

TARIFF
FOR
RETAIL ELECTRIC UTILITY SERVICE

FANNIN COUNTY ELECTRIC COOPERATIVE, INC.



Your Touchstone Energy[®] Cooperative 

The Touchstone Energy logo consists of three stylized human figures in red, blue, and orange, standing on a green base that resembles a stylized ground or energy source.

**Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.**

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Applicable: Entire Certified Service Area

Effective Date: October 17, 2017

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Utility Operations and General Rules
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Chapter 1: UTILITY OPERATIONS AND GENERAL RULES

101. Description of Electric Utility Operations and General Rules.

101.1 Organization.

Fannin County Electric Cooperative, Inc. is an electric cooperative corporation organized and operating under the Electric Cooperative Corporation Act (Texas Utilities Code Chapter 161) and the laws of the State of Texas and is owned by its retail member consumers member. The Cooperative's business affairs are managed by a board of directors. Directors are elected to the board from and by the Cooperative's members in accordance with the provisions of the Cooperative's bylaws.

101.2 Type of Service.

The Cooperative provides retail electric utility service through the operation of an electric distribution system. The Cooperative purchases all of its electric energy requirements from Rayburn Country Electric Cooperative, Inc. and resells the electric energy to its retail members in its service area. The Cooperative does not engage in the generation of electric power.

101.3 Service Area.

1. Certification.

The Public Utility Commission of Texas authorized the Cooperative to provide retail electric utility service by the issuance of Certificate of Convenience and Necessity number 30053.

2. Counties.

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

Fannin	Grayson	Lamar
Hunt	Collin	

3. Cities.

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

Trenton	Bonham
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102. Purpose and Scope of Tariffs.

These tariffs define the service relationship between the Cooperative and persons desiring or receiving retail electric utility service from the Cooperative.

103. Applicability of Tariffs.

These tariffs govern the rates, terms of access and conditions of the provision of retail electric utility service by the Cooperative to all members and whether the member has entered into a Service Agreement or not. This Tariff also applies to retail customers receiving electric utility service from the Cooperative unlawfully or pursuant to unauthorized use. This tariff applies in all areas in which the Cooperative provides service except as may be precluded by law. These tariffs supersede and annul all prior tariffs including service rules and regulations by whatever term designated which may heretofore have governed the supplying and taking of Cooperative's retail electric service. This Tariff does not apply to the provision of service to wholesale customers except to the extent expressly stated in these tariffs.

104. Description of Service.

Cooperative will provide retail electric utility service of the standard characteristics available in the locality in which the member's Installations to be served are situated. All types of service offered by Cooperative are not available at all locations. Cooperative will provide retail electric utility service at Cooperative's standard voltages. Persons requesting retail electric utility service should obtain from Cooperative the phase and voltage of the service available before committing to the purchase of motors or other equipment. Cooperative is not responsible if the requested phase and voltage of service are not available. The standard electric utility service offered by Cooperative is for alternating current with a nominal frequency of 60 hertz (cycles per second). Electric utility services may be provided at the secondary, primary, or transmission voltage level as specified under the appropriate rate schedule. The provision of electric utility service by Cooperative is subject to the terms of any service agreements, the terms and conditions of this Tariff, and any regulatory authority having jurisdiction, an order of a court of competent jurisdiction, or a rule, regulation, applicable ruling, procedure, protocol, guide or guideline of ERCOT.

105. Availability of Tariff.

A copy of this Tariff is available for inspection at the Cooperative's offices in Bonham, Texas. Additionally, Cooperative posts on its internet site a copy of its current Tariff in a standard electronic format for downloading free of charge.

106. Changes to Tariff.

This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the laws of the State of Texas. Currently, the law allows the board of directors of the Cooperative to make changes in the Cooperative's tariffs. Any agreement made pursuant to this Tariff shall be deemed to be modified to conform to any changes in this Tariff as of the date of the effectiveness of such change. No agent, officer, director, employee, assignee or representative of Cooperative has authority to modify the provisions of this Tariff or to bind Cooperative by any promise or representation contrary to the terms of this Tariff.

107. Invoicing to State Agencies.

Notwithstanding any provisions in this Tariff, with respect to when invoices become past due and imposing an increased amount if invoices are not paid within a specified time, all invoices rendered directly to a

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“State Agency,” as that term is defined in Chapter 2251 of the Texas Government Code, shall be due and shall bear interest if overdue as provided in Chapter 2251.

108. Quality of Service.

Cooperative will use reasonable diligence to provide continuous and adequate delivery of electric energy but Cooperative does not guarantee against irregularities or interruptions.

109. Successors and Assigns.

This Tariff shall inure to the benefit of, and be binding upon, Cooperative and Member and their respective successors and permitted assigns.

110. Member Cooperation Required.

Member shall cooperate with Cooperative and shall not unreasonably withhold, condition, or delay Member’s performance of any obligation or duty imposed under this Tariff.

111. Waivers.

The failure of Cooperative or Member to insist in any one or more instances upon strict performance of any of the provisions of this Tariff or to take advantage of any of its rights under this Tariff, shall not be construed as a general waiver of any such provision or the relinquishment of any such right, but the same shall continue and remain in full force and effect, except with respect to the particular instance or instances.

112. Headings.

The descriptive headings of the various sections of this Tariff have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions hereof.

113. Cooperative Contact Information.

Notices and other communications by an applicant or member shall be addressed to:

Fannin County Electric Cooperative
Attn: Member Services Department
P.O. Box 250
Bonham, Texas 75418-0250

114. Force Majeure.

Neither Cooperative or member shall be liable for damages for any act or event that is beyond such party’s control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, act of terrorism, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, delay in obtaining materials, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of ERCOT.

115. Emergencies and Necessary Interruptions.

Cooperative may curtail, reduce voltage, or interrupt electric utility service in the event of an emergency arising anywhere on its distribution system or the interconnected systems of which it is a part, when the

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emergency poses a threat to the integrity of its system or the systems to which it is directly or indirectly connected if, in its sole judgment, such action may prevent or alleviate the emergency condition. Cooperative may interrupt service when necessary, in Cooperative's sole judgment, for inspection, test, repair, or changes in Cooperative's distribution system, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of electric utility service.

116. Interstate Prohibition.

Cooperative will not provide electric utility service to an applicant or member where any part of the applicant's or member's Installation is located outside the State of Texas or is connected directly or indirectly to any other electric lines, all or part of which are located outside the State of Texas, other than through certain high-voltage direct current interconnections constructed under orders of the Federal Energy Regulatory Commission.

117. Parallel Operation.

Member may not, without written agreement with Cooperative, connect Member's Installation to a source of electricity in a manner that may permit electricity to flow into the Cooperative's distribution system from such source. Retail Customer proposing the interconnection of distributed generation must comply with the provisions set forth in this Tariff and applicable legal authorities. Requirements and specifications for interconnections for parallel operation shall be individually negotiated with Cooperative.

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Chapter 2: RATES AND CHARGES

201. Rate Classification and Assignment.

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

202. Rate Schedules.

202.1 Residential, Farm and Ranch Service.

A. Application.

Applicable to all Members taking the type of service described in this rate schedule for all of the electric service supplied at one point of delivery and measured through one meter used for the following purposes:

- (1) for residential, farms, ranches, irrigation, barns, dairies; and
- (2) for churches, community halls and public buildings.

B. Type of Service.

Single phase service at the Cooperative's standard secondary distribution voltages, where available. Where service of the type desired by Member is not already available at the point of delivery, additional charges and special contract arrangements under this tariff may be required prior to service being furnished. The rated capacity of any single-phase motor served under this rate schedule shall not exceed those amounts stated at 323.3(b).

C. Monthly Rate.

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

- (1) Availability Charge: \$25.00 per meter
This Charge is for the availability of electric service, and
- (2) Energy Charge: \$0.11377 per kWh

D. Minimum Charge.

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

- (1) The availability charge; and
- (2) Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

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E. Billing Adjustments.

This rate is subject to all billing adjustments. Ref. § 203.

F. Seasonal Service Under Monthly Rate Schedule.

Consumers requiring service only during certain seasons of the year shall be served in accordance with the applicable monthly rate schedule for the class of service. There shall be an annual charge of twelve times the monthly minimum charge (as defined by Section 202.1D, Minimum Charge). Payment of the annual charge shall be due no later than June 1 of each year.

G. Agreement.

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

202.2 Residential – Pre-Paid Service.

A. Application.

Applicable to all Members taking the type of service described in this rate schedule for all of the electric service supplied at one point of delivery and measured through one meter used for the following purposes:

- (1) for residential, farms, ranches, irrigation, barns, dairies; and
- (2) for churches, community halls and public buildings.

Pre-Paid Service is offered on a strictly voluntary basis at the election of an eligible member. This rate is available only to members that pre-pay for electric energy in accordance with the Cooperative's tariff. Members are required to prepay the daily base charge and all electric energy usage in advance if Member elects to be served under this rate.

Any eligible new or existing Member may request participation in the pre-pay program. A new Member requesting the pre-pay program is not required to pay a security deposit.

Any security deposit on an existing Member's account at the time of entry to the pre-pay program will be applied to the Member's account balance, and any remainder will be used to purchase energy.

All charges and associated fees applicable to Member's account must be paid in full prior to initiating pre-paid service.

A credit of at least \$30.00 will be required to begin pre-pay service.

A \$40.00 reconnection fee will be assessed to Members participating in Pre-Pay Electric Service Program when service is suspended due to Member's failure to keep a prepaid

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balance of greater than \$0.00 and then reinstated after prepaid purchase of service is funded.

Members taking standard service who have been disconnected for non-payment and elect to reconnect under the Pre-Pay Electric Service Program will be assessed a \$40.00 reconnection fee.

B. Type of Service.

Single phase service at the Cooperative's standard secondary distribution voltages, where available. Where service of the type desired by Member is not already available at the point of delivery, additional charges and special contract arrangements under this tariff may be required prior to service being furnished. The rated capacity of any single phase motor served under this rate schedule shall not exceed those amounts stated at 323.3(b).

C. Monthly Rate.

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

(1) Daily Base Charge: \$0.82192 per meter per day

This Charge is for the availability of electric service, and

(2) Energy Charge: \$0.11377 per kWh

Payment: Member shall prepay for all electric service.

D. Minimum Charge.

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

(1) The Daily Base Charge times the number of days the member desires to receive electric service,

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

(3) Any prior (previous membership) balances at the time of connection.

E. Billing Adjustments.

This rate is subject to all billing adjustments. Ref. § 203.

F. Agreement.

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

G. Additional Provisions.

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Power may be purchased at any time in increments equal to or exceeding a \$5.00 minimum purchase amount. Members may purchase power by internet, telephone, or during normal business hours at any Cooperative office.

Disconnection will not be halted for any reason including weekends, Cooperative holidays, or after normal business hours.

Members will not receive a paper bill.

The Cooperative will monitor usage of participating pre-pay Members and send a purchase requirement notification after the Member's balance reaches the credit balance of \$25.00, unless modified by the Member. Participating Members can choose to receive purchase requirement notifications by electronic mail, text message or phone calls (or a combination of the three options). All notifications will be generated from the automated system. Residential pre-pay members on this rate schedule 202.2 shall not be entitled to notice that the Cooperative intends to disconnect service. Rather, service will automatically terminate when member's pre-paid balance reaches \$0.00. Members will only receive a purchase requirement notification prior to disconnection of service.

202.3 Small Commercial.

A. Application.

Applicable to all Members having 50 kVA or less of installed transformer capacity taking the type of service described in this rate schedule for all of the electric service supplied at one point of delivery and measured through one meter used for the following purpose(s):

all commercial uses except uses specified in Section 202.1

B. Type of Service.

Single phase or three phase service at the Cooperative's standard secondary distribution voltages, where available. Where service of the type desired by member is not already available at the point of delivery, additional charges and special contract arrangements under this tariff may be required prior to service being furnished. The rated capacity of any single phase motor served under this schedule shall not exceed those amounts stated at 323.3(b).

C. Monthly Rate.

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

(1) Availability Charge: \$27.50 per meter

This Charge is for the availability of electric service, and

(2) Energy Charge: \$0.11161 per kWh

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D. Monthly Minimum Charge.

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

- (1) The availability charge; and
- (2) Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

E. Billing Adjustments.

This rate is subject to all billing adjustments. Ref. § 203.

F. Seasonal Service Under Monthly Rate Schedule.

Consumers requiring service only during certain seasons of the year shall be served in accordance with the applicable monthly rate schedule for the class of service. There shall be an annual charge of twelve times the monthly minimum charge (as defined by Section 202.2 D, Minimum Charge). Payment of the annual charge shall be due no later than June 1 of each year.

G. Agreement.

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

202.4 Large Power Service.

A. Application.

Applicable to all members having more than 50 kVA of installed transformer capacity taking the type of service described in this rate schedule for all of the electric service supplied at one point of delivery and measured through one meter used for the following purpose(s):

all commercial and industrial purposes.

Applicable for temporary and construction power, but not for shared service.

B. Type of Service.

Three phase service at the Cooperative's standard secondary distribution voltages, where available. Where service of the type desired by Member is not already available at the point of delivery, additional charges under this tariff and special contract arrangements under this tariff may be required prior to service being furnished. The rated capacity of any single phase meter served under this schedule shall not exceed those amounts stated at 323.3(b).

C. Monthly Rate.

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

- (1) Availability Charge: \$55.00 per meter

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This Charge is for the availability of electric service, and

(2) Energy Charge: \$0.10483 per kWh

D. Monthly Minimum Charge.

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

- (1) The availability charge; and
- (2) Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

E. Billing Adjustments.

This rate is subject to all billing adjustments. Ref. § 203.

F. Seasonal Service Under Monthly Rate Schedule.

Consumers requiring service only during certain seasons of the year shall be served in accordance with the applicable monthly rate schedule for the class of service. There shall be an annual charge of twelve times the monthly minimum charge (as defined by Section 202.3D, Minimum Charge). Payment of the annual charge shall be due no later than June 1 of each year.

G. Agreement.

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

202.5 Large Power Service – School.

A. Application.

Applicable to public and private schools member having more than 50 kVA of installed transformer capacity taking the type of service described in this rate schedule for all of the electric service supplied at one point of delivery and measured through one meter used for the following purpose(s):

Construction and operation of school facilities.

Applicable for temporary and construction power, but not for shared service.

B. Type of Service.

Three phase service at the Cooperative's standard secondary distribution voltages, where available. Where service of the type desired by Member is not already available at the point of delivery, additional charges under this tariff and special contract arrangements under this tariff may be required prior to service being furnished.

C. Monthly Rate.

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

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(1) Availability Charge: \$65.00 per meter

This Charge is for the availability of electric service, and

(2) Energy Charge: \$0.10483 per kWh

D. Monthly Minimum Charge.

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

(1) The availability charge; and

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

E. Billing Adjustments.

This rate is subject to all billing adjustments. Ref. § 203.

F. Seasonal Service Under Monthly Rate Schedule.

Consumers requiring service only during certain seasons of the year shall be served in accordance with the applicable monthly rate schedule for the class of service. There shall be an annual charge of twelve times the monthly minimum charge (as defined by Section 202.3D, Minimum Charge). Payment of the annual charge shall be due no later than June 1 of each year.

G. Agreement.

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

202.6 Lighting Service.

A. Application.

Applicable to Members taking the type of service described in this rate schedule for pole mounted area security lighting near the Cooperative's electric distribution lines.

Not applicable for temporary, construction or shared service.

B. Type of Service.

Single Phase Service at the Cooperative's standard secondary distribution voltages.

C. Monthly Rate.

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

Lamp Size and Type	Availability Charge
175 Watt Mercury Vapor Lamp	\$15.84
(this rate is closed for new service)	

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100 Watt High Pressure Sodium \$15.84

D. Billing Adjustments.

This rate is subject to all applicable billing adjustments. Billing adjustments each billing period shall be based on the following estimates of energy usage if energy usage is not metered:

Lamp Size and Type	Monthly kWh Usage
175 Watt Mercury Vapor Lamp	65 kWh
100 Watt High Pressure Sodium Lamp	40 kWh

E. Agreement.

This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction and service hereunder is subject to the Cooperative's tariff for electric service.

203. Billing adjustments.

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

203.1 Power Cost Recovery Factor (PCRF).

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

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

Where:

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

A = Total Estimated purchased electricity cost from all suppliers including fuel for the billing period.

B = Total estimated purchased electricity cost from all suppliers including fuel which are included in the Cooperative's base rates. The base power cost is computed as:

B = (D)(kWhs)

D = Base power cost in \$/kWh sold of \$.080000

kWhs = Total estimated energy sales for billing period.

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

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203.2 Franchise Tax Adjustment.

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

$$\text{FTA} = \text{TAB} \times \text{GRTR}$$

Where FTA = Gross receipts tax adjustment

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

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

203.3 Sales Tax.

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

203.4 Overbilling and Underbilling.

If billings for electric service are found to differ from the Cooperative's lawful rates for the service being purchased by the Member, or if the Cooperative fails to bill the Member for such service, a billing adjustment shall be calculated by the Cooperative. The billing adjustment may include interest as determined by the Cooperative.

203.5 Power Factor Adjustment.

Demand charges may be adjusted if the power factor is lower than 95%. Measured demand may be increased by 1% for each 1% by which the power factor is less than 95% lagging for any period of fifteen (15) consecutive minutes. This adjustment shall not be applied on loads of less than 25 kW.

204. Service Fees.

204.1 Trip Fee.

Except as provided in these rules, the Cooperative shall charge \$60.00 for each trip to Member's premises which is requested by the Member or reasonably necessary under these rules or standard operating practice. (e.g. trip to Member's premises for connection, reconnection, trouble report investigation, or to make disconnection).

If a trip to Member's premises made outside of the Cooperative's normal working hours Member shall be charged for at overtime rates.

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204.2 Investigation Fee.

If Member requests that the Cooperative make an investigation of any outage or service irregularity and if 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, his facilities, equipment or installation, then the Cooperative may charge Member a trip fee. No charge shall be made to investigate an outage or service irregularity unless caused by Member or Member's installation or equipment.

204.3 Membership Fee.

Each applicant shall be charged a membership fee of \$10.00. Ref. §§ 301.2, 351.8.

204.4 Returned Check.

The Cooperative shall charge \$35.00 for each check or other form of payment which is dishonored or returned to the Cooperative. Any Member having a check or other form of payment dishonored two or more times in a 12-month period may be required to pay by cash, money order, or certified check.

204.5 Meter Test Fee.

If Member's meter has been tested at Member's request and within a period of four (4) 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 American National Standards Institutes, Inc., the Cooperative may charge the Member a fee which reflects the cost to test the meter. §§ 203.4, 324.4.

204.6 Delinquent Commercial & Industrial Accounts.

The Cooperative may assess a one-time penalty not to exceed 5% on each delinquent non-residential bill. No such penalty shall apply to residential bills.

204.7 Deferred Payment Plan Fee.

A deferred payment plan may include a 5% penalty for late payment but shall not include a finance charge. Ref. § 324.8.

204.8 Switchover Fee.

Where service to a Member is being switched between the Cooperative and another electric utility, the following charges shall apply when the Cooperative is the disconnecting utility:

- A. A charge of \$92.70. (This charge covers average labor and transportation costs incurred in making the disconnect.)
- B. Any unpaid construction, line extension, or other contract charges.
- C. A charge for removal of any property, plant or facilities of the Cooperative used to provide service to the Member if the member requests remove or removal is required for legal or safety reasons, or by requirement of any authority:

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	Single Phase	Multi-Phase
First Span	\$433.00	\$655.00
Each additional Span	\$327.00	\$550.00

- D. A charge for distribution facilities rendered idle as a result of the disconnection and not usable on another part of the Cooperative's system based on the original cost of such facilities less depreciation, salvage and contributions in aid of construction, but including the cost of removing idled plant deemed by the Cooperative to be economically salvageable.
- E. 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 shall give the Member a paid receipt.

In accordance with the Substantive Rules of the Public Utility Commission of Texas, the Cooperative Member is hereby advised that the connecting electric utility may not provide service to said Member until such connecting utility has evidence from the Cooperative that the Member has paid for electric service through the date of disconnection and any charges for disconnection under this tariff.

204.9 Reproduction of Tariff Sheets.

Any person requesting a copy of all or any portion of the tariffs of the Cooperative shall pay in advance the reasonable cost of reproduction.

204.10 Reconnection.

The Cooperative shall charge a fee of \$40.00 for the labor and equipment necessary to remotely reconnect service to Member.

204.11 Cancellation of Contract.

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

204.12 Activation Fees.

The Cooperative shall charge a one-time, non-refundable fee of \$40 for service activation at each location during normal working hours. A service activation is defined as any connection or reconnection which results in establishing a new account, or the transfer of an existing account.

204.13 Yard Light Switch.

The Cooperative shall charge a fee of \$25 for the labor, material and equipment necessary to install a yard light switch on the Member's premises at the Member's request.

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204.14 Meter Tampering Charge.

The term “meter tampering” as used herein applies to any instance in which a meter assigned to a member shows any evidence of having been entered by any person, firm or corporation other than a Cooperative employee in furtherance of the Cooperative’s business. Tampering includes, but is not limited to, instance in which the seal is broken, jumpering the meter so as to bypass the meter and impair or defeat its measurement of energy, or reversing the meter so as to impair or defeat its measurement of energy. Tampering also includes any other act whether specifically covered herein which interferes with the meter’s effectiveness to gauge the consumption of electric energy.

In cases of meter tampering or bypassing of meter, electric energy consumed, but not metered, may be estimated by the Cooperative based on amounts used under similar conditions during preceding years. Where no previous usage history exists or is considered unreliable due to meter tampering or bypassing of meter, consumption may be estimated on the basis of usage levels of similar customers and under similar conditions.

The Cooperative may charge a Tampering Fee that shall include a fee of \$250.00, a Trip Fee for each trip to the premises required, and a charge for all labor, material and equipment necessary to repair or replace all equipment damaged due to meter tampering or bypassing of meter.

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Chapter 3: SERVICE RULES AND REGULATIONS

301. Application for Electric Service.

301.1 Application Required.

Any person desiring to receive electric service from the Cooperative shall apply for such service by properly completing, signing, and filing with the Cooperative an Agreement For Electric Service. A form of Agreement for Electric Service is contained in these tariffs; however, special contractual arrangements, which may include additional charges, may be required. A separate Agreement For Electric Service is usually required for each location where delivery of electric energy is desired, whether or not for initiation or renewal of service or otherwise.

The Agreement For Electric Service must be in the true name of the person desiring to receive electric service. The Cooperative may require suitable identification and such other information as may be reasonably necessary to evaluate the application. An applicant that provides a social security number that is returned as deceased, not issued, belonging to a person under the age of 18, or belonging to a person other than the applicant, or is fraudulent, shall be required to provide a valid social security number as well as additional proof of identity i.e. valid driver's license, before service will be activated.

301.2 Membership in the Cooperative.

If applicant is not a member of the Cooperative, applicant shall properly complete, sign, and file an application for membership. The filing of an application for membership shall be accompanied by the payment of one (1) membership fee. Ref. § 204.3, 351.8.

301.3 Offer to Purchase Electric Service.

Upon compliance with the provisions of Sections 301.1 and 301.2, applicant has made an offer to purchase electric energy from the Cooperative, the terms of which are contained in the Agreement For Electric Service, these tariffs, and any applicable easement. If no easement is executed, the Member will upon request by the Cooperative at any later time execute the Cooperative's standard right-of-way agreement granting to the Cooperative, at Member's expense, a satisfactory easement across lands owned or controlled by the Member. In the event the Member shall divide premises by sale in such manner that one part shall be isolated from streets or alleys where the Cooperative's electric lines are accessible, the Member shall grant or reserve an easement for electric service over part having access to electric lines for the benefit of the isolated part.

302. Establishment of Credit.

The Cooperative may require a Member, regardless of the type of service applied for, to demonstrate and satisfactorily establish credit. The satisfactory establishment of credit shall not relieve a Member from complying with tariff provisions for prompt payment of bills. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared the service. Credit history maintained by one spouse is applied equally to the other spouse. The following rules shall apply to the establishment of credit:

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302.1 Credit Evaluation and Deposit Amount.

The Cooperative uses a technology-based screening tool called the ONLINE Utility Exchange to assess credit risk at the time application for service is made and requires a deposit only to those applicants or members that pose a significant credit risk. The ONLINE Utility Exchange is designed to screen service applicants to determine their credit risk based upon three criteria: 1) Social Security Number (SSN) verification; 2) Deposit decisions based upon credit risk; and 3) Payment experience with other utility providers. Each of these criteria reflects upon the credit risk associated with Fannin County Electric Cooperative providing service to the applicant. Usually, electric service is provided first and then customers are billed for the service. Thus, a member is, in fact, applying for electric service on credit.

A. New Residential Service

Applicants for new residential service who pose no credit risk (Green Light returned on the ONLINE Utility Exchange) will not be charged a deposit.

Applicants for new residential service who pose substantial credit risk (Red Light returned on the ONLINE Utility Exchange) will be charged a deposit not to exceed 1/6 of estimated annual billings for the service address.

Applicants for new residential service with Red Light turned on with a score of 10 to 50 will be charged a deposit of \$300.00.

Applicants for new residential service with Red Light turned on with a score of 10 to 50 who also owes another utility for prior service will be charged a deposit of \$500.00

Applicants for new residential service with Red Light turned on with a score of more than 50 will be charged a deposit of \$500.00

B. Residential Service to Members or Former Members

A member or former member who has had service terminated or has an unpaid utility bill returned by the ONLINE Utility Exchange shall pay a deposit of up to \$500.00 as determined by the Cooperative;

C. Residential Service – Social Security Information

Notwithstanding the foregoing provisions, a member, former member, or applicant for new residential service who refuses to provide a social security number is deemed to pose a greater credit risk to the Cooperative and shall be charged a deposit of \$500.00

D. New Commercial Service – Deposit Requirements

A commercial applicant's deposit will be determined in the following manner:

For sole proprietorships, the Cooperative will obtain an ONLINE Utility Exchange report on the owner and the applicant and charge a deposit as if the applicant had applied for residential service.

For partnerships, limited liability companies (LLC) and limited liability partnerships (LLP) the Cooperative will obtain an ONLINE Utility Exchange report on the managing partner or managing director, as appropriate, and charge the applicant a deposit as if the applicant had applied for residential service.

E. The deposit for all other commercial entities will be determined by the Cooperative on a case-by-case basis considering the risk involved.

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302.2 Increase in Deposit Within First 12 Months of Service.

During the first 12 months of service, if actual usage is three times estimated usage (or three times average usage of most recent three bills) and current usage exceeds \$150, and 150% of the security held, a new deposit requirement may be calculated and an additional deposit may be required to be made within 10 days after issuance of written notice of termination and requested additional deposit, or, in lieu of additional deposit, the member may elect to pay the current usage within 10 days after issuance of written notice of termination and requested additional deposit.

302.3 Increase in Deposit Applicable at Any Time.

If actual billings of a commercial member are at least twice the amount of the estimated billings, and a suspension notice has been issued on a bill within the previous 12-month period, a new deposit may be required to be made within 15 days after issuance of written notice of termination and requested additional deposit. If actual billings of a residential member are at least twice the amount of the estimated billings after two billing periods, and a suspension notice has been issued on a bill within the previous 12-month period, a new deposit may be required to be made within 15 days after issuance of written notice of termination and requested additional deposit. In lieu of additional deposit, the member may elect to pay the current bill by the due date of the bill, provided the member has not exercised this option in the previous 12 months.

302.4 Temporary or Seasonal Service and for Weekend Residences.

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

302.5 Reestablishment of Credit.

Every applicant who previously has been a Member of the Cooperative and whose service has been discontinued for nonpayment of bills or meter tampering or bypassing of meter shall be required, before service is rendered, to pay all amounts due the Cooperative or execute a deferred payment agreement, if offered, and reestablish credit.

303. Cooperative Action on the Application.

The Cooperative shall consider the offer to purchase electric service and act upon it within a reasonable time by either granting the application (conditionally, subject to these Service Rules and Regulations) or refusing service in accordance with this tariff. Ref. § 308.

303.1 Granting Application.

The Cooperative may grant an application by: (1) having its authorized officer or employee sign the Agreement For Electric Service on behalf of the Cooperative; or (2) making electricity available at Member's service location.

303.2 Refusal of Service.

The Cooperative may refuse service if any of the following events have occurred:

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- A. Credit.
Member has failed or refused to satisfactorily establish credit or make deposit;
- B. Fulfillment of Conditions Precedent.
If Member has failed or refused within a reasonable time to fulfill any condition precedent to performance (see Section 304.2);
- C. Indebtedness.
If Member has failed or refused to pay any indebtedness to any utility having previously provided applicant with electric service;
- D. Membership.
Member has failed or refused to pay the membership fee or qualify for membership in the Cooperative in accordance with the provisions of law and the Articles and Bylaws of the Cooperative;
- E. Hazardous Condition.
If it has come to the Cooperative's attention that Member's installation or equipment is hazardous or of such character that satisfactory service cannot be given;
- F. False Name or Other Artifice.
Member or prospective Member uses an alias, trade name, business name, the name of a relative or another person or other artifice to avoid payment for electric service.

303.3 Insufficient Grounds for Refusal to Serve.

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

- A. Delinquency in payment for service by a previous occupant of the premises to be served; or
- B. Failure to pay for merchandise, or charges for non-utility service purchased from the Cooperative; or
- C. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six months prior to the date of application; or
- D. Violation of the Cooperative's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interferes with the service of others, or other services such as communication services unless the member has first been notified and been afforded reasonable opportunity to comply with the rules; or

304. Contract for Service.

Member requests for electric service of the character and type provided by Cooperative are granted within the limitations of the applicable rate schedule for electric service, the availability of Cooperative facilities, the characteristics of Member's electrical load and these Service Rules and Regulations.

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Cooperative may require special contractual arrangements, which may include additional charges under this tariff, prior to Cooperative's providing electric service requested by Member if adequate service facilities are not available at the service location, or service is other than that which Cooperative usually provides.

The grant of an application shall operate as an acceptance of Applicant's offer to purchase electric service. Any Member taking electric service from Cooperative, in consideration of the Cooperative's supplying electric service and regardless whether or not such Member has made application for such electric service, is bound by these Service Regulations and is liable to Cooperative for payment for such electric service.

304.1 Terms of Contract.

The terms of the contract are the provisions of the Membership Agreement, Agreement For Electric Service, this tariff, including the service rules and regulations of the Cooperative and the applicable rate schedule, and any applicable easement.

304.2 Conditions to be Fulfilled by Applicant or Member.

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 shall:

A. Comply with the Law.

Member warrants to the Cooperative that he or she has complied with all Federal, State, County, and Municipal regulations governing the service applied for and shall remain in compliance. The Cooperative does not undertake to determine if Member is in compliance with the law and the provision of service shall not be construed as any indicia of compliance; however, the Cooperative may require a copy of any approval required by law, ordinance or regulation prior to the provision of service or may refuse or discontinue service if Member fails or refuses to comply with applicable state and municipal regulations; and

B. Comply with Service Rules.

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

C. Member's Installation.

Member warrants to the Cooperative that Member's installation is constructed in accordance with the latest revision of the National Electrical Code published by the National Fire Protection Association and/or the latest revision of the National Electrical Safety Code published by the Institute of Electrical and Electronics Engineers, Inc., as well as other Codes that may be applicable.

Member further warrants to the Cooperative that Member's installation will be maintained in accordance with such Codes. The Cooperative does not undertake to determine if Member's installation complies with such standards and the provision of service shall not be construed as any indicia of compliance; however, should it come to the attention of the Cooperative that Member's installation does not conform to such standards, Member may be required to conform prior to the provision of service or the Cooperative may discontinue service; and

D. Easement.

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Member shall grant or secure to the Cooperative at Member's expense an easement, the form and content of which is satisfactory to the Cooperative. The form of an acceptable utility easement is contained in Chapter 4 of this tariff. This form may be altered by the Cooperative to fit particular circumstances. In the event the Applicant/Member is not able to secure an easement acceptable to the Cooperative after reasonable attempts and the Cooperative acquires an easement, then Member shall reimburse the Cooperative for all related costs; and

E. Construction Costs.

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

304.3 Assignment of Contract.

The Member shall not assign the Agreement For Electric Service or any of Member's rights or obligations thereunder except by written consent of the Cooperative and in compliance with the Articles and Bylaws of the Cooperative. The Agreement For Electric Service shall inure to the benefit of the Cooperative's assigns.

304.4 Modification by the Parties.

The contract for electric service may be modified by the agreement of both the Cooperative and the Member if such agreement is made in writing and signed by both parties.

305. Construction Services.

305.1 General Policies.

305.1.1 Construction Provided.

Cooperative will make reasonable provisions to provide Construction Service, but does not guarantee the timeliness of initiating or completing such Construction Service nor the suitability of such facilities for member's specific uses.

305.1.2 Liability.

Cooperative will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by the failure to provide timely or suitable Construction Service. The term "Construction Service" in this paragraph includes any and all services that (a) are provided, (b) fail to be provided, or (c) fail to be timely provided by Cooperative, from the time applicant or member first contacts Cooperative with respect to the provision of any type of Construction or other retail electric utility service. However, if damages result from failure to provide timely or suitable Construction Service or fluctuations or interruptions in Delivery Service that are caused by Cooperative's or member's gross negligence or intentional misconduct, this Tariff shall not preclude recovery of appropriate damages when legally due.

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305.1.3. Contractual Arrangements.

Cooperative may require an executed Facility Extension Agreement, in the form that is included in section 406 of these Tariffs, between the entity requesting such service and Cooperative prior to Cooperative constructing standard and non-standard distribution system facilities. In those instances where any payments are required, Cooperative will provide a detailed cost estimate for the entity requesting the service to determine the special contractual arrangements required before Construction Service is provided. Regardless of any such payment, Cooperative shall at all times have title to and complete ownership and control over facilities installed by Cooperative.

305.1.4 Standard Service Classification.

The Cooperative extends standard distribution facilities to a Member in accordance with line extension provisions in section 305.2. Each provision classifies the predominant type of electric service/use anticipated on Member's premises and specifies conditions under which a line extension may be made. For each location, member's classification shall be determined by the Cooperative. For extension of facilities to serve permanent loads, the secondary facilities (transformer and service drop) shall be excluded from member responsibility calculations.

305.1.5 Non-Standard Service.

The Cooperative may but is not required to extend non-standard distribution facilities. Non-Standard facilities are extended only on negotiation of satisfactory contract terms. Payments in the form of a contribution in aid of construction may be required for requested extensions. Non-standard facilities may include but are not limited to a two-way feed, automatic and manual transfer switches, utility service through more than one point of delivery, redundant facilities, facilities in excess of those normally required for utility service, or facilities necessary to provide utility service at a non-standard voltage.

305.1.6 Correction of Classification.

In the event that the classification assigned by the Cooperative is incorrect based upon Member's subsequent actual use of the installation then the Cooperative may alter Member's classification and apply the correct line extension classification, making appropriate adjustment to the Member's account or billing. Ref. §§ 308, 321.

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305.2 Line Extensions.

The Cooperative extends standard distribution service facilities in accordance with the following terms:

TYPE OF SERVICE	MEMBER'S RESPONSIBILITY
A. Single Phase Overhead Service to permanent installations except as provided below.	Pay in advance the actual cost of the extension in excess of \$1,500.00. Member's payment is a non-refundable contribution in aid of construction.
B. Three Phase Overhead Service to Permanent Installations except as provided in D and E below.	Pay in advance the estimated cost of the extension of primary voltage facilities, Member's payment shall be non-refundable.
C. Single or Three Phase Underground Service to permanent installations except as provided in D and E below.	Comply with Cooperative requirements for opening ditch to required depth below final grade and closing ditch after installation of facilities; pay in advance the amount shown as member's responsibility for the applicable type of service, as if it were constructed overhead.
D. Non-Permanent Installations, Seasonal, Temporary and Intermittent Use Installations; Single or Three Phase.	Pay in advance 100 percent of the estimated cost of the extension.
E. Service to Developers of Residential Subdivisions.	Developer shall pay 100 percent of the estimated cost of construction.
F. Service to Multiple Applicants.	When 2 or more applicants would receive service under A or B above from the same extension the member(S) shall pay in advance the estimated cost of the extension less \$1,500.00. Member's payment is a non-refundable aid to construction.

305.3 Reserved for future use

305.4 Calculation of Cost.

Cost shall include all material, labor, and equipment directly related to individual extensions as well as indirect labor and overhead associated with the line extensions. Material stores costs shall be determined by weighted average cost for the most current month preceding construction; Direct labor costs shall be determined by actual wages per hour times the estimated number of hours. Indirect labor costs, including insurance, transportation, equipment, benefits, etc. is an amount determined monthly by applying an overhead factor based on the Cooperative' overhead costs to the hours involved in direct labor.

305.5 Ownership of Distribution Facilities.

The Cooperative shall retain the ownership of all materials, equipment and facilities installed by the Cooperative for the transmission or distribution of electric energy whether or not the same have been

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paid for by the Member in whole or in part. All lines, poles, facilities and equipment constructed or installed by the Cooperative are the property of the Cooperative.

305.6 Deferred Payment Plan.

The Cooperative may at its option enter into a deferred payment plan with Member for all or a portion of any amount required to be paid as aid to construction.

305.7 Relocation of Facilities.

The Cooperative will relocate its facilities on Member's premises at Member's request provided Member has (1) provided a satisfactory easement for the new facilities; (2) paid in advance an estimate of all costs for the removal of the old facilities, less salvage value, and all costs for the construction of new facilities. If the Cooperative determines it is necessary to move its facilities because member fails or refuses to allow the Cooperative access to Cooperative's facilities at any time then Member may be billed the actual cost of relocation.

305.8 Upgrades of Facilities.

For member-requested distribution facility service upgrades which do not involve a relocation of facilities (such as upgrade from single phase to three phase or an increase in conductor size or capacity), the Cooperative may charge an amount not to exceed the estimated cost of the project.

305.9 Grant of Property Rights.

As required by the Cooperative for a "Cooperative Purpose" as specified in the Cooperative's bylaws, a Member shall:

- A. provide the Cooperative safe and reliable access to or use of Member's real property; and
- B. pursuant to terms and conditions specified by the Cooperative, and without compensation from the Cooperative, grant and convey to the Cooperative a permanent written easement in Member's Property, and execute and acknowledge before a notary public a document effecting this grant and conveyance in recordable form.

305.10 Other Construction Services.

Any kind of Construction Service not specifically provided for in this section 3.05 shall be provided for in a written agreement approved by member and the Cooperative's management.

305.11 Payment for Construction Services and Damages

Cooperative shall invoice Member for Construction Services and the Member shall pay the invoice in advance of the provision of any Construction Services. All payments are non-refundable contributions in aid of construction.

Notwithstanding member's payment and the installation of electric facilities on member's property, all facilities installed by the Cooperative shall be the property of the Cooperative.

Members may also be billed by Cooperative for damage caused to Cooperative facilities by Member, or for costs incurred by Cooperative to correct any adverse effects of Member's Installation, or to correct Power Factor problems.

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306. Meters.

306.1 Location and Installation of Meter.

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

Member shall provide, without cost to the Cooperative, at a suitable and easily accessible location: (1) sufficient and proper space for installation of meters and other apparatus of the Cooperative, (2) meter board, (3) meter loop, (4) safety service switches when required and (5) an adequate anchor for service drops. All meters installed after July, 1980 shall be located as set forth herein, provided that, where installations are made to replace meters removed from service, this section shall not operate to require any change in meter locations which were established prior to July, 1980, unless the Cooperative finds that the old location is no longer suitable or proper, or the Member desires that the location be changed. Where the meter location on the Member's premises is changed at the request of the Member, or due to alterations on Member's premises, the Member shall provide and have installed at his expense, all wiring and equipment necessary for relocating the meter. All meters will be located outside the building except as may be permitted with the prior written approval of the Cooperative.

306.2 Type of Meter and Ownership of Meter.

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

307. Point of Delivery.

Member shall designate the location he or she desires to receive electric energy and shall provide service entrance conductors and any receptacle needed for the receipt of electric energy.

The point of delivery of electric energy is the point where the Member's service entrance conductors are connected to the Cooperative's conductors. Such point shall be outside the Member's installation or structure(s) at a location which will facilitate connection in accordance with the National Electrical Safety Code and standard operating practices of the Cooperative.

308. Initiation of Service.

Electric service is provided to members in the Cooperative's certificated area who have satisfactorily established credit and fulfilled all conditions precedent. Normally, as a service objective, the Cooperative attempts to make service available within the following guidelines: (Ref. § 303.)

- A. Within seven (7) working days if no line extension or new facilities are required.
- B. Within ninety (90) days for permanent residential service requiring a line extension or other facilities unless unavailability of materials causes unavoidable delay.
- C. Extensions to other member classes requiring line extensions may take longer than ninety (90) days.

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- D. If a line extension is required by other than a large industrial or commercial electric member or if facilities are not available, the Cooperative shall inform the member within 10 working days of receipt of the application, giving the member an estimated completion date. Ref. §§ 305, 321.
 - E. Any construction cost options such as rebates to the member, sharing of construction costs between the utility and the member, or sharing of costs between the member and other applicants shall be explained to the member following assessment of necessary line work.

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320. Electric Energy.

320.1 Delivery of Electric Energy.

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

320.2 Characteristics of Electric Energy.

A. Voltage.

The Cooperative adopts the following standard nominal secondary voltages for distribution:

Single Phase	Three Phase
120/240	120/240 Delta
	120/208 Wye
	277/480 Wye
	240/480 Delta

So far as practicable, the Cooperative maintains its standard distribution system nominal voltages within the limits specified in the current version of ANSI Standard C84.1, or equivalent ANSI standard as later amended. Each electric utility offering service at transmission voltages to customers who have their own transformation equipment shall maintain such voltages within a range of plus or minus 10% of its adopted nominal voltages. Variations in distribution system voltage in excess of the limits specified in ANSI C84.1 and transmission system voltages in excess of plus or minus 10% caused by action of the elements or fluctuations of short duration due to station or system operation shall not be considered violations of this section. Customer should obtain from the Cooperative the phase and voltage of the service available before committing to the purchase of motors or other equipment.

Non-standard facilities may include but are not limited to a two-way feed, automatic and manual transfer switches, utility service through more than one point of delivery, redundant facilities, facilities in excess of those normally required for utility service, or facilities necessary to provide utility service at a non-standard voltage.

The Cooperative's wholesale power supplier controls the frequency of current provided by the Cooperative. Generally, the Cooperative provides alternating current at a standard frequency of

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60 cycles per second. This standard is usually maintained within one-tenth (1/10) of a cycle per second, however, fluctuations may occur.

321. Method of Providing Service.

321.1 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 Member must install a suitable bracket for attachment of Cooperative conductors in compliance with the National Electrical Safety Code.

321.2 Underground Electric Service.

Electric service from underground distribution facilities is available to members who meet the requirements of these service rules and regulations. In areas served by the Cooperative's underground distribution system phase and voltage of electric service may be limited to that which can be provided 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. Prior to commencement of construction, the Member shall pay cost of padmount transformer and associated equipment and will complete rough site grading, establish final grade along conductor route, expose to view any underground installation including gas lines, water lines, wastewater lines, communication lines, etc., and clear the area of all obstructions. No change shall be made in the grade along the conductor route without the consent of the Cooperative.

Any change in grade which requires lowering electrical conductors is at the expense of the Member.

321.3 Mobile Home Parks.

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

321.4 Multi-Family Dwellings.

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

321.5 Connections at Point of Delivery.

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

322. Continuity of Electric Service.

322.1 Reasonable Diligence.

The Cooperative uses reasonable diligence under standard utility practices to provide continuous and adequate service in accordance with the standards set forth in these rules but does not warrant or represent that irregularities or interruptions will not occur.

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322.2 Service Interruptions.

Service interruptions may occur. Member is responsible for installing and maintaining protective devices as are recommended or required by the most current edition of the National Electrical Code and other such devices as are necessary or advisable to protect Member's equipment or process during irregular or interrupted service including, but not limited to, voltage and wave from irregularities, or the failure of part or all of the electrical service. When interruptions do occur the Cooperative shall re-establish service as soon as practicable.

The Cooperative may interrupt service to provide necessary civil defense or other emergency service in the event of a national emergency or local disaster. The Cooperative may also interrupt service as necessary for maintenance, repairs, construction, moving of buildings or oversized objects, relocation or changes of facilities, to prevent or alleviate an emergency which may disrupt operation of all or any portion of the Cooperative's system, to lessen or remove risk of harm to life or property, to aid in the restoration of electric service, and on occasions when the Cooperative's wholesale power suppliers, or any of them, fails to deliver sufficient power and/or energy to the Cooperative.

322.3 Service Irregularities.

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

322.4 Investigation of Service Interruptions and Irregularities.

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

322.5 Liability, Indemnity, and Disclaimer of Warranties.

A. Liability/Indemnity.

Cooperative is responsible for design, construction, operation, and maintenance of Cooperative's electric service facilities up to and including the Point of Delivery. Member is responsible for design, construction, operation, and maintenance of Member's installation beyond the Point of Delivery and has sole control and supervision over Member's installation. It is particularly understood that the 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 damages including but not limited to injuries to any persons, including death resulting therefrom, and damages to property occurring upon the premises to the Member arising from electric power and energy delivered by Cooperative whether or not caused by the negligence of the Cooperative except when the negligence of Cooperative or its agents or agents was the sole proximate cause of such injuries, death of persons or damages to property.

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Except to the extent injuries or damage have been caused by the Cooperative's negligence or willful misconduct as provided in this section it is the express intention of Member to indemnify the Cooperative for the consequences of its own negligence. Without limiting the foregoing, Cooperative is not and shall not be liable to Member for damages occasioned by:

- (1) *irregularities or interruptions (of any duration), or failure to commence electric service, caused in whole or in part by:*
 - (a) *governmental or municipal action or authority, litigation, public enemies, strikes, acts of God (including weather and its resulting consequences),*
 - (b) *an order of any Court or Judge granted in any bona fide adverse legal proceeding or action or any order of any commission or tribunal having jurisdiction in the premises,*
 - (c) *situations or conditions described in the second paragraph of Section 322.2 of these Service Rules,*
 - (d) *the absence, inadequacy or failure of protective devices which are the responsibility of the Member,*
 - (e) *inadequacy or failure of generation or transmission facilities, or*
 - (f) *any other act or thing reasonably beyond the control of the Cooperative or as may be authorized elsewhere in this Tariff For Electric Service; or*
- (2) *any interruption of service not occasioned by situations or conditions described in (A) above that has not existed continuously for beyond a reasonable period of time after notice to Cooperative, which reasonable period shall under no circumstances be less than twenty-four (24) hours or any interruption of service of greater than a reasonable duration if the Cooperative has used reasonable diligence in attempts to restore electric service after the Cooperative is notified of such interruption.*

Cooperative may perform voluntary or emergency acts to electric facilities which are the responsibility of the Member but shall have no liability for damages or injuries resulting from said acts except to the extent that said damages or injuries are proximately caused by acts or omissions of the Cooperative which are found to be wanton or willful with the intent to cause injury.

In any claim or cause of action relating to the provision of electric service asserted by Member or any other person against Cooperative, Cooperative shall not be liable for any consequential, special, or non-direct damages, including but not limited to loss of use of equipment, extra expense due to the use of temporary or replacement equipment, loss of electronic data or program, loss of business revenue, costs of capital, or any cost not part of necessary repair to or reasonable replacement of electric equipment whether the claim or cause of action is based upon contract, tort, negligence, products liability, or any other theory of recovery.

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B. Disclaimer of Warranties.

COOPERATIVE MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

323. Member's Receipt and Use of Electric Energy.

323.1 Receipt of Electric Energy.

A. Exclusive Use.

When electric service is available, Member shall purchase from the Cooperative all electric energy and service required to be used by Member from a single consuming installation.

Member may not connect his lines to another source of electric energy in a manner that may permit electric energy to flow into Cooperative's system from such source without a written agreement with the Cooperative.

B. Member's Installation.

Member shall at all times maintain his/her installation in accordance with the latest revision of the National Electrical Code published by the National Fire Protection Association and/or The National Electrical Safety Code published by the Institute of Electrical and Electronics Engineers, Inc. as well as other applicable standards that may be imposed by law, ordinance or regulation.

323.2 Members Use of Electric Energy.

A. Permitted Uses.

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

B. Resale Prohibited.

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

C. Interstate Transmission of Electric Energy Prohibited.

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

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D. Uses Prohibited by Law.

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

323.3 Member's Electrical Load.

A. Load Balance.

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

B. 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	Maximum Locked Phase Rotor Current*	
115-volts	single phase	50 amperes
230-volts	single phase	200 amperes
200, 230 or 460 volts	three phase	200 amperes

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

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

C. Intermittent Electrical Loads.

Electric service to equipment such as spot and arc welding machines, X-ray machines, arc-furnaces, elevators, dredges, locomotives, shovels, feed grinders, etc., whose use of electricity is intermittent and subject to violent fluctuations, is provided to such equipment as a part of Member's installation or by a transformer dedicated solely to that equipment and served as a separate account.

Except for individual transformer type arc welders whose rated primary input current does not exceed 15 amperes at 120-volt operation or 30 amperes at 240-volt operation (38 amperes if Member is served by an individual transformer), Members contemplating the installation of such equipment are to make specific prior arrangements with Cooperative.

D. 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 Members.

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In lieu of requesting Member to install such suitable or special equipment limiting such adverse effect, Cooperative may, at its option, install at Member's cost, additional transformer capacity (which may or may not be dedicated solely to such member) or other equipment specially designed to reasonably limit such adverse effect.

E. Voltage and Wave Forms Sensitive Equipment.

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

F. Change in Member's Electrical Load.

The Cooperative may require information concerning the nature of the load and electric service requirements as well as the expected duration of the load. Member shall give written notice to the Cooperative fifteen (15) days in advance of connecting any motors or other devices that might increase load above the rated capacity of transformer(s) servicing Member. If Member fails to give such notice and an overload condition causes damage to the transformer(s) servicing Member then Member shall pay to the Cooperative the value of such transformer prior to the time it was damaged less salvage value.

If, in the judgment of the Cooperative, there is an increase in any electric service requirement for which, under standard engineering practice, it would be desirable to construct additional facilities, then the Cooperative may charge Member as aid to construction or as an increased minimum an amount not to exceed the actual cost of such facilities together with the cost of any additional facilities required to be constructed by the Cooperative's wholesale power supplier serving Member's load. The Cooperative may require the Member to execute a new contract for electric service specifying appropriate terms including the maximum load, increased minimum or aid to construction.

323.4 Power Factor.

If the power factor of Member's load is less than 95%, Cooperative may require Member to install appropriate equipment to maintain a power factor of at least 95% or at Cooperative's option, to reimburse Cooperative for installing the necessary equipment.

323.5 Access.

Member will admit to Member's premises, at all reasonable hours, personnel authorized by Cooperative to inspect, install, remove, 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, or jeopardize the provision of continuous electric service. Refusal on the part of Member to provide reasonable access for the above purposes may, at Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge consumer the cost of relocating all facilities.

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

Member shall use reasonable diligence to protect Cooperative personnel and facilities on Member's premises.

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

324. Billing.

The Member shall be obligated to pay the total amount of charges for electric service shown on the Member's bill. Such charges shall be calculated in accordance with the Cooperative's latest approved rate schedule or schedules applicable to the class or classes of service furnished to Member and these rules. Bills shall be rendered promptly following the reading of meters.

324.1 Determining Usage of Electric Energy.

Usage of electric energy (expressed as KWh) shall be determined by a meter reading. The meter reading is conclusive and establishes absolutely the amount of energy used unless it is shown by meter test that the meter was inoperative or inaccurate, in which case the meter reading shall be adjusted as provided in Section 324.4 of these rules. The meter reading shall not otherwise be adjusted. Electric energy usage is measured at the metering point regardless of whether or not it is the same as the point of delivery.

324.2 Meter Reading.

The Cooperative uses reasonable diligence to read all meters electronically. A billing month typically ranges from 28 to 33 days. The Cooperative may check the meter reading of any meter at any time.

324.3 Estimated Billing.

Usage as well as Demand may be estimated by the Cooperative where there is good reason for doing so, such as inclement weather, personnel shortage, etc. provided an actual meter reading is taken every three (3) months.

In months where the meter reader is unable to gain access to the premises to read the meter on regular meter reading trips, or in months where meters are not read, the utility must provide the member with a postcard and request the member to read the meter and return the card to the utility. If such postcard is not received by the utility in time for billing, the utility may estimate meter reading and render bill accordingly.

In instances in which members read their own meters and report their usage monthly, if no meter reading is submitted by a member, the Cooperative may estimate the member's meter reading and render a bill accordingly. However, the Cooperative must read the meter if the member does not submit readings for three consecutive months so that a corrected bill may be issued.

324.4 Meter Test and Accuracy Adjustment.

Upon request of a Member and if he or she desires in the Member's presence or the presence of his or her authorized representative, the Cooperative shall make a test of the accuracy of Member's meter. The test shall be made during the Cooperative's normal working hours at a time convenient to the Member if he or she desires to observe the test. The test may be made on the Member's premises or at a test

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laboratory as determined by the Cooperative. Following completion of testing, the Cooperative shall 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. If any meter is found to be outside of the accuracy standards established by the American National Standards Institute, Incorporated, proper correction shall be made according to §§ 203.4, 204.5.

324.5 Minimum Charges.

Member will pay a minimum bill in accordance with the applicable rate schedule irrespective of the amount of electricity consumed, even if none is consumed. The minimum charge shall be in addition to any fuel cost adjustment charges, power cost adjustment charges or other billing adjustments. All billing adjustments shall be billed in addition to and exclusive of the minimum charge.

324.6 Terms of Payment.

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

324.7 Disputed Bills.

In the event of a dispute between a Member and the Cooperative regarding any bill for electric utility service, the Cooperative shall make such investigation as may be appropriate under the particular circumstances, and report the results thereof to the Member. In the event disputes are not resolved, the Cooperative informs Members of the complaint procedures of the Cooperative.

Members are not be required to pay the disputed portion of the bill which exceeds Member's average monthly usage at current rates pending the resolution of the dispute, but in no event more than sixty (60) days. For purposes of this rule only, the Member's average monthly usage at current rates shall be the average of the Member's gross utility service for the preceding 12-month period. When no previous usage history exists, consumption for calculating the average monthly usage shall be estimated on the basis of usage levels of similar members and under similar conditions.

324.8 Deferred Payment Plan.

The Cooperative may, in its discretion, enter into a deferred payment plan for any amount owed to the Cooperative or any portion thereof.

324.9 Cancellation of Agreement.

If Member terminates service without proper notice or prior to the end of the contract term or Cooperative terminates service due to a default or breach by Member, in addition to the amount then due Cooperative, there immediately becomes due and payable to Cooperative as liquidated damages and not as a penalty a further sum equal to the minimum amount specified in the applicable rate schedules or guaranteed in the Agreement for Electric Service for the unexpired term of the Agreement for Electric Service, whichever is greater.

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325. Member Relations.

325.1 Available Information.

A. Facilities for Providing Electric Service.

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

B. Cost of Providing Service.

Upon request for service by a residential applicant or for a transfer of service by a residential member, the Cooperative informs the applicant or member of the utility's lowest-priced alternatives available at the member's location. The Cooperative shall provide this information giving consideration to applicable equipment options and installation charges. Cooperative does not assume responsibility that Member receives electric service under the most favorable rate schedule. If a change in Member's load or installation occurs which would make Member eligible for a more favorable rate schedule, it is Member's responsibility to notify Cooperative in writing of such changes and request that a different rate schedule be applied. Cooperative is not required to bill Member under the more favorable rate schedule until a written Agreement For Electric Service is in effect between Member and Cooperative specifying the new rate schedule.

When Member selects a rate schedule, or changes its installation to be eligible for selection of new rate schedule, Cooperative is not required to make any refunds covering the difference between the charges under the rate schedule in effect and those under any other rate schedule which would be applicable to the same service.

C. Tariffs.

The Cooperative may make its tariffs available at its business offices or electronically. A copy of any applicable portion of the tariff will be provided upon request.

D. Meter Reading.

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

325.2 Member Complaints.

A. Upon complaint to the Cooperative by a Member either at its office, by letter or by telephone, the Cooperative shall make a suitable investigation and advise the complainant of the results thereof.

B. The Cooperative may keep a record of all complaints which shows the date and nature of the complaint and the adjustment or disposition thereof for such period as may be appropriate. Complaints with reference to rates or charges which require no further action by the Cooperative need not be recorded.

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325.3 Refund of Deposit & Its Associated Interest During Service Period.

If a Member has been required to make a deposit the Cooperative shall pay interest on such deposit. The Cooperative applies the interest rate on deposits set by the Public Utility Commission of Texas. Payment of interest to the Member shall be annually if requested by the Member, or at the time the deposit is returned or credited to the Member's account. Ref. §§ 203.4, 302.1, 351.9.

The deposit shall cease to draw interest on the date it is returned or credited to the Member's account.

When the Member has paid bills for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive commercial or industrial billings without having service disconnected for nonpayment of a bill and without having more than two occasions in which a bill was delinquent, and when the Member is not delinquent in the payment of the current bills, the Cooperative shall refund the deposit plus accrued interest to the Member in the form of cash or credit to a Member's bill. If the Member does not meet these refund criteria the deposit and interest may be retained.

The rates of interest to be paid on member deposits in accordance with Tex. Rev. Civ. Stat Ann. art. 1440a (Vernon 1989), are established annually on or about December 1 for the subsequent calendar year by the Public Utility Commission of Texas.

The Cooperative shall keep records to show the name and address of each depositor; the amount and date of the deposit; and each transaction concerning the deposit. The Cooperative shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may file a claim if the receipt is lost.

If service is not connected, or after disconnection of service, the Cooperative shall refund the member's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premise to another within the service area of the Cooperative shall not be deemed a disconnection within the meaning of these sections, and no additional deposit is required for transfers of service from one location to another.

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340. Small Power Production and Cogeneration.

Section 340 of this tariff and all subsections thereof apply to the interconnection and parallel operation of all qualifying power generating installations having a design capacity of 100 kilowatts or less as well as to electric utility service to such generating installations. If any other part of these tariffs shall be in conflict with this section, Section 340 shall govern with respect to small power production generating installations. By agreement, the Cooperative and Producer may establish additional or different terms, conditions, or rates for the sale or purchase of electricity.

340.1 Obtaining Interconnection.

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

A. Comply with Tariff.

Apply for interconnection, provide an easement satisfactory to the Cooperative, and otherwise comply with the tariff of the Cooperative.

B. Provide Information.

At least 60 days in advance of interconnection Producer shall submit a plan showing the electrical design of the generating installation including equipment for interconnection with the Cooperative's system. Producer shall also provide such additional information as may be required by the Cooperative. In the event Producer's plan involves the use of non-standard equipment or design techniques the Cooperative may require such plan be approved by a registered professional engineer. Any review or acceptance of such plan by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of Producer's equipment to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability or reliability of generating installations.

C. Pay for Extension of Cooperative's Facilities.

Comply with conditions for extension of the Cooperative's distribution system as may be determined by the Cooperative in accordance with the following extension policy:

If an extension of Cooperative's distribution system is required for sale or receipt of electric energy to or from a generating installation, 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 Producer to pay a contribution in aid-of-construction, advance for construction, or increased annual or monthly minimums and may require a contract term of up to five years.

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D. Provide Liability Insurance.

Furnish a certificate from Producer's insurance carrier showing satisfactory liability insurance including contractual liability insurance covering indemnity agreements that insures 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 generating equipment. The amount of such insurance coverage shall be at least \$500,000.00 per occurrence. The certificate shall also provide that the insurance policy will not be changed or canceled during its term without thirty (30) days written notice to the Cooperative.

E. Sign Contract.

Sign and deliver to the Cooperative an Agreement for Interconnection and Parallel Operation of a Cogeneration or Small Power Production Installation; 100 kW or Less, the form of which has been approved by the Public Utility Commission and is contained in these tariffs.

F. Complete Construction.

Construct the power generating installation and install a disconnect switch and other protective equipment as may be required by the Cooperative to protect its personnel, facilities, and operations.

G. Comply with Laws.

Comply with applicable Federal, state, and local laws, ordinances and regulations applicable to power generating installations.

H. Notify Cooperative.

Notify the Cooperative in writing at least thirty (30) days in advance of energizing the small power generating installation and permit the Cooperative to inspect and test protective equipment.

I. 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 it shall notify Producer and Producer shall not interconnect and/or initiate parallel operation until such conditions are corrected and Producer has provided at least ten (10) days written notice to the Cooperative.

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

340.2 Parallel Operation.

A. Installation.

With the exception of only the Cooperative's meter(s), the Producer shall own and be solely responsible for all expense, installation, maintenance and operation of the power generating installation at and beyond the point where 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.

B. Self-Protected Generating Installation.

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The Producer will furnish, install, operate and maintain in good order and repair all equipment necessary for the safe operation of the power generating installation 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 generating installation from the Cooperative's system in the event of an outage of the Cooperative's system or a malfunction of the power generating installation.

The Producer's power generating installation 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 power generating installation shall be self-protected shall include, but not be limited to, overvoltage, undervoltage, overcurrent, frequency deviation, and faults. The self-protection will be compatible with the Cooperative's system protection arrangements and operating policies. Specialized protective functions may be required by the Cooperative when, in the sole judgment of the Cooperative, the particular generating installation characteristics and/or distribution system characteristics so warrant.

C. Quality of Service.

Producer's generating installation will generate power at the nominal voltage of the Cooperative's electric distribution system at the Producer's delivery point plus or minus five percent (5%) at the nominal system frequency of 60 hz plus or minus one-tenth (1110) hz. Producer shall generate at a power factor that is as near one hundred percent (100%) as is practicable. In the event that the power factor is less than ninety percent (90%) lagging or leading, the Producer will provide proper power factor correction (within ten percent (10%) of unity) or reimburse the Cooperative for the cost of any necessary correction.

The overall quality of the power provided by Producer including, but not limited to, the effects of harmonic distortion, voltage regulation, voltage flicker, switching surges and power factor, will be such that the Cooperative's electric distribution system is not adversely affected in any manner. In the event that adverse effects are caused in whole or in part by Producer's power generating installation, the Producer will correct the cause of such effects or reimburse the Cooperative for the cost of any required correction.

D. Safety Disconnect.

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

The Cooperative reserves the right to operate the disconnect for the protection of the Cooperative's system even if it affects Producer's power generating installation. In the event the

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

E. 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 will furnish the Cooperative with convenient means to circumvent the barrier for access to the disconnect switch and meter(s).

F. 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 small power generating installation. The modifications may include, but are not limited to, special interconnection equipment, protective devices, control devices or upgrading of distribution system components.

G. Liability for Injury and Damages.

Producer assumes full responsibility for electric energy furnished to him at and past the point of interconnection and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises owned or operated by Producer arising from electric power and energy delivered by Cooperative or in any way arising directly or indirectly from Producer's generating installation except (i) 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 Member/Producer, to all members of the household; and (ii) as to all other injuries and damages, to the extent that injuries or damages are proximately caused by or result in whole or in part from (a) any negligence of Cooperative or its agent(s) independent of and unrelated to the maintenance of Cooperative's 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.

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 reasonable beyond the control of the Cooperative, including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction.

For claims resulting from failures, interruptions, or voltage and wave 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

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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.

H. Metering.

If the output of the Producer's generating installation is to be purchased by the Cooperative, it will be measured by meters as required for the metering option chosen by the Producer. 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 generating installation.

The metered output of Producer's generating installation will be read by the Producer and, at the election of the Cooperative, accumulated or monthly readings may be checked at least monthly by representatives of the Cooperative.

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 of not less than five (5) working days when such tests 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 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) which 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.

I. Additional Metering Option.

Producers using renewable resources with an aggregate design capacity of 50 kilowatts or less shall be offered the option of interconnecting through a single meter that runs forward and backward.

J. Notice of Change in Installation.

Producer will notify the Cooperative in writing fifteen (15) days in advance of making any change affecting the characteristics, performance, or protection of the generating installation. If it comes to the Cooperative's attention that the modification will create or has created conditions that may be unsafe or adversely affect the Cooperative's system, then it shall notify Producer and Producer shall immediately correct such condition.

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K. 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.

340.3 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.

340.4 Purchases from Producer.

A. Rate.

The Cooperative will pay Producer for all power purchased at the following rates:

(1) Capacity – No payment unless:

(a) Producers provides firm power by contract;

or

(b) An aggregate capacity value provided by dispersed generating installations can be reasonably estimated and there is an avoided capacity cost.

(2) Energy - The metered kWh output from the Producer will be purchased at the Cooperative's total energy and fuel cost divided by the total kWhs purchased as calculated from the most recent wholesale power bill.

In the event that the Producer exercises the option to sell power to the Cooperative, there will be, in addition to the minimum monthly bill requirements under the applicable service rate schedule(s), a member service charge of \$25.00 per month for metering and billing.

B. 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, 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 of Cogeneration and Small Power Installations; 100 kW or Less.

340.5 Definitions.

A. Power Generating Installation, Generating Installation shall mean a small power production or cogeneration 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.

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- B. Producer means any person, firm, corporation, partnership, or other entity owning or operating a power generating installation.

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350. Member Initiated Discontinuance of Service.

350.1 Member's Request.

Any Member desiring to discontinue electric utility service from the Cooperative shall make a written request identifying the Member, the service location where discontinuance is desired, and the date service is requested to be discontinued. Such request may be filed at any office of the Cooperative. The Cooperative may, at its discretion, waive the requirement that a Member provide a written request for discontinuance of service and accept a telephone request. If a Member requests for disconnection by telephone, the Member must provide certain identifying information as requested by the Cooperative, including but not limited to social security number and driver's license number,

350.2 Disconnection.

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

351. Cooperative Initiated Discontinuance.

There are situations when the Cooperative may initiate the disconnection of member service. Some disconnections require prior member notice, but in some situations, the Cooperative may disconnect member service without prior notice. The particulars are discussed in the following.

351.1 Disconnection Notice.

Residential pre-pay members on rate schedule 202.2 shall not be entitled to notice that the Cooperative intends to disconnect service. Rather, service will automatically terminate when member's pre-paid balance reaches \$0.00. Pre-pay members will only receive a purchase requirement notification prior to disconnection of service.

When member notice is required prior to disconnection, that notice shall consist of a separate mailing, hand delivery, or electronic delivery by email or _____ at least ten (10) days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. The information included in the notice shall be provided in English and Spanish as necessary to adequately inform the Member. Attached to or on the face of the termination notice or electric bill shall appear a statement notifying the Member that if the member is in need of assistance with the payment of his or her bill or ill and unable to pay their bill, the member may be eligible for payment assistance or special payment programs such as deferred payment plans, disconnection moratoriums for the ill, or energy assistance programs, and contact the local office of the Cooperative for information on the available programs. If mailed, the cut-off day may not fall on a holiday or weekend, but shall fall on the next working day after the tenth day.

Unless a dangerous condition exists, or unless the member requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the utility are not available to the public for the purpose of accepting collections and reconnecting service.

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351.2 Service Disconnection With Prior Notice.

Utility service may be disconnected after proper notice for any of the following reasons:

- A. Failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement;
- B. Use of service in a manner which interferes with the service of others or operating nonstandard equipment, providing the member is allowed a reasonable opportunity to remedy the situation.
- C. Failure to comply with deposit or guarantee arrangements,
- D. Failure or refusal to perform any obligation under the terms of the Agreement for Electric Service, deferred payment agreement or applicable easement,
- E. Failure or refusal to provide the Cooperative reasonable access to its facilities located on Member's premises.

351.3 Service Disconnection Without Prior Notice.

Member service may be disconnected without notice in any of the following situations:

- A. Where a known dangerous condition exists for as long as the condition exists. Where reasonable, given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefor shall be posted 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 of a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment.
- C. In instances of tampering with the Cooperative's meter or equipment, bypassing the same, or other instances of diversion.

351.4 Postponement of Disconnection-Medical.

Members with medical conditions that choose to be on the residential pre-paid rate 202.2 shall not be entitled to postponement of disconnection for medical reasons and waive any right to postpone disconnection or receive prior notice of disconnection.

The Cooperative will not discontinue service to a delinquent residential Member taking service under rate schedule 202.1 and permanently residing in an individually metered dwelling unit when that Member establishes that discontinuance of service will result in some person residing at that residence becoming seriously ill or more seriously ill if service is discontinued.

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Each time a Member seeks to avoid termination of service under this rule, the Member must have his or her attending physician call or contact the Cooperative within 16 days of issuance of the bill. For purposes of this rule, the term "physician" shall mean any public health official, but not limited to, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official. A written statement must be received by the Cooperative from the physician or health care provider within twenty-six (26) days of the issuance of the Cooperative's bill. The prohibition against discontinuance of service provided by this rule shall last sixty-three (63) days from the issuance of the Cooperative's bill or such lesser period as may be agreed upon by the Cooperative and the Member.

The Member who makes such a request shall enter into a deferred payment plan, if offered by the Cooperative.

351.5 Effect of Discontinuance of Service.

A. Member's Obligations.

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

B. Cooperative's Rights.

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

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

351.6 Dismantling of Cooperative Facilities.

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

351.7 Liability for Discontinuance of Service.

The Cooperative shall not be liable for any damages of any kind or character resulting from discontinuance or disconnection made pursuant to these rules.

351.8 Refund of Membership Fee.

Within a reasonable time after discontinuance of service the Cooperative shall make reasonable efforts to refund Applicant's membership fee if Applicant is no longer required to maintain a membership.

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351.9 Refund of Deposit.

After disconnection of service, if service is not reconnected, the Cooperative shall refund promptly and automatically the Member's deposit, plus accrued interest on the balance, if any, in excess of unpaid bills for service furnished.

351.10 Disconnection Prohibited.

The Cooperative does not disconnect service in the following circumstances:

- A. Delinquency in payment for utility service by a previous occupant of the premises;
- B. Failure to pay for merchandise, or charges for non-utility service provided by the Cooperative;
- C. Failure to pay for a different type or class of utility service unless fee for such service is included on the same bill;
- D. Failure to pay the account of another member as guarantor thereof, unless the Cooperative has in writing the guarantee as a condition precedent to service;
- E. Failure to pay charges arising from an underbilling occurring due to any misapplication of rates more than six months prior to the current billing;
- F. Failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless underbilling charges are due;
- 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.

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370. Definitions The following terms, when used in this Tariff for Electric Service, have the following definitions:

- 370.1. **Actual Cost:** The total cost of all construction including not only the labor and materials used in constructing the extension but also engineering, right of way acquisition and clearing, and all other costs directly attributable to the extension or project.
- 370.2. **Agreement for Electric Service:** A written contract between Cooperative and Member under which Cooperative provides electric service.
- 370.3. **Codes:** Federal, state or local laws or other rules or regulations governing electrical installations.
- 370.4. **Commission:** The Public Utility Commission of Texas.

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- 370.5. Conductor: Any matter used to conduct electricity.
- 370.6. Conductors Considered Outside of Building: At the option of the Cooperative, conductors may be considered outside of a building or other structure under any of the following conditions: (1) where installed under not less than two inches of concrete beneath a building or other structure, or (2) where installed within a building or other structure in a raceway that is enclosed concrete or brick not less than two inches thick.
- 370.7. Connected Load: The combined electrical requirement (i.e., the sum of the capacities and/or ratings) of all motors and other electric power consuming devices installed on the Member's premises.
- 370.8. **Construction Service:** Services related to the construction, extension, installation, modification, repair, upgrade, conversion, relocation, or removal of electric utility system facilities, including temporary facilities.
- 370.9. Contribution in Aid of Construction: A cash payment by Member to Cooperative in order to prevent burdening other Members through capital expenditures by Cooperative.
- 370.10. Cooperative: Fannin County Electric Cooperative, Inc., its successors and assigns.
- 370.11. Member: An individual, partnership, association, joint venture, corporation, trust, governmental agency or other entity who is receiving, who is an applicant for, or who is receiving the benefit of electric service at a specified point of delivery.
- 370.12. Deferred Payment Plan: An agreement whereby all or part of an outstanding bill for electric service will be paid in installments that extend beyond the due date of the next bill.
- 370.13. Demand: The rate at which electric energy is used at any instant or averaged over any designated period of time.
- 370.14. Demand Interval: The specified interval of time on which a demand measurement is based. The Cooperative's demand interval is normally 15 minutes.
- 370.15. Distribution System: Cooperative's primary and secondary voltage conductors, transformers, switchgear, connection enclosures, pedestals, services, and other associated equipment used to provide electric service.
- 370.16. Dwelling Unit: A room or rooms suitable for occupancy as a residence containing kitchen and bathroom.
- 370.17. Electric Service: Electric power and energy produced, transmitted, distributed, provided, or made available by Cooperative at the point of delivery.
- 370.18. Energy: The measure of how much electric power is provided over time for doing work. The electrical unit is the watt-hour, or kilowatt-hour.

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- 370.19. 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.
- 370.20. Inspection Authority: Generally, an incorporated city or town, but may be an agency of the county, state or federal government.
- 370.21. Installation: All conductors, equipment, or apparatus of any kind on Retail Customer's side of the Point of Delivery, except the Meter and Metering Equipment, used by or on behalf of Retail Customer in taking and consuming Electric Power and Energy delivered by Cooperative.
- 370.22. Kilowatt: 1,000 watts; abbreviated "kW."
- 370.23. Kilowatt-Hour. 1,000 watt-hours; abbreviated "kWh."
- 370.24. Load Factor: The ratio, usually stated as a percentage, of actual kilowatt-hours used during a designated time period to the maximum kilowatts of demand times the number of hours occurring in the designated time period.
- 370.25. Maximum Electrical Load: The maximum power and energy of all motors and other electricity consuming devices on Member's premises which are operated or expected to be operated simultaneously from electric service provided by Cooperative at one point of delivery, measured in kilowatts.
- 370.26. Member's Electrical Load: The power and energy of all motors and other electricity-consuming devices on Member's premises which are operated simultaneously from electric service provided by the Cooperative.
- 370.27. Member's Electrical Installation: All conductors, equipment, or apparatus of any kind on Member's side of the point of delivery, except Cooperative's metering equipment, used by Member in taking electric service.
- 370.28. Meter: A device, or devices, together with any required auxiliary equipment, for measuring electric service.
- 370.29. Payment Arrangements: An agreement to pay an outstanding bill after the due date of the outstanding bill but before the due date of the next bill.
- 370.30. Permanent Installation: Any installation that is:
- A. Constructed on or permanently affixed to a concrete slab or concrete piers (not blocks) and which is actually used or occupied on a permanent full-time basis; or
 - B. Any other structure which meets all of the following criteria:
 - 1. The structure which must be impractical to move. Mobile homes with wheels, trailer hitch, and axle removed are considered impractical to move;

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2. The structure must be actually used or occupied on a permanent full-time basis;
3. The structure must be permanently connected to a water system and must also be permanently connected to a sewer or septic system.

370.31. Person: Any individual, partnership, association, joint venture, corporation, trust, or governmental entity.

370.32. Point of Delivery: The point where Cooperative's conductors are connected to Member's conductors.

370.33. Power: The rate at which electric energy is provided for doing work. The electrical unit of power is the watt, or kilowatt.

370.34. Power Factor: The ratio of real power, in kilowatts, to apparent power, in kilovoltamperes, for any given load and time, generally expressed as a percentage ratio.

370.35. Raceway: Tubular or rectangular channel or conduit for containing electrical conductors, which may be exposed, buried beneath the surface of the earth, or encased in a building or structure.

370.36. Rate Schedule: A statement of the method of determining charges for electric service, including the conditions under which such method applies.

370.37. Service Availability Statement: A statement from the Cooperative designating the acceptable location of the Member's service entrance conductors, the proper location of meters and metering equipment, the type of service available which will be made available at the specific location under consideration at the capacity of the service to be provided.

370.38. Service Drop: Overhead conductors that extend from Cooperative's overhead distribution system to the point of delivery where connection is made to Member's electrical installation.

370.39. Service Entrance Conductors: Conductors provided by Member extending from Member's electrical equipment to the point of delivery where connection is made.

370.40. Service Rules and Regulations; or Service Rules: Any service rule or regulation of the Cooperative contained in Chapter 3 of these tariffs.

370.41. Tariff (s): All provisions of this document including but not limited to provisions regarding (1) Utility Operations; (2) Rates and Charges; (3) Service Rules and Regulations; and (4) Forms.

370.42. Temporary Electric Service: Electric service provided to Member for a single, continuous period of time which is less than twelve consecutive months except that construction power, even though provided for a continuous period of time in excess of twelve months, is considered to be temporary electric service.

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370.43. Watt: The rate at which electric power is provided to do work. One watt is the power represented by a current having a component of one ampere in phase with and under a pressure of one volt.

370.44. Watt-Hour: A unit of work or energy equivalent to the power of one watt operating for an hour.

Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.

Forms and Agreements
Applicable: Entire Certified Service Area

Effective Date: October 17, 2017

Chapter 4: FORMS AND AGREEMENTS

401. Residential Application for Service

Return To:

Fax: 903-583-7384

Email:

memberservices@fcec.coop



Or Mail To:

FCEC

P.O. Box 250

Bonham, TX 75418

RESIDENTIAL APPLICATION FOR SERVICE

Date (mm/dd/yyyy)	Physical Address of Service Location:		Addition	Lot	Block
Applicant Name (Last, First, Middle)			Co-Applicant Name (Last, First, Middle)		
Social Security Number	Date of Birth	Social Security Number	Date of Birth		
Driver's license/State	Business Ph#	Driver's license/State	Business Ph#		
Home/Primary phone w/Area Code	Cell Phone with Area Code	Home/Primary phone w/Area Code	Cell Phone with Area Code		
Email address		Email address			
Mailing address for bill statement		Applicant Previous Mailing Address			
CURRENT LEGIBLE PHOTOCOPY OF EACH APPLICANT'S DRIVER'S LICENSE REQUIRED WITH APPLICATION					
Is this an Existing Service <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of Previous Occupant	Date of Transfer	Meter Number		

Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.

Forms and Agreements

Applicable: Entire Certified Service Area

Effective Date: October 17, 2017

Applicant agrees to become a member and comply with and be bound by the Cooperative's articles of incorporation, bylaws and tariffs, including rate schedules and service rules. Rates may be changed by the Cooperative's board of directors in the manner provided by law. Member shall grant to Cooperative written easement(s) satisfactory to the Cooperative that are necessary for a cooperative purpose including providing electric service to Member or other members or applicants for the Cooperative's service. Access is required for inspection and line maintenance purposes. Member/Consumer agrees to provide access for all utility purposes. Member/Consumer agrees to allow Fannin County Electric Co-op. to install a lock if there is or ever shall be a locked gate at this location. **All Applicants subject to ID verification and credit report review. False, inaccurate or incomplete information will invalidate the application until discrepancies are resolved.**

Please allow up to 3 business days from the initial scheduled date for connection of an existing service location.

YOU WILL BE CONTACTED BY PHONE OR E-MAIL FOR TOTAL BALANCE OF FEES DUE (WHICH MAY INCLUDE A SECURITY DEPOSIT AND/OR CONNECTION FEES), YOUR ACCOUNT NUMBER AND PAYMENT METHODS. ONCE PAYMENT IS MADE, PLEASE REPORT YOUR TRANSACTION ID# FOR SCHEDULING OF SERVICES.

APPLICANT SIGNATURE	DATE	CO-APPLICANT SIGNATURE	DATE
REMARKS		<i>Office Use Only</i>	
		Membership	\$10.00
		Security Deposit	\$
		Connection Fee	\$
		Total	\$

Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.

Forms and Agreements
Applicable: Entire Certified Service Area

Effective Date: October 17, 2017

402. Residential Application for Service - Spanish

Regrese por:
Fax: 903-583-7384
Email:
memberservices@fcec.coop



Enviar a:
FCEC
P.O. Box 250
Bonham, TX 75418

SOLICITUD PARA SERVICIO RESIDENCIAL

Fecha (mm/dd/yyyy)	Dirección Física de la Localidad del Servicio:		Adición o Subdivisión	Lote	Bloque
Nombre de Solicitante, (Apellido, Nombre, Segundo Nombre)			Co-Solicitante (Apellido, Nombre, Segundo Nombre)		
Número de Seguro Social	Fecha de Nacimiento	Número de Seguro Social	Fecha de Nacimiento		
Licencia de Conducir y Estado	Numero Tel. de Empleo	Licencia de Conducir y Estado	Numero Tel. de Empleo		
Número de Tel. Primordial/Casa	Número Tel. de Celular	Número de Tel. Primordial/Casa	Número Tel. de Celular		
Correo Electrónico		Correo Electrónico			
Envío de Dirección		Previo Servicio con Farmers Electric Cooperative?			
UNA FOTOCOPIA DE LICENCIA DE CONDUCIR SE REQUIERE PARA CADA SOLICITANTE AL SOMETER LA APLICACIÓN					
Es Servicio Existente? <input type="checkbox"/> Si <input type="checkbox"/> No	Nombre del Incilino Anterior	Fecha de Transferencia	Número del Medidor		

Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.

Forms and Agreements

Applicable: Entire Certified Service Area

Effective Date: October 17, 2017

Solicitante acorda ser miembro y respetar los articulos de incorporación, Estatutos, y tarifas de la cooperativa, incluyendo el índice de tarifas y reglas de servicio. La junta directiva de la cooperativa puede cambiar precios o tarifas en la forma prevista por la ley. Miembro otorgará a la cooperativa los servidumbres escritas satisfactoria a la cooperativa que sean necesario para los propósitos de la cooperativa incluyendo proveyendo servicio eléctrico a Miembro, otros miembros, o solicitantes de el sevicio eléctrico de la cooperativa. Se requiere acceso para obtener registros del medidor y mantenimientos de lineas y tambien para propositos del Miembro/Consumidor. El Miembro/Consumidor acorda que Fannin County Electric Co-op. puede instalar una cerradura si es que habra una cerca/portón con cerradura en esta localidad. **Todos los solicitantes estan sujetos a una verificación de ID y revisión de informe de credito. Falsa, incorecta o incompleta información invalidará la solicitud hasta que las discrepancias sean resueltas.**

Por favor permita hasta 3 dias laborales desde la fecha inicial prevista para conectar el servicio existente de la localidad.

NOS COMUNICAREMOS CON USTED POR TELÉFONO O CORREO ELECTRONICO PARA EL BALANCE TOTAL DE SUS CARGOS (QUE PODRIA INCLUIR UN DEPOSITO DE SEGURIDAD Y/O CARGO DE CONEXION), SU NUMERO DE CUENTA Y FORMA DE PAGO. UNA VEZ REALIZADO SU PAGO, PORFAVOR INFORME SU NUMERO DE IDENTIFICACIÓN DE LA TRANSACCIÓN DE PAGO PARA PROGRAMAR SUS SERVICIOS.

FIRMA DE SOLICITANTE	FECHA	CO-SOLICITANTE	FECHA
Comentarios	<i>Uso de Oficina Solamente</i>		
	Membrecía		\$10.00
	Depósito de Seguridad		\$
	Cobro de Conexion		\$
	Total		\$

Tariff for Retail Electric Utility Service
 Fannin County Electric Cooperative, Inc.

Forms and Agreements
 Applicable: Entire Certified Service Area

Effective Date: October 17, 2017

403. Commercial Service Application

Return To:
 Fax: 903-583-7384
 Email:
 memberservices@fcec.coop



Or Mail To:
 FCEC
 P.O. Box 250
 Bonham, TX 75418

COMMERCIAL SERVICE APPLICATION

Date (mm/dd/yyyy)	Business/Organization Name	
Billing Address	Business phone with Area Code	
	Accounts Payable Contact	
Federal Tax ID	Acct Payable Phone	Extension
Email Address:	Date Of Transfer If Existing Service	
Subdivision Name	Lot	Block
Physical/911 Address		
Is This An Existing Service <input type="checkbox"/> Yes <input type="checkbox"/> No	Name Of Previous Occupant	Meter Number

Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.

Forms and Agreements

Applicable: Entire Certified Service Area

Effective Date: October 17, 2017

Applicant agrees to become a member and comply with and be bound by the Cooperative's articles of incorporation, bylaws and tariffs, including rate schedules and service rules. Rates may be changed by the Cooperative's board of directors in the manner provided by law. Member shall grant to Cooperative written easement(s) satisfactory to the Cooperative that are necessary for a cooperative purpose including providing electric service to Member or other members or applicants for the Cooperative's service. Your signature indicates this business/organization's acceptance of all responsibility, liabilities and assets for the requested services. Access is required for meter reading and line maintenance purposes. Member/consumer agrees to provide access for such purposes and to allow Fannin County Electric Co-op. to install a lock if there is or ever shall be a locked gate at this location.

All Applicants subject to ID verification and credit report review. False, inaccurate or incomplete information will invalidate the application until discrepancies are resolved.

Please allow up to 3 business days from the initial scheduled date for connection of an existing service location.

YOU WILL BE CONTACTED BY PHONE OR E-MAIL FOR TOTAL BALANCE OF FEES DUE (WHICH MAY INCLUDE A SECURITY DEPOSIT AND/OR CONNECTION FEES), YOUR ACCOUNT NUMBER AND PAYMENT METHODS. ONCE PAYMENT IS MADE, PLEASE REPORT YOUR TRANSACTION ID# FOR SCHEDULING OF SERVICES.

CURRENT LEGIBLE ID PHOTOCOPY OF AUTHORIZED REPRESENTATIVE/AGENT REQUIRED

Signature of Authorized Representative Agent	Printed Name																								
Title	Date																								
Remarks	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;"><i>Office Use Only</i></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td style="text-align: right;">Membership</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$10.00</td> <td></td> </tr> <tr> <td style="text-align: right;">Security Deposit</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td style="text-align: right;">Connection Fee</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td></td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td></td> </tr> </table>	<i>Office Use Only</i>				Membership		\$10.00		Security Deposit		\$		Connection Fee		\$				\$		Total		\$	
<i>Office Use Only</i>																									
Membership		\$10.00																							
Security Deposit		\$																							
Connection Fee		\$																							
		\$																							
Total		\$																							

404. Pre-Paid Service Agreement

FANNIN COUNTY ELECTRIC PRE-PAID SERVICE AGREEMENT

I understand that pre-paid metering is a pay-as-you-go program; and as a participant of pre-paid metering, I am required to keep enough cash available in my account, at all times, to cover my usage of electric service or my electric service will be subject to **immediate termination**. Inclement weather, including extreme heat or cold, as well as illness or other medical conditions will not postpone or prevent the termination of my electric service.

I understand that I will not receive regular monthly bills or termination notices from Fannin County Electric Cooperative Inc. (the "Cooperative"). It is my obligation to know and determine the amount of cash available in my pre-paid account at any point in time. Information about my pre-paid account, including history, usage, charges and payments will be available through the internet (smart hub) or by phone from an Interactive Voice Response System (IVR). I may modify or change notification settings for my pre-paid account on the cooperative's designated website (Smart Hub). I understand that it is my responsibility to manage and update the notification settings on my pre-paid account.

I understand that all applicable charges and associated fees must be paid at the time I submit my application for pre-paid service. Depending on circumstances, the charges and associated fees may include delinquent or unpaid outstanding balances, a Membership fee, a connection charge, as well as any other charges allowed under the Cooperative's tariffs, and an initial pre-payment of \$30.00 to be applied towards future energy use. If a deposits being held by the Cooperative on an account the Member desires to switch to a pre-pay account, the deposit shall first be applied to items that must be paid with all remaining amounts added to the pre-paid account for future purchases of electric service.

Pre-payments to the pre-paid account may be made in any amount that is \$5.00 or greater at the Cooperative offices and designated locations, by phone, or by internet web site. Pre-paid participants, who have had their electric service terminated due to a lack of cash in their account, are required to pay all outstanding amounts due plus an additional pre-payment amount of no less than \$25.00 to be applied towards future energy usage. Energy assistance payments are added to the pre-paid account when payment is received; pledges or similar documents of intent will not prevent the termination of electric service.

Participation in pre-paid metering is voluntary. I may convert my pre-paid account to a regular electric service account at any time. At such time, the Cooperative may require full payment of a security deposit to continue electric service.

_____(INITIAL) I UNDERSTAND THAT FANNIN COUNTY ELECTRIC COOPERATIVE, INC. IS PROVIDING THE PRE-PAID ACCOUNT TO ME AT MY REQUEST. I AGREE TO INDEMNIFY AND HOLD HARMLESS FANNIN COUNTY ELECTRIC COOPERATIVE, INC., ITS EMPLOYEES AND AGENTS, FOR ANY AND ALL LOSSES OR DAMAGES INCURRED, BE THEY REAL OR CONSEQUENTIAL, INCLUDING DEATH, AS A RESULT OF MY PARTICIPATION IN PRE-PAID METERING OR AS A RESULT OF ELECTRIC SERVICE TERMINATION. ANY PERSON THAT CURRENTLY IS, OR WILL BE, RESIDING AT MY LOCATION, WITH A MEDICAL CONDITION OR A PERSON

Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.

Forms and Agreements

Applicable: Entire Certified Service Area

Effective Date: October 17, 2017

REQUIRING ELECTRIC SERVICE TO OPERATE MEDICAL EQUIPMENT NEEDED FOR THEIR HEALTH AND WELL BEING, IS MY SOLE RESPONSIBILITY. I KNOW AND ACCEPT THAT THERE ARE MEDICAL RISKS ASSOCIATED WITH PRE-PAID METERING'S IMMEDIATE TERMINATION OF ELECTRIC SERVICE AND I RECOGNIZE THAT I AM SOLEY LIABLE FOR ALL LOSSES AND DAMAGES INCURRED UNDER THESE CIRCUMSTANCES.

I understand the difference between pre-paid service and regular (post-paid) service. I certify that I have read this agreement, or had it read to me, and I understand the terms of this agreement. I agree to abide by this agreement and all service rules and regulations of the Cooperative. Of my own free will and accord, I do hereby request that Fannin County Electric Cooperative, Inc. establish a pre-paid electric service account in my name.

Printed Name: _____ Signature: _____

CSR: _____ Date: _____

NO CHECKS ACCEPTED – ONLY CASH/MONEY ORDER/DEBIT OR CREDIT CARDS

Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.

Forms and Agreements
Applicable: Entire Certified Service Area

Effective Date: October 17, 2017

405. Member Release Form



Mail Address: P.O. Box 250 Bonham, TX
75418

Email: memberservices@fcec.coop

Office: 903-583-2117 or 800-
695-9020

Fax: 903-583-7384

Membership Release Form

Please complete all form information, sign and return along with your completed Update Account Information form. You may return your form by email, fax or mail at any one of the addresses given above. If you need assistance, please contact Member Care

Account No.: _____

I, _____, relinquish all rights, privileges, monies or credits associated with the above stated account as well as to any other account attached to this membership to (name of individual you are releasing to or transferring to:) _____.

Member Signature: _____

Date:

Printed Name as it appears on Bill Statement:

STATE OF _____

COUNTY OF _____

On this day of _____, 20_____ before me personally came

Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.

Forms and Agreements

Applicable: Entire Certified Service Area

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_____, proved to me on the basis of satisfactory evidence to be the
person

whose name is subscribed to this instrument and acknowledged that he/she executed it. WITNESS my hand and

official seal. (Notary Seal/Stamp)

Notary Public Signature

My Commission Expires:

Form Rev 07/18/2016

Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.

Forms and Agreements
Applicable: Entire Certified Service Area

Effective Date: October 17, 2017

406. Electric Line Easement and Right-of-Way

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

Line No. _____
Easement No. _____

DATE:

GRANTOR:

**GRANTOR'S
MAILING ADDRESS:**

GRANTEE: FANNIN COUNTY ELECTRIC COOPERATIVE, INC.

GRANTEE'S MAILING ADDRESS: P.O. Box 250
 Bonham, Texas 75418-0250

CONSIDERATION: The provision of electrical service and/or other benefits inuring to GRANTOR and/or Ten and No/100s dollars (\$10.00) and/or other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged and accepted by GRANTOR.

EASEMENT PROPERTY: The EASEMENT PROPERTY is a tract of land described as follows (*check one*):

Platted Property

Lot(s) _____ in Block _____, of the _____ Subdivision/Addition, in the city of _____, (cross out if property not within city limits), _____ County, Texas, according to the map or plat thereof recorded in the Plat Records of such county.

Unplatted Property

Approximately _____ acres of land, more or less, out of the _____ Survey No. _____, Abstract No. _____, in _____ County, Texas, as more particularly as described in an instrument recorded in Volume _____, Page(s) _____, of the _____ Records of _____ County, Texas.

Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.

Forms and Agreements

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Upon location of its FACILITIES as designated by GRANTEE, the EASEMENT PROPERTY shall be that portion of the property located within 30 feet in all directions of GRANTEE'S FACILITIES on the property described above.

The EASEMENT PROPERTY shall include use of the subsurface below and air space above for any of the PURPOSES. The EASEMENT PROPERTY shall also include such portions of adjoining property and adjacent surface of land owned by GRANTOR as may be necessary for the PURPOSES stated below or for GRANTEE to exercise its rights with respect to this EASEMENT.

GRANT: GRANTOR, for the CONSIDERATION received by GRANTOR, hereby grants, transfers, sells, assigns, and conveys to GRANTEE an EASEMENT appurtenant and Right-of-Way along, on, over, under, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. GRANTOR also grants to GRANTEE the right and authority to license, permit, or otherwise agree to the joint use or occupancy of the EASEMENT PROPERTY and the line, poles, equipment, devices, system, or other facilities now or hereafter thereon by any other person or entity for electrification, electric transmission or distribution, communications, data transmission, telephone, television, and other similar purposes.

PURPOSES: The EASEMENT, right-of-way, and other rights and privileges herein granted shall include:

1. the right to place, construct, reconstruct, rephase, upgrade, expand the capability of, change the size or number of circuits of, operate, maintain, repair, inspect, patrol, relocate within the EASEMENT, rebuild, replace and remove thereon and/or in or upon said land, overhead and/or underground electric transmission or distribution lines, equipment, or systems consisting of a variable number of wires, cables, poles, towers, and circuits, and all other necessary or desirable appurtenances, including, but not limited to, supporting structures, conductors, wires, insulators, racks, cables, conduits, transformers, equipment, manholes, poles, props, anchors and guys, and other facilities, whether made of wood, metal, or other materials (collectively, the "FACILITIES"), with the privilege of anchoring any support cables or other devices outside that EASEMENT when deemed necessary by GRANTEE to support FACILITIES within said EASEMENT; and
2. the right to any additional temporary working space about or near the EASEMENT as may be reasonably necessary, together with the right of pedestrian, equipment, and/or vehicular ingress and egress over GRANTOR'S adjoining land to or from said EASEMENT for the purposes of placing, constructing, reconstructing, rephasing, patrolling, inspecting, upgrading, expanding the capability of, changing the size or number of circuits of, operating, repairing, maintaining, relocating within the EASEMENT, replacing, and/or removing said FACILITIES and appurtenances pertaining thereto; and
3. the right to clear the right of way of all obstructions, to cut, trim or remove trees and/or shrubbery

Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.

Forms and Agreements

Applicable: Entire Certified Service Area

Effective Date: October 17, 2017

located on, over or within said EASEMENT through any means deemed reasonable and appropriate by GRANTEE, including the use of machinery and the application of herbicides, and including any control of the growth of other vegetation in or about the EASEMENT which may incidentally and necessarily result from the means of control employed; and

4. the right to cut, trim or remove trees and/or shrubbery that may interfere with or threaten to endanger the operation, reliability, efficiency and/or maintenance of the FACILITIES; and
5. the right to cut, trim or remove all dead, weak, leaning or dangerous trees and/or shrubbery located outside the EASEMENT which may be of sufficient height or length to strike said FACILITIES in falling; and
6. the right to read any meter and/or perform any act related to the provision of electric service to GRANTEE's cooperative members on said land; and
7. the right to license, permit, or otherwise agree to the joint use of occupancy of the FACILITIES by any other person, association, or corporation, for telephone, cable television, or other types of communication services; and
8. the right to use such portion of GRANTOR's property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the PURPOSES stated or any part thereof; and
9. the right of free access to the EASEMENT at all reasonable hours to perform the aforementioned activities, and at any time to restore service or during an emergency.

ACCESS: GRANTOR shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT PROPERTY. GRANTEE shall also have the right of ingress and egress over existing and future roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable under the circumstances then existing in order to obtain access. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair or other PURPOSES stated above, or any part thereof.

TERM: The EASEMENT and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless abandoned by GRANTEE for a period of 10 years.

STRUCTURES: GRANTOR shall not construct or locate on the EASEMENT PROPERTY any structure, obstruction, or improvement. GRANTEE shall have the right to prevent construction of or remove from the EASEMENT PROPERTY any structures, obstructions, or improvements. GRANTOR agrees to pay GRANTEE the reasonable cost for removal of any structures, obstructions, or improvements GRANTOR installs, erects, or creates in the EASEMENT PROPERTY after the effective date of this

Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.

Forms and Agreements

Applicable: Entire Certified Service Area

Effective Date: October 17, 2017

EASEMENT. This agreement shall be a covenant running with the land for the benefit of GRANTEE and its successors and assigns.

FENCES: GRANTOR may construct fences across the EASEMENT provided GRANTOR constructs, or allows GRANTEE to construct, a gap, gate or other access across the EASEMENT to permit reasonable access for GRANTEE through and across said EASEMENT. GRANTEE shall have the right to install locks on any gates or gaps which limit GRANTEE's access to the EASEMENT.

DAMAGES: It is understood and agreed that the CONSIDERATION received by GRANTOR includes adequate compensation for all damages for the initial construction and all operation and maintenance of the utility facilities, equipment, or system, as well as all damages, if any, to GRANTOR's property which may occur in the future after the original construction of the utility facilities, equipment, or system, directly resulting from GRANTEE's exercise of any PURPOSE. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, and obstructions.

MINERALS: GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to, and shall not allow any person or entity to, drill or excavate for minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT PROPERTY.

OWNERSHIP: GRANTOR agrees that all FACILITIES and appurtenances thereto installed upon the EASEMENT PROPERTY by GRANTEE shall at all times remain the property of GRANTEE and are removable at the option of GRANTEE.

ASSIGNMENT: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns. This EASEMENT and rights and privileged granted herein to GRANTEE may be assigned (and/or licensed) by GRANTEE in whole or in part.

ENTIRE AGREEMENT: This EASEMENT contains all covenants and terms between GRANTOR and GRANTEE related to the EASEMENT. Any oral representations or modifications concerning this EASEMENT shall be of no force and effect. Any subsequent amendment or modification to this EASEMENT must be in writing and signed by GRANTOR and GRANTEE.

NO WAIVER: The failure of GRANTEE to enforce any default or breach of any covenant, condition, or stipulation in this EASEMENT, or the delay by GRANTEE in the use of any right herein granted, shall not be treated as a waiver of such default or breach, or of any subsequent default or breach, of the same or any other covenant, condition, or stipulation, or as a waiver of any right of GRANTEE or of the ability of GRANTEE to use such right at a future date.

Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.

Forms and Agreements

Applicable: Entire Certified Service Area

Effective Date: October 17, 2017

MISCELLANEOUS: When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, contractors, and authorized agents of GRANTEE.

WARRANTY: GRANTOR, and its successors, assigns, and heirs, warrants title to and shall forever defend the EASEMENT and all rights thereunder to GRANTEE, its successors and assigns, against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

EXECUTED the _____ day of _____, 20____.

GRANTOR:

Signature

Name(s) and Title(s) Printed

Individual Acknowledgement

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20__,
by _____, GRANTOR, and
_____, GRANTOR.

Notary Public, State of Texas

Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.

Forms and Agreements
Applicable: Entire Certified Service Area

Effective Date: October 17, 2017

Corporate Acknowledgement

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20__,
by _____, in his capacity as _____ of
_____ a _____ corporation, on behalf of said
corporation, GRANTOR.

Notary Public, State of Texas

After Recording, Return this
Document to:

Fannin County Electric Cooperative, Inc.
P.O. Box 250
Bonham, Texas 75418-0250

Tariff for Retail Electric Utility Service
Fannin County Electric Cooperative, Inc.

Forms and Agreements
Applicable: Entire Certified Service Area

Effective Date: October 17, 2017

407. Electric Line Easement and Right-of-Way

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

Line No. _____
Easement No. _____

DATE:

GRANTOR:

**GRANTOR'S
MAILING ADDRESS:**

GRANTEE: FANNIN COUNTY ELECTRIC COOPERATIVE, INC.

**GRANTEE'S MAILING
ADDRESS:** P.O. Box 250
 Bonham, Texas 75418-0250

CONSIDERATION: The provision of electrical service and/or other benefits inuring to GRANTOR and/or Ten and No/100s dollars (\$10.00) and/or other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged and accepted by GRANTOR.

EASEMENT PROPERTY:

The EASEMENT PROPERTY is a tract of land consisting of _____ acres, more or less, more particularly described in the attached Exhibit A, field note description and plat, incorporated herein for all purposes.

The EASEMENT PROPERTY shall include use of the subsurface below and air space above for any of the PURPOSES. The EASEMENT PROPERTY shall also include such portions of adjoining property and adjacent surface of land owned by GRANTOR as may be necessary for the PURPOSES stated below or for GRANTEE to exercise its rights with respect to this EASEMENT.

GRANT: GRANTOR, for the CONSIDERATION received by GRANTOR, hereby grants, transfers, sells, assigns, and conveys to GRANTEE an EASEMENT appurtenant and Right-of-Way along, on, over, under, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S

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successors and assigns forever. GRANTOR also grants to GRANTEE the right and authority to license, permit, or otherwise agree to the joint use or occupancy of the EASEMENT PROPERTY and the line, poles, equipment, devices, system, or other facilities now or hereafter thereon by any other person or entity for electrification, electric transmission or distribution, communications, data transmission, telephone, television, and other similar purposes.

PURPOSES: The EASEMENT, right-of-way, and other rights and privileges herein granted shall include:

1. the right to place, construct, reconstruct, rephase, upgrade, expand the capability of, change the size or number of circuits of, operate, maintain, repair, inspect, patrol, relocate within the EASEMENT, rebuild, replace and remove thereon and/or in or upon said land, overhead and/or underground electric transmission or distribution lines, equipment, or systems consisting of a variable number of wires, cables, poles, towers, and circuits, and all other necessary or desirable appurtenances, including, but not limited to, supporting structures, conductors, wires, insulators, racks, cables, conduits, transformers, equipment, manholes, poles, props, anchors and guys, and other facilities, whether made of wood, metal, or other materials (collectively, the "FACILITIES"), with the privilege of anchoring any support cables or other devices outside that EASEMENT when deemed necessary by GRANTEE to support FACILITIES within said EASEMENT; and
2. the right to any additional temporary working space about or near the EASEMENT as may be reasonably necessary, together with the right of pedestrian, equipment, and/or vehicular ingress and egress over GRANTOR's adjoining land to or from said EASEMENT for the purposes of placing, constructing, reconstructing, rephasing, patrolling, inspecting, upgrading, expanding the capability of, changing the size or number of circuits of, operating, repairing, maintaining, relocating within the EASEMENT, replacing, and/or removing said FACILITIES and appurtenances pertaining thereto; and
3. the right to clear the right of way of all obstructions, to cut, trim or remove trees and/or shrubbery located on, over or within said EASEMENT through any means deemed reasonable and appropriate by GRANTEE, including the use of machinery and the application of herbicides, and including any control of the growth of other vegetation in or about the EASEMENT which may incidentally and necessarily result from the means of control employed; and
4. the right to cut, trim or remove trees and/or shrubbery that may interfere with or threaten to endanger the operation, reliability, efficiency and/or maintenance of the FACILITIES; and
5. the right to cut, trim or remove all dead, weak, leaning or dangerous trees and/or shrubbery located outside the EASEMENT which may be of sufficient height or length to strike said FACILITIES in falling; and
6. the right to read any meter and/or perform any act related to the provision of electric service to GRANTEE's cooperative members on said land; and

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7. the right to license, permit, or otherwise agree to the joint use of occupancy of the FACILITIES by any other person, association, or corporation, for telephone, cable television, or other types of communication services; and
8. the right to use such portion of GRANTOR's property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the PURPOSES stated or any part thereof; and
9. the right of free access to the EASEMENT at all reasonable hours to perform the aforementioned activities, and at any time to restore service or during an emergency.

ACCESS: GRANTOR shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT PROPERTY. GRANTEE shall also have the right of ingress and egress over existing and future roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable under the circumstances then existing in order to obtain access. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair or other PURPOSES stated above, or any part thereof.

TERM: The EASEMENT and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless abandoned by GRANTEE for a period of 10 years.

STRUCTURES: GRANTOR shall not construct or locate on the EASEMENT PROPERTY any structure, obstruction, or improvement. GRANTEE shall have the right to prevent construction of or remove from the EASEMENT PROPERTY any structures, obstructions, or improvements. GRANTOR agrees to pay GRANTEE the reasonable cost for removal of any structures, obstructions, or improvements GRANTOR installs, erects, or creates in the EASEMENT PROPERTY after the effective date of this EASEMENT. This agreement shall be a covenant running with the land for the benefit of GRANTEE and its successors and assigns.

FENCES: GRANTOR may construct fences across the EASEMENT provided GRANTOR constructs, or allows GRANTEE to construct, a gap, gate or other access across the EASEMENT to permit reasonable access for GRANTEE through and across said EASEMENT. GRANTEE shall have the right to install locks on any gates or gaps which limit GRANTEE's access to the EASEMENT.

DAMAGES: It is understood and agreed that the CONSIDERATION received by GRANTOR includes adequate compensation for all damages for the initial construction and all operation and maintenance of the utility facilities, equipment, or system, as well as all damages, if any, to GRANTOR's property which may occur in the future after the original construction of the utility facilities, equipment, or system, directly resulting from GRANTEE's exercise of any PURPOSE. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, and obstructions.

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MINERALS: GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to, and shall not allow any person or entity to, drill or excavate for minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT PROPERTY.

OWNERSHIP: GRANTOR agrees that all FACILITIES and appurtenances thereto installed upon the EASEMENT PROPERTY by GRANTEE shall at all times remain the property of GRANTEE and are removable at the option of GRANTEE.

ASSIGNMENT: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns. This EASEMENT and rights and privileged granted herein to GRANTEE may be assigned (and/or licensed) by GRANTEE in whole or in part.

ENTIRE AGREEMENT: This EASEMENT contains all covenants and terms between GRANTOR and GRANTEE related to the EASEMENT. Any oral representations or modifications concerning this EASEMENT shall be of no force and effect. Any subsequent amendment or modification to this EASEMENT must be in writing and signed by GRANTOR and GRANTEE.

NO WAIVER: The failure of GRANTEE to enforce any default or breach of any covenant, condition, or stipulation in this EASEMENT, or the delay by GRANTEE in the use of any right herein granted, shall not be treated as a waiver of such default or breach, or of any subsequent default or breach, of the same or any other covenant, condition, or stipulation, or as a waiver of any right of GRANTEE or of the ability of GRANTEE to use such right at a future date.

MISCELLANEOUS: When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, contractors, and authorized agents of GRANTEE.

WARRANTY: GRANTOR, and its successors, assigns, and heirs, warrants title to and shall forever defend the EASEMENT and all rights thereunder to GRANTEE, its successors and assigns, against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

EXECUTED the _____ day of _____, 20_____.

[Signature Page Follows]

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GRANTOR:

Signature

Name(s) and Title(s) Printed

Individual Acknowledgement

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20__,
by _____, GRANTOR, and
_____, GRANTOR.

Notary Public, State of Texas

Corporate Acknowledgement

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20__,
by _____, in his capacity as _____ of
_____ a _____ corporation, on behalf of said
corporation, GRANTOR.

Notary Public, State of Texas

After Recording, Return this
Document to:

Fannin County Electric Cooperative, Inc.
P.O. Box 250
Bonham, Texas 75418-0250

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EXHIBIT A

**FIELD NOTE DESCRIPTION AND PLAT
OF
THE EASEMENT PROPERTY**

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408. Account Disclosure Authorization

FANNIN COUNTY ELECTRIC COOPERATIVE, INC.

ACCOUNT DISCLOSURE AUTHORIZATION

The undersigned Applicant for electric utility services hereby authorizes Fannin County Electric Cooperative, Inc. to disclose information to the Guarantor regarding the nature of the charges and the amount due and outstanding on Applicant's account for electric service so long as this Contract of Guaranty remains in effect.

Signed this _____ day of _____, _____.

Applicant