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## II. RATE SCHEDULES

The Cooperative is not responsible for ensuring the Member is billed the most favorable rate. It is the Member's responsibility to ensure placement in the appropriate rate class and that applicable discounts are applied.

### 201.1 General Service.

#### A. Availability.

1. Residential and Farm/Ranch – Service to individually metered residences, farms, ranches and their facilities. Service to multiple dwelling units, unless separately metered, shall be billed in accordance with the Cooperative's appropriate commercial rate. Non-residential loads in excess of ten kilowatts (10 kW) shall be separately metered and billed on the applicable rate schedule. Pumping loads in excess of ten horsepower (10 HP) shall also be separately metered and billed under the applicable rate schedule. This rate specifically excludes hot-house operations, egg and/or chicken operations, and any other commercial endeavors. Service to individually metered private dwellings used for rental income shall be assessed the appropriate taxes.
2. Apartment Complexes, Condominiums, Mobile Home Units -- Owner, operator, landlord or lessor who provides residential/dwelling units ("unit") for lease or rent and require continued service during periods of vacancy are required to apply for electric service for each unit and are subject to the conditions of set forth in the Tariff. Owner, operator, landlord or lessor is obligated to pay for such electric service but will not be required to pay an activation fee for each time a vacancy occurs. Tenants may request disconnection of electric service for their individual account, after which electric service will be disconnected as soon as reasonably possible unless Owner, operator, landlord or lessor has applied for continued service. Owner, operator, landlord or lessor who applies for continued service is obligated to pay for service during any periods of vacancy. Owners, operators, landlords or lessors are responsible for providing notice to the Cooperative of account updates and move-ins and move-outs of tenants immediately upon such information becoming available. Owner, operator, landlord or lessor shall notify the Cooperative of any sale or change in status of the ownership/landlord or lessor status related to the location. Owner, operator, landlords or lessors shall provide notice to the Cooperative of any change of address.
3. Rural Recreation – Service to non-profit, community recreational projects such as arenas, playgrounds, ball parks, golf courses, and other facilities of a similar nature whose uses are not covered by another specific rate.
4. Churches and Parsonages – Service to individually metered church facilities having demands of less than 50 kW.
5. Schools – Service to individually metered school facilities having demands of less than 50 kW.
6. General – If any portion of a private dwelling is open to the public for the conduct of business, the electric energy consumed for that purpose shall be separately metered and billed in accordance with the Cooperative's appropriate commercial rate. If circuits for separate metering are not

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provided by the Member, the entire premises shall be classified as non-residential and billed accordingly.

B. Character of Service.

Alternating current, 60 Hertz, at available secondary voltages. Frequency and voltage shall be subject to reasonable variation. The Cooperative cannot guarantee there will be no interruptions in electric service and is not responsible for any damages which may result from voltage variations, whether or not they are within reasonable tolerances.

C. Rates.

Service Availability Charge	\$22.50 per month
Bluebonnet Service Charge	\$0.033047 per kWh
Wholesale Power Charge	\$0.058936 per kWh
Power Cost Recovery Factor	See section 202.1

D. Billing Adjustments.

This rate is subject to all billing adjustments. Bluebonnet is not responsible for ensuring discounts and/or the most favorable rate.

E. Terms of Payment.

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

F. Conditions of Service.

1. Service to the Member shall be subject to the rules, regulations, Tariffs, Bylaws, Articles of Incorporation, policies and procedures of the Cooperative.
2. The Member's electric wiring facilities shall conform to the Cooperative, City, State, and National electric codes.
3. The Member shall not resell or share electric service with others.
4. The Member shall be billed for all applicable franchise fees.

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## 201.2 Commercial Service.

### Availability.

Available to all commercial and industrial Members and other Members whose electric requirements for all uses are less than fifty kW (50 kW), and where usage is not covered in a specific rate schedule. Requirements of 50 kW and above will be billed on Large Power rate schedule(s).

### B. Character of Service.

Alternating current, 60 Hertz, at available secondary voltages. Frequency and voltage shall be subject to reasonable variation. The Cooperative cannot guarantee there will be no interruptions in electric service and is not responsible for any damages which may result from voltage variations, whether or not they are within reasonable tolerances.

### C. Rates.

#### Single-Phase Service –

Service Availability Charge	\$30.00 per month
Bluebonnet Energy Charge	\$0.037214 per kWh
Wholesale Energy Charge	\$0.058936 per kWh
Power Cost Recovery Factor	See section 202.1

#### Three-Phase Service –

Service Availability Charge	\$50.00 per month
Bluebonnet Energy Charge	\$0.039114 per kWh
Wholesale Energy Charge	\$0.058936 per kWh
Power Cost Recovery Factor	See section 202.1

### D. Billing Adjustments.

This rate is subject to all billing adjustments. The Cooperative is not responsible for ensuring the Member receives all applicable Discounts and/or the most favorable rate.

### E. Terms of Payment.

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

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F. Conditions of Service.

1. Service to the Member shall be subject to the rules, regulations, Tariffs, Bylaws, Articles of Incorporation, policies and procedures of the Cooperative.
2. The Member's electric wiring facilities shall conform to the Cooperative, City, State, and National electric codes.
3. The Member shall not resell or share electric service with others.
4. The Member shall be billed for all applicable franchise fees.

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### 201.3 Large Power.

A. Availability

Available to all commercial and industrial Members whose electric requirements for all uses are between fifty kilowatts (50 kW) and two hundred fifty kilowatts (250 kW), and whose uses are not covered by a specific rate schedule.

B. Character of Service.

Alternating current, 60 Hertz, at available primary or secondary voltages. Frequency and voltage shall be subject to reasonable variation. The Cooperative cannot guarantee there will be no interruptions in electric service and is not responsible for any damages which may result from voltage variations, whether or not they are within reasonable tolerances.

C. Rates.

Service Availability Charge	\$75.00 per meter per month
Demand Charge	\$5.00 per Billing kW
Bluebonnet Energy Charge	\$0.015091 per kWh
Wholesale Energy Charge	\$0.058936 per kWh
Power Cost Recovery Factor	See section 202.1

D. Demand.

The demand shall be the maximum kilowatt (kW) demand established by a Member for any thirty (30) minute interval during the billing month but not less than 50 kW.

E. Billing Adjustments.

This rate is subject to all billing adjustments. The Cooperative is not responsible for ensuring the Member receives all applicable Discounts and/or the most favorable rate.

G. Terms of Payment.

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

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H. Primary Service Discount.

If service is furnished at primary distribution voltage and the Member provides transformation, a discount of three percent (3%) shall apply to the Demand and Energy charges. This discount shall not apply to billing adjustments.

I. Conditions of Service.

1. Service to the Member shall be subject to the rules, regulations, Tariffs, Bylaws, Articles of Incorporation, policies and procedures of the Cooperative.
2. The Member's electric wiring facilities shall conform to the Cooperative, City, State and National electric codes.
3. The Member shall not resell or share electric service with others.
4. The Member shall be billed for all applicable franchise fees.

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#### **201.4 Large Power > 250 kW.**

A. Availability

Available to all commercial and industrial Members whose electric requirements for all uses are between two hundred fifty kilowatts (250 kW) and One Megawatt (1MW), and whose uses are not covered by a specific rate schedule.

B. Character of Service.

Alternating current, 60 Hertz, at available primary or secondary voltages. Frequency and voltage shall be subject to reasonable variation. The Cooperative cannot guarantee there will be no interruptions in electric service and is not responsible for any damages which may result from voltage variations, whether or not they are within reasonable tolerances.

C. Rates.

Service Availability Charge	\$150.00 per meter per month
Demand Charge	\$6.00 per Billing kW
Bluebonnet Energy Charge	\$0.009578 per kWh
Wholesale Energy Charge	\$0.058936 per kWh
Power Cost Recovery Factor	See section 202.1

D. Demand.

The demand shall be the maximum kilowatt (kW) demand established by a Member for any thirty (30) minute interval during the billing month but not less than 250 kW.

E. Billing Adjustments.

This rate is subject to all billing adjustments. The Cooperative is not responsible for ensuring the Member receives all applicable Discounts and/or the most favorable rate.

J. Terms of Payment.

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

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K. Primary Service Discount.

If service is furnished at primary distribution voltage and the Member provides transformation, a discount of three percent (3%) shall apply to the Demand and Energy charges. This discount shall not apply to billing adjustments.

L. Conditions of Service.

1. Service to the Member shall be subject to the rules, regulations, Tariffs, Bylaws, Articles of Incorporation, policies and procedures of the Cooperative.
2. The Member's electric wiring facilities shall conform to the Cooperative, City, State and National electric codes.
3. The Member shall not resell or share electric service with others.
4. The Member shall be billed for all applicable franchise fees.



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## 201.5 Pumping Service.

### A. Availability.

This rate shall apply to all pumping installations to which a specific rate is not applicable. Lighting and/or heating, which is directly related to such pump installation, shall be included.

### B. Character of Service.

Alternating current, 60 Hertz, at available secondary voltages. Frequency and voltage shall be subject to reasonable variation. The Cooperative cannot guarantee there will be no interruptions in electric service and is not responsible for any damages which may result from voltage variations, whether or not they are within reasonable tolerances.

### C. Rates.

Service Availability Charge	\$60.00 per meter per month
Bluebonnet Energy Charge	\$0.043482 per kWh
Wholesale Energy Charge	\$0.058936 per kWh
Power Cost Recovery Factor	See section 202.1

### D. Billing Adjustments.

This rate is subject to all billing adjustments. The Cooperative is not responsible for ensuring the Member receives all applicable Discounts and/or the most favorable rate.

### E. Terms of Payment.

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

### F. Conditions of Service.

1. Service to the Member shall be subject to the rules, regulations, Tariffs, Bylaws, Articles of Incorporation, policies and procedures of the Cooperative.
2. The Member's electric wiring facilities shall conform to the Cooperative, City, State, and National electric codes.
3. The Member shall not resell or share electric service with others.
4. The Member shall be billed for all applicable franchise fees.

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## 201.6 Lighting Service.

### A. Availability.

Applicable to electric service for dusk-to-dawn lighting to Members of the Cooperative, including single or multiple installations such as private thoroughfares, subdivisions, parks or any outdoor applications where the Cooperative's existing facilities, suitable to the installation, are available and in accordance with the conditions of service hereunder.

### B. Character of Service.

Single-phase, 60 Hertz, at 120/240 Volts. Frequency and voltage shall be subject to reasonable variation. The Cooperative cannot guarantee there will be no interruptions in electric service and is not responsible for any damages which may result from voltage variations, whether or not they are within reasonable tolerances.

### C. Rate.

#### Un-Metered Installations

175 Watt Mercury Vapor	@	\$10.40 per month per light
100 Watt Hi-Pressure Sodium	@	\$10.57 per month per light
250 Watt Hi-Pressure Sodium	@	\$14.68 per month per light
400 Watt Hi-Pressure Sodium	@	\$19.67 per month per light
<b>(Hi-Pressure Sodium and Mercury Vapor lights are no longer available for new installations.)</b>		
53 Watt LED	@	\$10.57 per month per light
94 Watt LED	@	\$14.68 per month per light
140 Watt LED	@	\$19.67 per month per light
Power Cost Recovery Factor		See section 202.1

#### Metered Installations

175 Watt Mercury Vapor	@	\$5.78 per month per light
100 Watt Hi-Pressure Sodium	@	\$7.80 per month per light
250 Watt Hi-Pressure Sodium	@	\$8.52 per month per light
400 Watt Hi-Pressure Sodium	@	\$9.81 per month per light
<b>(Hi-Pressure Sodium and Mercury Vapor lights are no longer available for new installations.)</b>		
53 Watt LED	@	\$9.49 per month per light
94 Watt LED	@	\$12.71 per month per light
140 Watt LED	@	\$16.82 per month per light
Power Cost Recovery Factor		See section 202.1

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Adjustment for Multiple Units

Cities and/or communities installing public lighting under this schedule in quantities of ten (10) or more lights shall qualify for a discount of \$0.50 per month per light. Cities and communities qualifying for said discount shall receive only one invoice per month for the total number of lights installed and the responsibility of collection for the individual lights lies with the city or community. Relocation of fixtures and related appurtenances shall be governed by the Cooperative's construction policies and procedures, and all costs associated therewith shall be the responsibility of the party requesting relocation.

D. Billing Adjustments

This rate is subject to all billing adjustments. The Cooperative is not responsible for ensuring the Member receives all applicable Discounts and/or the most favorable rate.

E. Terms of Payment.

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

F. Conditions of Service.

1. Service to the Member shall be subject to the rules, regulations, Tariffs, Bylaws, Articles of Incorporation, policies and procedures of the Cooperative.
2. The Member shall request the installation for the desired light and upon activation, Member shall pay all expenses incurred for monthly services and service shall be automatically extended from month to month until the Member or Cooperative gives notice of desire to terminate.
3. The Cooperative will install on existing facilities and maintain one or more lights, all necessary equipment at each installation without cost to the Member, except that costs of repair or damage due to vandalism shall be billed to and paid by the Member.
4. If the Member requests to relocate an existing light or change-out for a different wattage, a \$125.00 standard service upgrade charge shall be billed.
5. Security light installations and related appurtenances shall be owned, operated, and maintained on the security light by the Cooperative unless the Cooperative indicates otherwise.
6. It shall be the Member's responsibility to notify the Cooperative of any necessary maintenance on the security light.
7. Security light installations shall only be maintained by the Cooperative during normal working hours.

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8. Security light installations may be inoperative for a period within a month, but such period shall not cause the net rate per month to be adjusted.
9. Security light installations may be installed on a temporary basis in accordance with rules, regulations, Tariffs, Bylaws, Articles of Incorporation, policies and procedures of the Cooperative covering temporary electric service.
10. In the event that a Member desires an additional wood pole for a particular light installation, the Member shall be required to pay the actual cost of the required facilities as a non-refundable contribution-in-aid-of-construction (CIAC) prior to the facilities being constructed.
11. A switch will be installed at the request of the Member for a non-refundable fee of \$55.00 to enable the Member to switch the light off and on. No reduction in the monthly rate will be allowed as a result of this switching privilege.
12. Monthly energy use for security light installations under this schedule are estimated at:

175 Watt Mercury Vapor	@	75 kWh per month per light
100 Watt Hi-Pressure Sodium	@	45 kWh per month per light
250 Watt Hi-Pressure Sodium	@	100 kWh per month per light
400 Watt Hi-Pressure Sodium	@	160 kWh per month per light
53 Watt LED	@	20 kWh per month per light
94 Watt LED	@	38 kWh per month per light
140 Watt LED	@	56 kWh per month per light

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13. Member requests for lighting facilities other than standard (wood poles, overhead conductor, and standard night watchman fixture) shall require the Member to pay the cost difference between the Member's request and the standard installation.
14. If the 175 Watt Mercury Vapor Light or Hi-Pressure Sodium Light requires maintenance limited to replacing the bulb, control or shade, the Cooperative shall replace the parts as needed. If the fixture requires maintenance, the 175 Watt Mercury Vapor Light or Hi-Pressure Sodium Light will be replaced with a comparable LED light.
15. The 175 Watt Mercury Vapor Light and 100, 250, 400 Watt Hi-Pressure Sodium Light are no longer available for new installations.
16. The Member shall be billed for all applicable franchise fees.

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**201.7 Public Lighting (Not available to new Applicants).**

A. Availability.

Applicable to metered electric service for lighting public thoroughfares and traffic lamps for a term of not less than one year, where the extension of such facilities by the Cooperative does not exceed one lineal foot for each watt of capacity. In no case will the Cooperative extend service under this schedule for less than 300 watts of lighting for each unit installed.

B. Character of Service.

Alternating current service, single-phase, 60 Hertz, at 120/240 Volts, either series or multiple systems or in combination, at the option of the Cooperative. Frequency and voltage shall be subject to reasonable variation. The Cooperative cannot guarantee there will be no interruptions in electric service and is not responsible for any damages which may result from voltage variations, whether or not they are within reasonable tolerances.

C. Rate.

Service Availability Charge	\$35.00 per month
Bluebonnet Energy Charge	\$0.118235 per kWh
Wholesale Energy Charge	\$0.058936 per kWh
Power Cost Recovery Factor	See section 202.1
Maintenance Charge	Lamps shall be furnished or paid for by the Member and/or Members at the next regular billing.

D. Terms of Payment.

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

E. Relocation of Lamps.

The Cooperative shall, at the request of the Member, relocate or change existing equipment. The Member shall reimburse the Cooperative for such changes at actual cost, including appropriate overheads.

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F. Metering.

All energy consumed under this schedule shall be metered excepting installations where, in the opinion of the Cooperative, metering would be impractical. When the consumption is metered, the meters shall be installed in or connected to the lighting circuit and the billing shall include the energy delivered to and consumed in all circuits and equipment used exclusively for street lighting purposes. If more than one meter is used, the readings shall be consolidated for billing purposes.

When the energy is not metered and/or found to be in error, the consumption for billing purposes shall be computed from the rated capacity of the lamps plus five percent (5%) for losses, multiplied by the number of hours of use.

G. Billing Adjustments.

This rate is subject to all billing adjustments. The Cooperative is not responsible for ensuring the Member receives all applicable Discounts and/or the most favorable rate.

H. Conditions of Service.

1. Service to the Member shall be subject to the rules, regulations, Tariffs, Bylaws, Articles of Incorporation, policies and procedures of the Cooperative.
2. The Member's electric wiring facilities shall conform to the Cooperative, City, State, and National electric codes.
3. The Member shall not resell or share electric service with others.
4. The Members shall be allowed to consume the kilowatts (kW) or kilowatt hours (kWh) at the applicable rate herein, for the monthly service charges.
5. It shall be the Member's responsibility to notify the Cooperative of any necessary maintenance on the lighting system.
6. In addition to the above charges, the Member will be billed for all taxes applicable to the sale of electricity, including, but not limited to, sales, gross receipts, and franchise taxes.

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**201.8 Key Account (KA) < 1 MW (Not available to new Applicants and/or new Installations)**

A. Availability.

Available to all commercial and industrial Members whose electric requirements for all uses are three hundred kilowatts (300 kW) or greater and subject to the availability of power from the Cooperative's wholesale power provider throughout the term of the service.

B. Character of Service.

Alternating current, 60 Hertz, at available primary or secondary voltages. Frequency and voltage shall be subject to reasonable variation. The Cooperative cannot guarantee there will be no interruptions in electric service and is not responsible for any damages which may result from voltage variations, whether or not they are within reasonable tolerances.

C. Rates.

Wholesale Power Cost	\$0.058936 per kWh
Service Availability Charge	\$600.00 per month
Demand Charge	\$6.50 per Billing kW
Energy Charge	\$0.000000 per kWh
Power Cost Recovery Factor	See section 202.1

D. Billing Demand.

The billing demand shall be the greater of

1. The maximum kilowatt (kW) demand established by a Member for any thirty (30) minute interval during the current billing month or
2. Three hundred kilowatts (300 kW).

E. Billing Adjustments.

This rate is subject to all billing adjustments by the Cooperative's wholesale power provider or the Cooperative. The Cooperative is not responsible for ensuring the Member receives all applicable Discounts and/or the most favorable rate.

F. Terms of Payment.

Each bill for utility service(s), regardless of the natures of the service(s), is due 16 days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next business day. If full payment is not received in the office of the Cooperative on or before the date such bill is due, the gross amount (including late payment fee) shall be due and the Member's account will be considered delinquent and subject to disconnection if not paid.



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G. Primary Service Discount.

If service is furnished at primary distribution voltage and the Member provides transformation, a discount of three percent (3%) shall apply to the Cooperative's Demand and Energy charges. This discount shall not apply to billing adjustments.

H. Conditions of Service.

1. Service to the Member shall be subject to the rules, regulations, Tariffs, Bylaws, Articles of Incorporation, policies and procedures of the Cooperative.
2. The Member shall comply with the Cooperative's Wholesale Power Supplier's Terms and Conditions for Key Account Service.
3. The Member's electric wiring facilities shall conform to the Cooperative, City, State, and National Electric Codes.
4. The Member shall not resell or share electric service with others.
5. The Member shall be billed for all applicable franchise fees.

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### **201.9.1 Key Account (KA) > 1 MW – Distribution Primary and Secondary Level Service**

A. Availability.

Available to all commercial and industrial Members whose electric requirements for all uses are one megawatt (1 MW) or greater and receives distribution primary or secondary service. Rate availability is subject to the availability of power from the Cooperative's wholesale power provider throughout the term of the service.

B. Character of Service.

Alternating current, 60 Hertz, at available primary or secondary voltages. Frequency and voltage shall be subject to reasonable variation. The Cooperative cannot guarantee there will be no interruptions in electric service and is not responsible for any damages which may result from voltage variations, whether or not they are within reasonable tolerances.

C. Rates.

Wholesale Power Cost	\$0.058936 per kWh
Service Availability Charge	\$600.00 per month
Demand Charge:	
First 5,000 Billing kW	\$6.50 per Billing kW
Excess Billing kW	\$4.88 per Billing kW
Energy Charge	\$0.000000 per kWh
Power Cost Recovery Factor	See section 202.1

D. Billing Demand.

The billing demand shall be the greater of

1. The maximum kilowatt (kW) demand established by a Member for any thirty (30) minute interval during the current billing month;
2. One thousand kilowatts (1000 kW);
3. The contract demand specified in the Agreement for Service between the Cooperative and Member.

E. Billing Adjustments.

This rate is subject to all billing adjustments by the Cooperative's wholesale power provider or the Cooperative. The Cooperative is not responsible for ensuring the Member receives all applicable Discounts and/or the most favorable rate.

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F. Terms of Payment.

Each bill for utility service(s), regardless of the natures of the service(s), is due 16 days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next business day. If full payment is not received in the office of the Cooperative on or before the date such bill is due, the gross amount (including late payment fee) shall be due and the Member's account will be considered delinquent and subject to disconnection if not paid.

G. Primary Service Discount.

If service is furnished at primary distribution voltage and the Member provides transformation, a discount of three percent (3%) shall apply to the Cooperative's Demand and Energy charges. This discount shall not apply to billing adjustments.

H. Conditions of Service.

1. Service to the Member shall be subject to the rules, regulations, Tariffs, Bylaws, Articles of Incorporation, policies and procedures of the Cooperative.
2. The Member shall comply with the Cooperative's Wholesale Power Supplier's Terms and Conditions for Key Account Service.
3. The Member's electric wiring facilities shall conform to the Cooperative, City, State, and National Electric Codes.
4. The Member shall not resell or share electric service with others.
5. The Member shall be billed for all applicable franchise fees.

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**201.9.2 Key Account (KA) > 1 MW – Substation Level Service**

A. Availability.

Available to all commercial and industrial Members whose electric requirements for all uses are one megawatt (1 MW) or greater and served by a Bluebonnet owned substation. Rate availability is subject to the availability of power from the Cooperative's wholesale power provider throughout the term of the service.

B. Character of Service.

Alternating current, 60 Hertz, at available primary or secondary voltages. Frequency and voltage shall be subject to reasonable variation. The Cooperative cannot guarantee there will be no interruptions in electric service and is not responsible for any damages which may result from voltage variations, whether or not they are within reasonable tolerances.

C. Rates.

Wholesale Power Cost	at cost
Service Availability Charge	\$1,000.00 per month
Demand Charge	\$3.50 per Billing kW
Energy Charge	\$0.000000 per kWh

D. Billing Demand.

The billing demand shall be the greater of

1. The maximum kilowatt (kW) demand established by a Member for any thirty (30) minute interval during the current billing month;
2. One thousand kilowatts (1000 kW);
3. The contract demand specified in the Agreement for Service between the Cooperative and Member.

E. Billing Adjustments.

This rate is subject to all billing adjustments by the Cooperative's wholesale power provider or the Cooperative. The Cooperative is not responsible for ensuring the Member receives all applicable Discounts and/or the most favorable rate.

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F. Terms of Payment.

Each bill for utility service(s), regardless of the natures of the service(s), is due 16 days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next business day. If full payment is not received in the office of the Cooperative on or before the date such bill is due, the gross amount (including late payment fee) shall be due and the Member's account will be considered delinquent and subject to disconnection if not paid.

G. Conditions of Service.

1. Service to the Member shall be subject to the rules, regulations, Tariffs, Bylaws, Articles of Incorporation, policies and procedures of the Cooperative.
2. The Member shall comply with the Cooperative's Wholesale Power Supplier's Terms and Conditions for Key Account Service.
3. The Member's electric wiring facilities shall conform to the Cooperative, City, State, and National Electric Codes.
4. The Member shall not resell or share electric service with others.
5. The Member shall be billed for all applicable franchise fees.

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**201.9.3 Key Account (KA) > 1 MW – Transmission Level Service**

A. Availability.

Available to all commercial and industrial Members whose electric requirements for all uses are one megawatt (1 MW) or greater. Rate availability is subject to the availability of power from the Cooperative's wholesale power provider throughout the term of the service.

B. Character of Service.

Alternating current, 60 Hertz, at available transmission voltages. Frequency and voltage shall be subject to reasonable variation. The Cooperative cannot guarantee there will be no interruptions in electric service and is not responsible for any damages which may result from voltage variations, whether or not they are within reasonable tolerances.

C. Rates.

Wholesale Power Cost	at cost
Service Availability Charge	\$1,000.00 per month
Demand Charge	\$3.00 per Billing kW
Energy Charge	\$0.000000 per kWh

D. Billing Demand.

The billing demand shall be the greater of

1. The maximum kilowatt (kW) demand established by a Member for any thirty (30) minute interval during the current billing month;
2. One thousand kilowatts (1000 kW);
3. The contract demand specified in the Agreement for Service between the Cooperative and Member.

E. Billing Adjustments.

This rate is subject to all billing adjustments by the Cooperative's wholesale power provider or the Cooperative.

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F. Terms of Payment.

Each bill for utility service(s), regardless of the natures of the service(s), is due 16 days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next business day. If full payment is not received in the office of the Cooperative on or before the date such bill is due, the gross amount (including late payment fee) shall be due and the Member's account will be considered delinquent and subject to disconnection if not paid.

G. Conditions of Service.

1. Service to the Member shall be subject to the rules, regulations, Tariffs, Bylaws, Articles of Incorporation, policies and procedures of the Cooperative.
2. The Member shall comply with the Cooperative's Wholesale Power Supplier's Terms and Conditions for Key Account Service.
3. The Member's electric wiring facilities shall conform to the Cooperative, City, State, and National Electric Codes.
4. The Member shall not resell or share electric service with others.

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## 201.10 College Discount Rider

### A. Application.

Applicable in conjunction with an otherwise applicable rate schedule for electric service to any facility of any four-year state university upper level institution, Texas state technical college, or college to which the Cooperative is required to discount the base rates, as provided in the Texas Utilities Code, Title 2. Public Utility Regulatory Act, Chapter 36, Subchapter H, Section 36.351. The provisions of the applicable rate schedule are modified only as shown herein.

### B. Monthly Rate.

In accordance with the terms of the applicable rate schedule, except that the amount due under the applicable rate schedule, minus the cost of purchased electricity applicable to the Member and excluding any adjustment factors, cost recovery factors, or specific facilities charges, and service fees, is reduced as follows:

#### Commercial (College Discount)

##### Single-Phase Service

Service Availability Charge                   -\$6.00 per meter per month  
 Energy Charge                                   -\$0.0074428 per kWh

##### Three-Phase Service

Service Availability Charge                   -\$10.00 per meter per month  
 Energy Charge                                   -\$0.0078228 per kWh

#### Large Power (College Discount)

Service Availability Charge                   -\$15.00 per meter per month  
 Demand Charge                               -\$1.00 per billing kW  
 Energy Charge                               -\$0.0030182 per kWh

#### Large Power > 250 kW (College Discount)

Service Availability Charge                   -\$30.00 per meter per month  
 Demand Charge                               -\$1.20 per billing kW  
 Energy Charge                               -\$0.0019156 per kWh

#### Key Account (College Discount)

Service Availability Charge                   -\$120.00 per meter per month  
 Demand Charge                               -\$1.30 per billing kW



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Lighting Service (College Discount)

53 Watt LED	-\$1.88
53 Watt LED Metered	-\$1.90
94 Watt LED	-\$2.49
94 Watt LED Metered	-\$2.54
140 Watt LED	-\$3.27
140 Watt LED Metered	-\$3.36
175 Watt MV	-\$1.20
175 Watt MV Metered	-\$1.16
100 Watt HPS	-\$1.58
100 Watt HPS Metered	-\$1.56
250 Watt HPS	-\$1.76
250 Watt HPS Metered	-\$1.70
400 Watt HPS	-\$2.05
400 Watt HPS Metered	-\$1.96

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### 201.11 Military Discount Rider

A. Application.

Applicable in conjunction with an otherwise applicable rate schedule for electric service to any facility of any military base to which the Cooperative is required to discount the base rates, as provided in the Texas Utilities Code, Title 2. Public Utility Regulatory Act, Chapter 36, Subchapter H, Section 36.354 The provisions of the applicable rate schedule are modified only as shown herein.

B. Monthly Rate.

In accordance with the terms of the applicable rate schedule, except that the amount due under the applicable rate schedule, minus the cost of purchased electricity applicable to the Member and excluding any adjustment factors, cost recovery factors, or specific facilities charges, and service fees, is reduced as follows:

Commercial (Military Discount)

Single-Phase Service

Service Availability Charge                   -\$6.00 per meter per month

Energy Charge                                   -\$0.0074428 per kWh

Three-Phase Service

Service Availability Charge                   -\$10.00 per meter per month

Energy Charge                                   -\$0.0078228 per kWh

Large Power (Military Discount)

Service Availability Charge                   -\$15.00 per meter per month

Demand Charge                               -\$1.00 per billing kW

Energy Charge                               -\$0.0030182 per kWh

Large Power > 250 kW (Military Discount)

Service Availability Charge                   -\$30.00 per meter per month

Demand Charge                               -\$1.20 per billing kW

Energy Charge                               -\$0.0019156 per kWh

Key Account (Military Discount)

Service Availability Charge                   -\$120.00 per meter per month

Demand Charge                               -\$1.30 per billing kW

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Lighting Service (Military Discount)

53 Watt LED	-\$1.88
53 Watt LED Metered	-\$1.90
94 Watt LED	-\$2.49
94 Watt LED Metered	-\$2.54
140 Watt LED	-\$3.27
140 Watt LED Metered	-\$3.36
175 Watt MV	-\$1.20
175 Watt MV Metered	-\$1.16
100 Watt HPS	-\$1.58
100 Watt HPS Metered	-\$1.56
250 Watt HPS	-\$1.76
250 Watt HPS Metered	-\$1.70
400 Watt HPS	-\$2.05
400 Watt HPS Metered	-\$1.96

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**201.12 Wholesale Transmission Service – WTS**

A. Availability.

Planned and Unplanned Transmission Service 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.

All arrangements for this service must be made with Bluebonnet and LCRA.

B. Applicability.

Wholesale Transmission Service is provided within ERCOT to any Eligible Member as specified in the wholesale transmission tariff of LCRA.

C. Conditions.

The Cooperative will provide transmission service to any Eligible Member, provided that:

1. All conditions specified in LCRA's wholesale transmission service tariff are satisfied; and
2. All arrangements specified in LCRA's wholesale transmission service tariff have been made through LCRA.

D. Rates.

Charges for Planned and Unplanned Transmission Service shall be as specified in the applicable rates and schedules of LCRA.

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### **201.13 Wholesale Transmission Service at Distribution Voltage**

A. Availability.

This service will be provided as defined by the Public Utility Commission of Texas (PUCT) Substantive Rule 25.5 and the Electric Reliability Council of Texas (ERCOT) Protocols, using the Cooperative’s facilities rated at less than 60 kilovolts. If there is a conflict between the Substantive Rule and the ERCOT Protocols, the definitions contained within Substantive Rule 25.5 will control.

Service under this tariff is not available for retail service. Retail loads served in conjunction with this service will be served under the standard applicable tariff with a separate delivery and metering point.

Deadlines imposed 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 facilities or alter existing facilities as necessary to provide the service as soon as reasonably practicable.

B. Character 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. The Cooperative cannot guarantee there will be no interruptions in electric service and is not responsible for any damages which may result from voltage variations, whether or not they are within reasonable tolerances.

C. Load Shedding and Curtailment

Distribution service hereunder shall be subject to, and the Cooperative and the customer will comply with, the load shedding and curtailment procedures established under Applicable Rules, ERCOT protocols, and the Cooperative’s tariff. The Cooperative may without liability to customer interrupt distribution service when, in Cooperative’s sole judgment, such interruption (1) will prevent or alleviate an emergency threatening to disrupt the operation of the Cooperative’s electric system, or (2) will lessen or remove possible danger to life or property, or (3) will aid in the restoration of distribution service or related services, or (4) is required to make necessary repairs to, tests of, or changes in the Cooperative’s facilities, or (5) when such interruption is authorized elsewhere in the Cooperative’s tariff. To the extent required by Applicable Rules, notice of such interruption will be given in accordance with such rules.

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D. Contribution in Aid of Construction

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 Substantive Rules and any applicable line extension policies of the Cooperative. All facilities altered or constructed by the Cooperative will remain the property of the Cooperative. Customer will pay the Cooperative for any stranded investment in a new or altered distribution facility if and whenever the customer elects to terminate wholesale distribution service under this tariff through such facility before the end of the economic life of such new facility or alteration of an existing facility. Stranded investment, for this purpose, will equal the amount of the unamortized capital investment less salvage, plus cost of removal. Payment for such stranded investment will be made in full within thirty (30) days after customer receives the invoice therefore from the Cooperative.

E. Rates, Terms, and Conditions.

**Monthly Distribution Charge**

The Monthly Distribution Charge will be equal to sum of the:

Monthly Customer Charge \$150

Demand Cost for Substation Level Delivery \$1.10 per kW of Distribution Billing Demand

Demand Cost for Distribution Primary Level Delivery \$4.57 per kW of Distribution Billing Demand

Demand Cost for Distribution Secondary Level Delivery \$4.73 per kW of Distribution Billing Demand

**Substation Level Delivery**

Wholesale electric service provided to an eligible customer from the Cooperative's distribution lines operated at voltages below 60 kV where the customer interconnects from a dedicated feed and substation protective device within 250 feet from the substation where, in the sole discretion of the Cooperative, the feeder can be reasonably routed out of the substation, or less than one span in the case of overhead line or an equivalent footage in the case of underground line of a substation serving the Cooperative.

**Distribution Primary Level**

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 250 feet or one span in the case of overhead line or an equivalent footage in the case of underground line of a substation serving the Cooperative and where the service is provided at distribution primary voltage.

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**Distribution Secondary Level**

Wholesale electric service provided to an eligible customer from the Cooperative’s distribution lines operated at voltages below 7.2 kV where the customer takes service beyond 250 feet or one span in the case of overhead line or an equivalent footage in the case of underground line of a substation serving the Cooperative and where the service is provided at distribution secondary voltage.

**Distribution Billing Demand**

The Distribution Billing Demand during the month is that largest of:

1. highest 15-minute kilowatts consumed line capacity recorded at each applicable metering point during such month;
2. 100% of the maximum Distribution Billing Demand similarly determined in the previous 12-month period; or
3. Contract Demand (as defined within the agreement between the Cooperative and customer).

**Terms of Payment**

The monthly bill for service is the sum of the Customer Charge and the product of the Transmission at Distribution Voltage Service Charge and the customer’s Distribution Billing Demand, plus any additional compensation for other costs or line losses resulting from customer’s service. In the event the current monthly bill is not paid within sixteen (16) days from date of bill, said bill will become delinquent and a fee will be applied (see Interest Rate and Fee Schedule).

**Other Costs**

The customer shall be responsible to reimburse the Cooperative and shall be billed 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, planning, construction, right-of-way acquisition, licensing and permitting, rate development and rate case expenses, special equipment required, metering and 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.

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**Losses**

Customer shall compensate the Cooperative for energy losses resulting from such distribution service. For distribution service provided on the distribution bus at a delivery substation owned or used by the Cooperative, losses shall be determined to the transmission point of interchange. For distribution service provided at other locations, losses shall be calculated by a method acceptable to the Cooperative.

**Inadvertent Energy**

Treatment of and compensation for inadvertent energy flows shall be in accordance with the relevant ERCOT Protocols.

**Reliability Guidelines**

To maintain reliability of the ERCOT transmission grid, the Cooperative shall operate its Distribution Facilities in accordance with the ERCOT Operating Guides, ERCOT Protocols, North American Electric Reliability Council (NERC) guidelines, and any guidelines of the ISO that may apply to the Cooperative's system. The customer shall operate its system in accordance with such guidelines that may apply to the customer's system. The customer shall at each point of interconnection maintain a power factor of at least 97% or such greater power factor as required by Applicable Rules, ERCOT Protocols or as otherwise determined by the ERCOT ISO as a condition to receiving distribution or transmission service.



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**Indemnification and Liability**

**COOPERATIVE SHALL NOT BE LIABLE TO CUSTOMER FOR DAMAGES UNDER ANY CIRCUMSTANCES OR FOR ANY ACT, WHETHER OR NOT BEYOND COOPERATIVE’S DIRECT AND REASONABLE CONTROL, INCLUDING ANY EVENT THAT IS A RESULT OF AN ACT OF GOD, LABOR DISTURBANCE, ACT OF THE PUBLIC ENEMY, WAR, INSURRECTION, RIOT, FIRE, STORM OR FLOOD, EXPLOSION, BREAKAGE OR ACCIDENT TO MACHINERY OR EQUIPMENT, A CURTAILMENT, ORDER, REGULATION OR RESTRICTION IMPOSED BY GOVERNMENTAL, MILITARY, OR LAWFULLY ESTABLISHED CIVILIAN AUTHORITIES, OR BY THE MAKING OF NECESSARY REPAIRS UPON THE PROPERTY OR EQUIPMENT. CUSTOMER SHALL ASSUME ALL LIABILITY FOR AND SHALL INDEMNIFY COOPERATIVE FOR ANY LOSSES IN ANY WAY ARISING FROM THE CUSTOMER’S USE OF SERVICES BEING OFFERED HEREIN INCLUDING LOSSES RESULTING FROM COOPERATIVE’S NEGLIGENCE OR OTHER FAULT IN THE DESIGN, CONSTRUCTION, OR OPERATION OF CUSTOMER’S FACILITIES. SUCH LIABILITY SHALL INCLUDE CUSTOMER’S MONETARY LOSSES, COSTS AND EXPENSES OF DEFENDING AN ACTION OR CLAIM MADE BY CUSTOMER OR A THIRD PERSON, PAYMENTS FOR DAMAGES RELATED TO THE DEATH OR INJURY OF ANY PERSON, DAMAGE TO THE PROPERTY OF THE COOPERATIVE OR CUSTOMER, AND PAYMENTS FOR DAMAGES TO THE PROPERTY OF A THIRD PERSON, AND DAMAGES FOR THE DISRUPTION OF THE BUSINESS OF A THIRD PERSON.**

**Creditworthiness for transmission service.**

For the purpose of determining the ability of customer to meet its obligations related to transmission and any other obligation hereunder, Cooperative may require reasonable credit review procedures as well as credit assurances.

Cooperative may, in its sole discretion, require customer to provide and maintain in effect during the term of service, an unconditional and irrevocable letter of credit in an amount determined by the Cooperative as security to meet its responsibilities and obligations or an alternative form of security proposed by the customer and acceptable to the Cooperative, in its sole discretion, that reasonably protects the Cooperative against the risk of non-payment.

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## **201.14 Wholesale Power Pass-Through (WPPT)**

A. Availability.

Available to all commercial and industrial Members that only require metering facilities from the Cooperative to obtain electrical service and subject to the availability of power from the Cooperative's wholesale power provider throughout the term of the service as stated in the agreement for electrical service.

B. Character of Service.

Alternating current, 60 Hertz, at available primary or secondary voltages. Frequency and voltage shall be subject to reasonable variation. The Cooperative cannot guarantee there will be no interruptions in electric service and is not responsible for any damages which may result from voltage variations, whether or not they are within reasonable tolerances.

C. Rates.

Wholesale power cost plus 16.50%.

D. Billing Adjustments.

This rate is subject to all billing adjustments by the Cooperative's wholesale provider or the Cooperative. The Cooperative is not responsible for ensuring the Member receives all applicable Discounts and/or the most favorable rate

E. Service Availability Charges.

The service availability charge shall be the higher of the following:

1. Established in accordance with the agreement for electric service.
2. The Cooperative's wholesale power cost plus 16.50%.
3. \$150.00

F. Terms of Payments.

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

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G. Conditions of Service

1. The service to the Member shall be subject to the rules, regulations, Tariffs, Bylaws, Articles of Incorporation, policies and procedures of the Cooperative.
2. The Member shall comply with the Cooperative's Wholesale Power Supplier's Terms and Conditions for Wholesale Power Service.
3. The Member's electric wiring facilities shall conform to the Cooperative, City, State, and National Electric Codes.
4. The Member shall not resell or share electric service with others.
5. The Member shall be billed for all applicable franchise fees.

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### **201.15 Green Energy**

A. Availability

Available to all Bluebonnet Members with electric service (excluding unmetered security lights).

B. Rates

Applicable rate (as defined in tariff) plus \$0.005 per kWh

C. Conditions of Service

1. Refer to other rate tariffs for definition of applicable rate.
2. Green Energy will be offered on the Member's total electric kWh usage.
3. Rate transfers to and from Green Energy will be made at the beginning of the Member's next billing cycle.
4. Green Energy rate is subject to change based on Bluebonnet expenses and Renewable Energy Credit (REC) market prices.

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**201.16 Future Rate Tariffs**

This page intentionally left blank for future tariffs.

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## 202 Billing Adjustments

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

### 202.1 Power Cost Recovery Factor (PCRf) – General

The monthly charges for all Members, other than those served under rate schedules providing for the direct recovery of power cost charges or credits, shall be increased or decreased on a uniform per kWh basis subject to Board approval and PCRf calculation guidelines as follows:

$$\text{PCRf} = \frac{\text{A} - \text{B} \pm \text{C}}{\text{kWhs}}$$

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 Members) from all suppliers, including fuel for the billing period.
- B** = Total estimated purchased electricity cost (excluding credits or purchases from all suppliers that are applied directly to particular Members) from all suppliers, including fuel, which are included in the Cooperative's base rates. The base power cost is computed as:  
 $B = (D)(\text{kWhs})$   
 $D = \$0.058936 \text{ per kWh}$
- kWhs** = Total estimated energy sales for billing period (excluding kWh sales associated with direct recovery of power cost charges or credits).
- C** = Adjustment to be applied to the current monthly billing to account for differences in actual purchased electricity costs and actual PCRf revenues recovered in previous periods.

### 202.2 Sales Tax

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

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**202.3 Overbilling and Under-billing.**

If billings for utility service are over-billed, underbilled due to a meter malfunction, or found to differ from the Cooperative's lawful rates for the services being purchased by the Member, or if the utility fails to bill the Member for such service, a Billing Adjustment shall be calculated by the Cooperative. If the Member is due a refund, an adjustment shall be made for the entire period of the overcharges. If the Member was undercharged, the utility may back bill the Member for the amount which was not billed. 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 Member. No refund is required from the Cooperative except to the Member last served by the meter prior to the testing. If a meter is found not to register for any period, unless bypassed or tampered with, the Cooperative shall make a charge for estimated units used, but not metered, for a period not to exceed three (3) months. It is the Member's responsibility to ensure placement in the appropriate rate class and that applicable discounts are received. Overbilling resulting from Member not being billed under the most favorable rate or receiving applicable discounts are not subject to Billing Adjustments provided in this section and no refunds will be given.

**202.4 Delinquent Accounts.**

The Cooperative may assess a late payment fee of \$5.00 or five percent (5%), whichever is greater, (based on the amount of the bill, excluding taxes), on each delinquent meter as specified in the applicable rate schedules.

**202.5 Service Charges.**

Except as provided in these rules, the Cooperative shall charge \$55.00 for calls received during regular business hours for a trip to Member's premises which is requested by the Member or is reasonably necessary under these rules or standard operating practice, including miscellaneous purposes regarding problems with electrical service determined to be caused by Member's equipment. The Cooperative shall charge \$125.00 for all calls received during non-business hours for a trip to Member's premises which is requested by the Member or is reasonably necessary under these rules or standard operating practice.

<b>BLUEBONNET ELECTRIC COOPERATIVE, INC.</b>  Tariff For Electric Service		Section II	Sheet No. 34.2
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## **202.6 Switchover Policy**

In a dually certified service area, a Member is required to provide written notice to Bluebonnet for disconnection of service. The Member will also be required to pay in advance, all current balances and any cost associated with the disconnection/removal of facilities, including but not limited to labor, equipment, and travel expenses.

A Member switching to Bluebonnet's system from another system will be required to present a receipt or other evidence from the disconnecting utility that all current charges for electric service and for the service disconnection have been paid. The new Member will be required to comply with all conditions of the General Policy, Tariff 301.1.