

# **MID-SOUTH SYNERGY TARIFF**

**(Effective 2011-02-24)**

**(Revised 2012-10-01)**

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**(Revised 2015-07-23)**

**(Revised 2016-07-22)**

**(Revised 2022-08-25)**

**(with Attachments Revised 2014-06-19/2016-07-22)**

## **I. Utility Operations**

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### Section I. Electric Service: Utility Operations – General

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#### 1.01. General.

##### A. Applicability.

This Tariff applies to all electric utility service provided by the Cooperative in its Service Area, except where precluded by law.

##### B. Rate Schedules.

The Cooperative has established the following schedules for service (“Rate Schedules”):

1.	Residential Service (“RS”)	Page	101
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##### C. Application for Service.

Each prospective customer (“Member Applicant”) shall make application to the Cooperative for membership in the Cooperative and for electric service from the Cooperative by signing the Cooperative’s Application and Electric Service Agreement (sometimes referred to in this Tariff as the “Application”) in the form attached to this Tariff as Attachment 1. Every Member Applicant shall provide sufficient information to the Cooperative to allow the Cooperative to determine the electric power needs of the Member and to assign an Account and Rate Schedule to the requested electric service.

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#### D. Assignment of Account and Rate Schedule.

##### 1. Assigned Account.

The Cooperative will assign each Member and Member's point of delivery an Account based upon the type of service requested and the information contained in the Member Application.

##### a. Regular Account.

A Regular Account is the traditional Cooperative/Member relationship requiring Member Deposit, Monthly Billing, Disconnection, and other related provisions of this Tariff.

##### b. RS-PAY Account

An RS-PAY Account does not require a Member Deposit, Monthly Billing, or other Regular Account provisions, and is an account to which electric service is made available on a "pay-as-you-go" basis, requiring the Member to deposit readily-available funds to be used to pay for electric service on a daily basis. A Member requesting Pay As You Go Service (RS-PAY) must execute the RS-PAY Service Agreement attached as Attachment 1A.

##### 2. Assigned Rate Schedules.

a. Rate Schedules setting forth rates charged Member Accounts are set out in Section III of this Tariff.

b. The Cooperative will assign each Applicant a Rate Schedule based upon the information provided and/or requested in the Application.

c. The Cooperative will automatically assign a Rate Schedule for Small Commercial Service, Commercial Service, and Large Commercial Service where the actual Billing Demand for the Member is less than or greater than the Minimum Peak Demand set out in the applicable Rate Schedule initially assigned to the Member as set out in 1.01.d below.

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d. Billing Demand Less Than Assigned Rate Schedule.

If a Member's Billing Demand, as defined in Rate Schedule "SCS", "CS", or "LCS" of this Tariff, continues for twelve consecutive months below the Minimum Peak Demand as defined in Section 2.02 of this Tariff (referring to Definitions) set for a Member's Assigned Rate Schedule, then the Rate Schedule for that Member shall automatically change to the Rate Schedule applicable to that Billing Demand, effective immediately in the 12<sup>th</sup> month and shall continue at that rate for the next twelve (12) months or until the Billing Demand exceeds the minimum peak demand for the then next applicable Rate Schedule.

e. Billing Demand Greater Than Assigned Rate Schedule.

If in any month a Member's Billing Demand, as defined in Rate Schedule "SCS", "CS", or "LCS", exceeds the Minimum Peak Demand set for a different Rate Schedule, then the Rate Schedule for that Member shall automatically change to the Rate Schedule applicable to that Billing Demand, effective immediately and shall continue at the new Rate Schedule for the next 12 months.

### E. Electric Service Contract.

1. The Cooperative may require a Member to sign an Electric Service Contract in addition to the Application, depending upon the load and service requirements of the Member.
2. The Electric Service Contract may include provisions for payment of costs associated with line extensions, terms for the minimum service period, and other service requirements.
3. The Rate set forth in the Electric Service Contract may differ from the Rate Schedules set out in this Tariff and the Rate may be changed or modified by action of the Board of Directors.
4. The Electric Service Contract shall be substantially in the form attached to this Tariff as Attachment 2 and shall expressly include by reference the provisions of this Tariff.
5. The terms of the Electric Service Contract, where in conflict with the Tariff, shall take precedence over the provisions of this Tariff and any amendment hereto.

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

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#### 6. RS-PAY Service Agreement Attachment.

Members requesting RS-PAY Accounts must sign the RS-PAY Service Agreement Attachment when filing their Application. The RS-PAY Service Agreement Attachment contains provisions relating specifically to RS-PAY Service, including WAIVER OF LIABILITY AND INDEMNITY PROVISIONS HOLDING THE COOPERATIVE HARMLESS from any damages and consequential damages arising from discontinuance of electric service. These Tariff provisions apply generally to RS-PAY Service, except as modified specifically in this Tariff and by the terms of the RS-PAY Service Agreement Attachment.

### F. Payment Due Date.

#### 1. Regular Account Billing.

Regular Account Billing Due Date is sixteen (16) days after the Billing Date as shown on the Member's Bill ("Due Date").

#### 2. RS-PAY ("Pay as You Go") Account Billing.

RS-PAY Account balances are due on a daily basis. RS-PAY Account balance is paid on a daily basis by the Cooperative's drawing upon the credit in the Member's RS-PAY Account and debiting the charges for electric service that have accrued on the Member's RS-PAY Account since the prior draw.

### G. Delinquent Payment and Late Penalty.

Regular Account Payments not received by the Cooperative on or before the Due Date are considered Delinquent Payments and shall be subject to a Late Penalty as set forth in the applicable Rate Schedule.

### H. Lowest Price Disclosure.

Upon receipt of a request for residential service or a request for transfer of service by a Residential Member, the Cooperative will inform the Member Applicant of the Cooperative's lowest price alternatives available at the Member's location. The Cooperative will provide this information beginning with the lowest price alternative and giving full consideration to applicable equipment options and installation charges.

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#### I. Sales Tax Adjustment.

Sales Tax when applicable will be added to the Member's bill and will be due as part of the Member's Account Balance for Regular Accounts and RS-PAY Accounts. The amount of Sales Tax for the electric service purchased will be set out on a Regular Account Bill, or for will be available online and at the Cooperative's Offices for RS-PAY Accounts.

#### I. Franchise Tax Adjustment.

Member Accounts reflecting usage for services rendered within a municipality will include any franchise or gross receipts tax attributable to the sale of electricity to the Member and will be disclosed in the same manner as a Sales Tax Adjustment.

#### J. Meter Error Adjustment.

1. If any meter or meter reading device is found to be not in compliance with the accuracy standards established by the American National Standards Institute, Inc. ("ANSI"), readings for the prior 6 months, or from the time the meter or meter reading device was in service since last tested, but not exceeding 6 months, will be corrected, and adjusted Bills or appropriate credit or debit will be rendered
2. No refund due to a Meter Error will be made from the Cooperative nor will credit be given by the Cooperative except to the Member last served by that meter and only for the period of time during which that Member received service.
3. If a meter is found not to register for any period, unless bypassed or tampered with, the Cooperative will estimate and charge for units used, but not metered, for a period not to exceed 6 months.
4. The estimated charge will be based on amounts used under similar conditions during the period preceding or subsequent to the period the meter was found not to register, or during corresponding periods in previous years.

#### K. Prorata Availability Charge for New Connection/Disconnection.

The Availability Charge will be prorated for new Members and for disconnecting Members based upon the percentage that the actual connected days in the billing period bears to the actual number of days in the month the connection/disconnection is made (actual connected days/the actual number of days in a month x Availability Charge).

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#### L. Credit for Member Owned Facilities.

Where the Cooperative provides primary service and the Member owns, operates, and maintains all service facilities, except metering equipment, a credit may be allowed by Cooperative.

#### M. Non-Discrimination.

The Cooperative will not refuse participation in the assignment of Rate Schedules on the basis of race, color, creed, sex, age, or marital status.

#### N. Severability.

The unenforceability of any provision of this Tariff will not affect the enforceability or validity of any other provision.

#### O. Amendment and Modification

This Tariff may be amended, changed, modified, or abrogated in whole or in part by action of the Board of Directors of the Cooperative or any state or federal regulatory body having jurisdiction over the Cooperative. Any change or amendment to the Service Schedule and the rates charged thereunder shall be effective as of the date specified in the change or amendment.

#### P. *Reserved for Expansion*

#### History:

Adopted: 01/22/2004

Revised: 09/27/2007

Revised: 04/24/2008

Revised: 07/24/2008

Revised: 09/25/2008

Revised: 07/22/2009

Revised: 06-18-2010

# **MID-SOUTH SYNERGY TARIFF**

## **II. SERVICE RULES AND REGULATIONS**



# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### Section II. Electric Service: Rules and Regulations – General

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#### 2.01. General

##### A. Organization.

Mid-South Electric Cooperative Association (the “Cooperative”) is an electric cooperative corporation duly organized and operating under the authority of the Electric Cooperative Corporation Act (Section 161.001, *et seq.*, Texas Utilities Code), the Texas Public Utilities Regulatory Act, and the laws of the State of Texas. The Cooperative is owned by its Members. All Members must be Customers and shall sign an Electric Service Agreement constituting the Membership Agreement in the form attached to these Tariffs as Attachment 1. Not all Customers are necessarily Members. The Members elect the Board of Directors in accordance with the Bylaws of the Cooperative, who oversee the business affairs of the Cooperative. The day-to-day operations are managed by a general manager (the “Manager”) who is employed by the Board of Directors.

##### B. Type of Service.

The Cooperative provides electric utility service through a retail electric distribution system. The Cooperative purchases power from wholesale power producers. It does not generate electric power. The Cooperative provides primary voltage and distribution voltage, with Alternating Current (AC) at 60 cycles per second, and with voltages of 120/240 or 240/480 single-phase, and 120/208, 120/240, 240/480, 277/480, 2400/4160, 7200/12470, 7200/14400, and 14400/24900 three-phase. Underground primary service to pad mounted transformers is available in 120/208, 120/240, and 277/480 volts.

##### C. Certificated Service Area.

The Cooperative holds a Certificate of Convenience and Necessity (“CCN”) issued by the Public Utilities Commission of Texas authorizing the Cooperative to provide retail electric service in the Service Area described in the CCN.

#### 1. Counties Included in Service Area.

The following counties or portions thereof are included in the Cooperative’s Service Area:

Brazos	Montgomery
Grimes	Walker
Madison	Waller

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.01. Electric Service: Rules and Regulations – General

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#### 2. Cities Included in Service Area.

The Cooperative's Service Area includes portions of the cities of Huntsville, Montgomery, and Navasota, and other cities that fall within its Service Area.

#### D. Purpose and Scope of Tariff.

A tariff contains the rules and regulations by which a utility operates, sets policies and procedures, establishes classes of service, and determines rates to be charged its Members. This Tariff sets forth the various rights and duties of the Cooperative and its Members. This Tariff forms a part of the agreement to provide electric service between the Cooperative and its Members, in addition to the Electric Service Agreement, the Electric Service Contract, if any, and the Bylaws of the Cooperative.

#### History:

Adopted: 01/22/2004

Revised: 06-18-2010

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### Section II. Electric Service: Rules and Regulations - Definitions

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#### 2.02. Definitions.

- A. **Applicant.** A person requesting electric service from the Cooperative in the manner prescribed in the Cooperative's Service Rules and Regulations.
- B. **Application.** The Cooperative's Application and Electric Service Agreement to be completed by the Member Applicant constitutes the Member's application for membership in the Cooperative and contract for electric service and is referred to as the "Application," and is subject to approval by the Board of Directors of the Cooperative.
- C. **Commission.** The Public Utility Commission of Texas.
- D. **Commercial Member.** A Member receiving electric service for business, commercial, or industrial purposes.
- E. **Cooperative.** Mid-South Electric Cooperative Association, doing business as Mid-South Synergy.
- F. **Member.** Any Applicant approved by the Cooperative for the provision of electric service (also may be referred to as a "Customer"; includes Commercial Member where applicable).
- G. **Member's Installation.** All conductors, equipment, buildings, structures, or apparatus of any kind on Member's side at the point of delivery, with the only exception being the Cooperative's metering equipment.
- H. **Demand.** The average of the power drawn over a preset time interval of 15 minutes each, called the demand interval. The average power drawn over the most recently completed demand interval is the present demand. The highest average power draw over any single demand interval during the month is called the Peak Demand for that month.
- I. **Deposits.** A Deposit may be required of a Member to establish satisfactory credit as a condition of providing electric service for a Regular Account (see Section 2.04, Credit Requirements and Deposits).
- J. **Distribution System.** The Cooperative's primary and secondary voltage conductors, transformers, switchgear, connection enclosures, pedestals, services, and other associated equipment used to provide electric service.

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.02. Electric Service: Rules and Regulations – Definitions

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- K. **Electric Service.** Electric power and energy produced, or transmitted, or distributed, or provided, or made available by the Cooperative at the point of delivery together with all services and functions performed by the Cooperative.
- L. **Electric Service Agreement.** The Cooperative's standard contract for electric service, also known as the Application.
- M. **Electric Service Contract.** A contract document for electric service making provision for non-standard matters that is made part of the Electric Service Agreement.
- N. **Energy.** The capacity for doing work. The unit for measuring electrical energy is the Watt hour, or kilowatt hour which is 1,000 watt hours (kWh).
- O. **Facilities.** All the plant and equipment of the Cooperative including all tangible personal property without limitation, in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the business of the Cooperative.
- P. **Member.** A Member Applicant who has made application for membership and whose application has been approved and accepted by the Board of Directors, granting to the Member Applicant full rights of membership in the Cooperative, including the right to vote at the annual meetings.
- Q. **Meter.** A device, or devices, together with auxiliary equipment, for measuring electric energy usage and/or demand and/or other data.
- R. **Minimum Peak Demand.** The lowest demand for electric energy specified in the applicable Rate Schedule for determination of and assignment of a Rate Schedule to a Member's service.
- S. **Municipality.** A city, incorporated village or town, existing, created, or organized under the general, home rule, or special laws of the state.
- T. **Non-Permanent Installation.** Any installation other than permanent installation.
- U. **Parties.** The Cooperative and a Member Applicant or Member.
- V. **Permanent Installation.** Any installation that is constructed or placed on and permanently affixed to a foundation, and which is, or will be, used or occupied in a permanent full-time basis. A manufactured home or prefabricated structure shall qualify as a permanent installation if:

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.02. Electric Service: Rules and Regulations – Definitions

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1. it is installed on a foundation system,
  2. it is otherwise impractical to move,
  3. it is connected to a permanent water and sewer system, or
  4. title has been surrendered in accordance with law and it has become affixed to the real property upon which it is located.
- W. **Person.** Any natural person, partnership, municipal corporation, cooperative corporation, association, governmental subdivision, or public or private organization of any character other than agency.
- X. **Point of Delivery.** The point where the Cooperative’s conductors are connected to the Member’s conductors.
- Y. **Premises.** A tract of land or real estate including buildings or other appurtenances thereon.
- Z. **Power Generating Installation and/or Generating Installation.** Power Generating Installation and Generating Installation shall mean a small power production or co-generation facility which is a “qualifying facility” under Subpart B of the Federal Energy Regulatory Commission’s Regulations under Section 201 of the Public Utility Regulatory Policies Act of 1978 including any generator and associated equipment, wiring, protective devices, or switches owned or operated by Producer.
- AA. **Producer.** Producer means any person, firm, corporation, partnership, or other entity owning or operating a power generating installation.
- BB. **Rate Schedule.** Any schedule of rates approved by the Board of Directors and contained in Section III of this Tariff.
- CC. **Regular Account.** A Member Account to which electric service is provided and upon which charges for electric service accrue and billing is sent to the Member on a monthly or other regular basis.
- DD. **Regular Account Billing.** Billing for electric service to a Member billed on a monthly or other regular basis that includes the monthly availability charge, energy used for the prior period, WPCA Adjustment, and applicable taxes, and is due in full in accordance with the provisions of this Tariff.
- EE. **Regulatory Authority.** The Board of Directors of the Cooperative regulates the provisions of this Tariff.

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.02. Electric Service: Rules and Regulations – Definitions

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- FF. **Residential Member.** A Member requiring electric service to Member's residence and receiving service through a single meter.
- GG. **RS-PAY Account – "Pay As You Go" Account.** A Member Account set up as a credit/debit account subject to the RS-PAY Schedule and into which a Member may transfer funds for credit and from which account funds may be debited on a daily basis for electric service consumed by the Member.
- HH. **RS-PAY Account Billing.** Billing for electric service to a Member subject to the RS-PAY Schedule on a daily basis, the results of which are made available to the Member at the Member's election setting forth a fractional availability charge, actual energy charge, and applicable WPCA and taxes, as well as any credit applied and credit remaining in the Member's RS-PAY Account
- II. **RS-PAY Service Agreement Addendum.** An addendum to the Application required of RS-PAY Account Members with contract provisions applying to RS-PAY Members only, as Addendum 1A to this Tariff.
- JJ. **Rules; Service Rules and Regulations.** Any service rule or regulation of the Cooperative contained in Section II of this Tariff.
- KK. **Seasonal Member.** A Seasonal Member is a Member who is permanently connected to the Cooperative's distribution system and demands electric service only during certain seasons of the year.
- LL. **Service Area.** The area or territory in which the Cooperative provides electric utility service.
- MM. **Service Entrance Conductors.** Conductors provided by the Member extending from Member's installation to the point of delivery where connection is made to the Cooperative's facilities.
- NN. **Tariff.** This document, consisting of three sections, Utility Operations, Service Rules and Regulations, and Rate Schedules.
- OO. **Temporary Customer.** A Temporary Customer is a Member whose intended use of electric service is temporary and not seasonal, and who is connected to the Cooperative's distribution system on a temporary basis.

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.02. Electric Service: Rules and Regulations – Definitions

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*PP. RESERVED.*

#### **History:**

Adopted: 01/22/2004

Revised: 07/22/2009

Revised: 06-18-2010

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### Section II. Electric Service: Rules and Regulations – Application for Service Page 1 of 6

#### 2.03. Application for Service and Membership.

The Cooperative will initiate service to each qualified applicant for service within its certificated area in accordance with this section.

##### A. Application.

##### 1. Application for Electric Service Agreement.

Any person with a point of delivery within the service or certificated area of the Cooperative desiring electric service (“Member Applicant” or “Applicant”) shall request service to that point of delivery by signing and returning an Application and Electric Service Agreement in the form attached to this Tariff to the Cooperative by personal delivery, mail, or electronic transmission. A Member Applicant seeking RS-PAY Service must sign an RS-PAY Service Agreement in the form attached as Attachment 1A. An Application is deemed filed when received and signed by an agent of the Cooperative.

##### 2. Application for Membership.

Every Customer of the Cooperative must be a Member of the Cooperative, except where otherwise provided by law or in this Tariff. The Application constitutes an Application for Membership in the Cooperative. The Member Applicant becomes a Member of the Cooperative upon acceptance of the Application by the Cooperative, subject to the Bylaws of the Cooperative.

##### 3. Constitutes Offer to Purchase Electric Energy and Service.

The Application shall constitute an offer by Applicant to purchase electric energy and service from the Cooperative, which offer may be withdrawn prior to acceptance by the Cooperative.

##### 4. Acceptance by Cooperative.

The Application must be approved by action of the Board of Directors of the Cooperative before the Member will be allowed full Membership in the Cooperative. The Application may be deemed accepted by the Cooperative when the Cooperative has initiated construction of line extension required to serve the Applicant’s point of delivery.



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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.03. Electric Service: Rules and Regulations – Application for Service

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5. Contract for Service.

If not withdrawn, the offer, in the form of the Application and Electric Service Agreement and any attachments thereto, when accepted by the Cooperative, creates a contractual agreement between the Cooperative and the Member Applicant, the terms of which are contained in the Cooperative's Bylaws, this Tariff, the Application, any attachments thereto, any Electric Service Contract required of the Member by the Cooperative, any easement required of the Member Applicant, and any other written agreement that may be executed by the Member Applicant and benefiting the Cooperative.

6. Application Form Attached/Revision of Form.

The Application shall be in the form of the Application and Electric Service Agreement attached to this Tariff as Attachment 1, or as may hereafter be revised by Board action, effective as of the date of the revision. The revision shall be appended to this Tariff.

B. Requirements of Member Applicant.

1. Property to be Served.

The point of delivery shall be a location within the certificated territory of the Cooperative. The Member Applicant must be the owner of the property at the point of delivery or must have a present right of possession to the property (e.g., lease or rental agreement).

2. Identification.

Each Member Applicant must furnish satisfactory evidence of identification and ownership or right of possession of the property upon request of the Cooperative.

3. Sign Application.

The Member Applicant must sign the Application and other appropriate documents, physically or electronically, signifying Member Applicant's assent to the terms of the Electric Service Agreement, this Tariff, and the provisions of the Cooperative's Bylaws.

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.03. Electric Service: Rules and Regulations - Application for Service

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#### 4. Membership.

Unless otherwise provided by law or this Tariff, the Member Applicant must be a Member of the Cooperative in order to receive electric service or receive any benefits of membership in the Cooperative. Membership is governed by the Cooperative's Bylaws and the terms of the Electric Service Agreement and any addenda thereto.

#### 5. Purchase Electric Service from Cooperative.

The Member Applicant must agree to purchase all electricity consumed by the Member Applicant at the point of delivery from the Cooperative, except such energy as may be produced by the Member in accordance with this Tariff.

#### 6. Easements.

Appropriate easements from existing Cooperative facilities to extend the Cooperative's distribution system and an easement across each Member's property must be provided at no cost to the Cooperative. Should the line extension require an easement across property belonging to third parties, the extension cost shall include any costs incurred by the Cooperative in securing an easement, by eminent domain or otherwise.

#### 7. Line Extensions.

If the Member Applicant's point of delivery is not located within the Cooperative's existing distribution system and an extension is required to provide service to the Member Applicant's point of delivery, the Member will be required to pay for the costs of the line extension as a Contribution in Aid to Construction ("CIAC") as set out in Section 2.06 of this Tariff (relating to Line Extensions and Upgrades), and the Cooperative may require that the Member pay the full cost in advance of any construction, or may require the Member to make a down payment and sign an Electric Service Contract setting forth such requirements as the Cooperative may deem reasonable to recoup the costs of the line extension with interest.

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.03. Electric Service: Rules and Regulations – Application for Service

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#### 8. Construction Costs.

The Cooperative may provide the Member with construction cost options such as rebates to the Member, sharing of construction costs between the Cooperative and the Member, or sharing of costs between the Member and other Applicants, following the assessment of necessary line work.

#### 9. Creditworthiness.

For Regular Accounts, the Cooperative may require an Applicant for electric service to satisfactorily establish credit in accordance with Section 2.04 of this Tariff (relating to Credit Requirements and Deposits), but such establishment of credit shall not relieve the Member from complying with rules for prompt payment of Regular Account Billing.

#### C. Time within which Service is to be Provided.

1. Applications for new electric service not involving line extensions or construction of new facilities will be filled within seven (7) business days after an Applicant has complied with all applicable state and municipal regulations and the pre-conditions set forth in this Tariff and has either: (a) as to a Regular Account, met the credit requirements as provided in Section 2.04 of this Tariff (relating to Credit Requirements and Deposits); or (b) as to an RS-PAY Account, deposited the required readily available funds in the Member's RS-PAY Account. This provision is subject, however, to matters outside of Cooperative's reasonable control, such as weather, material shortage, and acts of God.

2. The Cooperative will attempt to complete requests for new residential service requiring construction, such as line extensions, within 90 days or within a time period agreed to by the Member and the Cooperative; provided that the Member has met the credit requirements as provided for in Section 2.04 of this Tariff (relating to Credit Requirements and Deposits); and made satisfactory payment arrangements for construction charges; and has complied with all applicable state and municipal regulations; subject, however, to matters outside of Cooperative's control, such as weather, material shortage, and acts of God. For this Section, facility placement which requires a permit for a road or railroad crossing will be considered a line extension.

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### 2.03. Electric Service: Rules and Regulations – Application for Service

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3. If facilities must be constructed, then the Cooperative will attempt to contact the Member within 10 business days of receipt of the Application, and give the Member an estimated completion date and an estimated cost for all charges to be incurred by the Member.

#### D. Pre-Conditions to Service.

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

1. Comply with the Law.

Applicant shall comply with state and municipal regulations governing the requested service and provide the Cooperative with a copy of any approval required by law or ordinance.

2. Comply with Service Rules.

Applicant shall comply with the Cooperative's Bylaws and this Tariff, and in particular the applicable Service Rules and Regulations.

3. Member's Installation.

Member's installation shall be constructed in accordance with the National Electrical Safety Code in effect for the year in which construction of such installation was completed and provide the Cooperative with any approval or other certificate that may be required by law or ordinance.

4. Easement.

Member Applicant shall grant or secure to the benefit of the Cooperative at Member's expense an easement from the Cooperative's existing distribution facilities to the point of service, the form and content of which shall be satisfactory to the Cooperative. The easement must be substantially in the form attached to this Tariff as Attachment 3, or as may be amended by Board action, effective as of the date of such revision, and thereafter appended to this Tariff. Easement forms for various types of easements have been promulgated by the Cooperative and the exact form to be signed by the Member shall be determined by the Cooperative.

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.03. Electric Service: Rules and Regulations – Application for Service

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#### 5. Construction Costs.

Member Applicant shall fulfill or agree to fulfill all obligations for the payment of construction costs in the manner prescribed in this Tariff and to Cooperative's satisfaction.

#### 6. RS-PAY Account.

Member Applicants must make an initial deposit of readily-available funds to the Member's RS-PAY Account in the amount required by this Tariff.

#### E. Certificate of Membership.

The Member Applicant will receive a copy of the Application with the Member's account number thereon and, upon acceptance of the Application by the Board, the Application and Electric Service Agreement shall constitute the Applicant's Membership Certificate.

#### History:

Adopted: 01/22/2004

Revised: 07/22/2009

Revised: 06/18/2010

Revised: 2011-02-24

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### Section II. Electric Service: Rules and Regulations – Credit Requirements Page 1 of 4

#### 2.04. Credit Requirements and Deposits.

##### A. Credit Requirements for Permanent Residential Applicant – Regular Account.

1. The Cooperative requires a Member Application for a Regular Account Residential Service to establish and maintain satisfactory credit as a condition of providing service.
  - a. Establishing credit shall not relieve any Member from complying with the Cooperative's requirements for prompt payment of bills.
  - b. For joint accounts terminating in divorce, the credit worthiness of spouses established during shared service in the 12 months prior to their divorce will be equally applied to both spouses for 12 months immediately after their divorce.
2. Satisfactory credit is determined in accordance with standards approved in cooperation with the Cooperative's credit reporting agency.
3. If satisfactory credit cannot be demonstrated by the Regular Account Residential Applicant using these standards, the Applicant will be required to pay a deposit pursuant to Subsection C of this Section 2.04 (relating to Member Deposit Amount).
4. The Member Deposit applies to Regular Accounts for Residential Service and is distinguished from the deposit required to create an RS-PAY Account to receive RS-PAY Service.

##### B. Credit Requirements for Permanent Non-Residential Member Applicants.

Applicants for Permanent Non-Residential Member Service – Regular Account must pay a Member Deposit equal to 1/6<sup>th</sup> of the estimated annual usage at the point of service.

##### C. Member Deposit Amount.

1. The standards determining the requirement of a Member Deposit and the amount of that deposit are set by the Cooperative in cooperation with the Cooperative's credit reporting agency.

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### 2.04. Electric Service: Rules and Regulations – Credit Requirements/Deposits Page 2 of 4

2. The Applicant or Member's credit rating determines the amount of the Member Deposit required in accordance with the scale shown in Attachment 10 incorporated herein by reference, and as may be modified from time to time by the Board.
  3. Additional Member Deposit.
    - a. Regular Account Residential Members: An Additional Member Deposit may be required should:
      1. the average of the Member's actual billing for the previous 12 month period exceed the Member Deposit; and
      2. the Member has failed to pay the Member's bill by the Due Date at least once within the previous 12 month period.
    - b. Small Commercial, Commercial, and Large Commercial Service: An Additional Member Deposit may be required should the average of the Member's actual billing for the previous 12 month period exceed the Member Deposit.
    - c. Any Additional Member Deposit must be paid within 10 days after the Cooperative issues a written demand for payment of the Additional Member Deposit.
    - d. If the Additional Member Deposit is not paid within 10 days of the demand, the Member shall be deemed to be in default of the payment of the Member's account and subject to disconnection of service.
  4. The total of all Member Deposits shall not exceed an amount equivalent to one-sixth of the estimated annual billing.
  5. The Cooperative may approve a deferred payment contract to allow a Member to pay the Member Deposit over time.
- D. Deposits for Non-Permanent Electric Service.

The Cooperative may require a Member Deposit sufficient to reasonably protect it against the assumed risk for Non-Permanent Electric Service.

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### 2.04. Electric Service: Rules and Regulations – Credit Requirements/Deposits Page 3 of 4

##### E. Interest on Member Deposits.

The Cooperative shall pay interest on these deposits at an annual rate at least equal to that set by the Public Utility Commission of Texas on December 1 of the preceding year, pursuant to Texas Utilities Code §183.003 or any amendment thereto (relating to Rate of Interest). If a Member Deposit is refunded within 30 days of the date of deposit, no interest payment is required. If the Cooperative keeps the deposit more than 30 days, payment of interest shall be made retroactive to the date of deposit.

1. Payment of interest, if any, to the Member will be made at least annually, and/or at the time the Member Deposit is returned or credited to the Member's Account.
2. The Member Deposit shall cease to draw interest on the date it is returned or credited to the Member's account.

##### F. Records of Member Deposits.

1. The Cooperative will keep records to show:
  - a. the name and address of each depositor;
  - b. the amount and date of the deposit; and
  - c. each transaction concerning the deposit.
2. The Cooperative will issue a receipt of deposit to each Applicant paying a deposit and will provide means for a depositor to establish a claim if the receipt is lost.
3. A record of each unclaimed deposit will be maintained for four years.
4. The Cooperative will make a reasonable effort to return unclaimed deposits.

##### G. Member Deposit Refund.

1. If service is not connected, the Cooperative will promptly refund the Member Deposit plus accrued interest on the balance, if any.



# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.04. Electric Service: Rules and Regulations – Credit Requirements/Deposits Page 4 of 4

2. If service is connected and thereafter disconnected, the Cooperative will promptly refund the Member Deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished.
3. A transfer of service from one premise to another within the service area of the Cooperative is not a disconnection and no refund of the Member Deposit will be made.

#### H. Re-establishment of Credit.

Every Applicant who previously has been a Member of the Cooperative and whose service has been disconnected for nonpayment of bills or theft of service (meter tampering or bypassing of meter) shall be required, before service is reconnected, to pay all amounts due the Cooperative or execute a deferred payment agreement, if offered, and re-establish credit with the Cooperative. The Cooperative will determine the amount of utility service received but not paid for and the reasonableness of the charges for the unpaid service, and any other charges required to be paid as a condition of service restoration. Upon payment of the amounts due, the Member will be required to submit a request to have the Member's credit worthiness determined by the Cooperative's credit reporting agency, and make any deposit required as a result of that determination, prior to reconnection.

#### I. RS-PAY Service Exception.

The Cooperative does not require a Member Deposit from RS-PAY Account Members. None of the provisions of this Section 2.04, with the exception of §§ F relating to record keeping, apply to RS-PAY Accounts, unless the Cooperative determines otherwise.

#### J. *Reserved*

#### History:

Adopted: 01/22/2004  
Revised: 09/27/2007  
Revised: 09/25/2008  
Revised: 07/22/2009  
Revised: 06/18/2010  
Revised: 2011-02-24

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### Section II. Electric Service: Rules and Regulations – Refusal of Service

Page 1 of 3

#### 2.05. Refusal of Service.

A. The Cooperative may refuse to serve an Applicant until the Applicant complies with state and municipal regulations and the following rules and regulations:

1. Applicant's Facilities Inadequate.

The Applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given, or the Applicant's facilities do not comply with all applicable state and municipal regulations.

2. Membership.

Applicant has failed or refused to comply with the provisions of the Cooperative's Bylaws or Tariff relating to membership.

3. Violation of the Cooperative's Tariff.

The Applicant fails to comply with the Cooperative's Tariff pertaining to operation of nonstandard equipment or unauthorized attachments that interfere with the service of others. The Cooperative will provide the Applicant with notice of such refusal and afford the Applicant a reasonable amount of time to comply with the Cooperative's Tariff.

4. Failure to Meet Pre-Conditions.

The Applicant fails to meet any of the pre-conditions to service required of Applicant as set forth in §2.03 of this Tariff (relating to Application for Service).

5. Failure to Pay Any Other Utility.

The Applicant has failed or refused to pay any indebtedness to any utility company having previously provided Applicant with electric service.

6. Failure to Establish Credit.

Applicant has failed or refused to satisfactorily established credit in accordance with the provisions of §2.04 of this Tariff (relating to Credit Requirements and Deposits).

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.05. Electric Service: Rules and Regulations – Refusal of Service

Page 2 of 3

7. Failure to Pay Guaranty.

The Applicant has acted as a guarantor for another Member and failed to pay the guaranteed amount, where such guaranty was made in writing to the Cooperative and was a condition of service.

8. Intent to Deceive.

The Applicant applies for service at a location where another Member received, or continues to receive, service and the electric utility bill is unpaid at that location, and the Cooperative can establish cause to believe the change in identity is made in an attempt to help the other Member avoid or evade payment of an electric utility bill. An Applicant may request a review by the Board of Directors as specified in §2.14 of this Tariff (relating to Complaints) if the Cooperative determines that the Applicant intends to deceive the Cooperative and refuses to provide service.

9. For Indebtedness.

The Applicant owes a debt to any electric utility for the same kind of service as that being requested. In the event an Applicant's indebtedness is in dispute, the Applicant shall be provided service upon paying a deposit pursuant to §2.04 of this Tariff (relating to Credit Requirements and Deposits).

10. Refusal to Pay a Member Deposit.

Refusing to pay a deposit if Applicant is required to do so under §2.04 of this Tariff (relating to Credit Requirements and Deposits).

11. Failure to Make Initial RS-PAY Account Deposit.

Refusal or failure to timely deposit readily-available funds into the Member's RS-PAY Account.

B. Applicant's Recourse.

If the Cooperative refuses to serve an Applicant under the provisions of this section, the Cooperative will inform the Applicant of the reason for its refusal and the Applicant's right to file a complaint with the Board of Directors as described in §2.14 of this Tariff (relating to Complaints).

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.05. Electric Service: Rules and Regulations – Refusal of Service

Page 3 of 3

#### C. Insufficient Grounds for Refusal to Serve.

The following are not sufficient cause for refusal of service to an Applicant:

1. delinquency in payment for service by a previous occupant of the premises to be served;
2. failure to pay for merchandise or charges for non-regulated services, including but not limited to insurance policies, Internet service, or home security services, purchased from the electric utility;
3. failure to pay a bill that includes more than the allowed 6 months of underbilling, unless the underbilling is the result of theft of service; or
4. failure to pay the bill of another Member at the same address except where the change in identity is made to avoid or evade payment of an electric utility bill.

#### History:

Adopted: 01/22/2004

Revised: 07/22/2009

Revised: 06/18/2010

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### Section II. Electric Service: Line Extensions and Upgrades

Page 1 of 10

#### 2.06. Line Extensions and Upgrades.

##### A. General Line Extension Policy.

1. It is the policy of the Cooperative to extend electric service to all persons within its service area who desire electric service.
2. In extending electric service, it is necessary to require contributions in aid of construction (“CIAC”) from Member Applicants seeking Line Extensions.
3. CIAC is required to ensure that the financial stability of the Cooperative will be maintained by sound business practices and that the cost of Line Extensions will amortize over a reasonable period of time.
4. Costs for Line Extension, for purposes of this policy, includes all incremental capital costs associated with connecting a new Member to the distribution system, including without limitation the costs of a standard transformer, service line (the connection between the transformer and the meter), meter, surveying, if any, and costs of easement acquisition.

##### B. Permanent Service Line Extension.

1. Permanent Service Line Extension includes all service extensions intended to be used on a permanent and continuous basis.
  - a. Permanent Service Line Extension to structures generally qualifying for treatment as Permanent Service Line Extensions include rural and non-rural dwellings, churches, schools, commercial buildings, and industrial buildings intended to be used on a permanent and continuous basis, and not part of a new development.
  - b. Permanent Service Line Extension to structures generally **NOT** qualifying for treatment as Permanent Service Line Extensions include electric fences, water pumps, sheds, hunting camps, fish camps, water wells, barns, security lighting, stock pumps, weekend places, and similar low-usage facilities.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.06. Electric Service: Rules and Regulations – Line Extensions/Upgrades Page 2 of 10

2. Residential Service Line Extension.
  - a. Residential Service Line Extension includes Permanent Line Extensions intended to provide service to a single residential dwelling structure.
  - b. Member Applicants shall pay, as the Member's CIAC, 100% of all Costs of Residential Service Line Extension in advance of construction by the Cooperative.
  - c. Members may be entitled to receive a refund of up to \$1,500.00 per Line Extension or the Cost to the Cooperative to construct the Line Extension, whichever is less; PROVIDED that the Member meets the following qualifications:
    - (1) The Member must maintain continuous electric service from the Cooperative for a minimum period of one (1) year after completion of the Line Extension and installation of the permanent meter;
    - (2) The Member is not delinquent in the payment of any Cooperative billing during that one year period; and,
    - (3) The Member establishes an average minimum monthly usage of electricity, measured in kilowatt hours, over an eight (8) month period within the first year after connection of the permanent meter, of not less than 800 kWh per month.
  - d. The data used to determine the average minimum monthly usage will be based upon the Member's electricity usage for the twelve month period immediately after installation of the Member's permanent meter.
  - e. To be eligible for a refund, a Member must deliver a written request to the Cooperative as follows:
    - (1) The request must be received by the Cooperative within 60 days after the end of the first twelve months after installation of the permanent meter.
    - (2) After receipt of the request for refund, the Cooperative will make a determination whether the Member qualifies for the refund.

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### 2.06. Electric Service: Rules and Regulations – Line Extensions/ Upgrades Page 3 of 10

- (3) If the Member meets the qualifications set out herein, the Cooperative will pay the refund to the Member within thirty (30) days of making that determination.
  - (4) If the Member does not qualify, the Cooperative will so inform the Member in writing.
3. Small Commercial Service Line Extension.
  - a. Small Commercial Service Line Extension includes Permanent Line Extensions intended to provide service to a single commercial structure qualifying for Small Commercial Rates as set out in Section III of this Tariff.
  - b. Member Applicants shall pay as the Member's CIAC 100% of all Costs of the Small Commercial Service Line Extension in advance of construction by the Cooperative.
  - c. Members shall be entitled to receive a refund of up to three (3) times the Net Revenue received by the Cooperative from the usage of electricity by the Member or 25% of the Cost to the Cooperative to construct the Line Extension, whichever is less; PROVIDED that the Member meets the following qualifications:
    - (1) The Member must maintain continuous electric service from the Cooperative for a minimum period of one (1) year after completion of the Line Extension and installation of the permanent meter; and,
    - (2) The Member is not delinquent in the payment of any Cooperative billing during that one year period.
  - d. Net Revenue is equal to Distribution Usage Charge (DUC) multiplied by the Member's monthly Electricity Usage (CEU) plus the Availability Charge (AC) multiplied by 12 months.  $[(DUC \times CEU) + AC] \times 12$ .
  - e. The data used to determine Net Revenue will be based upon the Member's electricity usage for the twelve month period immediately after installation of the Member's permanent meter.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.06. Electric Service: Rules and Regulations – Line Extensions/Upgrades Page 4 of 10

- f. To be eligible for a refund, a Member must deliver a written request to the Cooperative as follows:
  - (1) The request must be received by the Cooperative within 60 days after the end of the first twelve months after installation of the permanent meter.
  - (2) After receipt of the application or request for refund, the Cooperative will make a determination whether the Member qualifies for the refund.
  - (3) If the Member meets the qualifications set out herein, the Cooperative will pay the refund to the Member within thirty (30) days of making that determination.
  - (4) If the Member does not meet the qualifications, the Cooperative will so inform the Member in writing.
  
- 4. Commercial Member Service Line Extension.
  - a. Commercial Member Service Line Extension includes Permanent Line Extensions intended to provide service to a single commercial project (the “Project”) qualifying for Commercial or Large Commercial Rates as set out in Section III of this Tariff and includes extensions to primary and secondary voltage electric facilities as required to meet the electrical demand and requirements of Applicants requiring commercial service as defined in Section III of this Tariff.
  
  - b. The Cooperative will extend its distribution system and provide transformers, service wire, and meters to the Commercial Development in accordance with the Commercial Member’s construction plans for the Project (“Construction Plans”) as may be approved by the Cooperative.
  
  - c. The Construction Plans shall include the site plan, engineer’s design, survey, topography, plat or map, and construction drawings of the planned commercial development, together with electrical load estimates, profiles, and other relevant information needed by the Cooperative to design the electric distribution system to serve Member’s Project.
  
  - d. The Applicant shall provide the Cooperative, free of charge, with sufficient copies of the Construction Plans as may be necessary for the Cooperative to develop the electric service plan.



# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.06. Electric Service: Rules and Regulations – Line Extensions/Upgrades Page 5 of 10

- e. The Cooperative, in reliance upon the Construction Plans, will estimate the cost (“Cost Estimate”) of the capital improvements needed for the electric service extension to the Member’s Project (the “Capital Improvements”).
- f. The Cost Estimate shall be based on the Cooperative's latest unit cost and shall include all costs to be incurred by the Cooperative in constructing the Capital Improvements to extend electric service to the commercial development, including without limitation, costs of engineering, labor, administrative, material (including distribution system, transformers, service wire, and meters), easements, right-of-way acquisition and clearing, and all other costs directly attributable to the extension.
- g. Member Applicant shall pay to the Cooperative 100% of the Cost Estimate as the Member’s CIAC in advance of the commencement of the final engineering, design, and construction by the Cooperative.
- h. Any increase in the Cost Estimate after the initial Cost Estimate is made, resulting from any revision or change in the Construction Plans, shall be borne 100% by Applicant, shall not be deemed part of the Cost Estimate for determination of the Applicant’s CIAC, and shall be paid in advance of construction related to such revision or changes.
- i. Commercial Members (EXPRESSLY EXCLUDING Commercial Members receiving Service under Schedule “IS”) shall be entitled to receive a refund of up to three (3) times the Net Revenue received by the Cooperative from the usage of electricity by the Member, or 25% of the Cost to the Cooperative to construct the Line Extension, whichever is less; PROVIDED that the Commercial Member meets the following qualifications:
  - (1) The Commercial Member must maintain continuous electric service from the Cooperative for a minimum period of one (1) year after completion of the Line Extension and installation of the permanent meter; and,
  - (2) The Commercial Member is not delinquent in the payment of any Cooperative billing during that one year period.

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### 2.06. Electric Service: Rules and Regulations – Line Extensions/Upgrades Page 6 of 10

- j. Net Revenue is equal to Distribution Usage Charge (DUC) multiplied by the Commercial Member's monthly Electricity Usage (CEU) plus the Availability Charge (AC) multiplied by 12 months.  $[(DUC \times CEU) + AC] \times 12$ .
  - k. The data used to determine Net Revenue will be based upon the Commercial Member's electricity usage for the twelve month period immediately after installation of the Member's permanent meter.
  - g. To be eligible for a refund, a qualifying Commercial Member must deliver a written request to the Cooperative as follows:
    - (1) The request must be received by the Cooperative within 60 days after the end of the first twelve months after installation of the permanent meter.
    - (2) After receipt of the application or request for refund, the Cooperative will make a determination whether the Member qualifies for the refund.
    - (3) If the Member meets the qualifications set out herein, the Cooperative will pay the refund to the Member within thirty (30) days of making that determination.
    - (4) If the Member does not meet the qualifications, the Cooperative will so inform the Member in writing.
- D. Non-Permanent Service Line Extension.
- 1. Non-Permanent Service Line Extension includes line extensions to facilities not meeting the Cooperative's Minimum Usage Requirements set out in Attachment 10 to this Tariff and/or service intended to be on a temporary basis.
  - 2. Members applying for Non-Permanent Electric Service Line Extensions shall pay to the Cooperative 100% of the estimated cost of construction of the service extension as that Member's CIAC, plus the cost of removing the facilities, in advance of commencement of construction of the extension.

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### 2.06. Electric Service: Rules and Regulations – Line Extensions/Upgrades Page 7 of 10

- E. New Development Service Line Extensions.
1. New Development Service Line Extensions include extensions to primary and secondary voltage electric facilities as required to meet the electrical requirements of an Applicant planning a real estate development (“Developer”) within the Cooperative’s Service Area.
  2. The Cooperative will extend its distribution system and provide transformers, service wire, and meters in accordance with a development plan provided by a Developer (“Development Plan”) and as may be approved by the Cooperative.
  3. The Development Plan shall include a site plan, engineer’s design, survey, topography, construction drawings, and final draft of the plat to be filed with the County Clerk, showing all planned streets, easements, and lots, together with electrical load estimates, profiles, and other relevant information needed by the Cooperative to design the electric distribution system to serve the Development.
  4. The Developer shall provide the Cooperative, free of charge, with sufficient copies of the Development Plan as may be necessary for the Cooperative to develop the electric service plan for the Development.
  5. The Cooperative will review the size and location of all electric utility easements shown on the plat or needed to provide adequate electric service within the Development.
  6. The Cooperative shall have the final control of the size and location of all necessary electric line easements.
  7. The Cooperative, in reliance on the Development Plan, will estimate the cost (“Cost Estimate”) of the capital improvements needed for the New Development Electric Service Extension to and within the proposed Development (the “Capital Improvements”).
  8. The Cost Estimate shall be based on the Cooperative's latest unit cost and shall include all costs to be incurred by the Cooperative in constructing the Capital Improvements necessary to extend electric service to and within the Development, including without limitation, costs of engineering, labor, administrative, material (including distribution system, transformers, service wire, and meters), easements, right-of-way acquisition and clearing, and all other costs directly attributable to the extension.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.06. Electric Service: Rules and Regulations – Line Extensions/Upgrades Page 8 of 10

9. The Developer shall pay to the Cooperative 75% of the Cost Estimate as the Developer's CIAC in advance of the commencement of the final engineering, design, and construction of the extension by the Cooperative.
  10. Any increase in the Cost Estimate for the Capital Improvements after the initial Cost Estimate is made, resulting from any revision or change in the Development Plan, shall be borne 100% by Developer, shall not be deemed part of the Cost Estimate for determination of the Developer's CIAC, and shall be paid in advance of construction related to such revision or changes.
- F. Procedure to Obtain Permanent and Non-Permanent Service Line Extension.
1. After a request for a Service Line Extension is received by the Cooperative, the Cooperative will conduct a review of the requested Service Line Extension upon payment of a Cost Analysis Fee to cover the Cooperative's time, equipment, and related costs incurred in conducting the same (See Fee Schedule, Attachment 7 to this Tariff).
  2. The Cooperative will review the Service Line Extension physical requirements (equipment, materials, and easement) and will make an estimate of the costs to be incurred in the requested Service Line Extension ("Cost Estimate").
  3. The Cost Estimate shall be based on the Cooperative's latest unit cost and shall include the cost of all new facilities to be constructed to serve the Applicant's requested Service Line Extension.
  4. The Cost Estimate shall include the total estimated cost for all construction including labor, materials, engineering, administrative, right-of-way acquisition and clearing, and all other costs directly attributable to the requested Service Line Extension.
  5. The Cooperative will attempt to provide the Applicants for Permanent Service Line Extensions with the Cost Estimate within ten (10) business days after receipt of the Cost Analysis Fee, subject however to matters beyond the Cooperative's reasonable control.
  6. Should the Applicant determine to proceed with the Service Line Extension, the Member Applicant shall pay the Cooperative 100% of the Cost Estimate in advance of commencement of the final design, engineering, and construction of the Service Line Extension.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.06. Electric Service: Rules and Regulations – Line Extensions/Upgrades Page 9 of 10

#### G. Large Commercial Line Extension Facilities Charge.

Due to the nature of line extensions for Large Commercial loads, the Cooperative and the Member Applicant may enter into a contract providing for payment of a Facilities Charge in lieu of requiring payment of contribution upon such terms and containing such provisions as the parties may agree.

#### H. Contract Option.

Notwithstanding anything to the contrary contained in this Section, should the Cooperative determine that it is in the best interest of the Cooperative to secure the Member base and electric load, the Cooperative may in its sole discretion contract with the Applicant in any combination of options available provided that the provisions contained in the contract will be just and reasonable, not unreasonably preferential, prejudicial, or discriminatory, and not have an adverse financial impact upon the Cooperative or its members.

#### I. Ownership of Distribution Facilities.

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

#### J. Area Lighting Service Line Extension.

The actual cost of all construction for extension of service for Area Street Lighting Service will be required to be paid in advance by the Applicant as a non-refundable CIAC. No part of the cost of the line extension shall be borne by the Cooperative.

#### K. Deferred Payment Plan.

The Cooperative may in its sole option enter into a Deferred Payment Plan with a Member for payment of all or any portion of the contribution-in-aid of construction and may require satisfactory collateral to ensure payment. The Deferred Payment Plan shall be in substantially the form attached to this Tariff as Attachment 5.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.06. Electric Service: Rules and Regulations – Line Extensions/Upgrades Page 10 of 10

#### L. Line Upgrade.

Commercial and Large Commercial Members shall pay 100% of the cost of line upgrade to serve increased load and 100% of the cost of any special metering required by the Member.

#### M. Power Factor.

The Cooperative may require the Applicant or an existing Member to install appropriate equipment to maintain a power factor within the limits stated in the applicable Rate Schedules, or at the Cooperative's option, to reimburse the Cooperative for the installation of the appropriate equipment.

#### History:

Adopted: 06/22/2006

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# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### Section II. Electric Service: Rules and Regulations – Meter Requirements

Page 1 of 6

#### 2.07. Meter Requirements.

A. Use of Meter.

All electricity consumed or demanded by a Member will be charged by meter measurements, except where otherwise provided for by the applicable rate schedule or contract.

B. Installation.

The Cooperative shall provide and install (at the Cooperative's option) and shall continue to own and maintain all meters necessary for the measurement of electric energy to its Members

C. Standard Type.

All meters will be of a standard type that meets industry metering standards. Special meters used for investigation or experimental purposes are not required to conform to these standards.

D. Location and Installation of Meter.

1. Meters and service switches in conjunction with the meter shall be installed in accordance with the latest revision of American National Standards Institute, Incorporated Standard C12 (American National Code for Electricity Metering) ("ANSI Standard C12"), and will be readily accessible for reading, testing, and inspection, and where such activities will cause minimum interference and inconvenience to the Member.

2. The Member shall provide, without cost to the Cooperative, at a suitable and easily accessible location:

- a. sufficient and proper space for installation of meters and other apparatus of the Cooperative;
- b. meter board;
- c. meter loop;
- d. safety service switches when required; and
- e. an adequate anchor for service drops.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.07. Electric Service: Rules and Regulations – Meter Requirements

Page 2 of 6

3. Where the meter location on the Member's premises is changed at the Member's request, the Member shall provide and have installed at Member's expense all wiring and equipment necessary for the relocation of the meter.

#### E. Accuracy Requirements.

1. No meter that fails to meet the test calibration limits as set by the American National Standards Institute, Incorporated, shall be placed in service or left in service. Whenever upon installation, or after subsequent periodic inspection, or other testing, a meter is found to violate these limits, the meter will be adjusted accordingly.
2. Meters will be adjusted as closely as practicable to the condition of zero error in accordance with ANSI Standards.

#### F. Meter Records.

The Cooperative will keep the following records:

1. Meter Equipment Record.

The Cooperative will keep a record of all of its meters, showing the Member's address and date of the last test. For special meters used for investigation or experimental purposes, the record will state the purpose of the investigation or experiment.

2. Records of Meter Tests.

All meter tests will be properly referenced to the meter record provided in Subsection F.1 of this Section 2.07 (relating to Meter Equipment Record), above. The record of each test made on Member's premises or on request of a Member will show the identifying number and constants of the meter, the standard meter and other measuring devices used, the date and kind of test made, who conducted the test, the error (or percentage of accuracy) at each load tested, and sufficient data to permit verification of all calculations.



# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.07. Electric Service: Rules and Regulations – Meter Requirements

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#### G. Meter Readings.

##### 1. Meter Unit Indication.

Each meter will indicate clearly the kilowatt-hours or other units of service for which a charge is made to the Member.

##### 2. Reading of Meters.

a. Regular Account meters will be read at monthly intervals and, as nearly as possible, on the corresponding day of each meter reading period, but may be read at other than monthly intervals if the circumstances warrant.

b. RS-PAY Account meters are read electronically on a daily basis or otherwise as requested by the Member and approved by the Cooperative.

#### H. Meter Testing.

##### 1. Meter Tests Prior to Installation.

No permanently installed meter will be placed in service unless its accuracy has been established. If any permanently installed meter is removed from actual service and replaced by another meter for any purpose, the Cooperative may test and adjust the meter before being placed back in service as deemed necessary.

##### 2. Testing of Meters in Service.

Meter test periods for all types of meters will conform to the latest edition of ANSI Standard C12 unless specified otherwise by the Cooperative.

##### 3. Meter Tests on Request of Member.

a. The Cooperative will, upon the request of a Member, test the accuracy of the Member's meter at no charge to the Member. The test will be made during the Cooperative's normal working hours and will be scheduled to accommodate the Member or the Member's authorized representative, if the Member desires to observe the test. The test may be made on the Member's premises or at the Cooperative's test laboratory.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.07. Electric Service: Rules and Regulations – Meter Requirements

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- b. If the meter has been tested by the Cooperative, or by an authorized agency, at the Member's request, and within a period of four years the Member requests a new test, the Cooperative will make the test. However, if the subsequent test finds the meter to be within ANSI's accuracy standards, the Cooperative may charge the Member a fee in accordance with the Fee Schedule, which represents the cost of testing, at a rate specified in §2.12, Subsection J, of this Tariff (relating to Meter Test Fee).
- c. Following the completion of any requested test, the Cooperative will promptly advise the Member of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

#### I. Meter Testing Facilities and Equipment.

##### 1. Laboratory Equipment.

The Cooperative will, either with its own facilities or a standardizing laboratory of recognized standing, provide a meter laboratory, standard meters, instruments and other equipment and facilities as may be necessary to make the meter tests required by these rules. Such equipment and facilities will generally conform to ANSI Standard C12.

##### 2. Portable Test Equipment.

The Cooperative may provide portable test instruments for testing billing meters.

##### 3. Reference Standards.

The Cooperative will provide or have access to suitable indicating electrical instruments as reference standards for insuring the accuracy of shop and portable instruments used for testing billing meters.

##### 4. Testing of Reference Standards.

Reference standards of all kinds will be submitted once each year or on a scheduled basis to a standardizing laboratory of recognized standing, for the purpose of testing and adjustment.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.07. Electric Service: Rules and Regulations – Meter Requirements

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#### 5. Calibration of Test Equipment.

Any shop and portable instruments used for testing billing meters will be calibrated by comparing them with a reference standard at least every 120 days during the time such test instruments are being regularly used. Test equipment will at all times be accompanied by a certified calibration card signed by the proper authority, giving the date when it was last certified and adjusted. Records of certifications and calibrations will be kept on file in the office of the Cooperative.

#### J. Adjustments Due to Meter Errors.

1. If any meter is found to be not in compliance with the accuracy standards required by Subsection E of this Section 2.07 (relating to Accuracy Requirements), readings for the prior six (6) months, or from the time the meter was in service since last tested, but not exceeding six (6) months, will be corrected and adjusted billing will be rendered.
2. No refund is required from the Cooperative except to the Member last served by the meter prior to the testing.
3. If a meter is found not to register for any period, unless bypassed or tampered with, the Cooperative will estimate and charge for units used, but not metered, for a period not to exceed six (6) months. The estimated charge will be based on amounts used under similar conditions during the period preceding or subsequent to the period the meter was found not to register, or during corresponding periods in previous years.

#### K. Meter Tampering.

1. For purposes of this Tariff, meter tampering, bypass, or diversion includes without limitation: tampering with the Cooperative's meter or equipment; bypassing the same; other instances of diversion including physically disorienting the meter, attaching objects to the meter to divert or bypass service, inserting objects into the meter; and other electrical, electronic, and mechanical means of tampering with, bypassing, or diverting electrical service.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.07. Electric Service: Rules and Regulations – Meter Requirements

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2. The Cooperative will obtain proof of meter tampering, bypass, or diversion when circumstances warrant action by the Cooperative. Any evidence so obtained will be made available to the appropriate authorities and accompanied by a sworn affidavit when any action regarding meter tampering as provided for in these sections is initiated. A court finding of meter tampering may be used as evidence instead of photographic or other evidence, if applicable. Meter tampering is a criminal offense and the Cooperative will prosecute all persons who tamper with the Cooperative's meters in accordance with the criminal law of the State of Texas.

#### History:

Adopted: 01/22/2004

Revised: 07/22/2009

Revised: 06/18/2010

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### Section II. Electric Service: Rules and Regulations – Delivery of Service

Page 1 of 4

#### 2.08. Delivery of Service.

##### A. Electric Energy.

##### 1. Delivery of Electric Energy.

If Member has satisfied all conditions and performed all obligations contained in these service rules, the Cooperative shall provide electric energy to the Member at the point of delivery. The Cooperative may limit the amount of electric energy furnished to each Member. Electric energy will be provided within a reasonable time. The Cooperative is not obligated to make connections or reconnections after normal office hours.

##### 2. Characteristics of Electric Energy.

##### a. Voltage.

The Cooperative adopts the following standard nominal distribution voltages as measured at the point of delivery:

Single Phase	Three Phase
110 to 127	220 to 254
220 to 254	440 to 508
	253 to 292
	190 to 220

Insofar as practicable, the Cooperative maintains its standard voltages within appropriate variations.

##### b. Frequency.

The Cooperative provides alternating current at a standard frequency of 60 cycles per second. Except for infrequent and unavoidable fluctuations, the Cooperative, in conjunction with local transmission providers, maintains this standard frequency within one-tenth (1/10) of a cycle per second.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.08. Electric Service: Rules and Regulations – Delivery of Service

Page 2 of 4

#### B. Method of Providing Service.

##### 1. Overhead Service Drop.

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

##### 2. Underground Electric Service.

Electric service from underground distribution facilities is available to Members requesting such service. In areas served by the Cooperative's underground system, phase and voltage of electric service may be limited to that which can be provided from existing facilities. Underground conductors are usually connected to the Cooperative's overhead distribution facilities at a location outside the Member's premises or at a suitable location on Member's premises. The location and routing of underground distribution facilities is determined by the Cooperative. No change will be made in the grade along the conductor route without the consent of the Cooperative. Any change in grade which requires lowering electrical conductors will be at the sole expense of the Member.

##### 3. Mobile Home Parks.

In mobile home parks and similar installations, the Cooperative will provide electric service through individual meters to each space for each consuming facility. Either underground or overhead service is available.

##### 4. Apartments.

Electric service may be provided through individual meters for each living unit or through a single master meter.

##### 5. Connections at Point of Delivery.

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

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.08. Electric Service: Rules and Regulations – Delivery of Service

Page 3 of 4

#### C. Continuity of Electric Service.

##### 1. Reasonable Interruptions.

The Cooperative uses reasonable diligence under standard utility practices to provide continuous and adequate service in accordance with the standards set forth in this Tariff.

##### 2. Service Interruptions.

Service interruptions may occur. The Cooperative will make reasonable efforts to prevent service interruptions. When interruptions do occur the Cooperative shall reestablish service as soon as practicable. The Cooperative may interrupt service to provide necessary civil defense or other emergency service in the event of a national emergency or local disaster. The Cooperative may also interrupt service as necessary for maintenance, repairs, construction, moving of buildings or oversized objects, relocation or changes of facilities, to prevent or alleviate an emergency which may disrupt operation of all or any portion of the Cooperative's system, to lessen or remove risk of harm to life or property, and to aid in the restoration of electric service.

##### 3. Service Irregularities.

Irregularities in service such as voltage surges may occur. The Member is responsible for installing and maintaining devices that protect the Member's installation equipment and processes during periods of abnormal service conditions.

##### 4. Investigation of Service Interruptions and Irregularities.

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

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.08. Electric Service: Rules and Regulations – Delivery of Service

Page 4 of 4

5. Limitation of Liability for Service Interruption, Irregularity, and *Force Majeure*.

**THE COOPERATIVE SHALL NOT BE LIABLE FOR EITHER DIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM FAILURES, INTERRUPTIONS, OR VOLTAGE AND WAVE FORM FLUCTUATIONS OCCASIONED BY CAUSES BEYOND THE COOPERATIVE'S REASONABLE CONTROL, 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 GRANTED IN ANY *BONA FIDE* ADVERSE LEGAL PROCEEDINGS OR ACTION, OR ANY ORDER OF ANY COMMISSION, TRIBUNAL, OR GOVERNMENTAL AUTHORITY HAVING JURISDICTION.**

**FOR CLAIMS RESULTING FROM FAILURES, INTERRUPTIONS, OR VOLTAGE AND WAVE FORM FLUCTUATIONS OCCASIONED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE COOPERATIVE OR ITS AGENT(S), THE COOPERATIVE SHALL BE LIABLE ONLY FOR THAT PORTION OF THE DAMAGES ARISING FROM PERSONAL INJURY, DEATH OF PERSONS, OR COSTS OF NECESSARY REPAIRS TO OR REASONABLE REPLACEMENT OF ELECTRICAL EQUIPMENT, PROXIMATELY CAUSED BY THE NEGLIGENT ACTS OF THE COOPERATIVE OR ITS AGENT(S).**

**THE COOPERATIVE SHALL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL DAMAGES.**

History:

Adopted: 01/22/2004

Revised: 06/18/2010



# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### Section II. Electric Service: Rules and Regulations – Member Responsibilities Page 1 of 6

#### 2.09. Member Responsibilities.

##### A. Receipt of Electric Energy.

##### 1. Exclusive Use.

- a. A Regular Account Member shall purchase all electric service from the Cooperative as consumed by Member from a single consuming installation, and may not purchase electric service from any other provider. An RS-PAY Account Member shall purchase all electric service from the Cooperative as desired by the Member, and may not purchase electric service from any other provider.
- b. Members may not connect to another source of electric energy, whether solar, wind, or back-up generator, or any other source of energy, in a manner that may permit electric energy to flow into Cooperative's system from such source without written agreement with the Cooperative.
- c. For experimental purposes and to aid in the orderly development of additional sources of energy, and in conjunction with providing service under any rate in this Tariff, Cooperative may permit non-fossil, Member-produced electric energy to be fed back into the Cooperative's system, provided that the Member has paid for the necessary added metering and protective equipment and that the Member notifies the Cooperative in writing prior to commencement of operation.

##### 2. Member's Installation.

Member shall at all times maintain Member's installation in accordance with the current National Electrical Code as well as other applicable standards that may be imposed by law, ordinance, or this Tariff.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.09. Electric Service: Rules and Regulations – Member Responsibilities

Page 2 of 6

#### 3. Liability For Injury and Damages.

**MEMBER ASSUMES FULL RESPONSIBILITY FOR ELECTRIC ENERGY FURNISHED TO MEMBER AT AND PAST THE POINT OF DELIVERY AND WILL INDEMNIFY THE COOPERATIVE AGAINST AND HOLD THE COOPERATIVE HARMLESS FROM ALL CLAIMS FOR BOTH INJURIES TO PERSONS, INCLUDING DEATH RESULTING THEREFROM, AND DAMAGES TO PROPERTY, OCCURRING UPON THE PREMISES OF THE MEMBER ARISING FROM ELECTRIC POWER AND ENERGY DELIVERED BY COOPERATIVE, except:**

- a. when the negligence of Cooperative or its agent(s) was the sole proximate cause of injuries, including death therefrom, to Member or to employees of a Member or in the case of a residential Member, to all Members of the household; and
- b. 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 (1) any negligence of Cooperative or its agent(s) independent of any matter unrelated to the maintenance of Cooperative's equipment or any condition on Cooperative's premises or (2) the breach by Cooperative of any provision of any contract for electrical energy, service, or facilities between Cooperative and Member.

#### B. Member Use of Electric Energy.

##### 1. Permitted Uses.

Member shall use electric energy provided through Cooperative facilities exclusively for the purpose or purposes specified in the Applicability clause of the Rate Schedule under which Member is receiving service and being billed.

##### 2. Resale Prohibited.

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

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.09. Electric Service: Rules and Regulations – Member Responsibilities Page 3 of 6

3. Interstate Transmission of Electric Energy Prohibited.

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

4. Extension of Member Wiring.

Member may not extend Member's installation across or under a public street or alley or across lands not owned or leased by Member without the written consent of Cooperative and then only where energy is to be used by Member in installations located on two or more sites separated only by a dedicated street or alley. However, such sites are to be located in such a manner that Member's conductors will not occupy a dedicated street or alley opposite land owned by others.

5. Uses Prohibited by Law.

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

C. Member Electrical Load.

1. Load Balance.

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

2. Allowable Motor Starting Currents.

The following motors may be started across-the-line if the starting current (which is the locked rotor current of the motor at nameplate voltage) does not exceed the limits given below:

Nominal Nameplate Voltage	Phase	Maximum Locked Rotor Current*
115-volts	single	50 amperes
230-volts	single	200 amperes
460 volts	single	100 amperes

(\*Groups of motors starting simultaneously are classed as one motor.)

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.09. Electric Service: Rules and Regulations – Member Responsibilities Page 4 of 6

Larger across-the-line starting currents than above may be permitted where Cooperative determines its facilities are adequate and the frequency of starts is such that other Member's service will not be adversely affected. Any motor starting devices must be of a type approved by Cooperative and are to be provided and installed by Member.

#### 3. Intermittent Electric Loads.

Electric service to Member's equipment such as spot- and arc-welding machines, x-ray machines, arc-furnaces, elevators, dredges, locomotives, shovels, feed grinders, etc., whose use of electricity is intermittent and subject to violent fluctuations, is provided to such equipment as a part of Member's installation or by a transformer dedicated solely to that equipment and served as a separate account. Except for individual transformer type arc-welders with a rated primary input current not exceeding 15 amperes at 120-volt operation or 30 amperes at 240-volt operation (38 amperes if Member is served by an individual transformer), Members contemplating the installation of arc-welders and similar equipment are to make specific prior arrangements with Cooperative.

#### 4. Equipment Necessary to Limit Adverse Effect.

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

#### 5. Voltage and Wave Form Sensitive Equipment.

Members planning installation of electric equipment such as computers, communication equipment, electronic control devices, etc., the performance of which may be adversely affected by voltage fluctuations and distorted 60 hertz wave forms, are responsible for providing and installing the necessary facilities to limit adverse effects.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.09. Electric Service: Rules and Regulations – Member Responsibilities Page 5 of 6

6. Change in Member's Electric Load.

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

7. Power Factor.

The Cooperative may require Member to install appropriate equipment to maintain a power factor within the limits stated in the applicable rate schedule or, at Cooperative's option, to reimburse Cooperative for installing the necessary equipment.

D. Access.

Member will allow the Cooperative access to Member's premises at all reasonable hours, including personnel authorized by Cooperative, to inspect, install, or replace Cooperative's property; to read Cooperative's meter; and to perform other activities necessary to provide electric service, including tree trimming and tree removal where such trees in the opinion of Cooperative constitute a hazard to Cooperative personnel or facilities, whether located within or reasonably adjacent to Cooperative's easement, or jeopardize the providing of continuous electric service. Refusal on the part of a Member to provide reasonable access for the above purposes may, at Cooperative's option, be sufficient cause for discontinuance of service.

E. Protect Cooperative's Facilities on Member's Premises.

Member shall use reasonable diligence to protect personnel authorized by Cooperative or by law to have access to such facilities. In the event of loss of, or damage to, Cooperative facilities or injury to Cooperative's employees or agents on Member's premises caused by or arising out of carelessness, neglect, or misuse by Member or unauthorized persons, **MEMBER SHALL INDEMNIFY AND HOLD COOPERATIVE HARMLESS FROM ANY CLAIMS THEREFORE, AND MEMBER WILL BE REQUIRED TO REIMBURSE COOPERATIVE THE COST OF ANY SUCH DAMAGE OR INJURY.**

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.09. Electric Service: Rules and Regulations – Member Responsibilities Page 6 of 6

F. Provide Easements.

Member will provide all easements over, across, and under Member's property where reasonably required by the Cooperative to extend the Cooperative's distribution system to provide electric service to other Member's within the Cooperative's certificated service area as required in the Cooperative's Bylaws. Refusal on the part of a Member to provide reasonable easements for the above purposes may, at Cooperative's option, be sufficient cause for discontinuance of service.

G. Tampering With Cooperative's Meter, Equipment, or Other Property.

No Cooperative meter, equipment, facilities, or other property, whether on Member's premises or elsewhere, are to be tampered with or interfered with for any reason. Cooperative is not liable for injury to Member or Member's employees, agents, invitees, or licensees, resulting from tampering with or attempting to repair or maintain any of the Cooperative's facilities.

History:

Adopted: 01/22/2004

Revised: 06/18/2010

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### Section II. Electric Service: Billing Format

Page 1 of 3

#### 2.10 Billing Format.

##### A. Frequency of Bills.

1. The Cooperative will bill Regular Account Members monthly, unless otherwise authorized by the Board of Directors, or unless service is provided for a period less than one month. Bills will be issued as promptly as possible after meters are read.
2. RS-PAY Accounts are not billed, but the RS-PAY Member Account is debited on a daily for charges incurred.

##### B. Billing Information.

1. The Cooperative will provide to the Member at the time the service is initially installed or modified, and upon request by the Member, the applicable rate schedule and a breakdown of charges without charge.
2. Specific Billing Information for a Regular Account Member is set out on each Member's Bill.
3. Specific Billing Information for an RS-PAY Account Member is available telephonically, electronically, or in person at any of the Cooperative's offices.

##### C. Bill Content.

1. Each Regular Account Member's bill will include all the following information:
  - a. if the meter is read by the Cooperative, the date and reading of the meter at the beginning and at the end of the billing period
  - b. the due date of the bill, as specified in §2.11 of this Tariff (relating to Billing);
  - c. the number and kind of units metered;
  - d. the total amount due after addition of any penalty for nonpayment within a designated period;
  - e. the word "Estimated" displayed to identify an estimated bill;

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.10. Electric Service: Rules and Regulations – Billing Format

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- f. any conversions from meter reading units to billing units, or any other calculations to determine billing units from recording or other devices, or any other factors used in determining the bill;
- g. any amount owed under a written guarantee contract provided the guarantor was previously notified in writing by the Cooperative as required by §2.04 of this Tariff (relating to Credit Requirements and Deposits), and
- h. a **NOTICE** that the bill will be considered delinquent if payment is not received by the 16<sup>th</sup> day following issuance of the Cooperative's bill.

- 2. Regular Account Members will receive a Notice that the Member's electric service will be disconnected from the Cooperative's distribution system WITHOUT FURTHER NOTICE if payment of the bill and any penalty due is not received by the 10<sup>th</sup> day following the Due Date (the Disconnection Date, being the 26<sup>th</sup> day following issuance of the Cooperative's bill), which notice will be in substantially the following language:

DISCONNECTION NOTICE: Accounts not paid by the 10<sup>th</sup> day following the Due Date will be subject to immediate disconnection WITHOUT FURTHER NOTICE.

#### D. Record Retention.

The Cooperative will maintain monthly billing records for each account for two years after the date the bill is mailed. The billing records will contain sufficient data to reconstruct a Member's billing for a given month. Copies of a Member's billing records may be obtained by that Member on request.

#### E. Transfer of Delinquent Balances.

If the Member has an outstanding balance due from another account in the same Member class, then the Cooperative may transfer that balance to the Member's current account. The delinquent balance and specific account will be identified as such on the bill.

- F. Nothing contained in this Section 2.10 shall be deemed applicable to RS-PAY Accounts. RS-PAY Account Billing Content will contain the information described in Section 2.17.E relating to RS-PAY Account Detail.



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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.10. Electric Service: Rules and Regulations – Billing Format

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G. *Reserved*

#### History:

Adopted: 01/22/2004

Revised: 09/25/2008

Revised: 07/22/2009

Revised: 06/18/2010

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### Section II. Electric Service: Billing and Payment

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#### 2.11. Billing and Payment.

##### A. Billing Charges.

1. General. Regular Account and RS-PAY Account Members are obligated to pay for the total amount of charges for electric service shown on the Member's bill or reflected on the RS-PAY Member Account Detail. Such charges shall be computed in accordance with the Cooperative's latest applicable Rate Schedules contained in this Tariff and shall include all applicable fees, taxes, and adjustments.
2. Regular Accounts. Regular Account Billing will be rendered promptly following the reading of meters.
3. RS-PAY Accounts. RS-PAY Accounts will be updated on a daily basis as described in Section 2.17 of this Tariff and a payment history and account balance will be made available to the Member as set out therein.
4. Net Metering Accounts. A Net Metering Producer is subject to the same provisions as Regular Accounts, except that they shall be charged on a Net Metering basis, as follows: The Cooperative shall measure the difference between the amount of electricity delivered by the Cooperative to the Net Metering Producer and the amount of electricity generated by the Net Metering Producer and delivered to the Cooperative during the billing period, in accordance with normal metering practices. If the kWh delivered by the Cooperative to the Net Metering Producer exceeds the kWh delivered by the Net Metering Producer to the Cooperative during the billing period, the Net Metering Producer shall be billed for the kWh difference applied to the applicable total energy charge plus the WPCA as set forth above. If the kWh generated by the Net Metering Producer and delivered to the Cooperative exceeds the kWh supplied by the Cooperative to the Net Metering Producer during the billing period, the Net Metering Producer shall be billed for zero kWh in the current billing cycle and shall be credited in subsequent billing cycles for the kWh difference applied to the purchased power energy charge plus the WPCA as set forth in the applicable rates. When the Net Metering Producer discontinues Net Metering Service, any unused credit will revert to the Cooperative. The Net Metering Producer shall remain responsible for the Availability Charge.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.11. Electric Service: Rules and Regulations – Billing and Payment

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#### B. Regular Billing Accounts.

##### 1. Due Date of Bills.

The Due Date is the date that payment of Regular Account Billing is due and payable in full. The Due Date will be a date 16 days following issuance of the Regular Account Member's bill. The Due Date will be displayed on the bill. A payment for Regular Account electric utility service is delinquent if not received at the Cooperative or at the Cooperative's authorized payment agency by the close of business on the Due Date and will be subject to a penalty as set out in § C below. If the 16<sup>th</sup> day falls on a holiday or weekend, then the Due Date shall be the next business day following the holiday or weekend. This provision does not apply to RS-PAY Accounts because payments are deducted automatically from funds held in the RS-PAY Member's Account.

##### 2. Penalty on Delinquent Bills.

- a. Residential. A one-time penalty of the lesser of 5.0% of the delinquent amount of the bill or \$5.00 may be charged on a delinquent Residential Member's Regular Account bill.
- b. Non-residential. A one-time penalty of five percent (5%) of the delinquent amount above \$50.00 may be charged on a delinquent non-residential Member bill.
- c. The penalty on delinquent bills may not be applied to any balance to which the penalty has already been applied.
- d. In accordance with Texas law, the Cooperative will not assess a fee, penalty, interest, or other charge to the State or any political subdivision for delinquent payment of a bill.

#### C. RS-PAY Billing Accounts.

Specific billing rules applicable to RS-PAY Accounts are contained in Section 2.17 of this Tariff. Please see that Section of the Tariff for special billing provisions relating to that type of account. In the event of any conflict with the provisions herein, the provisions of Section 2.17 shall control.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.11. Electric Service: Rules and Regulations – Billing and Payment

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#### D. Determining Usage of Electric Energy and Billing Demand.

1. Usage of electric energy (expressed as kWh) is usually determined by a meter reading. Electric energy usage is measured at the metering point regardless of whether or not it is the same as the point of delivery.
2. The Billing Demand is the greater of the kW measurement in the current month or eighty-five percent (85%) of the highest demand occurring in the preceding months of June, July, August and September.

#### E. Meter Reading.

The Cooperative has converted to automated meter reading devices in most all locations. Where there is no automated meter reading device, the Cooperative uses reasonable diligence to read those meters monthly except those of Seasonal Members and those Members with whom agreements have been reached providing for the Member to read the meter. Seasonal Members and Members reading meters by agreement are required to read their meter (s) each month on a date designated by the Cooperative. If the Member fails to report a meter reading for three (3) consecutive months, the Cooperative may read the meter and charge a trip fee.

#### F. Meter Test and Accuracy Adjustment.

- a. Upon request of a Member (and if requested in the Member's presence or the presence of the Member's duly authorized representative), the Cooperative will without charge test the accuracy of Member's meter.
- b. The test will be made during the Cooperative's normal working hours at a time convenient to the Member if the Member's presence is requested.
- c. The test may be made on the Member's premises or at a test laboratory as determined by the Cooperative.
- d. Following completion of testing, the Cooperative will promptly advise the Member of the date of removal of the meter, if removed, the date of the test, the result of the test, and who made the test.
- e. Member requested meter testing at no cost shall not exceed once every four (4) years. Re-testing is subject to the provisions of Section 2.12.H., Meter Test Fee.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.11. Electric Service: Rules and Regulations – Billing and Payment

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#### G. Overbilling.

1. If charges are found to be higher than authorized in this Tariff, then the Member's bill will be corrected.
2. The correction will be made for the prior six month period of the overbilling.
3. The Cooperative will not pay interest on the amount of the correction if the Cooperative corrects the overbilling within three billing cycles of the error.
4. If the Cooperative does not correct the overcharge within 3 billing cycles of the error, the Cooperative will pay interest on the amount of the overcharge at the rate set by the Public Utility Commission each year.
  - a. Interest on overcharges that are not adjusted by the Cooperative within 3 billing cycles of the bill in error will accrue from the date of payment or from the date of the bill in error.
  - b. All interest will be compounded monthly based on the annual rate.
  - c. Interest will not apply to leveling plans or estimated billings.

#### H. Underbilling.

1. The Cooperative may backbill the Member for the amount that was underbilled. The backbilling will not collect charges that extend more than six months from the date the error was discovered unless the underbilling is a result of theft of service by the Member.
2. The Cooperative may disconnect service if the Member fails to pay underbilled charges.
3. If the underbilling is \$50 or more, the Cooperative will offer the Member a deferred payment plan option for the same length of time as that of the underbilling. A deferred payment plan will not be offered to a Member whose underpayment is due to theft of service.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.11. Electric Service: Rules and Regulations – Billing and Payment

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4. The Cooperative will not charge interest on underbilled amounts unless such amounts are found to be the result of theft of service (meter tampering, bypass, or diversion by the Member, as defined in §2.07, subsection K, of this Tariff (relating to Meter Tampering).
5. Interest on underbilled amounts shall be compounded monthly at the annual rate and shall accrue from the day the Member is found to have first tampered with the Cooperative's meter.

#### I. Minimum Monthly Charge.

In accordance with the applicable Rate Schedule or Electric Service Contract, the Member shall pay a Minimum Monthly Charge consisting of either an availability charge or other minimum charge, whichever is greater.

#### J. Billing Adjustments.

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

1. WPCA.
2. Sales Tax.
3. Meter Error Adjustment

#### K. Disputed Billing.

1. If there is a dispute between a Member and the Cooperative about a bill for service, the Cooperative will investigate and report the results to the Member. If the dispute is not resolved, the Cooperative will perform a supervisory review. If not then resolved, the Cooperative will inform the Member of the complaint procedures set by the Board of Directors of the Cooperative pursuant to §2.14 of this Tariff (relating to Complaints).
2. Regular Account Members' service will not be disconnected for nonpayment of the disputed portion of the bill until the dispute is completely resolved by the Cooperative.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.11. Electric Service: Rules and Regulations – Billing and Payment

Page 6 of 9

3. Regular Account Members will not be required to pay the disputed portion of the bill which exceeds Member's average monthly usage at current rates pending the resolution of the dispute, which shall occur within 60 days of the receipt of a written notice of dispute in accordance with §2.14 of this Tariff (relating to Complaints).
4. For purposes of this rule only, the Member's average monthly usage at current rates shall be the average of the Member's gross utility service for the preceding 12-month period. When no previous usage history exists, consumption for calculating the average monthly usage shall be estimated on the basis of usage levels of similar Members and under similar conditions.
5. Members are obligated to pay any billing not disputed.

#### L. Notice of Alternate Payment Programs or Payment Assistance.

When a Regular Account Member contacts the Cooperative and indicates inability to pay a Regular Account bill or a need for assistance with the bill payment, the Cooperative will inform the Member of all alternative payment and payment assistance programs available from the Cooperative, such as deferred payment plans, disconnection moratoriums for the ill, or energy assistance programs, as applicable, and of the eligibility requirements and procedure for applying for each.

#### M. Budget Payment Plan.

1. The Cooperative may offer a Budget Payment Plan to Regular Account Members in substantially the form attached as Attachment 6.
2. The Budget Payment Plan will be a level payment plan allowing Residential Members to pay 1/12<sup>th</sup> of that Member's estimated annual consumption at the appropriate Rate each month, based upon the Member's previous twelve-month usage, with provisions for annual adjustments as may be determined based on actual electric use.
3. If a Member for electric utility service does not fulfill the terms and obligations of a Budget Payment Plan, the Cooperative shall have the right to disconnect service to that Member on and after the 10<sup>th</sup> day following the Due Date of the payment as set out in the Budget Plan **WITHOUT FURTHER NOTICE.**

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.11. Electric Service: Rules and Regulations – Billing and Payment

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4. The Cooperative may require a Member deposit from all Members entering into a Budget Payment Plans pursuant to the requirements of §2.04 of this Tariff (relating to Credit Requirements and Deposits). The Cooperative will pay interest on the deposit and may retain the deposit for the duration of the level or average payment plan.

#### N. Payment Arrangement.

A payment arrangement is any agreement between the Cooperative and a Member that allows a Member to pay the outstanding bill after its Due Date but before the Due Date of the next bill. If a Member does not fulfill the terms of the payment arrangement, the Cooperative may disconnect service **WITHOUT FURTHER NOTICE** ten days after the Due Date for the payment arrangement without issuing an additional disconnection notice.

#### O. Deferred Payment Plan.

A Deferred Payment Plan is any written arrangement between the Cooperative and a Member that allows a Member to pay an outstanding bill in installments that extend beyond the due date of the next bill. A Deferred Payment Plan may be established in person or by telephone, and all Deferred Payment Plans shall be put in writing.

1. The Cooperative will offer a Deferred Payment Plan to any Residential Member, including a guarantor of any Residential Member, who has expressed an inability to pay the entire bill, if that Member has not been delinquent in paying more than 2 prior bills during the preceding 12 months.
2. Every Deferred Payment Plan shall provide that the delinquent amount may be paid in equal installments lasting at least 3 billing cycles.
3. When a Member has received service from its current electric utility for less than 6 months, the Cooperative is not required to offer a Deferred Payment Plan if the Member lacks:
  - a. sufficient credit; or
  - b. a satisfactory history of payment for service from a previous utility.
4. Every Deferred Payment Plan offered by the Cooperative shall be substantially in the form attached to this Tariff as Attachment 5 and:



## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### 2.11. Electric Service: Rules and Regulations – Billing and Payment

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- a. shall state, immediately preceding the space provided for the Member's signature and in boldface type no smaller than 14 point size, the following: **"If you are not satisfied with this contract, or if agreement was made by telephone and you feel this contract does not reflect your understanding of that agreement, contact the Cooperative immediately and do not sign this contract. If you do not contact the Cooperative, or if you sign this agreement, you may give up your right to dispute the amount due under the agreement except for the Cooperative's failure or refusal to comply with the terms of this agreement."** In addition, where the Member and the Cooperative representative or agent meet in person, the Cooperative representative shall read the preceding statement to the Member. The Cooperative will provide information to the Member in English and Spanish as necessary to make the preceding boldface language understandable to the Member;
- b. may include a penalty for late payment as set out in the appropriate Tariff provision but shall not include a finance charge;
- c. shall state the length of time covered by the plan;
- d. shall state the total amount to be paid under the plan;
- e. shall state the specific amount of each installment;
- f. shall allow the Cooperative to disconnect service if the Member does not fulfill the terms of the Deferred Payment Plan, and shall state the terms for disconnection;
- g. shall not refuse a Member participation in such a program on the basis of race, color, sex, nationality, religion, or marital status;
- h. shall be signed by the Member and a copy of the signed plan must be provided to the Member. If the agreement is made over the telephone, then the Cooperative shall send a copy of the plan to the Member for signature; and

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.11. Electric Service: Rules and Regulations – Billing and Payment

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- i. shall allow either the Member or the Cooperative to initiate a renegotiation of the Deferred Payment Plan if the Member's economic or financial circumstances change substantially during the time of the deferred payment plan.
5. The Cooperative shall have the right to disconnect immediately a Member who does not meet the terms of a Deferred Payment Plan WITHOUT FURTHER NOTICE.
6. In cases of meter tampering, bypass, or diversion, the Cooperative may, but is not required to, offer a Member Deferred Payment Plan.

#### History:

Adopted: 01/22/2004

Revised: 09/25/2008

Revised: 07/22/2009

Revised: 07/21/2010

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### II. Electric Service: Rules and Regulations – Service Fees

Page 1 of 4

#### 2.12. Service Fees.

A. Membership Fee.

Membership Fee is established in the Bylaws and is set out on the attached Fee Schedule.

B. Connect Fee, Trip Fee, and Reconnection Fee.

Except as provided in these rules, the Cooperative charges a fee for each trip to the Member's premises, including trips for connection and reconnection, in the amounts set out in the Fee Schedule attached to this Tariff as Attachment 5. The Cooperative charges an additional fee as set out on the Fee Schedule for each trip to Member's premises made outside of the Cooperative's normal working hours. The Cooperative may bill any of the fees stated in this Section 2.12 on the Member's next bill.

C. Transfer Fee.

The Cooperative charges a transfer fee for changing an account name at the same service location when the service is not disconnected in an amount set out in the Fee Schedule attached to this Tariff as Attachment 7.

D. Returned Check Charge.

The Cooperative charges the Member for each check or negotiable instrument used in payment to the Cooperative for electric service and returned for any reason by the bank upon which such check is drawn. The charge is set out on the Fee Schedule attached to this Tariff as Attachment 7.

E. Survey Fee.

The Cooperative charges a Survey Fee for each trip to a prospective Member's location to survey the site for possible installation of service.

F. Remote Power Monitor Fee.

The Cooperative charges a monthly fee for the operation of a Remote Power Monitor at a Member's location in the amount set out on the Fee Schedule attached to this Tariff as Attachment 7.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.12. Service Rules and Regulations – Service Fees

Page 2 of 4

G. Investigation Fee.

If a Member requests that the Cooperative make an investigation of any outage or service irregularity or if the Member reports or causes to be reported a service outage or irregularity, and the Cooperative determines that such outage or irregularity was caused by Member, Member's equipment or installation, then the Cooperative may charge Member the actual and reasonable cost of conducting the investigation.

H. Meter Test Fee.

No charge shall be made for a meter test except as provided in this Tariff. If the Member's meter has been tested at Member's request within a period of four years and within that period of four years the Member requests a new test, the Cooperative shall make the test, but if the meter is found to be within the accuracy standards established by the ANSI, the Cooperative may charge the Member a fee which reflects the cost to test the meter, but in no event less than the Meter Test Fee set out on the Fee Schedule attached to this Tariff as Attachment 7.

I. Delinquent Residential Account Penalty.

The Cooperative charges a one-time penalty for each delinquent payment on Regular Member Accounts as set out in the applicable Rate Schedule.

J. Delinquent Commercial & Industrial Account Penalty.

The Cooperative charges a one-time penalty for each delinquent payment as set out in the applicable Rate Schedule.

K. Deferred Payment Plan Penalty.

The Cooperative charges a one-time penalty for each delinquent payment as set out in the Deferred Payment Plan agreement or the applicable Rate Schedule, but no finance charge will be due.

L. Switchover Fee.

Where service to a Member is being switched from the Cooperative to another electric utility, the Member shall pay the following charges:

1. A Switchover Fee in an amount sufficient to cover average labor and transportation costs incurred in making the disconnection.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.12. Service Rules and Regulations – Service Fees

Page 3 of 4

2. Any unpaid construction, line extension, or other contract charges.
3. A Facilities Removal Charge in an amount to cover the cost to remove any Cooperative property, plant, or facilities used to provide service to the Member, if the removal is made at the Member's request, for legal or safety seasons, or by requirement of any authority.
4. A charge for distribution, transmission, and generation facilities rendered idle as a result of the disconnection and not usable on another part of the Cooperative's system, consisting of the original cost of such facilities less depreciation, salvage, and contributions in aid of construction, plus the cost of removing idled facilities deemed by the Cooperative or the Cooperative's G&T provider to be economically salvageable.
5. Prior to disconnection, the Member shall pay the Cooperative for all service up through the date of disconnection as well as the charges set forth in this Tariff. Upon receipt of payment, the Cooperative will give the Member a paid receipt. The connecting electric utility may not provide service to the Member until such utility has evidence from the Cooperative that the Member has paid for electric service through the date of disconnection and any charges for disconnection applicable in accordance with this Tariff.

#### M. Reproduction of Tariff Sheets.

The Cooperative charges a fee for reproduction of Tariff Sheets in the amount set out on the Fee Schedule attached to this Tariff as Attachment 7. This fee must be paid in advance of reproduction.

#### N. Relocation or Temporary Placement of Facilities.

If the Member requests relocation of Cooperative facilities or temporary placement of new or existing facilities, the Member shall pay to the Cooperative the actual cost of construction and removal. An estimate of actual costs shall be paid in advance. All amounts paid shall be non-refundable.

#### O. Cancellation of Contract.

If Member cancels any agreement for the provision of electric service after acceptance by the Cooperative but before service is initiated, the Member may be charged the actual costs incurred by the Cooperative.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### Mid-South Synergy

#### 2.12. Service Rules and Regulations – Service Fees

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P. *Reserved.*

#### History:

Adopted: 01/22/2004

Revised: 07/22/2009

Revised: 06/18/2010

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### II. Electric Service: Rules and Regulations – Member Relations

Page 1 of 1

#### 2.13. Member Relations.

A. Facilities for Providing Electric Service.

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

B. Cost of Providing Service.

Prospective Residential Applicants will be informed of the lowest-priced service alternatives available, giving consideration to equipment options and installation charges, if any.

C. Tariff.

The Cooperative maintains and makes available for inspection a copy of its current Tariff at each of its business offices. The Cooperative will provide a copy of any applicable portion of the Tariff upon receipt of the Reproduction Fee. Notice of the availability of Tariff is posted in each business office in the same area where Applications for Service are received.

D. Meter Reading.

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

#### History:

Adopted: 01/22/2004

Revised: 06/18/2010

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### II. Electric Service: Rules and Regulations - Complaints

Page 1 of 2

#### 2.14. Complaints.

##### A. Complaints to the Cooperative.

A Member or Applicant may file a complaint in person, by letter, or by telephone with the Cooperative. The Cooperative will promptly investigate and advise the Complainant of the results of the investigation within 30 days.

##### B. Supervisory Review by the Cooperative.

Any Member or Applicant has the right to request a supervisory review of the complaint and investigation if not satisfied with the Cooperative's response, in accordance with the following provisions:

1. If the Cooperative is unable to provide a supervisory review immediately following the Member's request, then arrangements for the review shall be made for the earliest possible date.
2. Service will not be disconnected before completion of the review. If the Member chooses not to participate in a review, then the Cooperative may disconnect service, upon proper notice of disconnection in accordance with the procedures set forth in §2.15 of this Tariff (relating to Disconnection of Service).
3. The results of the supervisory review will be provided in writing to the Complainant within 10 days of the review, if requested by the Complainant.
4. Complainants dissatisfied with the Cooperative's supervisory review will be informed of the right to file an appeal of the complaint with the Board of Directors.

##### C. Complaints to the Board of Directors.

1. Complainants dissatisfied with the results of the Cooperative's response to the Member's complaint may appeal to the Board of Directors.
2. The Cooperative will advise the Complainant in writing of the right to appeal to the Board of Director through the informal complaint resolution process described herein.



# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.14. Electric Service: Rules and Regulations – Complaints

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3. The Complainant shall give written notice of the Complainant's appeal to the Board by sending notice of appeal to the President of the Board of Directors at P. O. Box 970, Navasota, Texas 77868.
4. The Board President shall give notice to the Cooperative of the Complainant's appeal and inquire as to the nature of the complaint and any action taken by the Cooperative to attempt to resolve the same.
5. Within 30 days after the receipt of notice from the Board President of the Complainant's notice of appeal, the Cooperative shall provide the Board with copies of the original complaint filed by the Complainant and the results of the Cooperative's investigation and supervisory review.
6. The Board of Directors will take such action on the complaint as is warranted by the then existing circumstances and will respond to the Complainant in writing within 90 days of the receipt of the Cooperative's response to the Board's inquiry.
7. The Cooperative shall keep a record of all complaints including the name and address of the Complainant, the date and nature of the complaint, and the response thereto, for a period of 2 years after the final resolution of the complaint. Complaints about rates or charges that require no further action by the Cooperative need not be recorded.

#### History:

Adopted: 01/22/2004  
Revised: 09/25/2008  
Revised: 07/22/2009  
Revised: 06/18/2010

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### II. Electric Service: Rules and Regulations – Discontinuance/Disconnection Page 1 of 7

#### 2.15. Discontinuance and Disconnection of Service.

##### A. Member Initiated Discontinuance of Service.

###### 1. Member Request.

- a. Regular Account Members desiring to discontinue electric utility service shall make a written, electronic or other acceptable request to the Cooperative, identifying the Member, the Member's account number, the service location where discontinuance is desired, and the date service is requested to be discontinued. Such request shall be filed at any office of the Cooperative.
- b. RS-PAY Account Member's service is discontinued upon consumption of the RS-PAY Account Deposit.

###### 2. Discontinuance Following Receipt of Member's Request.

Where practicable, discontinuance will be made on the date requested by the Member; however, the Cooperative shall not be obligated to discontinue service earlier than the second full business day following receipt of Member's request.

##### B. Cooperative Initiated Disconnection of Service.

###### 1. Disconnection – Failure to Pay for Electric Service – Regular Account.

Regular Account Disconnection Date for failure to pay for electric service to a Regular Account is the day on or after 10 days following (i) the Due Date (as defined in §2.11.B, Due Date of Bills), or (ii) the payment date provided by any Payment Arrangement (§2.11.N., Payment Arrangement), Budget Payment Plan (§2.11.O., Budget Payment), or Deferred Payment Plan (§2.11.N., Deferred Payment). The Cooperative may disconnect electric utility service immediately if the Member fails to pay the Member's electric bill by the Disconnection Date. The electric utility bill or payment plan will contain the notice of the Cooperative's right to disconnect for failure to pay for electric service by the Disconnection Date set out in §2.15. No additional written notice of intent to disconnect will be given. The Cooperative may give telephonic notice, but such telephonic notice is not a prerequisite to disconnection for failure to pay the electric bill and penalties by the Disconnection Date.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.15. Service Rules and Regulations – Disconnection of Service

Page 2 of 7

#### 2. Disconnection – Reasons Other than Failure to Pay for Service.

Electric utility service to Regular and RS-PAY Accounts may be disconnected after notice for any of these reasons:

- a. violation of the Cooperative's rules on using service in a manner which interferes with the service of others or the operation of nonstandard equipment where a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;
- b. failure to pay a deposit as required by §2.04 of this Tariff (relating to Regular Accounts Credit Requirements and Deposits);
- c. failure of the guarantor to pay the amount guaranteed, when the Cooperative has a written agreement, signed by the guarantor, that allows for disconnection of the guarantor's service (Regular Accounts);
- d. violation of the Cooperative's Bylaws or this Tariff;
- e. failure to provide an easement for extension of service lines to adjoining property;
- f. failure or refusal to perform any obligation contained in the Member's Electric Service Agreement, any Electric Service Contract, the Tariff, these Service Rules and Regulations, the Rate Schedule, or any applicable easement;
- g. failure or refusal to provide the Cooperative reasonable access to the Cooperative's facilities located on Member's premises; or
- h. failure or refusal to comply with any applicable Federal, State, Municipal, or other law, ordinance, rule, or regulation.

#### 3. Disconnection – Without Prior Notice.

Electric utility service to Regular and RS-PAY Account Members may be disconnected without prior notice for any of the following reasons:

- a. where a known dangerous condition exists for as long as the condition exists. Where reasonable, given the nature of the hazardous condition, the Cooperative will post a notice of (cont'd)

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.15. Service Rules and Regulations – Disconnection of Service

Page 3 of 7

disconnection and the reason for the disconnection at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected;

- b. where service is connected without authority by a person who has not made application for service;
- c. where service was reconnected without authority after termination for nonpayment; or
- d. where there has been tampering with the Cooperative's equipment or evidence of theft of service.

#### 4. Disconnection Prohibited.

The Cooperative will not disconnect a Regular Member or discontinue an RS-PAY Member utility service, where applicable, for any of the following reasons:

- a. delinquency in payment for electric utility service by a previous occupant of the premises;
- b. failure to pay for merchandise or charges for non-electric utility service provided by the Cooperative;
- c. failure to pay for a different type or class of electric utility service unless charges for such service were included on that account's bill at the time service was initiated;
- d. failure to pay charges arising from an underbilling, except theft of service, more than 6 months prior to the current billing;
- e. failure to pay disputed charges, except for the payments required under a Budget Payment Plan, until a determination as to the accuracy of the charges has been made by the Cooperative and the Member has been notified of this determination;
- f. failure to pay charges arising from an underbilling due to any faulty meter, unless the meter has been tampered with or unless such underbilling charges are due under §2.07, subsection K, of this Tariff (relating to Meter Tampering); or

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.15. Service Rules and Regulations – Disconnection of Service

Page 4 of 7

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

5. Disconnection: Holidays or Weekends, Regular Account Members.

Unless a dangerous condition exists or the Member requests disconnection, Regular Members electric service will not be disconnected on holidays or weekends, or the day immediately preceding a holiday or weekend, unless Cooperative personnel are available on those days to take payments and reconnect service.

6. Disconnection: Electric Utility Abandonment.

The Cooperative will not abandon a Member or a certificated service area without written notice to its Members and all similar neighboring utilities, and approval from the Public Utility Commission.

7. Disconnection: Regular Account Electric Service to the Ill and Disabled.

The Cooperative will not disconnect service at a permanent, individually metered dwelling unit of a delinquent Member when the Member establishes that disconnection of service will cause some person residing at that residence to become seriously ill or more seriously ill.

- a. Each time a Member seeks to avoid disconnection of service under this Subsection, the Member must accomplish all of the following by the stated date of disconnection:

- i. have the person's attending physician (for purposes of this Subsection, the term "physician" shall mean any public health official, including medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the Cooperative by the Due Date (as defined in § 2.11 B);
- ii. have the person's attending physician submit a written statement to the Cooperative by the 10<sup>th</sup> day following the Due Date; and
- iii. enter into a Deferred Payment Plan for the payments due.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.15. Electric Service: Rules and Regulations – Disconnection of Service Page 5 of 7

- b. The prohibition against service termination provided by this Subsection shall last 47 days from the Due Date or a shorter period as may be agreed upon by the Cooperative and the Member or physician.

8. Disconnection: Regular Account Service to Energy Assistance Clients.

The Cooperative may not terminate service to a delinquent Residential Member for a billing period in which the Cooperative receives a pledge, letter of intent, purchase order, or other notification that the energy assistance provider is forwarding sufficient payment to continue service.

9. Disconnection: Regular Account Service during Extreme Weather.

The Cooperative will not disconnect a Member anywhere in its service territory on a day when:

- a. the previous day's highest temperature did not exceed 32 degrees Fahrenheit, and the temperature is predicted to remain at or below that level for the next 24 hours, according to the nearest National Weather Service (NWS) reports; or
- b. the NWS issues a heat advisory for any county in the Cooperative's service territory, or when such advisory has been issued on any one of the preceding 2 calendar days.

10. Disconnection: Master-metered Apartments.

When a bill for electric utility service is delinquent for a master-metered apartment complex:

- a. The Cooperative will send a notice to the Member as required in Subsection 10 of this Section (relating to Disconnection Notices). At the time such notice is issued, the Cooperative will also inform the Member that notice of possible disconnection will be provided to the tenants of the apartment complex in 6 days if payment is not made before that time.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.15. Electric Service: Rules and Regulations – Disconnection of Service Page 6 of 7

- b. At least 6 days after providing notice to the Member and at least 4 days before disconnecting, the Cooperative will post a minimum of 5 notices in conspicuous areas in the corridors or other public places of the apartment complex. Language in the notice shall be in large type and shall read:

**"Notice to residents of (name and address of apartment complex): Electric utility service to this apartment complex is scheduled for disconnection on (date), because (reason for disconnection)."**

#### 11. Disconnection Notices Required: Regular Account Electric Service.

A disconnection notice issued by the Cooperative in accordance with § 2 above to a Member receiving Regular Account Electric Service will:

- a. be a separate mailing or hand delivered with a stated date of disconnection with the words **"DISCONNECTION NOTICE"** or similar language prominently displayed.
- b. have a disconnection date that is not a holiday or weekend day, not less than 10 days after the notice is issued.
- c. be in English and in Spanish.

#### C. Effect of Discontinuance or Disconnection of Service.

##### 1. Member's Obligations.

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

##### 2. Cooperative's Rights.

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

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.15. Electric Service: Rules and Regulations – Disconnection of Service

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D. Non-Waiver.

Failure of Cooperative to discontinue or disconnect electric service at any time after default or breach of these Service Regulations, the Member's Rate Schedule, or the Electric Service Agreement, or to resort to any legal remedy or its exercise of any one or more of such remedies does not affect the Cooperative's right to resort thereafter to any one or more of such remedies for the same or any future default or breach by Member.

E. Dismantling of Cooperative Facilities.

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

F. Liability for Discontinuance or Disconnection of Service.

The Cooperative shall not be liable for any damages of any kind or character resulting from Discontinuance or Disconnection of service made pursuant to these Rules.

G. Regular Account – Refund of Deposit.

After disconnection of electric service, if electric service is not reconnected, the Cooperative will refund the Member's Deposit maintained in the Member's Regular Account, plus accrued interest on the balance, if any, in excess of unpaid bills for electric service furnished.

#### History:

Adopted: 01/22/2004  
Revised: 09/25/2008  
Revised: 07/22/2009  
Revised: 06/18/2010



# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### Section II. Electric Service: Distributed Generation

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Adopted: 10/27/2005

Latest Revision: 07/21/2010

#### 2.16. Distributed Generation.

This Section 2.16 applies to the interconnection and parallel operation of Distributed Generation Facilities as well as to electric utility service to such Distributed Generation Facilities. If any part of this Section is found to be in conflict with any other provision of this Tariff, this Section shall control. By agreement, the Cooperative and the person or entity (the “Producer”) operating a Distributed Generation (“DG”) Facility may establish additional or different terms, conditions, or rates for the sale or purchase of electricity.

##### A. Definitions applicable to Distributed Generation

**Applicant:** Cooperative Member requesting an interconnection agreement for the parallel operation of DG Facilities.

**Avoided Costs:** The incremental costs to an electric utility of electric energy or capacity or both which, but for the purchase from the qualifying DG Facility or qualifying DG Facilities, such utility would generate itself or purchase from another source.

**Commercial Producer:** A Producer that operates a DG Facility other than a Net Metering Producer.

**Contribution-in-aid-of-construction (CIAC):** A non-refundable Member contribution toward qualifying line extensions of Cooperative facilities to Member owned facilities. The method by which CIAC is calculated is set forth in the Cooperative’s tariffs.

**Cooperative’s Utility System:** Those electric facilities owned, operated, and maintained by the Cooperative excluding those facilities owned, operated, and maintained by the Member divided by the point of delivery.

**Day:** A Day referred to herein shall mean a calendar day.

**Disconnect Switch:** A readily visible, accessible, and lockable open point between the Member’s DG Facility and the Cooperative’s source of power. It shall have full load break capability for all expected operating conditions.

**Distributed Generation (DG):** The generation of electric power from an electrical generation facility with 10 MW or less of capacity, with a delivery voltage of 25 kilovolts or less located at the Member’s point of delivery, and that may be connected in parallel with the Cooperative’s Utility System.

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.16. Service Rules and Regulations – Distributive Generation

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**DG Facility:** Distributed Generation Facility is an electric power producing facility producing Distributed Generation as defined above that encompasses all equipment, control systems, and wiring owned by the Member, including transformers and switchyard equipment, necessary to generate, modulate, monitor quality, connect, and disconnect electric energy in parallel with the Cooperative’s utility system. Cooperative Revenue Metering is not included in the DG Facility and is neither owned nor operated by the Member, even where located past the point of delivery.

**DG Manual:** A supplemental document to the Cooperative’s Tariff providing guidelines and procedures for applying for DG service and, for providing the required information and elements of design necessary for the safe operation of, ownership of, and liability for owning and operating Distributed Generation Facilities.

**DG Plan:** Distributed Generation Plan consists of all documents providing connection diagrams, equipment specifications, and electrical layouts describing the DG Facilities and physical locations of all pertinent parts of the DG Facilities.

**ERCOT (Electric Reliability Council of Texas):** The Electric Reliability Council of Texas operates the electric transmission grid in Texas.

**Export Power:** Electric energy produced for sale by DG Facilities to the Cooperative.

**IEEE 519:** The Institute of Electrical and Electronic Engineers (IEEE) Standard outlining harmonic control on electric power systems.

**IEEE 1547:** The Institute of Electrical and Electronic Engineers Standard for Interconnecting Distributed Resources with Electric Power Systems. The standard was approved as an American National Standard in October 2003 and governs the means and ways of DG interconnection.

**ISO (Independent System Operator):** A non-profit entity (effectively) that does not own transmission assets and that is responsible for operating the network reliably and economically. The ISO for Texas is ERCOT.

**Interconnection:** Interconnection occurs when a DG Facility is constructed in such a manner as to tie the DG Facility to the Cooperative’s Utility System either directly or indirectly in a permanent or temporary manner.

**Interconnection Agreement/Contract:** The Interconnection Agreement or Contract as used herein shall refer to either the “Agreement for Interconnection Distributed Generation: Net Metering Producer” or “Agreement for Interconnection and Parallel

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.16. Service Rules and Regulations – Distributive Generation

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Operation of Distributed Generation: Commercial Producer” depending upon the classification and rate schedule of the connected Distributed Generation.

**Interconnection Costs:** The reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the Cooperative directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a qualifying facility, to the extent such costs are in excess of the corresponding costs which the Cooperative would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection costs do not include any costs included in the calculation of avoided costs.

**Large Commercial Producer:** A Commercial Producer that operates on-site Distributed Generation generating 750 kW or more of electric energy using of any form of distributed generation.

**Member:** The qualified entity or individual that has joined the Cooperative according to all the rules, regulations, and bylaws of the Cooperative.

**Net Metering:** The amount of total energy arising from the algebraic sum of the power flow from the Member’s DG Facility and the power flow into the Member’s DG Facility over a specified period of time.

**Net Metering Producer:** A Producer that operates on-site Distributed Generation of less than 30 kW that produces power by the use of any form of distributed generation.

**Parallel Operation:** Parallel operation occurs at any time when conditions exist where DG Facilities are electrically connected to the Cooperative’s facilities. An open switch when it is the only electrical point of connection does not allow parallel operation but does allow the possibility.

**Point of Delivery:** That point of connection separating the Cooperative’s System from the Member owned electric facilities; usually where the service drop is connected to the service entrance, where the connectors belong to the Cooperative.

**Power Generating Installation:** A qualifying small power production facility or a qualifying cogeneration facility under Subpart B of the Federal Energy Regulator Commission’s Regulations under Section 201 of the Public Utility Regulatory Policies Act of 1978 (or the latest version), including any generator and associated equipment, wiring, protective devices, or switches owned or operated by a Producer.

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**Power Quality:** A set of boundaries for voltage, frequency, current, and harmonics that allow electrical systems to function in their intended manner without significant loss of performance or life.

**Producer:** A Member that owns or operates a DG Facility that produces electric energy for the purpose of selling wholesale electricity to the Cooperative, or to shave load.

**Qualifying Facility:** A Power Generating Installation as defined by the Public Utility Regulatory Act of 1978 (PURPA), which must have as its primary energy source biomass, waste, renewal resources, or geothermal resources.

**Qualifying Power Generating Installation:** A small power production facility is a Qualifying Facility if it meets the criteria outlined in FERC Subpart B Section 292.204:

- (1) Meets the maximum size criteria specified in § 292.204(a);
- (2) Meets the fuel use criteria specified in § 292.204(b); and
- (3) Has filed with the Commission a notice of self-certification, pursuant to § 292.207(a); or has filed with the Commission an application for Commission certification, pursuant to § 292.207(b) (1), that has been granted.

**Renewable Energy Technology:** Renewable energy is energy generated from natural resources—such as sunlight, wind, rain, tides and geothermal heat—which are renewable (naturally replenished). Renewable energy technologies include solar power, wind power, hydroelectricity, micro hydro, biomass and biofuels.

**Small Commercial Producer:** A Commercial Producer that operates on-site Distributed Generation that generates 30 kW or more of electric energy up to 750 kW and that produces power by the use of any distributed generation.

**Stand-alone or Isolated DG Facility:** A DG Facility that is not connected in any way to the Cooperative's Utility System or to any other electric facilities that may or may not interconnect with the Cooperative's Utility System and provides electric energy to specific loads.

**Synchronism:** A system condition where the frequency, magnitude, and phase angle of two separate voltage waveforms from separate power sources match.

**System Emergency:** A condition on the Cooperative's Utility System which is likely to result in imminent significant disruption of service to customers or is imminently likely to endanger life or property.

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

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#### B. Obtaining Interconnection.

Any Producer owning or operating a power generating installation or DG Facility and desiring to interconnect with the Cooperative's system shall meet the following interconnection requirements. These requirements are conditions precedent to any obligation of the Cooperative to interconnect or provide any form of electric utility service to the Producer's DG Facility:

##### 1. Cooperative Membership.

A Producer shall:

- i. meet all Cooperative membership and service requirements
- ii. apply for interconnection by completing an Application for Operation of Member Owned Generation in the form attached to the Cooperative's DG Manual,
- iii. provide an easement satisfactory to the Cooperative (if required by the Cooperative), and
- iv. otherwise comply with the Cooperative's Bylaws and the Rules and Regulations and Rates of the Cooperative's Tariff.

##### 2. Provide Information.

At least six (6) weeks in advance of the date that interconnection is desired, a Producer shall submit a plan (the "DG Plan") showing the electric design of the generating installation, including interconnection requirements, size, operational plans, and equipment for interconnection with the Cooperative's Utility System. Producer shall also provide such additional information as may be required by the Cooperative. In the event the Producer's DG Plan involves the use of non-standard equipment or design techniques, the Cooperative may require that the DG Plan be approved by a registered professional engineer.

**ANY REVIEW OR ACCEPTANCE OF THE DG PLAN BY THE COOPERATIVE SHALL NOT IMPOSE ANY LIABILITY ON THE COOPERATIVE AND DOES NOT GUARANTEE THE ADEQUACY OF PRODUCER'S EQUIPMENT TO PERFORM ITS INTENDED FUNCTION. THE COOPERATIVE DISCLAIMS ANY EXPERTISE OR SPECIAL KNOWLEDGE RELATING TO THE DESIGN OR PERFORMANCE OF GENERATING INSTALLATIONS AND DOES NOT WARRANT THE EFFICIENCY, COST-EFFECTIVENESS, SAFETY, DURABILITY**

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#### OR RELIABILITY OF DG FACILITIES.

#### 3. Pay for Extension of Cooperative's Facilities.

The Producer shall 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 DG Facility, 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) longevity, capacity, and dependability of power to be received by the Cooperative, (6) anticipated annual revenue, and (7) compatibility with planned system improvements.

The Cooperative may require the Producer to pay CIAC that equals the amount of material and labor necessary to construct electric facilities from existing Cooperative's Utility System to Producer's DG Facility and/or modifications to Cooperative's distribution system required as a result of Producer's equipment. The Cooperative may also require Producer to pay in advance for an Engineering Study to be conducted by the Cooperative's Engineering Consultant that will determine what if any modifications are required to the Cooperative's distribution system to accommodate Producer's equipment. The Engineering Study may take a minimum of four (4) weeks.

#### 4. Provide Liability Insurance.

A Producer shall furnish a certificate from the Producer's insurance carrier showing liability insurance satisfactory to the Cooperative, including contractual liability insurance covering indemnity agreements, which insures the Producer against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation, and maintenance of the Producer's DG Facility. The amount of such insurance coverage shall be

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(a) for a Net Metering Producer's DG Facilities, at least \$250,000.00 per occurrence; (b) for Small Commercial DG Facilities generating 30 kW or more of electric power but less than 750 kW, at least \$500,000.00 per occurrence, and/or (c) for Large Commercial DG Facilities generating over 750 kW of electric power, at least \$1,000,000.00 per occurrence. The certificate shall also provide that the insurance policy will not be changed or cancelled during its term without 30 days written notice to the Cooperative. The Cooperative is to be a named an additional insured.

#### 5. Sign and Deliver Written Agreements.

A Net Metering Producer shall sign and deliver to the Cooperative an Agreement for Interconnection of Distributed Generation: Net Metering Producer, on the form attached to this Tariff as Addendum 11.

A Commercial Producer shall execute a Rate Agreement where required by the Cooperative and an Agreement for Interconnection and Parallel Operation of a Distributed Generation: Commercial Producer, on the form attached to this Tariff as Addendum 12.

#### 6. Complete Construction.

The Producer shall construct the DG Facility and install a disconnect switch and other protective equipment as may be required by the Cooperative to protect its personnel, facilities, and operations.

#### 7. Comply with Laws.

Producer shall comply with Federal, State, and local laws, ordinances and regulations applicable to power generating installations. The Producer is responsible for and must follow the Cooperative's Tariffs, line extension policies, the policies and procedures of the Cooperative's Power Supplier where applicable, and the policies and procedures of the Cooperative's transmission service provider where applicable. The Producer is responsible for and must follow the current *Institute of Electrical and Electronics Engineers (IEEE) 1547 Standard Guide for Distribution Generation Interconnection*, other applicable IEEE standards, the current National Electric Code (NEC) 690, and applicable ANSI standards.

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8. Notify Cooperative.

Notify the Cooperative in writing at least two weeks in advance of energizing the DG Facility and permit the Cooperative to inspect and test protective equipment.

9. Eliminate Conditions Preventing Interconnection.

In the event that it comes to the attention of the Cooperative that there are conditions preventing safe interconnection and proper parallel operation, the Cooperative will notify the Producer and the Producer shall not interconnect and/or initiate parallel operation until such conditions are corrected and the Producer has provided at least two weeks advance written notice to the Cooperative.

THE FOREGOING NINE REQUIREMENTS ARE CONDITIONS PRECEDENT TO ANY OBLIGATION OF THE COOPERATIVE TO INTERCONNECT OR PROVIDE ANY FORM OF ELECTRIC UTILITY SERVICE TO A DISTRIBUTIVE GENERATION FACILITY.

B. Parallel Operation.

1. Installation.

With the exception of only the Cooperative's meter(s), the Producer shall own and be solely responsible for all expenses, installation, maintenance, and operation of the DG Facility at and beyond the point where the Producer's conductors contact Cooperative's conductors. The Producer's generating installation shall be designed and installed in accordance with applicable codes, regulations, and prudent engineering practice.

After completion of interconnection requirements and prior to initiation of service, the Cooperative will conduct a final inspection of the facilities and interconnection to the Cooperative's system. In the event that the interconnection does not pass the inspection, the project will be turned down and must be re-inspected following the necessary corrections. Upon satisfactory final inspection, the Cooperative will initiate service to the Producer. The Cooperative's final inspection is intended as a means to safeguard the Cooperative's facilities and personnel. **THE COOPERATIVE'S REVIEW AND ACCEPTANCE OF SUCH PLANS, SPECIFICATIONS, AND OTHER INFORMATION SHALL NOT IMPOSE ANY LIABILITY ON THE COOPERATIVE AND**



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**DOES NOT GUARANTEE THE ADEQUACY OF THE PRODUCER'S EQUIPMENT OR GENERATING FACILITY TO PERFORM ITS INTENDED FUNCTION.**

2. Self-Protected Generating Installation.
  - a. The Producer will furnish, install, operate, and maintain in good order and repair all equipment necessary for the safe operation of the DG Facility in parallel with the Cooperative's electric distribution system. The equipment will have the capability to both establish and maintain synchronism with the Cooperative's system and to automatically disconnect and isolate the DG Facility from the Cooperative's system in the event of an outage of the Cooperative's system or a malfunction of the DG Facility.
  - b. The Producer's DG Facility 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 DG Facility 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 protection functions may be required by the Cooperative when, in the sole judgment of the Cooperative, the particular DG Facility characteristics and/or distribution system characteristics so warrant.
3. Quality of Service.
  - a. The Producer's DG Facility will generate power at the nominal voltage of the Cooperative's electric distribution system at the Producer's delivery point as defined by ANSI C84.1 and at the nominal system frequency of 60 Hz within the tolerances as defined by IEEE 1547. The Producer's DG Facility shall generate at a power factor that is as near one hundred percent (100%) as is practicable but not leading (greater than 100%). In the event that the power factor is less than ninety-seven percent (97%) lagging or greater than unity (100%), the Producer will provide proper power factor correction or reimburse the Cooperative for the cost of any necessary correction.

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- b. The overall quality of the power provided by the Producer's DG Facility 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 the Producer's DG Facility, the Producer will correct the cause of such effects or reimburse the Cooperative for the cost of any required correction.
  - c. The Cooperative may, at its sole discretion, prevent the interconnection or disconnect the interconnection of DG Facilities due to reasons such as safety concerns, reliability issues, power quality issues, breach of interconnection contract or any other reasonable issue. Any disconnection may be without prior notice.
4. Safety Disconnect.
- a. A Net Metering Producer shall install, at Producer's expense, inverters with specifications and test standards UL 1741-1999 (or latest version) to provide isolation. In addition, a main disconnect switch will be installed by the Producer to provide a means of disconnection.
  - b. A Commercial Producer, or at the Commercial Producer's option, the Cooperative, shall provide and install, at the Commercial Producer's expense, a visible, remotely SCADA-controlled, motor-operated, air-break disconnect switch, a radio for remote communication to the Cooperative Control Center, and remote terminal unit (RTU) compatible to the Cooperative SCADA.
  - c. The disconnect switch will be located so as to be readily accessible to the Cooperative personnel in a location acceptable to both the Producer and the Cooperative. It shall be the type of switch that can be secured in an open position by a Cooperative padlock. The Cooperative shall have the right to lock the switch open whenever, in the judgment of the Cooperative, (1) it is necessary to maintain safe electrical operating or maintenance conditions, (2) the Producer's DG Facility adversely affects the Cooperative's electric distribution system, or (3) there is a system emergency or other abnormal operating condition which warrants disconnection.

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- d. The Cooperative reserves the right to operate the disconnect switch for the protection of the Cooperative's system even if it affects Producer's DG Facility. 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 DG Facility.
- e. The Cooperative will make reasonable efforts to notify the Producer in the event the disconnect switch has been operated.
- f. Neither the Producer nor anyone acting on the Producer's behalf shall ever bypass the disconnect switch at any time for any reason.

#### 5. Access.

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

#### 6. Modifications of Cooperative System.

In the event that it is necessary at the time of initial interconnection or at some future time for the Cooperative to modify its electric distribution system in order to purchase or continue to purchase Producer's output, the Producer will reimburse the Cooperative for all just and reasonable costs of modifications which are allocable to the Producer's DG Facility. The modifications may include, but are not limited to, special interconnection equipment, protective devices, control devices, and upgrading of distribution system components. In addition, in the event the Cooperative at any time in the future changes primary voltage of facilities serving the generating facility such that metering equipment, transformers, and/or any other Producer-owned equipment must be changed to continue receiving service at the new primary voltage level, the full cost of the change will be borne by the Producer.

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### 2.16. Service Rules and Regulations – Distributive Generation

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#### 7. Liability for Injury and Damages.

- a. The Producer assumes full responsibility for electric energy furnished to Producer's DG Facility, at and past the point of interconnection.

PRODUCER, IN CONSIDERATION OF THE COOPERATIVE'S INTERCONNECTION OF PRODUCER'S DG FACILITY, SHALL 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 PRODUCER ARISING FROM ELECTRIC POWER AND ENERGY DELIVERED BY COOPERATIVE OR IN ANY WAY ARISING DIRECTLY OR INDIRECTLY FROM PRODUCER'S GENERATING INSTALLATION OR DG FACILITY, INCLUDING WITHOUT LIMITATION THE OPERATION, MAINTENANCE, AND REPAIR THEREOF, EXCEPT (1) WHEN THE NEGLIGENCE OF COOPERATIVE OR ITS AGENT OR AGENTS WAS THE SOLE PROXIMATE CAUSE OF INJURIES, INCLUDING DEATH THEREFROM, TO PRODUCER OR TO EMPLOYEES OF PRODUCER OR IN THE CASE OF A RESIDENTIAL PRODUCER, 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 PRODUCER'S PREMISES OR (B) THE BREACH BY COOPERATIVE OF ANY PROVISION OF ANY CONTRACT REGARDING PURCHASE AND/OR SALE OF ELECTRICAL ENERGY OR SERVICE BETWEEN COOPERATIVE AND PRODUCER.

- b. The Cooperative shall not be liable for either direct or indirect or consequential damages resulting from failures, interruptions, or

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## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.16. Service Rules and Regulations – Distributive Generation

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voltage and wave form fluctuations occasioned by causes beyond the reasonable 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.

- c. For claims resulting from failures, interruptions, or voltage and wave form fluctuations occasioned in whole or in part by the negligence of the Cooperative or its agent(s), the Cooperative shall be liable only for the portion of the damages arising from personal injury, death of persons, or costs of necessary repairs 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.**

#### 8. Metering.

- a. If the output of the Producer's DG Facility is to be purchased by the Cooperative, it will be measured by meters as required for the metering option chosen by the Cooperative. Any necessary meter(s) or meter modification in addition to one standard service meter will be installed, maintained, and operated by the Cooperative at the Producer's expense. A connection will be provided for the meter(s) at the Producer's expense in a location that is acceptable to both the Cooperative and the Producer. The Cooperative may, at its own expense, supply, install, and maintain load research metering for the purpose of monitoring and evaluating the Producer's DG Facility.
- b. The metered output of Producer's DG Facility will be read by the Cooperative.
- c. The meter(s) will, by comparison with accurate standards, be tested and calibrated as often as necessary. The Producer or the Cooperative may reasonably request such tests, and shall be given notice not less than 5 working days in advance of tests that are to be made. Both the Producer and the Cooperative will have the right to be present at such tests. If a meter is found to be

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inaccurate, it shall be restored to an accurate condition or replaced. If the tests disclose that no unacceptable inaccuracies exist in the meter(s), then the party requesting the tests shall bear the expense of the tests. A report of the results of any tests shall be furnished promptly by the party making such tests to the other party. Any meter(s) registering a deviation of not more than two percent (2%) from normal shall be deemed accurate. The readings of any meter(s) that have been inaccurate shall be corrected according to the percentage of inaccuracy as determined by the tests for a period of no more than ninety (90) days prior to the tests. If any meter fails to register for any period, the facility output during such period shall be estimated in the best manner possible as agreed upon by the Cooperative and the Producer.

9. Notice of Change in Installation.

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

10. Insurance.

Producer shall continue to maintain insurance as required by the Cooperative prior to interconnection and shall provide proof of such insurance to the Cooperative at least annually.

11. Disconnection of Service

The Cooperative may at its sole discretion discontinue the interconnection of the Members' DG Facility due to reasons such as safety concerns, reliability issues, power quality issues, breach of interconnection contract, or any other reasonable issue.

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### 2.16. Service Rules and Regulations – Distributive Generation

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#### C. Producer Relations.

##### 1. Sales to Producer.

Producer's rate class shall be designated by the Cooperative in accordance with the availability and type of service provisions in its rate schedules for all service including Backup, Supplementary, Interruptible, and Maintenance.

##### 2. Purchases from Producer.

a. In accordance with Section 2.11 of these Rules and Regulations, the Cooperative will pay a Net Metering Producer for all the metered kWh output from the Net Metering Producer above and beyond that used by the Net Metering Producer not less than monthly in the form of a credit against that Producer's account.

b. The Cooperative will pay a Small Commercial Producer on a monthly basis for the energy supplied by the Small Commercial Producer to the Cooperative. The rate paid by the Cooperative to the Commercial Producer shall be the Cooperative's avoided cost of wholesale power for generation.

c. The rate paid by the Cooperative to a Large Commercial Producer shall be a negotiated rate and shall be set forth in a written Rate Agreement signed by the Producer and the Cooperative.

3. **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 Producer's facility. Such refusal shall be based on system emergency constraints, special operating requirements, changes in wholesale generation contractual requirements, and adverse effects of the Producer's facility on the Cooperative's system or violation by the producer of the terms of the Agreement for Interconnection and Parallel Operation. The Cooperative shall not be required to make any purchases that will cause the Cooperative to no longer be in compliance with any applicable contracts or all-power contract requirements with the Cooperative's power supplier(s).

Adopted: 10/27/2005

Revised: 07/21/2010

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### II. Electric Service: Rules and Regulations – RS-PAY Accounts

Page 1 of 4

#### § 2.17. “RS-PAY” Accounts (“Pay As You Go” Service).

##### A. Definition

1. An RS-PAY Account is a Member Account set up with the Cooperative into which the Member deposits readily-available funds and from which the Cooperative debits on a daily basis for electric usage consumed by the Member.
2. An RS-PAY Account is not payment in advance for electric service to be delivered in the future; but rather it is the deposit of funds by the Member to the Member’s RS-PAY Account to be used to pay for the Member’s daily electric usage. The funds deposited with the Cooperative in the RS-PAY Account are not to be confused with the Member Deposit required for a Regular Account
3. An RS-PAY Account shall provide for the deposit of Member credits into the Account and for the transfer of Cooperative debits out of the Account to pay for the electric service provided as set out in this § 2.17.

##### B. Regular Account Distinguished.

1. A Regular Account with the Cooperative requires the Member to provide credit information, to make arrangements for a Member Deposit, to pay for electric service by the billing due date, and requires the Cooperative to issue monthly billing for electric service usage for the prior month.
2. An RS-PAY Account with the Cooperative requires the Member to enter into an RS-PAY Account Service Agreement in the form attached to this Tariff as Attachment 1-A and to deposit initially a minimum of \$50.00 in readily-available funds into the Member’s RS-Pay Account with the Cooperative.

##### C. Availability.

RS-Pay Service is available to Members who would otherwise qualify for a Regular Account with the Cooperative **and who choose not to be subject to disconnection protection under the following Subsections of Section 2.15.B. of this Tariff:**



# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.17. Service Rules and Regulations – Disconnection of Service

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1. §§ 7, Disconnection of Ill and Disabled;
2. §§ 8, Disconnection of Energy Assistance Clients;
3. §§ 9, Disconnection during Extreme Weather; or
4. §§ 10, Disconnection of Master-metered Apartments.

**RS-PAY Account Members will, no matter under which condition listed above that they may qualify, be subject to IMMEDIATE DISCONTINUANCE OF SERVICE if the Member fails to maintain a positive balance in the Member’s RS-PAY Account. RS-PAY Account Members WAIVE all claims or causes of action against the Cooperative and will HOLD HARMLESS the Cooperative for damages to property and injury to persons, including death, that may result from the Cooperative’s discontinuance of electric service to an RS-PAY Account due to the Member’s failure to maintain a positive balance in the RS-PAY Account.**

#### D. RS-PAY Service Account Charges.

An RS-PAY Account is subject to the following charges:

1. Availability Charge;
2. Total Energy Charge;
3. Wholesale Power Cost Adjustment (“WPCA”); and
4. Applicable Taxes.

#### E. Account Detail.

The Member will not receive a bill, but rather the Member will receive notice of the Account Balance and other information by telephonic, electronic (text or email), or online access, at the Member’s option, and may obtain Account Detail information about the Member’s Account from online access or from personal contact with a Cooperative Office. The Account Detail will provide information regarding deposits, transfers, and usage, on an “as requested-by-the-Member” basis, detailing transfers (credits and debits) into and out of the Member’s RS-PAY Account.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.17. Service Rules and Regulations – Disconnection of Service

Page 3 of 4

#### F. Activation of Service.

To activate an RS-PAY Account to begin receiving electric service at the Member's point of delivery, the Member must:

1. Be a Member of the Cooperative (and member where required) receiving or capable of receiving service at a single-family residence for all domestic usage where all energy is taken through a single meter or a rural cemetery or cemetery association.
2. Not be disqualified for this type of electric service as provided in this §2.17.
3. Sign and return the Membership Application and the RS-PAY Service Agreement containing the Member's Waiver of Liability and Member Indemnity agreements.
4. Deposit readily-available funds of not less than \$50.00 to the Cooperative to be set up in the Member's RS-PAY Account.

#### G. De-activation of Service.

1. A Member with an RS-PAY Account with the Cooperative with a minimum fund balance of \$10.00 or less will receive an electronic or telephonic notice (the "Notice") that the Member's RS-PAY Account is about to be completely consumed.
2. The Notice will advise the Member that the meter providing RS-PAY Electric Service will be de-activated and electric service discontinued if the Account Balance reaches zero (0). To avoid immediate discontinuance of electric service, the Member must deposit additional readily available funds of not less than \$20.00 in the Member's RS-PAY Account within 24 hours from the time the RS-PAY Account Balance reaches zero (0).
3. If additional readily-available funds are not deposited into the Member's RS-PAY Account within the twenty-four hour period described in 2 above, the Cooperative will de-activate the Member's meter and electric service to the Member will be discontinued.
4. The Availability Charge continues to accumulate on a daily basis even if the electric meter is de-activated and no electric service is being used at the Member's point of delivery.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### 2.17. Service Rules and Regulations – Disconnection of Service

Page 4 of 4

5. If the RS-PAY Account is de-activated and electric service discontinued, the RS-PAY meter will not be re-activated until the Member deposits into the Member's RS-PAY Account a minimum of \$20.00 plus all outstanding charges then due the Cooperative.
6. When additional funds are deposited into the Member's RS-PAY Account, those funds will be applied first to any outstanding balance due the Cooperative for prior RS-PAY Service and secondly to be held as a credit for future service charges.

#### H. Allocation of Funds in the RS-PAY Account.

If the Member has entered into a Deferred Payment Agreement with the Cooperative, the funds deposited by the Member to the Member's RS-PAY Account may be allocated 30% to the Member's delinquent Regular Account, and the 70% balance may be allocated to the Member's RS-PAY Account and used for future purchases of electric service.

#### I. Distribution of Regular Account Deposit.

In the event a Member has an electric service Member Deposit with the Cooperative at the time the Member elects to take service under this Schedule, the deposit will be applied as a credit to the Member's RS-PAY Account.

#### J. RS-PAY Account De-activated Status.

1. An RS-PAY Account meter that remains de-activated with electric service discontinued for a period of sixty (60) days or longer will be deemed a disconnected account.
2. The Cooperative will send a notice of disconnection via electronic or telephonic means as noted in Subsection G.1.
3. An RS-PAY Account that is considered disconnected is subject to reconnection fees prior to re-activation.

#### History:

Adopted: 05/20/2009

Revised: 07/22/2009

Revised: 06/18/2010

# **TARIFF**

**MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION  
D/B/A MID-SOUTH SYNERGY**

## **MID-SOUTH SYNERGY TARIFF**

### **III. Rate Schedules**

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### SECTION III: ELECTRIC SERVICE – RATE SCHEDULES

#### Residential Service –Schedule “RS”

Page 1 of 1

#### **I. Applicability.**

This rate applies to Members receiving electric service at a single-family residence for all domestic usage where all energy is taken through a single meter, and to rural cemeteries and cemetery associations where all energy is taken through a single meter.

#### **II. Type of Service.**

Single or Three Phase, 60 hertz, at standard voltage.

#### **III. Monthly Rate.**

The monthly charges for service shall be in accordance with the following schedule:

<b>Availability Charge:</b>		Monthly
Single Phase		<b>\$26.95</b>
Three Phase		<b>\$35.20</b>
<b>Energy Charge:</b>		<b>\$0.0978 Per kWh</b>

#### **IV. Billing Adjustments.**

This rate is subject to all Billing Adjustments.

#### **V. Taxes.**

Applicable taxes will be added to the amount determined above.

#### **VI. Late Payment Penalty, Reconnection Fees, and Other Miscellaneous Fees.**

As set out in Attachment 7 to this Tariff.

#### **History**

Adopted: 01/22/2004

Revised: 03/27/2008

Revised: 06/18/2010

Revised: 02/24/2011

Revised: 08/25/2022

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### SECTION III: ELECTRIC SERVICE – RATE SCHEDULES

#### Residential Service – Pay As You Go – Schedule “RS-PAY”

Page 1 of 2

#### I. Applicability.

This rate applies to Members receiving service at a single-family residence for all domestic usage where all energy is taken through a single meter, and to rural cemeteries and cemetery associations where all energy is taken through a single meter, who have signed a “Pay As You Go” agreement.

#### II. Type of Service.

Single or Three Phase, 60 hertz, at standard voltage.

#### III. Monthly Rate.

The monthly charges for service shall be in accordance with the following schedule:

<b>Availability Charge:</b>		Daily
Single Phase		<b>\$1.25</b>
Three Phase		<b>\$1.50</b>
<b>Energy Charge:</b>		<b>\$0.0978</b> Per kWh

#### IV. Billing Adjustments.

This rate is subject to all Billing Adjustments.

#### V. Taxes.

Applicable taxes will be added to the amount determined above.

#### II. Late Payment Penalty, Reconnection Fees, and Other Miscellaneous Fees.

As may be applicable according to the Service Rules and as set out in Attachment 7 to this Tariff.

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### Section III. Rate Schedules – RS-PAY Residential Service Rate

Page 2 of 2

#### III. Applicable Service Rules.

See Section II, Service Rules and Regulations, Subsection 2.17, for specific rules and regulations related to this Service, including the requirement of an initial minimum of \$50.00 and a \$20.00 minimum thereafter.

#### History:

Adopted: 05/20/2009

Revised: 06/18/2010

Revised: 02/24/2011

Revised: 08/25/2022

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY SECTION III: ELECTRIC SERVICE – RATE SCHEDULES

### Residential Net Metering Service - Schedule “RNMS”

Page 1 of 2

#### I. “RNMS” Applicability.

Residential Net Metering Service applies to a Member receiving service at a single-family residence for all domestic usage where all energy is taken through a single meter and who has qualified as a Net Metering Producer (DG Facility capable of generating less than 30 kW) in accordance with the applicable Rules and Regulations of this Tariff.

Net Metering is a means of calculating usage by measuring the difference in an applicable billing period between (1) the amount of electricity supplied by the Cooperative to a Net Metering Producer and (2) the amount of electricity generated by the Net Metering Producer delivered to the Cooperative.

#### II. Type of Service.

Single or three phase, 60 hertz, at standard voltage.

#### III. Monthly Rate.

The monthly charges for service shall be in accordance with the following schedule:

<b>Availability Charge:</b>		Monthly
Single Phase		<b>\$36.95</b>
Three Phase		<b>\$45.20</b>

<b>Energy Charge:</b>		<b>\$0.0978</b> Per kWh
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As provided in Sections 2.11 and 2.16 of Rules and Regulations of this Tariff:

- A. The Net Metering Producer shall be billed and shall pay on a monthly basis the Availability Charge.
- B. The Net Metering Producer shall be billed and shall pay the Energy Charge on a monthly basis, provided that:
  1. If the kWh delivered by the Cooperative to the Net Metering Producer exceeds the kWh delivered by the Net Metering Producer to the Cooperative during the billing period, the Net Metering Producer shall be billed for the kWh difference applied to the applicable Total Energy Charge plus the WPCA as set forth herein.



## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### Section III. Rate Schedules – Residential Net Metering “RNMS” Schedule Page 2 of 2

2. If the kWh generated by the Net Metering Producer and delivered to the Cooperative exceeds the kWh supplied by the Cooperative to the Net Metering Producer during the billing period, the Net Metering Producer shall be billed for zero kWh in the current billing cycle and shall be credited in subsequent billing cycles for the kWh difference applied to the Purchase Power Energy Charge plus the WPCA as set forth in the applicable rates.

C. When the Net Metering Producer discontinues Net Metering Service, any unused credit will revert to the Cooperative.

D. The Net Metering Producer shall remain responsible for the Availability Charge.

#### IV. Billing Adjustments.

This rate is subject to all Billing Adjustments.

#### V. Taxes.

Applicable taxes will be added to the amount determined above.

#### VI. Late Payment Penalty, Reconnection Fees, and Other Miscellaneous Fees.

As may be applicable according to the Service Rules and as set out in Attachment 7 to this Tariff.

#### VII. Applicable Service Rules.

See Section II, Service Rules and Regulations, Subsection 2.11 for billing issues related to Net Metering Service and Subsection 2.16 for specific rules and regulations related to this Service.

#### History:

Adopted: 07/21/2010  
Revised: 02/24/2011  
Revised: 06/19/2014  
Revised: 08/25/2022

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### SECTION III: ELECTRIC SERVICE – RATE SCHEDULES

##### Residential Service – Synergy Solar – Schedule “SSS”

Page 1 of 1

#### **I. Applicability.**

This rate applies to Members receiving service at a single-family residence for all domestic usage where all energy is taken through a single meter, and to rural cemeteries and cemetery associations where all energy is taken through a single meter, who have signed a “Synergy Solar” application and subscription agreement.

#### **II. Type of Service.**

Single or Three Phase, 60 hertz, at standard voltage.

#### **III. Monthly Rate.**

The monthly charges for service shall be in accordance with Schedule RS and the terms of the Synergy Solar Application and Subscription Agreement attached to this Tariff as Attachment 1-B.

#### **IV. Billing Adjustments.**

This rate is subject to all Billing Adjustments.

#### **V. Taxes.**

Applicable taxes will be added to the amount determined above.

#### **VI. Late Payment Penalty, Reconnection Fees, and Other Miscellaneous Fees.**

As set out in Attachment 7 to this Tariff.

#### History:

Adopted: 07/23/2015

Revised: 08/25/2022

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### SECTION III: ELECTRIC SERVICE – RATE SCHEDULES

#### Small Commercial Service – Schedule “SCS”

Page 1 of 1

#### **I. Applicability.**

This rate applies to Commercial Members using 30 kW or less of Billing Demand through a single meter, and to churches and their places of worship, chapels, educational facilities, and associated church offices. This rate is not applicable to church facilities used for the conduct of business related activities, such as day care, schools, or other activities of a commercial nature whose demand exceeds 30 kW, in which case the appropriate rate will apply to such business activities.

#### **II. Type of Service.**

Single or Three Phase, 60 hertz, at standard voltage.

#### **III. Monthly Rate.**

The monthly charges for service shall be in accordance with the following schedule:

<b>Availability Charge:</b>		Monthly
Single Phase		<b>\$41.15</b>
Three Phase		<b>\$52.65</b>
<b>Energy Charge:</b>		<b>\$0.0939</b> Per kWh

#### **IV. Billing Adjustments.**

This rate is subject to all Billing Adjustments.

#### **V. Taxes.**

Applicable taxes will be added to the amount determined above.

#### **VI. Late Payment Penalty, Reconnection Fees, and Other Miscellaneous Fees.**

As set out in Attachment 7 to this Tariff.

#### **History:**

Adopted: 01/22/2004  
Revised: 09/27/2007  
Revised: 06/18/2010  
Revised: 02/24/2011  
Revised: 08/25/2022

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY SECTION III: ELECTRIC SERVICE – RATE SCHEDULES

#### Small Commercial Net Metering Service - Schedule “SCNMS”

**Page 1 of 2**

#### **I. “SCNMS” Applicability.**

Small Commercial Net Metering Service applies to a member receiving Small Commercial Service through a single meter and who has qualified as a Net Metering Producer (DG Facility capable of generating less than 30 kW) in accordance with the applicable Rules and Regulations of this Tariff.

Net Metering is a means of calculating usage by measuring the difference in an applicable billing period between (1) the amount of electricity supplied by the Cooperative to a Net Metering Producer and (2) the amount of electricity generated by the Net Metering Producer delivered to the Cooperative.

#### **II. Type of Service.**

Single or three phase, 60 hertz, at standard voltage.

#### **III. Monthly Rate.**

The charges for service shall be in accordance with the following schedule:

<b>Availability Charge:</b>		<b>Monthly</b>
<b>Single Phase</b>		<b>\$51.15</b>
<b>Three Phase</b>		<b>\$62.65</b>

<b>Energy Charge:</b>		<b>\$0.0939 Per kWh</b>
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As provided in Sections 2.11 and 2.16 of Rules and Regulations of this Tariff:

- A. The Net Metering Producer shall be billed and shall pay on a monthly basis the Availability Charge.
- B. The Net Metering Producer shall be billed and shall pay the Energy Charge on a monthly basis, provided that:
  - 1. If the kWh delivered by the Cooperative to the Net Metering Producer exceeds the kWh delivered by the Net Metering Producer to the Cooperative during the billing period, the Net Metering Producer shall be billed for the kWh difference applied to the applicable Total Energy Charge plus the WPCA as set forth herein.

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### Section III. Rate Schedules – Small Commercial Net Metering “SCNMS” Schedule

Page 2 of 2

2. If the kWh generated by the Net Metering Producer and delivered to the Cooperative exceeds the kWh supplied by the Cooperative to the Net Metering Producer during the billing period, the Net Metering Producer shall be billed for zero kWh in the current billing cycle and shall be credited in subsequent billing cycles for the kWh difference applied to the Purchase Power Energy Charge plus the WPCA as set forth in the applicable rates.
- C. When the Net Metering Producer discontinues Net Metering Service, any unused credit will revert to the Cooperative.
- D. The Net Metering Producer shall remain responsible for the Availability Charge.

#### IV. Billing Adjustment.

This rate is subject to all Billing Adjustments.

#### V. Taxes.

Applicable taxes will be added to the amount determined above.

#### VIII. Late Payment Penalty, Reconnection Fees, and Other Miscellaneous Fees.

As may be applicable according to the Service Rules and as set out in Attachment 7 to this Tariff.

#### IX. Applicable Service Rules.

See Section II, Service Rules and Regulations, Subsection 2.11 for billing issues related to Net Metering Service and Subsection 2.16 for specific rules and regulations related to this Service.

#### History:

Adopted: 04/24/2014  
Revised: 06/19/2014  
Revised: 08/25/2022

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### SECTION III: ELECTRIC SERVICE – RATE SCHEDULES

#### Commercial Service – Schedule “CS”

Page 1 of 2

#### **I. Applicability.**

This rate applies to Commercial Members using more than 30 kW of Billing Demand (Minimum Peak Demand) or 750 kW or less of Billing Demand through a single meter.

#### **II. Type of Service.**

Single or Three Phase, 60 hertz, at standard voltage.

#### **III. Monthly Rate.**

The monthly charges for service shall be in accordance with the following schedule:

<b>Availability Charge:</b>		<b>\$185.00</b> per month
<b>Demand Charge:</b>		<b>\$10.70</b> Per kW of Billing Demand
<b>Energy Charge:</b>		<b>\$ 0.0557</b> per kWh

#### **IV. Power Factor Adjustment.**

Where there is an indication of a power factor of less than ninety-five percent (95%) lagging, the Cooperative may, at its option, install the necessary metering equipment to adjust the actual demand to a ninety-five percent (95%) Power Factor ratio.

#### **V. Determination of Billing Demand.**

The Billing Demand shall be based on the greater of the highest fifteen (15) minute kW measurement in the current month or eighty-five percent (85%) of the highest demand occurring in the preceding months of June, July, August and September.

#### **VI. Minimum Bill.**

The minimum monthly charge for service as calculated in accordance with the above rate is \$315.00.

#### **VII. Billing Adjustments.**

This rate is subject to all Billing Adjustments.

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### Section III: Rate Schedules – Commercial Service Schedule “CS”

Page 2 of 2

#### VIII. Taxes.

Applicable taxes will be added to the amount determined above.

#### IX. Late Payment Penalty, Reconnection Fees, and Other Miscellaneous Fees.

As set out in Attachment 7 to this Tariff.

#### History:

Adopted:	01/22/2004
Revised:	09/27/2007
Revised:	06/18/2010
Revised:	02/24/2011
Revised:	08/25/2022

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### SECTION III: ELECTRIC SERVICE – RATE SCHEDULES

#### Large Commercial Service - Schedule “LCS”

Page 1 of 2

#### **I. Applicability.**

This rate applies to Commercial Members using more than 750 kW of demand through a single meter (Minimum Peak Demand), unless otherwise provided in this Tariff.

#### **II. Type of Service.**

Single or Three Phase, 60 hertz, at standard voltage.

#### **III. Monthly Rate.**

The monthly charges for service shall be in accordance with the following schedule:

<b>Availability Charge:</b>		<b>\$385.00</b> per month
<b>Demand Charge:</b>		<b>\$14.00</b> per kW of Billing Demand
<b>Energy Charge:</b>		<b>\$ 0.0557</b> per kWh

#### **IV. Power Factor Adjustment.**

Where there is an indication of a power factor of less than ninety-five percent (95%) lagging, the Cooperative may, at its option, install the necessary metering equipment to adjust the actual demand to a ninety-five percent (95%) Power Factor ratio.

#### **V. Determination of Billing Demand.**

The Billing Demand shall be based on the greater of the highest 15 minute kW measurement in the current month or eighty-five percent (85%) of the highest demand occurring in the preceding months of June, July, August and September.



## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### Section III: Rate Schedules – Large Commercial Service Schedule “LCS” Page 2 of 2

##### **VI. Primary Service Discount**

Where service is delivered at primary voltage and the Member owns, operates and maintains the transformation equipment, the Demand Charge in the above monthly rate will be reduced \$0.60 per kW of Billing Demand.

##### **VII. Minimum Bill.**

The minimum monthly charge for service as calculated in accordance with the above rate is \$6,950.00.

##### **VIII. Billing Adjustments.**

This rate is subject to all Billing Adjustments.

##### **IX. Taxes.**

Applicable taxes shall be added to the amount determined above.

##### **X. Late Payment Penalty, Reconnection Fees, and Other Miscellaneous Fees.**

As set out in Attachment 7 to this Tariff.

##### **History:**

Adopted: 01/22/2004

Revised: 09/27/2007

Revised: 06/18/2010

Revised: 02/24/2011

Revised: 08/25/2022

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### SECTION III: ELECTRIC SERVICE – RATE SCHEDULES

#### Industrial Service – Schedule “IS”

Page 1 of 3

#### **I. Applicability.**

This rate applies to Electric Service meeting the following conditions:

- A. Member’s Electric Service (“Service”) is provided under written contract or other agreement with the Cooperative (the “Contract”); and,
- B. Member makes a contribution in aid of construction equal to the cost of making Service available; and,
- C. Service is taken through one meter at one point of delivery; and,
- D. Service meets both of the following requirements:
  - 1. The highest demand at the point of delivery is equal to 4,000 kW or greater (“kW Demand”) for any period of fifteen (15) consecutive minutes during the current billing period and immediate preceding eleven (11) billing periods; and
  - 2. The annual load factor is equal to or exceeds 40% (“Load Factor”).
- E. Service will be billed at the “IS” Rate prior to meeting the requirements in D above for an initial period of time set forth in the Contract (“Initial Period”).
- F. After expiration of the Initial Period, failure to meet either the kW Demand or Load Factor as determined each January 1<sup>st</sup> for the previous 12 months may result in the Service being moved to a Cooperative rate schedule applicable to Member’s actual Service requirements.

#### **II. Type of Service.**

AC, Three Phase, 60 hertz, at the delivery voltage of Cooperative’s Wholesale Power Supplier (“WPS”).

#### **III. Rate.**

The Rate (“R”) to be charged for the Service is equal to the MSS Brazos Base (“MSBB”) multiplied by the distribution charge (“DisC”), subject to a Load Factor Demand Charge (“LFDC”) where applicable. MSBB is set by the Mid-South Board based upon the budgeted WPS’s wholesale power charge to Cooperative as revised from time to time. LFDC is based upon Load Factor fluctuations. The DisC per Load Factor and LFDC are set forth in the Load Factor Rate Chart below.

Rate Calculation:  $R = MSBB \times (1 + DisC)$   
*If applicable:* Demand Charge = (LFDC x kW)

The Rate will be adjusted if, as, and when the Board amends the MSS Brazos Base.

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

Industrial Service –Schedule “IS”

Page 2 of 3

#### LOAD FACTOR RATE CHART

Annual Load Factor	Distribution Charge	Load Factor Demand Charge
40% - 44%	8%	\$3 per kW
45% - 49%	7%	\$1.5 per kW
50% - 59%	6%	n/a
60% - 69%	5%	n/a
70% or greater	4%	n/a

#### IV. Monthly Charge.

The Monthly Charge for service shall be in accordance with the following schedule:

Availability Charge:	\$2,500.00
Energy Charge:	Rate times electric power metered (EC = R x kWh)
Demand Charge:	LFDC times kW Demand

#### V. Power Factor Adjustment.

Where there is an indication of a Power Factor of less than ninety-eight percent (98%) lagging, the Cooperative may pass thru any penalties assessed by WPS, and at Cooperative's option and at Member's sole cost, install the necessary equipment to adjust the Power Factor to a ninety-eight percent (98%).

#### VI. Minimum Bill.

The minimum monthly charge for service shall be 65% of the greater of (1) the minimum kW Demand required to qualify for this Rate or (2) the peak demand in kW during any of the preceding 12 billing periods, multiplied by the “LCS” Demand Charge.

#### VII. Billing Adjustments.

This rate is subject to all Billing Adjustments.

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

**Industrial Service –Schedule “IS”**

**Page 3 of 3**

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#### **VIII. Taxes.**

Applicable taxes shall be added to the Monthly Charge.

#### **IX. Late Payment Penalty, Reconnection Fees, and Other Miscellaneous Fees.**

As set out in Attachment 7 to this Tariff.

#### **History:**

Approved: 01/23/2014  
Revised: 04/24/2014  
Revised: 08/25/2022

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### SECTION III: ELECTRIC SERVICE – RATE SCHEDULES

##### Power Generation Company Standby Service – Schedule “PGCS”

Page 1 of 4

##### **I. Applicability.**

This rate applies to Members served at wholesale supplier’s meter (subject to wholesale supplier’s agreement as to delivery point) where the Member is a Power Generating Company as defined in the Public Utility Regulatory Act of Texas, the Member’s demand does not exceed 70,000 kW, and the Member enters into an Electric Service Contract – Standby Power (the “Contract”) in substantially the form attached to this Tariff as Attachment 9.

##### **II. Type of Service.**

Delivery shall be at wholesale power supplier’s delivery voltage. Frequency and voltage shall be subject to reasonable variation.

##### **III. Monthly Rate.**

The monthly charges for service shall be Capacity and Energy Charges as follows:

- A. Demand Charge for Capacity:      \$5.369 per kW of Billing Demand per month or actual demand charge by wholesale supplier (as adjusted by Brazos Electric’s PCRFd)**

The Demand Charge is the demand charge that the Cooperative incurs to its wholesale supplier, Brazos Electric Power Cooperative, Inc. (“Brazos Electric”), pursuant to Brazos Electric’s WPSDS Tariff as such rate may be changed from time-to-time (\$5.369 per kW of Billing Demand per month as of the effective date of this Tariff) and as adjusted by Brazos Electric’s PCRFd. The Demand shall be the larger of: (i) the maximum kilowatt demand for any period of fifteen consecutive minutes as metered and recorded at the time that is coincident with the current month’s Brazos Electric system peak; or (ii) the maximum kilowatt demand metered and recorded that is coincident with the Brazos Electric system peak demand established during the on-peak period, unless otherwise provided in the Electric Service Contract.

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### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### Section III: Rate Schedules – “PGCS” Schedule

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**A-1. Power Cost Recovery Factor – Demand (“PCRFD”):** A variable amount, charged on a kW basis, for purchased power costs as billed by Brazos Electric, its successors or assigns, or other wholesale providers delivering Capacity to the Cooperative for delivery to Member. It is the intent that all power cost invoiced to the Cooperative by its wholesale power provider shall be invoiced to and paid by the Member.

**B. Energy Charge:** The energy charge is applied to the total monthly kWh sales as metered and recorded by the kWh meters:

**\$25.545 per mWh per month (as adjusted  
by Brazos Electric’s PCRFe).**

**B-1. Power Cost Recovery Factor – Energy (PCRFe):** A variable amount, charged on a kWh basis, for purchased power costs as billed by Brazos Electric, its successors or assigns, or other wholesale providers Delivering Energy to the Cooperative for delivery to Member. It is the intent that all power cost invoiced to the Cooperative by its wholesale power provider shall be invoiced to and paid by the Member.

**C. Delivery Charge:** **\$0.005 per kW for each kWh per month or  
\$5,000.00, whichever is greater.**

**D. Member Charge:** **\$350.00 per meter per month**

**E. Transmission Access Fee Recovery Charge per kW per month:**

This charge represents the actual Transmission Access Fee charges as approved by the Public Utility Commission of Texas, from time to time, and incurred by the Cooperative for the delivery of Energy to the Member and is applied to the average of the maximum kilowatt demand for any period of fifteen consecutive minutes as metered during On-Peak Periods and recorded at the time that is coincident with the Electric Reliability Council of Texas (“ERCOT”) system peak demands during the months of June, July, August, and September (“ERCOT Peak Period”). The January 31<sup>st</sup> billing immediately following the ERCOT Peak Period will be adjusted as established for ERCOT and that kW charge will be applied for each month during the following calendar year. The initial monthly Transmission Access Fee, if no average has been established, shall be estimated for the first year of the Electric Service Agreement. Billings and collections for actual use shall be adjusted promptly after such data is available.

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### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### Section III: Rate Schedules – “PGCS” Schedule

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#### **F. Adjustment Factor Charge:**

Adjustment Factor Charge is a charge of a variable amount to allow for adjustments relating to any increase in cost existing on the effective date hereof, new or additional cost, expense, or assessment imposed, assessed, fixed or required by any local, state or federal law, rule, or regulation, or by any local, state or federal agency (including, but not limited to, ERCOT) with respect to the transmission and/or distribution of the electric power and energy to be delivered hereunder; provided that any such adjustment will be limited to the recovery of the increased, new, or additional cost as incurred by Cooperative.

#### **IV. Power Factor.**

Member shall pay all charges incurred by Cooperative in the form of penalties for failure to meet any required power factor that may be charged by ERCOT or Cooperative's energy provider.

#### **V. Taxes.**

Applicable taxes shall be added to the amount determined above.

#### **VI. Late Payment Penalty.**

Payments not received by the Cooperative on or before the Due Date shall be subject to a late penalty of five percent (5%) of the delinquent amount.

#### **VII. Special Conditions.**

- A. Member must install and maintain, at Member's expense, such devices as may be necessary to protect the equipment and service of Member, Cooperative, and Brazos Electric.
- B. Member shall notify Cooperative at least thirty (30) days prior to commencing a scheduled outage.
- C. Member shall report to Brazos System Operations Center (Phone 254-750-6220) at least 15 minutes prior to any intended start up and within 15 minutes after any unscheduled outage of Member's generation facilities requiring service hereunder.

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### Section III: Rate Schedules – “PGCS” Schedule

**Page 4 of 4**

- D. Unless otherwise specified in the Electric 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’s primary line to the Member’s primary facilities, if service is furnished at primary line voltage.
  
- E. All wiring, pole lines, and other equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the Member.

#### **History:**

Adopted: 01/22/2004

Revised: 06/18/2010



## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### SECTION III: ELECTRIC SERVICE – RATE SCHEDULES

##### Economic Development Rate - Schedule “EDR”

Page 1 of 1

##### **I. Applicability.**

This Rate applies to commercial Members planning economic expansion that will increase the Cooperative’s load, increase the number of employees employed by the Member, or have a significant, positive effect on the local economy and who sign an Electric Service Contract.

##### **II. Type of Service.**

Single or Three Phase, 60 hertz, at standard voltage.

##### **III. Rate.**

The EDR Member shall receive a rate as set forth in the Electric Service Contract.

##### **IV. Contract Required.**

An Electric Service Contract is required specifying the term for which the rate will be applicable.

##### **V. Billing Adjustments.**

This rate is subject to all Billing Adjustments.

##### **VI. Taxes.**

Applicable taxes shall be added to the amount determined above.

##### **VII. Late Payment Penalty.**

Payments not received by the Cooperative on or before the Due Date shall be subject to a late penalty which will be five percent (5%) of the delinquent amount.

##### **History:**

Adopted: 01/22/2004  
Revised: 06/18/2010  
Revised: 08/25/2022

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### SECTION III: ELECTRIC SERVICE – RATE SCHEDULES

#### College Discount Rate – Schedule “CDR”

**Page 1 of 2**

#### IV. Applicability.

This Rate applies to the following Commercial Members: State of Texas supported colleges, universities, and technical colleges, or other State of Texas supported colleges of higher learning, approved by the Cooperative, who sign an Electric Service Contract.

#### V. Type of Service.

Single or Three Phase, 60 hertz, at standard voltage.

#### VI. Rate.

The charges for service shall be in accordance with the following schedule:

<b>Availability Charge:</b>		Monthly
Single Phase		<b>\$41.15</b>
Three Phase		<b>\$52.65</b>

<b>Energy Charge:</b>		Per kWh
Distribution		\$0.0157
Purchased Power		0.0638
<b>Total Energy Charge:</b>		<b>0.0795</b>

#### VII. Contract Term.

An Electric Service Contract will be required specifying the term for which the discount will be applicable.

#### V. Billing Adjustments.

This rate is subject to all Billing Adjustments.

#### VI. Taxes.

Applicable taxes shall be added to the amount determined above.

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### Section III: Rate Schedules – College Discount Rate “CDR”

Page 2 of 2

#### **VII. Late Payment Penalty, Reconnection Fees, and Other Miscellaneous Fees.**

As set out in Attachment 7 to this Tariff.

#### **History:**

Adopted: 01/22/2004  
Revised: 09/27/2007  
Revised: 06/18/2010  
Revised: 08/25/2022

# TARIFF

## MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

### SECTION III: ELECTRIC SERVICE – RATE SCHEDULES

#### Area Lighting Service - Schedule “ALS”

Page 1 of 2

#### I. “ALS” Applicability.

Area Lighting Service is applicable to residential and commercial Members desiring pole mounted area lighting in close proximity to the Cooperative’s existing electric distribution lines who execute an Area Lighting Agreement.

#### II. Type of Service.

Members with points of delivery in close proximity to the Cooperative’s existing distribution line may enter into an Area Lighting Agreement whereby the Cooperative agrees to furnish and install a light fixture upon the Member’s pole or other fixed object providing area lighting in accordance with the terms of the Agreement. The light fixture shall remain the Cooperative’s property. The Monthly Recurring Charge is based upon the type of light bulb used in the light fixture as set forth in Subsection III below. The type of light bulb in service may include High Pressure Sodium or Mercury Vapor area lights and flood lights. [Note: The Cooperative no longer installs or repairs Mercury Vapor area or flood lights.] Rates set forth below include the fixture, energy, maintenance, and replacement of the bulb.

#### III. Rate.

Members desiring Area Lighting Service shall be charged a Monthly Recurring Charge per light fixture as follows:

BULB	kWh per month	Monthly Charge
100 Watt High Pressure Sodium (HPS)	50 kWh	\$ 8.00 per month
175 Watt Mercury Vapor	75 kWh	\$ 8.00 per month
250 Watt HPS and Flood	100 kWh	\$15.50 per month
400 Watt HPS and Flood	150 kWh	\$17.50 per month

#### IV. Billing Adjustments.

This rate is subject to all Billing Adjustments.

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MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION  
D/B/A MID-SOUTH SYNERGY

**Section III: Rate Schedules – Area Lighting Service “ALS”**

**Page 2 of 2**

**V. Late Payment Penalty, Reconnection Fees, and Other Miscellaneous Fees.**

As set out in Attachment 7 to this Tariff.

**VI. Taxes.**

Applicable taxes shall be added to the amount determined above.

**History:**

Adopted: 01/22/2004

Revised: 04/24/2008

Revised: 07/24/2008

Revised: 06/18/2010

Revised: 08/25/2022

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### SECTION III: ELECTRIC SERVICE – RATE SCHEDULES

##### Street Lighting Service - Schedule “SLS”

Page 1 of 3

#### I. “SLS” Applicability.

Street Lighting Service is applicable to municipalities, developers, and property or home owner associations to provide decorative or road lighting systems in incorporated or unincorporated areas, unincorporated communities and areas adjacent thereto, for the lighting of public streets, roads, and thoroughfares.

#### II. Type of Service.

##### Underground Electric Service:

SLS by poles with elevated lighting fixtures interconnected via underground electric service is available where there is no existing overhead electric distribution service along streets or roadways for which SLS is sought. The Cooperative will construct, install, and maintain the Underground Street Lighting System, which includes streetlights (consisting of a pole, arm, light fixture or luminary, and all necessary hardware to construct the streetlight), material and equipment to connect to the distribution system, energy, delivery of energy, and maintenance. The total cost of an Underground Street Lighting System includes the streetlight and all labor and material required to install and connect the streetlight to the electric distribution system. Monthly recurring charges include the cost of energy, delivery, and maintenance.

##### Overhead:

SLS by poles with elevated lighting fixtures interconnected via overhead electric service is available only where there is existing overhead electric distribution service along streets or roadways for which SLS is sought. The Cooperative will provide construct, install, and maintain the Overhead Street Lighting System, which includes streetlights (consisting of arm, light fixture or luminary, and necessary hardware to install to the existing distribution pole) attached to an existing distribution pole, energy, delivery of energy, and maintenance. The total cost of an Overhead Street Lighting System includes the streetlight as defined herein and all labor and other material to install and connect the streetlight to the electric distribution system. Monthly recurring charges include the cost of energy, delivery, and maintenance.

Members desiring either Overhead or Underground Street Lighting Service will be charged a one time Connection Fee and a per light fixture monthly recurring charge and other applicable charges as set out hereinbelow.

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**MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION  
D/B/A MID-SOUTH SYNERGY**

**Section III: Rate Schedules – Street Lighting Service “SLS”**

**III. Rate.**

A. **Connection Fee:** The Cooperative charges a one time Connection Fee:

**Underground SLS Connection Fee:** [Total Cost of Underground Street Lighting System – (Number of Streetlights x \$1,000.00)]

**Overhead SLS Connection Fee:** Total Cost of Overhead Street Lighting System

B. **Monthly Recurring Charge:** The Cooperative charges a Monthly Recurring Charge per light fixture (not per pole) as follows:

**Underground**

<b>Wattage</b>	<b>Monthly kWh Usage</b>	<b>Fixture Type – Bulb Type</b>	<b>Monthly Recurring Charge Per Fixture</b>
100W	40	Cobra Head/Acorn – High Pressure Sodium	\$ 17.50
250W	105	Cobra Head/Flood Light - High Pressure Sodium/Metal Halide	\$ 22.50
400W	155	Cobra Head/Flood Light - High Pressure Sodium/Metal Halide	\$ 27.00

**Overhead**

<b>Wattage</b>	<b>Monthly kWh Usage</b>	<b>Fixture Type – Bulb Type</b>	<b>Monthly Recurring Charge Per Fixture</b>
100W	40	Cobra Head - High Pressure Sodium	\$ 9.75
250W	105	Cobra Head/Flood Light - High Pressure Sodium/Metal Halide	\$ 14.75
400W	155	Cobra Head/Flood Light - High Pressure Sodium/Metal Halide	\$ 19.25

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### Section III: Rate Schedules – Street Lighting Service “SLS”

**Page 3 of 3**

#### **IV. Billing Adjustments.**

This rate is subject to all Billing Adjustments.

#### **V. Taxes.**

Applicable taxes shall be added to the amount determined above.

#### **VI. Late Payment Penalty.**

Payments not received by the Cooperative on or before the Due Date shall be subject to a late penalty which will be five percent (5%) of the delinquent amount.

#### **History:**

Adopted: 04/24/2004  
Revised: 07/24/2008  
Revised: 06/18/2010  
Revised: 08/25/2022



## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### SECTION III: RATE SCHEDULES – Billing Adjustments

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##### Billing Adjustments

The Cooperative shall adjust all bills in accordance with the following adjustments (collectively the “Billing Adjustments”).

#### I. WHOLESALE POWER COST ADJUSTMENT (“WPCA”)

**Applicability:** The WPCA applies to all Rate Schedules in this Tariff.

**WPCA:** The WPCA is a pass-through charge which shall be increased or decreased each month by a per kiloWatt hour charge equal to an amount consistent with the recovery of changes in wholesale power supply cost and operational expenses to the extent necessary to maintain margins on an annual basis to meet or exceed requirements of the USDA Rural Utilities Service and / or other financial lenders.

**Base Rate:** A Base Rate set by the Board is used in the calculation of the WPCA pass-through amount and is equal to the projected average annual wholesale power cost per kiloWatt hour.

**WPCA Annual Review:** The WPCA Base Rate shall be reviewed annually and adjusted appropriately to the extent necessary, considering any over/under collections, to maintain margins to meet or exceed requirements of the USDA Rural Utilities Service and / or other financial lenders. The resulting over/under collections may be retained or expensed as appropriate.

#### II. SECURITIZED CHARGE FOR SENIOR SECURED COST RECOVERY BONDS, SERIES 2022

**Applicability:** This Securitized Cost Recovery Factor (SCRF) rider is applicable in all service areas of Mid-South Electric Cooperative Association (the “Cooperative”) and to all Customers of the Cooperative other than Excluded Customers and shall be a rate schedule and part of the Mid-South Electric Cooperative Association Tariff (the “Cooperative’s Tariff”) and shall apply pursuant the Cooperative’s Tariff. This rider is irrevocable and non-bypassable.

**Purpose:** To recover from Customers served the amounts necessary to service, repay, and administer the bonds (the “Securitized Bonds”) associated with paying the wholesale power costs and other costs arising out of Winter Storm Uri as more fully described in and issued pursuant to the terms and conditions of the financing order of the Cooperative, approved by the board of directors of the Cooperative on August 25, 2022 (the “Financing Order”). The terms and conditions of this rider shall comply in all respects with, and be subject to, the terms and conditions of the Financing Order, and if there is a conflict between the terms and conditions of

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### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### SECTION III: RATE SCHEDULES – Billing Adjustments

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this rider and those of the Financing Order, the terms and conditions of the Financing Order shall control. Capitalized terms used herein and not defined herein are defined in the Financing Order.

**Term**: The charges associated with repaying the Securitized Bonds (“Securitized Charges”) imposed by this rider shall become effective on the first day of the first billing cycle following the issuance of the Securitized Bonds and shall remain in effect until the complete repayment and retirement of the Securitized Bonds and payment in full of the Ongoing Financing Costs; provided that the charges cannot be imposed beginning 30 years after the date of issuance of the Securitized Bonds.

**Allocation**: Costs associated with repaying the Securitized Bonds shall be collected under the Securitized Charges described below; provided, however, the Securitized Charges shall not be billed to any Excluded Customer as provided in the Financing Order.

**Securitized charges**: The Securitized Charges shall be calculated by the Master Servicer and provided to the Cooperative pursuant to the terms and conditions of the Master Servicing Agreement and the Financing Order. The Securitized Charges include:

##### A. Securitized Cost Recovery Factor (SCRF) – Energy Rate

This rate shall apply to all Customers except Excluded Customers and Contract Rate Customers.

The charges shall be computed as follows:

$$\text{SCRF Energy} = \frac{\text{A} - \text{B}}{\text{kWhs}}$$

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### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### SECTION III: RATE SCHEDULES – Billing Adjustments

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Where:

SCRF - Energy = Securitized Cost Recovery Factor (expressed in \$ per kWh) to be applied to energy sales (excluding energy sales for Contract Rate Customers and Excluded Customers) for the Calculation Period (as defined in the Cooperative's Servicing Agreement).

A = Net Periodic Billing Requirement.

B = Total projected Securitized Charge collections from Contract Rate Customers in the Calculation Period.

KWhs = Total estimated energy sales (excluding energy sales for Contract Rate Customers and Excluded Customers) for the Calculation Period.

#### B. Securitized Cost Recovery Factor (SCRF) – Contract Rate

The Contract Rate shall be applicable to certain Customers who have energy supply options to serve their electrical requirements, and shall be made available pursuant to the same procedures established by the Cooperative under Public Utility Regulatory Act § 41.061(e). This Rate is only applicable to Customers connected after the Winter Storm Uri event and meeting the following criteria:

Load Size	Greater than 1 MW
Annual Average Load Factor	Greater than 70%

#### **Securitized Contract Monthly Rate:**

\$0.00030 per kWh in the billing period.

The Contract Rate will be the lesser of the SCRf Energy Rate in effect on the Cut-Off Date for the applicable Calculation Period or the Monthly Rate.

**BILLING:** For Customers who take service from the Cooperative (or its successors) under Cooperative's net metering service or avoided cost distributed generation service, the factors of this rider shall apply to the gross kWh delivered by the Cooperative to serve the Customer's load.

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### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### SECTION III: RATE SCHEDULES – Billing Adjustments

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**TRUE UP:** The Securitized Charges imposed by this rider shall be set and adjusted from time to time as set forth in any True-Up Letter delivered to the Cooperative by the Master Servicer for the Securitized Bonds, delivered under the terms of and in accordance with the Financing Order and the Master Servicing Agreement, by and between Brazos Securitization LLC and Brazos Electric Power Cooperative, Inc. The Securitized Charges set forth in any such True-Up Letter is hereby incorporated by reference. The calculation of any such True-Up is not subject to notice, protest, or appeal except for the review for computational or other manifest error as permitted by the Financing Order.

**NON-BYPASSABILITY:** The Cooperative, as Member Servicer, and any successor servicer, must collect the Securitized Charges from all of its Customers connected to the Cooperative's system assets and taking service, other than Excluded Customers, regardless of whether such assets continue to be owned by the Cooperative or whether such Customers switch to another retail electric service provider or new on-site generation.

Any Customer (excluding Excluded Customers) that disconnects from the Cooperative's system and connects to another electric service provider must either pay a termination fee or continue to pay the Securitized Charges, which will be collected by the Cooperative, its servicer, any entity providing electric transmission or distribution services, or any retail electric provider providing services to the disconnecting customer, provided, however, that such collection will be performed in a manner as determined by the Cooperative that will not result in any of the credit ratings on the Securitized Bonds being lowered or suspended. In the event a Customer adds on-site generation, the Cooperative shall collect the Securitized Charges from the Customer based on the terms as defined in "Billing".

The termination fee shall equal:

$$\text{Termination Fee} = A \times 12 \times B$$

A = Average amount of Securitized Charges billed to the Customer over the previous 12 months

B = The remaining years that the Securitized Bonds are scheduled to be outstanding.

**EXCLUDED CUSTOMERS:** Customers that are not subject to the Securitized Charges because they were served under the Cooperative's large power flow-through tariff that directly assigns power cost and satisfied their cost responsibility prior to the effectiveness of the Financing Order, as identified in the Financing Order.

#### **History:**

Adopted: 08/25/2022

## TARIFF

### MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY

#### SECTION III: ELECTRIC SERVICE – RATE SCHEDULES

##### Fee Schedule - Schedule “Fees”

Page 1 of 1

#### **I. Applicability**

The Fee Schedule attached to this Tariff as Attachment 7 applies to all electric service provided by the Cooperative to Members as applicable.

#### **II. Type of Service**

Residential, Commercial, and all other types of electric service available from the Cooperative to its Members.

#### **III. Fees**

The Fees set forth on the Fee Schedule are set from time to time by Resolution of the Board of Directors to assist in defraying the administrative costs incurred to provide the service to the Member Members of the Cooperative. Members may be billed in accordance with the Fee Schedule from time to time existing for the services rendered in accordance with the Fee Schedule.

#### **IV. Board of Director’s Right to Amend Fee Schedule**

The Board of Directors may, from time to time, amend the fees as set out on the Fee Schedule, and such amendment will be attached to this Tariff and shall become a part hereof effective from and after the date of approval by the Board of Directors.

#### **History:**

Adopted: 01/22/2004

Revised: 04/24/2008

Revised: 06/18/2010