At any time before Applicant's offer to purchase electric service is agreed to by the Cooperative, the Cooperative may require Applicant, regardless of the type of service applied for, to demonstrate and satisfactorily establish credit in such form and manner as may be prescribed by the Cooperative. The satisfactory establishment of credit shall not relieve the Applicant from complying with tariff provisions for prompt payment of bills. Credit history shall be applied equally for a reasonable period of time for a spouse or former spouse who shared the service. Credit history maintained by one must be applied equally to the other without additional qualifications not required of the other. Notwithstanding any provision of these rules to the contrary, the following rules shall apply to the establishment of credit.

302.1 Establishment of Credit for Permanent Residential Applicants

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

A. Payment History

1. If it is undisputed that applicant has been a customer of a utility providing electric service and is not delinquent on payments during the last twelve (12) consecutive months of service.

2. Applicant did not have more than one occasion in which a bill for such utility service was paid after becoming delinquent and never had service disconnected for nonpayment; or

B. Guarantee (As of 1/1/2021, no longer available for new accounts or members)

If the Applicant for permanent residential service furnishes in writing a satisfactory guarantee to secure the payment of bills for electric service;

1. Unless otherwise agreed to by the guarantor, the guarantee shall be for the amount of deposit the utility 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; or

2. When a Member has paid bills for service for twelve (12) consecutive residential billings without having service disconnected for nonpayment of bills and without having more than two (2) occasions in which a bill was delinquent, and when a Member

is not delinquent in the payment of current bills, the utility shall void and return any documents or letters of guarantee placed with the utility to the guarantor; or

C. Senior Citizens

If the Applicant for permanent residential service is sixty-five (65) years of age or older and does not have an outstanding account balance with the Cooperative; or

D. Other Means

If the permanent residential Applicant demonstrates a satisfactory credit rating by appropriate means, including letters of credit reference.

302.2 Reestablishment of Credit

Every Applicant who has previously been a Member of the utility 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. The burden shall be on the Cooperative to prove the amount of utility service received but not paid for and the reasonableness of any charges for such unpaid service, as well as all other elements of any bill required to be paid as a condition of service restoration.

302.3 Security Deposit

If the credit of an Applicant for any type of service has not been established satisfactorily to the Cooperative, the Applicant may be required to make a deposit. If an Applicant is required to make a deposit the Cooperative shall pay interest on such deposit at an annual rate as follows:

> The rates of interest to be paid on security deposits in accordance with Tex. Rev. Civ. Ann. Art. 1440a (Vernon 1989) and overbilling or under billings in accordance with P.U.C. SUBST. R. 23.45(h), are established annually on December 1 for the subsequent calendar year by the Commission, as reflected in the Order Setting Interest Rates included in this tariff. Payment of the interest to the Member shall be retroactive to the date of deposit, paid monthly, and credited to the Member's account. The deposit shall cease to draw interest on the date it is returned or credited to the Member's account. If a refund of deposit is made within thirty (30) days of receipt of deposit, no interest payment is required.

302.4 Amount of Deposit for Permanent Residential, Commercial, and Industrial Service

The required deposit for permanent residential or commercial or industrial service shall be the equivalent of one-sixth ($1/6^{th}$) of the estimated annual billings; but not less than the minimum deposit amount as described in Section 401.1. If actual use is at least two (2) times the amount of the estimated billings, a new deposit requirement may be calculated. If such additional deposit is not made, the Cooperative may disconnect the service. If a Member is disconnected for nonpayment, his or her deposit shall be increased provided that the total deposit does not exceed one-sixth ($1/6^{th}$) of estimated annual billings.

A. The new deposit may only be required if the Member has received at least one (1) late notice in the previous twelve (12) months.

B. In the event the service is disconnected for non-payment, the Member shall pay a newly calculated deposit in addition to the past due amount(s) before reconnection.

302.5 Records of Deposits

A. The utility shall keep records to show:

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

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

302.6 Deposit for Temporary, Seasonal Service, or Weekend Residences

The Cooperative may require an Applicant for temporary service or seasonal service or service to weekend or intermittent use installations to pay a deposit sufficient to reasonably protect the Cooperative against the assumed risk for any of such services.

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 and Agreement for Electric Service (conditionally, subject to these rules) or refusing service in accordance with this tariff.

303.1 Granting Application

The Cooperative may grant an application by:

A. Signature

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

B. Initiating Service

Making electricity available at the service location.

303.2 Refusal of Service

The Cooperative may refuse service if:

A. Credit

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

B. Fulfillment of Conditions Precedent

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

C. Membership

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

D. Hazardous Condition

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

303.3 Insufficient Grounds for Refusal to Serve

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

A. delinquency in payment for service by a previous occupant to be served; or

B. failure to pay for merchandise, or charges for non-utility service purchased from the utility; or

C. failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application; or

D. violation of the utility's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interferes with the service of others, or other service such as communication services, unless the Member has first been notified and been afforded reasonable opportunity to comply with said rules; or

E. failure to pay a bill of another Member as guarantor thereof, unless the guarantee was made in writing to the utility, as a condition precedent to service; or

F. failure to pay the bill of another Member at the same address except where the change of Member/Applicant identity is made to avoid or evade payment of a utility bill. A Member/Applicant may request a supervisory review if the utility determines that evasion has occurred and refuses to provide service.

304. Contract for Service

The grant of an Application and Agreement for Electric Service shall operate as an acceptance of Applicant's offer to purchase electric service.

304.1 Terms of Contract

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

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

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

A. Comply with the Law

Applicant warrants to the Cooperative that he 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 Applicant is in compliance with the law and the provision of service shall not be construed as any indicia of compliance; however, the Cooperative may require a copy of any approval required by law, ordinance or regulation prior to the provision of service; and

B. Comply with Service Rules

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

C. Applicant's Installation

Applicant warrants to the Cooperative that Applicant's installation is constructed in accordance with the National Electrical Code approved by the American National Standards Institute, any other state, county, or municipal codes or regulations, or Bandera Electric Cooperative, Inc. requirements, whichever is more stringent, and will be maintained in such manner as to conform to such standards. The Cooperative does not undertake to determine if Applicant'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 Applicant's installation does not conform to such standards, Applicant may be required to conform prior to the provision of service; and

D. Easement

Applicant shall grant an easement to the Cooperative, the right to construct, operate, access, maintain, and furnish Cooperative services, including electric and communications distribution facilities, which the Cooperative considers necessary. The easement shall be included on the application for each type of service request.

E. Construction Costs

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

304.3 Assignment of Contract

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

304.4 Modification by the Parties

The Application and Agreement for Electric Service may be modified or terminated by the agreement of both the Cooperative and the Member only if such agreement is made in writing and signed by both parties.

305. Line Extension

305.1 General Policy

It is the stated policy of this Cooperative, that electric service be extended to all unserved persons or establishments within its designated service area; PROVIDED, HOWEVER, that in extending electric service paramount consideration shall be given to maintaining the financial soundness of the Cooperative through the prudent application of available resources and by assuring that service extension will be self-amortizing over a reasonable future time period.

A. New Construction

The Cooperative extends its distribution facilities to Applicants in accordance with the line extension provisions outlined in this Section. Each provision classifies the predominate type of electric service/use anticipated on Applicant's premises and specifies conditions under which a line extension may be made. For each location where electric service is desired, Applicant's classification involves an evaluation of the type of installation, its use, as well as the frequency and duration of type of installation, its use, as well as the frequency and duration of energy consumption which may be expected. Applicant's classification shall be determined by the Cooperative at its sole discretion. In the event that the classification assigned by the Cooperative is incorrect based on Applicant's subsequent actual use of the installation and/or usage of energy, then the Cooperative may alter Applicant's classification and apply the correct line extension classification, making appropriate adjustment to the Applicant's account or billing, including requiring a payment of non-refundable contribution-in-aid to construction.

All wiring, poles, lines and other equipment beyond the point of delivery shall be considered the distribution system of the Applicant and shall be furnished and maintained by the Applicant. All power and energy delivered beyond the point of delivery shall be the responsibility of the Applicant and the Cooperative will not be liable for claims, injuries or damages to persons or property occurring on the Applicant's side of the point of delivery.

The term shall begin upon thirty (30) days after service is made available, or the date on which the service is connected, whichever is sooner.

Applicants are required to sign a separate Application and Agreement for service for each of the Applicant's delivery points.

B. Engineering Fees

Applicants and persons requesting new service, new outdoor lighting involving construction of poles and wires., a service upgrade, or a relocation, shall be charged a non-refundable Engineering Fee for each application / request for field or in-office engineering and clerical work to prepare cost estimates, staking sheets, permits, easements, or any other documentation necessary for construction and record keeping.

The Engineering Fee shall be paid at the time of Application /Request. Where an easement(s) is/are necessary, there will be a recording fee that shall be paid prior to construction.

Any request or Application that is ready for construction but is on hold waiting for the Applicant to pay contribution in aid to construction fees, or is otherwise placed on hold by the Applicant, may be cancelled three (3) months after the engineering is complete, or upon three (3) months of inactivity on the part of the Applicant.

If the line extension has been designed to the Applicant's designated point of delivery and the Applicant subsequently requests a redesign of the line extension, the Applicant shall be required to provide an additional non-refundable Engineering Fee at the time of this request.

The Applicant shall be responsible for locating and clearly marking existing underground facilities, including private gas lines, private water lines, private wastewater lines, private communication lines, private electric lines, etc. along the conductor route. All costs are to be borne by the Applicant.

See Section 401.2 for Engineering Fees.

305.2 General Service Single-Phase Service

A. Permanently Occupied Installations

The Cooperative will construct an extension of its overhead or underground distribution system to Applicant's point of delivery for a Permanently Occupied Installation.

See Section 401.3 for the construction allowance amount.

Extensions will be staked from the Cooperative's existing facilities over the shortest feasible and cost-effective route. Construction costs shall be based on the Cooperative's latest available standard unit cost schedule. The Applicant shall be required to pay to the Cooperative a non-refundable contribution in aid-to-construction charge for any estimated construction costs in excess of the construction allowance, prior to construction.

The Cooperative will have sole discretion in determining if a location will be a Permanently Occupied Installation or if the location shall be a non-permanently occupied installation. The Cooperative will use reasonable judgment and may require the Applicant to provide information necessary to make this decision.

Applicant shall be required to sign an Application and Agreement for Electric Service and the minimum charge will apply thereafter if electric service is provided at the location.

B. Non-Permanently Occupied Installations

The Cooperative will construct an extension of its overhead or underground distribution system to Applicant's point of delivery for non-permanently occupied full-time installations (e.g., movable installations or installations occupied on a seasonal or intermittent-use basis such as hunting camps, weekend or seasonal homes, ranch tenant houses, barns, workshops, livestock pens, stock water wells, electric gate openers, RV parks, fireworks stands, subdivision water wells, speculatively built homes and property developed for rental or lease purposes where a reasonable possibility exists that it will not be occupied on a permanent full-time basis).

See Section 401.3 for the construction allowance amount.

Extensions will be staked from the Cooperative's existing facilities over the shortest feasible and cost-effective route. Construction costs shall be based on the Cooperative's latest available standard unit cost schedule. The applicant shall be required to pay to the Cooperative a non-refundable contribution-in-aid to construction charge for any estimated construction costs in excess of the construction allowance, prior to construction.

Applicant shall be required to sign an Application and Agreement for Electric Service and the minimum charge will apply thereafter if electric service is provided at the location.

C. Temporary Service

The Cooperative will construct an extension of its overhead distribution system for the purpose of providing temporary service (e.g.: interim construction power for construction of a residence).

The contractor or other person desiring temporary service shall be required to pay in advance a nonrefundable contribution in aid-to-construction charge equal to the total estimated cost of all construction and removal, less estimated salvage value; such amount to be calculated on the basis of the Cooperative's adjusted standard unit price schedule. Temporary service is limited to a period of 365 days.

The Cooperative will have sole discretion in determining if a location will be a Permanently Occupied Installation or if the location shall be a non-permanently occupied installation. The Cooperative will use reasonable judgment and may require the Application to provide information necessary to make this decision.

Applicant shall be required to sign an Application and Agreement for Electric Service and the minimum charge will apply thereafter if electric service is provided at the location.

305.3 General Service Three-Phase Service

The Cooperative will construct a three-phase extension of its overhead or underground distribution system to Applicant's point of delivery. The minimum charge established in the applicable rate schedule will apply as long as service is used at the location.

See Section 401.4 for the construction allowance.

Extensions will be staked from the Cooperative's existing facilities over the shortest feasible and cost-effective route. Construction costs shall be based on the Cooperative's latest available standard unit cost schedule. The applicant shall be required to pay to the Cooperative a non-refundable contribution in aid-to-construction charge for any estimated construction costs in excess of the construction allowance, prior to construction.

The Cooperative will have sole discretion in determining if a location will be a Permanently Occupied Installation or if the location shall be a non-permanently occupied installation. The Cooperative will use reasonable judgment and may require the Application to provide information necessary to make this decision.

Applicant shall be required to sign an Application and Agreement for Electric Service and the minimum charge will apply thereafter if electric service is provided at the location.

305.4 All Extensions

A contribution in aid of construction for provision of electric service is required for all extensions.

305.5 Outdoor/Street Lighting

The Cooperative agrees to install outdoor/street lighting at locations designated by the Applicant and mutually agreed upon by the Cooperative and as needed to comply with any laws, ordinances or regulations. The Applicant shall be required to pay a non-refundable contribution in aid-to-construction charge equal to the estimated cost of any additional electric facilities (e.g., poles, wire, transformers, etc.) in advance of construction.

The Cooperative does not offer any custom lighting solutions at this time. The Cooperative will install its standard light, as selected by the Applicant, unless the Applicant desires to install his own custom lighting. In such instances, the Cooperative will determine the impact and address custom solutions on a case-by-case basis.

The Cooperative shall own, operate, maintain and repair the Cooperative's standard lighting facilities. The monthly charge for outdoor/street lighting will be in accordance with the applicable rate schedule in the Tariff, Section 403.3.

Applicant shall be required to sign an Application and Agreement for Outdoor Light and the minimum charge will apply thereafter as long as electric service is provided at the location.

305.6 Underground Extensions and Conversions

The Cooperative will construct an underground extension to an Applicant's point of delivery; however, Applicants desiring an underground extension are required to pay any applicable non-refundable contribution-in-aid to construction charges.

Upon request, the Cooperative shall consider converting its overhead system to an underground system, provided the Member has granted a satisfactory easement and paid in advance, a non-refundable contribution in aid-to-construction charge equal to the estimated installation cost of the new underground facilities and the estimated cost of removing the overhead facilities, Applicant shall be required to sign an Application for Electric Service or a Relocation/Upgrade and the minimum charge will apply thereafter as long as electric service is provided at the location.

In the event the Cooperative is removing/replacing poles during a conversion from overhead to underground and the Member wants the poles, a Pole Release Agreement must be signed by the Member.

The Cooperative shall have the right to refuse the installation of an underground system, if it is determined that the proposed facilities would be unreasonably difficult to build, maintain, or would otherwise jeopardize the system's reliability.

Electric service from underground distribution facilities is available to Applicants requesting such service. In areas served by the Cooperative's underground distribution system, phase and voltage of electric service may be limited to that which can be provided by existing facilities. Underground conductors are usually connected to the Cooperative's overhead distribution facilities at a location outside the Applicant's premises or at a suitable location on the Applicant's premises. The location and routing of underground distribution facilities is determined by the Cooperative.

The Applicant shall be responsible for acquiring, providing and completing the following portions of the underground distribution system and all costs are to be borne by the Applicant:

1. Locate and clearly mark existing underground facilities including private gas lines, private water lines, private wastewater lines, private communication lines, private electric lines, etc. along the conductor route.
2. Concrete, silt screens, grass seeding, or other materials as required to control ditch erosion and to re-establish vegetation along conductor route.

Notes:

a. No change will be made in the final grade along the conductor route without the consent of the Cooperative.
b. Any change in grade which requires lowering or rerouting of electrical conductors is at the expense of the Applicant/Member/Developer.

The Cooperative shall provide and install the following portions of the underground system upon payment of any applicable charges. The Cooperative will provide, install and maintain equipment.

1. Design of underground system
2. Permits, traffic control barriers, barricades, signs, etc. required by governmental authorities having legal jurisdiction
3. Rough site grading
4. Final grade along conductor route and at all pad locations
5. Primary and secondary ditches
6. Road bores
7. Primary and secondary conduits with nylon pulling strings inside conduits. Conduits shall be capped one foot above finished grade, except those secondary conduits terminating at a meter socket or main disconnect panel shall be extended to the meter socket or panel
8. Approved select backfill
9. Risers
10. Equipment pads
11. Junction boxes and internal components
12. Transformers and internal components
15. Primary, secondary, and grounding conductors
16. Secondary connectors at transformer
17. Elbows
18. Ground rods and ground rods clamps
19. Warning tape
20. Warning signs
21. Lightning arrestors
22. Terminators
23. Conductor splices
24. Concrete cap containing red dye if required by the Cooperative or governmental authorities having legal jurisdiction; and
25. Final backfills

Applicant shall be required to sign an Application and Agreement for Electric Service and the minimum charge will apply thereafter as long as electric service is provided at the location.

305.7 Subdivision Development

A. General Requirements

Service will not be extended to any use on a lot, tract, or parcel of land in a subdivision, as defined by Texas law, until, without expense or obligation to the Cooperative, the following requirements are completed:

The plat of the entire subdivision shall conform to the laws of the State of Texas including approval by the appropriate governmental authority under Texas law (See Section 501.1) and filing of the subdivision plat in accordance with Texas law with the County Clerk of the County wherein the subdivision is located, and CAD file and PDF file thereof is supplied to the Cooperative. This PDF File shall have inscribed upon it all information pertinent to its recording in the County Clerk's office.

Without expense or obligation to the Cooperative, every corner of a lot, tract, or parcel of land, in the subdivision shall be staked conforming to the plat of the subdivision filed in accordance with Texas law and with the County Clerk of the County wherein the subdivision is located. In those instances where the properties are deeded to the center of the road right-of-way, it is the obligation of the developer to stake all angle points that define the outer boundaries of the road rights-of-way.

The owner of the entire subdivision shall acknowledge in the presence of a notary public prior to filing the subdivision plat with the County Clerk the following Utility Right-of-Way grant evidenced upon the face of the plat of the subdivision filed with the County Clerk of the County wherein the subdivision is located, to wit:

> It is understood and agreed that perpetual easements are reserved for the installation and maintenance of utilities and all

necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten (10) feet of the rear, front, and side lines of all lots and/or tracts and in the streets, alleys, lanes, and roads of this subdivision, and ten (10) feet along the outer boundaries of all streets, alleys, boulevards, lanes and roads where subdivision lines or lots of individual tracts are deeded to the center line of the roadway. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those facilities for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from the right-of-way and easement, the right to clear the easement area and to keep it clear of all brush, trees, structures, and other obstructions, including the right to cut all weak, leaning, or dangerous trees located outside the easement area which are tall enough to strike the electric facilities in falling. The easement rights herein reserved include the privilege of clearing a right-of-way for and anchoring of any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision. Utilities shall have the right to install and

maintain locks in gates as necessary or appropriate for the right of ingress to and egress from the easement area. The foregoing notwithstanding, the utility may relocate its facilities and right-of-way over the premises to conform to any future highway or street relocation, widening, or improvement.

The owner of the subdivision shall be required to pay a non-refundable Engineering Fee of per linear foot of lot frontage, as reflected on the plat, for overhead and underground facilities; (See Section 401.5) This fee shall be paid prior to the Cooperative performing any engineering associated with the extension of a trunk line for the subdivision. Additional engineering charges may apply should outside contracting services be required.

The owner of the subdivision signs a Subdivision Electric Service Agreement and pays any applicable costs associated with the extension of the Cooperative's overhead or underground facilities to provide electric service to the subdivision. This agreement shall be signed, and the cost shall be paid prior to the Cooperative granting final approval of the subdivision.

B. Subdivisions with Electric Service to Ultimate Delivery Point for All Lots

The Cooperative will construct a new extension of its overhead or underground distribution system to provide residential or commercial developments scheduled for immediate development and the electric trunk line extension will include the construction of the electric facilities to the ultimate delivery point for each lot within the development.

The owner of the development shall be required to pay, in advance of construction, a nonrefundable contribution in aid-to-construction charge equal to the estimated cost of construction of the trunk line. The owner shall be required to pay any additional costs due to, but not limited to, any unforeseen circumstances such as permitting, change orders and terrain.

C. Subdivisions with Electric Primary Distribution Backbone Facilities Only

The Cooperative shall construct a new extension of its overhead or underground distribution backbone facilities to residential or commercial developments.

The owner of the development shall be required to pay, in advance of construction, a nonrefundable contribution in aid-to-construction charge equal to the estimated cost of construction of the backbone trunk line. (See Section 401.5). The owner shall be required to pay any additional costs due to, but not limited to, any unforeseen circumstances such as permitting, change orders and terrain. The owner of the development will not be eligible for any refunds for the cost of constructing these electric facilities. The future property owners shall be responsible for those costs associated with the extension of Cooperative electric facilities to serve their individual lots.

305.8 Relocation of Existing Facilities

Upon request, the Cooperative shall relocate / upgrade its facilities on Member's premises provided Applicant has (1) provided a satisfactory easement for the new facilities; (2) paid in advance a nonrefundable contribution in aid-to-construction charge equal to the estimated cost of relocating the facilities.

If the Cooperative determines it is necessary to move its facilities because a Member has altered the physical characteristics of the land or otherwise encroached within the easement area, thereby creating clearances in conflict with those required by any federal, state, or local codes, or if the Member refuses to allow the Cooperative access to its facilities, and the Member refuses to pay for such change, then the Member may be billed the estimated cost for such relocation.

Applicant shall be required to sign an Application for Relocation/Service Upgrade Request and the minimum charge will apply thereafter if electric service is provided at the location.

305.9 Ownership of Existing 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 Member. All lines and facilities constructed or installed by the Cooperative are the property of the Cooperative.

Nothing shall be fastened or attached to Cooperative owned poles or other facilities, except for Member owned electrical service equipment and electrical conductors, which shall be permitted to be attached to Cooperative's meter pole at Member's point of delivery, in a manner consistent with National Electrical Code, any applicable governmental codes and Cooperative requirements. In the event the Cooperative is removing/replacing poles, and the Member wants the poles, a Pole Release Agreement must be signed by the Member.

305.10 Idle Service Removals

A. If the Member requests the removal of Cooperative assets, the Member shall be required to sign an Idle Service Line Removal.

B. If the line is removed and should the Member want it reinstalled at a later date, the Member will be required to make an Application for New Service and will pay all necessary fees and charges for the installation.

C. Should the Member request to keep any poles being removed, the Member shall be required to sign a Pole Release Agreement prior to the Cooperative removing any assets.

D. All removal requests shall be evaluated on an individual basis.

305.11 Miscellaneous Provisions

A. Line Footage

The footage to be used in determining the cost of extension shall be the footage actually determined when the line is staked by the Cooperative's engineering department.

B. Line Routing

Line routing for the convenience of the Applicant resulting in costs in excess of the shortest feasible and cost-effective route shall be considered an extra cost and shall be paid for by the Applicant in the form of a non-refundable contribution in aid of construction, prior to the beginning of construction. Where an extension of service includes an excessive number of angles resulting from easement restrictions, the Cooperative may require additional non-refundable contribution in aid-to-construction charges based on the extra costs involved.

C. Special Circumstances

The Cooperative, upon approval of the CEO/General Manager, or their designate, may waive a portion or all of the contribution in aid-to-construction charges required under the Cooperative's line extension policies and tariffs if, in the CEO/General Manager's, or designee's, opinion, the waiver of the contribution is reasonable and necessary to attract the Applicant to the Cooperative's service area, if the anticipated annual revenue from the Applicant justifies the Cooperative's investment, if the construction required will facilitate service to other potential applicants or improve service to existing members, or if service to the Applicant will contribute significantly to the economic development of the Cooperative's service area or be beneficial to the Cooperative's membership.

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 Applicant/Member. Applicant/Member shall provide, without cost to the Cooperative, at a suitable and easily accessible location: (1) sufficient and proper space for installation of meters and other apparatus of the Cooperative, (2) meter loop, (3) safety service switches when required and (4) an adequate anchor for service drops. All meters installed after July 1980 shall be located as set forth herein, provided that, where installations are made to replace meters removed from service, this section shall not operate to require any change in meter locations which were established prior to July, 1980, unless the Cooperative finds that the old location is no longer suitable or proper, or the Member desires that the location be changed. Where the meter location on the Member's premises is changed at the request of the Member, or due to alterations on Member's premises, the Member shall provide and have installed at his expense, all wiring and equipment necessary for relocating the meter.

306.2 Type of Meter and Ownership of Meter

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

307. Point of Delivery

The Cooperative shall designate the location to receive electric energy and Applicant/Member 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 Applicant's/Member's service entrance conductors are connected to the Cooperative's conductors. Such point shall be outside the Applicant's/Member'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 qualified Applicants 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) days if no line extension or new facilities are required.

B. All new line extensions, regardless of class, and relocation/upgrade requests will be processed in a timely manner. Factors that can cause delay include, but not limited to, easements, permits, equipment availability or force majeure.

309. Energy Saver On-Bill Program – See Section 401.7

309.1 Purpose

The BEC Energy Saver On-Bill Program (Energy Saver Program) implements a voluntary, Energy Saver Program Charge upon an eligible Energy Saver Program participant who owns or occupies property on which BEC incurs the cost of the Energy Improvement(s).

309.2 Definitions

A. Energy Saver Program Charge

A monthly charge added to the member's BEC electric bill to provide for repayment of the On-Bill Obligation for the costs incurred by BEC for the acquisition and installation of the Energy Improvement(s).

B. Electric Service

All charges on the bill that are not Energy Saver Program related.

C. Electricity Consumption Charges

The portion of Electric Service charges that are member, energy, and demand charges including applicable surcharges related to electricity consumption, plus installment plan charges, and non-electric service charges.

D. Energy Improvement (EI)

Any product, measure, or service included in the Program Manual as eligible to receive Energy Saver Program financing.

E. On-Bill Obligation (OBO)

The costs advanced to acquire and install the EI(s). The OBO is associated with the monthly Energy Saver Program Charge.

F. Participant

The Cooperative Member enrolled in the Energy Saver Program.

G. Program Manual

The Energy Saver Program Manual governs the Energy Saver Program, its processes, and otherwise documents the program design and operation and may be amended from time to time.

309.3 Applicability

The Energy Saver Program is available to all eligible BEC Members. Participants may face other eligibility requirements as set forth in the "Participating Members" section of the Energy Saver Program Manual.

Eligible BEC Members must have entered into a financial agreement with the Cooperative to finance the acquisition and installation of eligible EI(s) and have agreed to repay their OBO through an Energy Saver Program Charge that is to be added to their monthly electric bill until all costs are recovered by the Cooperative.

309.4 Energy Saver Program Charge

Each member participating in the Energy Saver Program shall pay the monthly Energy Saver Program Charge along with other Electric Service Charges on their electric bill. The Energy Saver Program Charge(s) will appear as separate line items on the bill.

The monthly Energy Saver Program Charge is determined by BEC to be assessed on each respective participating member's bill. A further description of the methodology for calculating the Energy Saver Program Charge is described in the Energy Saver Program Manual.

309.5 Commencement and Notice of Energy Saver Program Charge

For initial placement of EI(s), the following shall occur: (1) approval of an eligible member's participation in the Energy Saver Program and the member's agreement to make Energy Saver Program Charge payments on the member's monthly electric bill; (2) determination by the Cooperative of the monthly Energy Saver Program Charge amount; and (3) the date until which the charge shall continue.

The Cooperative shall use the above information to bill the member. The placement of the Energy Saver Program Charge on the Participant's bill will commence on the first billing cycle following the Cooperative's receipt of the information above. For the purpose of calculating deposits, calculating interest on deposits, and refunding deposits under this tariff, the bill amount for the Energy Saver Program Charge shall be considered as part of the bill for electric service. Upon discontinuance of service, if there are unpaid Electric Service Charges and/or an Energy Saver Program Charge obligation, the deposit will be applied to the unpaid Electric Service Charges and/or Energy Saver Program Charge obligation as if it were a member payment, subject to the senior status of the Energy Saver Program Charge (see Section 309.6(B)) below.

309.6 Billing

A. The monthly Energy Saver Program Charge will be determined by the Cooperative and shared with participant and appear as a separate line item on the Participant's electric bill. The due date for payment is the same as the due date for the Electric Service Charges.

B. The Energy Saver Program Charge shall be given senior status over the Participant's Electricity Consumption Charges due for the purposes of determining outstanding balances.

C. Participants are responsible for paying their bills from the Cooperative on time and in full, which include Electric Service Charges and the Energy Saver Program Charge. Non-payment of the bill may result in the assessment of late payment charges under this tariff and the initiation of the Cooperative's collection processes and potential disconnection of electrical service in accordance with section III of the Cooperative tariff.

D. For those participating member accounts where service has been terminated due to nonpayment, and service is subsequently reinstated upon payment of the past due balance, participant may be assessed service establishment and/or deposit charge on the Energy Saver Program Charge and the Electric Service Charges under this tariff.

E. Participants wishing to make prepayments or wishing to satisfy the outstanding balance of the OBO should consult with the Cooperative and make arrangements directly for such payment(s). If no arrangements are made with the Cooperative, any excess payments received beyond what is due on a Participant's current monthly electric utility bill will be applied as a general credit on

their electric utility account and shall be carried over as credits to be applied to subsequent utility bills with the Energy Saver Program Charge given senior status before the Electricity Consumption Charges.

309.7 Transferability of On-Bill Obligation to Pay Energy Saver Program Charges

Property vacancy occurs when electric service to the premise is terminated or suspended. In the event of property vacancy, no utility bill is being generated, and therefore no Energy Saver Program Charge can appear on a utility bill.

Since the obligation is assigned to the meter, any succeeding member that receives service at a location where EI(s) is installed under the Energy Saver Program shall be responsible for payment of the Energy Saver Program Charge from the point at which they have established service with the Cooperative. A succeeding member is not responsible for any unpaid Energy Saver Program Charges of prior members.

309.8 Rules and Rates of the Company

Except where noted above, all other rates and rules of the Cooperative apply to members participating in the Energy Saver Program.

III
ELECTRIC SERVICE

320. Electric Energy

320.1 Delivery of Electric Energy

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

320.2 Characteristics of Electric Energy

A. Voltage

The Cooperative adopts the following standard voltages for distribution:

Single-Phase	Three-Phase
120V and 240V	208V, 240V, 277 and 480V

Insofar as practicable the Cooperative maintains its standard voltages within the variations permitted by the Public Utility Commission of Texas.

B. Frequency

The Cooperative provides alternating current at a standard frequency of 60 cycles per second. Except for infrequent and unavoidable fluctuations, the Cooperative maintains this standard frequency 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 Applicants/Members throughout the Cooperative's service area from overhead distribution facilities. The Cooperative, however, may refuse to provide overhead service in any area where the Cooperative has or expects substantial investment in underground distribution facilities.

321.2 Underground Electric Service

Electric service from underground distribution facilities is available to Applicants (Members or Developers) requesting such service. In areas served by the Cooperative's underground distribution system, phase and voltage of electric service may be limited to that which can be provided by existing facilities. Underground conductors are usually connected to the Cooperative's overhead distribution facilities at a location outside the Applicant's premises or at a suitable location on the Applicant's premises. The location and routing of underground distribution facilities is determined by the Cooperative. The Underground Extensions and Conversions policy is contained in Section 305.6, which outlines the Cooperative’s and Member’s responsibilities.

321.3 Mobile Home Parks

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

321.4 Apartments

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

321.5 Connections at Point of Delivery

The Cooperative makes connections of its conductors to Applicant's/Member'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.

322.2 Service Interruptions

Service interruptions may occur. The Cooperative shall make reasonable efforts to prevent service interruptions. When interruptions do occur, the Cooperative shall 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, and to aid in the restoration of electric service.

322.3 Service Irregularities

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

322.4 Investigation of Service Interruptions and Irregularities

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

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

The Cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and wave form fluctuations occasioned by causes reasonably beyond the control of the Cooperative, including, but not limited to, acts of God, public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceedings or action, or any order of any commission, tribunal or governmental authority having jurisdiction. For claims resulting from failures, interruptions, or voltage and wave form fluctuations occasioned in whole or in part by the negligence of the Cooperative or its agent(s), the Cooperative shall be liable only for that portion of the damages arising from personal injury, death of persons, or costs of necessary repairs to or reasonable replacement of electrical equipment proximately caused by the negligent acts of the Cooperative or its agent(s). The Cooperative shall not be liable in any event for consequential damages.

323. Member's Receipt and Use of Electric Energy

323.1 Receipt of Electric Energy

A. Exclusive Use

When electric service is available, Member shall purchase from the Cooperative all electric energy and service required to be used by Member from a single consuming installation. Member may not connect his lines to another source of electric energy in a manner that may permit electric energy to flow into Cooperative's system from such source without a written agreement with the Cooperative. For experimental purposes and to aid in the orderly development of additional sources of energy, and in conjunction with providing service under any rate in its tariff, the Cooperative may permit non-fossil, Member-produced electric energy to be fed back into Cooperative's system, provided that Member has paid for the necessary added metering and protective equipment.

B. Member's Installation

Member shall at all times maintain his installation in accordance with the National Electrical Code and Cooperative wiring specifications, as well as other applicable standards that may be imposed by law, ordinance, or regulation.

C. Liability for Injury and Damages

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

premises or (b) the breach by Cooperative of any provision of any contract for electrical energy, service or facilities between Cooperative and Member.

323.2 Member's Use of Electric Energy

A. Permitted Uses

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

B. Resale Prohibited

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

C. Interstate Transmission of Electric Energy Prohibited

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

D. Uses Prohibited by Law

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

323.3 Member's Electrical Load

A. Load Balance

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

B. 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 Member'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 Member is served by an individual transformer), Members contemplating the installation of such equipment are to make specific prior arrangements with the Cooperative.

C. Equipment Necessary to Limit Adverse Effect

The Cooperative may require Member to provide, at Member's expense, suitable apparatus to limit the effect of voltage fluctuations caused by electric equipment in Member's installation where Member is found to be operating electrical equipment which produces voltage fluctuations, interference or distorted wave forms which adversely affect electric service provided by Cooperative to Members. In lieu of requesting Member to install such suitable or special equipment limiting such adverse effect, Cooperative may, at its option, install at Member's cost, additional transformer capacity (which may or may not be dedicated solely to such Member) or other equipment specially designed to reasonably limit such adverse effect.

D. Equipment Necessary to Limit Adverse Effect

A Member planning to use or using 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 is responsible for providing and installing the necessary facilities to limit these adverse effects.

E. Change in Member's Electrical Load

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

323.4 Power Factor

If the power factor of Member's load is less than 100%, the Cooperative may require Member 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

Member will admit to Members premises at all reasonable hour's personnel authorized by Cooperative to inspect, install, remove, replace, repair and maintain Cooperative's property; to read Cooperative's meter; and to perform other activities necessary to provide electric service, including tree trimming and tree removal where such trees in the opinion of the Cooperative constitute a hazard to Cooperative personnel or facilities, or jeopardize the provision of continuous electric service. The Cooperative shall have the right to install its service lock as necessary. Refusal on the part of Member to provide reasonable access for the above purposes shall be sufficient cause for discontinuance of service.

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

Member shall use reasonable diligence to protect Cooperative personnel and facilities on Member's premises. Nothing shall be fastened or attached to Cooperative owned poles or other facilities, except for Member owned electrical service equipment and electrical conductors, which shall be permitted to be attached to Cooperative's meter pole at Member's point of delivery, in a manner consistent with National Electrical Code and Cooperative requirements.

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

324. Billing

The Member shall be obligated to pay for the total amount of charges for electric service shown on the Member's bill. Such charges shall be computed in accordance with the Cooperative's latest rate schedule or schedules applicable to the class or classes of service furnished to Member and these rules. The initial billing period shall start when the Member begins using electric power and energy, or thirty (30) days after power is made available to the Member, whichever shall occur first.

324.1 Determining Usage of Electric Energy

Usage of electric energy (expressed as kWh) and/or the rate at which energy is used (expressed as kW) shall be determined by a meter reading. The meter reading is conclusive and establishes absolutely the amount of energy used or the rate at which energy is used unless it is shown by meter test that the meter was inoperative or inaccurate, in which case the meter reading shall be adjusted.

If the metering point is the delivery point, the meter reading shall not be otherwise adjusted.

If the metering point is not the delivery point, the measured usage shall be adjusted to reflect actual usage, except when:

otherwise provided in the applicable rate schedule, or 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. No primary discount shall be applied in these circumstances.

324.2 Meter Reading

The Cooperative uses an Automated Meter Infrastructure (AMI) system to read all Member revenue meters. These meters provide capability for reverse and forward as required for the different customer requests. Specific meter types provide capability for consumption and demand metering.

324.3 Estimated Billing

When necessary, meter readings may be estimated by the Cooperative.

324.4 Meter Test and Accuracy Adjustment

Upon request of a Member and if he desires in the Member's presence or the presence of his authorized representative, the Cooperative shall make a test of the accuracy of Member's meter. The test shall be made during the Cooperative's normal working hours at a time convenient to the Member if he desires to observe the test. The test may be made on the Member's premises or at a test laboratory as determined by the Cooperative. Following completion of testing, the Cooperative shall promptly advise the Member of the date of removal of the meter, if removed, the date of the test, the result of the test, and who made the test. Should the results of the meter test show there are no issues with the meter, the member shall pay a test fee stated in Section 401.1.

324.5 Minimum Charges

The Member will pay a minimum bill in accordance with the applicable rate schedule or Application and Agreement for Electric Service, whichever is greater, irrespective of the amount of electricity consumed, even if none is consumed. The minimum charge shall be in addition to any PPCA, power cost adjustment charge or other billing adjustments. All billing adjustments shall be billed in addition to and exclusive of the minimum charge. If service is made available for any portion of a billing period, the minimum charge for the entire billing period shall apply.

324.6 Terms of Payment

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

324.7 Disputed Bills

In the event of a dispute between a Member and the Cooperative regarding any bill for electric utility services, the Cooperative shall make such investigation as shall be required by the particular circumstances and report the results thereof to the Member. In the event the dispute is not resolved, the Cooperative shall inform the Member of the complaint procedures of the Cooperative and the Commission. Members shall not be required to pay the disputed portion of the bill which exceeds Member's average monthly usage at current rates pending the resolution of the dispute, but in no event more than sixty (60) days. For purposes of this rule only, the Member's average monthly usage at current rates shall be the average of the Member's gross utility service for the preceding 12-month period. When no previous usage history exists, consumption for calculating the average monthly usage shall be estimated on the basis of usage levels of similar Members and under similar conditions.

324.8 Deferred Payment Plan.

A deferred payment plan is any arrangement or agreement between the Cooperative and a Member in which an outstanding bill will be paid in installments that extend beyond the due date of the next bill. The Cooperative shall offer, upon request, a deferred payment plan to any residential Member who has expressed an inability to pay all of his or her bill, if that Member has not been issued more than two disconnection notices at any time during the preceding 12 months.

Every deferred payment plan entered into due to the Member's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the Member 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.

A deferred payment plan offered by the Cooperative, when reduced to writing, shall state immediately preceding the space provided for the Member's signature and in bold-face print at least two sizes larger than any other used thereon, that: "If you are not satisfied with this contract, or if agreement was made by telephone and you feel this contract does not reflect your understanding of that agreement, contact the Cooperative immediately and do not sign this contract. If you do not contact the Cooperative, or if you sign this agreement, you give up your right to dispute the amount due under the agreement except for the Cooperative's failure or refusal to comply with the terms of this agreement."

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

If a Member 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.

A deferred payment plan may be made by visiting the Cooperative's business offices or contacting the Cooperative by telephone. If the Member visits the Cooperative's business office, the Cooperative may ask the Member to sign the deferred payment plan. The Cooperative must provide the Member 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 Member.

The Cooperative is not required to enter into a deferred payment plan with any Member who is lacking sufficient credit or a satisfactory history of payment for previous service when the Member has had service from the Cooperative for not more than three (3) months.

325. Member Relations

325.1 Available Information

A. Facilities for Providing Electric Service

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

B. 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 fees relating to service. A copy of any applicable portion of the tariff will be provided upon request at actual cost (see Section 401.1). Notice of the availability of such tariffs is posted in each business office in the same area where applications for service are received. A copy of the tariff can also be viewed and downloaded from the cooperative's website.

C. Meter Reading

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

325.2 Member Complaints

A. Upon complaint to the Cooperative by a Member 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 Utility's report, the Cooperative advises the complainant of the Public Utility Commission's complaint process.

C. Upon receipt of a complaint, either by letter or by telephone from the Commission on behalf of a Member, the Cooperative shall make a suitable investigation and advise the Commission of the results thereof. Initial response to the Commission must be made within thirty (30) days.

D. The Cooperative shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof for a period of two (2) 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. Distributed Generation (DG)

Sections 340-345 of this tariff apply to the interconnection and parallel operation of all DG. All installations must meet all system performance requirements as outlined in the Cooperative's service rules and regulations and the Cooperative's "Procedures and Guidelines for Member-Owned Distributed Generation" (DG Manual). If any part of these sections shall be in conflict with any other provision of this tariff, these sections shall control. By agreement, the Cooperative and Producer may establish additional or different terms, conditions, or rates for the sale or purchase of electricity.

341. Obtaining Interconnection

Any person owning or operating a distributed generation installation (hereafter "Producer") and desiring to interconnect with the Cooperative's system shall:

341.1 Comply with Tariff

Become a Member of the Cooperative, provide an easement satisfactory to the Cooperative if required, and otherwise comply with the tariff of the Cooperative.

341.2 Apply for Interconnection, Pay Application Fee, and Provide Information

Prior to the desired interconnection date, Producer shall submit the DG interconnection application and provide a general plan of the proposed generation installation showing the electrical design of the generating installation including all major equipment for interconnection with the Cooperative's system as required by and detailed in the DG Manual. In the case of multiple facilities, a separate application shall be submitted by the Producer for each interconnection point desired. Producer shall also provide such additional information as may be reasonably required and requested by the Cooperative to evaluate the installation plan.

For new installations, a non-refundable application fee (see Section 401.6) will be required to be paid by the Producer after the Cooperative approves the application and prior to final inspection and issuance of the permission to operate, plus engineering review fees established on a case-by-case basis (see Section 401.6).

The Cooperative may, at its sole discretion, waive the required application fee and other provisions of this tariff in the case of a proposed generating installation which is planned (i) to be operated in parallel with the Cooperative's system; (ii) with no intention to export power to the Cooperative; and (iii) that are of standard design and intended entirely as an emergency or back-up power supply for a facility.

In the event Producer's plan involves the use of non-standard equipment or design techniques the Cooperative may require the Producer to obtain approval of the proposed generating installation plan by a professional engineer licensed in the state of Texas. Any review or acceptance of such plan by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of Producer's equipment to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost effectiveness, safety, durability or reliability of generating installations.

341.3 Pay for Interconnection Study and Extension/Upgrade of Cooperative's Facilities

In cases where the generation installation is to be operated in parallel with the Cooperative's system and is intended to export power to the Cooperative's system; the Cooperative at its sole discretion may conduct a full interconnection study to determine the impact of the generating facility on the Cooperative's system as described in the DG Manual. The Producer will be required to reimburse the Cooperative for the full amount of the interconnection study in addition to any application fee(s).

The Cooperative will bill the Producer for the exact cost of the study after its completion. The Cooperative will complete the interconnection study within sixty (60) days following receipt of a completed application and shall provide a copy of the study to the Producer. The Cooperative will undertake any interconnection study in the order in which the completed applications have been received by the Cooperative on a non-discriminatory basis.

Should the interconnection study indicate that portions of the Cooperative's electrical power system will require extension or upgrade as a result of the parallel operation of the generation installation, the Cooperative will require the Producer execute a system upgrade contract covering the full costs of all upgrades or extensions of the Cooperative's transmission, substation, distribution, transformation, metering, protective, or other facilities or equipment which at the sole discretion of the Cooperative is required to serve the generating installation before the Cooperative will interconnect the generating installation.

In the event it is necessary at some future time for the Cooperative in its sole discretion to modify its electric delivery systems in order to serve the Producer's generating installation and/or purchase or continue to purchase the Producer's output, or because the quality of the power provided by the Producer's generating installation adversely affects the Cooperative's delivery system, or the Cooperative desires to change primary voltage or make other change in its electric delivery system, the Producer will reimburse the Cooperative for all costs necessary to modify or change out any electrical equipment required to continue to safely establish the interconnection of the Producer's generating installation with the Cooperative's system after the electric delivery system modification is completed.

341.4 Facility Charge

The Producer may also be responsible for paying a facility charge as determined at the sole discretion of the Cooperative to recover any additional operation and maintenance expenses incurred by the Cooperative as a result of the Producer's generating installation. The facility charge will be determined during the interconnection study on a non-discriminatory case-by-case basis.

341.5 Provide Liability Insurance and Waiver of Subrogation

When required by law, Producer, at Producer's own expense, shall carry and maintain Worker's Compensation insurance covering Producer's employees. In such cases, Producer, at Producer's own expense, shall be required to carry Employer's Liability insurance. These coverages are to provide for the payment to Producer's employees and/or their dependents Worker's Compensation benefits, including Occupational Disease benefits in accordance with the law of the State of Texas. Producer hereby waives all rights of subrogation that Producer's insurers may have against the Cooperative, and its directors, officers, and employees.

341.6 Sign Contract

For residential solar photovoltaic systems of less than 50 kW, sign and deliver to the Cooperative an "Agreement for Interconnection and Parallel Operation of Residential Solar Photovoltaic System". For other types of systems, sign and deliver to the Cooperative an "Agreement for Interconnection and Parallel Operation of Distributed Generation" (Interconnection Agreement) for each interconnection point as detailed in the DG Manual. An Interconnection Agreement is required in all cases.

341.7 Complete Construction

Construct the distributed generation installation and install a disconnect switch and other protective equipment as may be required by the Cooperative to protect its personnel, facilities, and operations in accordance with the provisions of the DG Manual.

341.8 Comply with Laws

Comply with applicable federal, state, and local laws, ordinances and regulations applicable to the power generating installations being installed by the Producer.

341.9 Notify Cooperative

Notify the Cooperative in writing at least fourteen (14) days in advance of energizing the distributed generation installation and permit the Cooperative or its agents to inspect and test any or all protective equipment required for the interconnection. If distributed generation is found to be energized prior to inspection by the Cooperative and issuance of Permission to Operate, a warning will be issued to immediately de-energize the installation. If de-energization does not take place within a period of time set at the discretion of the Cooperative, a PV Energized Prior to Inspection fee shall be issued. Refer to Section 401.6 for the fee.

If the Cooperative must re-inspect an installation, due to previous inspection failing, or any other reason, a DG Re-Inspection fee shall be issued. Refer to Section 401.6 for the fee.

For cases where an inspection of an installation is for the purpose of re-connecting distributed generation after a shutoff, due to a transfer of ownership of the site, a Reconnect of Service with Solar fee shall be issued. (Refer to Section 401.6 for the fee).

341.10 Eliminate Conditions Preventing Interconnection

If it comes to the attention of the Cooperative that there are conditions preventing the safe interconnection and proper parallel operation of the Producer's generating installation, the Cooperative shall immediately notify Producer and Producer shall not interconnect and/or initiate parallel operation until such conditions are corrected to the Cooperative's satisfaction and Producer has provided at least ten (10) days' written notice to the Cooperative of such correction.

341.11 Notice of Change in Installation

Producer will notify the Cooperative in writing at least thirty (30) days in advance of making any change affecting the characteristics, performance, or protection of the generating installation. If it comes to the Cooperative's attention that the modification will create or has created conditions which may be unsafe or may adversely affect the Cooperative's system, then it shall notify Producer and Producer shall immediately correct such condition.

The foregoing conditions precedent to any obligations of the Cooperative to interconnect the Producer's proposed generating installation.

342. Parallel Operation and Technical Requirements

The following Section 342 outlines some of the technical requirements for interconnecting a distributed generation with the Cooperative's system. The DG Manual contains a complete description of the Cooperative's technical interconnection and parallel operation standards and requirements.

342.1 Installation

With the exception of only the Cooperative's meter(s), the Producer shall own and solely be responsible for all expense, installation, maintenance and operation of the distributed generation at and beyond the point where Producer's generating installation shall be designed and installed in accordance with applicable codes, regulations, the Cooperative's standards as provided in the DG Manual, and prudent engineering practice.

342.2 Self-Protected Generating Installation

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

The Producer's distributed generation installation will also be designed, installed and maintained to be self-protected from normal and abnormal conditions in the Cooperative's electric system. The conditions for which the installation shall be self-protected shall include, but not be limited to, over-voltage, under-voltage, overcurrent, frequency deviation, and faults. The self- protection will be compatible with the Cooperative's system protection arrangements and operating policies. Specialized protective functions may be required by the Cooperative when, in the sole judgment of the Cooperative, the particular generating installation characteristics and/or electric

power system characteristics so warrant. The Producer shall be responsible for the costs of any specialized protective functions.

342.3 Quality of Service

Producer's generating installation will provide power at the nominal voltage of the Cooperative's electric system at the Producer's delivery point plus or minus five percent (5%) at the nominal system frequency of 60 Hz plus or minus one-tenth (1/10) Hz. Producer shall interconnect at a power factor that is at or near one hundred percent (100%) as is practicable. In the event the Producer's power factor is less than ninety percent (90%) lagging or leading, the Producer will provide proper power factor correction (within ten percent (10%) of unity) or reimburse the Cooperative the cost of any necessary correction. The overall quality of the power provided by Producer including, but not limited to, the effects of harmonic distortion, voltage regulation, voltage flicker, switching surges and power factor, will be such that the Cooperative's electric system is not adversely affected in any manner. In the event that the adverse effects are caused in whole or in part by Producer's power generating installation, the Producer will correct the cause of such effects or reimburse the Cooperative for the cost of any required correction.

342.4 Safety Disconnect

The Producer or the Cooperative shall provide and install, at the Producer's expense, a visible break disconnect switch. The disconnect switch will be located so as to be readily accessible to Cooperative personnel at all times in a location acceptable to both the Producer and the Cooperative. It shall be the type of switch which can be secured in an open position by a Cooperative padlock.

The Cooperative shall have the right to lock the switch open whenever, in the judgment of the Cooperative, (1) it is necessary to maintain safe electrical operating or maintenance conditions, (2) the Producer's power generating installation adversely affects the Cooperative's electric system, or

(3) there is a system emergency or other abnormal operating condition which warrants disconnection. The Cooperative reserves the right to operate the disconnect for the protection of the Cooperative's system even if it affects Producer's generating installation. In the event the Cooperative opens and closes the disconnect switch the Cooperative shall not be responsible for

energization or restoration of parallel operation of the generating installation. The Cooperative will make reasonable efforts to notify the Producer in the event the disconnect switch has been operated. The Producer will not bypass the disconnect switch at any time for any reason.

342.5 Access

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

342.6 Apolloware

The Cooperative shall install Apolloware hardware and software for remotely monitoring DG output and sub-metered load.

Member must have internet at the service location and will be responsible for communication material and labor provided by BEC.

342.7 Data Access – Communications Link

The Producer will provide the Cooperative, at DG Member's expense, a communications link as approved at the sole discretion of the Cooperative for remotely monitoring DG output and sub metered load using the BEC approved Apolloware© hardware and software. The revenue class 1 meter shall be MuNet® TCP/IP Ethernet compatible, or equivalent as defined by the Cooperative. The Apolloware© software shall interface with the Member DG system and provide the Cooperative a method to monitor DG output, to ensure safe operation and to ensure no degradation is occurring due to DG operation. The Cooperative may require an internet connection to remotely monitor operation of the system and sub metered load.

343. Reserved for future use

344. Sales to Producer

All sales of electric power and energy by the Cooperative to the Producer shall be consistent with the applicable retail rate schedule established by the Cooperative as if there were no distributed generation at the Producer's premise, including any additional charges provided for distributed generation described by the Cooperative in the Producer's contract for service. The Producer shall also pay all rates and charges so listed in the applicable tariff sections.

345. Purchases from Producer

Refer to Section 202.7 and 403.1 for rates.

345.1 Refusal to Purchase

The Cooperative shall not be required to make any purchases that will cause the Cooperative to no longer be in compliance with any applicable contracts or all-power contract requirements with its power supplier(s).

The Cooperative may at certain times and as operating conditions warrant reasonably refuse to accept part or all of the output of the Producer's facility. Such refusal shall be based on system emergency constraints, special operating requirements, and adverse effects of the Producer's facility on the Cooperative's system or violation by the Producer of the terms of the Application for Interconnection and Operation of Member-Owned Generation.

III

DISCONNECTION OF SERVICE

350. Member Initiated Discontinuance of Service

350.1 Member's Request

Any Member desiring to discontinue electric utility service from the Cooperative shall contact any office of the Cooperative and provide the service location where discontinuance is desired, and the date service is requested to be discontinued.

350.2 Disconnection

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

351. Cooperative Initiated Discontinuance

351.1 Reasons for Discontinuance

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

A. Nonpayment of a Bill

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

B. Deferred Payment Plan

If Member fails to perform any obligation under the terms of a deferred payment agreement; or

C. Interference with Service

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

D. Failure to Make Application for Service

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

E. Failure to Comply with Contract

If Member fails or refuses to perform any obligation contained in Member's Application and Agreement for Electric Service, including this tariff or any applicable easement; or

F. Refusal of Access

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

G. Comply with Law

If it comes to the Cooperative's attention that Member has failed or refused to comply with any applicable Federal, State, County, Municipal, or other law, ordinance, rule or regulation; or

H. Back Billing

If Member fails or refuses to timely pay any billing authorized by these rules resulting from previous underbilling (whether caused by meter inaccuracy or failure to register, misapplication of rates or otherwise). Utility service may not be disconnected for failure to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing; or

I. Default on Guaranty Agreement (not open to new accounts or members)

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

J. Hazardous Condition

If it comes to the Cooperative's attention that a hazardous condition exists in Member's installation or equipment; or

K. Meter Tampering and Unauthorized Use of Energy

If Cooperative's meter which serves Member has been tampered with or bypassed; or Member uses or disposes of electric energy in a manner not authorized in these rules or the rate schedule under which Member receives service; or there has been a theft of electric service or violation of Section 28.03 of the Penal Code of the State of Texas. The Cooperative is not liable for injury to Member or Member's employees resulting from tampering with or attempting to repair or maintain any of the Cooperative's facilities.

Member agrees to pay such statement or statements reflecting the highest estimated usage of electricity by Member for the longest period of time such tampering, bypassing or unauthorized use may have continued plus all labor, material and equipment necessary to inspect, test, repair, or replace the Cooperative's facilities; or

L. Deposit

If Member fails to comply with deposit requirement.

351.2 Notice of Disconnection

A. Nonpayment of a Bill

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

B. Proper Notice Prior to Disconnection for Nonpayment

If a Member fails or refuses to pay the Cooperative in accordance with the provisions of the Application and Agreement for Electric Service, service rules, applicable rate schedule, deferred payment agreement, or guaranty agreement, then notice shall be given by separate mailing to Member or hand delivery at Member's installation or premises at least eight (8) days prior to the earliest date of disconnection. The information included in the notice shall be provided in English and Spanish as necessary to adequately inform the Member. If mailed, the earliest date of disconnection may not fall on a holiday or weekend, but shall fall on the next workday after the eighth day. The Cooperative shall not issue late notices or disconnect notice to the Member earlier than the first day the bill becomes delinquent, so that a reasonable length of time is allowed to ascertain receipt of payment by mail or at the utility's authorized payment agency.

C. Disconnection Without Notice

Electric service may be disconnected without any notice to Member if (1) a hazardous condition exists in their installation or equipment (2) the meter has been tampered with or bypassed (3) they fail or refuse to make application for service (4) service is connected without authority by a person who has not made application.

C. Disconnection After Proper Notice

Electric service may be disconnected if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation for (1) failure or refusal to pay a delinquent account (2) fails to perform any obligation under the terms of a deferred payment agreement (3) fails or refuses to perform any obligation

contained in Member's Application and Agreement for Electric Service (4) fails or refuses to provide the Cooperative reasonable access to its facilities located on Member's premises (5) it comes to the Cooperative's attention that they have failed or refused to comply with any applicable Federal, State, County, Municipal, or other law, ordinance, rule or regulation (6) fails or refuses to timely pay any billing authorized by these rules resulting from previous underbilling (whether caused by meter inaccuracy or failure to register, misapplication of rates or otherwise) (7) violation of service rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment or (8) fails to comply with deposit requirements.

351.3 Postponement of Disconnection - Medical

The Cooperative will not discontinue service to a delinquent residential Member permanently residing in an individually metered dwelling unit when that Member 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. Any Member seeking to avoid termination of service under this rule must make a written request supported by a written statement from a licensed physician.

The Member must contact the utility within 15 days of issuance of bill to apply for this program. A written statement from a licensed physician must be received within 23 days from the issuance of the 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 Member. The Member who makes such request shall sign an installment agreement which provides for payment of such service along with the timely payments for subsequent monthly billings.

351.4 Effect of Discontinuance of Service

A. Member's Obligations

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

B. Cooperative's Rights

Discontinuance of service shall not reduce, diminish, or eliminate any legal right or remedy accruing to the Cooperative on or before the date of discontinuance, nor shall discontinuance operate as a waiver of any legal right or remedy.

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

351.5 Dismantling of Cooperative Facilities

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

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 to a Member, the Cooperative shall make reasonable efforts to refund the membership fee if Member is no longer required to maintain his membership, provided all electric energy and other charges owed by the Member to the Cooperative are paid.

351.8 Refund of Deposit

Within a reasonable time after discontinuance of service the Cooperative shall promptly and automatically refund the Member's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premise to another within the service area of the utility shall not be deemed a disconnection within the meaning of these sections, and no additional deposit may be demanded unless permitted by these sections. Refer to Section 302.3 for refund of interest on deposits.

When the Member has paid bills for service for 12 consecutive residential billings or for 24 consecutive 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 Member is not delinquent in the payment of the current bills, the utility shall promptly and automatically refund the deposit plus accrued interest to the Member in the form of cash or credit to a Member's bill, or void the guarantee. If the Member does not meet these refund criteria, the deposit and interest may be retained.

351.9 Disconnection Prohibited

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

A. Delinquency in payment for electric service by a previous occupant of the premises.

B. Failure to pay for merchandise, or charges for nonutility service provided by the Cooperative.

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

D. Failure to pay the account of another Member 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.

F. Failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under Sub. Rule 23.47(e).

G. 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 Member 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.

III

DEFINITIONS

370. Definitions

- Ampere
  A unit of measure pertaining to the intensity or rate of flow of electric current.
- Applicant
  A person requesting electric service from the Cooperative in the manner prescribed in the Cooperative's service rules and regulations.
- AMI
  Advanced Metering Infrastructure.
- Availability Charge
  The Cooperative's minimum charge in providing and maintaining electric service.
- Avoided Wholesale Power Costs
  The Cooperative's avoided wholesale power cost will be calculated by dividing the prior year's total power purchase cost (excluding demand costs, transmission costs, ERCOT and related fees, and distribution costs) by the prior year's total kWh's purchased.
- Broadband Service(s)
  Internet and telephone services including voice over internet protocol (VoIP) provided by the Cooperative and the facilities, supplies, equipment or services used or provided by the Cooperative in connection with the provision of internet service but does not include Electric Service or any other Cooperative Service.
- Capacity Charge (Demand Charge per Billing kW)
  The maximum kilowatt demand measured for any period of fifteen (15) consecutive minutes during the billing period.
- Commission
  The Public Utility Commission of Texas.
- Cooperative
  Bandera Electric Cooperative, Inc., its agents, or assigns.

- Delivery/Distribution Charge
  The base retail cost (expressed in $/kWh) established in a given rate.
- Distributed Generation (DG)
  Electric generation facilities connected to an Area Electric Power System (EPS) through a Point of Common Coupling (PCC).
- Distribution System
  The Cooperative's primary and secondary voltage conductors, transformers, switchgear, connection enclosures, pedestals, services, and other associated equipment used to provide electric service.
- Electric Reliability Council of Texas (ERCOT)
  Manages the flow of electric power to Texas consumers as an independent system operator in North America.
- Electric Service
  Electric power and energy produced, or transmitted, or distributed, or provided, or made available by the Cooperative at the point of delivery together with all services and functions performed by the Cooperative but does not include Broadband Service or any other Cooperative Service.
- Electronic Power System (EPS)
  Facilities that deliver electric power to a load
- Electric Energy
  The capacity for doing work. The unit for measuring electrical energy is the watthour, or kilowatt-hour (kWh), which is 1,000 watthours.
- Energy Charge
  The basic wholesale charge (expressed in $/kWh) established in a given rate.
- Energy Saver Program (ESP)
  The Energy Saver Program is voluntary and open to any BEC member. Members will receive an energy audit to measure the energy efficiency of their home or business. A BEC energy audit will provide a report of the analysis, energy efficiency suggestions, and provide electric cost savings. BEC covers the upfront cost of the energy improvements. Participating members repay the costs, with no interest fees, through their monthly electric bill.

- Facilities
  All the plant and equipment of the Cooperative, including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by or in conjunction with the business of the Cooperative, including any construction work in progress allowed by the Public Utility Commission of Texas.
- Hertz (Hz)
  The unit of frequency in the international system of units defined as the number of cycles per second of a periodic wave.
- Kilovolt ampere (kVA)
  A unit of measure equal to one kilowatt (kW).
- Kilowatt (kW)
  A unit of measure pertaining to the strength or amount of power produced or used by various electrical devices. One kilowatt equals 1,000 watts.
- Kilowatt-hour (kWh)
  A unit of measure to describe the use of one kilowatt of electricity for a one-hour period.
- Light-Emitting Diode (LED)
  A semiconductor diode that emits light when conducting current and is used in electronic equipment.
- Line Loss
  Distribution Power losses are a combination energy dissipated in conductors and equipment used for transmission and distribution of power.
- Megawatt (MW)
  A unit of measure pertaining to the strength or amount of power produced or used by various electrical devices. One megawatt equals 1,000 kilo watts or one (1) million watts.
- Member
  Any person having paid a membership fee and having been accepted as a Member under the terms and conditions of the Cooperative's Bylaws, whether or not the Member also uses, receives, or purchases Broadband Service or any other Cooperative Service. A Member through their patronage, furnishes patronage capital for the Cooperative and is a patron. A Person or Firm not using, receiving or purchasing Electric Service from the Cooperative shall not be a Member.

- Member's Installation

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

- Meter

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

- Municipality

  A city, incorporated village, or town, existing, created, or organized under the general, home rule, or special laws of the state.

- Non-Permanent Installation or Intermittent Use Installation

  Any installation other than a permanent installation.

- Parties

  The Cooperative and an Applicant or Member.

- Permanent Installation

  Any installation that is constructed or placed on and permanently affixed to a foundation, and which is, or will be, used or occupied on a permanent full-time basis. A manufactured home or prefabricated structure shall qualify as permanent installation only if it is installed on a foundation system according to the regulations of the Texas Department of Labor and Standards or is otherwise impractical to move and has the wheels, axles, and hitch or towing device removed, and if it is connected to a permanent water and sewer system.

- Person

  Any natural person, partnership, municipal corporation, cooperative cooperation, corporation, association, governmental subdivision, or public or private organization of any character.

- Point of Common Coupling (PCC)

  The point where a local EPS is connected to an area EPS.

- Point of Delivery

  The point where the Cooperative's conductors are connected to the Member's conductors. The drip loop/top of weatherhead is the Point of Delivery for overhead installations, and the meter pedestal is the Point of Delivery for underground installations.

- Power Generating Installation, Generating Installation
  Shall mean a small power production or cogeneration facility which has a design capability of 1 MW or less of connected generation including any generator, and associated equipment, wiring, protective devices, or switches, or switches owned or operated by Producer.
- Power Factor
  Power Factor is the ratio of real power to apparent power. It represents the cosine of the phase angle between the voltage and current waveform. Real Power is consumed by load and apparent power is what is needed between supplier and load to transfer real power to load.
- Producer
  Means any person, firm, corporation, partnership, or other entity owning or operating a power generating installation.
- Premises
  A tract of land or real estate including buildings or other appurtenances thereon.
- Public Utility Commission of Texas (PUCT)
  Regulates the state's electric and telecommunication utilities, implements respective legislation and offers customer assistance in resolving consumer complaints.
- Purchase Power Cost Adjustment (PPCA)
  Purchase Power Cost Adjustment is a separate line item on the Cooperative electric power bill which reflects an increase or decrease in the Cooperative's cost of power purchases that is passed on to the Member until cost is fully refunded or recovered.
- Rate Schedules
  Any schedule of rates approved by the Board of Directors of Bandera Electric Cooperative and contained in Section II of this tariff.
- Recreational Vehicle (RV)
  The usual term for a motor vehicle or trailer equipped with living space and amenities found in a home.
- Regulatory Authority
  In accordance with the context where it is found, either the Public Utility Commission of Texas, or the governing body of any municipality or cooperative.
- Residence
  A room or rooms suitable for occupancy as a residence, containing kitchen and bathroom facilities.

- Service Rules and Regulations
  Any service rule or regulation of the Cooperative approved by the Board of Directors of Bandera Electric Cooperative and contained in Section III of this tariff.
- Service Area
  The area or territory in which the Cooperative provides electric utility service.
- Service Entrance Conductors
  Conductors provided by the Member extending from Member's electrical equipment to the point of delivery where connection is made to the Cooperative's conductors.
- Tariff
  All provisions of this document including but not limited to provisions regarding (1) Utility Operations; (2) Rate Schedules and Charges; (3) Service Rules and Regulations; and (4) Forms.
- Time-Based Usage (TBU)
  Applies to usage over broad blocks of hours where the costs for each period is predetermined and constant.
- Utility Service
  Any good or service provided by the Cooperative, and includes Electric Service, Energy Services and Broadband Service (collectively, “Utility Services”).
- Volt
  A unit of measure that describes the pressure or force that causes the movement of electricity.
- Watt
  A unit of measure of the rate of electricity usage.

IV

RATES & CHARGES

401 Fee Schedules

401.1 Distribution – Miscellaneous

Fee Description	Fee	Tariff Reference	Revision Date
Membership	$25	204.1	September 4, 1996
Member Request			
Connect or Disconnect	$100	204.2	March 23, 2022
Real Estate Show (4-day max)	$125	204.3	March 23, 2022
Voltage Testing	$125	204.4	March 23, 2022
Outage (if on Member's side)	$125		March 23, 2022
Meter Test (if tested OK)	$125		March 23, 2022
Meter Loop Purchase	$550	204.5	March 23, 2022
Meter Loop Reinspection	$125	204.5	March 23, 2022
Voltage Recorder Install (if tested OK)	$250	204.4 & 324.4	March 23, 2022
Clearances	$250	204.6	March 23, 2022
General/Miscellaneous	$125	204.7	March 23, 2022
Retail Electric Service Switchovers	$250	204.8	March 23, 2022
Open Records	$1 per page	204.9 & 325.1(B)	March 23, 2022

401.1 Distribution – Miscellaneous - Continued

Enhanced Services			
Same Day Service	$350	205.1	March 23, 2022
Energy Audit (not part of Energy Saver Program)	$960	205.2	March 23, 2022
Apolloware (not part of Energy Saver Program)	$1,000	205.3	March 23, 2022
Other Fees			
Disconnected for Nonpayment	$150	206.1	March 23, 2022
Meter Tampering	$750	206.2	August 27, 2014
Late Payment	Not to exceed 5% of the balance owed	206.3	August 27, 2014
Returned Check	$30	206.4	August 24, 2014
Broken Meter Seal	$750	206.5	March 23, 2022
Security Deposit	Minimum $250	302.4	March 23, 2022

401.2 Distribution – Engineering & Application Fees

Fee Description	Fee	Tariff Reference	Revision Date
Requests for Relocation of Cooperative's Facilities; Service Upgrades	$200	305.1(B)	February 24, 2016
Applications for Single-Phase Service	$200	305.1(B)	June 1, 2008
Applications for Three-Phase Service	$200	305.1(B)	February 24, 2016
Outdoor Light Installation/Relocation (requiring construction)	$200	202.3(C)(2)(a) & 305.1(B)	March 23, 2022
Outdoor Light Installation/Relocation; Upgrade/Removal (no construction required)	$125	202.3(C)(1)	March 23, 2022
Easement Recording Fee	$30	305.1(B)	March 23, 2022

401.3 Distribution – Line Extensions, Single-Phase

Fee Description	**Fee**	**Tariff Reference**	**Revision Date**
Single-Phase, Permanently Occupied Installations	No charge to the Applicant for the lesser of the following construction allowance: 1) the Cooperative's estimated cost to extend its electric service to the Applicant's point of delivery; or 2) the first $2,500 of estimated cost of constructing the extension.	305.2(A)	July 24, 2019
Single-Phase Non-Permanently Occupied Installations	No charge to the Applicant for the lesser of the following construction allowance: 1) the Cooperative's estimated cost to extend its electric service to the Applicant's point of delivery; or 2) the first $750 of estimated cost of constructing the extension.	305.2(B)	July 24, 2019

401.4 Distribution – Line Extensions, Three-Phase

Fee Description	**Fee**	**Tariff Reference**	**Revision Date**
Three-Phase	No charge to the Applicant for the lesser of the following construction allowance: 1) the Cooperative's estimated cost to extend its electric service to the Applicant's point of delivery; or 2) the first $2,500 of estimated cost of constructing the extension	305.3(A)	July 24, 2019

401.5 Distribution – Line Extensions, Subdivisions

Fee Description	**Fee**	**Tariff Reference**	**Revision Date**
Non-Refundable Engineering Fee for Overhead	$2.00 per lineal foot of lot frontage, as reflected on the plat	305.7(A)	March 23, 2022
Non-Refundable Engineering Fee for Underground	$5.00 per lineal foot of lot frontage, as reflected on the plat	305.7(A)	March 23, 2022

Section IV

Rates & Charges

401.6 Distribution Generation

Fee Description	Fee	Tariff Reference	Revision Date
DG Interconnection	$1,250	341.2	July 24, 2019
DG Re-inspection	$250	341.9	March 23, 2022
PV Energized Prior to Inspection	$750	341.9	March 23, 2022
Reconnect of Service w/Solar	$250	341.9	March 23, 2022
Apolloware	$8.00 per month	341.2	March 23, 2022

402 Availability Charges General Service, Single – Phase and Three – Phase Distribution

402.1 Small Power

Service Type	Availability Charge	Tariff Reference	Revision Date
Single-Phase per meter	$25.00	202.1	September 1, 2013
Three-Phase per meter	$35.00	202.1	September 1, 2013

402.2 Large Power

Service Type	Availability Charge	Capacity Charge (Demand Charge, per billing kW)	Tariff Reference	Revision Date
Single-Phase or Three-Phase, per meter	$72.50	$4.20	202.2	September 1, 2013

402.3 Irrigation

Service Type	**Availability Charge**	**Capacity Charge (Demand Charge, per billing kW)**	**Tariff Reference**	**Revision Date**
Single-Phase, per meter	$25.00	$1.55	202.5	September 1, 2013
Three-Phase, Per meter	$25.00	$1.55	202.5	September 1, 2013

403 Energy Rates – Single – Phase and Three – Phase Distribution

Service Type	**Energy Charge ($/kWh)**	**Delivery/ Distribution ($/kWh)**	**Total**	**Tariff Reference**	**Revision**
Single-Phase, per meter	$0.067075	$0.021358	$0.088433	202.1(C)	September 1, 2013
Three-Phase per meter	$0.067075	$0.019442	$0.086517	202.1(C)	September 1, 2013

403.1 Avoided Cost for DG Installation

Avoided Cost changes annually. Contact the Cooperative for latest cost.

403.2 Large Power

Service Type	**Energy Charge**	**Delivery / Distribution ($/kWh)**	**Total**	**Tariff Reference**	**Revision**
Single-Phase or Three-Phase, Per Meter	$0.065900	$0	$0.065900	202.2(C)	September 1,2013

403.3 Outdoor Lighting

Light Type	**Monthly Rate (per fixture)**	**Tariff Reference**	**Revision Date**
175-Watt Mercury Vapor (AK10) (No longer available for install)	$12.75	202.3(D) 305.5	October 28, 2015
400-Watt Mercury Vapor (PB 400) (No longer available for install)	$21.00	202.3(D) 305.5	October 28, 2015
100-Watt High Pressure Sodium (No longer available for install)	$12.50	202.3(D) 305.5	September 1, 2013
250-Watt High Pressure Sodium (No longer available for install)	$20.75	202.3(D) 305.5	September 1, 2013
50 Watt LED	$10.00	202.3(D) 305.5	October 28, 2015
80 Watt LED	$11.00	202.3(D) 305.5	October 28, 2015
100 Watt LED	$14.00	202.3(D) 305.5	October 28, 2015

403.4 Irrigation

Service Type	**Energy Charge ($/kWh)**	**Delivery/ Distribution ($/kWh)**	**Total**	**Tariff Reference**	**Revision**
Single-Phase, per meter	$0.067075	$0.010000	$0.077075	202.5(C)	September 1, 2013
Three-Phase, per meter	$0.067075	$0.010000	$0.077075	202.5(C)	September 1, 2013

403.5 Time-Based Usage (TBU) Voluntary Energy Efficiency Program

Service Type General Service Single-Phase	**Energy Charge ($/kWh)**	**Delivery / Distribution ($/kWh)**	**Total**	**Tariff Reference**	**Revision Date**
Summer Economy (Jun-Sept) (11:01 p.m. – 6:00 a.m.)	$0.04659	$0.021358	$0.067952	202.8(C)	March 23, 2022
Summer Normal (Jun-Sept) (6:01 a.m. – 2:00 p.m., 6:01 p.m. – 11:00 p.m.)	$0.052589	$0.021358	$0.073947	202.8(C)	March 23, 2022
Summer Peak (Jun-Sept) (2:01 p.m. – 6:00 p.m.)	$0.122955	$0.021358	$0.144313	202.8(C)	March 23, 2022
Non-Summer Economy (Oct-May) (11:01 p.m. – 5:00 a.m.)	$0.0530254	$0.021358	$0.074383	202.8(C)	March 23, 2022
Non-Summer Normal (Oct-May) (9:01 a.m. – 6:00 p.m., 8:01 p.m. – 11:00 p.m.)	$0.059130	$0.021358	$0.080488	202.8(C)	March 23, 2022
Non-Summer Peak (Oct-May) (5:01 a.m. – 9:00 a.m., 6:01 p.m. – 8:00 p.m.)	$0.06741	$0.021358	$0.088772	202.8(C)	March 23, 2022

403.5 Time-Based Usage (TBU) Voluntary Energy Efficiency Program (Continued)

Service Type General Service Three-Phase	**Energy Charge ($/kWh)**	**Delivery/ Distribution ($/kWh)**	**Total**	**Tariff Reference**	**Revision Date**
Summer Economy (Jun-Sept) (11:01 p.m. - 6:00 a.m.)	$0.038071	$0.019442	$0.057513	202.8(C)	March 23, 2022
Summer Normal (Jun-Sept) (6:01 a.m. – 2:00 p.m., 6:01 p.m. – 11:00 p.m.)	$0.080566	$0.019442	$0.100008	202.8(C)	March 23, 2022
Summer Peak (Jun-Sept) (2:01 p.m. – 6:00 p.m.)	$0.147478	$0.019442	$0.16692	202.8(C)	March 23, 2022
Non-Summer Economy (Oct-May) (11:01 p.m. – 5:00 a.m.)	$0.064502	$0.019442	$0.083944	202.8(C)	March 23, 2022
Non-Summer Normal (Oct-May) (9:01 a.m. – 6:00 p.m., 8:01 p.m. – 11:00 p.m.)	$0.053407	$0.019442	$0.072849	202.8(C)	March 23, 2022
Non-Summer Peak (Oct-May) (5:01 a.m. – 9:00 a.m., 6:01 p.m.-8:00 p.m.)	$0.061691	$0.019442	$0.081133	202.8(C)	March 23, 2022

403.6 Avoided Cost for DG Installation

Avoided Cost changes annually. Contact the Cooperative for latest cost.

403.7 Electric Vehicle Charging Rider (EV)

Service Type **EV Charging Rates – Single Phase**	**Energy Charge ($/kWh)**	**Delivery / Distribution ($/kWh)**	**Total**	**Tariff Reference**	**Revision Date**
Summer Economy (Jun-Sept) (11:01 p.m. – 6:00 a.m.)	$0.040000	$0.021358	$0.061358	202.8(C)	March 23, 2022
Non-Summer Economy (Oct-May) (11:01 p.m. – 5:00 a.m.)	$0.040000	$0.021358	$0.061358	202.8(C)	March 23, 2022

Service Type **EV Charging Rates – Three Phase**	**Energy Charge ($/kWh)**	**Delivery / Distribution ($/kWh)**	**Total**	**Tariff Reference**	**Revision Date**
Summer Economy (Jun-Sept) (11:01 p.m. – 6:00 a.m.)	$0.040000	$0.019442	$0.059442	202.8	March 23, 2022
Non-Summer Economy (Oct-May) (11:01 p.m. – 5:00 a.m.)	$0.040000	$0.019442	$0.059442	202.8(C)	March 23, 2022

V

Texas Laws & Regulations

Texas Law	Tariff Reference	Revision Date
Under the Texas Local Government Code § 232.001(a), the owner of a tract of land located outside the limits of a municipality must have a plat of the subdivision prepared if the owner divides the tract into two or more parts to lay out: (1) a subdivision of the tract, including an addition; (2) lots; or (3) streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.	305.7(A)	March 23, 2022

VI
Applications & Agreements

Application and Agreement for Service

Please print your information clearly and complete all required fields.
Any discrepancies may result in a delay in processing your application.

Previously had or currently have service with BEC? ☐ Yes ☐ No ☐ Renter ☐ Owner ☐ Landlord

Service Address _____ City, State _____ Zip _____

Service Start Date (if applicable) _____ Meter or Pole # (if applicable) _____ Gate Code (if applicable) _____

APPLICANT INFORMATION

Last Name _____ First Name _____ Middle Initial ____ DOB _____

SSN _____ DL#* _____ State ____ *MUST PROVIDE A COPY OF STATE IDENTIFICATION OR PASSPORT

Mailing Address _____ City _____

State _____ Zip _____ Email _____

Home Phone _____ Business Phone _____ Cell Phone _____

Applicant's Signature _____ Date _____

IF BUSINESS APPLICANT, also include:

DBA or Company Name _____ Tax ID or EIN # _____

Name (print): _____ ☐ Owner ☐ Partner ☐ Corporate Officer

Signature _____ *Authorized person of company Must provide a copy of SOS, IRS, or Duns Certificate of Filing

CO-APPLICANT INFORMATION (if applicable)

Last Name _____ First Name _____ Middle Initial ____ DOB _____

SSN _____ DL#* _____ State ____ *MUST PROVIDE A COPY OF STATE IDENTIFICATION OR PASSPORT

Home Phone _____ Cell Phone _____ Email _____

Co-Applicant's Signature _____ Date _____

FOR OFFICE USE ONLY

Date: _____ Deposit: _____ Member #: _____

Accepted by: _____ Billing Cycle: _____ Avail. Charge: _____ Rate: _____

Meter #: _____ Reading: _____ S.O. #: _____ W.O. #: _____

The undersigned Applicant for service (hereinafter called the "Applicant") hereby applies for electric service from the Bandera Electric Cooperative, Inc., Bandera, Texas 78003 (hereinafter called the "Cooperative"), upon the following terms and conditions:

1. If not an existing member of the Cooperative, Applicant will be assessed a $25 membership fee upon submitting Application forService.

2. Upon termination of this agreement, as provided below, the Applicant shall be entitled to a refund of such membership fee, provided all electric energy and other charges owed by the Applicant to the Cooperative are paid.

3. Upon termination of either (1) active electric utility service or (2) this agreement, the Member acknowledges the continuing responsibility for providing a valid forwarding address to the Cooperative for all future correspondence, including with regard to the Cooperative's future patronage allocations or the Member's receipts of patronage payments. The Member therefore agrees that the Member's failure to provide a valid mailing address will be deemed as the Member's voluntary contribution to the Cooperative (student scholarship fund, etc.) of all remaining patronage allocations and payments associated with the membership.

Applicant's Signature: _____ **Date:** _____

Co-Applicant's Signature: _____ **Date:** _____

4. Please designate if you are including additional services provided by BEC:

☐ **Auto Pay**	Applicant's Initials: _____	☐ **Paperless Billing**	Applicant's Initials: _____
☐ **SmartHub Bill Notification**	Applicant's Initials: _____	☐ **PrePay Program**	Applicant's Initials: _____
☐ **Operation Round Up**	Applicant's Initials: _____	☐ **BEC Solar Array**	Applicant's Initials: _____
☐ **Outdoor LED Lighting**	Applicant's Initials: _____	☐ **Community Solar**	Applicant's Initials: _____
☐ **BEC Fiber Broadband Internet**	Applicant's Initials: _____	☐ **Time Based Usage Program**	Applicant's Initials: _____

Applicant will provide an excellent letter of credit from their current utility provider (must show 12 months of continuous service and no more than 1 late payment), or make a deposit (deposit based on service location), if required, as set forth in the Cooperative's tariff. Said tariff is a part of this agreement to the same extent as if fully set out herein and is on file and available at the Cooperative's offices and website BanderaElectric.com.

5. The Applicant does hereby grant to the Cooperative the right to enter the land of the Applicant at all reasonable times to survey, design, stake, place, construct, operate, repair, maintain, relocate, or replace an electric distribution, fiber optic and/or service line or system, including the right to install the Cooperative's service lock as necessary. It is further agreed that the Cooperative is herein granted the right to cut and trim trees and shrubbery to the extent necessary for said survey and other activities, and the right to clear the land within a right-of-way of ten (10) feet either side of all electric lines and guy wires on Applicant's property and to keep it clear of all brush, trees, structures, and other obstructions, including the right to cut and trim all dead, weak, leaning or dangerous trees located outside of said rights-of-way area which are tall enough to strike the electric facilities in falling. Nothing shall be placed or permitted to remain within the rights-of-way which may damage or interfere with the installation and maintenance of the electric system. It is further understood that the Cooperative shall not be liable for either direct or consequential damages to Applicant's property, real and/or personal, resulting or arising from any action taken by Cooperative employees in carrying out work or activities associated with design and construction of the electric service applied for herein, except when the negligence of Cooperative employees was the sole proximate cause of said damage. It is understood that, where required, the Cooperative will use its best efforts in obtaining right-of-way easements over land belonging to third parties, however, it is understood and agreed between the parties hereto that, if the Cooperative is unable to obtain said easements from third parties, there is no liability for service under this application until said easements can be obtained. It is further understood that the Cooperative is not required herein to undertake condemnation proceedings, or pay for the easements herein contemplated, and it is further agreed that the Applicant will, if necessary, be responsible for obtaining necessary easements from third parties.

6. The Applicant does hereby agree to comply with and be bound by the provisions of the Articles of Incorporation and Bylaws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Cooperative. It is expressly agreed that electric service applied for herein is to be provided for and taken in accordance with the provisions of this agreement and the Cooperative's tariff. Applicant agrees to have the installation wired so it meets the National Electric Code requirements and Cooperative's wiring specifications, as well as other applicable standards that may be imposed by law, ordinance, or regulations. Applicant acknowledges that said compliance is Applicant's sole responsibility and is not monitored or inspected by the Cooperative and agrees to maintain all wiring, motors, and electrical apparatus so that it will be safe to use and will not interfere with service to other consumers on the Cooperative's system.

7. If a new line extension is required, it is expressly understood that there is no liability for service under this application until any applicable "Engineering Fee" or "Contribution in Aid of Construction" charges have been paid in full as set forth in the Cooperative's Tariff. Applicant hereby agrees to furnish true and correct information in conjunction with this application as requested and provided for in the Applicant's Service Data form which is attached hereto and made a part of this application.

APPLICANT'S INITIALS: _____ **CO-APPLICANT'S INITIALS:** _____

8. Applicant promises to pay to the Cooperative for service hereunder at rates set forth in the Cooperative's applicable rate schedule and shall be subject to the terms and conditions set forth in the Cooperative's tariff as may be from time to time adopted by the Cooperative. If the Applicant fails to pay any monies hereunder, the Cooperative may initiate proceedings to discontinue electric or internet service to the Applicant. Failure of the Cooperative to exercise such option to discontinue service in the event of Applicant's failure to pay shall in no event constitute a waiver of the Cooperative's right to discontinue service, and each day of breach by nonpayment thereafter by Applicant shall constitute a separate breach of this Agreement. Should the classification of the account be misrepresented, changed, or in error, the Cooperative reserves the right to apply the correct rate schedule and adjust billings accordingly. The Cooperative may collect any amounts owed it by the Applicant for electric energy or other service delivered, and if Applicant becomes delinquent in the account with Cooperative, the Cooperative may sue Applicant in a court of competent jurisdiction to obtain judgment or other legal relief for same. Applicant hereby agrees that in the event of default in the payment of any monies due hereunder to the Cooperative, and the Cooperative places such account in the hands of any attorney or other agency for collection, Applicant agrees to pay at Bandera, Texas all reasonable attorney's fees and 35% in collection expenses incurred in such manner.

9. The Cooperative shall not be liable for the interruption of electric power or energy by acts of God or other circumstances as set forth in the Cooperative's tariff.

10. It is further understood and agreed between Cooperative and Applicant that the venue of any and all litigation arising out of breaches of the provisions of this agreement shall be in Bandera County, Texas.

11. This agreement shall become effective on the date written above and shall remain in effect until terminated by either party giving to the other, a one month notice in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year stated above.

APPLICANT'S SERVICE DATA

Date _____ Name _____

Service request for: ☐ New Line Extension ☐ Relocation of existing facilities ☐ Upgrade of service capacity

Phone No. 1 _____ Phone No. 2 _____

Do you wish to be present during the survey? ☐ Yes ☐ No If yes and not the original applicant, please complete the following:

Contact Name: _____ Contact No.: _____

Do you currently or have you previously received service from BEC? ☐ Yes ☐ No If yes, current meter # _____

If yes, is your new service request on the same property? ☐ Yes ☐ No

Are you the owner of the property being served? ☐ Yes ☐ No If no, owners name _____

INFORMATION ON PROPERTY TO BE SERVED: *(All information below required)*

Physical or 911 Address _____

Property Description _____ acres situated in _____ County Gate Code _____

Lot # _____ Block # _____ Unit # _____ in Subdivision _____

FOR LINE EXTENSIONS AND RELOCATIONS A WARRANTY DEED AND SURVEY PLAT MUST BE ATTACHED.

Do you prefer ☐ Overhead ☐ Underground Service

REQUESTED LOCATION FOR METER

☐ Permanently on meter pole set by the Cooperative

☐ 200 amp Meter Loop installed by BEC (if applicable)

☐ Permanently on structure

☐ Permanently on meter rack

PROPOSED SIZE OF MAIN SERVICE ENTRANCE DISCONNECT

☐ 200 amp or less ☐ Greater than 200 amp **Size: _____

***If over 200 amps, a load breakdown is required; the request will be on hold until the breakdown is received.*

Phase Type: ☐ Single Phase

☐ Three Phase - Secondary Voltage Required: _____

TYPE OF WASTE WATER FACILITIES

☐ Private/Septic ☐ Subdivision _____

WATER SUPPLY

☐ Drilled Well ☐ Subdivision _____

***IMPORTANT**: FAILURE TO PROMPTLY MARK DESIRED METER LOCATION WITH METER TAG MAY DELAY SERVICE. PRIVATE LOCATES ARE THE MEMBER'S RESPONSIBILITY.*

ALL ELECTRIC ☐ Yes ☐ No

FACILITY TO BE SERVED

☐ House - Sq. Feet _____

☐ Mobile Home - Sq. Feet _____

☐ Travel Trailer - Length _____

☐ Business - Type _____

☐ Other _____

TYPE OF USE

☐ Primary Residence ☐ Seasonal

☐ Weekend/Vacation ☐ Rental/Lease

☐ Spec. Home ☐ Other _____

Change Order Request: _____

A request for change to a completed design may be subject to a $250 resurvey fee. Date and Initial: _____

FOR OFFICE USE ONLY:

District #:_____ Engineering Fee Paid $:_____ Allowance:_____ Member #: _____

Notes:_____ WO#:_____

_____ Date Received: _____

Establishment of Capital Account

Select one of the following capital accounts ("account") by placing your initials next to the account selected:

___ (1) **MEMBERSHIP ACCOUNT WITHOUT "P.O.D."** (PAYABLE ON DEATH) DESIGNATION. The member to the account owns the account. On the death of the member, ownership of the account passes as a part of the member's estate under the member's will or by intestacy.

Enter the name of the member: _____

___ (2) MEMBERSHIP ACCOUNT WITH "P.O.D." (PAYABLE ON DEATH) DESIGNATION. The member owns the account. On the death of the member, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the member's estate.

Enter the name of the member: _____

Enter the name or names of the P.O.D. beneficiaries and the last four of their SSN:

_____

_____

___ (3) **JOINT-MEMBERSHIP ACCOUNT WITH RIGHT OF SURVIVORSHIP**. The parties to the account own the account jointly. On the death of a member, the member's ownership of the account passes to the surviving parties.

Enter the names of the parties: _____

___ (4) **JOINT-MEMBERSHIP ACCOUNT WITH RIGHT OF SURVIVORSHIP AND P.O.D.** (PAYABLE ON DEATH) DESIGNATION. The parties to the account own the account jointly.

On the death of the last surviving member, the ownership of the account passes to the P.O.D. beneficiaries.

Enter the name of the member: _____

Enter the name or names of the P.O.D. beneficiaries and the last four of their SSN:

_____

_____

ACKNOWLEDGMENT: I acknowledge that I have read each paragraph of this form and have received disclosure of the ownership rights to the accounts listed above. I have placed my initials next to the type of account I want.

_____ _____

Signature **Date**

Bandera Electric Cooperative | 866.226.3372 | P.O. Box 667 | Bandera, TX 78003

IMMEDIATELY

PLACE THIS TAG AT YOUR DESIRED METER LOCATION

BANDERA ELECTRIC COOPERATIVE
P.O. BOX 667 BANDERA, TEXAS 78003
866.226.3372

The exact location where you want the meter must be clearly marked with this tag. Failure to promptly mark desired meter location may delay service.

Return all paperwork along with a copy of your state identification, or passport, by any of the following options:

Email: **Engineering@BanderaElectric.com**

Mail: **Bandera Electric Cooperative**
Attn: Engineering Department
P.O. Box 667
Bandera, Texas 78003

Fax: **Bandera Office: 830.460.3030**

Phone: **866.226.3372**

BEC Office Locations:

Bandera Headquarters:
3172 State Hwy 16 N.
Bandera, TX 78003

Boerne Office:
1100 N. Main St., Suite #104
Boerne, TX 78006

Comfort Office:
739 Front Street (Hwy 27)
Comfort, TX 78013

Leakey Office:
485 West Ranch Road 337
Leakey, TX 78873