

**BOWIE--CASS ELECTRIC COOPERATIVE, INC.  
TEXAS-40-BOWIE  
DOUGLASSVILLE, TEXAS**

**Rate Schedules**

**SCHEDULE A – Distributed Generation**

**Operation of member-owned generation system inter-connected with the Cooperative system.**

Members who wish to install on-site generation systems and inter-connect these systems with the Cooperative system shall make a formal request to the Cooperative Engineering Department for permission to inter-tie the system. No operation of inter-connected member-owned generation systems and Cooperative systems shall be allowed until all requirements and specifications as outlined by the Cooperative have been installed.

**QUALIFYING FACILITIES**

**A. Small power production and cogeneration**

It shall be the policy of the Cooperative in conformity with the requirements of law to interconnect with, purchase electricity from, and sell electricity to generating installations which are “qualifying facilities” as defined in Federal Energy regulatory Commission Rules under Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978 and further defined in the Substantive Rules of the Public Utility Commission of Texas. Generating installations will not be subsidized by other members and will be required to operate in a manner, which does not degrade service to others. For generating installations having a designed capacity in excess of 100 kW, the terms of interconnection, parallel operation, and any scale or purchase of electricity shall be individually negotiated and approved by the Board of Directors, subject to the provisions of the wholesale power contracts, bylaws, and applicable policies of the Cooperative’s power suppliers.

This tariff applies 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 part of these sections shall be in conflict with any other provision of this tariff, these sections shall control. By agreement, the Cooperative and Producer may establish additional or different terms, conditions, or rates for the sale or purchase of electricity.

## **B. Obtaining interconnection**

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

### **(1) Comply with tariff**

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

### **(2) Provide information**

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 a Producer’s plan involves the use of non-standard equipment or design techniques, the Cooperative may require a registered professional engineer approve such plan. 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.

### **(3) 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 extensions 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, (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.

**(4) Provide liability insurance**

Furnish a certificate from Producer's insurance carrier showing satisfactory liability insurance including contractual liability insurance covering indemnity agreements which 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, operating and maintenance of the Producer's generating equipment. The amount of such insurance coverage shall be at least \$1,000,000 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 and shall also provide that the Cooperative is specifically named as a co-insured.

**(5) 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.

**(6) Complete Construction**

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

**(7) Comply with laws**

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

**(8) 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 operations, it shall notify Producer and Producer shall not interconnect and/or initiate parallel operation until such conditions are corrected and Producer has given 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.

### **C. Parallel operation**

#### **(1) 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 installations shall be designed and installed in accordance with applicable codes, regulations and prudent engineering practice.

#### **(2) Self-protected generating installation**

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 shall include, but not be limited to, overvoltage, under-voltage, 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, particular generating installation characteristics and/or distribution system characteristics so warrant.

#### **(3) 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-half (1/2) hz. Producer's 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, as determined solely by the Cooperative, the Producer's equipment will be isolated from the Cooperative's system until the Producer will correct the cause of such effects or reimburse the Cooperative for the cost of any required correction.

#### **(4) Safety disconnect**

The Producer, or at the Cooperative'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 have the right to lock the switch open or be secured in an open position by a 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 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 Cooperative opens and closes the disconnect switch it shall not be responsible for energization or restoration of parallel operating 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.

**(5) Access**

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

**(6) Modifications of Cooperative system**

In the event that it is necessary at the time of initial interconnection or at some future time for the Cooperative to modify its electric distribution system in order to purchase or continue to purchase Producer's output, the Producer will reimburse the Cooperative for all just and reasonable costs of modification 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.

**(7) 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 and energy delivered by the Cooperative or in any way arising directly or indirectly from Producer's generating installation.

The Cooperative shall not be liable for either direct or consequential damages resulting from failuresm 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 order of any commission, tribunal or governmental authority having jurisdiction.

## **(8) 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 by the Cooperative, and installed in accordance with the Cooperative's specifications, for the metering option chosen by the Producer. Available metering and billing options are as follows:

- a) Parallel operation with interconnection through a single meter that measures net consumption;
  - (1) Net consumption for a given billing period will be billed in accordance with the standard tariff applicable to the consumer class to which the user of the qualifying facility's output belongs;
  - (2) Net production will not be metered or purchased by the Cooperative and therefore there will be no additional consumer charge imposed on the qualifying facility;
- b) Parallel operation with interconnection through two meters with one measuring net consumption and the other measuring net production.
  - (1) Net consumption for a given billing period will be billed in accordance with the standard tariff applicable to the consumer class to which the user of the qualifying facility's output belongs;
  - (2) Net production for a given billing period will be purchased at the standard rate provided for in Subsection (E) (1) of this tariff.
- c) Interconnection through two meters with one measuring all consumption by the consumer and the other measuring all production by the qualifying facility.
  - (1) All consumption by the consumer for a given billing period will be billed in accordance with the standard tariff applicable to the consumer class to which the consumer would belong in the absence of the qualifying facility;
  - (2) All production by the qualifying facility for a given billing period will be purchased at the standard rate provided for in Subsection (E) (1) of this tariff.

- d) Parallel operation with a qualifying facility using renewable resources, with an aggregate design capacity of 50 kilowatts or less, with interconnection through a single meter that runs forward and backward to measure net consumption or production.
- (1) Any consumption for a given billing period will be billed in accordance with the standard tariff applicable to the consumer class to which the user of the qualifying facility's output belongs.
  - (2) Any production for a given billing period will be purchased at the standard rate provided for in Subsection (E) (1) of this tariff.

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 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 test shall be furnished promptly by the party making such test 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 test. If any meter fails to register for any period, the facility output during such period shall be estimated in the best manner possible as agreed upon by the Cooperative and the Producer.

**(9) Notice of change 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 which may be unsafe or adversely affect the Cooperative's system then it shall notify Producer and Producer shall immediately correct such condition.

**(10) Insurance**

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

**D. Sale to Producer**

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

**E. Purchases from Producer**

**(1) Rate**

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

- a) Capacity – No payment except by separate firm power contract between the Producer and Cooperative
- b) Energy – The metered kWh output from the Producer will be purchased at the Cooperative's energy cost divided by the total kilowatt-hours 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 charge of \$15.00 per month for metering and billing.

- c) Cooperative will apply credit to Producer's account to offset Producer's bill but will not make payment to Producer until net account credit exceeds, but not limited to, one hundred dollars.

(2) 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 Installation; 100 kW or less.

F. Definitions

- (1) Power Generating Installation, Generating Installation shall mean 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.
- (2) Producer means any person, firm, corporation, partnership, or other entity owning or operating a power generating installation that is a member of the Cooperative.

**AVAILABILITY**

Available to farm and home consumers for all farm and residential service at any point on or near the Cooperative’s distribution lines, with all service being supplied through one meter and subject to the rules and regulations of the Cooperative. The rated capacity of any single-phase motor served under this schedule shall not exceed 5 horsepower.

**TYPE OF SERVICE**

Single-phase, 60 hertz, at available secondary voltage. Three-phase service is available under commercial rates.

**MONTHLY RATE**

Customer Charge:	@	\$17.50 per month
Energy Charge:		
Summer (April-November)		
All KWh	@	6.484 ¢ per KWh

Winter (December-March)  
All KWh @ 5.184 ¢ per KWh

Plus an adjustment per KWh for energy sold per Schedule PCRF.

**MINIMUM MONTHLY CHARGE**

Monthly charge shall be \$17.50 plus \$1.00 per KVA over 10KVA installed transformer capacity.

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**Rate Schedules**

**SCHEDULE A – RESIDENTIAL SERVICE**

**TERMS OF PAYMENT**

The above rates are total; bills become delinquent if unpaid sixteen (16) days after issuance (postmarked date). If the due date falls on a holiday or weekend, the due date for payment purposes shall be the next work day after the due date. Service shall be disconnected if the bill has not been paid within twenty-six (26) days from date of issuance providing proper notice has been given at least ten (10) days prior to the stated date of disconnection.

**EFFECTIVE DATE**

Rate to be effective upon approval of tariff by the Board of Directors of Bowie-Cass Electric Cooperative, Inc.

**RATE CODE**

101	Farm Residential
102	Non-Farm Residential
105	Residential with Electric Water Heater
106	All Electric Residential