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# **TCEC**



# **RULES AND REGULATIONS OF SERVICE**

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## GENERAL STATEMENT

### **Purpose**

The Rules and Regulations of Service of Tri-County Electric Cooperative, Inc. ("TCEC") govern the supplying and taking of electric service. These Rules and Regulations of Service secure for each Member/Customer/Non-Member (hereinafter referred to as "Member") the greatest possible latitude in the enjoyment of his/her/its service consistent with sound utility practices and the safety of the Member, TCEC personnel and other parties.

### **Applicability**

Service shall only be supplied under and pursuant to these Rules and Regulations of Service and any modifications or additions thereto lawfully made, and such applicable rates as may from time to time be lawfully fixed.

### **Conflicts**

These Rules and Regulations of Service supersede and cancel all previously adopted terms, conditions, rules, and regulations pertaining to the supplying and taking of electric service from TCEC. Any modification and/or additions thereto are applicable to all agreements and contracts now existing or which may be entered into by TCEC in the future.

### **Availability**

These Rules and Regulations of Service are on file in the office and on the website ([www.tcec.coop](http://www.tcec.coop)) of TCEC. Copies may be obtained without charge from TCEC by any Member upon request made either in person, by telephone, by mail, or by electronic means.

## APPLICATION FOR SERVICE

Any Individual, Partnership, Association, Firm, Corporation, Limited Liability Company, Government Agency, or any other public or private entity desiring to apply for electric service shall do so by:

- Completing an Application for Service and agreeing to be bound by the Bylaws and the Rules and Regulations of Service of TCEC and any amendments or modification thereto; and
- Making a Member Contribution to Construction, if required, for an extension of the electric facilities of TCEC. The Member Contribution to Construction must be paid in full before service is installed, unless other contractual arrangements are made with TCEC.
- Upon completion of Application for Service, applicant shall be a Member of TCEC, unless expressly advised by applicant of his/her/its desire to not be a Member.

The Application for Service shall be in the correct legal name of the applicant. Applicant shall provide the appropriate social security number, federal tax identification number or equivalent.

TCEC shall not provide service until the requested information is provided. In the event that service was connected prior to receiving the requested information, TCEC shall discontinue such service upon a determination that the information was not provided or that the information provided is incorrect or fraudulent.

## SECURITY DEPOSITS

### Requirements

At the sole discretion of TCEC, Applicant or Member may be required to make a security deposit to guarantee payment for service. TCEC shall request and utilizes a third-party service to verify the social security number, federal tax identification number, or equivalent of an Applicant.

All applicants whose identity cannot be verified must bring proof of identity to the TCEC office during regular business hours before receiving service.

No security deposit shall be required by TCEC because of the race, creed, national origin, marital status, age, number of dependents, source of income, or geographic area of Residence of the Applicant/Member.

### Non-transferrable

Security deposits cannot be transferred from one Member to another Member or Applicant.

### Interest on Security Deposits

Security deposits shall bear interest at the highest rate allowed by the Corporation Commission within the TCEC territory.

### Return of Security Deposit

Security deposits shall be refunded as a credit on the account of the Member at the end of any twelve-month period in which the account was not delinquent.

Upon termination of all service, security deposits shall be applied to the account balance, and any remaining balance returned to the Member.

### Amount of Security Deposit

#### Applicants for Residential/General Services

A security deposit shall be collected from Applicant for service based on the potential for delinquency.

TCEC shall use a third-party service to determine the level of delinquency that exists. This risk will be communicated with TCEC using a color system, as follows:

#### Residential/General Service

Green	\$0
Any other color	\$300

At no time will the third-party service share Member's credit score with TCEC.

#### Applicants for all other Services (i.e. Oil/Natural Gas, Irrigation, Large Power, Industrial, Wind)

TCEC shall use a third-party service to determine the level of delinquency that exists. Upon the determination of risk, TCEC may require a deposit prior to service as referenced above.

The amount of the deposit required is based on a determination of the average or estimated consumption expected over a two and a half (2 ½) month period. Once that estimate is made, Member can make an interest-bearing cash deposit in that amount with TCEC.

In the alternative, an alternate deposit can be made by furnishing an Irrevocable Letter of Credit in a form and from a financial institution approved by TCEC. It will be necessary that the Letter of Credit be valid for a period of six (6) years.

The amount of the credit deposit will be reviewed after a three-year period and each year thereafter.

As a Member of a cooperative, the Member will be credited with capital credits which are a calculated portion of the profit from the sale of electricity. In the event the allocated capital credits are equal to or greater than the Letter of Credit, the Letter of Credit will be rescinded at TCEC's discretion. At the point Member's capital credits equal the required amount of the deposit, TCEC can elect to hold the Member's earned capital credits in lieu of the deposit. After such a change, only the amount of capital credits exceeding the deposit amount will be eligible for retirements as annually determined by the Board of Trustees.

## **Members**

A security deposit may be required from a Member as a condition of continued service when:

- The Member is adding an additional account;
- Service has been terminated for non-payment of charges;
- Two (2) payments out of the prior twelve (12) billing periods have been dishonored;
- The Member is found to have tampered with meter or other equipment of TCEC; or
- Bankruptcy.

## **Waiver for Pay As You Go**

TCEC may waive the requirements for a security deposit if an Applicant/Member desires to participate in the [Pay As You Go service](#).



## BILLING

### Billing Period

Meters are read and billed approximately every thirty (30) days. Normally, bills shall be rendered each billing month. However, other billing periods may be designated by TCEC.

### Notices to the Member

TCEC shall provide the following notices to the Member:

#### Bill or Invoice

**Bills are due on the date of mailing.** The bill provides the Member with the amount due for service(s) and the date at which the account becomes past due. The bill serves as the final mailed notice.

#### Additional Reminder

If the Member signs up for the service, TCEC will provide a reminder at least one (1) business day prior to termination of service for non-payment. The Member may select the method or methods of notification from those methods available from TCEC.

Member will not receive a reminder call if they selected to be on the Do Not Call list.

### Non-Receipt of Bill or Notices

The obligation of the Member to pay for service shall not be released or diminished by non-receipt of bill, invoice, notice, additional reminder, etc.

### Exceptions to Notice

Notwithstanding any other section regarding [termination of service](#), TCEC may, at any time, suspend service without notice or delay:

- If TCEC reasonably believes that such action is necessary to correct a condition that poses a health or safety hazard to the Member, the general public, equipment or personnel of TCEC.
- For purposes of essential repair, maintenance or testing of the equipment of TCEC.

TCEC shall make such efforts as are reasonable under the circumstances to minimize the adverse effects of the suspension of service and to inform affected Members prior to suspension of service.

### Resolving Disputed Bill

In the event the Member disputes the amount of a bill for services rendered, TCEC shall promptly make a complete investigation of the matter. If the bill is correct, TCEC shall use its best efforts to explain the questioned matter to the Member. No dispute with reference to the amount of a bill excuses payment by the Member when such bill is due.

### Adjustment of Bills for Meter Error

Whenever a meter is found to have an average error that is more than two percent (2%) fast (over-charging) or more than two percent (2%) slow (under-charging):

## **Fast Meter – Over-Charging**

TCEC shall refund to the Member the over-charge based upon the corrected meter readings. The adjustment shall be from the date of the cause of the error if such can be established. If the date of the error cannot be established, the adjustment shall be one-half the time elapsed since the last [meter test](#) or six (6) months whichever is least. TCEC shall not pay the Member interest on the amount of the over-charge.

## **Slow Meter – Under-Charging**

TCEC shall charge the Member the under-charge based upon the corrected meter readings. The adjustment shall be from the date of the cause of the error, if such can be established. If the date of the error cannot be established, the adjustment shall be one-half the time elapsed since the last [meter test](#) or six (6) months whichever is least. TCEC shall not charge the Member interest on the amount of under-charge.

## **Non-registering Meter**

If a meter is found to not register or to register intermittently for any period, TCEC shall charge based on an estimate. The estimate shall be calculated by averaging the usage registered over corresponding periods. In the absence of such usage information, the estimate shall be based on calculated use of the connected load over similar periods either preceding or subsequent thereto. TCEC shall not pay or charge the Member interest on the amount of over-charge/under-charge.

## **Incorrect Register or Multiplier**

If the Member was charged based on a reading from a meter with an incorrect register or multiplier:

- TCEC shall refund excess amount paid by the Member ([see Fast Meter above](#)); or
- TCEC shall bill the Member for the under-charge ([see Slow Meter above](#)).

## PAYMENT METHODS

### Payment by Mail

The Member paying by mail shall place payment in a clearly addressed envelope and shall post such payment to cause it to arrive at TCEC on or before the past due date.

TCEC's mailing address is:

TCEC  
P.O. Box 880  
Hooker, Oklahoma 73945-0880

### AutoPay (recurring)

The Member may request TCEC to establish a recurring financial transaction (i.e., ACH, e-check, credit card, debit card, draft, etc.) with U.S. financial institution where the Member has an account for payment of services. The decision to accept a recurring financial transaction shall be solely at the discretion of TCEC.

#### Eligibility

Any Member is eligible for the AutoPay program provided the Member has:

- Signed up through SmartHub; and
- Selected an acceptable means of payment as determined by TCEC (i.e., checking accounts, saving accounts, money market accounts, credit cards, debit cards, ACH, etc.).

[Payment arrangements](#) are not available to Members using the AutoPay program.

#### Removal from AutoPay

The Member shall be removed from the AutoPay program:

- If the Member requests termination;
- If TCEC receives two (2) insufficient funds notices within twelve (12) months;
- If the final bill is issued on an account; or
- If [disconnected](#) as a result of a past due amount on an account with an AutoPay plan.

The unpaid balance (referred to as a "Balance Prior to the Current Billing" shall appear on the next bill rendered. Additionally, the entire amount owed, plus any [fees](#) that may occur, must be paid in full prior to restoration of electric service. If disconnected as a result of a past due amount on an account with an AutoPay plan, the Member shall remain ineligible until the account meets the AutoPay qualifications.

### Electronic Payment (non-recurring)

The Member may request TCEC or an Authorized Agent to perform a non-recurring financial transaction through a U.S. financial institution where the Member has an account for payment of services rendered to the Member. The decision to accept a non-recurring transaction shall be solely at the discretion of TCEC.

TCEC shall credit an Electronic Payment as if it had been received at TCEC on the same business day as the request to pay electronically.

The Member shall ensure that sufficient funds are available through whatever Electronic Payment instrument is selected by the Member.

Electronic Payments returned to TCEC as invalid, insufficient funds or any other reason shall incur a charge pursuant to [Insufficient Funds Check Charge](#).

An Electronic Payment returned to TCEC shall cause the account(s) of the Member to be deemed past due as if the payment had never been tendered.

If the Member has, during a twelve (12) month period, had two (2) or more Electronic Payments returned to TCEC by his/her/its financial institution, TCEC shall refuse to accept an Electronic Payment from the Member.

## **Authorized Pay Stations**

TCEC may contract with an Authorized Agent to establish and maintain a network of payment sites at locations where Members can make payments using a check, credit card, debit card, or cash. Authorized Agents may charge the Member a fee for use of the service.

## **Pay As You Go Program**

### **Availability**

The Pay As You Go program is offered on a strictly voluntary basis upon election by any Member receiving Residential service and desiring to participate in the program. However, those Members choosing the Pay As You Go program with an existing past due balance (e.g., delinquent) will be required to remain on the Pay As You Go program until the balance is paid in full.

### **Application**

Any new or existing Member may request to participate in the Pay As You Go program.

### **Security Deposit and Charges**

Any Member on Pay As You Go that is subject to disconnection due to a depleted credit balance and meter cannot be remotely disconnected/reconnected may incur a trip charge. (Example, three phase Pay As You Go meter.)

A new Member requesting the Pay As You Go program will not be required to pay a security deposit.

Any accrued security deposit on an existing Member's account at the time of entry to the Pay As You Go program will be applied to the Member's account balance and any remainder will be used to purchase energy. The security deposit may count toward the minimum credit required to begin the service.

The Collection Charge will not be assessed to Members participating in the Pay As You Go program when service is stopped due to a lack of prepayment and then reinstated following a purchase.

Members taking Residential service who have been disconnected for non-payment and elect to reconnect under the Pay As You Go program will not be assessed a Collection Charge.

### **Purchasing Power**

A minimum \$20.00 credit balance shall be required to begin Pay As You Go service. If power is disconnected due to a zero balance, a minimum \$20.00 credit balance is required to reconnect power. Any other time Members may purchase power in any amount they choose by internet, telephone, payment kiosk, or in person at the TCEC office during normal business hours.

## Debit Management

Any balance remaining at the time of the application for Pay As You Go less any accrued security deposit will be paid with twenty-five percent (25%) of Member's future purchase power payments until the remaining balance is paid in full.

A credit of \$20.00 shall be required to begin Pay As You Go service. This amount cannot be included in the Debt Management.

Once Member is established on Pay As You Go, only the original balance can be transferred in the event the member changes residence.

## Account Management and Billing

TCEC will monitor usage of participating Pay As You Go Members and send purchase requirement notifications when their balance reaches the credit balance of \$10.00, unless modified by the Member. Participating Members can choose to receive purchase requirement notifications by electronic mail, text message or both and this serves as a potential delinquency notice. All notifications will be generated from an automated system.

Pay As You Go program accounts become past due immediately upon failure to maintain a credit balance. TCEC shall discontinue service for such delinquency immediately with no notice to the Member.

A bill is calculated each day in the usual manner using the applicable Residential rate. Members will not receive a paper bill.

## Provisions

Members are subject to disconnect on weekends, holidays, or after normal business hours. The provisions of the Weather Rule are not applicable under this service.

## Other

Except as modified herein, all other provisions of the Residential rates shall apply.

## Levelized Monthly Payment Plan (Residential Only)

### Eligibility

The Levelized Monthly Payment (LMP) plan is available to all Residential accounts following approval of the application by TCEC.

Applications shall be available to Members at any time upon request by telephone, mail, email, website, or in person at the business office during regular business hours.

### Approval

Applications shall be approved by TCEC for accounts that have:

- Zero balance; and
- A credit history indicating the account remained current the past twelve (12) months, unless a new member.

## Functioning

The monthly payment amount shall vary (upward or downward) as a result of variation in usage by the Member and fluctuations in wholesale power costs. The LMP plan serves to minimize large changes by averaging of billings over a rolling twelve (12) month period.

Participation in the LMP plan shall have no effect on TCEC's approved rates or other billing charges.

Actual billing shall continue to be based upon the applicable rate and meter readings obtained to determine consumption. However, the LMP plan amount shall be identified as a separate item on the bill so the Member knows the amount to pay. The actual billing shall also be reflected on the bill as a separate item as information for the Member.

The unpaid balance (referred to as a "Balance Prior to the Current Billing") shall appear on the bill. At such time as the LMP plan account becomes [past due](#), the provisions of the Rules and Regulations of Service shall apply.

## New Members – Less than 12 Months History

A Member who has taken service at a location for less than twelve (12) months may be placed on the LMP plan if a satisfactory payment history has been demonstrated at a previous location. If sufficient billing history is not available, the LMP plan amount may be determined by using an estimated average based on the average usage of the previous tenant/etc.

## Removal from LMP

The Member shall be removed from the LMP plan if:

- The Member has been delinquent twice during any twelve (12) month period;
- The Member requests termination;
- The final bill is issued on an account; or
- Disconnected as a result of a past due amount on an account with an LMP plan. The unpaid balance (referred to as a "Balance Prior to the Current Billing") shall appear on the next bill rendered. Additionally, the entire amount owed, plus any [fees](#) that may occur, must be paid in full prior to restoration of electric service. If [disconnected](#) as a result of a past due amount on an account with an [LMP plan](#), the Member shall remain ineligible until the account meets the LMP qualifications.

## Electronic Bill - Presentment and Payment

TCEC shall make an electronic bill presentment and payment means available for the Member to receive and pay for services. Use of the Electronic Bill Presentment and Payment system does not change the obligations of the Member or TCEC as described in these Rules and Regulations of Service. Agreement to use the electronic bill presentment and payment service removes the requirement for a paper bill, notices, reminders, etc.

## **NON-PAYMENT OF AMOUNTS OWED**

### **Due Date**

**Bill is due on the date of mailing.**

### **Penalty for Late Payment**

A penalty (see description of penalty in the applicable rate) shall be added to the monthly bill if not paid within twenty (20) days after the date of mailing. The date of mailing shall appear on the bill and other notices.

### **Payment Arrangements**

If a member is unable to pay in full, payment arrangements can be made by telephone, via website or in person to avoid disconnection. Arrangements will not be extended past the next monthly bill's due date. If a member fails to honor an arrangement, service will be terminated until arrangement amount and all associated fees are paid in full and will not be allowed to make arrangements for six (6) months. No exceptions are permitted without approval by an appropriate member of management.

#### **Exceptions**

Accounts on Levelized Monthly Payment (LMP), AutoPay, or Pay As You Go plans are not eligible for Payment Arrangements.

#### **False Information by the Member**

False information given to TCEC by a Member to qualify for a Payment Arrangement shall be grounds for immediate [disconnection of service](#). Service can be restored once the Member meets the requirements described in [Reconnection Following Termination](#).

### **Life-Threatening Situation**

If the Member notifies TCEC that disconnection of service shall give rise to a life-threatening situation to a resident of the premises, TCEC shall suspend disconnection of service or reconnect a disconnected service to allow the Member to make arrangements for and make payment of a past due account. The Member shall confirm the life-threatening situation by presenting a written certificate on the form prescribed by TCEC within seventy-two (72) hours of the original notification to TCEC.

A life-threatening situation certificate is only effective for thirty (30) days.

The life-threatening situation certificate may be renewed one (1) time for an additional thirty (30) days if the Member provides, at the Member's expense, verification by medical personnel licensed by the state and/or county (medical doctors, doctors of osteopathy, and county medical directors) of the life-threatening situation on the form prescribed by TCEC.

The life-threatening situation certificate shall identify the medical emergency, specify the effect of disconnection of service, and specify the time period during which disconnection of service shall give rise to a life-threatening situation.

Continuation or reconnection of service shall not in any way relieve the Member of liability incurred for services. Failure to make payment in accordance with [arrangements](#) made shall result in disconnection of service.

The life-threatening certificate does not give the Member priority during an outage. The Member should make arrangement for such events.

False information given to TCEC by a Member in order to utilize the life-threatening situation plan shall be grounds for immediate [disconnection of service](#).

## **Disconnection of Service**

TCEC may disconnect service for non-payment of bill twenty-five (25) days after the date of mailing.

If service is discontinued because of non-payment or for a violation of these Rules and Regulations of Service, the Member shall pay the full amount due plus all applicable [fees](#) prior to restoration of service. TCEC shall restore service within a reasonable time during normal working hours. If Member desires to be reconnected after normal working hours a Trip Charge may be applied.

TCEC may refuse to accept a check or other negotiable instrument as payment from a Member who has a history of having checks or other negotiable instrument returned for non-payment. A [fee](#) shall be added for any returned check or other negotiable instrument.

TCEC reserves the right to refuse service at any location until all past due bills and all applicable fees owed by the Member are paid in full.

TCEC may disconnect service for any of the following reasons:

- Upon request of the Member. The Member shall give a minimum of three (3) working days' notice of intent to terminate service. Holidays observed by TCEC, Saturdays and Sundays are not considered working days. The Member shall be responsible for all [charges and fees](#) for service through and including the date of termination.
- [Non-payment](#) of all or any portion of bills for electric service.
- Failure to comply with a Payment Arrangement.
- Failure to pay a [security deposit](#) when required.
- Failure to provide the information necessary to complete the [Service Application](#).
- Misrepresentation of identity, facts, use of an alias, trade name, business name, relative's name or another person's name or any other device to obtain service or escape payment of an obligation to TCEC. If TCEC suspects that a suspended Member, with an outstanding balance is living at a Residence served by TCEC, TCEC will ask the Member named on the residential account to sign an affidavit stating that the suspended Member is not and will not be living at the Residence.
- Unauthorized use of electricity.
- TCEC has reason to believe that continued service shall create a condition that is dangerous to persons or property as defined by the most current version of the National Electric Code.
- The Member refuses to grant TCEC's employee or agent [access](#) for the purpose of installation, maintenance, replacement, or reading of TCEC's equipment at a reasonable time, or maintaining an obstruction that denies TCEC access.



- Maintaining a condition on the Member's premises that has a potential adverse effect on service to other Members of TCEC. The Member shall be notified of such condition and given a reasonable opportunity to correct the adverse effect.
- Abandonment of the premises served.
- Willfully or neglectfully causing injury or threatening to cause injury to an employee of TCEC, the family of an employee of TCEC, an agent of TCEC, or the property of TCEC for the purpose of preventing TCEC employees or agents from engaging in activities authorized by law, these Rules and Regulations of Service and/or in retaliation for such activities.
- Violation of any part of these Rules and Regulations of Service.

## Reconnection Following Termination

When a disconnection of service has occurred, TCEC shall reconnect service to the Member within twenty-four (24) hours, subject to an intervening act of God, after:

- Payment in full of the past due amount and all applicable [fees](#) (including [security deposit](#), if applicable); or
- Agreement to a Payment Arrangement; or
- Filing of a [life-threatening situation certificate](#); or
- Guarantee of payment from a federal, state, or local social service agency that payment shall be made directly to TCEC.

Reconnection or continuance of service does not, in any way, relieve the Member of the liability incurred for prior service.

Manual reconnection outside regular working hours may bear a Trip Charge. Regular working hours are between 8:00 am to 5:00 pm Monday through Friday except holidays observed by TCEC.

## Weather Rule

TCEC shall not terminate service to a Member's account if:

- Summer - The forecast heat index is 95° F or above on the day of termination.
- Winter - The forecast low temperature is 35° F or below on the day of termination.

### Determination of Moratorium

TCEC shall use "*The Weather Channel's*" forecast from each of the four (4) county seats (listed below) to determine when TCEC shall suspend termination of service. If it is determined a moratorium is in effect for in any of the listed counties, TCEC shall suspend termination of service for the service territory.

Those county seats are:

- Beaver, Beaver County, Oklahoma
- Boise City, Cimarron County, Oklahoma
- Elkhart, Morton County, Kansas
- Guymon, Texas County, Oklahoma

## METERING

### Installation

TCEC shall own, install, and maintain all metering equipment, this includes the meter base regardless of location, at its expense. The Member shall, without expense to TCEC, provide and maintain a location satisfactory to TCEC for installation of metering. Inclusion or exclusion of metering equipment in the pricing of Member Contribution to Construction does not change ownership of equipment.

### Evidence of Consumption

The registration by the meter shall be accepted and received at all times and places as prima facie evidence of the amount of electrical power (energy and capacity) taken by the Member.

### Separate Metering

TCEC's rates provide for separate metering of different classes of service. The wiring of the Member shall be arranged so that each class of service can be metered separately. Not more than one set of service wires shall be run to a single building or premise for each class of service.

### Multi-Residences Served by a Single Meter

TCEC shall not provide a new connection for electric service to two (2) or more Residences through a single meter. Separate meters for each Residence shall be installed.

When two or more Residences are currently being served by one meter, the applicable [miscellaneous charge](#) (Multi-Residences served by a Single Meter Fee) shall apply.

#### Exception

Where a landlord is providing the electric service as part of the rental on an apartment(s), individual meters are not required. The Multi-Residences served by a Single Meter Fee shall apply.

### Meter Accuracy and Testing

TCEC shall own test equipment necessary for the [testing of meters](#).

Reference standards shall be submitted at least once each year to an approved laboratory for the purpose of testing, certification, and adjustment, if necessary.

A certification of calibration card shall accompany each standard at all times.

### Accuracy Requirements for Watt-Hour Meters

No meter that is known to be inaccurate shall be placed or remain in service. All tolerances are to be interpreted as the maximum permissible variance from conditions of zero error. No meter shall be adjusted to be in error.

### Accuracy Limits

Because TCEC uses solid state meters, the issues that exist with electro-mechanical meters (i.e., meter creep, test accuracies, etc.) no longer occur.

Should any electro-mechanical meters be used, TCEC will follow the guidelines for accuracy limits as established by the Oklahoma Corporation Commission.

## Schedule for Testing of Meters

Because TCEC uses solid state meters, there is no scheduled interval for testing such meters. Solid state meters are programmed to perform a self-diagnosis and testing program at regular intervals.

If TCEC uses any electro-mechanical meters (self-contained or instrument), guidelines for testing as established by the Oklahoma Corporation Commission will be followed.

## Meter Test Requested by the Member

Upon request from a Member, TCEC shall [test the Member's meter](#) to determine accuracy as soon as practical, excluding Saturdays, Sundays and holidays.

First meter test shall be free. All other meter tests within five (5) years following the initial test shall result in a \$500.00 test fee which shall be required in advance. The fee shall be refunded if the meter is found to have an average error of two-percent (2%) or more.

The Member may be present when TCEC conducts the test on the meter. The Member may have an expert or other representative present at the test. The test shall be conducted at a time selected by TCEC and agreed to by the Member.

## Non-Standard Meter Rider – Optional (NSMR)

This is applicable to Members who request the Cooperative to install a non-standard non-communicating meter instead of the Cooperative's standard communicating meter and take service under a rate schedule for which all information necessary to administer the rate is available from a non-standard meter. An advanced meter opt-out agreement is required for use of this rider.

In addition to all charges and provisions of the rate schedule otherwise applicable to the Member, the following shall apply to the Member.

NSMR Enrollment Fee:	\$150.00 (this is a one-time charge)
NSMR Monthly Fee:	\$60.00 (this is in addition to all other applicable monthly charges)

The first billing, following installation of the non-standard meter shall include the NSMR Enrollment Fee plus the NSMR Monthly Fee.

The Cooperative shall have the right of access to the Member's premises for meter reading and for any purpose normally connected to providing electric service. Denial of access will result in termination of the Member's participation in this rider and the Cooperative will install its standard communicating meter.

If the Member requests NSMR for multiple meters, the NSMR fees are applicable to each meter.

In the event a replacement non-standard meter is not available for a non-standard meter requiring service, the Cooperative may temporarily install a standard communicating meter in order to maintain service to the premise and the NSMR charges shall continue to apply.

## MEMBER'S SERVICE OBLIGATIONS

### Member Provided Access

Authorized agents of TCEC shall have access to premises of the Member at all reasonable hours for the purpose of removing, or replacing the property of TCEC, reading meters and all other purposes incidental to the supplying of electric service.

### Use of Service

Service shall be supplied directly to the Member through the meter. Such service is to only be used by the Member for the purposes specified and in accordance with the provisions of these Rules and Regulations of Service.

### Use by the Member Only

Service shall be for use by the Member only. Under no circumstances may the Member install meters for the purpose of reselling or otherwise disposing of service supplied the Member to lessees, tenants or others.

In no case may the Member, except with written consent of TCEC extend or connect his/her/its installation across or under a street, alley, lane, court, avenue, boulevard, or other public or private space in order to obtain service for adjacent property through one meter even though such adjacent property is owned by the Member. Such consent may be given when such adjacent properties are operated as one integral unit under the same name and for carrying on parts of the same business.

### Right-of-Way

Without reimbursement by TCEC, the Member shall provide permits, certificates and/or rights-of-way satisfactory to it granting access across the property owned or controlled by the Member for the overhead or underground lines or extensions of TCEC thereof necessary or incidental to the supplying of service to the Member.

TCEC shall use reasonable diligence in protecting the property owner when providing or maintaining overhead or underground service connections.

TCEC shall have the right to clear its service connection of any interfering tree, shrub, or other obstruction. Upon objection, TCEC may relocate the service connection to meet its requirements. The full cost of relocation shall be borne by the Member or property owner.

### Service Limits

Service shall be available for power requirements of motors with individual capacities of up to ten (10) horsepower or no more than eight (8) kilo-Watts (kW). Services with requirements larger than ten (10) horsepower or eight (8) kW, may be served on a case by case basis. Consideration shall include established standards for voltage distortion and flicker as established in the most recent version of the Institute of Electrical and Electronics Engineers ("IEEE") Standards 519 and 1453.1 or its replacement.

When three-phase service is provided, the Member shall arrange wiring so that all single-phase and three-phase service of the same voltages can be taken through one meter. The Member shall make reasonable efforts to maintain a balanced load on all phases. TCEC shall enforce balancing of load between phases should a problem occur that affects system reliability and/or quality.

## **Damage to TCEC Property**

The Member shall be responsible for all damage to or loss of the property of TCEC unless occasioned by causes beyond the control of the Member.

## **Change of Premises**

When the Member plans to move from one location to another, the Member shall notify TCEC of the move prior to moving from the premises at which service is being received. The Member shall be responsible for all service supplied to the original premises until such notice is received and TCEC has at least three (3) working days to discontinue service.

The Member may be required to make a security deposit.

## **Member Changes to Service Requirements**

The Member shall notify TCEC of any change in power requirements to allow TCEC to determine if a modification to the electrical service is required.

## **Wiring of the Member**

All electric wiring and equipment installed beyond the point of common coupling shall be at the expense of the Member and shall be installed and maintained to meet or exceed the requirements of the most recent edition of the National Electrical Code and any applicable governmental agency. TCEC reserves the right to refuse to connect to any wiring or apparatus that does not meet these requirements.

TCEC shall not be responsible for any loss, injury, or damage which may result from defects in electrical wiring or equipment on the premises of the Member.

TCEC shall refuse to energize an electrical service when TCEC has cause to believe that electrical installation on the premises of the Member is unsafe.

## **Unauthorized Communication Devices**

Member-owned communication devices shall not be connected directly or indirectly by inductive coupling, to a meter, service entrance, secondary, or other Cooperative-owned facility.

Devices connected to the facilities of the Member which transmit signals beyond secondary distribution lines of TCEC are prohibited. Under no circumstances shall the distribution lines of TCEC be used for transmitting signals from Member-owned devices. If an unauthorized device is being used, TCEC may immediately discontinue service until the use of such unauthorized device is discontinued.

TCEC shall not be liable for damage or interference caused by the Member-owned communication devices.

## **Standby Generator**

Installation of a Standby Generator shall comply with the provisions of the most recent edition of the National Electric Code and shall include a properly sized break-then-make double-throw disconnect switch. The break-then-make double-throw disconnect switch shall be installed below all devices provided by TCEC. The standby generation of the Member shall not operate in parallel with TCEC.

The Member shall inform TCEC of the installation of standby generation.

## **Temporary Disconnects**

A meter that is connected twelve (12) months or less from the termination of service at the same location by the same Member shall be subject to a [Temporary Disconnect Charge](#).

## **Idle Services**

When a service is inactive and no monthly charge has been billed for at least twenty-four (24) months, it shall be considered idle. At its discretion, TCEC will contact the most recent account holder and/or property owner to determine whether the service should be retired or kept in place.

If the service is deemed no longer necessary, TCEC may remove the equipment and retire the service. If a member later chooses to install service at the same location where service was retired, the applicable contribution to construction amount shall be billed.

If the service is kept in place, the account shall be made active and the applicable monthly minimum charge shall be billed.

## COOPERATIVE'S SERVICE OBLIGATIONS

### Availability of Service

Service shall be supplied only at such [Point of Common Coupling](#) located adjacent to facilities of TCEC which, in TCEC's opinion, are adequate and suitable as to capacity and voltage for the desired service. If TCEC facilities are not adequate, Member shall be required to make a Member Contribution to Construction.

### Character of Service

Electric service shall be provided at 60 hertz alternating current. Voltage supplied and the choice of single-phase or three-phase service shall be at the sole discretion of TCEC.

### One Meter per Service

TCEC shall normally provide service to a service location under one rate and for only one standard type of service. The Member shall arrange his/her/its wiring so that TCEC can measure usage with one meter. Where the Member requires more than one type of service or his/her/its wiring is arranged in a manner that TCEC cannot measure usage with one meter, the service as measured by each meter shall be billed separately. Multiple meters shall not be combined for a single bill.

The single bill referred to above is not an invoice where several accounts are grouped together for the convenience of the Member.

### Point of Common Coupling

The Point of Common Coupling (PCC) of electric service shall be the point at which the Member connects to the wires and/or apparatus of TCEC.

Single phase installations:

- Single phase 100amp to 225amp overhead secondary service on a pole where the PCC is at the bottom of the TCEC provided breaker.
- Single phase 100amp to 225amp overhead secondary service on a structure where the PCC is at the Member's weather head conductors.
- Single phase 100amp to 225amp underground secondary service on a structure where the PCC is at the bottom of the TCEC provided breaker.
- Single phase 320amp meter overhead or underground on a pole or structure from an overhead transformer where the PCC is at the Members weather head conductors.
- Single phase secondary service from a pad mounted transformer (PMT) no current transformers (CT) required where the PCC is at the bottom of the breaker of the TCEC provided meter pedestal.
- Single phase secondary service from a PMT CT's required where the PCC is at the spades of the PMT.

Three-phase installations:

- Three phase secondary service on a pole no CT's required where the PCC is at the load side of the meter.
- Three phase secondary service on a structure no CT's required where the PCC is at the Members weather head conductors.
- Three phase secondary service on a pole or structure overhead or underground with CT's required where the PCC is at the load side of the CT meters.

- Three phase secondary service 320amp meter overhead or underground on a structure from an overhead transformer where the PCC is at the Members weather head conductors.
- Three phase secondary service from a PMT where the PCC is at the spades of the PMT.

Primary Metered installations:

- Primary metered service from an overhead installation where the PCC is at the load side of the TCEC provided disconnects.
- Primary metered service from an underground installation where the PCC is at the load side of the TCEC provided primary meter cabinet.

Before the electrical installation work of the Member commences, an authorized employee of TCEC shall determine the physical location of the PCC i.e. structure, pole or pedestal etc., a TCEC service installation drawing will be provided.

### **Meter Base**

TCEC may elect (at its sole discretion) to install the meter base on the exterior of a structure. TCEC shall determine the [point of common coupling](#) for attachment to the service entrance wires of the Member. The meter base shall be supplied by and remain the property of TCEC. Meter equipment attached to the building shall be in accordance with the procedures for the installation of meter loops, and related appurtenances as established by TCEC. All service entrance wires and appurtenances beyond this point of common coupling shall be supplied and maintained by the Member.

The electrical size (ampacity rating) of the meter base shall be based on the load of the Member and shall comply with the most recent edition of the National Electric Safety Code.

### **Meter Loop Size**

The meter loop, except when mounted on a structure, shall be supplied and maintained by TCEC.

For those meter loops mounted on a structure, TCEC shall only supply the meter base.

The electrical size (ampacity rating) of the meter loop shall be based on the load of the Member and shall comply with the most recent edition of the National Electric Safety Code.

### **Service Disconnect**

For all 120/240 volt, single-phase meter installations on a pole or pedestal, TCEC shall provide and be responsible for a disconnect device from a minimum of 100 amperes up to a maximum of 225 amperes below the meter base. For all other voltages, higher or lower amperages and all three-phase services, the Member shall be responsible for providing a disconnect device that complies with the National Electric Code and/or the National Electric Safety Code.

### **Adequate Clearance for Service**

If a service connection cannot be made with adequate clearance, such connection will not be made until adequate clearance is obtained.

If a service connection cannot be maintained with adequate clearance, TCEC will give notice to Member to clear the obstruction or establish proper clearance in those areas of Member's responsibility.



TCEC will take steps to remedy the lack of clearance or remove an obstruction in its areas of responsibility. The Member will provide easements and access to TCEC to trim or remove trees, vegetation, and/or other obstruction on Member's property that is within the area of responsibility of TCEC.

If TCEC deems the lack of clearance or the presence of an obstruction an immediate danger, service in such area of concern will be terminated until proper clearance is established and/or the obstruction is removed.

## **Energizing of Facilities - Cooperative Only**

Only authorized employees or agents of TCEC shall be permitted to energize the facilities of TCEC. Violation of this provision of the Rules and Regulations of Service shall be cause for immediate disconnection of the service of the Member.

### **Exception**

The Member may operate the low voltage breaker located below the meter.

## **Delivery of Electric Service**

The obligation and responsibility of TCEC to supply electric service shall be completed and fulfilled by supplying such electric service at the point of common coupling. The responsibility of TCEC for the quality of service and operation of its facilities ends at the point of common coupling.

TCEC shall not be liable for any loss, damage, or injury caused by leakage, escape, or loss of electric energy after it has passed the point of common coupling. TCEC shall not be liable for any loss, damage, or injury caused by any defects in the wiring, appliances, or equipment of the Member.

TCEC shall install, and maintain:

- One (1) connection from TCEC's facilities to the [point of common coupling](#); and
- One (1) meter to measure electric usage to the Member for each class of service unless approved by TCEC and authorized by the most recent edition of the National Electric Code.

TCEC shall not be obligated to supply electric service for a portion of the electrical requirements of the Member.

## **Primary Metered Service**

### **Overview**

This section outlines the general requirements and procedures for TCEC to provide primary metered services to members.

A primary metered Member service is defined as an account that is metered at TCEC's distribution voltage, also known as primary voltage (4160/2400 volts, 12,470/7,200 volts, 25,000/14,400 volts, or 34,500/19,900 volts) grounded-wye primary distribution system, whichever is applicable for the location, and meets all applicable power quality requirements. TCEC may install primary metering for Members with a service capacity requirement of 1 MW or greater in accordance with the following requirements:

### **General TCEC and Member Requirements**

- TCEC shall install, own, operate and maintain all electric distribution facilities on the source (or line) side of the primary meter.

- The Member shall be responsible for the incremental cost of the primary metering equipment in excess of the standard secondary metering equipment as determined by the cooperative. The incremental cost shall be paid by the Member as a non-refundable contribution.
- TCEC personnel shall not perform work on Member facilities.
- The Member shall install, own or lease, operate and maintain all electric distribution facilities downstream (Member Side) of the primary meter. Ownership includes the responsibilities of design, permitting, procurement, installation, future replacement, and ongoing maintenance. The Member will be responsible for hiring, or contracting with, qualified electrical line personnel and/or electricians to install, operate and maintain their equipment.
- The Member may be responsible for costs associated as Member's Contribution to Construction with construction power or line extension costs upstream of the primary meter, if needed.
- The location of the primary metering equipment and all associated distribution equipment required for establishing a primary metered service shall be coordinated with TCEC.

## **Design Standards**

The Member's electric distribution system must be designed to prohibit 'feedback' into the TCEC electrical system. Any operation of the Member's primary system must be coordinated with TCEC Dispatch Center.

## **Operational Procedures**

### **Terminations**

The Member will be responsible for terminating their primary voltage conductors on the load-side of the primary metering cabinet (required only for pad-mounted primary meter enclosures). The primary metering cabinet shall contain a current transformer and two bushings per phase (one for TCEC and one for the Member to terminate their respective conductors). The lugs on the termination should be NEMA rated. This work must be performed by a licensed electrical contractor.

### **Member-owned Generation**

TCEC requires the use of an open-transition (non-paralleled operation) design, if the Member elects to install generating facilities for standby or back-up purposes. An Interconnection Agreement between the Member and TCEC is required, if the Member and TCEC elects a closed-transition (grid-tied or paralleled operation) system. This agreement must be executed before parallel operation of the generating facilities can commence.

### **Energizing Equipment**

Before energizing the primary metered service, the following shall be required:

- Establish an account, the Member shall contact TCEC.
- Provide TCEC with adequate time to order and receive any material necessary for the service, perform any construction needed for the service and obtain any right-of-way requirements that may be needed.

## **Property of TCEC**

All facilities installed by TCEC on the premises of the Member shall be and remain the exclusive property of TCEC. All of TCEC's equipment and facilities located on the premises of the Member shall be operated and maintained by and at the expense of TCEC. Facilities may be replaced by TCEC at any time. Facilities may be removed by TCEC upon disconnection of electric service.

## **Curtailment, Interruption or Suspension of Service**

TCEC shall have the right to curtail (including voltage reduction), interrupt, or suspend electric service to the Member as may be necessary. Curtailment can occur for the inspection, maintenance, alteration, change, replacement and/or repair of electric facilities; for the preservation or restoration of its system operations or of operations on the part of the interconnected electric systems; or as directed by any federal, state, local authority or independent agency created and approved to carry out such actions.

In all cases of curtailment, irregularity, interruption, or suspension of service, TCEC shall make every reasonable effort to restore service as soon as possible.

TCEC shall not be considered in default nor shall it otherwise be liable for any damage when occasioned by any curtailment, irregularity, interruption, or suspension of electric service. The Member shall not be relieved from charges because of curtailment, irregularity, interruption, or suspension of electric service.

## **Operating Tolerances and Available Voltages**

TCEC will endeavor to maintain voltages within the operating tolerances as established in ANSI C84.1-2006.

TCEC provides service with the following characteristics:

- Single-phase, 3-wire, 120/240 volts.
- Single-phase, 3-wire, 240/480 volts.
- Three-phase, 4-wire, 120/208 volts "Wye".
- Three-phase, 4-wire, 277/480 volts "Wye".
- Distribution voltages.
- Transmission voltages (with agreement from the transmission owner).

TCEC does not provide new secondary Delta transformer connections unless required by existing voltage. The Delta Transformer connections existing at the time of adoption of this change are grandfathered. If a grandfathered delta transformer service is disconnected, or modified by the member in anyway, the Delta connection will be converted to a Wye connection.

## **Member Protective Control Equipment**

The Member should install and maintain the devices necessary to adequately protect the equipment of the Member during periods of abnormal service conditions or the failure of part or all of the service supply. Reverse phase relays, loss of phase relays, circuit breakers, or similar devices, are required for all multi-phase services to protect the installation in case of phase reversal or loss of phase.

## **Intermittent Power Loads**

Because of their intermittent or disturbing influence to the service of other Members, hoists, elevators, furnaces, welding machines, variable speed motors, X-ray machines and other equipment may be served separately.

TCEC reserves the right to have the Member install, at the Member's expense, a fly-wheel motor generator, or other suitable equipment to reasonably limit such fluctuations.

## MEMBER CONTRIBUTION TO CONSTRUCTION

### General

TCEC shall make extensions to its facilities upon the request of the Member once the following criteria are met:

- TCEC will prepare an estimate of the extension using the most recent average costs of time, labor, materials and overhead by the cooperative.
- One hundred percent (100%) of the estimated capital investment necessary to provide the extension of facilities has been paid and received by TCEC.
- These payments will be considered Member's Contribution to Construction and are non-refundable, unless the construction is completed and the actual costs incurred to complete the job is less than the original payment received for the work.
- In this event, the cooperative shall refund the member the difference between the estimated costs paid by the Member and the actual cost associated with the extension.
- It is always the goal of the cooperative to only recover cost for the extensions and no margin or profit shall be collected.
  - In the event that a particular Member request requires specialty equipment, equipment with abnormally long "lead" times and/or unusual circumstances the Member Contribution to Construction can be allowed to be split into thirds with the approval of the CEO of TCEC.

### Exception, Residential Service

TCEC shall deduct up to \$3,000 from the cost of extending facilities for a new Residential Service when the following conditions are met:

- The Residence must be a single dwelling and not combined with or attached to other residential units (i.e. apartments, duplex, condominiums, developments, etc.);
- The property qualifies under the [definition of a Residence found in this document](#).

### Exception, General Service

TCEC shall deduct up to \$1,500 from the cost of extending facilities for a new General service when the following conditions are met:

- The facility qualifies under the [definition of General Service found in this document](#).

### Public Street / Outdoor Lighting Facilities

TCEC shall provide the pole, the light fixture and the setting of the pole.

The Member shall be responsible from the point at which the Member's licensed electrician connects to the wires and/or pole.

- The Member's responsibility includes, but is not limited to the following:
  - All concrete work;
  - Trenching and boring;
  - Wire and conduit;
  - Connections by licensed electrician.
- Exception to Member's responsibility:

- Any incorporated city or town, i.e. Boise City, Keyes, or Hardesty, that has not requested 100 percent contribution to construction from TCEC prior to January of 2019 will be allowed one lighting project. The exception is limited to public street lighting, it does not include parks.

## **Underground Facilities**

TCEC shall provide underground facilities to serve any type of installation if:

- Deemed feasible solely at the discretion of TCEC; and
- The Member has paid, in advance, the necessary capital requirements in excess of the [Cooperative's contribution](#).
- When estimating the cost of Member Contribution to Construction TCEC shall assume all work must be excavated (i.e. bored) for cost purposes. In the event of over estimation, the Member shall be refunded the difference once the job is complete and consuming energy.

## **Ownership of Facilities**

TCEC shall retain ownership of all facilities installed by TCEC without regard to any capital contribution or other financial commitment made by a Member. All facilities constructed or installed by TCEC are the property of TCEC.

## **Relocation of Facilities**

TCEC shall relocate its facilities on the premises of the Member at Member's request if the Member has:

- Provided a satisfactory easement for the facilities; and
- Paid the estimate of all costs for the removal of the old facilities plus all costs for the construction of the new facilities.

Where the relocation benefits TCEC, the costs to the Member shall be adjusted accordingly.

If TCEC determines it is necessary to move its facilities because the Member fails or refuses to allow TCEC access to facilities, the Member shall pay the capital investment necessary for the relocation.

## **Upgrade of Facilities**

If the Member or TCEC determines an upgrade of facilities is necessary, the Member shall pay one-hundred percent (100%) of the capital investment necessary for the upgrade.

## **Downgrade of Facilities**

If the Member or TCEC determines a downgrade of facilities is necessary, the Member shall pay one-hundred percent (100%) of the capital investment necessary for the downgrade.

## **Capital Investment**

Capital investment of TCEC shall include all materials, labor, overhead, and other capital outlays necessary to complete the job.

## **Temporary Extensions**

Temporary is defined as any facility with a normal life expectancy of less than one year. If the Member pays one-hundred percent (100%) of the estimated cost of construction and one-hundred percent (100%)

of the estimated cost of removal value to TCEC, TCEC shall construct an extension of its electrical system to serve a temporary installation.

## **GENERAL RULES APPLICABLE TO RATES AND FEES**

### **Application of Rates**

The rates of TCEC set out the conditions under which electric service is available.

### **Selection of Rate**

TCEC has designed its rates for each class of service. Movement between the rates is determined by the electrical requirements of the Member. If a Member changes the requirements or the purpose of the service, TCEC shall change the service to the appropriate rate.

### **Residence and In-Home Business**

Residences in which space is occasionally used for the conduct of business by a person residing therein shall be served under the standard residential rate.

### **Irrigation Service**

Irrigation rates apply when the Member uses the service of TCEC for purpose of lifting ground water to irrigate a tract of land to raise a crop.

The irrigation rate does not apply to pumping water for residential, livestock, or commercial use.

### **Carbon Tax Adjustment**

The rates of TCEC shall be subject to an increase or decrease in proportion to the amount of Carbon Tax and/or any taxes in lieu of a Carbon Tax TCEC may be required to pay.

### **Tax Adjustment**

The rates of TCEC shall be subject to an increase or decrease in proportion to the amount of Gross Receipt Taxes and/or any other taxes (not including carbon taxes) TCEC may be required to pay.

### **Power Factor Adjustment**

The Member agrees to maintain, as nearly as possible, a 100% power factor. When TCEC deems it necessary, the demand (kW) for billing purposes may be adjusted to correct for a power factor (leading or lagging) lower than ninety-five percent (95%).

Such adjustments shall be made by increasing the total billing by one percent (1%) or fraction thereof for each one percent (1%) or fraction thereof by which the (leading or lagging) power factor is less than ninety-five percent (95%).

TCEC shall recalculate the power factor adjustment when the Member has implemented measures to improve an inadequate power factor. TCEC may periodically check the power factor. For purposes of calculation, the adjustment shall be the power factor as measured by TCEC.

### **Harmonic Distortion**

The Member agrees to maintain harmonic distortion at a level equal to or less than industry standards. TCEC shall use the appropriate IEEE Standard to determine the industry standard for harmonic distortion and the level at which the penalty begins to apply. The electric bill shall be adjusted to correct for harmonic distortion.

If harmonic distortion is found, the Member shall immediately comply with the appropriate IEEE Standard for harmonic distortion. Should the Member refuse to comply, TCEC shall terminate service until Member complies with the applicable IEEE standard.

### **Standby Service**

Standby Service is available to any Member and shall be billed under the applicable industrial rate provided that the rate clearly recognizes the investment of TCEC and provides a rate of return equivalent to that of the other rates.



## **RATES**

### **Residential Service – Rates 10 and 11**

Rates 10 and 11 are available in all areas served by TCEC. These rates are available exclusively for Residences regardless of required transformer size.

These rates are not available to a Residence that is also regularly used for business or commercial services except as permitted herein. The determination of the applicability of this rate is solely at the discretion of TCEC.

Electric service under these rates shall be used for domestic purposes in private Residences and separately metered individual apartments when all service is supplied at one [point of common coupling](#), measured through one meter, and where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served.

These Rates are available for Residences that have a granary, workshop, etc. served from the same meter so long as no single motor is greater than ten (10) horsepower. Those Residences that have a granary, workshop, etc. with a motor greater than ten (10) horsepower will be served under the applicable [General Service](#) rate.

#### **Protective Control Equipment**

The Member shall install and maintain the devices necessary to adequately protect the equipment and process of the Member during periods of abnormal service conditions or the failure of part or all of the service supply. Reverse phase relays, loss of phase relays, circuit breakers, or similar devices, are required for all multi-phase services to protect the installation in case of phase reversal or phase failure.

#### **Type of Service**

Single-phase and three-phase, 60 Hertz, at available secondary voltages.

#### **Monthly Rate**

##### **Service Availability Charge**

Single-phase (Rate 10)	\$ 22.50
Three-phase (Rate 11)	\$ 30.00

<b><u>Energy Charge per kWh</u></b>	\$ 0.1095
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<b><u>Power Cost Adjustment</u></b>	As Calculated
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#### **Minimum Monthly Charge**

The minimum monthly charge shall be the Service Availability Charge.

#### **Billing Adjustments**

[Power Cost Adjustment \(PCA-1\)](#), [Carbon Tax Adjustment](#), and [Tax Adjustment\(s\)](#)

#### **Terms of Payment**

The monthly bill shall be rendered at the above rate. A late payment penalty of one-and-one-half percent (1.5%) shall be added to the monthly bill if not paid within twenty (20) days after the date of mailing.

## General Service - Rates 12 and 13

Rates 12 and 13 are available to non-residential accounts in all areas served by TCEC. These accounts must be supplied at one [point of common coupling](#) and measured through one meter.

Domestic water wells, livestock water wells, small agricultural, small businesses, and other services which are not residential are examples of accounts that qualify for this rate.

These Rates are not applicable to temporary, breakdown, standby, supplementary, resale, shared service, or to service for which a specific rate is provided.

Connection to motors greater than ten (10) horsepower must be approved by TCEC prior to installation.

### Protective Control Equipment

The Member shall install and maintain the devices necessary to adequately protect the Member's equipment and process during periods of abnormal service conditions or the failure of part or all of the service supply. Reverse phase relays, loss of phase relays, circuit breakers, or similar devices, are required for all multi-phase services to protect the installation in case of phase reversal or phase failure.

### Type of Service

Single-phase and three-phase, 60 Hertz, at available secondary voltages.

### Monthly Rate

#### Service Availability Charge

Single-phase (Rate 12)	\$ 22.50
Three-phase (Rate 13)	\$ 30.00

<u>Energy Charge: per kWh</u>	\$ 0.1220
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<u>Power Cost Adjustment</u>	As Calculated
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### Minimum Monthly Charge

The minimum monthly charge shall be the Service Availability Charge.

### Billing Adjustments

[Power Cost Adjustment \(PCA-1\)](#), [Carbon Tax Adjustment](#), [Tax Adjustment\(s\)](#), and Power Factor Adjustment

### Terms of Payment

The monthly bill shall be rendered at the above rate. A late payment penalty of one-and-one-half percent (1.5%) shall be added to the monthly bill if not paid within twenty (20) days after the date of mailing.

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## **Irrigation Power Service - Rates 14, 16, and 18**

Rates 14, 16, and 18 for Irrigation Power Service are available in all areas served by TCEC. Irrigation Power Service is applicable to accounts where the Member is using an electric motor to lift ground water for the purpose of irrigation.

Minimum motor size of twenty-five (25) horsepower is required to qualify for this rate. Smaller motors shall be served on the appropriate General Service rate. Availability of Irrigation Power Service is subject to approval of TCEC.

### **Protective Control Equipment**

The Member shall install and maintain the devices necessary to adequately protect the Member's equipment and process during periods of abnormal service conditions or the failure of part or all of the service supply. Reverse phase relays, loss of phase relays, circuit breakers, or similar devices, are required for all multi-phase services to protect the installation in case of phase reversal or phase failure.

### **Type of Service**

Single-phase and three-phase, 60 Hertz, at available secondary voltages.

### **Monthly Rate**

#### **Demand Charge (Rate 14)**

Rate per kW per On-Peak month (Billing Months of July to September)	\$ 7.00
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#### **Energy Charge per kWh (Rates 14, 16, and 18)**

On-Peak Energy (Billing Months of July to September)	\$0.1010
Off-Peak Energy (Billing Months of October to June)	\$0.0860
Power Cost Adjustment	As Calculated

### **Voluntary Load Control Discount**

The following optional discounts are available to irrigation Members who sign up to voluntarily participate in load control prior to the 1st day of April each year. Once an optional discount is selected, it is locked in for the On-Peak months during the selection year.

#### **Time-of-Day Irrigation (Rate 16)**

The demand charge under this option is \$4.00 per kW per On-Peak month. The \$3.00 per kilowatt demand discount is available during On-Peak months for volunteering to refrain from operating irrigation equipment during the hours of 10:00 am through 10:00 pm each day of the On-Peak season. Under this rate, irrigation shall only be allowed during the hours of 10:00 pm and 10:00 am.

#### **Day-of-Week Irrigation (Rate 18)**

The demand charge under this option is \$5.00 per kW per On-Peak month. The \$2.00 per kilowatt demand discount is available during On-Peak months for volunteering to refrain from operating irrigation equipment one day per week between the hours of 10 a.m. to 10 p.m. during the On-Peak season. The off-day per week shall be scheduled by TCEC prior to the On-Peak season. The off-day shall not change without approval of TCEC and thirty (30) days' notice to the Member.

## **Penalty for Not Complying with Agreement**

Any Member receiving service under a discount rate (Rates 16 or 18) that operates in violation of the time limits of such rate shall lose the right to be billed under such rate. Additionally, the bill shall be recalculated and billed at the applicable non-discount rate (Rate 14) for the entire year. Further, such Member shall not be allowed to participate under any discount rate (Rates 16 or 18) without specific approval by the Board of Trustees.

## **Minimum Charge**

The minimum annual charge for rates 14, 16, and 18 shall be the demand and energy charge or an amount equivalent to \$12.00 per connected horsepower (nameplate rating), whichever is greater. The annual minimum charge is in lieu of the monthly Service Availability Charge in the other rates.

## **Determination of Billing Demand**

The billing demand shall be the maximum demand (kW) established by the Member for any period of fifteen (15) consecutive minutes during the billing months of July, August, and September, as indicated or recorded by the demand meter and adjusted for power factor as indicated below.

## **Billing Adjustments**

[Power Cost Adjustment \(PCA-1\)](#), [Carbon Tax Adjustment](#), [Tax Adjustment\(s\)](#), and [Power Factor Adjustment](#)

## **Terms of Payment**

The monthly bill shall be rendered at the above rate. A late payment penalty of one-and-one-half percent (1.5%) shall be added to the monthly bill if not paid within twenty (20) days after the date of mailing.

## Oil and/or Natural Gas Service - Rates 15, 30, and 31

Rates 15, 30, and 31 for oil and/or natural gas service are available in all areas served by TCEC. These accounts must be supplied at one [point of common coupling](#) and measured through one meter.

These Rates are for the extraction of oil or natural gas products. These Oil and/or Gas Service Rates are not applicable to pipeline pumping, natural gas compression or other accounts for moving oil and natural gas products.

### Protective Control Equipment

The Member shall install and maintain the devices necessary to adequately protect the Member's equipment and process during periods of abnormal service conditions or the failure of part or all of the service supply. Reverse phase relays, loss of phase relays, circuit breakers, or similar devices, are required for all multi-phase services to protect the installation in case of phase reversal or phase failure.

### Type of Service

Single-phase or three-phase, 60 Hertz, at any of TCEC's standard voltages.

### Monthly Rate

#### Service Availability Charge

Rate 15	\$125.00
Single-phase (Rate 30)	\$ 30.00
Three-phase (Rate 31)	\$ 40.00

#### Demand Charge (per Billing kW per month)

Rate 15	\$ 13.40
Single-phase (Rate 30)	\$ 13.65
Three-phase (Rate 31)	\$ 13.65

#### Energy Charge per kWh

Rate 15 (First 400 kWh per kW of billing demand)	\$0.0850
Rate 15 (Excess kWh over 400 kWh per kW of billing demand)	\$0.0650
Single-phase (Rate 30)	\$0.0992
Three-phase (Rate 31)	\$0.0992

#### Power Cost Adjustment

As Calculated

### Rate 15 Qualification

Qualifying for Rate 15 requires an average demand (kW) on a single meter to be 1500 kW or greater on a twelve (12) month rolling basis.

### Determination of Billing Demand (kW)

The billing demand shall be the maximum demand (kW) established by the Member for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered as indicated or recorded by the demand meter and adjusted for power factor as provided below. However, in computing charges for electric service under this rate, no bill for any month shall be based on less than sixty-five percent (65%) of the highest maximum demand established during the previous billing months of May through September.

## Minimum Monthly Charge

The minimum monthly charge shall not be less than:

Rate 15	\$125.00 per month
Rate 30 – Single-phase	\$70.00 per month
Rate 31 – Three-phase	\$77.50 per month

## Primary Service Discount – Rates 15 and 31

A discount of two percent (2%) shall be allowed for power delivered to the Member at distribution voltage when the following conditions are met:

- A service capacity requirement of 1 MW or greater; and
- The Member takes service at TCEC’s available distribution line voltage; and
- The Member installs, owns or leases, operates, and maintains all equipment on the Member’s side of the point of common coupling. The [point of common coupling](#) shall be the point of attachment to the distribution line of TCEC.
- See a complete overview of [Primary Metered Service](#) under Cooperative’s Service Obligations.

The discount applies only to the energy components of the rate.

## Service Provisions

The [point of common coupling](#) shall be at the meter unless otherwise specified in a [Facilities Extension Agreement](#). All wiring, underground or pole lines, and other electric equipment on the load side of the [point of common coupling](#) shall be owned and maintained by the Member.

## Billing Adjustments

[Power Cost Adjustment \(PCA-1\)](#), [Carbon Tax Adjustment](#), [Tax Adjustment\(s\)](#), and [Power Factor Adjustment](#)

## Terms of Payment

The monthly bill shall be rendered at the above rate. A late payment penalty of one-and-one-half percent (1.5%) shall be added to the monthly bill if not paid within twenty (20) days after the date of mailing.

## Large Power Service – Rates 25, 32, and 33

Rates 25, 32, and 33 for Large Power Service are available in all areas served by TCEC (oil and gas production-related services are excluded from these rates). Natural gas compression is included in these Large Power Service Rates. These accounts must be supplied at one [point of common coupling](#) and measured through one meter.

All large power accounts shall remain on the Large Power Service rate for a minimum of twelve (12) months and eligibility shall be reviewed annually. Availability of Large Power Service is subject to the approval of TCEC.

### Qualification for rates 25, 32 and 33 shall be as follows:

Qualifying for Rate 25 requires an average demand on a single meter to be 2500 kW or greater on a twelve (12) month rolling basis.

Qualifying for Rates 32 and 33 shall require an installed transformer capacity of 50 kVA or greater. TCEC reserves the right to group services from one transformer or bank of transformers and allocate the total transformer capacity based on each account's requirements. If this occurs, any nonresidential meter with a demand in excess of 50 kW in any twelve (12) month period shall be placed on the appropriate large power rate.

### Protective Control Equipment

The Member shall install and maintain the devices necessary to adequately protect the Member's equipment and process during periods of abnormal service conditions or the failure of part or all of the service supply. Reverse phase relays, loss of phase relays, circuit breakers, or similar devices, are required for all multi-phase services to protect the installation in case of phase reversal or phase failure.

### Type of Service

Single-phase or three-phase, 60 Hertz, at available voltages.

### Monthly Rate

#### Service Availability Charge

Primary Service (Rate 25, 32)	\$125.00
Secondary Service (Rate 25, 33)	\$125.00

#### Demand Charge (per kW of Billing Demand)

Rate 25	\$10.00
Rates 32, 33	\$13.40

#### Energy Charge per kWh

Rate 25 (First 400 kWh per kW of billing demand)	\$ .068
Rate 25 (Excess kWh over 400 kWh per kW of billing demand)	\$ .043
Rates 32, 33	\$ .068

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## **Power Cost Adjustment**

As Calculated

### **Determination of Billing Demand (kW)**

The billing demand shall be the maximum demand (kW) established by the Member for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered as indicated or recorded by the demand meter and adjusted for power factor as provided below. However, in computing charges for electric service under this rate, no bill for any month shall be based on less than sixty-five percent (65%) of the highest maximum demand established during the previous billing months of May through September, but not less than 25kW.

### **Primary Service Discount – Rates 25 and 32**

A discount of two percent (2%) shall be allowed for power delivered to the Member at distribution voltage when the following conditions are met:

- A service capacity requirement of 1 MW or greater; and
- The Member takes service at TCEC's available distribution line voltage; and
- The Member installs, owns or leases, operates, and maintains all equipment on the Member's side of the point of common coupling. The [point of common coupling](#) shall be the point of attachment to the distribution line of TCEC.
- See a complete overview of [Primary Metered Service](#) under Cooperative's Service Obligations.

The discount applies only to the energy components of the rate.

### **Billing Adjustments**

[Power Cost Adjustment \(PCA-1\)](#), [Carbon Tax Adjustment](#), [Tax Adjustment\(s\)](#), and [Power Factor Adjustment](#)

### **Terms of Payment**

The monthly bill shall be rendered at the above rate. A late payment penalty of one-and-one-half percent (1.5%) shall be added to the monthly bill if not paid within twenty (20) days of the date of mailing.



**Athletic Field Lighting Service – Rates 42 and 43**

Rates 42 and 43 are available for lighting of athletic fields during the period from dusk to dawn when service is metered separately. These accounts must be supplied at one [point of common coupling](#) and measured through one meter.

**Protective Control Equipment**

The Member shall install and maintain the devices necessary to adequately protect the Member’s equipment and process during periods of abnormal service conditions or the failure of part or all of the service supply. Reverse phase relays, loss of phase relays, circuit breakers, or similar devices, are required for all multi-phase services to protect the installation in case of phase reversal or phase failure.

**Type of Service**

Single-phase and three-phase, 60 Hertz, at available secondary voltages.

**Monthly Rate**

**Service Availability Charge**

Single-phase (Rate 42)	\$22.50
Three-phase (Rate 43)	\$30.00

**Energy Charge: per kWh**

\$0.0743

**Power Cost Adjustment**

As Calculated

**Minimum Monthly Charge**

The minimum monthly charge shall be the Service Availability Charge.

**Billing Adjustments**

[Power Cost Adjustment \(PCA-1\)](#), [Carbon Tax Adjustment](#), [Tax Adjustment\(s\)](#), and Power Factor Adjustment

**Terms of Payment**

The monthly bill shall be rendered at the above rate. A late payment penalty of one-and-a-half percent (1.5%) shall be added to the monthly bill if not paid within twenty (20) days after the date of mailing.

**Facilities Charge**

For all facilities provided by the Cooperative on the Member’s side of the meter, the Member shall pay a monthly facilities charge based on the cost of the facilities and the cooperatives cost of financing over an agreed upon time of recovery. The terms of the facilities charge shall be included in a separate contract for service agreement.

**Operations and Maintenance Costs**

The cooperative may provide operations and maintenance service on the Member’s facilities upon request from the Member. All costs for labor and material incurred by the cooperative associated with this service shall be billed directly to the Member as a separate charge.

## Industrial Power Service – Rates 47 and 48 (Optional)

The Industrial Power Service rates are designed to match the wholesale power contracts and the market activities of the Southwest Power Pool (SPP), the regional transmission operator. The industrial rates are optional rates to be implemented and offered to the Member at TCEC’s discretion. It is the goal that these rates benefit the Member and Cooperative.

If the Member is eligible/qualified and desires to utilize one of the Industrial Power Service rates, the member must remain on the applicable Industrial Power Service rate for a minimum of one (1) year. If the member chooses not to use the Industrial Power Service rates the account(s) will be billed using the applicable rate.

Rates 48-Substation and 47-Transmission Voltage for Industrial Power Service are available in all areas served by TCEC. These accounts must be supplied at one [point of common coupling](#) and measured through one meter.

Industrial Power Service is optional for individual accounts having a metered demand requirement of a minimum of 1,000 kilowatts (kW). The Member may be required to sign a contract for service that matches the expected life of the facilities as determined by TCEC. Availability of Industrial Power Service is subject to the approval of TCEC.

### Protective Control Equipment

The Member shall install and maintain the devices necessary to adequately protect the Member’s equipment and process during periods of abnormal service conditions or the failure of part or all of the service supply. Reverse phase relays, loss of phase relays, circuit breakers, or similar devices, are required for all multi-phase services to protect the installation in case of phase reversal or phase failure.

### Type of Service

Three-phase, 60 Hertz, at available standard system voltages.

### Monthly Rate

**Service Availability Charge** (Rates 47 and 48) \$3,250.00/Month

**Facilities Charge – (adjusted for losses):**

Substation Voltage (Rate 48)	\$ 5.05/Billing NCP kW
Transmission Voltage (Rate 47)	\$ 4.00/Billing NCP kW
Substation Voltage (Rate 48)	\$ 0.00480/Billing kWh
Transmission Voltage (Rate 47)	\$ 0.00470/Billing kWh

**Power Cost Component (PCA-2)**

Will be the Wholesale Rate (including energy, demand, ancillary services, transmission service and any other costs) adjusted for the applicable losses to serve the load.

### Minimum Monthly Charge

The minimum monthly charge shall be:

Substation Voltage (Rate 48)	\$4,225.00/Month
Transmission Voltage (Rate 47)	\$4,150.00/Month

## **Determination of Non-Coincident Demand**

The Maximum Non-Coincident Demand shall be the maximum rate at which energy is used for any period of fifteen (15) consecutive minutes in the month for which the bill is rendered as shown by the demand (kW) meter.

## **Determination of Non-Coincident Billing Demand**

Non-Coincident Billing Demand shall be the Maximum Non-Coincident Demand as determined above and corrected for power factor. The Non-Coincident Billing Demand shall not be considered as less than one hundred percent (100%) of the highest Non-Coincident Billing Demand determined during the previous twelve (12) months ending with the current month. No Non-Coincident Billing Demand shall be less than 300 kW.

## **Determination of Coincident Demand**

In order to calculate the wholesale power cost for the industrial account, the Coincident Demand shall be the Maximum Demand coincident with the peak demand of the wholesale power supplier(s).

## **Determination of Coincident Billing Demand**

Coincident Billing Demand shall be the Coincident Demand as determined above and corrected for power factor except it shall not be less than sixty-five percent (65%) of the highest Coincident Billing Demand during the previous twelve (12) months ending with the current month.

## **Billing Adjustments**

Power Cost Adjustment (PCA-2), [Carbon Tax Adjustment](#), [Tax Adjustment\(s\)](#), and [Power Factor Adjustment](#)

## **Terms of Payment**

The monthly bill shall be rendered at the above rate. A late payment penalty of one-and-one-half percent (1.5%) shall be added to the monthly bill if it is not paid within twenty (20) days of the date of mailing.

**Outdoor Lighting Services<sup>1</sup> – Rate 76**

Outdoor lighting services are available in all areas. Outdoor lighting services are available to all Members for illumination in close proximity to existing overhead distribution or service facilities with adequate capacity and suitable voltage.

**Type of Service**

Single-Phase, 60 Hertz, at available secondary voltage of 120/240 volts.

**Monthly Rate**

**LED (Light-Emitting Diode)**

100 Watt (type 10)	\$ 10.63
250 Watt (type 11)	\$ 16.35
400 Watt (type 09)	\$ 17.71

**Mercury Vapor and High-Pressure Sodium Lights**

100 Watt (type 2)	\$ 10.63
150 Watt (type 3)	\$ 10.63
175 Watt (type 4)	\$ 10.63
250 Watt (type 5)	\$ 16.35
400 Watt (type 6)	\$ 17.71

**Additional Pole Charge**

Wood Pole (type 20)	\$ 4.36
Metal Pole (type 21)	\$ 6.54

**Power Cost Adjustment**

As Calculated

**Conditions of Service**

Outdoor lighting operates from approximately one-half hour after sunset to approximately one-half hour before sunrise.

The monthly charge per type of light shall be increased or decreased based on the kWh usage type of light as listed in this rate.

The Member shall be responsible for reporting any outdoor lighting that is not working properly. TCEC shall make repairs during regular working hours within a reasonable time.

When the Member designates the location for an outdoor light, the Member shall hold TCEC harmless for any damages incurred due to installation of said light.

<sup>1</sup> Mercury Vapor, High-Pressure Sodium and Metal Halide Outdoor Lights are no longer available for new installations. Existing Mercury Vapor, High-Pressure Sodium and Metal Halide Outdoor Lights will be phased out over time. All future and replacement outdoor lights shall be limited to 100 and 250 Watt Light-Emitting Diode (LED) lights.

Normal construction for outdoor lighting services use overhead construction. Any Member desiring an underground electrical service to outdoor lighting shall pay the costs above those estimated for overhead electrical service. TCEC shall not install or maintain outdoor lighting purchased by the Member.

## **Power Cost Adjustment**

The [Power Cost Adjustment \(PCA-1\)](#) shall be applied based on LED, Mercury Vapor, High-Pressure Sodium, and Metal Halide Lights.

### **LED (Light-Emitting Diode)**

16 kWh per 100 Watt (10)  
50 kWh per 250 Watt (11)  
80 kWh per 400 Watt (09)

### **Mercury Vapor and High-Pressure Sodium Lights**

50 kWh per 100 Watt (type 2)  
75 kWh per 150 Watt (type 3)  
87 kWh per 175 Watt (type 4)  
125 kWh per 250 Watt (type 5)  
200 kWh per 400 Watt (type 6)

## **Billing Adjustments**

Power Cost Adjustment (PCA-1), Carbon Tax Adjustment, and Tax Adjustment(s)

## **Terms of Payment**

The monthly bill shall be rendered at the above rate. A late payment penalty of one-and-one-half percent (1.5%) shall be added to the monthly bill if not paid within twenty (20) days of the date of mailing.

**Metered Outdoor Lighting Service – Rate 77**

Metered Outdoor Lighting Service is available in all areas. Metered Outdoor Lighting Service is available to all residential Members for illumination in close proximity to existing metered service facilities with adequate capacity and suitable voltage. The Metered Outdoor Lighting Service is for Light-Emitting Diode (LED) lights installed on the member’s side of the meter on a TCEC-owned pole. These lights will remain the property of TCEC and will be maintained by TCEC.

Members with Mercury Vapor, High-Pressure Sodium or Metal Halide Security Lights, can request to be moved to the Metered Outdoor Lighting Service. Once the request is received, TCEC personnel will retire any existing Mercury Vapor, High-Pressure Sodium or Metal Halide Security Light(s) and install an LED light.

**Type of Service**

Single-Phase, 60 Hertz, at available secondary voltage of 120/240 volts.

**Monthly Rate**

<b>50 – 400 Watt HPS and LED Lights (type 12)</b>	\$1.60
<b>150 – 400 Watt Metal Halide Lights (type 13)</b>	\$5.55

**Additional Pole Charge**

Wood Pole (type 20)	\$4.36
Metal Pole (type 21)	\$6.54

**Power Cost Adjustment** Included in the metered energy as calculated

**Conditions of Service**

Outdoor lights operate from approximately one-half hour after sunset to approximately one-half hour before sunrise.

The monthly charge per type of light shall be increased or decreased based on the kWh usage type of light as listed in this rate.

The Member shall be responsible for reporting any security light that is not working properly. TCEC shall make repairs during regular working hours within a reasonable time.

When the Member designates the location for an outdoor light, the Member shall hold TCEC harmless for any damages incurred due to installation of said light.

Normal construction for outdoor lighting service uses overhead construction. Any Member desiring an underground electrical service to outdoor lighting shall pay the costs above those estimated for overhead electrical service. TCEC shall not install or maintain outdoor lighting purchased by the Member.

**Power Cost Adjustment**

Since the Metered Outdoor Light is on the member’s side of the meter the energy used by the Metered Outdoor Light is part of the energy used by the member and the [Power Cost Adjustment \(PCA-1\)](#) is applied to the energy use shown for the account.

## Terms of Payment

The monthly bill shall be rendered at the above rate. A late payment penalty of one-and-one-half percent (1.5%) shall be added to the monthly bill if not paid within twenty (20) days of the date of mailing.

## Public Street Lighting Service<sup>2</sup> – Rate 70

Public Street Lighting Service is available to public entities in areas within the limits of cities/towns served by TCEC. A public entity is defined as a state or local government department or agency.

### Type of Service

Single-Phase, 60 Hertz, at available secondary voltage of 120/240 volts.

### Monthly Rate

#### LED (Light-Emitting Diode)

100 Watt (type 38)	\$ 10.24
250 Watt (type 39)	\$ 15.75
400 Watt (type 37)	\$ 17.06

#### Mercury Vapor and High-Pressure Sodium Lights

50 Watt (type 40)	\$ 10.24
100 Watt (type 41) - no longer available	\$ 10.24
150 Watt (type 42)	\$ 10.24
175 Watt (type 43) - no longer available	\$ 10.24
250 Watt (type 44)	\$ 15.75
400 Watt (type 45)	\$ 17.06

#### Metal Halide Lights

150 Watt (type 47)	\$ 15.75
400 Watt (type 49)	\$ 23.63

#### Additional Pole Charge

Wood Pole (type 50)	\$ 4.20
Metal Highway Lighting Pole (type 51)	\$ 6.30
Decorative Poles (See also: <a href="#">Contribution to Construction</a> ):	
Initial Capital Cost between \$800/pole and \$2,000/pole (type 53)	\$ 6.30
Initial Capital Cost more than \$2,000/pole (type 54)	\$ 8.40

#### Power Cost Adjustment

As Calculated

### Conditions of Service

Public Street Lighting Service lights operate from approximately one-half hour after sunset to approximately one-half hour before sunrise.

TCEC shall install, own, operate, and maintain the street lighting system. If, for any reason, TCEC is unable to continue service of particular equipment, such equipment, at the option of City, shall be removed or

<sup>2</sup> Mercury Vapor, High-Pressure Sodium and Metal Halide Public Street Lights are no longer available for new installations. Existing Mercury Vapor, High-Pressure Sodium and Metal Halide Public Street Lights will be phased out over time. All future and replacement Public Street light shall be limited to 250 Watt Light-Emitting Diode (LED) lights.



replaced by TCEC with currently available equipment. If replaced, the City shall pay the appropriate rate for new equipment.

The monthly charge per type of light shall be increased or decreased based on the kWh usage type of light as listed in this rate.

The foregoing rates include TCEC providing the electric energy necessary to operate the street lighting system, the replacement of lamps, and normal maintenance of fixtures, wires, transformers and all other component parts of the street lighting systems as such becomes necessary.

In the event maintenance (i.e., lamp and glassware replacements) becomes excessive due to vandalism or similar causes, TCEC shall notify City and City shall exert whatever means at its disposal to reduce the cause of the additional maintenance. If such vandalism persists, TCEC reserves the right to remove street lights.

Street lighting may be available as underground service if deemed feasible solely at the determination of TCEC.

### **Power Cost Adjustment**

The Power Cost Adjustment (PCA-1) shall be applied based on LED, Mercury Vapor Light, High-Pressure Sodium Light, and Metal Halide Light.

#### **LED (Light-Emitting Diode)**

- 16 kWh per 100 Watt (type 38)
- 50 kWh per 250 Watt (type 39)
- 80 kWh per 400 Watt (type 37)

#### **Mercury Vapor, High-Pressure Sodium and Metal Halide Lights**

- 25 kWh per 50 Watt (type 40)
- 50 kWh per 100 Watt (type 41)
- 75 kWh per 150 Watt (type 42 and type 47)
- 87 kWh per 175 Watt (type 43)
- 125 kWh per 250 Watt (type 44)
- 200 kWh per 400 Watt (type 45 and type 49)
- 500 kWh per 1,000 Watt (type 46)

### **Billing Adjustments**

[Power Cost Adjustment \(PCA-1\)](#), [Carbon Tax Adjustment](#) and [Tax Adjustment\(s\)](#)

### **Terms of Payment**

The monthly bill shall be rendered at the above rate. A late payment penalty of one-and-one-half percent (1.5%) shall be added to the monthly bill if not paid within twenty (20) days after the date of mailing.

## Traffic Signal Service – Rate 78

Traffic Signal Service is available to public entities in areas served by TCEC. A public entity is defined as a state, county or local government department or agency.

### Type of Service

Single-Phase, 60 Hertz, at available secondary voltage of 120/240 volts.

### Monthly Rate

#### Single Flashing Signal Incandescent

60 Watt with 8 bulbs per intersection (type 66)	\$ 46.00
60 Watt with 10 bulbs per intersection (type 67)	\$ 51.00

#### Three Bulb Signal LED (Light-Emitting Diode)

10 Watt with 8 bulbs per intersection (type 68)	\$ 32.00
10 Watt with 10 bulbs per intersection (type 69)	\$ 34.00
10 Watt with 11 bulbs per intersection (type 70)	\$ 35.00
10 Watt with 12 bulbs per intersection (type 71)	\$ 36.00
10 Watt with 16 bulbs per intersection (type 72)	\$ 39.00
10 Watt with 18 bulbs per intersection (type 73)	\$ 41.00
10 Watt with 26 bulbs per intersection (type 74)	\$ 48.00

#### Power Cost Adjustment

As Calculated

### Conditions of Service

Traffic signals are owned and maintained by the Member.

### Power Cost Adjustment

#### Single Flashing Signal Incandescent

22 kWh per 60 Watt bulb (type 66 and type 67)

#### Three Bulb Signal LED (Light-Emitting Diode)

7 kWh per 10 Watt bulb (types 68, 69, 70, 71, 72, 73, 74)

### Billing Adjustments

[Power Cost Adjustment \(PCA-1\)](#), [Carbon Tax Adjustment](#) and [Tax Adjustment\(s\)](#)

### Terms of Payment

The monthly bill shall be rendered at the above rate. A late payment penalty of one-and-one-half percent (1.5%) shall be added to the monthly bill if not paid within twenty (20) days after the date of mailing.

## Auxiliary Wind Farm Service – Rate 91

Auxiliary Wind Farm Service is retail service provided by the Cooperative without the use of Cooperative owned facilities.

Wind farm member shall install a revenue meter at the wind farm facility and shall provide to Golden Spread Electric Cooperative, Inc. (“Golden Spread”) a port on that meter such that Golden Spread, on behalf of TCEC and at its own expense, may install communication equipment, such as radios or equivalent communication that satisfy the data transfer needs, capable of accessing the real-time data for the wind farm’s net load. To the extent permitted by applicable laws and regulations, the wind farm shall grant Golden Spread a license to access the meter to install, operate and maintain the radio and associated equipment and any necessary easements to reach the communication equipment, such as radios or equivalent communication that satisfy the data transfer needs.

Availability of Auxiliary Wind Farm Service is subject to the approval of the Cooperative.

### Monthly Rate

**Service Availability Charge:** \$950.00/Month

### Minimum Monthly Charge

The minimum monthly charge shall be:

Auxiliary Wind Farm Service – Rate 91 \$950.00/Month

### Direct Pass Through from Wholesale Provider

#### Power Supply

Production Demand Charge	As calculated by wholesale provider
Production Energy Charge	As calculated by wholesale provider
Fuel and Purchased Power	As calculated by wholesale provider

#### Transmission

Network Transmission Charge	As calculated by wholesale provider
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### Terms of Payment

The monthly bill shall be rendered at the above rate. A late payment penalty of one-and-one-half percent (1.5%) shall be added to the monthly bill if it is not paid within twenty (20) days of the date of mailing.

## **Renewable Energy Option – Rider R**

TCEC members have the option of participating in a voluntary Renewable Energy Program. One hundred percent of the electricity supplied comes from renewable solar or wind sources.

TCEC gets their renewable energy for this program from its power supplier, Golden Spread Electric Cooperative (GSEC) and the Purchase Power Agreement (PPA) contract with Enel North America.

The Renewable Energy Program is a voluntary program, open to all TCEC accounts, and has a contract requirement.

The Renewable Energy Rate (“Rider R”) is in addition to any charges the member currently sees on their bill. Rider R would apply to 100 percent of the energy consumption of a member’s account.

Currently Rider R is equal to \$0.010 per kWh. The Cooperative may change the Rider R once per calendar year depending on market conditions for the purchase and retirement of Renewable Energy Certificates.

A Renewable Energy Credit (REC) is created when an authorized renewable generator generates 1 MWh (1,000 kWh) of energy. There is a market for sale and retirement of RECs created to assist in the encouragement of the development, construction and operation of renewable energy resources. Participants taking service under the Renewable Energy Option are entitled to the RECs associated with the renewable energy purchased. RECs will be provided to the participating member upon request on an annual basis. TCEC will not sell, purchase or otherwise manage RECs on behalf of the member.

If a member decides to sign up and then wants to quit participating in the Renewable Energy Program, they may terminate billing under this Rider R by giving the Cooperative at least thirty (30) days prior notice. After receiving such notice, the Cooperative will terminate billing under this Rider effective with, or prior to, the member’s next meter read date. The Cooperative reserves the right to terminate this Rider or revise the pricing or minimum purchase amount of the Rider after giving sixty (60) days prior notice.

If a member does not want to participate in the Renewable Energy Program, their service is not affected. The Renewable Energy Program is voluntary and Rider R, if chosen, is in addition to the applicable rate schedule. Rider R will apply to 100 percent of the member’s energy consumption under the applicable rate schedule for a specific member account. If the member chooses not to participate, no change will be made to the service and charges the member is currently receiving.

The member shall be required to execute the Agreement for Electric Service Backed 100% by Renewable Energy Certificates. (Attached as Appendix B.)

## **Distributed Generation Program**

### **Availability**

Distributed Generation service is available to all members of TCEC meeting the following eligibility requirements:

1. The member Distributed Generation Facility must be powered by wind, solar or biomass;
2. The member Distributed Generation Facility must have a rated capacity that does not exceed the Cooperative's service capacity to the member. The size of the Distributed Generation shall be no less than 1 kW and no greater than 50 kW;
3. The Distributed Generation Facility must be owned by a member of TCEC;
4. The Distributed Generation Facility must be connected on the member's side of the TCEC retail meter (no direct connection to the TCEC distribution facilities is permitted);
5. The member must operate the Distributed Generation Facility in a manner that the TCEC system is not adversely impacted with respect to reliability, quality of service, ability to serve other members, impact on distribution facilities and safety of the public.
6. The member shall be responsible for the costs of protective equipment or other facilities required by TCEC to serve the Member's load with the Distributed Generation Facility and shall be paid in advance of construction; and
7. The member shall be required to execute the Agreement for Interconnection and Parallel Operation for Distributed Generation. (Attached as Appendix A.)

Members with a Distributed Generation Facility connected prior to June 1, 2017 shall continue to be served under the existing agreement until June 1, 2029 or until service is terminated or transferred to new ownership, at which time, the provisions of this Distributed Generation Program will become applicable.

### **Metering**

Metering installed for the service provided under this tariff shall be capable of registering and accumulating the kilowatt-hours (kWh) of electricity flowing in both directions in a billing period.

### **Monthly Billing**

The electric energy generated by the member's Distributed Generation Facility may be used to offset the member's energy requirements at the time of generation.

The energy (kWh) supplied by the Cooperative to the member during the billing period, shall be billed by the Cooperative in accordance with the rates and charges under the member's Standard Rate Schedule.

The energy (kWh) generated by the member's Distributed Generation Facility and delivered back to the Cooperative shall be credited to the member during the billing period at the Cooperative's Avoided Cost. The Cooperative's Avoided Cost shall be defined as the locational marginal price of energy for the regional location provided by TCEC's wholesale power provider.

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**Power Cost Adjustment – PCA-1**

The rates (except [Rates 45, 46, 47, 48](#), and any special agreements) shall be increased or decreased by the amount, in cents or fraction thereof, by which the average cost of power per kilowatt-hour (kWh) purchased was paid to wholesale power suppliers during the previous month exceeds or is less than 5.2594 cents per kWh. The power cost adjustment (PCA) shall be calculated in accordance with the following formula:

**Formula**            **PCA = A x (1/ (1 - B)) + C**

Where:

PCA    =    Power cost adjustment to be made per kilowatt-hour (kWh) billed.

A        =    The amount (in cents, or fraction thereof) by which the average cost of wholesale power per kWh purchased (excluding accounts on [Industrial Power Service rates](#) and any special contracts) paid to wholesale power suppliers during the previous month preceding the end of the billing period for which kilowatt-hour (kWh) usage billed exceeds or is less than 5.2594 cents per kilowatt-hour (kWh).

B        =    The twelve (12) month average percentage of power losses expressed decimally (excluding accounts on Industrial Power Service rates and any special contracts) ending with the previous month.

C        =    An amount in cents per kilowatt-hour (kWh) sold, or fraction thereof, which reflects the periodic over or under recovery of power cost adjustment revenue from previous periods that TCEC is entitled to recover under this section of the Rules and Regulations of Service.

Circumstances beyond the control of TCEC may arise that prevent the calculation of the adjustment for the cost of purchased power before the first billing of the month. In those instances, TCEC shall use the adjustment from the prior month's cost of purchased power for all of the current month's billings. A calculation shall be made the following month to the adjustment for the cost of purchased power to correct the previous month's billings.

**Power Cost Adjustment – PCA-2**

PCA-2 will be the Wholesale Power Cost (including energy, demand, ancillary services, transmission service and any other costs) adjusted for the applicable losses to serve the load.

PCA-2 is only used on Rates, 47, 48 and 91, and any special agreements.

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## **COMMUNITY SOLAR PROGRAM – RATE 110, 111, 112, 113, 132 & 133**

### **Availability**

The Community Solar Program (Solar Array) is available on a voluntary basis to metered Residential Service Members who enter into a Community Solar Program Agreement with TCEC.

### **Description**

The Solar Array is a one-megawatt (1 MW) solar facility located adjacent to the cooperative headquarters in Hooker, Oklahoma. Members may purchase subscriptions of the Solar Array that entitle the Member to the output of the facility equal to 0.026% per share of the total production of the Solar Array on a monthly basis and a monthly Subscription Credit as described below. Total subscriptions available for purchase from this Solar Array are limited to 3,840 shares.

### **Purchase Price per Subscription**

The initial Purchase Price per Subscription effective through January 2017 is \$340.00, thereafter the Purchase Price per subscription will be reduced by 4% each calendar year.

### **Limited Purchase Quantity**

The energy produced by the Member's purchased shares shall not exceed 75% of the total annual energy usage of the participating account.

### **Term**

Each subscription shall be active after the enrollment period set forth by TCEC for a Term ending February 2041 or until terminated pursuant to the terms of the Community Solar Program Agreement.

### **Subscription Credit – Rates 110, 111, 112, 113, 132 & 133**

During each monthly billing period, a Subscription Credit will be provided to the Member based on the actual energy produced by the Member's purchased subscription multiplied by an Energy Rate Credit Factor (ERCF) per kWh shown below. The Subscription Credit shall be calculated as follows:

$$\text{Subscription Credit} = A * B * C$$

Where,

A = Total energy output of the entire solar array facility for the prior month, as measured by appropriate metering devices, divided by the total panels operating during the prior month

B = Energy Rate Credit Factor in \$/kWh

C = The number of panel subscriptions purchased by the Member

Rate 110 - Single-Phase Residential Service Solar;

Rate 111 - Three-Phase Residential Service Solar;

Rate 112 - Single Phase General Service Solar;

Rate 113 - Three Phase General Service Solar;

Rate 132 - Single-Phase Large Power Service Solar; and



Rate 133 - Three Phase Large Power Primary Service Discount Solar.

In the event that the credit for subscription ownership surpasses consumption of an assigned account, the credit will be carried forward to Member's subsequent bills for the account. If at the end of the calendar year credits from subscriptions remain, the credits will become property of TCEC.

## Energy Rate Credit Factor

The Energy Rate Credit Factor is calculated annually using the following formula. The initial ERCF is \$0.05 per kWh.

### Energy Rate Credit Factor Formula

$$\text{ERCF (\$/kWh)} = \text{PRC} * (1 + (\text{AWC} * \text{PCP}))$$

Where:

- PRC = Prior year energy rate credit in \$/kWh
- AWC = Average Wholesale Cost Compound Growth Rate. The compound rate of growth in the Average Wholesale Cost per kWh for the previous five years calculated using data from TCEC's annual Form 7 report.
- PCP = Wholesale Power Cost as a percent of Operating Revenue. The sum of the previous five years' wholesale power cost divided by the sum of the previous five years' operating revenue calculated using data from TCEC's Form 7.

## **MISCELLANEOUS SERVICE CHARGES**

The service charges listed below are applicable to all Members and are in addition to any other charges made under TCEC's rates for electric service.

### **Trip Charge**

A charge of \$250 per occurrence shall be charged for the Service Calls, Service Connections and Return Trips during regular working hours as described below. Reasonable efforts will be made to advise the Member about the appropriate service call fees before the service call begins:

- A. For interruptions caused by the Member's willful act of omission, negligence, or failure of Member-owned equipment, even though TCEC is unable to work beyond the point of delivery.
- B. For reconnection of electric service to any Member due to previously unlawful use of service, misrepresentation to TCEC, unsafe conditions, threats to Cooperative personnel or property, failure to permit access, detrimental effects of Member loads on TCEC System, failure to establish credit and/or sign an agreement for service, reconnection for failure to pay or any other reason authorizing TCEC to make such disconnections, per trip.
- C. For response to a power interruption call where it is determined that the Member's equipment is at fault and there is electricity at the point of delivery.
- D. Replacing meter seal that has been cut or otherwise tampered. TCEC is aware that electricians occasionally need the meter seal removed to safely perform work on the member's side of the meter. TCEC will inform by letter local licensed electricians once each year of the need to contact TCEC before removing the meter seal. TCEC will have its personnel remove the meter seal as soon as possible. If an electrician chooses to remove the meter seal, TCEC is not liable for any personal injury or damages that may occur. TCEC shall inform members once each year to not remove the meter seal and the costs of doing so.
- E. In the event of a member calling multiple times and either requesting a check service or an outage that is actually on the member side beyond our service disconnect and they have been notified that they will be charged a fee.

### **Clearance for House, Structure or Equipment Moving**

When a house, structure, or equipment is to be moved along roadways over which TCEC's electric wires are strung, TCEC shall be advised of the route a minimum of forty-eight (48) hours in advance.

Under no circumstances shall anyone other than authorized employees or agents of TCEC remove, cut, raise, or handle any electric wires.

The actual cost of checking route, removing, raising, lowering, cutting, or otherwise handling electric wires or other equipment shall be paid by the party moving the house, structure, or equipment.

An estimated cost shall be collected in advance if TCEC does not have an existing relationship with the party moving the house, structure, or equipment; or if the party moving the house, structure, or equipment has failed to pay for a previous move.

## **Collection Charge**

When an account becomes subject to [termination for non-payment](#) of any or all portions of a bill for electric service, a Collection Charge of seventy-five dollars (\$75.00) per meter shall be assessed whether TCEC has taken action or not. The Collection Charge is assessed to cover a portion of the handling required because of the delinquency of the account during normal business hours. If handling is required after normal business hours see [After-Hours Connection Charge](#).

Members taking residential service who have been disconnected for non-payment and elect to reconnect under the Pay As You Go program will not be assessed a Collection Charge.

## **Insufficient Funds Charge**

An Insufficient Funds Charge is made when a check or other negotiable instrument has been dishonored and returned to TCEC. Insufficient Funds Charge shall be thirty dollars (\$30.00) per instrument.

## **Meter Testing Fee**

First meter test request by a Member shall be free. The second meter test request by the Member within five (5) years shall be \$500.00, paid in advance. The Meter Test Fee shall be refunded if meter is found to be in error of an amount greater than plus or minus two percent ( $\pm 2\%$ ).

## **Multi-Residences served by a Single Meter**

Where multiple Residences are served through one meter, a charge equal to the number of additional houses/apartments times the Service Availability Charge shall be added to the monthly bill for each additional Residence. The [Service Availability Charge](#) used to determine the charge shall be the [applicable residential rate](#).

## **Pole Attachment Fee**

Pole Attachment Fee shall be six dollars and eighty-seven cents (\$6.87) per year/per pole/per organization. Pole Attachment Fee shall be billed in arrears in December of each year.

## **Temporary Clearance**

If a water well, equipment, elevator or other facility requires temporary clearance from electric lines for repair or construction, TCEC shall be advised of the need for providing clearance of wires a minimum of forty-eight (48) hours in advance.

Under no circumstances shall anyone other than authorized employees or agents of TCEC remove, cut, raise, or handle any electric wires.

The actual cost of removing, raising, lowering, cutting or otherwise handling electric wires or other equipment shall be paid by the party requesting the temporary clearance. An estimated cost may be collected in advance if TCEC does not have an existing relationship with the party requesting the temporary clearance; or if the party requesting the temporary clearance failed to pay on a previous clearance.

## **Relocation of Facilities Charge**

Relocation of Facilities Charge is made when the Member requests the relocation of facilities for the benefit of the Member. Relocation of Facilities Charge shall be the estimated cost of the relocation. One-hundred percent (100%) of the Relocation of Facilities Charge shall be paid in advance.

## Restoration of Tampered Service

A Member who tampers with a meter, other device, or has prevented, by any means, energy, and/or capacity from being recorded by the meter shall be charged a minimum of one [trip charge](#). Additional trip charges may be incurred for multiple visits to the location. In addition, the Member shall pay expenses for damage, replacement, destruction of, or misuse of TCEC equipment plus the appropriate rate for energy and/or capacity not recorded by the meter. Additionally, the Member may be required to pay an additional Security Deposit.

## Temporary Disconnect Charge

The Temporary Disconnect Charge applies to accounts where the same Member reconnects an account at the same location that was disconnected for less than twelve (12) months. The Temporary Disconnect Fee shall be as follows for each type of service received by member:

Residential Service	\$250.00
General Service	\$250.00
Irrigation Service	\$1,000.00
Oil and/or Natural Gas Service	\$1,500.00
Large Power Service	\$3,000.00
Industrial Service	\$25,000.00
Wind Farm	\$25,000.00

## **GENERAL CLAUSES**

### **Continuity of Service**

TCEC shall use reasonable diligence to supply continuous electric service. TCEC does not guarantee the supply of electric service against irregularities or interruptions. In no event shall TCEC be liable for damages from irregularities or interruptions of service caused by, but not limited to, failure of facilities, breakdown or injury to equipment, extraordinary repairs, an act of God, public enemy, accidents, labor disturbance, strikes, sabotage, legal process, federal, state, county or municipal interference, restraint by public authority, any emergency, or cause beyond the control of TCEC.

### **Liability of TCEC**

TCEC shall not be considered in default and shall not be liable due to any failure to perform any obligation if prevented from fulfilling such obligation by reason of any delivery delay, breakdown, failure or damage to facilities, an electric disturbance originating on or transmitted through electrical systems with which the system of TCEC is interconnected, act of God, public enemy, strike, terrorism or other labor disturbance involving TCEC or the Member, civil, military, or governmental authority, or any cause beyond the control of TCEC.

### **Exclusive Service**

The Rules and Regulations of Service including the rates and fees are based on exclusive use of the service of TCEC and, except in cases where the Member has a contract with TCEC for auxiliary or supplementary service, no electric service from another source shall be used by the Member on the same installation in conjunction with the service of TCEC either by means of a throw-over (break-then-make double-throw) switch or any other connection. Auxiliary or supplementary service provided by TCEC is not to be connected or operated in parallel with a private generating plant unless so provided by written interconnection contract with TCEC.

Auxiliary or supplementary service is that electric service supplied by TCEC which is used to supplement electric service obtained by the Member from another source, or which is available in the event of failure of the electric service which the Member normally obtains from another source, or which in effect serves to relieve, sustain or reinforce the effective operation of the private generating plant or other source of the Member of non-Cooperative electric service unless provided in written contract.

### **Resale Prohibited**

The Member shall not sell electricity purchased from TCEC to any other agency, company, corporation, entity, or person, unless the contract under which the Member is served specifically provides for resale. TCEC shall fully report such resale to the proper entities.

### **Extensions across Public Space**

The Member shall not, except with the written consent of TCEC and the public entity, extend or connect his/her/its installation to lines across or under a street, alley, land, court or avenue or other public or private space in order to obtain service for adjacent property through one meter. Such consent may be given when such adjacent properties are operated as one integral unit under the same name and for carrying on parts of the same business.

## **Modification of Rules and Regulations of Service**

No agent, representative, or employee of TCEC shall have authority to modify the Rules and Regulations as stated herein. Subject to the approval of the Board of Trustees, TCEC shall have the right to amend or add to these Rules and Regulations of Service as it deems necessary from time to time.

## DEFINITIONS

The following terms, when used in these Rules and Regulations of Service shall, unless otherwise indicated, have the meanings given below:

**ANSI** – The American National Standards Institute is a private, non-profit organization (501©3) that administers and coordinates the U.S. voluntary standardization and conformity assessment system.

**Applicant** — An individual, partnership, association, firm, public or private corporation, government agency, or public or private entity requesting electric service from TCEC.

**Association-** The act of a number of persons who unite or join together for some special purpose or business. The union of a company of persons for the transaction of designated affairs, or the attainment of some common object. An unincorporated society; a body of persons united and acting together without a charter, but upon the methods and forms used by incorporated bodies for the prosecution of some common enterprise.

**Billing Month** — An interval of approximately thirty days between successive meter reading dates.

**Commission** — May refer to Oklahoma Corporation Commission, Kansas State Corporation Commission, Public Utility Commission of Texas, Colorado Public Utilities Commission or New Mexico Public Regulation Commission, depending on location.

**Complaint** — An expression of dissatisfaction toward TCEC regarding billing, service procedure or employee conduct which requests or requires some remedial or corrective action by TCEC. Complaints may be made by the Member or other interested party. A complaint may be made orally or in writing.

**Corporation** – An artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals, who subsist as a body politic under a special denomination, which is regarded in law as having a personality and existence distinct from that of its several members, and which is, by the same authority, vested with the capacity of continuous succession, irrespective of changes in its membership, either in perpetuity or for a limited term of years, and of acting as a unit or single individual in matters relating to the common purpose of the association, within the scope of the powers and authorities conferred upon such bodies by law

**Customer** — Member or non-Member served by TCEC.

**Delinquent** — see Past Due

**Electric Plant** — Facilities and equipment owned and/or operated by TCEC, including but not limited to generating stations, substations, transformers, towers, poles, conductors, transportation equipment, conduits, meters, motors, real estate and buildings.

**Electricity** — Electric power and/or energy produced, transmitted, distributed, or provided by TCEC.

**Electric Service** — The maintenance by TCEC of an established voltage and frequency at the point of common coupling to the Member whether or not any electric power is actually used by the Member.

**Extension** — Any branch from or continuation of the existing transmission, distribution or service facilities of TCEC to the point of common coupling, including increases in capacity of existing facilities, or the changing of any line to meet the requirements of the Member to include all transformers, service connections, meters, etc.

**Facility Extension Agreement** — A written agreement or contract between TCEC and the Member to establish conditions of electric service.

**Firm** - Company that involves itself in the business of law. Lawyers that work together under a specific firm name, may only focus on certain kinds of law, deal with various general law cases. Litigation secretaries, data entry specialists, and case file managers are necessary members of such a firm.

**General Service** – Services which are not residences such as domestic water wells, livestock water wells, small agriculture, small businesses, etc.

**Government Agency** - A government body formed under the terms of a statute to ensure compliance with the acts provisions.

**Heat Index** — A measurement of the air temperature in relation to the relative humidity used as an indicator of the perceived temperature.

**Idle Service** — When a service is inactive and no monthly charge has been billed for at least twenty-four (24) months, it shall be considered idle.

**IEEE** - A non-profit professional organization dedicated to the advancement of electricity-related technology. A leader in standard-making, it publishes the National Electrical Safety Code. IEEE was formerly used as an acronym for the Institute of Electrical and Electronics Engineers before becoming the group's formal name during the 2000s because technical fields had transcended traditional definitions and boundaries (See National Electrical Safety Code).

**Individual** - As a noun, individual denotes a single person as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is said that this restrictive signification is not necessarily inherent in the word, and that it may, in proper cases, include artificial persons.

As an adjective, individual means pertaining or belonging to, or characteristic of, one single person, either in opposition to a firm, association, or corporation, or considered in his relation thereto.

**Installation of the Member** — All wires, cut-outs, switches, appliances and apparatus of every kind and nature used in connection with or forming a part of any installation for utilizing electricity for any purpose ordinarily located on the Member's side of point of common coupling, whether such installation is owned outright by the Member or used by the Member under lease or otherwise.

**Legal Holiday** — Days declared to be legal holidays by the Chief Executive of the states of Oklahoma, Kansas, Colorado, New Mexico, and/or Texas and those days observed by TCEC.

**Limited Liability Company** – It combines corporation limited personal liability with partnership or sole proprietorship single taxation. Each shareholder files own separate tax return. Profits and tax benefits are split any way the stockholder and shareholder entities choose. LLC tax return is informational for the taxation authorities. Also refer to limited company.

**Member/Customer** — Referred to as the Member in these Rules and Regulations of Service. Any individual, partnership, association, firm, public, or private corporation, governmental agency, or public or private entity that has complied with the requirements for membership or elected to be a non-member.

**Meter** — Any metering equipment, including auxiliary devices, if any, constituting the complete installation required to measure the power and energy supplied to any the Member.



**Mobile Home** — A mobile living unit designed and equipped for year-round occupancy that has the wheels removed and is located at a permanent location.

**Mobile Home Lot** — A defined parcel of land, in a Mobile Home Park which is adequate, suitable and restricted to the location of a single Mobile Home. This parcel may be purchased, rented, or leased by owner of Mobile Home located thereon for occupancy of not less than thirty (30) days.

**Mobile Home Park** — A parcel or tract of land, which has been developed to provide at any time electric utility and other necessary services to permanent and semi-permanent Mobile Homes located in designated individual lots.

**National Electrical Code (NEC)** — The United States standard for safe installation of internal electrical wiring and equipment, part of the National Fire Code series published by the National Fire Protection Association. A publication title.

**National Electrical Safety Code (NESC)** — Developed by IEEE, it sets ground rules for worker safety during the installation, operation, and maintenance of electric and telecommunication lines and associated equipment. A publication title, italicize. Electric cooperatives that are federal Rural Utilities Service borrowers must comply with all sections of the code. (See IEEE.)

**Notice** — Unless otherwise specified, a written notification delivered personally or mailed by one party to the other at such other party's last known address. Address shall be defined as the physical address, P.O. Box, email address or phone for text message.

**Partnership** - A voluntary contract between two or more competent persons to place their money, effects, labor, and skill, or some or all of them, in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them.

**Past Due** — Any amount that is considered late by TCEC.

**Point of Common Coupling** — The point of common coupling of electric service shall be the point at which the Member connects to the wires and/or apparatus of TCEC.

**Premises** — Any piece of land, real estate, facility, building, or other structure or portion thereof where electric service is available to the Member.

**Rate** — Schedule of charges for electric service containing the rate identification or code (alpha and/or numeric), class of service, applicability, territory, rate, minimum charge, and conditions under which service is to be furnished as approved by the appropriate Commission and/or the Board of Trustees, as applicable.

**Residence** — Any residential dwelling mounted on a foundation containing complete kitchen facilities for each dwelling unit with normal occupancy on a permanent year-round basis. Not included in the term permanent Residence are motels, rooming houses, weekend cabins, trailer houses and mobile homes not on permanent foundations. However, trailer houses and Mobile Homes situated in Mobile Home Parks or on individual lots are considered permanent Residences.

**Service Connection** — Wires from TCEC's distribution system to the Member's service entrance.

**Service Entrance** — The terminal of the Member's wiring to which TCEC connects its electric service.

**Subdivision** — Any land, wherever located, whether improved or unimproved, contiguous or not, which is divided into lots or proposed to be divided for the purpose of disposition pursuant to a common promotional scheme or plan of advertising for disposition.

**Temporary Service** — Service to loads such as well drilling loads, construction power loads, carnivals, street decorations for celebrations and to other similar loads of short duration. Any service of less than twelve (12) months shall be considered temporary service.

**APPENDIX A**  
**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION**  
**OF DISTRIBUTED GENERATION**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_(month), 20\_\_(year), by and between:

**Tri-County Electric Cooperative, Inc.**, hereinafter called "TCEC,"

And \_\_\_\_\_, hereinafter called "Member."

*Witnesseth:*

- 1) Member desires to interconnect an electric power generator to Member's electrical service via an indirect connection to TCEC's distribution facilities.
- 2) TCEC does not allow a direct connection to its distribution facilities.
- 3) Each of the parties desire to operate the interconnection in a way that ensures the safety of the public, the parties and the employees and facilities of the parties.

*In consideration of the mutual covenants of TCEC and Member (the parties), the parties agree as follows:*

**Section One: Rules and Regulations of Service**

The section of the Rules and Regulations of Service, of TCEC entitled "Distributed Generation" is incorporated as if copied and recited herein. The parties recognize that the Rules and Regulations of Service are subject to modification and change. This agreement shall be subject to such modification or change effective as of the date of the approval of such modification or change.

**Section Two: Location**

Member desires to indirectly connect to distribution facilities of TCEC at the following location:

Insert a description of the location and the Member account:

\_\_\_\_\_  
\_\_\_\_\_

**Section Three: Term**

This Agreement is ongoing with no expiration and can be terminated by either party upon 60 days written notice.

**Section Four: Change of Law, Regulatory Requirements, or Rules and Regulations of Service**

The parties agree that in the event of a change of law, regulatory requirement or the Distributed Generation set out in TCEC's Rules and Regulations of Service, they will negotiate in good faith to amend this Agreement to reflect the change(s).

TCEC SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE TO MEMBER IN THE EVENT THE PARTIES FAIL TO AMEND THIS AGREEMENT FOR A

PERIOD OF THIRTY (30) DAYS TO REFLECT ANY APPLICABLE CHANGE OF LAW, REGULATORY REQUIREMENT OR THE DISTRIBUTED GENERATION OF TCEC.

## **Section Five: Installation**

Member's electric power generation facility shall be installed in accordance with all applicable laws, codes, rules and regulations.

Member shall provide all reasonably requested information concerning Member's facilities and take or refrain from taking actions as TCEC may request or as may be necessary or appropriate in order to achieve the purposes of this Agreement or to carry out the transaction contemplated hereby.

## **Section Six: Metering**

Metering installed for the facility of Member shall be capable of registering and accumulating the kilowatt-hours (kWh) flowing from the Member to TCEC and from TCEC to Member for each billing period.

## **Section Seven: Maintenance Outages**

Outages on TCEC's system are occasionally required for maintenance purposes. TCEC will provide as much notice to Member as practically feasible under the circumstances requiring the maintenance. It is recognized that in some emergency situations, notice of the outage to Member may not be possible.

Member will not be entitled to compensation for the lack of availability of TCEC's facilities.

## **Section Eight: Access**

Member grants TCEC access to Member's site for maintenance and operations. TCEC has the right, but not the obligation, to inspect Member's facilities. TCEC shall have the right to disconnect/isolate Member in the event that it is TCEC's determination that Member's facilities pose a risk to the general public, the Member, employees of TCEC or the facilities of TCEC.

## **Section Nine: Authorization**

Each party to this Agreement will obtain any required federal, state or local governmental authorization, approval, order, license, permit, franchise or consent, if any, and any registration, declaration or filing with any government authority in connection with this Agreement and the facilities covered herein.

## **Section Ten: Indemnification**

Member shall defend, hold harmless and indemnify TCEC, its authorized agents, wholesale power providers, respective employees, officers and trustees from and against all claims, demands, losses or damages, costs or expenses (including reasonable attorneys' fees and other expenses incident thereto) on account of damage to any third-party property or injury including death, to any persons (including any employee of TCEC) that arises from implementation or operation of the distributed generation of Member.

## **Section Eleven: Limitation of Liability**

Member releases TCEC, its authorized agents, wholesale power suppliers, and other Members from any liability, whether direct, indirect or consequential to the implementation or operation of the Member's generating unit.

## **Section Twelve: Modification**

This Agreement shall only be modified by a writing signed by all parties.

**Section Thirteen: Assignability**

This Agreement is not assignable by either party hereto without the written consent of the other party.

**Tri-County Electric Cooperative, Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Member**

\_\_\_\_\_

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## APPLICATION FOR OPERATION OF MEMBER-OWNED GENERATION

This application should be completed as soon as possible and returned to TCEC (the "Cooperative") in order to begin processing the request.

INFORMATION: This application is used by the Cooperative to determine the required equipment configuration for the Member interface. Every effort should be made to supply as much information as possible.

### Member Information

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### Type of Generator (check one)

Photovoltaic       Wind       Biomass

### Estimated Load Information

Total Load behind the Meter: \_\_\_\_\_ (kW)

Total RRF Rated Capacity: \_\_\_\_\_ (kW)

### Description of Proposed Installation

Give a general description of the proposed installation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Generator Data

Number of units behind the retail meter: \_\_\_\_\_

Assigned Unit number, if multiple units are installed: \_\_\_\_\_

Attach a readable photo of nameplate data. See "Example" attached.

### Sign Off Area

The Member agrees to provide TCEC with any additional information required to complete the connection. The Member shall operate all equipment within the guidelines set forth by TCEC.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

Example:

**GENERAC**

MODEL: G0070420  
SERIAL: 3000821935  
ITEM NO: N/A  
PROD DATE: 20160908  
VOLTS: 120/240      1 PHASE  
LPV AMPS: 183.3/91.7      HZ 60  
NG AMPS: 162.5/81.3      RPM 3,600  
INSULATION CLASS: H  
CONTROLLER P/N: OJ8371C  
COUNTRY OF ORIGIN: US  
DUTY RTG. EMERGENCY

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X"D 0.064      X"D 0.051  
RATED AMBIENT TEMP. 25° C  
FOR STANDBY SERVICE

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NEUTRAL FLOATING UNBALANCED LOAD CAPACITY	50 %	MANUF LOC 1004
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RAINPROOF ENCLOSURE

**UL** US  
LISTED  
STATIONARY ENGINE  
GENERATOR ASSEMBLY  
TRANS

**SwRI** SwRI ID No. 13204-01-01  
Compliant with Clause (2)  
of Section 4.14 of NFPA 97

**APPENDIX B**  
**AGREEMENT FOR ELECTRIC SERVICE BACKED 100% BY**  
**RENEWABLE ENERGY CERTIFICATES**

This Agreement, effective on \_\_\_\_\_, is made by and between Tri-County Electric Cooperative (“TCEC”) and the following member of TCEC (“Member”);

Member Name: \_\_\_\_\_ Applicable Account Number(s): \_\_\_\_\_

Member wishes to purchase 100% renewable electric energy and associated Renewable Energy Certificates (RECs) pursuant to TCEC’s Rider R.

Now, therefore, the parties agree as follows:

1. Rider R charges shall be in addition to all other charges due TCEC. Member shall pay TCEC for the purchase of renewable electric energy and RECs equal to all of Member’s monthly metered kilowatt-hour consumption. This consumption is the amount of TCEC’s Rider R at the time of energy consumption multiplied times such kilowatt-hour consumption. RECs will be provided to the participating member upon request on an annual basis.
2. Member may terminate billing under Rider R by giving TCEC at least 30 days’ prior notice, effective no earlier than Member’s next meter read date. After termination of Rider R billing by Member, Member shall be ineligible for subsequent Rider R billing until one year after such termination. However, if termination of Rider R billing is due to a change of service of Member, Member shall be eligible for Rider R billing without delay. Member shall apply for any subsequent Rider R billing. While Rider R is in effect, the total monthly billing shall include both the charges for the applicable rate for the account, plus Rider R charges for 100% of the energy consumed.
3. TCEC may terminate this Agreement by giving Member at least 60 days’ prior notice, or immediately in the event Member fails to pay TCEC for electric service in accordance with TCEC’s Rules & Regulations of Service.
4. This Agreement shall continue until terminated for so long as Member continues to purchase electric service under Rider R from TCEC.
5. TCEC may change the Rider R amount upon at least 60 days’ notice to Member, but not more frequently than once during any twelve-month period. Changes shall depend on market conditions for RECs. The Rider R amount as changed shall be applicable for consumption after the date of change.
6. In the event of a conflict, TCEC’s Rules and Regulations of Service as approved by the board of directors shall take precedence over the terms of this Agreement.

**Executed by:**

**TCEC Representative** (Print Name and Title): \_\_\_\_\_

**TCEC Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Member Printed Name:** \_\_\_\_\_

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_