

TARIFF
Concho Valley Electric Cooperative, Inc.
P.O. Box 3388
San Angelo, Texas 76902

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**Description of Operations
of
Concho Valley Electric Cooperative, Inc.**

Concho Valley Electric Cooperative, Inc. was incorporated in 1940 and is a member-owned, nonprofit cooperative. The Board of Directors consists of seven (7) members, elected by the membership at the annual meeting. The Board of Directors sets policies and employs an Executive Vice President/CEO to manage the operations of the Cooperative.

The headquarters is located in San Angelo, Texas, and has approximately forty-nine (49) employees experienced in the business to meet the members' electrical requirements and to assure dependable and adequate electrical service to the Cooperative service areas.

Service requests and trouble calls are taken at the headquarters or by phoning (325) 655-6957 during office hours. After hours, weekends, and holidays, calls are received by calling (325) 655-6959. This gives the member twenty-four (24) hour, three hundred sixty-five (365) days a year availability to call the Cooperative for service.

Request for service at existing service locations, made during office hours, are worked the day of the request or the following work day, unless prevented by work on the restoration of service due to an outage. Request for service requiring new line extensions are made on a first come, first serve basis, except where such construction can be completed without delaying other previously scheduled line extensions and is an economical advantage to the Cooperative and members.

Meters are read, monthly, by Automatic Meter Reading (AMR) System and Cooperative personnel who also change out meters under the Cooperative meter change-out program. Also, meter readers are available to the member to obtain information concerning the service of the Cooperative.

Billings for electric service, accounting functions, etc., are performed by Cooperative personnel using the Cooperative's in-house computer located at the headquarters.

Concho Valley Electric Cooperative, Inc. owns, operates, and maintains over 3,948 miles of electric distribution facilities, in ten (10) counties, which serves over 11,863 meters. The meters serve homes, water wells, irrigation wells, commercial business, agri-related industry, oil wells, oil and gas related industry and public buildings.

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AREA SERVED

Concho Valley Electric Cooperative, Inc. had facilities in place as of September 1, 1975, and serves consumers in the following counties:

- | | |
|------------------|------------------|
| Coke | Nolan |
| Concho | Reagan |
| Glasscock | Runnels |
| Irion | Sterling |
| Mitchell | Tom Green |

Concho Valley Electric Cooperative, Inc. did not as of September 1, 1975, serve within the city limits of any incorporated city. However, several CVEC service areas have been annexed by the City of San Angelo since that time.

Concho Valley Electric Cooperative, Inc. Tariff Tariff: Electrical	Effective Date: 08-22-02 Revision No.: Section No.: 300 Sheet No.: 1 of 2
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DEFINITIONS

- Consumer, Member, Customer** A member of the Cooperative who purchases electric service.
- Board of Directors** The Boards of Directors of the Cooperative are elected by the member/consumer.
- Type of Customers** Are classified according to type of service rendered and for what use service is to be made and time service is used.
- Cooperative Means** Concho Valley Electric Cooperative, Inc.
- Commission Means** Public Utility Commission of Texas
- Electric Service** Means the actual delivery of electric power to the customer and it includes any and all acts done, rendered, or performed in the delivery of electric power by the Cooperative operating under the jurisdiction of the Public Utility Commission of Texas.
- Point of Delivery** The point where the wires necessary to provide electrical energy or service are attached to the structure being served.
- Meter Base** A device attached to a pole or structure wherein an electrical energy measuring device (meter) may be inserted to measure kilowatt hour consumption.
- Meter** A device which provides a means of measuring electricity consumption.

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DEFINITIONS
(Continued)

<u>Demand Meter</u>	A special meter device which measures the highest electric demand produced by the customer being served in any 15 minute period during a billing period, or one month.
<u>Meter Loop</u>	A device placed on a pole or residence or structure for the purpose of furnishing a point of contact for the electric service. A meter loop consists of a weatherhead, a length of conduit or metal pipe, and a meter base. Cable may be substituted in lieu of conduit if the load does not exceed 50 AMPS.
<u>Mobile Home or Manufactured Housing</u>	A dwelling which requires special equipment for transporting and requires a special highway use permit for moving.
<u>Trailer House</u>	A mobile dwelling which can readily be transported behind a car or light truck without a special permit and would customarily be considered a place of temporary dwelling.
<u>Temporary Service</u>	A short pole placed in the ground and Poles sufficiently braced to allow an electric service to be attached. A temporary service pole consists of pole, meter loop, protective panel box, and outlets for use by building contractors.
<u>Standard Voltages</u>	Standard voltages are those which are normally provided a customer at the point of delivery of the electric energy. These voltages may differ according to the load being serviced and the wishes of the consumer.
<u>AMR Meter</u>	A meter which is read by the Cooperative from the Cooperative's headquarters over the distribution system.

Concho Valley Electric Cooperative, Inc. Tariff Members General Information	Effective Date: 08-22-02 Revision No.: Section No.: 410 Sheet No.: 1 of 1
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MEMBERS AUTHORITY

The members of Concho Valley Electric Cooperative, Inc. as individuals, cannot control, or cause to be controlled, the operation or management of the Cooperative.

The members may alter, amend, and/or change Articles of Incorporation, Bylaws, and Board Policies when properly assembled and a quorum is present and when such alteration, amendments, and/or changes are not inconsistent with the National and State laws.

Members, as a group, when properly assembled, and a quorum is present, may direct the Cooperative in any manner not inconsistent with National and State laws or other contracts in force. This includes, but is not limited to, election of directors and acceptance of reports.

MEMBERS APPLICATION

Every potential member, before obtaining service shall make written application, to the Cooperative for membership and service at the rates applicable. The written application for service, accompanied by payment of the membership fee, along with any deposits which may be required, and when signed by the member, and accepted and approved by the Cooperative, constitutes a contract.

A member, as used here, means one individual, partnership, association, firm, public or private corporation, or governmental agencies at a single location receiving one class of service to be used only at the location or premises under his sole ownership or control.

Every application for service shall be made in the true name of the member desiring the service. In case of violation of this provision, the Cooperative may discontinue service at such location.

A member may have any number of connections under one membership; however, member applying for additional service connection must sign written contract, if applicable, and pay additional deposit.

In signing the application, the member agrees to abide by the Articles of Incorporation, Bylaws, rules and regulations, and rate schedules adopted by the Board of Directors.

The application and contract for service are not transferrable by the member, and a new occupant of the premises must make a new application in writing to the office of the Cooperative before service is begun.

All contracts for service under the scheduled rates of the Cooperative, except those that make a definite exception is effective for periods as shown in the application for membership and electric service and are automatically renewed upon each expiration date on a month to month basis unless canceled by either party. The Cooperative may require a contract for periods of more than one year when the member's requirements for power or energy are unusually large, and/or necessitate considerable special investments and in such cases may require payment by the member of such charges and amounts as may be necessary to protect the investment of the Cooperative.

Concho Valley Electric Cooperative, Inc.

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Members General Information

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MEMBERS APPLICATION

(Continued)

In signing the application, the applicant agrees to furnish all permits and easements required to enable the Cooperative to supply service, except those for public use.

The applicant also guarantees right of access to the premises at all reasonable times to properly identified Cooperative employees, for the purpose of reading meters, maintain proper right-of-way clearances, trim trees, testing, repairing, removing, maintaining or exchanging any or all equipment and facilities, which are the properties of the Cooperative.

The contract shall, at the option of the Cooperative, cease and terminate and all bills for service previously furnished, immediately become due and payable without further notice in case any act of bankruptcy is made or committed by the consumer, or any petition, either voluntary or involuntary, is filed by or against the consumer in bankruptcy.

Upon termination of membership, the membership fee will be refunded or applied against any unpaid balance owed the Cooperative.

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MEMBERS RELATIONS

The Cooperative shall strive to maintain a high degree of satisfactory relations with the members in billing, collection, and furnishing of service to the member-owner of the Cooperative through, but not limited to the following:

1. To advise applicants, members, and others of the Cooperatives facilities available for service in the Cooperative service areas by having available personnel, up-to-date maps, plans, and records.
2. To assist the member or applicant in the selection of the most economical rate schedule available to them.
3. To notify the membership of changes in rates or schedule of classification and the reasons for such changes.
4. To post a notice in the headquarters office to inform the members that rate schedules and service rules and regulations are available for inspection.
5. To furnish to members additional information on rates and service rules and regulations as the member may reasonably request.
6. To inform the members as to the method of reading meters, billing, and the services of the Cooperative as needed or requested.
7. To assist members and encourage the members to make his/her present and future use of electricity more productive and of methods to conserve energy.

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RESPONSE TO REQUEST FOR SERVICE

General: The Cooperative shall serve each member, qualifying under the rules and regulations of the Cooperative, with service within the certified areas of the Cooperative as rapidly as is practical.

Requiring Connects and Disconnects: Those members requesting service, not involving line extensions or new facilities, shall be served on the day service is requested or the following work day, but under no condition more than seven (7) work days from the date of service request.

Requiring Line Extension: Those members requesting service, requiring line extensions, shall be served as quickly as possible and shall not exceed ninety (90) days unless unavailability of materials causes unavoidable delays.

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MEMBER COMPLAINTS

The Cooperative upon receiving a complaint from the member, by letter or by telephone, shall promptly make a suitable investigation and advise such member of the results thereof.

The Cooperative shall keep a record of complaints.

MEMBERS RESPONSIBILITY FOR COOPERATIVE PROPERTY

All meters, service connections, and other equipment furnished by the Cooperative shall be, and remain, the property of the Cooperative.

The consumer shall provide a space for, and exercise proper care to protect the property of the Cooperative on his/her premises.

The consumer will be responsible for all damage to, or loss of, the Cooperative's property located upon his/her premises, unless occasioned by causes beyond his/her control, and shall not permit anyone who is not an agent of the Cooperative to remove or tamper with the Cooperative's property.

In the event of loss or damage to Cooperative property, arising from neglect of consumer to care for same, the cost of necessary repairs or replacement shall be paid by the consumer.

In the event of tampering with the Cooperative's property, the consumer shall be charged a tampering fee as stated in Section 721.20.

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COOPERATIVE OFFICE AND SERVICE HOURS

The Cooperative's general office is in San Angelo, Texas located at 2530 Pulliam Street, telephone number (325) 655-6957. The Cooperative's e-mail address is cvec@cvec.coop.

All consumer inquiries concerning service or rates should be made directly to the office of the Cooperative.

Normal service hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Except for unusual conditions or circumstances, service work is performed only during normal service hours. Emergency work is performed from this office 24 hours a day, seven (7) days a week. For reporting emergency trouble or power failure after normal service hours or on holidays, telephone (325) 655-6959.

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CONTINUITY OF SERVICE AND SERVICE INTERRUPTIONS

General: The Cooperative will use reasonable diligence to supply steady and continuous service at point of delivery, but does not guarantee continuous and uninterrupted service.

Liability: The Cooperative will not be liable to consumers for any damages or loss to any member caused by any failure to supply electricity or by any interruption or reversal of the supply of electricity, if such is due to any cause beyond the reasonable control of the Cooperative.

Scheduled Outages: In order to make repairs to or changes in the Cooperative's facilities for supplying electric service, the Cooperative reserves the right, without incurring any liability therefore, to suspend service without notice to the consumer for such periods as may be reasonably necessary; but such work shall, as far as practical, be done at a time that will cause the least inconvenience to the members. The members to be affected by such planned interruptions shall be notified in advance, if practical to do so.

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CONSUMER REPORTING RESPONSIBILITY

It shall be the responsibility of the consumer to notify the Cooperative in case of power failure or other defects, trouble, accidents, or hazardous conditions that may adversely affect his/her electric power.

The Cooperative will maintain reasonable and regular maintenance procedures. In the event of power failure, the consumer should:

1. Check his/her switch box or breaker panel to see if a fuse has been blown or a breaker tripped.
2. Determine, if possible, whether or not any of his/her neighbors have power.
3. Call the Cooperative Office, collect at (325) 655-6957. If the call is made after regular working hours, call collect (325) 655-6959. The Cooperative answering service will answer. If this number is busy, other members are reporting power failures, call should be replaced.

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REQUEST FOR DISCONNECTION

Consumer shall give the Cooperative a minimum of three (3) days notice, preferably in writing, prior to disconnection, unless written contract specifies otherwise.

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DISCONTINUANCE OF SERVICE

- A. **Disconnection for delinquent bills.** A customer's electric service may be disconnected if a bill has not been paid or a Deferred Payment Agreement entered into within 26 days from the date of issuance of a bill and if proper notice has been given. Proper notice shall consist of a separate mailing or hand delivery at least 10 days prior to a stated date of disconnection.
- B. **Disconnection with notice.** Electric service may be disconnected after proper notice for any of the following reasons:
- Failure to pay a delinquent account for electric service or failure to comply with the terms of a Deferred Payment Agreement.
- Violation of the cooperative's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.
- Failure to comply with deposit or guarantee arrangements where required as stated in Section 513 of this tariff.
- C. **Disconnection without notice.** Electric service may be disconnected without notice where a known dangerous condition exists for as long as the condition exists, or where service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment or in instances of tampering with the Cooperative's meter or equipment, bypassing the same, or other instances of a diversion.

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D. **Disconnection prohibited.** Service may not be disconnected for any of the following reasons:

1. Delinquency in payment for Cooperative service by a previous occupant of the premises.
2. Failure to pay for merchandise, or charges for non-utility service provided by the Cooperative.
3. Failure to pay for a different type or class of Cooperative service, unless the fee for such service is included on the same bill.
4. Failure to pay the account of another customer as guarantor thereof, unless the Cooperative has in writing the guarantee as a condition precedent to service.
5. Failure to pay charges arising from an under billing occurring, due to any misapplication of rates more than six months prior to the current billing.
6. Failure to pay charges arising from an under billing, due to any faulty metering, unless the meter has been tampered with.
7. Failure to pay an estimated bill other than a bill rendered pursuant to an approved meter-reading plan, unless the Cooperative is unable to read the meter, due to circumstances beyond its control.

- E. **Disconnection on holidays or weekends.** Unless a dangerous condition exists, or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Cooperative are not available to the public for the purpose of making collections and reconnecting service.
- F. **Disconnection due to Cooperative abandonment.** Cooperative service cannot abandon a customer or a certified service area without written notice to its customers therein and all similar neighboring utilities.
- G. **Disconnection for ill and disabled.** The Cooperative may not discontinue electric service to a delinquent residential customer permanently residing in an individually metered dwelling unit when that customer establishes that discontinuance of service will result in some person residing at that residence becoming seriously ill or more seriously ill, if service is discontinued. Each time a customer seeks to avoid termination of service under this rule, the customer must have the attending physician (for purposes of this rule, the term "physician" shall mean any public health official, including, but not limited to, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the Cooperative within 16 days of issuance of the bill. A written statement must be received by the Cooperative from the physician within 26 days of the issuance of the bill. The prohibition against service termination provided by this rule shall last 63 days from the issuance of the bill or such lesser period as may be agreed upon by the Cooperative and the customer or physician. The customer who makes such request shall enter into a Deferred Payment Plan.
- H. **Disconnection to energy assistance grantees.** Electric service may not be terminated to a delinquent residential customer for a billing period in which the customer has applied for and been granted energy assistance funds if any agency for administration of these funds has notified the Cooperative, prior to the date of disconnection, of approval of an award sufficient to cover the bill, or a portion of the bill so that the customer can successfully enter into Deferred Payment Plan for the balance of the bill.
- I. **Disconnection during extreme weather.** When an "excessive heat alert" is in effect, as determined by the National Weather Service and reported by the National Oceanic and Atmospheric Administration (NOAA), or on a day when the previous day's highest temperature did not exceed 32°F, and the temperature is predicted to remain at that level for the next twenty-four (24) hours, according to the nearest National Weather Service reports, Concho Valley Electric Cooperative will not disconnect service until the Cooperative ascertains that no life threatening condition exists in the customer's household, or would exist, because of disconnection during severe weather conditions.

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- J. **Resolution of disputes.** Any customer or applicant for service requesting the opportunity to dispute any action or determination of the Cooperative under the customer service rules of this tariff shall be given an opportunity for a supervisory review by the Cooperative. If the Cooperative is unable to provide a supervisory review immediately following the customer's request for such review, arrangements for the review shall be made for the earliest possible date. Service shall not be disconnected pending completion of the review. If the customer chooses not to participate in such review or to make arrangements for such review to take place within five (5) days after requesting it, the Cooperative may disconnect service, providing notice has been issued under standard disconnect procedures.
- K. **Disconnection of master-metered apartments.** When a bill for Cooperative services is delinquent for a master-metered apartment complex (defined as a submetered or non-submetered building in which a single meter serves five (5) or more residential dwelling units), the following shall apply:
1. The Cooperative shall send a notice to the customer as required in subsection (A) of this section. At the time such notice is issued, the Cooperative shall also inform the customer that notice of possible disconnection will be provided to the tenants of the apartment complex in six (6) days if payment is not rendered before that time.
 2. At least six (6) days after providing notice to the customer and at least four (4) days prior to disconnect, the Cooperative shall post a minimum of five (5) notices in conspicuous areas in the corridors or other public places of the apartment complex. Language in the notice shall be prominently displayed and shall read:
 - » **Notice to residents of (name and address of apartment complex) electric cooperative service to this apartment complex is scheduled for disconnection (date), because (reason for disconnection).**

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RETAIL ELECTRIC SERVICE SWITCHOVER

Prior to disconnection the consumer will pay to the Cooperative the following switch over charge for their class of service (*Substantive Rule §25.27(f)(2)*):

Farm & Home	\$2,818.87 per meter
Small Commercial	\$3,839.05 per meter
Irrigation	\$3,938.36 per meter
Large Power	\$41.15 per kW demand*

***SUM OF THE NCP KW DEMAND FOR THE PREVIOUS 12 MONTHS**

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CHARGES FOR WORK PERFORMED, MILEAGE, AND MATERIAL SALES

Charges to consumers and general public will be made on the following basis when services are performed by Cooperative personnel and/or material is sold.

Hourly Charges: An hourly rate to be determined based on the most current hourly wage paid, plus the indirect overhead cost on such labor.

Mileage Charges: A mileage rate to be determined based on the Cooperative's average cost per mile for the type of equipment used. The current mileage charges taken from the records for the Cooperative based on the average cost per mile for the most current three (3) months on record. These mileage costs are based on average cost per mile for construction pickups, heavy trucks and equipment, and automobiles. The cost for heavy equipment includes bucket trucks, digger trucks and boom trucks.

Material and Electrical Equipment: Charges shall be determined based on the cost of the item, plus up to a maximum 30% markup to cover the cost of Cooperative labor and overhead on such labor for the ordering, handling, and accounting of any material sales to the Member. The Cooperative's basis for its markup is strictly to cover these essential costs for providing sales of material to Members.

Contribution in Aid of Construction (CIAC): All CIAC charges shall be paid upfront prior to the Cooperative ordering material for the work to be done and prior to starting the work requested by the Member.

If billed, all the above charges shall be billed by the first of the month and are past due if not paid by the fifteenth of the month.

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HOUSE AND LARGE STRUCTURE MOVING

General: When a house or other large structure, such as a tank, is to be moved along roadways over which electric wires are strung, the Cooperative must be advised in writing of the route over which the house or structure is to be moved, the location of the wires needing to be raised, and the date and time of such intended move. In no case shall anyone other than authorized employees of the Cooperative remove, cut, raise, or handle any wires in connection with the moving.

Charges: The Cooperative will raise or move the needed lines and the person requesting removal of service will be charged for the removal of all poles and lines and the relocation of such if required, according to the service charge policy of the Cooperative in effect at the time of the intended move. The Cooperative may require a suitable deposit made to cover the cost of providing for clearance of wires.

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REVISION OF RULES AND REGULATIONS

Rules and regulations are established by the Board of Directors of the Cooperative. They may from time to time be altered, amended, or revised by the Board of Directors. Such changes will normally be reported in the Texas Coop Power and/or billing inserts; however, if a consumer has any question concerning the current rules or regulations on any subject, he/she should inquire at the Cooperative office.

In the event any rules or regulations should be in conflict with any state or federal law, the state or federal law shall prevail.

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MODIFICATION OF TERMS AND CONDITIONS OF SERVICE

No agent, representative or employee of the Cooperative shall have authority to modify the Terms and Conditions as stated herein, but the Cooperative shall have the right to amend these Terms and Conditions or to make additional Terms and Conditions as it may deem necessary from time to time by the Board of Directors and any other body having jurisdiction hereto.

Concho Valley Electric Cooperative, Inc. Tariff Billing, Payment, and Collections	Effective Date: 08-22-02 Revision No.: Section No.: 501 Sheet No.: 1 of 1
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METER READING AND ESTIMATED BILLS

Service Meters shall be read each month by Cooperative personnel or by the Automatic Meter Reading System (AMR), and as nearly as possible on the corresponding day of each meter reading period. If the meter reader or AMR is unable to read the meter, due to circumstances beyond the control of the Cooperative, the meter reading shall be estimated in relation to previous months or corresponding month's kilowatt-hour consumption. Such estimated reading shall be designated as estimated on the member's bill. Under no situation or condition shall the meter reading of any service meter be estimated more than five (5) months consecutively.

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BILLING

Due Date: The due date of the bill for electric service shall not be less than 16 days after issuance. A bill for electric service is delinquent if not received at the Cooperative office located at 2530 Pulliam Street, San Angelo, Texas, by the due date. If the due date falls on a holiday or weekend, the due date for payment purposes shall be the next work day after the due date.

Rendering of Bills: Bills for electric service shall be rendered monthly, unless service is rendered for a period of less than a month. Bills shall be rendered as promptly as possible following the reading of meters. Failure to receive a bill in no way exempts the consumer from payment for service.

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OVER BILLING AND UNDER BILLING

If billings for electric service are found to differ from the Cooperative's lawful rates for the services being purchased by the customer, or if the Cooperative fails to bill the customer for such service, a billing adjustment shall be calculated by the Cooperative. If the customer is due a refund, an adjustment shall be made for the entire period of the overcharges. If the customer was undercharged, the Cooperative may back bill the customer for the amount which was unbilled. The back billing is not to exceed six (6) months, unless the Cooperative can produce records to identify and justify the additional amount of back billing or unless such undercharge is a result of meter tampering, bypass, or diversion by the customer. However, the Cooperative may not disconnect service if the customer fails to pay charges arising from an under billing more than six (6) months prior to the date the Cooperative initially notified the customer of the amount of the undercharge and the total additional amount due, unless such undercharge is a result of meter tampering, bypassing, or diversion by the customer. If the under billing is \$25.00 or more, the Cooperative shall offer to such customer a deferred payment plan option for the same length of time as that of the under billing. In cases of meter tampering, bypass, or diversion, the Cooperative may, but is not required to, offer a customer a Deferred Payment Plan.

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DISPUTED BILLS

1. In the event of a dispute between a customer and the Cooperative regarding any bill for electric service, the Cooperative shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the customer.

2. Notwithstanding any other section of these rules, the customer, shall not be required to pay the disputed portion of the bill which exceeds the amount of that customer's average monthly usage at current rates pending the completion of the determination of the dispute, but in no event more than 60 days. For purposes of this rule only, the customer's average monthly usage at current rates shall be the average of the customer's gross electric service for the preceding 12 month period. Where no previous usage history exists, consumption for calculating the average monthly usage shall be estimated on the basis of usage levels of similar customers and under similar conditions.

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ADJUSTED BILLS DUE TO METER TAMPERING

There shall be a presumption of reasonableness of billing methodology by the Cooperative with regard to a case of meter tampering, bypassing, or other service diversion of any of the following methods of calculating such bills are used:

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

estimated bills based upon that customer's usage at that location after the service diversion has been corrected;

where a customer will allow the electric utility to perform a load study of the customer's appliances, heating/cooling equipment, etc., in use during the period of meter tampering, by estimated bills using the total for the projected loads of those appliances, heating/cooling equipment, etc., using nationally recognized appliance load studies published by the Edison Electrical Institute or the manufacturer's information for each appliance or other item of electrical equipment, or where available, comparable load study data obtained by the Cooperative submetering appliance operation in its service area;

in cases of a tampered meter where the amount of actual unmetered consumption can be calculated after testing, the meter using industry recognized testing procedures, bills may be calculated for the consumption of the entire period of meter tampering;

in cases of meter bypassing or other service diversion, where the amount of actual unmetered consumption can be calculated for the consumption over the entire period of meter bypassing or other service diversion;

- A. Paragraph (1) of this subsection does not prohibit the Cooperative from using other methods of calculating bills for unmetered electricity when the usage of other methods can be shown to be more appropriate in the case in question;
- B. The Cooperative may charge for all labor, material and equipment necessary to repair or replace all equipment damaged, due to meter tampering or bypassing or other service diversion, and other costs necessary to correct service diversions where there is no equipment damage, including incidents where service is reconnected without authority. An itemized bill of such charges must be provided to the customer.

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NOTIFICATION OF ALTERNATIVE PAYMENT PROGRAMS
OR PAYMENT ASSISTANCE

Anytime a customer contacts the Cooperative to discuss their inability to pay a bill or indicate that they are in need of assistance with their bill payment, the Cooperative or Cooperative's representative shall inform and/or provide the customer a list that will be updated by the Staff when necessary of all available alternative payment and payment assistance programs available from the Cooperative, such as deferred payment plans, disconnection moratoriums for the ill, and energy assistance programs, as applicable, and of the eligibility requirements and procedure for applying for each.

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EQUAL PAYMENT AGREEMENT

The Equal Payment Agreement (EPAA) is available only to existing members who are already have EPA in effect and in good standing as of March 31, 2003. The existing agreements and their terms will continue until the accounts affected are removed by the member from the EPA or if the terms of the EPA are not met by the member. The following applies to all equal payment plans:

The equal payment plan allows eligible residential members to pay on a monthly basis, a fixed billing rate of one-twelfth of that customer's estimated annual consumption at the appropriate customer class rates, with provisions for quarterly adjustments as may be determined based on actual usage.

All equal payments will be rounded off to the nearest dollar.

The minimum equalized payments will not be less than \$50.00 per month or \$600.00 per annum.

Equal payment agreements will be for only Schedule A and A1, residential rates.

CVEC may collect a customer deposit from all members entering into the equal payment agreement; the deposit will not exceed an amount equivalent to one-sixth of the estimated annual billing, under the standard rules and regulations of the Cooperative's tariff.

A member must have paid his/her previous 12 months' bills before the delinquent date and must have a good credit rating before entering into an equal payment agreement.

New members will need to show a letter of credit or pay the deposit as stated in "E".

If a member of CVEC does not fulfill the equal payment agreement, CVEC shall have the right to disconnect service to that member pursuant to the standard disconnection policies of the Cooperative's tariff.

CVEC will not refuse a member's participation in the equal payment agreement on the basis of race, color, creed, sex or marital status.

EPA's will be reviewed at the end of March each year and account balances will be due at that time. A credit balance may be carried over or paid back to the member in full, if requested.

An agreement must be signed between CVEC and the member.

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DEFERRED PAYMENT PLAN

The Cooperative shall offer, upon request, a DPP to any residential customer who has expressed an inability to pay all of his/her bill, if that customer has not been issued more than two termination notices at any time during the preceding 12 months. In all other cases, Concho Valley Electric Cooperative, Inc. will encourage to offer a DPP to residential customers.

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

- B. For purposes of determining reasonableness under these rules, the following shall be considered:
 - a. Size of the delinquent account.
 - b. Customer's ability to pay.
 - c. Customer's payment history.
 - d. Time that the debt has been outstanding.
 - e. Reasons why debt has been outstanding.
 - f. Any other relevant factors concerning the circumstances of the customer.

- C. A DPP may include a 5.0% penalty for late payment, but shall not include a finance charge.

- D. If a customer for electric service has not fulfilled the terms of a DPP Agreement and has not paid the agreed amount, the Cooperative shall have the right to disconnect pursuant to disconnection rules in this tariff, and under such circumstances, may, but shall not be required to, offer subsequent negotiation of a DPP Agreement prior to disconnection.

- E. If the customer's economic or financial circumstances change substantially during the time of the DPP Agreement, the Cooperative may renegotiate the DPP Agreement with the customer, taking into account the changed economic and financial circumstances of the customer.

- F. The Cooperative is not required to enter into a DPP Agreement with any customer who is lacking sufficient credit or a satisfactory history of payment for previous service when that customer has had service from the present utility for no more than three (3) months.

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AVERAGE PAYMENT PLAN

The typical family uses more electricity during some months than is used during other months resulting in higher electric service bills in these higher usage months. In recent years highly variable natural gas prices have dramatically affected the monthly PCRf (power cost recovery factor). The Average Payment Plan (APP) allows the member to be able to disperse these costs out over a period of time creating a monthly billing which fluctuates with usage and energy prices, but limits the amount of monthly change by using a years average billing amounts. The following applies to all average payment plans:

The average payment plan allows eligible residential members to pay, on a monthly basis, an average billing amount equal to one-twelfth the average current month and past 11 months combined billing amounts.

The minimum average payments will not be less than \$50.00 per month or \$600.00 per annum.

The APP will be for only Schedule A and A1, residential rates.

CVEC may collect a customer deposit from all members entering into the APP. The deposit will not exceed an amount equivalent to one-sixth of the estimated annual billing, under the standard rules and regulations of the Cooperative's tariff.

A member must have paid his/her previous 12 months' bills before the billing due date and must have an excellent credit rating with the Cooperative before entering into an average payment plan.

A new member may qualify for APP only if a letter of credit is provided from another electric provider reflecting the member has an excellent credit rating. Also, the new member's residence with CVEC must have a 12-month billing history in order to compute the average pay amount.

If a CVEC member does not fulfill the average payment agreement, CVEC shall have the right to disconnect service to that member pursuant to the standard disconnection policies of the Cooperative's tariff. If the member has a credit balance after past due bills and other charges are deducted, it will be applied toward a new deposit or refunded. The member will be ineligible to participate in the APP until Item E is again satisfied.

CVEC will not refuse a customer's participation in the average payment plan on the basis of race, color, creed, sex or marital status.

- J. An agreement must be signed between CVEC and the consumer.
- K. All balances must be paid in full upon disconnection of service by either party.

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COLLECTION EXPENSE CHARGES

Collection trips to members will be made only after a bill is delinquent and the member has been given a proper notice. Proper notice shall consist of a mailing or hand delivery at least ten (10) days prior to the stated date of disconnection.

When Cooperative personnel make a collection trip to a location to collect or disconnect on a delinquent bill, a collection expense charge will be made as specified in Section 721.20 of this tariff. Connect fee for service disconnected for nonpayment shall be paid under Section 721.20. The collection expense charge will be due and payable at the time of collection or reconnection.

The Executive Vice President/CEO may take hardship cases into consideration.

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SERVICE SECURITY DEPOSITS AND IRREVOCABLE LETTERS OF CREDIT

Each applicant for electric service shall be required to satisfactorily establish credit, but such establishment of credit shall not relieve the member from complying with the rules of the Cooperative for prompt payment of bills.

In addition to the membership fee, service security deposits equal to 1/6 of the customer's estimated annual billing to such members and irrevocable letters of credit may be required under any of the following conditions:

- A. For applicants for residential service, if such applicant has not received electric utility service within the last two (2) years, or if such applicant is delinquent in the payment of any electric utility service account during the last twelve consecutive months, or if such applicant was delinquent in the payment of electric utility service billing more than two times during the last preceding twelve consecutive months, or the applicant has ever had service disconnected for nonpayment. Such service security deposit shall not be required, if the applicant for residential electric service furnishes a written satisfactory guarantee to secure the payment of bills for the electric service required or if such applicant for residential electric service demonstrates a satisfactory credit rating by appropriate means.
- B. For commercial accounts, the Cooperative may require a deposit equal to 1/6 the estimated annual bill or an irrevocable letter of credit. The irrevocable letter of credit must be issued by a financial institution acceptable to the Cooperative and in a form acceptable to the Cooperative in whose favor the irrevocable letter of credit is issued. If such financial institution fails to maintain its credit rating, fails to comply with or perform its obligations under such irrevocable letter of credit, repudiates or otherwise disaffirms, disclaims, rejects, or challenges the validity of such irrevocable letter of credit or any part thereof, or becomes subject to insolvency, bankruptcy, or failure, then the member agrees to cause another such financial institution acceptable to the Cooperative to deliver to the Cooperative a substitute irrevocable letter of credit in a form acceptable to the Cooperative on or before the second business day after such occurrence.
- C. For persons appearing on the disconnect list one (1) time in the same calendar year, a deposit equal to 1/6 of the estimated average annual bill.
- D. For cabins, summer cottages, hunting lodges and camps, lake cabins, water pumps and other such seasonal installations, a deposit equal to 1/6 of the estimated annual average bill for such installation.

E. For any connection, a security deposit may be required when the Cooperative determines that such is necessary to assure prompt payment of power bills. The amount of such deposits may be up to 1/6 of the annual estimated bills for the establishment. Deposits shall be refunded, together with the interest rate specified by the Texas Public Utility Commission after twelve consecutive months (twenty-four months for commercial accounts) service during which the member has fulfilled all of his membership obligations, or as provided for in a written contract for service; or upon such other conditions as may be established by the Cooperative with respect to service risks of similar or the same character. The interest rate will be changed each calendar year as published by the PUC.

In any event, the deposit shall be refunded, plus interest, upon termination of service less any amounts that the member may then owe the Cooperative.

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CONNECT FEES

A connect fee shall be charged to the member for the following services performed during regular working hours or during the hours other than normal service hours, as specified in Section 420 of this tariff.

- A. Connection of service at an existing location, when service is requested.

- B. Special reading of a meter in connection with the transfer of the meter from one member (disconnection) to another member (connection) when a trip is made by Cooperative personnel for this purpose.

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RETURN CHECK CHARGE

A Return Check Charge shall be charges to process returned checks, as specified in Section 721.20 of this tariff.

- A. The member, or person who gave the check shall be sent a letter advising him/her of the returned check, the Return Check Charge, and the date by which the check must be paid.
- B. Returned checks for payment of electric service bills shall be considered as a past due bill and shall be treated as such under Section 511, in addition to the Return Check Charge.

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STAKING APPOINTMENT FEE

The Cooperative shall charge \$200 in advance for each Staking Appointment.

This fee shall be refunded if:

- i. the Staking Appointment is canceled at least two (2) business days (48 hours) prior to the appointment scheduled meeting time.
- ii. the contract and easements have been fully executed within thirty (30) days of the date it was communicated to the consumer or Member.
- iii. the Contribution in Aid of Construction is paid within thirty (30) days of the date it was communicated to the consumer or Member.

In the event of inclement weather or other extenuating circumstances, the appointment may be rescheduled by mutual agreement between the Cooperative and the consumer or Member.

This fee shall be forfeited if:

- i. the Staking Appointment is not canceled at least two (2) business days (48 hours) prior to the appointment scheduled meeting time and/or the consumer or Member does not show up for the scheduled Staking Appointment within fifteen (15) minutes of the scheduled meeting time.
- ii. the contract and easements have not been fully executed within thirty (30) days of the date it was communicated to the consumer or Member.
- iii. the Contribution in Aid of Construction is not paid within thirty (30) days of the date it was communicated to the consumer or Member.

OVERHEAD LINE EXTENSION –NON-OIL AND GAS

General: Upon signing the Application for Membership and for Electric Service, payment of the membership fee, and a contract and agreement when applicable, the Cooperative will extend its facilities and furnish service in a uniform and nondiscriminatory manner within its service area to new locations under its standard applicable rates and the extension policies as follows:

- A. **Permanent *Bona Fide* Homes** – The Cooperative will make single-phase service available to any permanent, non-seasonal residence which will be used as the principal habitat throughout the year at the rates and minimum charges specified in the standard rate schedules for the first 1,320 feet of line extension required. Extensions in excess of 1,320 feet shall require a raised minimum based on investment with an executed five (5) year contract, computed as follows:

$$D = .45$$

$$MM = M + \frac{\left(\frac{L_2 FD}{(B - W)}\right) B}{T}$$

No contribution in aid shall be required. (Definitions of factors in formula are shown on Sheet 4.)

- B. **Water Wells, Feed Pens, Fence Chargers, etc.** – The Cooperative will make single-phase service available under the standard rates after a five (5) year contract and agreement have been signed. The monthly minimum and/or a non-refundable contribution in aid of construction shall be determined as shown below. In no case shall the monthly minimum be less than the minimum in the rate schedule.

For the first 1,320 feet of extension, the monthly minimum (MM) shall be calculated by applying the following formula:

$$MM = \frac{L_1 F}{T} + M$$

Extensions in excess of 1,320 feet shall require the monthly minimum calculated above for the first 1,320 feet and an advance payment of a non-refundable contribution in aid of construction for the extension in excess of 1,320 feet, computed as follows:

$$A = FL_2$$

(Definitions of factors in formula are shown on Sheet 4.)

C. **Hunting Cabins and Recreational Facilities** – The Cooperative will make single-phase service available under the standard rates after a three (3) year contract and agreement have been signed for extensions as follows:

1. Secondary service up to seventy-five (75) feet in length from existing facilities to a point of attachment provided by the consumer adequate to meet all mechanical stresses and clearances as required by all codes and governing authorities.
2. Extensions in excess of seventy-five (75) feet shall require an advance payment of a non-refundable contribution in aid of construction, computed as follows:

$$A = FL_3$$

(Definitions of factors in formula are shown on Sheet 4).

D. **Irrigation Wells** – The Cooperative will make line extensions up to 1,320 feet (1/4 mile) for single-phase or three-phase service under the standard rates after a five (5) year contract and agreement have been signed. Construction over 1,320 feet (1/4 mile) shall require a non-refundable paid in advance, contribution in aid of construction (C), computed as follows:

$$CP = .5$$

$$A = CPFL_3$$

(Definitions of factors in formula are shown on Sheet 4.)

E. **Commercial / Small** (other than Oil and Gas) – The Cooperative will make the first 660 feet (1/8 mile) of single-phase or three-phase service available under the standard rates after a five (5) year contract has been signed. Construction over 660 feet (1/8 mile) shall require a monthly minimum and a non-refundable, paid in advance, contribution in aid of construction. The contribution in aid of construction (C) shall be computed by the following formula:

$$CP = .6$$

$$A = CPFL$$

The monthly minimum (MM) shall be calculated by applying the following formula:

$$MM = M + \left(\frac{FL - A}{(B - W)T} \right) B$$

(Definitions of factors in formula are shown on Sheet 4.)

- F. **Commercial / Large** (other than Oil and Gas) – The Cooperative will make single- or three-phase service available under the standard rate schedule after a contract and agreement have been signed. The term of the contract minimum and the contribution in aid of construction shall be determined on an individual basis on the load, required investment and its financial feasibility.
- G. **Security Lights** – The Cooperative will install security lights on an existing Cooperative pole carrying appropriate secondary voltage under the appropriate rate schedule after a one (1) year agreement for the security light has been signed.

Members requesting leased security lights at locations where an existing Cooperative pole is not available must pay for the cost of labor and materials required for installation, excluding the security light. The charges shall be made in compliance with Section 432 of this Tariff. Distance between such poles set for security lights shall not exceed 120 feet. Installation of such poles for lights shall be made at the convenience of the Cooperative, but in no case shall exceed 90 days from execution of the security light agreement, which will be billed under Section 720.13.

- H. **Construction Service** – Temporary service shall be provided for construction of buildings or other establishments which, upon completion will receive permanent electric service from the Cooperative provided under standard applicable rates and under the same conditions as line extensions as stated in this policy.
- I. **Primary Metering** – The Cooperative, at its primary distribution voltage, will sell to a consumer utilizing the same voltage at a discount as specified in the applicable rate schedule. A contract and agreement for three (3) years and minimum monthly charge must be signed, with any contribution in aid of construction paid in advance of construction or connection.
- J. **Street Lighting** – The Cooperative will install street lighting on existing Cooperative-owned poles or set standard wooden poles served by overhead conductors as per Section 720.14 where clearances, right-of-way and availability of necessary pole space is available as determined by the Cooperative without any contribution in aid of construction.

- A. **Single-Phase or Three-Phase Service:** The Cooperative retains the right to determine when single-phase service is sufficient for the load to be connected and when three-phase service would be required.
- B. **Location of Electric Service:** The Cooperative has the right, in rendering service, to install poles, lines, transformers, or other equipment on consumer's property and to locate point of delivery and meter thereon, as the Cooperative decides this should be done, considering among other things, economics of construction, adequacy of electric service and the aesthetic appearance.
- C. **Contribution in Aid of Construction:** The Cooperative will extend and furnish service to any consumer, unless because of the distance of such consumer from the Cooperative's existing facilities, the nature of the load to be served, and the experienced or expected incidence of such consumers, such would impair or unduly jeopardize the financial feasibility of the Cooperative's operations. In that event, the Cooperative will extend and furnish such services on the basis of its standard applicable rates and extension policies upon receiving such contribution in aid of construction as it shall determine appropriate and sufficient to make such services financially feasible, which arrangement shall be reduced to writing and shall be non-refundable.
- D. **Service Security Deposit:** The Cooperative may, however, require a Service Security Deposit as specified in Section 513, to assure payment of the power bill.

DEFINITIONS OF FACTORS IN FORMULA

E. Definitions:

- MM = Monthly Minimum for the contract period (kWh usage under applicable rate schedule shall satisfy minimum)
- L = Total Length of Line, minus 660 feet
- L₁ = Total Length of Line, minus 1,320 feet
- L₂ = Total Length of Line, minus 1,320 feet
- L₃ = Total Length of Line, minus 75 feet
- A = Contribution in Aid to Construction
- F = Footage cost. This cost shall be based on the cost per foot calculated using a sample set of work orders, as determined by the Cooperative, for similar construction from the prior and current year. The cost includes material costs plus labor, transportation, direct, and indirect costs.
- T = Term of Contract in Months
- D = Desired Percent Investment Recovered, as stated in extension sections
- CP = Contribution Percent Factor, as stated in extension sections
- M = Standard Minimum in applicable rate schedule
- B = Cost per kWh from applicable rate schedule
- W = Power Cost Recovery Factor (PCRF) base power cost per kWh sold

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UNDERGROUND SERVICE EXTENSION – NON-OIL AND GAS

General: Upon signing the Application for Membership and for Electric Service, payment of the membership fee, and a contract and agreement when applicable, the Cooperative will extend its facilities and furnish underground secondary services, upon request, to any Member for individual connection under the following conditions:

- A. **New Connects** – Underground secondary service from the transformer to the meter base will be furnished with the owner paying any additional cost of the underground service over the cost of overhead service.
- B. **Existing Services** – Where there is an existing secondary service to a consumer, it will be replaced with underground secondary service on the condition that the owner pays the actual installed cost plus the labor of removing existing service, less depreciation of the existing service and the value of any salvaged material.
- C. **Trailer or Other Temporary Service** – For a trailer or any service which is not expected to be used for five (5) years, the owner will pay the total cost of materials and labor on any underground secondary service furnished.
- D. **New Development** – Should consideration of terrain, vegetation, accessibility, potential revenue, proximity of houses, maintenance, operation, and any other pertinent factors prove to be feasible, underground service may be furnished for new and restricted developments. The developer may be required to pay the additional cost of underground over and above the cost of overhead service, when consideration as to the number of homes, types of loads or any excessive installation costs, such as rock, are to be considered as determined in good faith by the Cooperative.
- E. **Security Lights** – Installations requiring underground service for leased security lights, billed under Section 720.13, shall be made with the Member furnishing the open ditch to Cooperative specifications for the underground cable. The charges for Cooperative-furnished labor and materials, excluding Security Lights, shall be billed in compliance with Section 432.
- F. **Street Lighting** – The Cooperative will install street lighting on standard Cooperative non-wood poles or wooden poles served by underground conductors as per Section 720.14 where clearances, right-of-way and availability of Cooperative source voltage are available as determined by the Cooperative without any Contribution in Aid of Construction under the following conditions:
 - No excessive trenching cost, as determined by the Cooperative, such as rock or existing paved street crossings, etc. are required
 - Clearances are able to be obtained without additional cost to the Cooperative
 - Right-of-Way (ROW) is available and Easements are executed prior to starting work
 - Required voltage is readily available

Concho Valley Electric Cooperative, Inc. Tariff Standard Extension Policy Applicability: All Service Territory	Effective Date: Revision No.: 3 Section No.: 620 Sheet No.: 2 of 2
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- G. **Rock Clause** – The Member shall be responsible for installing the ditch at the Member’s cost, in addition to the original cost of the job, if the Cooperative encounters rock during the installation of the underground infrastructure that was not accounted for in the original job and design.

- H. **Load Requirement Changes** – The Member shall be charged a Re-design Fee when the load requirements change from the original load requirements submitted by the Member less than (6) six months from energization of the job from the original design resulting in a transformer change, excluding temporary service.

- I. **Not Ready Charges** – The Member shall be charged a Trip Charge fee based on the Tariff when the Member has notified the Cooperative that the job site is ready for installation to be completed by the Cooperative but when the Cooperative arrives on site, circumstances block the Cooperative from completing the job.

- J. **Additional Charges** – The Member shall be responsible for any additional costs for time and materials incurred for damage to unknown underground utilities during the installation of the underground infrastructure. It is the responsibility of Member to disclose to Cooperative the existence of any underground facilities that could be damaged by Cooperative’s installation of underground utilities.

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LINE EXTENSION –OIL AND GAS AND INDUSTRIAL

General: Upon signing the Application for Membership and for Electric Service, payment of the membership fee, and a contract and agreement when applicable, the Cooperative will extend its facilities and furnish service upon payment of a 100% contribution in aid of construction for the total cost of the facilities.

Oil and Gas and Industrial load includes but are not limited to loads for well pumping, gathering, well drilling, water pumping, pipeline pumping, injection, disposal, compression, treatment, equipment yards, warehouses, field offices and any industrial purposes.

A. Contribution in Aid of Construction.

1. The Oil and Gas and Industrial Member will provide 100% of the total cost for construction, upgrades and retirement of substations, transmission or distribution line extensions, and distribution transformers and equipment required for any requested new service or request for additional capacity at an existing service location. The total cost may also include amounts necessary to partially refund a portion of a contribution in aid of construction (Reimbursement Contribution) from an Initial Contributor and/or a portion of the construction cost paid by the Cooperative. The circumstances for this additional contribution and the methods for determining the contribution are specified below.
2. The Oil and Gas and Industrial Member will pay 100% of the estimated costs prior to the start of construction of the line extension.
3. At the completion of construction, the Cooperative will compare the actual costs to the estimated costs. If actual costs exceeded estimated costs, the Oil and Gas and Industrial Member will be invoiced for a contribution in aid of construction for the additional amount. If the contribution exceeds the actual costs, the excess contribution will be refunded to the Member per Section B.
4. The Oil and Gas and Industrial Member shall be responsible for installing any ditch required for underground service at the Oil and Gas and Industrial Member's cost in addition to the original cost of the job if the Cooperative encounters rock during the installation of the underground infrastructure based on the original job and design.
5. The Oil and Gas and Industrial Member shall be charged a Trip Charge fee based on the Tariff when the Oil and Gas and Industrial Member has notified the cooperative that the job site is ready for installation to be completed by the Cooperative but when the Cooperative arrives on site, circumstances block the Cooperative from completing the job.
6. The Oil and Gas and Industrial Member shall be charged a Re-design Fee when the load requirements change from the original load requirements submitted by the Oil and Gas and Industrial Member less than (6) six months from energization of the job from the original design resulting in a transformer change, excluding temporary service.
7. The Oil and Gas and Industrial Member shall be responsible for any additional costs for time and materials incurred for damage to unknown underground utilities during any installation of underground infrastructure. It is the responsibility of the Oil and Gas and Industrial Member to

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disclose to Cooperative the existence of any underground facilities that could be damaged by Cooperative’s installation of utilities either pole lines or underground utilities.

B. Reimbursement Contributions in Aid of Construction and Associated Refunds.

1. The Cooperative will return a portion of the contribution in aid of construction to the Initial Contributor if other Oil and Gas and Industrial Members or Industrial Members begin taking service from facilities constructed with contributions in aid of construction when:
 - i. The initial contribution in aid of construction exceeded \$200,000 (exclusive of facilities intended for the sole use of the initial Member or required by the initial Member and not necessary or useful for the provision of power to the subsequent Member).
 - ii. The facilities have been in service 36 months or less.
 - iii. The Initial Contributor is a Member of the Cooperative in good standing and continues to receive service at the initial contribution location.
 - iv. The refund amount exceeds \$500.
2. The reimbursement contribution from the connecting Member and associated refund amount to the Initial Contributor will be based on:
 - i. The facilities jointly used by the initial Member and connecting Member(s).
 - ii. The remaining net investment of the facilities using a life of 36 months for the facilities from the in-service date of the facilities.
 - iii. The contribution in aid of construction from connecting Member(s) and the associated refunds for distribution line contributions will be calculated based on the miles of jointly used distribution line.
 - iv. The contribution in aid of construction from connecting Member(s) and the associated refunds for facilities other than distribution line will be based on capacity requirements or other factors for the jointly used facilities as determined by the Cooperative.
 - v. There will be no reimbursement contributions from non-Oil and Gas Members and non-Industrial connecting Members.

SERVICE STANDARDS

All consumers served shall be subject to the standards in the "Availability" clause and the "Type of Service" clause in the applicable rate schedule. The taking of single-phase or three-phase service shall be subject to the provisions of the Cooperative's Line Extension Policy.

Concho Valley Electric Cooperative, Inc.
Tariff
Standard Extension Policy

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NON-STANDARD SERVICE

Consumer shall pay the cost of any special installation necessary to meet his particular requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.

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MEMBERS CLASSIFICATIONS

General: Classification of members is designed to be a means for treating alike, and without discrimination, all members having broadly similar characteristics in their uses of service. The rate classifications are governed by what the major use of the service will be and by the transformer capacity, the investment required to serve the particular classification, and their proper share of the total expenses. A consumer may take service at one premise under more than one rate, unless the availability of any rate specifically provides otherwise. Where more than one type of service is used, or where a single member uses two or more types of service through one meter, such service shall be classified in accordance with the predominant use of the service. Each member-consumer shall be classified according to the rate classification applicable to such member-consumer as prescribed in the Cooperative's effective tariff.

In determining the schedule under which consumers may be billed, who are processing farm products, the member who raises the products principally for his/her own use, and processes these products mainly for his/her own use, shall be billed under the Schedule A; otherwise, the member who makes a business of processing products for others even though a portion is for his/her own use, then he shall be classified under the Schedule "B" for commercial consumers or under the Schedule that applies to the size of his/her service such as "LP," "CG," etc.

Public buildings are designed to benefit community services, because of their nonprofit nature these small institutions shall be limited to 10 kVA of transformer capacity. Large institutions such as large hospitals shall be served under the commercial schedule or if the transformer capacity exceeds 50 kVA, under the Large Power "LP." Large publicly funded schools of education ("Public Schools"), serving one or more grades K-12 shall be served under the commercial schedule "B" or if the transformer capacity exceeds 50 kVA under the Large Power Education Discount Rate for Publicly-funded Education Grades K-12 "LP-EDR."

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Schedule "A" for Farm, Home and Public Buildings Service is to cover single-phase service to farms, residences and public buildings using normal transformer capacity. Each separate home or living quarters occupied as a distinct household shall be considered one residence. Private garages, barns, etc., used exclusively by the residents may be served as a part of the residence or farm through the same meter. When a larger transformer is necessary for larger motors, or larger loads, even though used only occasionally, then this larger investment may require a higher minimum bill.

Schedule "A-EH" for Farm and Home Service - Electric Home Heating includes those farm and home facilities defined above for Schedule A, but who utilize electric heating as the primary heat source. The heat source shall be permanently installed, resistance, heat pump or renewable energy units of 5 kW or a greater load, but not including portable or electric bathroom heaters.

Schedule "B" for Commercial and Industrial Lighting and Power Service will include business establishments of every kind and three-phase service to farm, temporary service and seasonal service. This schedule shall be used for serving commercial and small industrial consumers, up to 50 kVA transformer capacity, including all types of business establishments, oil and gas-related loads, stores, offices, restaurants, garage, tavern, creamery, hotel, factory, small industrial plants, and institutions such as homes for the aged, hospitals, etc. It applies to both single and three-phase service, but the rated capacity of a single-phase motor shall not be in excess of 10 HP. All motors rated in excess of 10 HP must be three-phase.

Schedule "B-EDR" for Commercial Lighting and Power of Publicly Funded Schools of Education (Public Schools) grades K-12. This schedule shall be for loads of less than 50 kVA of transformer capacity. It applies to single and three-phase service, but the rated capacity of a single-phase motor shall not exceed 10 HP. All motors rated in excess of 10 HP must be three phase. This schedule offers a discount to schools to help provide a balanced education by allowing schools to offer more academic subjects preparing students to become responsible citizens, while helping people to become economically self-sufficient. This schedule shall include all schools of education that is funded publicly and is held accountable to the state of Texas. This rate schedule shall exclude private schools, charter schools, self-reliant schools or any school system that does not adhere to the governing laws for publicly funded schools of Texas.

Schedule "CG" for Cotton Gin Service will include both partially electrified and totally electrified cotton gins and their related operations served from the service location.

Schedule "I" for Irrigation Services shall be applied to those consumers using the service primarily for pump irrigation for the watering of crops, whether for the consumer's use and consumption or for commercial purposes, and not to be used for watering of livestock, or other watering needs such as a pump for residential or any type of commercial use. The service may be a single-phase or a three-phase.

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Schedule "L" for Security Lights is to be applied to all security lights furnished by the Cooperative which is not metered through the consumer's regular service meter. Security lights purchased by the member shall be metered through the Member's meter and is the responsibility of the member.

Schedule "LP" for Large Power Service for loads as described in Schedule "B," except that the "LP" Schedule will be used for those services requiring three-phase service and requiring 50 or more kVA transformer capacity. Exceptions to the "LP" Schedule are the Schedule "I" for irrigation service and the Schedule "CG" for cotton gins.

Schedule "LP-EDR" for Large Power Service for Publicly Funded Schools (Public Schools) that require 50 kVA of transformer capacity or more. This rate shall be for Publicly Funded Schools that are held accountable to the governing laws of the state of Texas as described in the definition for schedule "B-EDR" above.

Schedule "A-SIHE"

Schedule "SL-SIHE"

Schedule "B-SIHE"

Schedule "LP-O"

or other schedules - as described in the availability clause in such schedules.

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RATE SCHEDULES

Rate Classification and Assignment.

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

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SCHEDULE A
FARM, HOME, AND PUBLIC BUILDING SERVICE

- A. Availability
Available for all farm and home uses, subject to the established rules and regulations of the Cooperative. The capacity of individual motors served under this schedule shall not exceed 10 HP.
- B. Type of Service
Single-phase, 60 cycles, at available secondary voltage.
- C. Monthly Rate
(1) Customer Charge: \$24.75 per month
(2) Energy Charge: \$0.119895 per kWh
- D. Minimum Charge
The minimum monthly charge shall be the Customer Charge plus adjustment charges, or the contract minimum plus adjustment charges, whichever is greater.
- E. Adjustments
See Billing Adjustments, Section 721.10.

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SCHEDULE A-SIHE
FARM, HOME, AND PUBLIC BUILDING SERVICE
FOR
STATE INSTITUTIONS OF HIGHER EDUCATION

- A. Availability
Available for all farm and home uses, for facilities of state institutions of higher education, subject to the established rules and regulations of the Cooperative. The capacity of individual motors served under this schedule shall not exceed 10 HP.
- B. Type of Service
Single-phase, 60 cycles, at available secondary voltage.
- C. Monthly Rate
(1) Customer Charge: \$19.80 per month

(2) Energy Charge: \$0.110015 per kWh
- D. Minimum Charge
The minimum monthly charge shall be the Customer Charge plus adjustment charges, or the contract minimum plus adjustment charges, whichever is greater.
- E. Adjustments
See Billing Adjustments, Section 721.10.

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SCHEDULE A-EH
FARM AND HOME SERVICE-ELECTRIC HOME HEATING

- A. Availability
Available for all farm and home uses, subject to the established rules and regulations of the Cooperative. This schedule applies to homes with electric space heating.
- B. Type of Service
Single-phase, 60 cycles, at available secondary voltage.
- C. Monthly Rate
(1) Customer Charge: \$24.75per month
(2) Energy Charge: \$0.109895 per kWh
- D. Minimum Charge
The minimum monthly charge shall be the Customer Charge plus adjustment charges, or the contract minimum plus adjustment charges, whichever is greater.
- E. Adjustments
See Billing Adjustments, Section 721.10.

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SCHEDULE L
OUTDOOR LIGHTING SERVICE

A. Availability

Available to Members of the Cooperative for automatically-controlled dusk-to-dawn luminaire lighting service.

B. Type of Service

Single-phase, 60 cycles, at available secondary voltages only on existing Cooperative poles.

C. Monthly Rate

48-Watt LED	19 kWh	\$12.25 per light plus adjustments
129-Watt LED	50 kWh	\$17.56 per light plus adjustments
256-Watt LED	100 kWh	\$50.36 per light plus adjustments
175-Watt Mercury Vapor	70 kWh	\$12.86 per light plus adjustments (CLOSED)
400-Watt Mercury Vapor	160 kWh	\$23.39 per light plus adjustments (CLOSED)
400-Watt HPS Floodlight	160 kWh	\$23.39 per light plus adjustments (CLOSED)
100-Watt HPS or MH	40 kWh	\$12.25 per light plus adjustments (CLOSED)
250-Watt Hi-Pressure Sodium	100 kWh	\$17.56 per light plus adjustments (CLOSED)
1000-Watt HPS or MH	367 kWh	\$50.36 per light plus adjustments (CLOSED)

D. Conditions of Service

All luminaire lighting equipment billed under this schedule shall be owned, maintained, and operated by the Cooperative. Replacement of lamps or maintenance of fixtures shall be made during normal working hours.

E. Adjustments

See Billing Adjustments, Section 721.10.

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SCHEDULE SL
STREET LIGHTING SERVICE

A. Availability

Available for all Members, subject to the established rules and regulations of the Cooperative, taking the type of service described in this rate schedule for all domestic uses associated with illuminating public streets, highways, parking lots, campuses of municipalities, governmental agencies, and schools with automatically-controlled dusk-to-dawn luminaire lighting service (i.e. street lights) furnished by the Cooperative, which is not metered through the Member's regular service meter. Not applicable to temporary service. Streetlights purchased by the Member shall be metered through the Member's meter and are the Member's responsibility.

B. Type of Service

Single-phase, at standard secondary voltage, where applicable.

C. Monthly Rate

<u>RATE CODES</u>	<u>DESCRIPTION</u>
699	Street Lights

(1) Served by underground conductor:

LIGHT OPTIONS	USAGE	COST
LED (100-WATT HPS EQUIVALENT)	20 kWh	\$18.46 per light, plus adjustments
LED (150-WATT HPS EQUIVALENT)	26 kWh	\$25.56 per light, plus adjustments
70-WATT HPS	28 kWh	\$15.42 per light, plus adjustments (CLOSED)
100-WATT HPS	40 kWh	\$18.46 per light, plus adjustments (CLOSED)
150-WATT HPS	57 kWh	\$23.28 per light, plus adjustments (CLOSED)
250-WATT HPS	100 kWh	\$26.79 per light, plus adjustments (CLOSED)

Usage is estimated per month.

(2) Served by overhead conductor:

LIGHT OPTIONS	USAGE	COST
LED (100-WATT HPS EQUIVALENT)	20 kWh	\$13.81 per light, plus adjustments
LED (150-WATT HPS EQUIVALENT)	26 kWh	\$19.12 per light, plus adjustments
70-WATT HPS	28 kWh	\$10.61 per light, plus adjustments (CLOSED)
100-WATT HPS	40 kWh	\$13.81 per light, plus adjustments (CLOSED)
150-WATT HPS	57 kWh	\$18.97 per light, plus adjustments (CLOSED)
250-WATT HPS	100 kWh	\$23.27 per light, plus adjustments (CLOSED)

Usage is estimated per month.

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D. Conditions of Service

All luminaire lighting equipment billed under this schedule shall be owned, maintained, and operated by the Cooperative.

E. Adjustments

See Billing Adjustments, Section 721.10

F. Agreement

The Cooperative may require an Agreement for Electric Service with a minimum of one (1) year or more. The maximum term shall be limited by the Cooperative's Line Extension Policy, Section 600-Standard Extension Policy of the Tariff.

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SCHEDULE CS
COMMUNITY SOLAR SERVICE

A. Availability

Available to residential Members of the Cooperative for the purpose of purchasing electric energy from solar generation resources acquired by the Cooperative. The Cooperative maintains the right to make up any deficiency in solar energy supplied or purchased in connection with this rate schedule. The Cooperative does not guarantee to provide electricity from a specific solar source to be delivered to the Member. This service is not applicable to temporary services or to Members with Distributed Generation Facilities behind the Cooperative’s meter.

Member must have paid their previous 12 months' bills before the billing due date and must have an excellent credit rating with the Cooperative before entering into the Community Solar Service.

B. Type of Service

Single-phase, 60 cycles, secondary voltage, single meter.

C. Monthly Rate

In addition to the Member’s current rate schedule for electric service, the Member shall choose one of the following blocks of solar energy to offset the Member’s monthly electricity consumption during a billing period:

Solar Energy Blocks

200 kWh	\$24.00
400 kWh	\$48.00
600 kWh	\$72.00
800 kWh	\$96.00

D. Conditions of Service

(1) The Member shall be currently on and continue to actively be on one of the following rate schedules:

- SCHEDULE A
- SCHEUDLE A-EH

(2) A Member requesting additional electric service from this rate schedule shall make such request by written application to the Cooperative, and the Cooperative shall consider each application in accordance with the Cooperative’s service rules and regulations. The Member may choose from the blocks of solar energy offered by the Cooperative in this rate schedule and what the Member wants the Cooperative to allocate to the associated meter for each billing period; provided, that the chosen solar energy block does not exceed (i) the lowest amount of kWh used by the Member during any of the Member’s

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immediately preceding eleven (11) billing periods or (ii) 200 kWh, if the Member has less than eleven (11) billing periods of historical usage data. The solar energy block chosen by a Member shall be set forth in the Member’s written application to receive electric service from this rate schedule in addition to their existing rate schedule.

- (3) This rate schedule is subject to the availability of solar energy for supply or purchase by the Cooperative. The Cooperative shall allocate its solar energy supply to Members receiving electric service under this rate schedule on a “first-come, first-served” basis. If the Cooperative determines at any time that its supply of solar energy is not sufficient to provide the aggregate amount of the solar energy blocks for all Members receiving electric service under this rate schedule, the Cooperative may supplement with other electric generation sources or suspend the availability of this rate option and deny any pending applications for electric service under this rate schedule.
- (4) If a Member’s actual kWh usage in any billing period is less than the Member’s chosen solar energy block, the excess solar energy block kWh shall not be credited back to the Member, nor “carried over” to any other billing period, nor shall it be “applied” against charges from any other billing period.

E. Adjustments
 See Billing Adjustments, Section 721.10

F. Agreement
 Electric service pursuant to this rate schedule is month-to-month with no minimum term or cancellation fee.

The Member may un-enroll from the Community Solar Service at any time by providing written notice to the Cooperative. Upon receipt of such notice, the Cooperative shall remove the solar energy block purchase effective on the Member’s upcoming billing date that occurs no sooner than ten (10) days after notice is received.

The Member may enroll in the Community Solar Service no more than once within a calendar year. The Cooperative shall change the rate to the Community Solar Service effective on the Member’s upcoming billing date that occurs no sooner than ten (10) days after the Member’s request to enroll is approved by the Cooperative.

This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction or, if none, by the Cooperative’s board of directors.

The Cooperative in its sole discretion may suspend or terminate this rate schedule at any time.

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SCHEDULE I
IRRIGATION SERVICE

A. Availability
 Available for service to irrigation pumps, subject to Cooperative established rules and regulations.

B. Type of Service
 Three-phase and single-phase, 60 cycles, at available secondary voltages.

C. Monthly Rate

(1) <u>Customer Charge:</u>	
Single-Phase Service	\$35.50 per month - 221 Rate
Three-Phase Service	\$40.50 per month - 223 Rate
(2) <u>Demand Charge:</u>	\$1.75 per kW of Billing Demand
(3) <u>Energy Charge, per kWh:</u>	
First 200 kWh per billing kW	\$0.091396 per kWh
Next 200 kWh per billing kW	\$0.076429 per kWh
Excess kWh	\$0.053979 per kWh

D. Minimum Charge
 The minimum monthly charge shall be the higher of the following:

- (1) The Customer charge plus the Demand Charge billing, or
- (2) The minimum monthly charge specified in the contract.

Disconnections during the 12 consecutive months following a connection shall be billed the number of unbilled months times the Customer Charge plus the Demand Charge billing.

E. Determination of Billing Demand
 The billing demand shall be the highest of the following:

- (1) One-hundred percent (100%) of the highest actual demand for past twelve months ending with the current month.
- (2) The maximum kilowatt demand for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated by a demand meter.
- (3) If the demand is not measured, the maximum kilowatt demand for the period shall be the installed horsepower multiplied by 0.746.

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SCHEDULE I
(Continued)

F. Power Factor Adjustment

A power factor of ninety percent (90%) or greater (lagging or leading) is required for the Member's load. If the power factor is less than ninety percent (90%), the Cooperative may:

- (1) Increase billing demand by one percent (1%) for each one percent (1%) by which the power factor is less than ninety percent (90%) lagging or leading; or
- (2) Require the Member to install appropriate equipment to maintain a power factor of at least ninety percent (90%) lagging or leading or to reimburse the Cooperative for installing the necessary equipment.

G. Adjustments

See Billing Adjustments, Section 721.10.

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SCHEDULE B
COMMERCIAL AND INDUSTRIAL LIGHTING AND POWER SERVICE

- A. Availability
Available for commercial, industrial and three-phase service, subject to the established rules and regulations of the Cooperative.

- B. Type of Service
Single-phase and three-phase, 60 cycles, at available secondary voltage. Motors having a rated capacity in excess of ten horsepower (10 HP) must be three-phase.

- C. Monthly Rate
 - (1) Customer Charge:

Single-Phase Service	\$40.50 per month
Three-Phase Service	\$45.50 per month

 - (2) Energy Charge: \$0.110298 per kWh

- D. Minimum Charge.
The minimum monthly charge shall be the Customer Charge plus adjustment charges, or the contract minimum plus adjustment charges, whichever is greater.

- E. Power Factor
Section 830 shall apply.

- F. Adjustments
See Billing Adjustments, Section 721.10.

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SCHEDULE B-SIHE
COMMERCIAL AND INDUSTRIAL LIGHTING AND
POWER SERVICE FOR STATE INSTITUTIONS OF HIGHER EDUCATION

- A. Availability
Available for commercial, industrial and three-phase service for facilities of state institution of higher education, subject to the established rules and regulations of the Cooperative.

- B. Type of Service
Single-phase and three-phase, 60 cycles, at available secondary voltage. Motors having a rated capacity in excess of ten horsepower (10 HP) must be three-phase.

- C. Monthly Rate
 - (1) Customer Charge:

Single-Phase Service	\$32.40 per month
Three-Phase Service	\$36.40 per month

 - (2) Energy Charge: \$0.101022 per kWh

- D. Minimum Charge
The minimum monthly charge shall be the Customer Charge plus adjustment charges, or the contract minimum plus adjustment charges, whichever is greater.

- E. Power Factor
Section 830 shall apply.

- F. Adjustments
See Billing Adjustments, Section 721.10.

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SCHEDULE B - EDR
COMMERCIAL EDUCATION DISCOUNT RATE
FOR PUBLICLY FUNDED EDUCATION GRADES K-12

Availability

Available for facilities of publicly funded schools ("Public Schools"), serving one or more grades of kindergarten through twelfth grade, subject to the established rules and regulations of the Cooperative.

Type of Service

Single-phase and three-phase, 60 cycles, at available primary and secondary voltage.

Monthly Rate

Customer Charge:

Single-Phase Service	\$40.50 per month
Three-Phase Service	\$45.50 per month

(1) Energy Charge: \$0.100298 per kWh

Minimum Charge

The minimum monthly charge shall be the Customer Charge plus adjustment charges, or the contract minimum plus adjustment charges, whichever is greater.

Power Factor

Section 830 shall apply.

Adjustments

See Billing Adjustments, Section 721.10

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SCHEDULE LP
LARGE POWER SERVICE

- A. Availability
Available for all types of use subject to the established rules and regulations of the Cooperative.
- B. Type of Service
Single-phase and three-phase, 60 cycles, at available voltages.
- C. Monthly Rate
- | | |
|------------------------------|---------------------------------|
| (1) <u>Customer Charge:</u> | \$50.00 per month |
| (2) <u>Demand Charge:</u> | \$6.50 per kW of Billing Demand |
| (3) <u>Energy Charge:</u> | |
| First 200 kWh per billing kW | \$0.075306 per kWh |
| Next 200 kWh per billing kW | \$0.064133 per kWh |
| Excess kWh | \$0.047373 per kWh |
- D. Minimum Charge
The minimum monthly charge shall be the higher of the following:
- (1) The billing demand charge, or
 - (2) The minimum monthly charge specified in the contract.
- E. Determination of Billing Demand
The billing demand shall be the highest of the following:
- (1) Thirty-five (35) kW demand.
 - (2) Fifty percent (50%) of the highest actual demand for past twelve months ending with the current month.
 - (3) The maximum kilowatt demand for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated by a demand meter.
- F. Power Factor Adjustment
A power factor of ninety percent (90%) lagging is required for the Member's load. If the power factor is less than ninety percent (90%), the Cooperative may:
- (1) Increase billing demand by one percent (1%) for each one percent (1%) by which the power factor is less than ninety percent (90%) lagging; or
 - (2) Require the Member to install appropriate equipment to maintain a power factor of at least ninety percent (90%) lagging or to reimburse the Cooperative for installing the necessary equipment.

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SCHEDULE LP
(Continued)

G. Delivery Point

Unless otherwise specified in the service contract, the delivery point shall be the metering point when service is furnished at secondary voltage, or the point of attachment of the Cooperative primary line to the member's primary facilities if service is furnished at primary line voltage. All wiring, poles, lines, and other equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the member.

H. Primary Service

If service is furnished at the Cooperative primary distribution voltage, a discount shall apply to the charge specified in the applicable rate schedule. The Cooperative may meter at secondary voltage and adjust to primary metering by adding the estimated transformer losses to the metered kWh and kW. Primary service shall receive a 3% discount on the above demand and energy charges, excluding adjustments stated below.

I. Adjustments

See Billing Adjustments, Section 721.10.

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SCHEDULE LP-O
LARGE POWER OPTIONAL.

A. Application

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

For all commercial and industrial purposes to customers whose peak demand during the preceding eleven (11) months was 200 kW or greater. No resale, standby or auxiliary service permitted.

B. Type of Service

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

C. Monthly Rate

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

- (1) Customer Charge: \$725.00 per meter
This charge is an availability charge for providing electric distribution service. The customer charge does not include any energy.

- (2) NCP Demand Charge: \$5.75 per NCP kW
This charge for the rate at which energy is used is applied to greater of the following:
 - a. the maximum kilowatt demand for any period of fifteen (15) consecutive minutes during the billing period as adjusted for power factor
 - b. Fifty percent (50%) of the highest actual demand as adjusted for power factor for past twelve months ending with the current month
 - c. Contract demand specified in the service agreement between the Cooperative and the Customer
 - d. 200 kW.

- (3) Energy Charge: \$0.006804 per kWh Sold

- (4) Power Cost:
An amount equal to the wholesale power cost (including, but not limited to power production cost, transmission cost, ancillary cost and fuel cost) incurred by the Cooperative for service to the customer;

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 02-28-2020 Revision No.: 4 Section No.: 720.41 Sheet No.: 2 of 2
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SCHEDULE LP-O
(Continued)

The following line losses will be used to determine the wholesale billing units:

Transmission Voltage	0.00%
Distribution Substation	3.00%
Distribution Primary	5.00%
Distribution Secondary	8.00%

D. Power Factor Adjustment

A power factor of ninety percent (90%) or greater (lagging or leading) is required for the Member's load. If the power factor is less than ninety percent (90%), the Cooperative may:

- (1) Increase billing demand by one percent (1%) for each one percent (1%) by which the power factor is less than ninety percent (90%) lagging or leading; or
- (2) Require the Member to install appropriate equipment to maintain a power factor of at least ninety percent (90%) lagging or leading or to reimburse the Cooperative for installing the necessary equipment.

E. Payment

Bills are past due if not paid within 16 days of issuance. However, if the due date falls on a holiday or weekend, the due date for payment purposes shall be the next workday after the due date.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 12-22-2021 Revision No.: 4 Section No.: 720.42 Sheet No.: 1 of 2
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SCHEDULE CG
COTTON GIN SERVICE

- A. Availability
Applicable to Customers taking the type of service described in this rate schedule for all service supplied at one point of delivery and taken through a single meter for cotton ginning.
- B. Type of Service
Three-phase, 60 cycles, at standard secondary voltages.
- C. Monthly Rate
Each billing period the Customer shall be obligated to pay the following charges:
- (1) Customer Charge: \$50.00 per meter
 - (2) Demand Charge: \$5.60 per NCP kW
 - (3) Power Cost:
An amount equal to the wholesale power cost (including but not limited to power production cost, transmission cost and ancillary cost) incurred by the Cooperative for service to the Customer;
- The following line losses will be used to determine the wholesale billing units:
- | | |
|-------------------------|-------|
| Transmission Voltage | 0.00% |
| Distribution Substation | 3.00% |
| Distribution Primary | 5.00% |
| Distribution Secondary | 8.00% |
- (4) Monthly Minimum Charge:
Each billing period the Customer shall be obligated to pay the Customer Charge plus the Demand Charges, plus any amount authorized under the Cooperative's line extension policy for amortization of line extension costs, whether or not any energy is actually used.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 12-22-2021 Revision No.: 4 Section No.: 720.42 Sheet No.: 2 of 2
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SCHEDULE CG
(Continued)

- D. Determination of NCP Demand
The Non-Coincident Peak (NCP) Demand shall be for the maximum demand established for any fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated by a demand meter.
- E. Gin Testing
Testing of Gin (or start up) time and date shall be approved by the Cooperative. Testing during peak billing months of June through September shall be subject to billing adjustment to offset additional kW demand charges to Cooperative caused by such testing.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 12-01-2017 Revision No.: 3 Section No.: 720.43 Sheet No.: 1 of 2
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SCHEDULE LP - EDR
LARGE POWER EDUCATION DISCOUNT RATE
FOR PUBLICLY FUNDED EDUCATION GRADES K-12

- A. Availability
 Available for facilities of publicly funded schools (Public Schools), kindergarten through twelfth grade, subject to the established rules and regulations of the Cooperative.

- B. Type of Service
 Single-phase and three-phase, 60 cycles, at available primary and secondary voltage.

- C. Monthly Rate
 - (1) Customer Charge: \$50.00 per month
 - (2) Demand Charge: \$6.50 per kW of Billing Demand
 - (3) Energy Charge, per kWh:

First 200 kWh per billing kW	\$0.065306 per kWh
Next 200 kWh per billing kW	\$0.054133 per kWh
Excess kWh	\$0.037373 per kWh

- D. Minimum Charge
 The minimum monthly charge shall be the higher of the following:
 - (1) The billing demand charge, or
 - (2) The minimum monthly charge specified in the contract.

- E. Determination of Billing Demand Charge
 The billing demand shall be the highest of the following:
 - (1) Thirty-five (35) kW demand.
 - (2) Fifty percent (50%) of the highest actual demand for past twelve months ending with the current month.
 - (3) The maximum kilowatt demand for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated by a demand meter.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 12-01-2017 Revision No.: 3 Section No.: 720.43 Sheet No.: 2 of 2
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SCHEDULE LP-EDR
(Continued)

F. Power Factor Adjustment

A power factor of ninety percent (90%) lagging is required for the Member's load. If the power factor is less than ninety percent (90%), the Cooperative may:

- (1) Increase billing demand by one percent (1%) for each one percent (1%) by which the power factor is less than ninety percent (90%) lagging; or
- (2) Require the Member to install appropriate equipment to maintain a power factor of at least ninety percent (90%) lagging or to reimburse the Cooperative for installing the necessary equipment.

G. Delivery Point

Unless otherwise specified in the service contract, the delivery point shall be the metering point when service is furnished at secondary voltage, or the point of attachment of the Cooperative primary line to the member's primary facilities if service is furnished at primary line voltage. All wiring, poles, lines, and other equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the member.

H. Primary Service

If service is furnished at the Cooperative primary distribution voltage, a discount shall apply to the charge specified in the applicable rate schedule. The Cooperative may meter at secondary voltage and adjust to primary metering by adding the estimated transformer losses to the metered kWh and kW. Primary service shall receive a 3% discount on the above demand and energy charges, excluding adjustments stated below.

I. Adjustments

See Billing Adjustments, Section 721.10.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: Wholesale Transmission Facilities	Effective Date: 04-01-2009 Revision No.: 2 Section No.: 720.50 Sheet No.: 1 of 2
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WHOLESALE TRANSMISSION SERVICE - WTS

A. Availability

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

B. Applicability

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

C. Conditions

The Cooperative will provide transmission service to any Eligible Transmission Service Customer, provided that:

- (1) The Eligible Transmission Service Customer has completed an Application for Annual Planned Service, an Application for Monthly Planned Service, or a Request for Unplanned Transmission Service in keeping with the requirements of PUC Substantive Rule 25.198(b);
- (2) If the Eligible Transmission Service Customer has or plans physical connections to transmission facilities owned by the Cooperative, the Eligible Transmission Service Customer has an executed Interconnection Agreement for Transmission Service, or has requested in writing that the Cooperative file a proposed unexecuted agreement with the PUC;
- (3) Both the Cooperative and the Eligible Transmission Service Customer (or a third party on behalf of the Eligible Transmission Service Customer) have completed installation of all equipment specified under the Interconnection Agreement for Transmission Service. The Cooperative shall exercise reasonable efforts, in coordination with the Eligible Transmission Service Customer, to complete such arrangements as soon as practical prior to the service commencement date;
- (4) The Eligible Transmission Service Customer has arranged for ancillary services necessary for the transaction; and
- (5) The Eligible Transmission Service Customer satisfies all other conditions for transmission service specified in the PUC Substantive Rules.

D. Pricing

Access Fee: \$0.00253411 per kW of the Eligible Transmission Service Customer's average system demand coincident with the ERCOT peak demand during each of the months from June through September of the preceding calendar year, as such demands are determined by the ISO.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: Wholesale Transmission Facilities	Effective Date: 04-01-2009 Revision No.: 2 Section No.: 720.50 Sheet No.: 2 of 2
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WHOLESALE TRANSMISSION SERVICE
(Continued)

E. Losses

A transmission customer that uses transmission service shall compensate the Cooperative for losses resulting from such transmission service. Losses shall be calculated by the ISO under a method approved by the PUC.

F. Release of Transmission Rights

A wholesale transmission customer is permitted to resell any and all transmission service rights contracted for by the transmission customer to other Eligible Transmission Service Customers for wholesale service, pursuant to PUC Substantive Rule 25.191(f). The transmission customer shall inform the transmission provider and obtain ISO approval for any resale of transmission service rights.

G. Voltage Support

The Cooperative will provide whatever devices are necessary to maintain reasonable operating voltages on the Cooperative's transmission facilities. The Eligible Transmission Service Customer shall maintain a power factor of 95% or greater at each point of interconnection, or such other power factor as may be required pursuant to Substantive Rule 25.198(b)(5).

H. Payment

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

I. Contract Term

Planned transmission service is available in multiples of one month. Unplanned transmission service is available for periods as short as one hour and up to 30 days.

J. Payment Netting

This Rate for Wholesale Transmission Service is subject to orders entered by the PUC in Docket No. 22055, or similar proceeding relating to payment netting.

Inter-utility charges are based on the net annual payments prescribed in the PUC's orders relating to netting of payments.

K. Effective Date: January 1, 2000 (Grandfathered from latest wholesale contract)

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: Wholesale Transmission Facilities	Effective Date: 07-18-2024 Revision No.: 3 Section No.: 720.51 Sheet No.: 1 of 3
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WHOLESALE DISTRIBUTION SERVICE - WDS

A. Application.

The service provided pursuant to this tariff is transmission service, as defined in Public Utility Commission of Texas (Commission) Substantive Rules, Subchapter A, 25.5, using the Cooperative's facilities rated at less than 60 kilovolts. The Cooperative will make the service available in accordance with Commission Substantive Rules, Subchapter I, 25.191-25.198 and 25.200-25.204, within 20 days of receipt of a completed application for service as required under Commission Substantive Rules, Subchapter I, 25.198(b).

The 20-day deadline to provide service will not apply if adequate facilities are not in place at the time service is requested. If adequate facilities are not in place at the time service is requested, the Cooperative will construct new facilities or alter existing facilities as necessary and make service available as soon as reasonably possible.

A contribution in aid of construction may be required if facilities must be constructed to provide the service, or if existing facilities must be altered to provide the service, in accordance with Commission Substantive Rules, Subchapter I, 25.191. All facilities altered or constructed by the Cooperative will remain the property of the Cooperative.

The terms and conditions for the service are those stated in Commission Substantive Rules, Subchapter I, 25.191-25.198 and 25.200-25.204.

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

B. Type of Service

The Cooperative will provide this service at one point of delivery and measured with one meter, using facilities rated at less than 60 kilovolts, at 60 Hertz, at the Cooperative's standard primary distribution voltages.

C. Definitions

(1) Wheeling kW is the greater of the following:

- a. The highest 15-minute kW recorded for all load placed by the Customer on the Cooperative's distribution system
- b. The amount specified in the Service Agreement between the Cooperative and the Customer.

Concho Valley Electric Cooperative, Inc.
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- (2) Peak Retail kW is the highest 15-minute kW recorded for all loads served at retail by the Cooperative for Customer at the wheeling location.
- (3) Substation Level WTS-DV Service is wholesale electric service provided to an eligible Customer from the Cooperative's distribution lines operated at voltages below 60 kV where the Customer takes service within 600 feet of a substation serving the Cooperative.
- (4) Distribution Primary Level WTS-DV Service is wholesale electric service provided to an eligible customer from the Cooperative's distribution lines operated at voltages below 60 kV where the Customer takes service beyond 600 feet of a substation serving the Cooperative and where the service is provided at distribution primary voltage.
- (5) Distribution Secondary Level WTS-DV Service is wholesale electric service provided to an eligible customer from the Cooperative's distribution lines operated at voltages below 60 kV where the Customer takes service beyond 600 feet of a substation serving the Cooperative and where the service is provided at distribution secondary voltage.

D. Monthly Rate

Customer Charge \$50.00

Distribution Service Charge:

Service Level

Substation \$0.16 per kW of Billing Demand

Distribution Primary \$4.86 per kW of Billing Demand

Distribution Secondary \$4.62 per kW of Billing Demand

Billing Demand Determination - The calculation of the monthly Billing Demand shall be:

Billing Demand = Wheeling kW minus Peak Retail kW, but not less than zero.

E. Payment.

The monthly bill for Wholesale Distribution Service is the sum of the Customer Charge and the product of the Distribution Service Charge and the Customer's billing demand, and compensation for losses. The Cooperative must receive payment by the 20th calendar day after the date of issuance

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: Wholesale Transmission Facilities	Effective Date: 07-18-2024 Revision No.: 3 Section No.: 720.51 Sheet No.: 3 of 3
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of the bill, unless the Cooperative and the Customer agree on another mutually acceptable deadline. Interest will accrue on any unpaid amount.

F. Other Costs.

The Customer shall be responsible to reimburse the Cooperative for any direct costs incurred to provide service under this rate schedule. These include but are not limited to the costs of necessary engineering analysis, special equipment required, operating expenses caused by the operation of the Customer's generation, and transmission or other ancillary charges billed to the Cooperative for the Customer's generation.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: Wholesale Transmission Facilities	Effective Date: 04-01-2009 Revision No.: 2 Section No.: 720.52 Sheet No.: 1 of 2
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RIDER STPTS
SHORT-TERM PLANNED TRANSMISSION SERVICE

A. Availability

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

B. Applicability

Short-Term Planned Transmission Service is provided within ERCOT to any Eligible Transmission Service Customer as that term is defined in Substantive Rule Section 25.5(19) of the Public Utility Commission of Texas (PUC), and shall be provided in accordance with Substantive Rules 25.191 - 25.204. This rider is applicable for wholesale transmission service from planned resources to loads for periods shorter than one year. Any power delivered onto or received from the Cooperative's transmission facilities under this rider must be delivered onto and received at 60,000 volts or higher, three-phase, 60 hertz, alternating current, transmission lines in ERCOT which have been made available for this service.

C. Conditions

The Cooperative will provide transmission service to any Eligible Transmission Service Customer, provided that:

- (1) The Eligible Transmission Service Customer has completed an Application for Short-Term Planned Transmission Service in keeping with the requirements of PUC Substantive Rule 25.198;
- (2) If the Customer has physical connections to transmission facilities owned by the Cooperative, the Eligible Transmission Service Customer has an executed Interconnection Agreement for Transmission Service, or has requested in writing that the Cooperative file a proposed unexecuted agreement with the PUC;
- (3) Both the Cooperative and the transmission customer (or a third party) have completed installation of all equipment specified under the Interconnection Agreement for Transmission Service. The Cooperative shall exercise reasonable efforts, in coordination with the transmission customer, to complete such arrangements as soon as practical prior to the service commencement date;
- (4) The Eligible Transmission Service Customer has arranged for ancillary services necessary for the transaction.

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RIDER STPTS
(Continued)

D. Pricing

Charges for Short-Term Planned Transmission Service shall be in accordance with PUC Substantive Rule 25.192 and calculated as follows:

<u>Monthly:</u>	Access Charge:	\$0.00014782 per kW
	Impact Fee:	\$60.62711825 per MW
<u>Weekly:</u>	Access Charge:	\$0.00003411 per kW
<u>Daily:</u>	Access Charge	\$0.00000486 per kW
<u>Hourly:</u>	Access Charge	\$0.00000020 per kW

when implemented by the ERCOT ISO pursuant to Substantive Rule 25.198(d).

E. Losses

A transmission customer that uses transmission service shall compensate the Cooperative for losses resulting from such transmission service. Losses shall be calculated by the ISO under a method approved by the PUC in accordance with PUC Substantive Rule 25.192(e).

F. Payment

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

G. Agreement

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

H. Changes to Rate Schedule

This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or to the extent that this rate schedule is not subject to the jurisdiction of a regulatory authority, by the Cooperative's Board of Directors.

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RIDER EETS
ERCOT EXPORT TRANSMISSION SERVICE

A. Availability

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

B. Applicability

ERCOT Export Transmission Service is provided within ERCOT to any Eligible Transmission Service Customer as that term is defined in Substantive Rule 25.5(19) of the PUC, and shall be provided in accordance with Substantive Rules 25.191 - 25.204. Any power delivered onto or received from the Cooperative's transmission facilities under this rider must be delivered onto and received at 60,000 volts or higher, three-phase, 60 hertz, alternating current, transmission lines in ERCOT which have been made available for this service.

C. Conditions

The Cooperative will provide transmission service to any Eligible Transmission Service Customer, provided that:

- (1) The Eligible Transmission Service Customer has completed an Application for ERCOT Export Transmission Service in keeping with the requirements of PUC Substantive Rule 25.198;
- (2) If the Customer has physical connections to transmission facilities owned by the Cooperative, the Eligible Transmission Service Customer has an executed Interconnection Agreement for Transmission Service, or has requested in writing that the Cooperative file a proposed unexecuted agreement with the Commission;
- (3) Both the Cooperative and the transmission customer (or a third party) have completed installation of all equipment specified under Interconnection Agreement for Transmission Service. The Cooperative shall exercise reasonable efforts, in coordination with the transmission customer, to complete such arrangements as soon as practical prior to the service commencement date;
- (4) The Eligible Transmission Service Customer has arranged for ancillary services necessary for the transaction.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: Wholesale Transmission Facilities	Effective Date: 04-01-2009 Revision No.: 2 Section No.: 720.53 Sheet No.: 2 of 2
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RIDER EETS
(Continued)

D. Pricing

Transmission service customers exporting power from ERCOT on an unplanned basis will be assessed an access charge based on the duration of the transaction, and will be charged only for the transmission service actually used. Transmission service customers exporting power from ERCOT on a planned basis will be assessed an access charge based on duration of the service requested. Charges for ERCOT Export Transmission Service shall be in accordance with PUC Substantive Rule 25.192(h) and calculated as follows:

<u>Annual:</u>	Access Charge	\$0.00177388 per kW
	Impact Fee	\$727.52541915 per MW mile
<u>Monthly On-Peak:</u>	Access Charge	\$0.00044347 per kW
	Impact Fee	\$60.62711826 per MW mile
<u>Monthly Off-Peak:</u>	Access Charge	\$0.00014782 per kW
	Impact Fee	\$60.62711826 per MW mile
<u>Weekly:</u>	Access Charge	\$0.00003411 per kW
<u>Daily:</u>	Access Charge	\$0.00000486 per kW
<u>Hourly:</u>	Access Charge	\$0.00000020 per kW

E. Losses

A transmission customer that uses transmission service shall compensate the Cooperative for losses resulting from such transmission service. Losses shall be calculated by the ISO under a method approved by the PUC in accordance with PUC Substantive Rule 25.192(e).

F. Payment

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

G. Agreement

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

H. Changes to Rate Schedule

This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or to the extent that this rate schedule is not subject to the jurisdiction of a regulatory authority, by the Cooperative's Board of Directors.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 09-22-2022 Revision No.: 5 Section No.: 720.54 Sheet No.: 1 of 2
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DISTRIBUTED GENERATION FACILITIES
SALES AND PURCHASES – 100 KW AND LESS

A. Application

Applicable to Distributed Generation Facilities owned and operated by the Member for the Member’s own use where the Distributed Generation Facilities are equal to 100 kW DC or less maximum rated output, as determined by the equipment manufacturer, connected in parallel operation to the Cooperative’s electric system that receive Electric Service at one Point of Delivery.

The Distributed Generation Facilities output may only be used to supply the Member’s on-site retail electricity requirements.

B. Sales to Member

Sales for Electric Service provided to a Member with a Distributed Generation Facility classified as 100 kW DC or less of connected generation shall be consistent with the applicable retail rate tariff established by the Cooperative and in use by the Member as if there were no Distributed Generation Facility other than as described in this tariff. The Cooperative shall bill the Member during each billing period according to the Cooperative’s applicable rate schedule for all the Delivered electricity.

C. Purchases from a Member

The Cooperative shall purchase electricity produced by the Member owned Distributed Generation Facility in excess of on-site requirements, and delivered to Cooperative, during each billing period at Avoided Cost.

Avoided Cost, for purposes of this tariff, shall be the Cooperative’s power supplier’s avoided cost as calculated and provided to the Cooperative by its power supplier for the applicable period.

D. Meter Reading Charge

If Cooperative personnel or agent must physically read the Distributed Generation Facility Member’s meter, additional charges shall apply.

See also Tariff 721.20.

E. Facilities Charge

All Distributed Generation Facilities shall be billed the following DG Facility Charge monthly in addition to any other applicable Base or Member Charge:

Rate Class	Monthly DG Facility Charge
Residential	\$15.25
Small Commercial and SIHE	\$18.50
Large Power and LP ED	\$93.00
Irrigation	\$26.00

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 09-22-2022 Revision No.: 5 Section No.: 720.54 Sheet No.: 2 of 2
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DISTRIBUTED GENERATION FACILITIES
SALES AND PURCHASES – 100 KW AND LESS
(Continued)

F. Market Charges

At the Cooperative's sole discretion, the Member shall be subject to any market changes related to the Member's Distributed Generation Facility, including but not limited to scheduling, dispatching and energy imbalance.

G. Contracts

An Agreement for Interconnection and an Agreement for Electric Service between the Member and the Cooperative will be required in all cases.

H. Other Conditions of Service

The Member shall operate the Distributed Generation Facility in accordance with the Cooperative's Rules and Regulations, the Tariff, and the Agreement for Interconnection.

I. Refusal to Purchase

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

J. Additional Information

Distributed Generation Facility accounts created before May 28, 2020 will continue to be treated under the tariff existing at the time such accounts were created unless the account changes.

See also Tariff 825.2.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 06-25-2020 Revision No.: 3 Section No.: 720.56 Sheet No.: 1 of 1
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[RESERVED]

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 04-01-2009 Revision No.: 2 Section No.: 720.57 Sheet No.: 1 of 1
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QUALIFYING FACILITIES - EXPORT POWER

A. Application

Applicable to Qualifying Facilities owned and operated by the Customer.

B. Qualifying Facilities

Qualifying Facilities (QF) are defined by the Public Utility Regulatory Policies Act of 1978 (PURPA). Refer to CFR Title 26, Volume 4, Sec. 292.204.

The distinction between QF and Non-Qualifying Facilities (NQF) mainly deals with fuel use.

- (1) In general, a QF must have as its primary energy source biomass, waste, renewable resources, geothermal resources or any combination. See PURPA for a full description.
- (2) DG facilities not designated as QF under the provisions of PURPA will be considered NQF by the Cooperative.

C. Connection of Qualifying Facilities

The Cooperative will connect Qualifying Facilities in accordance with the terms and conditions in the Cooperative's Service Rules and Regulations and Distributed Generation Manual.

D. Purchase of Generation from Qualifying Facilities

The Customer must contract with Golden Spread Electric Cooperative, Inc. or with another wholesale power purchaser for the purchase of the generation from the Customer's Qualifying Facilities. The Cooperative does not purchase generation from the Customer's Qualifying Facilities.

E. Distribution Wheeling

The Cooperative's Distribution Wheeling charges will be applied to the Qualifying Facility to the extent that the maximum kW output of the QF exceeds the maximum kW of the Customer's retail load which is at the same location as the exporting QF.

In the absence of retail load at the QF location served by the Cooperative, the Distribution Wheeling charges will be applied to the greater of the maximum kW out of the QF for the current twelve (12) month period or the contract kW specified in the Interconnection Agreement between the Cooperative and the QF.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 12-01-2017 Revision No.: 3 Section No.: 720.80 Sheet No.: 1 of 2
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SCHEDULE LPS
SPECIAL LARGE POWER SERVICE - MUNICIPAL PIPELINE WATER PUMPING

A. Availability

Available to Municipal Pipeline Water Pumping Service.

B. Type of Service

Three-phase, 60 cycles, at available transmission voltage.

C. Monthly Rate

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

(1) Power Cost

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

The power cost will be calculated using the billing units defined in the same manner as defined in the applicable wholesale rate and other charges to the Cooperative, including any ratchet provisions. The Customer's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Customer's power cost at the wholesale supplier's metering point to the Cooperative.

(2) Delivery Wires Charge

- | | |
|---------------------|---------------------------------|
| (a) Customer Charge | \$135.00 per month |
| (b) Demand Charge | \$0.75 per kW of Billing Demand |
| (c) Energy Charge | \$0.000 per kWh |

D. Determination of Billing Demand

The billing demand at each point of delivery served hereunder shall be the higher of the following:

- (1) The maximum kilowatt demand for any period of 30 consecutive minutes during the billing period as adjusted for power factor; or
- (2) Fifty percent (50%) of the contract demand, stated in kW, as specified in the Agreement for Electric Service with the Customer.
- (3) 1000 kW.

E. Billing Adjustments.

This rate is subject to all applicable billing adjustments as provided in Cooperative's tariffs, with the exception of 203.1 Power Cost Recovery Factor.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 12-01-2017 Revision No.: 3 Section No.: 720.80 Sheet No.: 2 of 2
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SCHEDULE LPS
SPECIAL LARGE POWER SERVICE - MUNICIPAL PIPELINE WATER PUMPING
(Continued)

F. Power Factor.

The Customer agrees to maintain a power factor of not less than ninety-five percent (95%). Should the Customer's lagging power factor at the time of maximum demand during the month be determined to be below ninety-five percent (95%), the Customer's maximum demand for billing purposes may be adjusted by multiplying the maximum demand by ninety-five percent (95%) and dividing by the lagging power factor at the time of such maximum demand.

G. Monthly Minimum Charge.

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

- (1) The Delivery Wires Charge; or
- (2) The minimum monthly charge specified in the Contract for Service.

H. Agreement.

An agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or if none, by the Cooperative's board of directors and service hereunder is subject to the Cooperative's tariff for electric service.

I. Delinquent Accounts.

The Cooperative may assess a penalty not to exceed five percent (5%) on each delinquent bill.

J. Other Terms and Conditions of Service.

- (1) The Customer will provide, at no cost to the Cooperative, a suitable location, at a point to be determined by the Cooperative, for installation of metering equipment.
- (2) Billing demand and energy values will be subject to adjustment for losses if metering is not located at location specified by Cooperative.
- (3) **The Customer will provide all facilities required to provide service; the Cooperative will provide a maximum of one span and a switch.**
- (4) Billing period for application of this tariff will coincide with wholesale supplier's billing periods.

Concho Valley Electric Cooperative, Inc.
Tariff: Electrical
Classification and Rates
Applicability: All Service Territory

Effective Date: 12-01-2017
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SCHEDULE OG-SUBSTATION
LARGE INDUSTRIAL AND OIL AND GAS.

A. Application.

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

For all commercial, industrial, and oil and gas customers taking service at wholesale delivery point or distribution substation service with a peak demand 5000 kW or greater. No resale, standby or auxiliary service permitted.

B. Type of Service.

This service will be supplied at a single substation delivery point and measured with one meter.

C. Conditions of Service.

Where service of the type desired by the customer is not already available at the point of delivery, additional charges under the Cooperative's line extension policy and special contract arrangements will be required prior to service being furnished.

D. Monthly Rate.

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

(1) Customer Charge: \$500.00 per meter

(2) Facilities Charges for Customers Served from Cooperative Owned and Maintained Substation:

The Cooperative will require a contribution in aid of construction or a monthly facilities charge for the term of the Customer's agreement for service with the Cooperative.

(a) The facilities charge shall be the revenue requirement for a debt service coverage (DSC) of 1.85 for the amortization of the substation investment to provide service to the Customer.

1. The amortization period shall be the term of the agreement for service.
2. The interest rate for amortization shall be the greater of the Cooperative's weighted cost of debt on December 31 of the most recent calendar year or 4%.

Concho Valley Electric Cooperative, Inc.
Tariff: Electrical
Classification and Rates
Applicability: All Service Territory

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SCHEDULE OG-SUBSTATION
(Continued)

- (b) For a new substation, the substation investment shall be the actual cost. For an existing substation, the Cooperative may recalculate the substation investment using current costs.
 - (c) If the Cooperative serves other customers from the substation, the investment for amortization shall be determined using the Customer's requested capacity as a percent of the substation total capacity.
- (3) NCP Demand Charge: \$2.85 per NCP kW
Billing Demand for calculation of the monthly bill is the larger of:
- (a) The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.
 - (b) The Contract kW.
 - (c) 5,000 kW.
- (4) Power Cost:
The cost of power to serve the Customer including but not limited to capacity, delivery, energy, and fuel charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods.

The power cost will be calculated using the billing units defined in the same manner as defined in the applicable Wholesale rate to the Cooperative including any ratchet provisions in the wholesale rate. The Customer's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Customer's power cost at the wholesale supplier's metering point to the Cooperative.

The loss factor may be adjusted by the Cooperative from time to time as the losses occurring on the Cooperative's facilities change.

SCHEDULE OG-SUBSTATION
(Continued)

E. Losses.

Billing units will be adjusted for line losses by dividing the metered billing units by one minus the line losses. For example, the line loss adjusted billing unit for 5000 kW with 1.5% line losses would be:

$$5000 \text{ kW} \div (1 - .015) = 5000 \text{ kW} \div 0.985 = 5076.1 \text{ kW}.$$

F. Power Factor Adjustment.

Should Customer's lagging power factor at the time of maximum demand during the month be determined to be below .95, the Customer's maximum demand for billing purposes shall be adjusted by multiplying the maximum demand by .95 and dividing by the lagging power factor at the time of such maximum demand.

G. Minimum Charge.

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

- (1) The Customer Charge, plus the NCP Demand Charge, plus any applicable Power Cost;

And, if applicable

- (2) Any amount authorized under the Cooperative's line extension policy for amortization of line extension charges.

H. Billing Adjustments.

This rate is subject to all applicable billing adjustments with the exception of the Power Cost Recovery Factor adjustment.

I. Other Terms and Conditions of Service.

- (1) The Customer will provide, at no cost to the Cooperative, a suitable location, at a point to be determined by the Cooperative, for installation of metering equipment.
- (2) All wiring, pole lines, and other electrical equipment beyond the metering point shall be considered the system of the Customer and shall be furnished and maintained by the Customer.
- (3) The Customer will provide all facilities required to provide service; the Cooperative will provide a maximum of one span and a switch.

Concho Valley Electric Cooperative, Inc. Tariff: Electrical Classification and Rates Applicability: All Service Territory	Effective Date: 12-01-2017 Revision No.: 2 Section No.: 720.85 Sheet No.: 4 of 4
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SCHEDULE OG-SUBSTATION
(Continued)

- (1) Billing period for application of this tariff will coincide with wholesale supplier's billing periods.
- (2) Payment of the monthly bill shall be made as provided in the Agreement for Electric Service.

J. Agreement.

An Agreement for Electric Service with a fixed term is required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or, in none by the Cooperative's Board of Directors; and service hereunder is subject to the Cooperative's Tariff for Electric Service.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 11-27-2023 Revision No.: 4 Section No.: 720.90 Sheet No.: 1 of 3
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SCHEDULE WF
WIND FARM AUXILIARY SERVICE

A. Availability

Available for all wind farm Members taking the type of service described in this rate schedule. All service is supplied at one point of delivery and taken through a single meter for auxiliary service to the Member.

B. Type of Service

- (1) Member is taking three-phase service at transmission level voltage.
- (2) The Cooperative is purchasing power for service to the Member from its wholesale power supplier and directly assigning the cost to the Member.

C. Monthly Rate

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

- (1) Power Supply Charge:
An amount equal to the total power supply cost incurred by the Cooperative in providing service to the Member.
- (2) Demand Charge: \$1.15 per kW of Billing Demand
- (3) Service Charge: \$285.50 per month

D. Determination of Billing Demand

The Billing Demand shall be the higher of the following:

- (1) The maximum kilowatt demand established by the Member for any period of ERCOT-settlement interval (currently fifteen (15) consecutive minutes) during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor; or
- (2) 120 kW.

E. Cooperative Supplied Facilities

If it is necessary to construct new facilities, alter existing facilities, or provide additional facilities (including metering and communications) in order to provide service and implement this tariff, the Cooperative will require a contribution in aid of construction.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 11-27-2023 Revision No.: 4 Section No.: 720.90 Sheet No.: 2 of 3
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SCHEDULE WF
(Continued)

- F. Power Factor Adjustment
Should Member's lagging power factor at the time of maximum demand during the month be determined to be below .95, the Member's maximum demand for billing purposes shall be adjusted by multiplying the maximum demand by .95 and dividing by the lagging power factor at the time of such maximum demand.
- G. Billing Adjustments
This rate is subject to all applicable billing adjustments except for the Power Cost Recovery Factor adjustment.
- H. Agreement
In order to provide service to the Member, an Agreement for Electric Service for a specified Term, a specified Contract Capacity, and required contribution in aid of construction of additional facilities (if applicable) will be required by the Cooperative.
- I. Other Conditions of Service
- (1) All wiring, pole lines, and other electrical equipment beyond the metering point shall be considered the system of the Member and shall be furnished and maintained by the Member.
 - (2) The Cooperative shall not be responsible for the purchase of any power generated by the Member.
 - (3) Member shall be responsible for all termination fees, penalties, and any other costs incurred by the Cooperative associated with the power supply for service to the Member.
 - (4) Member shall be responsible for all costs incurred by the Cooperative in arranging for special wholesale power supply on behalf of the Member.
 - (5) If the wholesale power supply meter is not located at the point of delivery to the Member, the Power Supply charge will be adjusted to reflect all losses associated with providing service to the Member.
 - (6) The Member shall be subject to all transmission related cost responsibility incurred by the Cooperative directly associated with providing service to the Member even if such cost recovery should occur after the Member has terminated service. To the extent that such cost is not included in the Monthly Rate, Member shall be responsible for the incremental transmission cost.
 - (7) This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction or if none, by the Cooperative's board of directors in accordance with applicable laws.
 - (8) All other conditions of service hereunder are subject to the Cooperative's tariff for electric service.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 11-27-2023 Revision No.: 4 Section No.: 720.90 Sheet No.: 3 of 3
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SCHEDULE WF
(Continued)

- (9) The Power Supply Charge will include all costs as reflected on the Cooperative's Power Supplier's invoice for providing service, including but not limited to purchased demand and energy, transmission, ancillary services, administrative costs and direct assigned costs.
- (10) Terms not defined in the tariff shall have the meaning given in the Agreement for Electric Service between the Cooperative and Member.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 11-27-2023 Revision No.: 3 Section No.: 720.91 Sheet No.: 1 of 3
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SCHEDULE SF
SOLAR FARM AUXILIARY SERVICE

A. Availability

Available for all solar farm Members taking the type of service described in this rate schedule. All service is supplied at one point of delivery and taken through a single meter for auxiliary service to the Member.

B. Type of Service

- 1) Member is taking three-phase service at transmission level voltage.
- 2) The Cooperative is purchasing power for service to the Member from its wholesale power supplier and directly assigning the cost to the Member.

C. Monthly Rate

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

- 1) Power Supply Charge:
An amount equal to the total power supply cost incurred by the Cooperative in providing service to the Member.
- 2) Demand Charge: \$1.15 per kW of Billing Demand
- 3) Service Charge: \$285.50 per month

D. Determination of Billing Demand

The Billing Demand shall be the higher of the following:

- 1) The maximum kilowatt demand established by the Member for any period of ERCOT-settlement interval (currently fifteen (15) consecutive minutes) during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor; or
- 2) 120 kW.

E. Cooperative Supplied Facilities

If it is necessary to construct new facilities, alter existing facilities, or provide additional facilities (including metering and communications) in order to provide service and implement this tariff, the Cooperative will require a contribution in aid of construction.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 11-27-2023 Revision No.: 3 Section No.: 720.91 Sheet No.: 2 of 3
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SCHEDULE SF
(Continued)

F. Power Factor Adjustment

Should Member's lagging power factor at the time of maximum demand during the month be determined to be below .95, the Member's maximum demand for billing purposes shall be adjusted by multiplying the maximum demand by .95 and dividing by the lagging power factor at the time of such maximum demand.

G. Billing Adjustments

This rate is subject to all applicable billing adjustments except for the Power Cost Recovery Factor adjustment.

H. Agreement

In order to provide service to the Member, an Agreement for Electric Service for a specified Term, a specified Contract Capacity, and required contribution in aid of construction of additional facilities (if applicable) will be required by the Cooperative.

I. Other Conditions of Service

- 1) All wiring, pole lines, and other electrical equipment beyond the metering point shall be considered the system of the Member and shall be furnished and maintained by the Member.
- 2) The Cooperative shall not be responsible for the purchase of any power generated by the Member.
- 3) Member shall be responsible for all termination fees, penalties, and any other costs incurred by the Cooperative associated with the power supply for service to the Member.
- 4) Member shall be responsible for all costs incurred by the Cooperative in arranging for special wholesale power supply on behalf of the Member.
- 5) If the wholesale power supply meter is not located at the point of delivery to the Member, the Power Supply charge will be adjusted to reflect all losses associated with providing service to the Member.
- 6) The Member shall be subject to all transmission related cost responsibility incurred by the Cooperative directly associated with providing service to the Member even if such cost recovery should occur after the Member has terminated service. To the extent that such cost is not included in the Monthly Rate, customer shall be responsible for the incremental transmission cost.
- 7) This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction or if none, by the Cooperative's board of directors in accordance with applicable laws.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 11-27-2023 Revision No.: 3 Section No.: 720.91 Sheet No.: 3 of 3
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SCHEDULE SF
(Continued)

- 8) All other conditions of service hereunder are subject to the Cooperative's tariff for electric service.
- 9) The Power Supply Charge will include all costs as reflected on the Cooperative's Power Supplier's invoice for providing service, including but not limited to purchased demand and energy, transmission, ancillary services, administrative costs and direct assigned costs.
- 10) Terms not defined in the tariff shall have the meaning given in the Agreement for Electric Service between the Cooperative and Member.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 10-26-2023 Revision No.: 1 Section No.: 720.92 Sheet No.: 1 of 3
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SCHEDULE ES
BESS AUXILIARY SERVICE

A. Availability

Available for all battery energy storage system (BESS) Members taking the type of service described in this rate schedule. All service is supplied at one point of delivery and taken through a single meter for auxiliary service to the Member.

B. Type of Service

- 1) Member is taking three-phase service at transmission level voltage.
- 2) The Cooperative is purchasing power for service to the Member from its wholesale power supplier and directly assigning the cost to the Member.

C. Monthly Rate

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

- 1) Power Supply Charge:
An amount equal to the total power supply cost incurred by the Cooperative in providing service to the Member.
- 2) Demand Charge: \$1.15 per kW of Billing Demand
- 3) Service Charge: \$285.50 per month

D. Determination of Billing Demand

The Billing Demand shall be the higher of the following:

- 1) The maximum kilowatt demand established by the Member for any period of ERCOT-settlement interval (currently fifteen (15) consecutive minutes) during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor; or
- 2) 120 kW.

E. Cooperative Supplied Facilities

If it is necessary to construct new facilities, alter existing facilities, or provide additional facilities (including metering and communications) in order to provide service and implement this tariff, the Cooperative will require a contribution in aid of construction.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 10-26-2023 Revision No.: 1 Section No.: 720.92 Sheet No.: 2 of 3
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SCHEDULE ES
(Continued)

F. Power Factor Adjustment

Should Member's lagging power factor at the time of maximum demand during the month be determined to be below .95, the Member's maximum demand for billing purposes shall be adjusted by multiplying the maximum demand by .95 and dividing by the lagging power factor at the time of such maximum demand.

G. Billing Adjustments

This rate is subject to all applicable billing adjustments except for the Power Cost Recovery Factor adjustment.

H. Agreement

In order to provide service to the Member, an Agreement for Electric Service for a specified Term, a specified Contract Capacity, and required contribution in aid of construction of additional facilities (if applicable) will be required by the Cooperative.

I. Other Conditions of Service

- 1) All wiring, pole lines, and other electrical equipment beyond the metering point shall be considered the system of the Member and shall be furnished and maintained by the Member.
- 2) The Cooperative shall not be responsible for the purchase of any power generated by the Member.
- 3) Member shall be responsible for all termination fees, penalties, and any other costs incurred by the Cooperative associated with the power supply for service to the Member.
- 4) Member shall be responsible for all costs incurred by the Cooperative in arranging for special wholesale power supply on behalf of the Member.
- 5) If the wholesale power supply meter is not located at the point of delivery to the Member, the Power Supply charge will be adjusted to reflect all losses associated with providing service to the Member.
- 6) The Member shall be subject to all transmission related cost responsibility incurred by the Cooperative directly associated with providing service to the Member even if such cost recovery should occur after the Member has terminated service. To the extent that such cost is not included in the Monthly Rate, customer shall be responsible for the incremental transmission cost.
- 7) This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction or if none, by the Cooperative's board of directors in accordance with applicable laws.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 10-26-2023 Revision No.: 1 Section No.: 720.92 Sheet No.: 3 of 3
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SCHEDULE ES
(Continued)

- 8) All other conditions of service hereunder are subject to the Cooperative's tariff for electric service.
- 9) The Power Supply Charge will include all costs as reflected on the Cooperative's Power Supplier's invoice for providing service, including but not limited to purchased demand and energy, transmission, ancillary services, administrative costs and direct assigned costs.
- 10) Terms not defined in the tariff shall have the meaning given in the Agreement for Electric Service between the Cooperative and Member.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 12-01-2017 Revision No.: 3 Section No.: 721.10 Sheet No.: 1 of 1
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BILLING ADJUSTMENTS

Power Cost Recovery Factor (PCRF).

The Cooperative shall adjust all bills (with the exception of customers served under rates providing for direct power cost billing) in accordance with the following adjustments, if applicable. The Power Cost Recovery Factor (PCRF) shall be applied to each kWh sold in addition to any monthly minimum, contract minimum, or annual minimum charges and shall not apply toward satisfying any of said minimum charges.

The monthly charges shall be increased or decreased on a uniform per-kWh basis computed monthly as follows:

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

Where:

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

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

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

$$\text{B} = \text{D} \times \text{kWhs}$$

$$\text{D} = \text{Base power cost in \$ per kWh sold of } \$0.063796$$

kWhs= Total estimated energy sales for billing period (excluding credits or purchases from all suppliers that are applied directly to particular customers).

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

For the purpose of applying the billing adjustment to Outdoor Lighting (Section 720.13) and Street Lighting Service (Section 720.14), the average monthly kWh energy usage as shown for the light in use under the schedules will be applicable.

Tax Adjustment.

All bills shall be adjusted by the amount of any sales tax or other tax applicable to the sale of electric service.

Concho Valley Electric Cooperative, Inc. Tariff Classification and Rates Applicability: All Service Territory	Effective Date: 08-25-2022 Revision No.: 8 Section No.: 721.20 Sheet No.: 1 of 1
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MISCELLANEOUS CHARGES

The Cooperative has, in designated sections of this tariff, a description of the charges and fees which are for specific services rendered. The fees and charges are as follows:

A. Connect Fee – remote or trip made to location (Section 520)	\$40.00
B. Nonpayment remote meter connects and/or disconnect (Section 511)	\$40.00
C. Nonpayment trip to location (normal hours Section 511)	\$40.00
D. Nonpayment trip to location (other than normal hours Section 511)	\$65.00
E. Trip Charge (normal hours Section 420)	\$40.00
F. Trip Charge (other than normal hours Section 420)	\$150.00
G. Returned Check Charge (Section 521)	\$30.00
H. Delinquent Fee (Section 502)	5%
I. Opt-Out of Smart Meter Installation A onetime non-RF Meter installation fee (Section 817)	\$120.00
J. Monthly non-RF Meter manual meter reading fee (Section 817)	\$40.00
K. Tamper Fee - cut meter seal /pull meter (Section 817)	\$200
L. Tamper Fee – theft of services or other diversions (Section 506)	\$300
M. Meter test – 1 st request (Section 840)	no charge
Meter test – 2 nd request within 4 years & tests within standards	\$55.00
N. Re-design Fee – Fee for re-designing jobs (Section 620 & 625)	\$500

STANDARD SUPPLY VOLTAGE

General: One system of alternating current, 60 cycles per second, is supplied throughout the Cooperative's system. The voltage, number of phases, and type of metering which will be supplied depends upon the Cooperative's facilities available and upon the character, size and location of the load to be served. Therefore, the member shall consult the Cooperative before proceeding with the purchase or installation of wiring or equipment. To avoid misunderstanding, this information should be in writing.

It will not be considered a violation when voltage outside of the prescribed limits are caused by any of the following:

- A. Action of the elements
- B. Service interruptions
- C. Temporary separation of parts of the system from the main system
- D. Infrequent fluctuations not exceeding five (5) minutes duration
- E. Other causes beyond the control of the Cooperative.

Secondary: The standard secondary voltages described below are nominal and are subject to a plus or minus 5 percent variation:

Single-phase, 3-wire, 120/240 volts

Single-phase, 120/240 volts in conjunction with 240 volts, three-phase, 4-wire delta connection

Three-phase, WYE 120/208 Volts

Three-phase, WYE 277/480 volts

Three-phase, delta 240 volts *

Three-phase corner grounded delta 480 volts *

Three-phase delta 2,400 volts *

** Nonstandard, available on limited basis.*

Primary: The standard primary voltage described below are nominal and are subject to a plus or minus 5 percent variation:

Single-phase, 2-wire, 7,200 volts

Three-phase, 4-wire, 7,200/12,470 volts

Single-phase, 2-wire, 14,400 volts

Three-phase, 4-wire, 14.4/24.9 kV

SERVICE CONNECTIONS

General: The Cooperative will furnish and install only one service drop to a meter point. The consumer must furnish a point of attachment for the Cooperative's service facilities, which shall meet the requirements of the latest editions of the National Electric Code, the National Electric Safety Code, and Concho Valley Electric Cooperative, Inc. In addition, requirements of any municipal or local governing entities shall also be met. In the event these municipal or local guidelines do not meet or exceed the requirements of the National Electric Safety Code (NESC) and/or the National Electric Code (NEC), the municipal and/or local requirements shall be superceded by the provisions of the NESC and NEC. The point of attachment furnished by the consumer must be located at a point where the Cooperative facilities can be constructed at reasonable cost, and in accordance with sound engineering practices.

For supply service drops limited to 150 volts to ground, the point of attachment of a service drop to a building should be twelve (12) feet from the ground, but in no circumstance shall the attachment be less than ten (10) feet from the ground including the drip loop. For supply service drops limited to 300 volts to ground the point of attachment of a service drop should be twelve and a half (12.5) feet from the ground, but in no circumstance shall the attachment be less than ten and a half (10.5) feet from the ground including the drip loop. For structures of more than one story, the point of attachment of the service drop shall not be less than 15 feet or more than 25 feet above the ground. All attachments shall be at a height to permit a minimum clearance for conductors above ground and other surfaces as stated in Table 232-1, Vertical Clearance of Wires, Conductors, and Cables Above Ground, Roadway, Rail, or Water Surfaces of the latest edition of the National Electric Safety Code. When service wires are attached to a building other than of wood construction, a substantial form of support for the service rack is to be provided by the consumer or his contractor. The location of the support shall be designated by an authorized representative of the Cooperative. In case the building is not of sufficient height for service conductors to be at least twelve (12) feet from the ground, the owner shall furnish and maintain an adequate fixture to which the service wires may be attached.

Central Distribution Point Poles: When the consumer's service requirements are of such a nature that a central distribution point be located on a pole, the Cooperative will furnish and install the central distribution point pole for the attachment of the Cooperative's service facilities and the consumer may attach his required facilities to the pole.

Between Buildings and Households: The running of conductors from one building to another for the purpose of serving another household is not permissible, except upon written consent of the Cooperative.

Responsibility: The Cooperative's responsibility for installation and/or maintenance of service facilities shall not extend beyond the point of attachment to the consumer's building, central distribution point, or the electric power consumption measuring device.

Concho Valley Electric Cooperative, Inc. Tariff Electric Service Regulations	Effective Date: 08-22-02 Revision No.: Section No.: 812 Sheet No.: 1
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UNDERGROUND SERVICE STANDARDS

All lighting and power installations of more than two circuits shall be arranged for 3-wire or 4-wire service connection, depending upon the type of distribution established for that area. The Cooperative strongly recommends three wire service for all residential and rural consumers.

Single-Phase Underground Secondary Service from Overhead Distribution System: Single-phase 120/240 volt underground secondary service from an overhead distribution system shall be provided by the Cooperative, at the request of the property owner in accordance with the provisions set forth below:

The owner shall provide any easements necessary. The owner shall furnish and install a safety type fuse disconnect switch below the meter approved by the Cooperative and meet the standards of the National Electrical Code, which shall be accessible to the occupants of the premises being served and be of ample capacity to carry the connected load and to interrupt the fault current. The owner shall furnish and install the underground secondary.

- A. **New Consumer - Service to a Single Meter:** The Cooperative shall furnish, install and maintain the service conductors and required materials to the property line, or such other point approved by the Cooperative. The owner shall furnish and install the secondary in accordance with the Cooperative's requirements.

- B. **New Consumer - Service to Multiple Meter Installation or Multiple Groups of Meters:** The Cooperative shall furnish, install and maintain the necessary materials at or near the property line, or such other point as approved by the Cooperative. The owner shall furnish, install and maintain the underground secondary in accordance with Cooperative's requirements.

Concho Valley Electric Cooperative, Inc. Tariff Electric Service Regulations	Effective Date: 08-22-02 Revision No.: Section No.: 813 Sheet No.: 1
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TEMPORARY SERVICE

Less than one year: An applicant may be required to pay, at the time of making the contract for service, a sum equal to the estimated cost of installation and removal of the installation. Also, the usual deposit to guarantee payment of bills may be required.

The schedule or schedules applicable to the consumer's class of service are to be applied in their entirety during the period for which service is furnished.

The temporary service unit shall be constructed in accordance with the National Electric Safety Code and the Cooperative's specifications.

In addition to the normal meter bases, the temporary service unit shall have a current protected service panel and the necessary convenience outlets for use by the consumer.

The temporary service unit so served shall not be used by the consumer after the premises has been occupied or the construction of the premises has progressed to such a stage that the temporary service can be made permanent on the constructed premises.

Concho Valley Electric Cooperative, Inc. Tariff Electric Service Regulations	Effective Date: 08-22-02 Revision No.: Section No.: 814 Sheet No.: 1
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POINT OF DELIVERY FOR OVERHEAD DISTRIBUTION SYSTEM

General: The point of delivery of electric service shall be the point at which the lines of the Cooperative connect to the lines of the consumer. This point may be at the exterior of the building at a location most convenient for connection to the electric supply system or may be a meter pole.

Point Designation: Location of the point of delivery will be designated by authorized employees of the Cooperative, when requested, before consumer's electrical installation work is started. This will eliminate possible delay and added cost of relocating the point of delivery to provide required clearance from buildings and other utility companies' lines.

Clearances: Where a service connection cannot be made or maintained with adequate clearances without being interfered with by trees or other obstructions, it will be the responsibility of the consumer to provide adequate clearance.

Grouping of Meter: When new buildings are elected or old buildings are remodeled, in the rear of buildings facing the street, all locations of the point of delivery and the electric meters shall be grouped on the building located most convenient for connection to the electric supply system.

Subdivided Lots Easements: At locations where originally platted lots have been subdivided in such a manner that a service connection cannot be completed from the established utility reserve or easement to buildings on lots remote from the utility reserve without crossing other property, it will be the responsibility of the owners of such lots to extend their lines to a point near the utility reserve most convenient for connection to the electricity supply system, or provide appropriate easements to afford such connection.

Concho Valley Electric Cooperative, Inc. Tariff Electric Service Regulations	Effective Date: 08-22-02 Revision No.: Section No.: 815 Sheet No.: 1
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SERVICE ENTRANCES

General: All service entrances installed shall meet the requirements of the latest editions of the National Electric Safety Code, the National Electric Code, and Concho Valley Electric Cooperative, Inc. A minimum of 100 ampere service equipment shall be installed in all new dwellings. A minimum of 200 ampere capacity service equipment shall be installed in all electric homes. All self-contained service equipment connected to Concho Valley Electric Cooperative, Inc. shall be sized to service the connected load and shall be either 100 ampere, 200 ampere, or 300 ampere capacity service equipment

Pole or Building Requirements: Whenever the building is to be served by overhead wiring by a meter pole meter loop, the service entrance shall be completed with service switch and service cable starting inside the building at the service switch and extending directly to outside with sealable sill plate used and cable then run to meter loop. If desired, conduit or E.M.T. may be installed in place of cable. Each building shall have its own service and ground. All work shall conform to the National Electric Code, the National Electric Safety Code, and local wiring codes, or to other governing authorities, as to materials, sizes, capacities, and method used for the circumstances of the situation. In the event that local or other governing authorities' codes do not meet or exceed the requirements of the National Electric Code (NEC) and/or the National Electric Safety Code (NESC), the local or other governing authorities' codes shall be superceded by the NEC and/or NESC requirements.

Clearance: When a riser is used to obtain clearance the minimum size required is a two (2) inch rigid galvanized metallic conduit extending a minimum of twenty-four (24) inches above roof, or a maximum of forty-two (42) inches unless properly braced. Service drop conductors of 300 volts or less, which do not pass over other than a maximum of four (4) feet of the overhang portion of the roof for the purpose of terminating at a through roof service raceway or approved support may be maintained at a minimum of eighteen (18) inches from any portion of the roof over which they pass. An aluminum conduit is not acceptable for masts.

Load Center: Service load center may be either fused or circuit breaker type, flush or surface mounted, and shall be placed as near as possible to the entrance of the service conductors either inside or outside the building wall. If outside, this equipment must be of a type approved for outside exposure. Service entrances must be balanced so that an equal number of circuits are connected to each outside leg and neutral or to within one circuit either way. Load centers shall be of the dead front type. Service entrance conductors shall be provided with a readily accessible, main fused switch or a circuit breaker rated at full capacity of the service entrance conductors. This disconnecting means shall be manually operable. This may be of the type located at the service load center or outside, located at the bottom of the meter base. If outside, this equipment must be approved for outside exposure.

Concho Valley Electric Cooperative, Inc. Tariff Electric Service Regulations	Effective Date: 08-22-02 Revision No.: Section No.: 816 Sheet No.: 1
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METER LOOPS, METER BASES, AND METER POLE INSTALLATIONS

Meter Loops and Meter Bases: Meter loops will be furnished by the consumer and will remain the property of the consumer. The Cooperative will install the meter loop, including meter base, conduit, wire and multi-breaker, on the pole if the consumer desires, with the Cooperative furnishing the labor and the consumer being billed for the material used. Additional meter loop installation equipment, other than the meter pole for the service, beyond the source side of the top of the meter loop shall be installed and maintained at the consumer's expense.

Meter Pole Installations: If a consumer desires the installation of a meter pole, the Cooperative will furnish the pole on which the meter is installed and will run conductors large enough to this pole to provide a good quality service to the consumer. A meter pole service shall be required when more than one 60-amp service or two 30 amp services, in addition to the residential service entrance, is necessary to adequately supply power to the premises. A meter pole shall be installed in any case where a suitable building for mounting the service entrance is not available. All services and additional installations which are run from the meter pole are to be borne by the member.

Concho Valley Electric Cooperative, Inc. Tariff Electric Service Regulations	Effective Date: 03-25-2021 Revision No.: 3 Section No.: 817 Sheet No.: 1 of 2
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ELECTRIC METERS

All meter bases shall be installed on an exterior wall or meter pole with the center of the base not less than 5½ feet nor more than 6 feet above the finished grade level.

The member shall furnish and install suitable wiring within the meter enclosure or meter socket to permit the Cooperative to install the meter without any additional materials. In case of new residential construction requiring the relocation of the meter, the meter shall be relocated at the expense of the member.

For a single-phase installation of over 200 amperes and for all three-phase installations, the Cooperative will specify the type of metering equipment required before installation of same. When requested by the member, metering equipment may be moved at the member's expense.

All meters shall be placed ahead of all switches and fuses, unless otherwise agreed to, in writing, by the Cooperative.

No person, except employees of the Cooperative, shall alter, remove, or make any connections to a Cooperative's meter or service equipment. No meter seal may be removed or broken by anyone other than a Cooperative employee. If a meter seal is found broken and there is evidence of meter removal, the member will be billed a fee outlined in the Tariff Section 721.20.

MEMBERS REQUEST TO OPT OUT OF SMART METER INSTALLATION

Members who contact the Cooperative with concerns about having a smart meter installed on their property will be contacted by a cooperative employee who can discuss the member's concerns related to smart meters and who can also explain the capabilities, the limitations, and the benefits of a smart meter.

Members who wish to avoid having a smart meter to measure their power consumption shall be given their choice of the following options:

- A. The Cooperative will place the smart meter as far from a member's home/business as possible at the member's sole expense. The member will be responsible for the cost of installation, construction, and maintenance of all facilities from the metering point to the member's residence/business and will own all equipment between the meter and their home/business.

ELECTRIC METERS

- B. The Cooperative will agree to read or otherwise gather data from the smart meter no more than one (1) time every twenty-four hours.
- C. The Cooperative will install a non-RF meter at the member's request. The member will be charged, prior to installation, a one-time fee outlined in Tariff Section 721.20 and a recurring monthly manual-meter-reading fee outlined in Tariff Section 721.20.

The member must also return the "Standing Order to OPT OUT of CVEC Smart Meter Installation" with their notarized signature before the meter will be changed to a non-RF meter.

The Executive Vice President/CEO shall report to the Board any requests received to opt-out of smart-metering.

Concho Valley Electric Cooperative, Inc. Tariff Electric Service Regulations	Effective Date: 08-22-02 Revision No.: Section No.: 818 Sheet No.: 1
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CONSUMER'S WIRING

General: All electric wiring and equipment installed on the consumer's side of the "point of delivery" shall be at the consumer's expense and each consumer shall cause all premises receiving electric service pursuant to his membership to become and to remain wired in accordance with the specifications of the National Electric Safety Code and the National Electrical Code as approved by the American Standards Association, and the Cooperative.

Responsibility: Each consumer shall be responsible for, and shall indemnify the Cooperative and any other person against injury, loss or damage resulting from any defect in or improper use or maintenance of such premises and all wiring and apparatus connected thereto or used thereon.

In no event shall the responsibility of the Cooperative extend beyond the point at which its service wires are attached to the meter loop, (source side of the top of the meter loop), provided for measuring electricity used on such premises.

Unsafe Installations: The Cooperative may refuse to make a connection when it has information or cause to believe that any installations on the consumer's premises are unsafe.

Changes in Consumer's Wiring: In the event a consumer shall add to or increase the size of his electrical equipment, he shall notify the Cooperative so that its meter and other equipment may be enlarged sufficiently to care for the increased load. If the consumer fails to so notify the Cooperative, he will be held responsible for any damage to the meter or other equipment of the Cooperative caused by such increased load.

Concho Valley Electric Cooperative, Inc. Tariff Electric Service Regulations	Effective Date: 10-27-2022 Revision No.: 5 Section No.: 825.2 Sheet No.: 1 of 5
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DISTRIBUTED GENERATION FACILITIES
100 KW AND LESS

This tariff applies to the interconnection of Distributed Generation Facilities owned and operated by the Member for the Member's own use where the Distributed Generation Facilities are equal to or greater than 1 kW DC and equal to or less than 100 kW DC maximum rated output, as determined by the equipment manufacturer, connected behind a single Cooperative meter to the Member and in accordance with the Cooperative's service rules and regulations.

The Distributed Generation Facilities output may only be used to supply the Member's on-site retail electricity requirements with any excess sold to Cooperative as hereafter provided.

The Member may connect multiple Distributed Generation Facilities on the Member's side of the Cooperative's single meter to the Member, but the total of the connected maximum rated output shall not exceed 100 kW DC.

See also Tariff 720.54.

Obtaining Interconnection:

Any person owning or operating a Distributed Generation Facility (hereafter "Member") and desiring to interconnect with the Cooperative's system shall:

1. **Comply with Tariff:** Apply for interconnection, provide an easement satisfactory to the Cooperative, and otherwise comply with the tariff of the Cooperative.
2. **Provide Information:** Member shall submit a plan showing the electrical design of the generating installation, including equipment for interconnection with the Cooperative's system. The Member shall also provide such additional information as may be required by the Cooperative. In the event Member's plan involves the use of non-standard equipment or design techniques, the Cooperative may require such plan be approved by a registered professional engineer. Any review or acceptance of such plan by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of Member's equipment to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost effectiveness, safety, durability or reliability of generating installations.
3. **Pre-Inspection:** Schedule a pre-inspection of the interconnection service site with the Cooperative.

DISTRIBUTED GENERATION FACILITIES
100 KW AND LESS
(Continued)

4. **Pay for Extension of Cooperative's Facilities:** Comply with conditions for extension of the Cooperative's distribution system as may be determined by the Cooperative in accordance with the following extension policy:

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

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

5. **Sign Contract:** Sign and deliver to the Cooperative an Agreement for Interconnection of Distributed Generation 100 kW DC or less, the form of which has been approved.
6. **Complete Construction:** Construct the Distributed Generation Facilities and install a disconnect switch and other protective equipment shall be required by the Cooperative to protect its personnel, facilities and operations.
7. **Comply with Laws:** Comply with applicable Federal, state, and local laws, ordinances and regulations applicable to Distributed Generation Facilities.
8. **Notify Cooperative:** Notify the Cooperative in writing at least seven (7) days in advance that the small Distributed Generation Facilities are ready for energization pending post-inspection. The Cooperative must complete post-inspection prior to energization.
9. **Post-Inspection:** Prior to full interconnection, schedule a post-inspection of the interconnection service site with the Cooperative.
10. **Eliminate Conditions Preventing Interconnection:** In the event that it comes to the attention of the Cooperative that there are conditions preventing safe interconnection, it shall notify Member and Member shall not interconnect and operate until such conditions are corrected and Member has provided at least ten (10) days written notice to the Cooperative.

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DISTRIBUTED GENERATION FACILITIES
100 KW AND LESS
(Continued)

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

Parallel Operation

1. **Installation:** With the exception of only the Cooperative's meter(s), the Member shall own and be solely responsible for all expense, installation, maintenance and operation of the Distributed Generation Facilities at and beyond the point where Member's conductors contact Cooperative's conductors. The Member's Distributed Generation Facilities shall be designed and installed in accordance with applicable codes, regulations and prudent engineering practice.

2. **Self Protected Generating Installation:** The Member will furnish, install, operate and maintain in good order and repair all equipment necessary for the safe operation of the Distributed Generation Facilities in parallel with the Cooperative's electric distribution system. The equipment will have the capacity to both establish and maintain synchronism with the Cooperative's system and to automatically disconnect and isolate the Distributed Generation Facilities from the Cooperative's system in the event of an outage of the Cooperative's system or a malfunction of the power generating installation.

The Member's Distributed Generation Facilities will also be designed, installed and maintained to be self-protected from normal and abnormal conditions in the Cooperative's electric distribution system. The conditions for which the Distributed Generation Facilities shall be self-protected shall include, but not be limited to, overvoltage, undervoltage, overcurrent, frequency deviation, and faults. The self-protection will be compatible with the Cooperative's system protection arrangements and operating policies. Specialized protective functions may be required by the Cooperative when, in the sole judgement of the Cooperative, the particular generating installation characteristics and/or distribution system characteristics so warrant.

3. **Quality of Service:** Members' Distributed Generation Facilities will, at a minimum, meet the quality requirements as set forth by the Public Utilities Commission substantive rules sec. 25.212(c). In the event that the power factor is less than ninety-eight percent (98%) lagging or leading, the Member will provide proper power factor correction—within two-percent (2%) of unity—or reimburse the Cooperative for the cost of any necessary correction.

The overall quality of the power provided by Member including, but not limited to, the effects of harmonic distortion, voltage regulation, voltage flicker, switching surges and power factor, will be such that the Cooperative's electric distribution system is not adversely affected in any manner. In the event that adverse effects are caused in whole or in part by Member's Distributed Generation

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DISTRIBUTED GENERATION FACILITIES
100 KW AND LESS
(Continued)

Facilities, the Member will correct the cause of such effects or reimburse the Cooperative for the cost of any required correction.

- 4. **Safety Disconnect:** The Member shall provide and install at the Member's expense, a visible break disconnect switch. The disconnect switch will be located so as to be readily accessible to Cooperative personnel in a location acceptable to both the Member and the Cooperative. It shall be the type of switch which can be secured in an open position by a Cooperative padlock. The Cooperative shall have the right to lock the switch open whenever, in the judgment of the Cooperative, (1) it is necessary to maintain safe electrical operating or maintenance conditions, (2) the Member's Distributed Generation Facilities adversely affects the Cooperative's electric distribution system, or (3) there is a system emergency or other abnormal operating condition which warrant's disconnection.

The Cooperative reserves the right to operate the disconnect for the protection of the Cooperative's system, even if it affects the Member's Distributed Generation Facilities. In the event the Cooperative opens and closes the disconnect switch, it shall not be responsible for energization or restoration of parallel operation of the generating installation. The Cooperative will make reasonable efforts to notify the Member in the event the disconnect switch has been operated. The Member will not bypass the disconnect switch at any time for any reason.

- 5. **Access:** Persons authorized by the Cooperative will have the right to enter the Member's property for the purpose of operating or inspecting the disconnect switch or metering. Such entry onto the Member's property may be without notice. If the Member erects or maintains locked gates or other barriers, the Member will furnish the Cooperative with a convenient means to circumvent the barrier for access to the disconnect switch and meter(s).
- 6. **Liability for Injury and Damages:** The Member assumes full responsibility for electric energy furnished to him at and past the point of interconnection and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises owned or operated by Member arising from electric power and energy delivered by the Cooperative or in any way arising directly or indirectly from Member's generating installation except (1) when the negligence of Cooperative or its agent or agents was the sole proximate cause of injuries including death therefrom, to Member or to employees of Member or in the case of a residential Member/Member, to all members of the household; and (2) as to all other injuries and damages, to the extent that injuries or damages are proximately caused by or result in whole or in part from (a) any negligence of Cooperative or its agent(s) independent of and unrelated to the maintenance of Cooperative's facilities or any condition on Member's premises or (b) the breach by Cooperative of any provision

Concho Valley Electric Cooperative, Inc. Tariff Electric Service Regulations	Effective Date: 10-27-2022 Revision No.: 5 Section No.: 825.2 Sheet No.: 5 of 5
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DISTRIBUTED GENERATION FACILITIES
100 KW AND LESS
(Continued)

of any contract regarding purchase and/or sale of electrical energy or service between Cooperative and Member.

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

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

- 7. **Metering:** The Cooperative will meter the Member’s load by a single two register meter or two individual meters.

The meter(s) will, by comparison with accurate standards, be tested and calibrated as often as necessary. The Member or the Cooperative may reasonably request such tests, and shall be given notice of not less than five (5) working days when such tests are to be made. Both the Member and the Cooperative will have the right to be present at such tests. If a meter is found to be inaccurate, it shall be restored to an accurate condition or replaced.

- 8. **Purchases:** The Member shall be compensated based upon Avoided Cost for electricity produced by the Member owned Distributed Generation Facility in excess of on-site requirements. The Cooperative shall purchase such excess production from the Member during each billing period at Avoided Cost.

Avoided Cost, for purposes of this tariff, shall be the Cooperative’s power supplier’s avoided cost as calculated and provided to the Cooperative by its power supplier for the applicable period.

Definitions:

Member means any person, firm, corporation, partnership, or other entity owning or operating a Distributed Generation Facility.

Concho Valley Electric Cooperative, Inc.
Tariff
Electric Service Regulations

Effective Date: 08-22-02
Revision No.:
Section No.: 830
Sheet No.: 1

POWER FACTOR CORRECTION

Where the overall power factor of the consumer's load is less than 90 percent lagging, the Cooperative may require the consumer to install, at his own expense, equipment to correct the power factor. The Cooperative reserves the right to measure the power factor at any time.

Concho Valley Electric Cooperative, Inc.
Tariff
Electric Service Regulations

Effective Date: 08-22-02
Revision No.:
Section No.: 831
Sheet No.: 1

MULTI-PHASE SERVICE

When multi-phase service is furnished, the consumer will at all times maintain a reasonable balance of load between the phases.

Concho Valley Electric Cooperative, Inc.
Tariff
Electric Service Regulations

Effective Date: 08-22-02
Revision No.:
Section No.: 832
Sheet No.: 1

SPECIAL LOADS REQUIRING ADDITIONAL EQUIPMENT

The consumer must furnish the additional facilities, protective devices, or corrective equipment necessary to protect the consumer's equipment and prevent interference to the Cooperative's other consumers, if the consumer's load characteristics make this necessary.

In the event the Cooperative provides such additional facilities, protective devices, or corrective equipment, the additional cost will include the expense of installation, operation, maintenance and amortization of required facilities.

Concho Valley Electric Cooperative, Inc.
Tariff
Electric Service Regulations

Effective Date: 08-22-02
Revision No.:
Section No.: 833
Sheet No.: 1

INTERMITTENT POWER LOADS

General: Because of their disturbing influence to the service of other consumers; hoists, elevators, furnaces, welding machines, and other equipment where the use of electricity is intermittent or subject to violent fluctuations, may be served separately or may be served with other light and power equipment at the rate applicable, and the minimum bill may be modified.

Requiring Special Equipment: When special equipment is required to furnish service to intermittent power loads, the consumer may be required to make suitable payments if such expenditures are in excess of an amount justified by the expected revenue.

Transformer Type Arc Welders: The residential and commercial consumers who are not served by an individual transformer may connect individual transformer type arc welders having maximum rated primary input current not to exceed 20 amperes for 120 volt operation and those not to exceed 40 amperes for 240 volt operation. The minimum bill of these consumers is to be determined by the schedule under which they are served.

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METER TESTING

General: The Cooperative will continually extend every effort to maintain a high standard of accuracy by a routine meter testing program, spot testing, and testing by request of the consumer.

Time and Location of Test: Such test shall be made during normal working hours at a time convenient to the Cooperative and if the consumer desires to observe the test, then the test will also be made at a time convenient to the consumer. At the Cooperative's discretion, the meter may be tested at the Cooperative's test facility or at the facility of such person authorized by the Cooperative to perform meter tests.

Request and Charge for Test: Upon written request from a member, the Cooperative will test the accuracy of the meter in question. Should the member-consumer request another meter test within a four (4) year period of any other test requested by the member-consumer, and should the meter be found to be in error by no more than 2% under standard conditions of testing, the Cooperative shall charge the consumer a fee of \$55.00 for such testing. Such fee is charged for a portion of the cost of the testing, whether done by the Cooperative or by its authorized agent, plus the cost of travel to and from the member-consumer's premises to remove and replace the meter and the cost of such removal and replacement.

The Cooperative will promptly advise the member-consumer of the results of the test, including the date the meter was removed, the date of the test, and who made the test.

If the meter is found to be in error in excess of 2% under standard conditions of testing, the Cooperative shall bear the cost of testing the meter.

RELOCATION OF LINE AND REMOVAL OF LINES

The Cooperative will relocate its lines when such relocation is necessary, practical, and justified.

The Cooperative will also move or remove its poles for members, property owners, and others when and wherever possible and practical, at the expense of the party making the request.

The person or agency requiring the relocation of the Cooperative's lines shall provide the Cooperative with suitable right-of-way for relocation facilities, if needed, at no expense or inconvenience to the Cooperative.

System improvement credits may be granted where applicable at the discretion of the Executive Vice President/CEO.

Include relocation of pole for new loads or increased loads.

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IDLE SERVICE

An Idle Service is when a service has been at an inactive (disconnected) status for one (1) year or longer. While a location is an Idle Service, no revenue is generated to offset the cost to maintain the service to that specific location. This incurs unnecessary costs to the Cooperative membership in the form of line loss, property taxes, and administrative costs.

- A. Notification by certified letter will be made to the property owner (and Member who last took service, if different) that an Idle Service(s) is located on property owned or once controlled by them. The property owner/Member will have two options:
 - 1. Within fourteen (14) days of the date of the notification, request the Cooperative, at its convenience, to remove the Idle Service with no upfront costs to the Member; or
 - 2. Within fourteen (14) days of the date of the notification, request the Cooperative to activate the Idle Service which may require upfront costs to the Member, such as a membership fee, deposit and contribution in aid, and monthly charges in accordance with the Tariff.
- B. If the Cooperative does not receive a response from the property owner/Member within the above time period, the Cooperative will remove the Idle Service as time permits. No further notification will be sent to the property owner/Member.
- C. If the Idle Service is removed and electric service is requested in the future, the work performed will be completed in conformity with the applicable line extension policy as directed by the Tariff.
- D. Notwithstanding the foregoing, if the Cooperative is made aware of an electric account's status that is in dispute in a court of law or other bona-fide dispute, then the Cooperative will not deem the electric account to be an Idle Service until the court resolves the dispute and the court orders that the electric service should be removed or it is confirmed from both parties that the bona-fide dispute has been resolved.