

TARIFF FOR ELECTRIC SERVICE

North Plains Electric Cooperative, Inc.  
Post Office Box 1008  
Perryton, Texas

ISSUED BY

Randy Mahannah  
General Manager

ELECTRIC UTILITY

Effective Date:  
January 1, 2013

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section TOC	Sheet No. i
		Revision	Page
<u>SECTION TITLE:</u>  TABLE OF CONTENTS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

TABLE OF CONTENTS  
 FOR THE TARIFFS OF  
 NORTH PLAINS ELECTRIC COOPERATIVE, INC.

I. UTILITY OPERATIONS.....1

    101. Description of Electric Utility Operations. ....1

        101.1 Organization.....1

        101.2 Type of Service.....1

        101.3 Service Area.....1

            A. Certification. ....1

            B. Counties .....1

            C. Cities. ....1

    102. Purpose and Scope of Tariffs.....2

    103. Applicability of Tariffs. ....2

    104. Severability. ....2

    105. Modification of Tariffs. ....2

    106. Waiver.....2

II. RATE SCHEDULES .....1

    201. Rate Classification and Assignment. ....1

    202. Rate Schedules.....2

        202.1 Single-Phase Residential Service.....2

            A. Availability. ....2

            B. Type of Service. ....2

            C. Monthly Rate. ....2

            D. Minimum Charge.....2

            E. Billing Adjustments.....2

        202.2 Single-Phase General Service.....3

            A. Availability. ....3

            B. Type of Service.....3

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section TOC	Sheet No. ii
		Revision	Page
<u>SECTION TITLE:</u>  TABLE OF CONTENTS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

	C.	Monthly Rate. ....	3
	D.	Minimum Charge. ....	3
	E.	Billing Adjustments. ....	3
202.3		Three-Phase General Service. ....	4
	A.	Availability. ....	4
	B.	Type of Service. ....	4
	C.	Monthly Rate. ....	4
	D.	Monthly Minimum Charge. ....	4
	E.	Billing Adjustments. ....	4
202.4		Tailwater Pumps and Sprinklers. ....	5
	A.	Availability. ....	5
	B.	Type of Service. ....	5
	C.	Monthly Rate. ....	5
	D.	Annual Minimum Charge. ....	5
	E.	Billing Adjustments. ....	6
202.5		Irrigation. ....	7
	A.	Availability. ....	7
	B.	Type of Service. ....	7
	C.	Monthly Rate. ....	7
	D.	Billing kW. ....	7
	E.	Annual Minimum Charge. ....	7
	F.	Billing Adjustments. ....	8
202.6		Large Power. ....	9
	A.	Availability. ....	9
	B.	Type of Service. ....	9
	C.	Rate. ....	9
	D.	Billing kW. ....	9
	E.	Minimum Monthly Charge. ....	9
	F.	Billing Adjustments. ....	10
	G.	Primary Metering. ....	10

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section TOC	Sheet No. iii
		Revision	Page
<u>SECTION TITLE:</u>  TABLE OF CONTENTS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

202.7	Security Lighting Service. ....	11
A.	Availability. ....	11
B.	Type of Service. ....	11
C.	Monthly Rate. ....	11
D.	Billing Adjustments. ....	11
E.	Conditions of Service. ....	11
202.8	Oil Well Pumping .....	13
A.	Availability. ....	13
B.	Type of Service. ....	13
C.	Monthly Rate. ....	13
D.	Billing kW.....	13
E.	Minimum Charge. ....	13
F.	Billing Adjustments. ....	14
G.	Primary Metering. ....	14
202.9	Optional Large Power Time-of-Peak.....	15
A.	Availability. ....	15
B.	Type of Service. ....	15
C.	Rate. ....	15
D.	Minimum Monthly Charge. ....	16
E.	Billing Adjustments. ....	16
F.	Primary Metering for Distribution Primary and Secondary Service Levels. ....	16
202.10	Cotton Gin.....	17
A.	Availability. ....	17
B.	Type of Service. ....	17
C.	Rate. ....	17
D.	Billing kW.....	18
E.	Minimum Monthly Charge. ....	18
F.	Billing Adjustments. ....	18
G.	Primary Metering. ....	18

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section TOC	Sheet No. iv
		Revision	Page
<u>SECTION TITLE:</u>  TABLE OF CONTENTS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

202.11	Net Metering for Distributed Generation Facilities - 10 kW and Less .....	19
	A. Application:.....	19
	B. Sales to Customer: .....	19
	C. Purchases from a Customer: .....	20
	D. Monthly Rate: .....	20
	E. Meter Reading Charge: .....	20
	F. Facilities Charge: .....	20
	G. Data Access – Communications Link:.....	20
	H. Contracts .....	21
	I. Other Conditions of Service.....	21
202.12	Distributed Generation Facilities – Over 10 kW and Equal to or Less Than 250 kW .....	22
	A. Application:.....	22
	B. Sales to Customer: .....	22
	C. Purchases from a Customer: .....	23
	D. Monthly Rate: .....	23
	E. Meter Reading Charge: .....	23
	F. Facilities Charge: .....	23
	G. Data Access – Communications Link:.....	24
	H. Contracts .....	24
	I. Other Conditions of Service.....	24
202.13	Auxiliary Service – Wind Farm .....	25
	A. Application:.....	25
	B. Type of Service: .....	25
	C. Monthly Rate: .....	25
	D. Determination of Billing Demand: .....	25
	E. Cooperative Supplied Facilities: .....	26
	F. Billing Adjustments: .....	26
	G. Agreement:.....	26
	H. Other Conditions of Service: .....	26

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section TOC	Sheet No. v
		Revision	Page
<u>SECTION TITLE:</u>  TABLE OF CONTENTS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

202.14	Wholesale Transmission or Distribution Service .....	28
	A. Application.....	28
	B. Type of Service.....	28
	C. Conditions of Service.....	28
	D. Definitions.....	28
	E. Monthly Rate. ....	29
	F. Losses.....	29
	G. Demand Determination.....	29
	H. Agreement.....	29
	I. Notice.....	30
203.	Billing Adjustments.....	31
203.1	Power Cost Recovery Factor (PCRF).....	31
203.2	Franchise Tax Adjustment.....	31
203.3	Sales Tax.....	32
203.4	Overbilling and Under billing.....	32
203.5	Power Factor Adjustment.....	33
204.	Service Fees.....	33
204.1	Trip Fee.....	33
204.2	Membership Fee.....	33
204.3	Returned Check.....	33
204.4	Meter Test Fee.....	33
204.5	Switchover Fee.....	34
204.6	Delinquent Commercial, Industrial & Irrigation.....	34
III. SERVICE RULES AND REGULATIONS.....		1
301.	Application for Electric Service.....	1
301.1	Application Required.....	1
301.2	Membership in the Cooperative.....	1
301.3	Offer to Purchase Electric Service.....	1
302.	Establishment of Credit.....	2
302.1	Establishment of Credit for Permanent Applicants.....	2

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section TOC	Sheet No. vi
		Revision	Page
<u>SECTION TITLE:</u>  TABLE OF CONTENTS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

- A. Payment History.....2
- B. Guarantee.....2
- C. Senior Citizens.....2
- 302.2 Security Deposit.....2
- 302.3 Amount of Deposit and Interest for Permanent Residential, Commercial, and Industrial Service and Exemption from Deposit. ....3
- 302.4 Deposits for Temporary or Seasonal Service for Weekend Residences.....4
- 303. Cooperative Action on the Application. ....5
  - 303.1 Granting Application. ....5
    - A. Signature. ....5
    - B. Initiating Service.....5
  - 303.2 Refusal of Service.....5
    - A. Credit.....5
    - B. Fulfillment of Conditions Precedent. ....5
    - C. Indebtedness.....5
    - D. Membership. ....6
    - E. Hazardous Condition. ....6
- 304. Contract for Service. ....7
  - 304.1 Terms of Contract. ....7
  - 304.2 Conditions to be Fulfilled by Applicant or Member Prior to the Rendition of Service. ....7
    - A. Comply with the Law.....7
    - B. Comply with Service Rules. ....7
    - C. Member's Installation.....7
    - D. Easement. ....8
    - E. Construction Costs.....8
  - 304.3 Assignment of Contract. ....8
  - 304.4 Modification by the Parties.....8
- 305. Line Extension. ....9
  - 305.1 General Policy.....9

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section TOC	Sheet No. vii
		Revision	Page
<u>SECTION TITLE:</u>  TABLE OF CONTENTS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

305.2	Permanent Residential. ....	9
305.3	Non-Permanent Residential and Miscellaneous General Services. ....	10
305.4	Commercial, Industrial, Irrigation and Other Service Above 15 kVA.....	10
305.5	Temporary Service and Fence Chargers. ....	10
305.6	Subdivision Development and Special Circumstances.....	10
305.7	Ownership of Distribution Facilities.....	11
305.8	Refund of Prepayments for Electric Service.....	11
305.9	Deferred Payment Plan. ....	11
305.10	Relocation of Facilities. ....	11
305.11	Underground Service. ....	11
306.	Meters. ....	13
306.1	Location and Installation of Meter.....	13
306.2	Type of Meter and Ownership of Meter. ....	13
307.	Point of Delivery.....	14
308.	Initiation of Service.....	15
320.	Electric Energy.....	16
320.1	Delivery of Electric Energy. ....	16
320.2	Characteristics of Electric Energy. ....	16
	A. Voltage.....	16
	B. Frequency.....	16
321.	Method of Providing Service. ....	17
321.1	Overhead Service Drop.....	17
321.2	Underground Electric Service.....	17
321.3	Mobile Home Parks. ....	17
321.4	Apartments.....	18
321.5	Connections at Point of Delivery.....	18
322.	Continuity of Electric Service.....	19
322.1	Reasonable Diligence.....	19
322.2	Service Interruptions.....	19



<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section TOC	Sheet No. viii
		Revision	Page
<u>SECTION TITLE:</u>  TABLE OF CONTENTS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

322.3	Service Irregularities.....	19
322.4	Investigation of Service Interruptions and Irregularities.....	19
322.5	Limitation of Liability for Service Interruption, Irregularity, and Force Majeure.....	19
323.	Member's Receipt and Use of Electric Energy.....	21
323.1	Receipt of Electric Energy.....	21
	A. Exclusive Use.....	21
	B. Member's Installation.....	21
	C. Liability For Injury and Damages.....	21
323.2	Member's Use of Electric Energy.....	22
	A. Permitted Uses.....	22
	B. Resale Prohibited.....	22
	C. Interstate Transmission of Electric Energy Prohibited.....	22
	D. Uses Prohibited by Law.....	22
323.3	Member's Electrical Load.....	22
	A. Load Balance.....	22
	B. Allowable Motor Starting Currents.....	22
	C. Intermittent Electrical Loads.....	23
	D. Equipment Necessary to Limit Adverse Effect.....	23
	E. Voltage and Wave Forms Sensitive Equipment.....	24
	F. Change in Member's Electrical Load.....	24
323.4	Power Factor.....	24
323.5	Access.....	25
323.6	Protection of Cooperative's Facilities on Member's Premises.....	25
324.	Billing.....	26
324.1	Determining Usage of Electric Energy.....	26
324.2	Meter Reading.....	26
324.3	Estimated Billing.....	26
324.4	Meter Test and Accuracy Adjustment.....	26
324.5	Minimum Charges.....	27

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section TOC	Sheet No. ix
	Revision	Page
<u>SECTION TITLE:</u>  TABLE OF CONTENTS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013

324.6	Terms of Payment.....	27
324.7	Disputed Bills.....	27
324.8	Deferred Payment Plan.....	28
324.9	Overbilling and Underbilling.....	29
325.	Relations.....	31
325.1	Available Information.....	31
	A. Facilities for Providing Electric Service.....	31
	B. Cost of Providing Service.....	31
	C. Tariffs.....	31
	D. Meter Reading.....	31
325.2	Member Complaints.....	31
325.3	Refund of Deposit During Service Period.....	32
340.	Small Power Production and Cogeneration.....	33
350.	Member Initiated Discontinuance of Service.....	34
350.1	Member's Request.....	34
350.2	Disconnection.....	34
351.	Cooperative-Initiated Discontinuance.....	35
351.1	Reasons for Discontinuance.....	35
	A. Nonpayment of a Bill.....	35
	B. Deferred Payment Plan.....	35
	C. Interference with Service.....	35
	D. Default on Guaranty Agreement.....	35
	E. Hazardous Condition.....	36
	F. Meter Tampering.....	36
351.2	Notice of Disconnection.....	36
	A. Delivery of Notice.....	36
	B. Proper Notice Prior to Disconnection for Nonpayment.....	36
	C. Disconnection Without Notice.....	37
	D. Disconnection With Notice.....	37
	E. Disconnection During Extreme Weather.....	37

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section TOC	Sheet No. x
		Revision	Page
<u>SECTION TITLE:</u>  TABLE OF CONTENTS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

351.3	Postponement of Disconnection--Medical.....	38
351.4	Effect of Discontinuance of Service. ....	38
	A. Member's Obligations. ....	38
	B. Cooperative's Rights. ....	38
351.5	Dismantling of Cooperative Facilities. ....	39
351.6	Refund of Membership Fee. ....	39
351.7	Refund of Deposit. ....	39
370.	Definitions.....	40
370.1	Applicant.....	40
370.2	Commission. ....	40
370.3	Cooperative. ....	40
370.4	Distribution System. ....	40
370.5	Electric Service. ....	40
370.6	Energy. ....	40
370.7	Facilities.....	40
370.8	Member. ....	40
370.9	Member's Installation; Installation.....	41
370.10	Meter. ....	41
370.11	Municipality.....	41
370.12	Non-Permanent Installation or Intermittent Use Installation.....	41
370.13	Parties.....	41
370.14	Permanent Installation. ....	41
370.15	Person.....	41
370.16	Point of Delivery.....	41
370.17	Premises. ....	41
370.18	Rate Schedules.....	42
370.19	Regulatory Authority. ....	42
370.20	Rules; Service Rules; Service Rules and Regulations. ....	42
370.21	Service Area.....	42
370.22	Service Entrance Conductors.....	42

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section TOC	Sheet No. xi
		Revision	Page
<u>SECTION TITLE:</u>  TABLE OF CONTENTS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

	370.23 Tariff(s).....	42
	370.24 Actual Cost.....	42
	370.25 Adjusted Unit Cost.....	42
<b>IV. FORMS</b> .....		<b>1</b>
401.	NORTH PLAINS ELECTRIC COOPERATIVE, INC. APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE AGREEMENT .....	1
402.	ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS .....	7
403.	DEFERRED PAYMENT AGREEMENT .....	9
404.	GUARANTEE TO PAY BILLS FOR ELECTRICAL SERVICE.....	10
405.	AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF COGENERATION OR SMALL POWER PRODUCTION INSTALLATION .....	11
406.	ADDENDUM TO AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF COGENERATION OR SMALL POWER PRODUCTION INSTALLATION.....	12

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section I	Sheet No. 1
	Revision	Page
<u>SECTION TITLE:</u>  UTILITY OPERATIONS  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

## I. UTILITY OPERATIONS

### 101. Description of Electric Utility Operations.

#### 101.1 Organization.

North Plains Electric Cooperative, Inc. is an electric cooperative corporation organized and operating under the Electric Cooperative Corporation Act (art. 1528b, V.A.C.S.) and the laws of the State of Texas and is owned by its members. The Cooperative's business affairs are managed by a board of directors who are elected to the board from and by the Cooperative's Members in accordance with the provisions of the bylaws.

#### 101.2 Type of Service.

The Cooperative provides electric utility service through the operation of a retail electric distribution system. The Cooperative does not engage in the generation of electric power, but instead purchases all of its electric energy requirements from Golden Spread Electric Cooperative, Inc.

#### 101.3 Service Area.

##### A. Certification.

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

##### B. Counties

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

Ochiltree	Hemphill	Hansford	Lipscomb
Roberts	Hutchinson	Wheeler	

##### C. Cities.

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

Canadian	Perryton
Spearman	

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section I	Sheet No. 2
		Revision	Page
<u>SECTION TITLE:</u>  UTILITY OPERATIONS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

102. Purpose and Scope of Tariffs.

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

Contractual rights and obligations of both parties are specified in a manner consistent with regulations affecting the Cooperative's method of operation.

These tariffs are a part of the Electric Service Agreement.

103. Applicability of Tariffs.

These tariffs are applicable to the provision of all electric utility service by the Cooperative in all areas in which the Cooperative provides service except as may be precluded by law.

104. Severability.

If any provision of this tariff is held invalid, such invalidity shall not affect other provisions or applications of this tariff that can be given effect without the invalid provision or application, and to this end the provisions of these tariffs are declared to be severable.

105. Modification of Tariffs.

This tariff may be changed, modified, or abrogated in whole or in part by any Regulatory Authority having jurisdiction thereof, whether or not at the request of the Cooperative, a Member, or otherwise. Any changed tariff shall be applicable to service provided from and after the effective date of such change.

106. Waiver.

The failure of the Cooperative to enforce any of the provisions of this tariff shall not be considered a waiver of its right to do so.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 1
		Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

## II. RATE SCHEDULES

### 201. Rate Classification and Assignment.

Rate classification and assignment shall be made by the Cooperative in accordance with the availability and type of service provisions in its rate schedules. Rate schedules have been developed for the standard types of service provided by the Cooperative. If 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. Any special contract shall be filed with the Regulatory Authority having jurisdiction thereof.

Upon request for service, a prospective residential applicant shall be informed of the Cooperative's lowest-priced service alternatives available at the service location giving full consideration to equipment options and line extension charges, if any.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 2
	Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

202. Rate Schedules.

202.1 Single-Phase Residential Service.

A. Availability.

Single-phase general service is available to Members in accordance with the Cooperative's Service Rules and Regulations for the following purposes:

for domestic uses associated with the operation of a single-family or multi-family residential installation.

B. Type of Service.

Single-phase service at the Cooperative's standard secondary distribution voltages, where available.

C. Monthly Rate.

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

<b>Monthly Charge</b>	<b>Power Supply</b>	<b>Distribution</b>	<b>Total</b>
Customer Charge:	\$0.00	\$20.00	\$20.00
Energy Charge, per kWh:			
First 1,000 kWh	\$0.0637	\$0.0336	\$0.0973
Over 1,000 kWh	\$0.0637	\$0.0186	\$0.0823

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 Customer Charge; and
- (2) Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

E. Billing Adjustments.

These rates are subject to all applicable billing adjustments.



<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 3
	Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

202.2 Single-Phase General Service.

A. Availability.

Single-phase general service is available to Members in accordance with the Cooperative's Service Rules and Regulations for the following purposes:

all farming, ranching, commercial and public uses except those covered by a specific rate schedule.

This rate is not available to individual motors in excess of 10 horsepower without 3-phase converters or individual motors in excess of 30 horsepower with 3-phase converters.

B. Type of Service.

Single-phase service at the Cooperative's standard secondary distribution voltages, where available.

C. Monthly Rate.

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

Monthly Charge	Power Supply	Distri- bution	Total
Customer Charge:	\$0.00	\$22.50	\$22.50
Energy Charge, per kWh:			
First 1,000 kWh	\$0.0637	\$0.0336	\$0.0973
Over 1,000 kWh	\$0.0637	\$0.0186	\$0.0823

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) \$30.00
- (2) Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

E. Billing Adjustments.

These rates are subject to all applicable billing adjustments.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 4
	Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

202.3 Three-Phase General Service.

A. Availability.

Available to Customers having 50 KVA or less of installed transformer capacity in accordance with the tariffs of the Cooperative for the following purpose(s):

all domestic, farming, ranching, commercial, and public uses except those covered by a specific rate schedule.

B. Type of Service.

Three-phase service, where available, at available secondary voltage. Frequency and voltage shall be subject to reasonable variation.

C. Monthly Rate.

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

Monthly Charge	Power Supply	Distri- bution	Total
Customer Charge:	\$0.00	\$38.00	\$38.00
Energy Charge, per kWh:	\$0.0637	\$0.0323	\$0.0960

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 Customer Charge; and
- (2) \$1.30 per KVA of installed transformer capacity in excess of 15 kVA; and
- (3) Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

E. Billing Adjustments.

These rates are subject to all applicable billing adjustments.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 5
	Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

202.4 Tailwater Pumps and Sprinklers.

A. Availability.

Tailwater Pumps and Sprinklers Service is available to Customers in accordance with the Cooperative's Service Rules and Regulations for water pumping for tailwater pumps and sprinklers.

B. Type of Service.

Single- or Three-phase service at the Cooperative's standard secondary distribution voltages, where available.

C. Monthly Rate.

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

Monthly Charge	Power Supply	Distri- bution	Total
Customer Charge per Meter:			
Single-Phase Service	\$0.00	\$20.00	\$20.00
Three-Phase Service	\$0.00	\$38.00	\$38.00
Charge, per Installed kVA:	\$0.00	\$0.90	\$0.90
Energy Charge, per kWh:	\$0.05940	\$0.04938	\$0.10878

D. Annual Minimum Charge.

For each calendar year in which Member is connected for any portion of the year, Member shall be obligated to pay the following whether or not any energy is actually used:

- (1) Twelve times the Monthly or Standby Customer Charge plus \$10.80 for monthly rate or \$20.52 for standby rate per installed kVA of transformer capacity; and
- (2) Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 6
		Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

The minimum charge shall be payable annually on such date as may be designated by the Cooperative or, at the Cooperative's option, shall be payable in installments on the date designated by the Cooperative.

E. Billing Adjustments.

These rates are subject to all applicable billing adjustments.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 7
	Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

202.5 Irrigation.

A. Availability.

Available to Customers in accordance with the tariffs of the Cooperative for water-well pumping for irrigation purposes.

B. Type of Service.

Single- or Three-phase service at the Cooperative's standard secondary voltages, where available.

C. Monthly Rate.

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

Monthly Charge	Power Supply	Distri- bution	Total
Customer Charge, per Installed kVA:	\$0.00	\$1.65	\$1.65
Demand Charge, per Billing kW:			
March – September	\$0.00	\$4.75	\$4.75
October - February	\$0.00	\$0.00	\$0.00
Energy Charge, per kWh:			
First 200 kWh per Billing kW	\$0.0702	\$0.0000	\$0.0702
Next 200 kWh per Billing kW	\$0.0539	\$0.0000	\$0.0539
Over 400 kWh per Billing kW	\$0.0413	\$0.0000	\$0.0413

D. Billing kW.

The Billing kW is the maximum kilowatt demand for any period of fifteen (15) consecutive minutes during the billing period as adjusted for power factor.

E. Annual Minimum Charge.

For each calendar year the Customer is connected for any portion of the year, Customer shall be obligated to pay the following charges as a minimum, whether or not any energy is actually used:

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 8
		Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

- (1) \$19.80 per installed kVA of transformer capacity; and
- (2) Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

The minimum charge shall be payable annually on such date as may be designated by the Cooperative or, at the Cooperative's option, shall be payable in installments on the dates designated by the Cooperative.

F. Billing Adjustments.

These rates are subject to all applicable billing adjustments.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 9
	Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

202.6 Large Power.

A. Availability.

Available to Customers in accordance with the tariffs of the Cooperative for all commercial and industrial uses requiring more than 50 kVA of installed transformer capacity. No resale standby or auxiliary service permitted.

B. Type of Service.

Single-phase or three-phase, 60 cycles, at available voltages. Frequency and voltage shall be subject to reasonable variation.

C. Rate.

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

Monthly Charge	Power Supply	Distri- bution	Total
Customer Charge, Per Meter:	\$0.00	\$112.00	\$112.00
Demand Charge, Per Billing kW:	\$0.00	\$5.15	\$5.15
Energy Charge, per kWh:			
First 200 kWh per Billing kW	\$0.06336	\$0.00426	\$0.06762
Next 200 kWh per Billing kW	\$0.05223	\$0.00426	\$0.05649
Over 400 kWh per Billing kW	\$0.04130	\$0.00426	\$0.04556

D. Billing kW.

The billing kW is the maximum kilowatt demand for any period of fifteen (15) consecutive minutes during the billing period as adjusted for power factor.

E. Minimum Monthly Charge.

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

- (1) \$250.00 or \$1.30 per KVA of installed transformer capacity, whichever is greater; and

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 10
		Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

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

F. Billing Adjustments.

These rates are subject to all applicable billing adjustments.

G. Primary Metering.

The Cooperative shall have the option of metering at secondary voltage and adding the estimated transformer losses to the metered kilowatt hours and kilowatt demand.

If the Member owns and maintains all facilities past the metering point, the demand and energy charges shall be reduced by three percent (3%).



<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 11
	Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

202.7 Security Lighting Service.

A. Availability.

Available upon application to all Customers for outdoor lighting service at any point on or near the Cooperative's lines where existing facilities have adequate capacity and suitable voltage.

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:

Unmetered	KWh per Month	Power Supply	Distri- bution	Total
175 Watt Mercury Vapor 100 Watt HPS	70 50	\$3.81	\$5.94	\$9.75
400 Watt Mercury Vapor 250 Watt HPS	160 125	\$8.71	\$6.54	\$15.25
1000 Watt Mercury Vapor 400 Watt HPS	400 200	\$21.77	\$13.23	\$35.00

D. Billing Adjustments.

These rates are subject to all applicable billing adjustments.

E. Conditions of Service.

(1) Unmetered, automatically controlled, overhead lighting service operating from dusk to dawn. The Cooperative will install, own, operate and maintain such lighting. Lights will be mounted on an existing service pole or poles and such service will be limited to 120-volt service.

(2) In the event a Member desires a light to be installed on a pole that will require the Cooperative to install an additional pole or poles and service

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 12
		Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

wire, the Member will be required to pay in advance as aid-to-construction the actual cost of all construction. No part of the extension will be borne by the Cooperative. A one-and-one-half (1.5) kVA transformer will be installed if required at no additional cost.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 13
	Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

202.8 Oil Well Pumping

A. Availability.

Oil Well pumping service is available to Customers in accordance with the Cooperative's Service Rules and Regulations for loads of 50 kVA or less for the purpose of extracting petroleum and related products from the earth.

B. Type of Service.

Single- or three-phase service at the Cooperative's standard distribution voltages, where available.

C. Monthly Rate.

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

Monthly Charge	Power Supply	Distri- bution	Total
Customer Charge, Per Meter:	\$0.00	\$60.00	\$60.00
Demand Charge, Per Billing kW:	\$0.00	\$7.25	\$7.25
Energy Charge, per kWh:			
First 200 kWh per Billing kW	\$0.06486	\$0.00426	\$0.06912
Next 200 kWh per Billing kW	\$0.05373	\$0.00426	\$0.05799
Over 400 kWh per Billing kW	\$0.04130	\$0.00426	\$0.04556

D. Billing kW.

The Billing kW is the maximum kilowatt demand for any period of fifteen (15) consecutive minutes during the billing period as adjusted for power factor.

E. Minimum Charge.

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

- (1) The Customer Charge plus the Demand Charge, or \$1.30 of installed transformer capacity, whichever is greater; and
- (2) Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 14
		Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

F. Billing Adjustments.

These rates are subject to all applicable billing adjustments.

G. Primary Metering.

The Cooperative shall have the option of metering at secondary voltage and adding the estimated transformer losses to the metered kilowatt hours and kilowatt demand.

If the Member owns and maintains all facilities past the metering point, the demand and energy charges shall be reduced by three percent (3%).

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 15
	Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

202.9 Optional Large Power Time-of-Peak.

A. Availability.

Available to Customers in accordance with the tariffs of the Cooperative for all commercial and industrial uses requiring more than 250 kVA of installed transformer capacity. No resale standby or auxiliary service permitted.

B. Type of Service.

Single-phase or three-phase, 60 cycles, at available voltages. Frequency and voltage shall be subject to reasonable variation.

C. Rate.

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

- (1) Customer Charge \$112.00 per meter
- (2) Demand Charge

Transmission Level Service	\$1.30 per billing kW
Distribution Substation Level Service	\$1.80 per billing kW
Distribution Primary Level Service	\$5.15 per billing kW
Distribution Secondary Level Service	\$7.15 per billing kW

The billing kW is the maximum kilowatt demand for any period of fifteen (15) consecutive minutes during the billing period as adjusted for power factor.

- (3) Energy Charge \$0.00426 per kWh
- (4) Power Supply and Wholesale Delivery At Cost

The cost of power and wholesale delivery to serve the Customer including but not limited to capacity, delivery, ancillary, energy, fuel, and support charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 16
	Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

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

D. Minimum Monthly Charge.

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

- (1) \$250.00 or \$1.30 per KVA of installed transformer capacity, whichever is greater; 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 applicable billing adjustments.

F. Primary Metering for Distribution Primary and Secondary Service Levels.

The Cooperative shall have the option of metering at secondary voltage and adding the estimated transformer losses to the metered kilowatt hours and kilowatt demand.

If the Member owns and maintains all facilities past the metering point, the Distribution Primary Level Service rate shall apply.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 17
	Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

202.10 Cotton Gin.

A. Availability.

Available to Customers in accordance with the tariffs of the Cooperative for all service to Cotton Gins requiring more than 50 kVA of installed transformer capacity. No resale standby or auxiliary service permitted.

B. Type of Service.

Single-phase or three-phase, 60 cycles, at available voltages. Frequency and voltage shall be subject to reasonable variation.

C. Rate.

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

<b>Distribution Secondary Level Service</b>			
<b>Monthly Charge</b>	<b>Power Supply</b>	<b>Distri- bution</b>	<b>Total</b>
Customer Charge, Per Meter:	\$0.00	\$112.00	\$112.00
kVA Charge, Per Installed kVA	\$0.00	\$1.15	\$1.15
Demand Charge, Per Billing kW:	\$0.00	\$5.15	\$5.15
Energy Charge, per kWh:			
First 200 kWh per Billing kW	\$0.060455	\$0.00133	\$0.061785
Next 200 kWh per Billing kW	\$0.049325	\$0.00133	\$0.050655
Over 400 kWh per Billing kW	\$0.041300	\$0.00133	\$0.042630

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 18
	Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

<b>Distribution Primary Level Service</b>			
<b>Monthly Charge</b>	<b>Power Supply</b>	<b>Distri- bution</b>	<b>Total</b>
Customer Charge, Per Meter:	\$0.00	\$112.00	\$112.00
kVA Charge, Per Installed kVA	\$0.00	\$0.00	\$0.00
Demand Charge, Per Billing kW:	\$0.00	\$5.00	\$5.00
Energy Charge, per kWh:			
First 200 kWh per Billing kW	\$0.058641	\$0.00129	\$0.059931
Next 200 kWh per Billing kW	\$0.047845	\$0.00129	\$0.049135
Over 400 kWh per Billing kW	\$0.040061	\$0.00129	\$0.041351

D. Billing kW.

The billing kW is the maximum kilowatt demand for any period of fifteen (15) consecutive minutes during the billing period as adjusted for power factor.

E. Minimum Monthly Charge.

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

- (1) The Customer Charge plus the Demand Charge plus the kVA Charge; and
- (2) Any amount authorized under the Cooperative's line extension policy for amortization of line extension costs.

F. Billing Adjustments.

This rate is subject to all applicable billing adjustments.

G. Primary Metering.

The Cooperative shall have the option of metering at secondary voltage and adding the estimated transformer losses to the metered kilowatt hours and kilowatt demand.

If the Member owns and maintains all facilities past the metering point, the Distribution Primary Level Service rate shall apply.



<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 19
	Revision	Page
<u>SECTION TITLE:</u>  UTILITY OPERATIONS  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

202.11 Net Metering for Distributed Generation Facilities - 10 kW and Less

A. Application:

Applicable to Distributed Generation Facilities owned and operated by the Customer for the Customer's own use where the Distributed Generation Facilities are equal to or less than 10 kW maximum rated output, as determined by the equipment manufacturer, connected behind a single Cooperative meter to the Customer and in accordance with the Cooperative's service rules and regulations.

The Distributed Generation Facilities output may only be used to supply the Customer's retail electricity requirements. The Distributed Generation Facilities should be sized not to exceed the Customer's specific load requirements to be served as no payments will be made for excess generation flowing from the Customer's Distributed Generation Facilities to the Cooperative's distribution system.

The Customer may connect multiple Distributed Generation Facilities behind a single Cooperative meter to the Customer, but the total of the connected maximum rated output shall not exceed 10 kW.

The Cooperative will meter the Customer's load by a single two register meter or two meters capable of recording data sufficient to calculate net monthly energy sales.

This rate is not applicable to temporary, shared, or resale service. This rate is applicable to service supplied at one point of delivery.

B. Sales to Customer:

Sales to a Distributed Generation Customer shall be consistent with the applicable retail rate tariff established by the Cooperative and in use by the Customer as if there were no Distributed Generation installation.

The Cooperative shall bill the Customer for the excess of energy supplied by the Cooperative over and above the energy supplied by the Customer during each billing period according to the Cooperative's applicable retail rate schedule.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 20
	Revision	Page
<u>SECTION TITLE:</u>  UTILITY OPERATIONS  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

C. Purchases from a Customer:

No payments will be made for excess generation flowing from the Customer's Distributed Generation Facilities to the Cooperative's distribution system.

D. Monthly Rate:

Each billing period the Customer shall be obligated to pay the following charges in addition to all charges indicated on his/her base rate:

Customer Charge @ \$18.00 per meter/month

E. Meter Reading Charge:

If Cooperative personnel or agent must read the Distributed Generation Facility Customer's meter in an area in which the Cooperative reads meters remotely through radio or power line communications, the following charge shall apply:

Monthly meter reading charge @ \$25.00 per meter/month

F. Facilities Charge:

As determined at the sole discretion of the Cooperative on a non-discriminatory case-by-case basis to recover any additional operation and maintenance expense caused by the Customer's facility.

G. Data Access – Communications Link:

At the Cooperative's sole discretion, the Cooperative may require the Customer to provide at Customer's own expense a communications link for the Cooperative to remotely obtain meter readings at a time or times of the month as determined by the Cooperative.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 21
		Revision	Page
<u>SECTION TITLE:</u>  UTILITY OPERATIONS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

H. Contracts

An Interconnection Agreement and Contract between the Customer and the Cooperative shall be required in all cases.

I. Other Conditions of Service

The Customer shall operate the Distributed Generation Facility in accordance with the Cooperative's Distributed Generation Operating Manual.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 22
	Revision	Page
<u>SECTION TITLE:</u>  UTILITY OPERATIONS  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

202.12 Distributed Generation Facilities – Over 10 kW and Equal to or Less Than 250 kW

A. Application:

Applicable to Distributed Generation Facilities owned and operated by the Customer for the Customer's own use where the Distributed Generation Facilities are greater than 10 kW and equal to or less than 250 kW maximum rated output, as determined by the equipment manufacturer, connected behind a single Cooperative meter to the Customer and in accordance with the Cooperative's service rules and regulations.

The Customer may connect multiple Distributed Generation Facilities behind a single Cooperative meter to the Customer, but the total of the connected maximum rated output shall not exceed 250 kW.

The Cooperative will meter the Customer's load by a two-register, demand interval meter and communication equipment to separately record by interval inflows and outflows and to make available such data by remote access.

The Cooperative will meter the Customer's generation using a demand interval meter and communication equipment to make available data by remote access. The demand and energy data collected from the Cooperative's meter on the Customer's generation shall be adjusted for appropriate losses and used to calculate the payment to the customer as prescribed in Section C of this tariff. In no event will the cooperative provide any payment under this rate schedule for energy generated by the consumer that is in excess of the customer's load requirements in a monthly billing period.

This rate is not applicable to temporary, shared, or resale service. This rate is applicable to service supplied at one point of delivery.

B. Sales to Customer:

Sales to a Distributed Generation Customer shall be consistent with the applicable retail rate tariff established by the Cooperative and in use by the Customer as if there were no Distributed Generation installation.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 23
	Revision	Page
<u>SECTION TITLE:</u>  UTILITY OPERATIONS  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

C. Purchases from a Customer:

For generation flowing from the Customer's Distributed Generation Facilities to the Cooperative's distribution system, the Cooperative will pay the customer an amount equal to the credit as calculated by the Cooperative's power supplier, Golden Spread Electric Cooperative (GSEC). The GSEC credit will be calculated on a monthly basis in accordance with GSEC Rider E. The amount of the credit per kWh under Rider E will be determined by GSEC and will be applied to the kWh generated by the consumer in the monthly billing period provided the kWh generated by the consumer are equal to or less than the kWh consumed by the customer's retail load. In no event will the cooperative provide any payment under this rate schedule for energy generated by the consumer that is in excess of the customer's load requirements in a monthly billing period.

D. Monthly Rate:

Each billing period the Customer shall be obligated to pay the following charges in addition to all charges indicated on his/her base rate:

Customer Charge @ \$40.00 per meter/month

E. Meter Reading Charge:

If Cooperative must read the Distributed Generation Facility customer's meter in an area in which the Cooperative reads meters remotely through radio or power line communications, the following charge shall apply:

Monthly meter reading charge @ \$ 25.00 per meter/month

F. Facilities Charge:

As determined at the sole discretion of the Cooperative on a non-discriminatory case-by-case basis to recover any additional operation and maintenance expense caused by the Customer's facility.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 24
		Revision	Page
<u>SECTION TITLE:</u>  UTILITY OPERATIONS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

G. Data Access – Communications Link:

At the Cooperative's sole discretion, the Cooperative may require the Customer to provide at Customer's own expense a communications link for the Cooperative to remotely obtain meter readings at a time or times of the month as determined by the Cooperative.

H. Contracts

An Interconnection Agreement and Contract between the Customer and the Cooperative shall be required in all cases.

I. Other Conditions of Service

The Customer shall operate the Distributed Generation Facility in accordance with the Cooperative's Distributed Generation Operating Manual.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 25
		Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

202.13     Auxiliary Service – Wind Farm

A.     Application:

Applicable to all customers taking the type of service described in this rate schedule where the Customer is located within the Cooperative’s service territory and the Customer’s generation output is not connected to the Cooperative’s facilities. All service is supplied at one point of delivery and taken through a single meter for auxiliary service.

B.     Type of Service:

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

C.     Monthly Rate:

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

- (1)    Power Supply Charge:  
        An amount equal to the total power supply cost incurred by the Cooperative in providing service to the Customer.
- (2)    Demand Charge:     \$1.25 per kW of Billing Demand
- (3)    Service Charge:       \$200.00 per month

D.     Determination of Billing Demand:

The Billing Demand shall be the highest of the following:

- (1)    The maximum kilowatt demand established by the consumer for any period fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor; or

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 26
		Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

(2) The Billing Demand established in the Agreement for Electric Service between the Cooperative and the Customer.

E. Cooperative Supplied Facilities:

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

F. Billing Adjustments:

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

G. Agreement:

In order to provide service to the Customer, an Agreement for Electric Service with a specified Term, a specified Contract Demand, and required Contribution in Aid (if applicable) will be required by the Cooperative.

H. Other Conditions of Service:

- (1) All wiring, pole lines, and other electrical equipment beyond the metering point shall be considered the system of the Customer and shall be furnished and maintained by the Customer.
- (2) The Cooperative shall not be responsible for the purchase of any power generated by the Customer.
- (3) Customer shall be responsible for all termination fees, penalties, and any other costs incurred by the Cooperative associated with the power supply for service to the Customer.
- (4) Customer shall be responsible for all costs incurred by the Cooperative in arranging for special wholesale power supply on behalf of the Customer.
- (5) If the wholesale power supply meter is not located at the point of delivery to the customer, the Power Supply Charge will be



<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 27
		Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

adjusted to reflect all losses associated with providing service to the customer.

- (6) The Customer will be subject to all transmission related cost responsibility incurred by the Cooperative directly associated with providing service to the Customer even if such cost recovery should occur after the Customer has terminated service. To the extent that such cost is not included in the Monthly Rate, Customer shall be responsible for the incremental transmission cost.
- (7) This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction, or if none, by the Cooperative's board of directors in accordance with applicable laws.
- (8) All other conditions of service hereunder are subject to the Cooperatives' tariff for electric service.
- (9) The Power Supply Charge will include all costs as reflected on the Cooperative's Power Supplier's invoice for providing service, including but not limited to purchased demand and energy, transmission, ancillary services, administrative costs, and direct assigned costs.
- (10) Terms not defined in this tariff shall have the meaning given in the Agreement for Electric Service between the Cooperative and the Customer.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 28
		Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

202.14 Wholesale Transmission or Distribution Service

A. Application.

The service provided pursuant to this tariff is transmission service, as defined in Public Utility Commission of Texas (Commission) Substantive Rule 23.67(b)(8), using the Cooperative's facilities. This rate schedule is not applicable to service offered by the Cooperative under another rate schedule. Service under this tariff is wholesale service and is not available for retail service.

B. Type of Service.

This service will be supplied at one point of delivery and measured with one meter.

C. Conditions of Service.

If adequate facilities are not in place at the time service is requested, the Cooperative will construct new facilities, or alter existing facilities as necessary, and make the service available, as soon as reasonably possible. A contribution in aid of construction may be required if facilities must be constructed to provide the service, or if existing facilities must be altered to provide the service, in accordance with Commission Substantive Rules. All facilities altered or constructed by the Cooperative will remain the property of the Cooperative.

D. Definitions.

1. Contract kW (Contract Demand) is the maximum kW specified in the Agreement for Wholesale Distribution Service.
2. Annual kW is the highest 15-minute kW recorded at the point of delivery in the 12-month period ended with the current month.
3. Wholesale Distribution Service is wholesale electric service provided to an eligible customer from the Cooperative's transmission or distribution lines.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 29
		Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

E. Monthly Rate.

	<b>Transmission</b>	<b>Distribution Substation</b>	<b>Distribution Primary</b>	<b>Distribution Secondary</b>
Basic Charge	\$90.00	\$90.00	\$90.00	\$120.00
Facilities Charge	Determined on case by case basis			
NCP Demand Charge	\$1.30	\$1.80	\$7.75	\$9.80

F. Losses.

Customers taking service under this tariff shall compensate the Cooperative for losses resulting from such service. Losses shall be calculated as specified in the Agreement for Wholesale Distribution Service.

G. Demand Determination.

Demand for calculation of the monthly bill is the larger of:

1. Contract kW.
2. Annual kW.

In the event the Cooperative serves retail load at the Customer's generation site, the Contract kW or Annual kW shall be reduced by the Customer's peak retail kW for the current billing period. The peak retail kW is the Customer's highest kW recorded in a fifteen (15) minute interval for the current billing period for the Customer's retail load at the Customer's generation site. served by the Cooperative.

H. Agreement.

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

<p style="text-align: center;"><b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b>  Tariff for  Electric Service</p>		Section II	Sheet No. 30
		Revision	Page
<p><u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS</p>		<p>Effective Date: January 1, 2013</p>	

I. Notice.

Service hereunder is subject to the orders of regulatory bodies having jurisdiction and to the Cooperative's Tariff for Wholesale Transmission Service.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 31
		Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

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:

$$\text{PCRF} = \frac{(A - B \pm C)}{\text{KWhs}}$$

Where:

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

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

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

$$B = (D)(\text{KWhs})$$

$$D = \text{Base power cost in \$/kWh sold of } \$0.057992$$

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

203.2 Franchise Tax Adjustment.

For service rendered to Customers within the incorporated limits of a municipality which imposes a gross receipts tax upon the revenues received by the Cooperative from its Customers, the Cooperative shall calculate an applicable tax adjustment to be a separately

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 32
		Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

stated adjustment on each such Customer's bill. The amount of the separately stated tax adjustment shall be determined by the following formula:

$$FTA = TAB \times GRTR$$

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 Customer's service is rendered.

GRTR = Gross Receipts Tax Rate (expressed as a decimal) levied by the municipality within which incorporated limits Customer'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 Customer unless Customer has previously provided to the Cooperative satisfactory proof of exemption.

203.4 Overbilling and Under billing.

If billings for utility service are found to differ from the utility's lawful rates for the services being purchased by the customer, or if the Cooperative fails to bill the customer for such service, a billing adjustment shall be calculated by the Cooperative. When an underbilling adjustment is substantial and creates a hardship, the Cooperative will offer a deferred payment agreement unless the adjustment is due to meter tampering, bypass, or diversion.

The Cooperative will not disconnect service if the customer fails to pay charges arising from an under billing more than twelve (12) months prior to the date the Cooperative initially notified the customer of the amount of the undercharge and the total additional amount due unless such undercharge is a result of meter tampering, bypassing, or diversion by the customer.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section II	Sheet No. 33
		Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

203.5      Power Factor Adjustment.

Demand charges may be adjusted if the power factor is lower than 90%. Measured demand may be increased by 1% for each 1% by which the power factor is less than 90% 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 \$40.00 for each trip to Customer's premises which is requested by the Customer or reasonably necessary under these rules or standard operating practice (e.g., trip to Customer's premises for collection of a bill, connection, reconnection, trouble report investigation, or to make disconnection).

If a trip to Customer's premises is made outside of the Cooperative's normal working hours Customer shall be charged \$60.00.

No charge shall be made to investigate an outage or service irregularity unless caused by Customer or Customer's installation or equipment.

204.2      Membership Fee.

Each applicant shall be charged a membership fee of \$0.00.

204.3      Returned Check.

The Cooperative shall charge \$20.00 for each check or other form of payment that is dishonored or returned to the Cooperative. Any Customer 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.

204.4      Meter Test Fee.

If Customer's meter has been tested at Customer's request and within a period of four (4) years the Customer 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 Customer a fee which reflects

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section II	Sheet No. 34
	Revision	Page
<u>SECTION TITLE:</u>  RATE SCHEDULES  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

the cost to test the meter, however, this charge shall not be more than \$25.00 for a residential Customer.

204.5 Switchover Fee.

Where service to a Customer 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 \$200.00. (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 Customer if the Customer requests removal or removal is required for legal or safety reasons, or by requirement of any authority.
- 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 Customer 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 Customer a paid receipt.

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

204.6 Delinquent Commercial, Industrial & Irrigation.

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



<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 1
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 1 – Obtaining Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

### III. 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 an Electric Service Agreement, the form of which is contained in these tariffs. A separate Electric Service Agreement is required for each location where delivery of electric energy is desired, whether or not for initiation or renewal of service or otherwise. An Electric Service Agreement is filed when it is received by an appropriate Cooperative employee at any office of the Cooperative.

The Electric Service Agreement 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.

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.

301.3 Offer to Purchase Electric Service.

Upon compliance with the provisions of Paragraphs 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 Electric Service Agreement, these tariffs, and any applicable easement.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 2
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 1 – Obtaining Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

302. Establishment of Credit.

The Cooperative may require applicant, regardless of the type of service applied for, to demonstrate and satisfactorily establish credit in such form and manner as may be prescribed by the Cooperative. The satisfactory establishment of credit shall not relieve the applicant from complying with tariff provisions for prompt payment of bills. Notwithstanding any provision of these rules to the contrary, the following rules shall apply to the establishment of credit.

302.1 Establishment of Credit for Permanent Applicants.

An applicant for permanent service may satisfactorily establish credit and shall not be required to pay a deposit:

A. Payment History.

If it is undisputed that applicant has been a customer of a utility providing electric service within the last two years and is not delinquent in the payment of any such utility service account and during the last twelve (12) consecutive months of service did not have more than one occasion in which a bill for such utility service was paid after becoming delinquent and never had service disconnected for nonpayment;

or

B. Guarantee.

If the applicant for permanent service furnishes in writing a satisfactory guarantee to secure the payment of bills for electric service;

or

C. Senior Citizens.

If the applicant for permanent service is sixty-five (65) years of age or older and does not have an outstanding account balance with the Cooperative or another utility providing electric service which accrued within the last two (2) years.

302.2 Security Deposit.

If the credit of an applicant for any type of service has not been established satisfactorily to the Cooperative, the applicant may be required to make a deposit.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 3
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 1 – Obtaining Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

302.3 Amount of Deposit and Interest for Permanent Residential, Commercial, and Industrial Service and Exemption from Deposit.

The required deposit shall not exceed an amount equivalent to one-sixth of the estimated annual billing.

- A. During the first 12 months of service, an additional deposit may be requested prior to the issuance of a bill;
- (1) To require such deposit, the customer's actual usage must be three times estimated usage (or three times average usage of most recent three bills), and the customer's current usage must exceed \$150, and the customer's current usage must exceed 150% of the security held;
  - (2) The request for such additional deposit must be issued in writing and must indicate that the customer may elect to pay the current usage in lieu of the additional deposit;
  - (3) The Cooperative may disconnect service if the additional deposit or the current usage payment is not made within 10 days of request provided a written disconnect notice has been issued to the customer. Such disconnect notice may be issued concurrently with the written request for the additional deposit or current usage payment.
- B. If actual billings of a commercial customer are at least twice the amount of the estimated billing, 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 customer 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 customer may

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 4
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 1 – Obtaining Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

elect to pay the current bill by the due date of the bill, provided the customer has not exercised this option in the previous 12 months.

- C. The rates of interest to be paid on customer deposits will be established annually. The rate will be the same as the discounted rate charged to depository institutions by the Federal Reserve Bank on December 1 for the subsequent calendar year.

IF a refund of deposit is made within thirty (30) days of receipt of deposit, no interest payment is required. If the Cooperative retains the deposit more than 30 days, payment of interest shall be made retroactive to the date of deposit.

Payment of the 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.

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

302.4 Deposits for Temporary or Seasonal Service for Weekend Residences.

The Cooperative may require a deposit sufficient to reasonably protect it against the assumed risk for temporary or seasonal service, provided such policy is applied in a uniform and nondiscriminatory manner. The Cooperative may require a deposit for weekend residences sufficient to reasonably protect it against the assumed risk, provided such policy is applied in a uniform and nondiscriminatory manner. These deposits shall be returned according to guidelines set out in Section No. III, Paragraph 325.3.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 5
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 1 – Obtaining Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

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 rules) or refusing service in accordance with this tariff.

303.1 Granting Application.

The Cooperative may grant an application by:

A. Signature.

Having its authorized officer or employee sign the Electric Service Agreement on behalf of the Cooperative;

or

B. Initiating Service.

Making electricity available at the Service Location.

303.2 Refusal of Service.

The Cooperative may refuse service if:

A. Credit.

Applicant/Member has failed or refused to satisfactorily establish credit in accordance with the provisions of Section 302 of these rules;

or

B. Fulfillment of Conditions Precedent.

If Applicant/Member has failed or refused within a reasonable time to fulfill any condition precedent to performance (see Section 304.2);

or

C. Indebtedness.

If Applicant/Member has failed or refused to pay any indebtedness to any utility having previously provided applicant with electric service;

or

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 6
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 1 – Obtaining Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

D. Membership.

Applicant/Member has failed or refused to pay the membership fee or qualify for membership in the Cooperative in accordance with the provisions of law;

or

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.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 7
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 1 – Obtaining Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

304. Contract for Service.

The grant of an application shall operate as an acceptance of Applicant's offer to purchase electric service.

304.1 Terms of Contract.

The terms of the contract are the provisions of the Electric Service Agreement (including this tariff) and any applicable easement.

304.2 Conditions to be Fulfilled by Applicant or Member Prior to the Rendition of Service.

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

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

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 8
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 1 – Obtaining Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

Electrical Safety Code published by the Institute of Electrical and Electronics Engineers, Inc., as may be applicable. Member further warrants to the Cooperative that Member's installation will be maintained in accordance with such Code publications. 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 shall be required to conform prior to the provision of service.

and

D. Easement.

Applicant/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 that is contained in Section IV of this tariff;

and

E. Construction Costs.

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

304.3 Assignment of Contract.

The Member shall not assign the Contract except by written consent of the Cooperative or in compliance with the Articles and Bylaws of the Cooperative. The Contract shall inure to the benefit of the Cooperative's assigns.

304.4 Modification by the Parties.

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



<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 9
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 1 – Obtaining Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

### 305. Line Extension.

#### 305.1 General Policy.

The Cooperative extends its distribution facilities to Members in accordance with the following line extension provisions. 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 where electric service is desired, Member's classification involves an evaluation of the type of installation, its use, as well as the frequency and duration of energy consumption that may be expected. Member's classification shall be determined by the Cooperative in its sole discretion and the line extension policy will be applied on a per meter basis. In the event that the classification assigned by the Cooperative is incorrect based upon Member's subsequent actual use of the installation and/or usage of energy, 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. As a general provision, excluding single phase loads requiring less than ten (10) kVa of capacity and three phase loads requiring less than thirty (30) kVa of capacity determined by Cooperative engineering personnel, the Cooperative shall furnish \$3.00 per foot for three phase or \$2.00 per foot for single phase construction of primary overhead distribution line directly along state highways, existing county roads or city streets or alleys within the Cooperative service territory. All remaining line extension including single phase to three-phase conversion shall be based on the following policies for each classification. Construction costs shall be based on the Cooperative's latest available adjusted unit cost.

#### 305.2 Permanent Residential.

The Cooperative will construct an extension of its overhead distribution system to Member's point of delivery for a permanent installation that is used as a permanent residence and occupied by the owner full time. There will be no charge to the Member for the first \$5,000.00 of actual cost incurred in making the extension. The Member shall be required to pay in advance as aid-to-construction the actual cost of all construction in

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 10
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 1 – Obtaining Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

excess of such amount. Construction costs shall be based on the Cooperative's latest available adjusted unit cost.

305.3 Non-Permanent Residential and Miscellaneous General Services.

The Cooperative will construct an extension of its distribution system to Member's point of delivery to non-permanent residential installations and other farm, commercial, small power, sprinkler systems, tailwater pumps, grain bins, rectifiers, water wells, and public buildings as provided in the Cooperative's Electric Service Contract. There will be no charge to the Member for the first \$500.00 of actual cost incurred in making the extension. The Member shall be required to pay in advance as aid-to-construction the actual cost of all construction in excess of such amount. Construction costs shall be based on the Cooperative's latest available adjusted unit cost.

305.4 Commercial, Industrial, Irrigation and Other Service Above 15 kVA

The Cooperative will construct an extension of its distribution system to Member's point of delivery for all service not predominantly residential or temporary (including commercial, industrial, and irrigation). There will be no charge to the Member for the first \$3,300.00 of actual cost incurred in making the extension. The Member shall be required to pay in advance as aid-to-construction the actual cost of all construction in excess of such amount. Construction costs shall be based on the Cooperative's latest available adjusted unit cost.

305.5 Temporary Service and Fence Chargers.

The Cooperative will construct an extension of its overhead distribution system for the purpose of providing temporary service such as interim construction power, fence chargers and other such types of small investments where service may be discontinued at any time. The contractor or other person desiring temporary service shall be required to pay in advance as aid-to-construction the actual cost of all construction and removal, less estimated salvage value.

305.6 Subdivision Development and Special Circumstances.

Any situation involving special circumstances, including but not limited to the development of a subdivision, not specifically covered in this line extension policy will

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 11
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 1 – Obtaining Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

require the special consideration and approval of the manager of the Cooperative. Extensions made under special circumstances shall be designed to recover the actual costs of such extension.

Applicants who require facilities to serve more than one meter shall provide the Cooperative a plat map of the area for which applicant seeks service and estimate the total number of meters which will ultimately be utilized in such area.

305.7 Ownership of Distribution Facilities.

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

305.8 Refund of Prepayments for Electric Service.

Payments necessary for construction of facilities that will be used by the Member are contributions in aid of construction and are not refundable.

305.9 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.

305.10 Relocation of Facilities.

The Cooperative will relocate its facilities on Member's premises 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.

305.11 Underground Service.

The Cooperative will extend its primary distribution facilities underground on Member's premises to Member's point of delivery for any type of permanent service and shall charge therefore in the same manner and to the same extent as if the extension were overhead, however, the Member and/or developer shall additionally be required to pay in

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 12
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 1 – Obtaining Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

advance as aid-to-construction the difference in overhead and underground line extension costs.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 13
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 1 – Obtaining Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

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.

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 meets industry standards, however, special meters not conforming to such standards may be used for investigation or experimental purposes.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 14
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 1 – Obtaining Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

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 unless otherwise outlined in Board Policy.

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 that will facilitate connection in accordance with the National Electrical Safety Code and standard operating practices of the Cooperative.

In special circumstances, the point of delivery may be located inside the Member's installation or structure if the Member makes a written request that is approved by the manager of the Cooperative.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 15
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 1 – Obtaining Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

308. Initiation of Service.

Electric service is provided to qualified applicants 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:

- A. Within fifteen (15) working days if no line extension or new facilities are required.
- B. Within ninety (90) days for permanent residential service requiring a line extension.
- C. Extensions to other customer classes requiring line extensions may take longer than ninety (90) days.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 16
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 2 – Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

320. Electric Energy.

320.1 Delivery of Electric Energy.

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

320.2 Characteristics of Electric Energy.

A. Voltage.

The Cooperative adopts following standard voltages for distribution:

<u>Single-Phase</u>	<u>Three-Phase</u>
120/240	120/208
240/480	277/480

Insofar as practicable the Cooperative maintains its standard voltages within the variations permitted by the Rural Utilities Service (RUS).

B. Frequency.

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 60 cycles per second. Except for infrequent and unavoidable fluctuations, this standard is usually maintained within one-tenth (1/10) of a cycle per second.



<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 17
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 2 – Electric Service</u>  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

### 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 requesting such service. 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 are determined by the Cooperative. Member shall provide at his/her expense padmount transformer and associated equipment prior to commencement of construction. Before the installation of underground distribution facilities, Member 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 that 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.

<p style="text-align: center;"><b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service</p>		Section III	Sheet No. 18
		Revision	Page
<p><u>SECTION TITLE:</u> SERVICE RULES AND REGULATIONS <u>Part 2 – Electric Service</u> APPLICABLE TO ALL AREAS</p>		<p>Effective Date: January 1, 2013</p>	

321.4 Apartments.

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.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 19
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 2 – Electric Service</u>  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

### 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.

#### 322.2 Service Interruptions.

Service interruptions may occur. The Cooperative shall make reasonable efforts to prevent service interruptions. 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, and to aid in the restoration of electric service.

#### 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 periods of abnormal 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 Limitation of Liability for Service Interruption, Irregularity, and Force Majeure.

The Cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and wave form fluctuations occasioned by causes

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 20
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 2 – Electric Service</u>  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

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

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 21
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 2 – Electric Service</u>  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

### 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.

##### C. Liability For Injury and Damages.

Member assumes full responsibility for electric energy furnished to him at and past the Point of Delivery and will indemnify the Cooperative against and hold the Cooperative harmless from all claims for both injuries to persons, including death resulting therefrom, and damages to property occurring upon the premises of the Member arising from electric power and energy delivered by Cooperative except (i) when the negligence of Cooperative or its agent or agents was the sole proximate cause of injuries, including death therefrom, to Member or to employees of a Member or in the case of a residential Member, 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 equipment or any condition on Member's

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 22
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 2 – Electric Service</u>  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

premises or (b) the breach by Cooperative of any provision of any contract for electrical energy, service or facilities between Cooperative and Member.

323.2 Member's 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.

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:

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section III	Sheet No. 23
	Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 2 – Electric Service</u>  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

Nominal Nameplate Voltage	Phase	Maximum Locked Rotor Current*
115 Volts	Single	50 Amperes
230 Volts	Single	200 Amperes
200, 230 or 460 Volts	Single	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 is 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.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 24
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 2 – Electric Service</u>  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

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.

Member shall notify Cooperative a reasonable time in advance of any substantial 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.

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 in advance as aid to construction or as an increased minimum a reasonable 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 ninety percent (90%), Cooperative may require Member to install appropriate equipment to maintain a power factor of at least



<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 25
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 2 – Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

ninety percent (90%) 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.

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.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 26
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 2 – Electric Service</u>  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

324. Billing.

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

324.1 Determining Usage of Electric Energy.

Usage of electric energy (expressed as kWh) is usually determined by a meter reading. Electric energy usage is measured at the metering point regardless of whether or not it is the same as the point of delivery.

324.2 Meter Reading.

- A. Meter unit indication. In general each meter shall indicate clearly the kilowatt-hours or other units of service for which charge is made to the customer.
- B. Reading of meters. As a matter of general practice, service meters shall be read at monthly intervals and as nearly as possible on the corresponding day of each meter reading period, but may be read at other than monthly intervals if the circumstances warrant.
- C. If an electric cooperative has a customer-read program in which customers read their own meters and report their usage monthly, such readings shall be considered an actual meter reading by the Cooperative for billing purposes. However, a Cooperative shall read the meters of customers on a customer-read program at least every 12 months to verify the accuracy of the Cooperative's records.

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.

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

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 27
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 2 – Electric Service</u>  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

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 laboratory as determined by the Cooperative. Following completion of testing, the Cooperative shall promptly advise the Member of the date of removal of the meter, if removed, the date of the test, the result of the test, and who made the test.

324.5 Minimum Charges.

The 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.

The minimum charge may be increased in accordance with the Cooperative's line extension policy for new construction. Usually the amount of such increase will be stated in the Electric Service Agreement.

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 services, the Cooperative shall make such investigation as shall be required by the particular circumstances, and report the results thereof to the Member. In the event the dispute is not resolved, the Cooperative shall inform the Member of the complaint procedures of the Cooperative.

Members shall 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,

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 28
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 2 – Electric Service</u>  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

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 customers 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.

- A. Every deferred payment plan entered into due to the Member's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the Member pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid.
- B. A deferred payment plan offered by the Cooperative, if reduced to writing, shall state immediately preceding the space provided for the Member's signature and in bold-face print at least two sizes larger than any other used thereon, that "if you are not satisfied with this agreement, do not sign. If you do sign this agreement, you give up your right to dispute the amount due under the agreement except for the Cooperative's failure or refusal to comply with the terms of this agreement."
- C. A deferred payment plan may include a five percent (5%) penalty for late payment but shall not include a finance charge.
- D. If a Member has not fulfilled terms of a deferred payment agreement, the Cooperative shall have the right to disconnect service pursuant to the disconnection rules herein and under such circumstances, it shall not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.
- E. Upon request, the Cooperative shall offer a deferred payment plan to any residential Member who has demonstrated a good faith ability to pay a reasonable portion but not all of his/her bill, if that Member has not previously been delinquent more than one (1) occasion during the preceding 12 months.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 29
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 2 – Electric Service</u>  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

324.9 Overbilling and Underbilling.

If billings for Cooperative service are found to differ from the Cooperative's lawful rates for the services being purchased by the customer, or if the Cooperative fails to bill the customer for such service, a billing adjustment shall be calculated by the Cooperative. If the customer is due a refund, an adjustment shall be made for the entire period of the overcharges. If overcharge is adjusted by the Cooperative within three billing cycles of the bill in error, interest shall not accrue. Unless otherwise provided in this section, if an overcharge is not adjusted by the Cooperative within three (3) billing cycles of the bill in error, interest shall be applied to the amount of the overcharge at the rate set by the commission annually for a calendar year, refer to Section No. III, Paragraph 325.3. That rate shall be based on an average of prime commercial paper rates for the previous 12-month period. Interest on overcharges that are not adjusted by the Cooperative within three (3) billing cycles of the bill in error shall accrue from the date of payment unless the Cooperative chooses to provide interest to all of its affected customers from the date of the bill in error. Interest shall not apply to leveling plans or estimated billings that are authorized by statute or rule. Interest shall not apply to undercharged amounts unless such amounts are found to be the result of meter tampering, bypass, or diversion by the customer, as defined in Section No. III, Paragraph 351.1.F. Interest on undercharged amounts shall accrue from the day the customer is found to have first tampered, bypassed or diverted. If the customer was undercharged, the Cooperative may backbill the customer for the amount that was underbilled. The backbilling is not to exceed six (6) months unless the Cooperative can produce records to identify and justify the additional amount of backbilling or unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined in Section No. III, Paragraph 351.1.F. However, the Cooperative may not disconnect service if the customer fails to pay charges arising from an underbilling more than six (6) months prior to the date the Cooperative initially notified the customer of the amount of the undercharge and the total additional amount due unless such undercharge is a result of meter tampering, bypassing, or diversion by the customer as defined in Section No. III, Paragraph 351.1.F. If the underbilling is \$25 or more, the Cooperative shall offer the customer a deferred payment plan option for the

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 30
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 2 – Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

same length of time as that of the underbilling. In cases of meter tampering, bypass, or diversion, a utility may, but is not required to, offer a customer a deferred payment plan.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 31
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 2 – Electric Service</u>  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

325. 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 customer, the Cooperative shall inform the applicant or customer of the Cooperative's lowest-priced alternatives available at the customer's location. The Cooperative shall provide this information beginning with the lowest-price alternative and giving full consideration to applicable equipment options and installation charges.

C. Tariffs.

At each of its business offices, the Cooperative maintains and makes available for inspection a copy of its current tariffs including all rate schedules and rates relating to service. A copy of any applicable portion of the tariff will be provided upon request. Notice of the availability of such tariffs is posted in each business office in the same area where applications for service are received.

D. Meter Reading.

Upon request, the Cooperative advises its 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 promptly make a suitable investigation and advise the complainant of the results thereof.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 32
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 2 – Electric Service</u>  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

- B. The Cooperative shall keep a record of all complaints that shall show the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof for a period of two (2) years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges that required no further action by the Cooperative need not be recorded.

325.3 Refund of Deposit During Service Period.

If a Member has been required to make a deposit, the rates of interest to be paid on customer deposits shall be in accordance with Section 302.3, Paragraph C. of these tariffs.

Payment of the 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.

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 one (1) occasion in which a bill was delinquent, and when the Member is not delinquent in the payment of the current bills, the Cooperative shall promptly and automatically refund the deposit plus accrued interest to the Member in the form of cash or credit to a Member's bill, or void the letter of guarantee. If the Member does not meet these refund criteria, the deposit may be retained.



<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 33
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 2 – Electric Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

340. Small Power Production and Cogeneration.

The Cooperative's "Distributed Generation Operating Manual" contains the Cooperative's requirements for interconnection and parallel operation of small power production and cogeneration and is hereby incorporated in the Cooperative's Service Rules and Regulations.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 34
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 3 – Disconnection of Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

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 shall be filed at any office of the Cooperative.

350.2 Disconnection.

Following receipt of Member's request for discontinuance of service the Cooperative shall disconnect service. Where practicable disconnection is usually 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.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 35
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 3 – Disconnection of Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

351. Cooperative-Initiated Discontinuance.

351.1 Reasons for Discontinuance.

The Cooperative may discontinue service to a Member under any of the following circumstances:

A. Nonpayment of a Bill.

If the Member fails or refuses to pay a delinquent account for electric service (whether or not based upon estimated billing). Only service for which Member's account is delinquent shall be disconnected.

or

B. Deferred Payment Plan.

If Member fails to perform any obligation under the terms of a deferred payment agreement.

or

C. Interference with Service.

If Member violates any rule pertaining to the use of electric service in a manner that interferes with or is likely to cause interference with electric service to other Members or operates nonstandard equipment, provided that the Cooperative has made a reasonable effort to notify the Member and provided there has been a reasonable opportunity to remedy the situation.

or

D. Default on Guaranty Agreement.

If a Member has signed a written Guaranty Agreement for another Member or applicant and fails or refuses to pay the amount due on the guaranteed account when requested to do so by the Cooperative.

or

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 36
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 3 – Disconnection of Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

E. Hazardous Condition.

If it comes to the Cooperative's attention that a hazardous condition exists in Member's installation or equipment.

or

F. Meter Tampering.

For purposes of these sections, meter tampering, bypass, or diversion shall be defined as tampering with the Cooperative's meter or equipment, bypassing the same, or other instances of diversion, such as physical disorienting the meter, objects attached to the meter to divert service or to bypass, insertion of objects into the meter, and other electrical and mechanical means of tampering with, bypassing, or diverting electrical service. The burden of proof of meter tampering, bypass, or diversion is on the Cooperative. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence must be accompanied by a sworn affidavit by the Cooperative when any action regarding meter tampering as provided for in these sections is initiated. A court finding of meter tampering may be used instead of photographic or other evidence, if applicable.

351.2 Notice of Disconnection.

A. Delivery of Notice.

Notice of the discontinuance of service may be mailed or hand delivered to the Member's installation or premises where service is proposed to be disconnected. Such notice shall state the earliest date service may be disconnected.

B. Proper Notice Prior to Disconnection for Nonpayment.

If a Member fails or refuses to pay the Cooperative in accordance with the provisions of the Cooperative's tariff and/or Electric Service Agreement and/or deferred payment agreement, or guaranty agreement, then notice shall be given by separate mailing to Member or hand delivery at Member's installation or premises at least ten (10) days prior to the earliest date of disconnection with the

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 37
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 3 – Disconnection of Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

words "termination notice" or similar language or other language deemed appropriate. If mailed, the earliest date of disconnection may not fall on a holiday or weekend but shall fall on the next workday after the tenth (10<sup>th</sup>) day.

C. Disconnection Without Notice.

Electric service may be disconnected without any notice to Member if a hazardous condition exists.

D. Disconnection With Notice.

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

- (1) Failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement.
- (2) Violation of the Cooperative's rules pertaining to the use of service in a manner that interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.
- (3) Failure to comply with the deposit or guarantee arrangements where required.

E. Disconnection During Extreme Weather.

On a day when the previous day's highest temperature did not exceed 32 degrees F, and the temperature is predicted to remain at that level for the next 24 hours, according to the nearest National Weather Service (NWS) reports, or in zones where an excessive heat alert is in effect as determined by the NWS and reported by the National Oceanic and Atmospheric Administration (NOAA), an electric utility cannot disconnect a customer until the utility ascertains that no life-threatening condition exists in the customer's household, or would exist, because of disconnection during severe weather conditions.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 38
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 3 – Disconnection of Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

351.3 Postponement of Disconnection--Medical

The cooperative shall not discontinue service to a delinquent residential customer permanently residing in an individually metered dwelling unit when that customer establishes that discontinuance of service will result in some person residing at that residence becoming seriously ill or more seriously ill if service is discontinued. Each time a customer seeks to avoid termination of service under this rule, the customer must have the attending physician (for purposes of this rule, the term "physician" shall mean any public health official, including, but not limited to, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the Cooperative within 16 days of issuance of the bill. A written statement must be received by the Cooperative from the physician within 26 days of the issuance of the Cooperative bill. The prohibition against service termination provided by this rule shall last 63 days from the issuance of the Cooperative bill or such lesser period as may be agreed upon by the Cooperative and the customer or physician. The customer who makes such request shall enter into a deferred payment plan.

351.4 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.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 39
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS <u>Part 3 – Disconnection of Service</u> APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

351.5 Dismantling of Cooperative Facilities.

The Cooperative may, upon discontinuance of electric service to Member, dismantle and remove all lines, equipment, apparatus, or other facilities that the Cooperative may have installed to provide electric service to Member. The cooperative may consider payment, in lieu of removal of idle services if customer requests and at the discretion of the General Manager. The Cooperative may, however, abandon in place in whole or in part its underground lines and equipment in lieu of removing such facilities.

351.6 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.

351.7 Refund of Deposit.

After disconnection of service, if service is not reconnected, the Cooperative shall refund the Member's deposit, plus accrued interest (refer to Section III, Paragraph 325.3) or the balance, if any, in excess of unpaid bills for service furnished.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 40
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 4 – Definitions</u>  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

370. Definitions.

370.1 Applicant.

A person requesting electric service from the Cooperative in the manner prescribed in the Cooperative's service rules and regulations.

370.2 Commission.

The Public Utility Commission of Texas.

370.3 Cooperative.

North Plains Electric Cooperative, Inc.

370.4 Distribution System.

The Cooperative's primary and secondary voltage conductors, transformers, switchgear, connection enclosures, pedestals, services, and other associated equipment used to provide electric service.

370.5 Electric Service.

Electric power and energy produced, or transmitted, or distributed, or provided, or made available by the Cooperative at the point of delivery together with all services and functions performed by the Cooperative.

370.6 Energy.

The capacity for doing work. The unit for measuring electrical energy is the watt-hour, or kilowatt hour which is 1,000 watt-hours (kWh).

370.7 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.

370.8 Member.

Any person having a contract with the Cooperative for the provision of electric service.



<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 41
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 4 – Definitions</u>  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

- 370.9      Member's Installation; Installation.  
 All conductors, equipment, buildings, structures, or apparatus of any kind on Member's side on point of delivery, excepting only Cooperative's metering equipment.
- 370.10     Meter.  
 A device or devices, together with auxiliary equipment, for measuring electric energy usage and/or demand and/or other data.
- 370.11     Municipality.  
 Any incorporated city, town, or village.
- 370.12     Non-Permanent Installation or Intermittent Use Installation.  
 Any installation other than a permanent installation.
- 370.13     Parties.  
 The Cooperative and an applicant or Member.
- 370.14     Permanent Installation.  
 Any installation that is so constructed or being constructed as to be impractical to move, haul, or relocate, and which is or will be used and occupied on a permanent full-time basis. A mobile home or prefabricated structure shall qualify as a permanent installation only if it is impractical to move by virtue of having its wheels and trailer hitch removed, and there having been added to the structure a skirt and a roof overhanging the entrance way.
- 370.15     Person.  
 Any individual, partnership, association, joint venture, corporation, or governmental entity.
- 370.16     Point of Delivery.  
 The point where the Cooperative's conductors are connected to the Member's conductors.
- 370.17     Premises.  
 A tract of land or real estate including buildings or other appurtenances thereon.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section III	Sheet No. 42
		Revision	Page
<u>SECTION TITLE:</u>  SERVICE RULES AND REGULATIONS  <u>Part 4 – Definitions</u>  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

- 370.18 Rate Schedules.  
Any schedule of rates approved by the Cooperative’s Board of Directors and contained in Section II of these tariffs.
- 370.19 Regulatory Authority.  
The Cooperative Board of Directors or the governing body of any municipality within which service is provided.
- 370.20 Rules; Service Rules; Service Rules and Regulations.  
Any service rule or regulation of the Cooperative contained in Section III of these tariffs.
- 370.21 Service Area.  
The area or territory in which the Cooperative provides electric utility service as authorized by the Public Utility Commission of Texas.
- 370.22 Service Entrance Conductors.  
Conductors provided by the Member extending from Member's electrical equipment to the point of delivery where connection is made to the Cooperative's conductors.
- 370.23 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.
- 370.24 Actual Cost.  
The term “Actual Cost” as used in Section 305.2, 305.3, and 305.4, for the purpose of determining aid-to-construction amounts charged by Cooperative to Customers for new construction shall be defined as direct labor and materials costs only. Overhead costs will not be included in these calculations.
- 370.25 Adjusted Unit Cost.  
The term “Adjusted Unit Cost” as used herein means that construction materials will be priced at the current average unit price of each item in the Cooperative’s inventory.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section IV	Sheet No. 1
	Revision	Page
<u>SECTION TITLE:</u>  FORMS  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

## IV. FORMS

### 401. NORTH PLAINS ELECTRIC COOPERATIVE, INC. APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE AGREEMENT

The undersigned (the "Applicant") hereby makes application and agrees to purchase electric service from NORTH PLAINS ELECTRIC COOPERATIVE, INC. (the "Cooperative") upon the following terms and conditions. If the Applicant is already a member of the Cooperative, Applicant agrees to be subject to the terms of this Electric Service Agreement. If the Applicant is not a member of the Cooperative, upon acceptance of this Application by the Cooperative, the Applicant shall become a member of the Cooperative and agrees to be subject to the terms of this Electric Service Agreement.

1. Service Location. Land Description \_\_\_\_\_  
 Section \_\_\_\_\_ Blk. \_\_\_\_\_ Survey \_\_\_\_\_  
 County \_\_\_\_\_ North Plains Electric Cooperative Map No. \_\_\_\_\_

2. Service. Cooperative agrees to use reasonable diligence to provide electric utility service to a point of delivery at Applicant's service location. The electric service contracted for herein is to be provided and taken in accordance with the provisions of this Agreement and Cooperative's tariff. SAID TARIFF IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE'S OFFICES IN PERRYTON, TEXAS. Any tariff provision (including rates) may be changed by order or consent of any regulatory authority having jurisdiction thereof whether or not at the request of the Cooperative. Furthermore, the Applicant shall comply with and be bound by the provisions of the articles of incorporation, the bylaws, and such rules and regulations as may from time to time be adopted by the Cooperative. The Cooperative will endeavor to maintain adequate and complete service at all times and the Applicant agrees that, should the service be discontinued due to any reason, the Cooperative will be held harmless of any liability.

3. Payment. The Applicant will pay to the Cooperative the sum of \$5.00 that, if this application is accepted by the Cooperative, will constitute the Applicant's membership fee. The five dollars (\$5.00) will be refunded if not accepted as a member or if refused electric service. The five dollars (\$5.00) will be returned to Applicant if and when service to the premises is disconnected and all accounts for services to the premises are paid. **Applicant agrees to pay all reasonable attorney fees and legal costs necessary for the collection of Applicant's account.** Periodically, Cooperative will send to Applicant an invoice for services rendered. Applicant agrees to pay the total amount shown on such invoice within sixteen (16) days from its date. All

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section IV	Sheet No. 2
		Revision	Page
<u>SECTION TITLE:</u>  FORMS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

amounts for power and other accounts due are payable at the office of the Cooperative, Highway 83 North, P.O. Box 1008, Perryton, Ochiltree County, Texas.

4. Term. This Electric Service Agreement shall continue in force for an initial term of \_\_\_\_\_ years from the date service is made available by the Cooperative to the Applicant. After the initial term, this agreement may be terminated by either party giving notice. The Applicant will pay a minimum bill of \$\_\_\_\_\_ per month, for a period of sixty (60) months, or a minimum annual bill of \$\_\_\_\_\_ for a period of five (5) years, irrespective of the amount of electricity consumed, even if none is consumed. The contract for electric service shall continue in force thereafter until canceled by either party giving at least thirty (30) days written notice to the other.

5. Breach. Upon failure to make payment or perform any obligation under this Agreement the Cooperative shall have the right to discontinue service as well as seeking any remedies provided by law. The Cooperative's LIABILITY is LIMITED as provided in its Tariff.

6. Member's Installation. Applicant warrants that Applicant's installation (including all conductors, switches, equipment, wiring, and protective devices of any kind) is constructed and will be maintained in accordance with the National Electrical Safety Code of The American Standards Association as well as applicable laws or ordinances. The Applicant shall immediately repair any unsafe wiring condition.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Applicant and Cooperative for the service herein described. Applicant agrees the Cooperative, its agents and employees, have made no representations, promises, or any inducements, written or verbal, which are not contained herein.

8. Amortization of Line Extension Cost. In addition to the minimum charge stated in the applicable rate schedule, Applicant agrees to pay \$ \_\_\_\_\_ per month during the initial term of this Agreement to amortize line extension costs.

9. Aid to Construction. Applicant shall make a non-refundable contribution in aid of construction in the amount of \$ \_\_\_\_\_.

10. Third Party Agreement. The Applicant assumes full responsibilities for any agreements made with a third party concerning this application or use of electric energy at this location and will hold the Cooperative harmless in these actions.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section IV	Sheet No. 3
		Revision	Page
<u>SECTION TITLE:</u>  FORMS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

11. Protection of Cooperative Property. The Applicant will protect the property of the Cooperative located on the above-described premises and will notify Cooperative of any damage to property as soon as possible.

12. No Personal Liability. The Applicant, by paying a membership fee and becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that under the law his private property is exempt from execution for any such debts or liabilities.

13. Right-of-Way. The Applicant agrees to give the Cooperative an easement to go upon the lands of the Applicant, as heretofore described in this Agreement.

14. Right-of-Way Across Third-Parties. Applicant agrees to grant or secure to the Cooperative, at Applicant's expense, an easement to go upon the lands of third-parties as may be required to permit the Cooperative to provide service to the Applicant. Said easement to be in a form as set forth in Section IV of the Cooperative's tariff.

15. Amendment. This Agreement may be amended only by an instrument in writing signed by the parties.

16. Choice of Law, Venue. This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County for Performance, except as otherwise provided by applicable law.

17. Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

18. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section IV	Sheet No. 4
		Revision	Page
<u>SECTION TITLE:</u>  FORMS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

19. No Special Relationship. The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

20. Waiver of Consumer Rights. APPLICANT WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ. OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, MEMBER VOLUNTARILY CONSENTS TO THIS WAIVER.

21. Mediation/Arbitration. If a dispute arises from or relates to this Agreement or any breach thereof, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator mutually selected by the Applicant and Cooperative, but in the absence of such mutual selection, then by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement, or breach thereof shall be settled by arbitration by the American Arbitration Association. Further, any arbitration proceedings shall be governed by the arbitration laws of the State of Texas then in effect.

All fees and expenses of any mediation/arbitration proceedings shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

In the event of arbitration, the arbitrator will have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual damages and may not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of this Agreement.

Judgment of any Court in Ochiltree County, Texas, having jurisdiction may be entered upon the award of the Arbitrator.

Any mediation or arbitration proceedings shall be conducted in Ochiltree County, Texas.

22. Service Irregularities. IRREGULARITIES IN SERVICE SUCH AS VOLTAGE SURGES MAY OCCUR. APPLICANT IS RESPONSIBLE FOR INSTALLING AND MAINTAINING DEVICES WHICH PROTECT APPLICANT'S INSTALLATION, EQUIPMENT, AND PROCESSES DURING PERIODS OF ABNORMAL SERVICE CONDITIONS.

23. Limitation of Liability for Service Interruption, Irregularity, and Force Majeure. The Cooperative shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and wave form fluctuations occasioned by causes reasonably beyond the control of

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section IV	Sheet No. 5
	Revision	Page
<u>SECTION TITLE:</u>  FORMS  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

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

24. Rate of Scheduling. \_\_\_\_\_

25. Type of Load to be Connected. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

26. Limitation of Liability. THE COOPERATIVE SHALL NOT BE LIABLE FOR INJURY TO PERSONS OR DAMAGES TO PROPERTY (INCLUDING, WITHOUT LIMITATION, APPLICANT'S REALTY, EQUIPMENT OR GROWING CROPS) RESULTING FROM THE INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF ANY ELECTRICAL SERVICES OR FACILITIES SITUATED UPON APPLICANT'S PROPERTY, UNLESS SUCH INJURIES OR PROPERTY DAMAGES ARE CAUSED BY THE NEGLIGENCE OF THE COOPERATIVE. THE APPLICANT HEREBY WAIVES ANY CLAIM FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY AND HEREBY AGREES TO HOLD THE COOPERATIVE HARMLESS THEREFROM, EXCEPT THOSE INJURIES OR DAMAGES CAUSED BY THE NEGLIGENCE OF THE COOPERATIVE.

Dated: \_\_\_\_\_, 20\_\_\_\_

APPLICANT: \_\_\_\_\_

Name and Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name and Title of Person \_\_\_\_\_  
 Authorized to Sign Contracts \_\_\_\_\_

(Please print)

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section IV	Sheet No. 6
		Revision	Page
<u>SECTION TITLE:</u>  FORMS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

ACCEPTED:

NORTH PLAINS ELECTRIC  
COOPERATIVE, INC.

By \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_, 2\_\_\_\_



<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service	Section IV	Sheet No. 7
	Revision	Page
<u>SECTION TITLE:</u>  FORMS  APPLICABLE TO ALL AREAS	Effective Date: January 1, 2013	

402. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS

STATE OF TEXAS                               §  
  §                       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF \_\_\_\_\_               §

That the undersigned, hereinafter called "Grantor" (whether one or more) for good and valuable consideration including the approval and execution of an Electric Service Agreement by NORTH PLAINS ELECTRIC COOPERATIVE, INC. (hereinafter called the "Cooperative"), does hereby covenant access to and grant, sell, and convey unto the Cooperative an easement and right-of-way upon and across the following described property of Grantor:

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The right-of-way, easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead or underground), including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating electric lines, transmission or distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress.

The easement rights herein described shall be no broader than reasonably necessary to provide electric and other utility service. The width of the easement shall be \_\_\_\_\_ feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities. The height of the easement shall be from fifteen (15) feet beneath the surface of the ground to a height of 70 feet above the ground.

The easement, right, and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to contract and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear the right-of-way of all obstructions, to cut and trim trees within the right-of-way or chemically treat trees or shrubbery with herbicides.

<p style="text-align: center;"><b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service</p>		Section IV	Sheet No. 8
		Revision	Page
<p><u>SECTION TITLE:</u></p> <p>FORMS</p> <p>APPLICABLE TO ALL AREAS</p>		<p>Effective Date: January 1, 2013</p>	

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

WITNESS \_\_\_\_\_ HAND, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE STATE OF TEXAS )  
) )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

\_\_\_\_\_  
(Printed or Stamped Name of Notary)

My Commission Expires: \_\_\_\_\_

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section IV	Sheet No. 9
		Revision	Page
<u>SECTION TITLE:</u>  FORMS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

NORTH PLAINS ELECTRIC COOPERATIVE, INC.  
Perryton, Texas.

403. DEFERRED PAYMENT AGREEMENT

I, the undersigned, promise to pay to the order of NORTH PLAINS ELECTRIC COOPERATIVE, INC., Perryton, Texas, \$\_\_\_\_\_ monthly on my outstanding bill of \$\_\_\_\_\_. Each installment shall be paid on or before the fifteenth (15<sup>th</sup>) day of each month with the first installment of \$\_\_\_\_\_ due on \_\_\_\_\_, and the final installment of \$\_\_\_\_\_ due on \_\_\_\_\_.

Service will not be discontinued for non-payment of previous billing if Member pays current bills in addition to the foregoing sums. Failure to make payments as stipulated above, or failure to pay in full all current and future electric bills shall constitute grounds for disconnection of electric service without further negotiation.

IF YOU ARE NOT SATISFIED WITH THIS AGREEMENT DO NOT SIGN. IF YOU DO SIGN THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO DISPUTE THE AMOUNT DUE UNDER THE AGREEMENT, EXCEPT FOR THE COOPERATIVE'S FAILURE OR REFUSAL TO COMPLY WITH THE TERMS OF THIS AGREEMENT.

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date \_\_\_\_\_

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section IV	Sheet No. 10
		Revision	Page
<u>SECTION TITLE:</u>  FORMS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

NORTH PLAINS ELECTRIC COOPERATIVE, INC.  
Perryton, Texas

404. GUARANTEE TO PAY BILLS FOR ELECTRICAL SERVICE

Pursuant to the tariff regulations of North Plains Electric Cooperative, Inc. I, \_\_\_\_\_, promise to pay to NORTH PLAINS ELECTRIC COOPERATIVE, INC., at Perryton, Texas, all bills for electrical service as rendered. Payment shall be made promptly following receipt of billing and shall be paid on or before sixteen (16) days from the date of issuance by the Cooperative.

Date: \_\_\_\_\_

**SURETY AGREEMENT:**

The undersigned, as Surety for the payment of the above Guarantee, does hereby agree to Guarantee the payment as hereinabove stated. Surety agrees to pay to the Cooperative the total amount shown on each bill issued to the aforesigned person. Such payment shall be made upon demand.

\_\_\_\_\_  
Surety

Date: \_\_\_\_\_

<b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b> Tariff for Electric Service		Section IV	Sheet No. 11
		Revision	Page
<u>SECTION TITLE:</u>  FORMS  APPLICABLE TO ALL AREAS		Effective Date: January 1, 2013	

405. **AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF COGENERATION OR SMALL POWER PRODUCTION INSTALLATION**

The Agreement Form is contained in the Cooperative's "Distributed Generation Operating Manual."

<p style="text-align: center;"><b>NORTH PLAINS ELECTRIC COOPERATIVE, INC.</b>  Tariff for  Electric Service</p>		Section IV	Sheet No. 12
		Revision	Page
<p><u>SECTION TITLE:</u>  FORMS  APPLICABLE TO ALL AREAS</p>		<p>Effective Date: January 1, 2013</p>	

406. ADDENDUM TO AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF COGENERATION OR SMALL POWER PRODUCTION INSTALLATION

The Agreement Form is contained in the Cooperative's "Distributed Generation Operating Manual."