

May 14, 2025

A division of Bartlett Electric Cooperative, Inc.

SUBJECT: Request for New Electric Service

Dear City of Killeen

Thank you for your recent request for electric service. We are looking forward to serving you in the near future. We will require the following items to be taken care of before the job will be scheduled.

- Copy of driver's licenses
- Application for Membership and/or Agreement for Electric Service
- \$300.00 deposit or credit check
- \$44,199.59 estimated aid to construction
- XFMR PAD installed (please notify office when complete)
- Trench/Pipe cleared (please notify office when complete)
- 1 Easement (s) along with legal description and must be notarized

The full amount of \$44,199.59 must be paid before construction can start, plus any additional fees listed above. In addition, a \$25.00 connect fee (per meter) will be added to your first bill. BEC requires a membership application for every meter that is set out in the field. If we have not received the application and payment by August 14, 2025 at 4:59pm your job will be voided and you will be required to set up and pay for another appointment.

In accordance with BEC Power line extension policy after we receive payment you will have 180 days to complete all the remaining items above, if they are not completed within 180 days of your payment your request for new service will be cancelled and refunded less any actual incurred costs. You will then be required to restart the process.

If we can be of any assistance to you, please call our office at 254-527-3551.

Sincerely,

BEC Power Member Services

27492 State Highway 95 • Bartlett, TX 76511 www.bartlettec.coop

Invoice



27492 Hwy 95
Bartlett, TX 76511
Phone: (254)527-3551
Fax: (254)527-3221

SOLD TO: City of Killeen Chaparral Rd

Invoice No	
Invoice Date	
Account No	120601
Map Location	4444077 88
Work Order No	2023512

VALID UNTIL: August 14, 2025 @ 4:59 PM

Quantity	Unit	Description of Item	Un Price	Amount
1		Estimated Aid to Construction		\$44,699.59
1		BEC Aid to Construction Contribution		-500.00
		City of Killeen - Pump Station		
			-	
		Subtotal		\$44,199.59
		Tax		\$44,199.55
		Total		\$44,199.59

Questions concerning this Invoice? Call: Drew Abbe 254-527-3815

MAKE ALL CHECKS PAYABLE TO:

Bartlett Electric Cooperative,	Inc	1	
27492 Hwy 95			
Bartlett, Texas 76511			



Application for Membership and/or Agreement for Electric Service

The undersigned, (hereinafter "Applicant") hereby applies for membership in, and agrees to purchase electric service from BEC Power (a division of Bartlett Electric Cooperative, Inc.), hereinafter "Cooperative", upon the following terms and conditions:

- 1. <u>Membership Fee.</u> The Applicant will pay to the Cooperative the sum of \$25.00, which, if this application is accepted by the Cooperative, will constitute the Applicant's membership fee. Only one membership and membership fee is required per applicant, regardless of the number of services requested.
- 2. <u>Payment.</u> Except as may be otherwise permitted pursuant to the Cooperative's Distributed Generation policies, tariffs, rules and regulations, or electric energy generated by backup generation on the premises, the Applicant shall purchase from the Cooperative all electric energy used upon the premises at Applicant's point of service and shall pay therefore upon terms and conditions which will be determined from time by the Board of Directors of the Cooperative, in accordance with the bylaws of the Cooperative. The Applicant agrees that if the account is not paid when due and the Cooperative retains an attorney or collection agency to collect any amounts due under this application, the Applicant agrees, subject to applicable law, to reimburse the Cooperative the fees charged by any collection agency, which may be based on a percentage at a maximum of 35% of the debt, and all costs, expenses and fees, including reasonable attorneys' fees, the Cooperative incurs in such collection efforts. Checks are not accepted for initial deposits.
- 3. <u>Access.</u> For each service location requested, the Applicant shall grant the Cooperative an easement, utilizing the Cooperative's easement form, granting the Cooperative all rights that the Cooperative, in its sole discretion, deems necessary for the Cooperative to construct, operate, and maintain facilities to provide service to the Applicant. No electric service shall begin at any service location requested by the Applicant until such easement form for that service location has been received by the Cooperative and the Cooperative has reviewed it and deemed it legally valid. The legal validity of the easement form shall be at the sole discretion of the Cooperative.
- 4. <u>Compliance</u>. The Applicant will comply with and be bound by the Articles of Incorporation and bylaws of the Cooperative, its approved tariffs, and such rules and regulations as may from time to time be adopted by the Cooperative or any governmental or regulatory authority having jurisdiction thereof.
- 5. <u>Liability</u>. The Applicant, by becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that the Applicant's private property is exempt from execution for any such debts or liabilities.
- 6. <u>Term.</u> The acceptance of this Application, and the furnishing of the service by the Cooperative to the Applicant, shall constitute an acceptance of the above offer to purchase electric service, and this agreement between the Applicant and the Cooperative shall continue in force until such time as the Cooperative no longer provides service to the Applicant.
- 7. <u>Breach</u>. Upon the Applicant's failure to make payment or perform any obligation under this agreement, the Cooperative shall have the right to discontinue service as well as other remedies that may be available at law or in equity.
- 8. <u>Contribution-in-Aid-of-Construction</u>. The Applicant may be required to make a non-refundable contribution-in-Aid-of-Construction for line extensions or facility upgrades needed to comply with this service request.
- 9. <u>Service</u>. The Cooperative agrees to use reasonable diligence to provide electric service to a point of delivery at the Applicant's location. The Cooperative's liability is limited as provided in its tariff.
- 10. <u>Contract</u>. Requests for large or unusual service may require a supplemental contract to be executed stipulating additional terms and conditions.

Applicant(s) Initials

Application: 09.28.23

Applicant

Co-Applicant

Applicant				Co-Applica	ΠL			
Name (Please Print)				Name (Please Print	t)			2
Driver's License #		State		Driver's License #			Sta	ate
Social Security #		Date of Birth		Social Security #			Da	te of Birth
Email Address:				Email Address:				
Home Phone#	Cell Phone#	Work Phone#		Home Phone#	Cell I	Phone#	Work P	hone#
Ethnic Group: Please select Asian Pacific Islander/ American Indian/Alaska	N. Hawaiian 🗖 African			Ethnic Group: Please se Asian 🛛 Pacific Island American Indian/Alas	der/N. Hawaiian	es: African Ar White/Caucasian	nerican 🛛 His 🗆 Prefer No An	
Ourse size time /Common		ation is for Business (C						
Organization/Compar	ny Name: 	Contact Name & I	Phone Nur	nber: 	Federal	ID #		
		**Applicant	t's Curr	ent Information:				
Address				Phone #		····		
City		a.	State			Zip Code		
		**S	Service 4	Address:				
Own Rent (if Owners Name?):	renting, what is Propert	y Date to Connect:	Ad	iress				
City				2	State		Zip Code	
<u> </u>		**Mailing Address: (i	f Diffor	ent from Service	Address)		<u> </u>	
Address			Diffe		Addressy			
City			State	-		Zip Code		
***** D o not	check my credit	Please check my cre	e <u>dit</u> (driv	ver's license and s	ignature(s)	required))	<u></u> .	
Applicant's Sign (must save to computer to c	nature c-sign)	Date	-	Co-Applican (must save to comput	t's Signatus ter to c-sign)	re		Date
********	*****	*****	*****	*******	******	******	******	******
Office Use Only	y:			Fees	:			
Account #	T	RNSFER/RECNCT DA	ATE:	Depos	sit	\$		
# of Security Ligh	nts			Mem	bership	\$	25.00	
Connect Security	Light(s)?	No		Aid-o	of-Constructi	ion \$		
				Тота	L DUE	\$		
				🗌 Ca	sh 🗌 Check	Credit C	Card	

BEC Power (a division of Bartlett Electric Cooperative, Inc.)

Date

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Dear Bartlett Electric Member:

A division of Bartlett Electric Cooperative, Inc.

One of our primary goals at Bartlett Electric is to provide safe, reliable, low-cost electric service to all of our members. One of the processes to achieve that goal is to make sure that vegetation (i.e., trees, bushes, grasses, etc.) does not contact our electric facilities. Vegetation management is something we have always done, but we have recently engaged Pannell Co. to complete a vegetation management project across Bartlett's entire electric service territory.

We understand that sometimes our members don't want their vegetation trimmed or removed for aesthetic or visual barrier reasons, but vegetation management is necessary, industry accepted and critical to our goal of providing safe, reliable, low-cost electric service to all of our members. And it's something for which we both have responsibility.

Bartlett's responsibility. Vegetation management allows Bartlett to provide safe, reliable, low-cost electric service, and protect its employees, in the following ways:

- Reduce the number and duration of electricity outages caused by vegetation growing into power lines, especially in windy and icy conditions.
- Eliminate a means for rodents, snakes, pets, and other animals to climb into the power space causing outages and injury.
- Avoid injury or death to livestock, pets, wildlife or persons from downed power lines due to insufficient vegetation management.
- Improve employee safety and efficiency by allowing Bartlett employees to see, and have access to, power lines and other electric facilities when performing maintenance or power restoration work.
- Reduce electricity line loss (which increases members' electricity costs) caused by vegetation contacting Bartlett's electric facilities.
- Reduce maintenance and power restoration costs (which increase members' electricity costs) caused by downed power lines.

<u>Member's responsibility</u>. As a cooperative, we all work together for the greater good of the members and the cooperative as a whole. Not only will cooperating with our vegetation management efforts provide to you, the other members and Bartlett's employees the benefits described above, your cooperation is your responsibility.

By becoming a Bartlett member, you agreed to comply with the cooperative's articles of incorporation, bylaws and service rules and regulations (which includes Bartlett's tariff for electric service). Among other things, Bartlett's tariff requires that each member allow access to the member's premises to perform activities necessary to provide and maintain electric service, including tree trimming and tree removal where such trees constitute a hazard to Bartlett's employees or facilities or jeopardize the provisions of continuous electric service.

We appreciate your cooperation with our vegetation management efforts. If you have any questions, please feel free to contact us at (254) 527-3551.

Bryan Lightfoot General Manger / CEO

ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS

Map # _4444077 88____ WO # __2023512____

STATE OF TEXAS	
COUNTY OF	

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KNOW ALL MEN BY THESE PRESENTS:

That _______, of _______ County, Texas (hereinafter referred to as "Grantor," whether one or more), is the owner of record of the real property described in the attached Exhibit "A" and incorporated herein by this reference (the "Grantor's Property"), and for the provision of electric service or other good and valuable consideration received, the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas non-profit electric cooperative corporation, whose mailing address is P.O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an easement and right-of-way for one or more electric lines and communication devices and/or lines for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths (the "Easement"), on, over, under, across, along and upon that portion of the Grantor's Property described and depicted in the attached Exhibit "B" and incorporated herein by this reference (hereinafter referred to as the "Easement Property").

The Easement and its rights and privileges herein granted shall include the right of pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Electric Utility Easement and Covenant of Access (this "Easement Agreement"), together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to access the Easement Property and provide electric utility service including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement Property of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement Property or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction, including, but not limited to,

impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement Property that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement Property of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on the Easement Property as well as all damages, if any, to the Easement Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the Easement Property clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of the Grantor's Property and has the right to execute this Easement Agreement. Grantor further warrants that there are no liens existing against the Grantor's Property other than the following liens:

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon the Easement Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of the Easement Property by the Cooperative and not by removal of any or all of the Cooperative's facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

Grantor

Grantor

[The remainder of this page is left intentionally blank]

ACKNOWLEDGMENT

THE STATE OF TEXAS	§ §				
COUNTY OF	9 §				
This instrument was acknowledged before me on by, the person(s)	the named as (day of Grantor(s) on the f	irst page of this	, 20, s document.	
	_	Notary Put	olic, State of Te	xas	
THE STATE OF TEXAS	§ §				
COUNTY OF	Ş				
This instrument was acknowledged before me on	the	day of		_, 20,	. .
This instrument was acknowledged before me on by	<u>[name]</u> Fexas bility partn of entity].	ership], on behalf	of said	the of entity – $e_{.k}$	[title] g.,
		Notary	Public, State of	Tayas	
		-	-		
**************************************		ED SPACE BELC			OUNTY

Exhibit "A"

Legal Description of the Grantor's Property

[To be attached.]



Bartlett Electric Cooperative, Inc.

Exhibit "C"

SUPPLEMENTAL CONTRACT FOR ELECTRIC SERVICE

Agreement made <u>May 14, 2025</u>, between Bartlett Electric Cooperative, Inc. (hereinafter called the "Cooperative") and <u>City of Killeen</u>, (hereinafter called the "Consumer"), a corporation, partnership, individual (strike inapplicable designations.)

The Cooperative agrees to sell and deliver to the Consumer, and the Consumer agrees to purchase and receive from the Seller, all of the electric power and energy which the Consumer may need at 4444077 88 up to 1000KW, upon the following terms and conditions:

1. Service Characteristics

Service hereunder shall be alternating current, $\underline{3}$ phase, 60 cycles, and $\underline{277/480}$ volts.

2. Billing and Payments

Billing for services rendered and payments due will be governed by the terms and conditions as set forth in the Rules and Regulations, and Tariffs of the Cooperative as amended from time to time by the Cooperative's Board of Directors. A copy of currently approved Rate Schedule <u>706</u> is attached and made a part of this agreement.

3. Minimum Bill

Notwithstanding any provisions of the current applicable Rate Schedule, the minimum bill per month shall be $\frac{2,600.00}{2}$.

4. Continuity of Service

The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy, but if such supply shall fail or be interrupted, or become defective through acts of God or public enemy, or by accident, strikes, labor troubles, or by action of the elements, or inability to secure the rights-of-way, or other permits needed, or for any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable therefore. Should Customer require three-phase service, Customer is responsible for installing and maintaining protective devices as are necessary to protect Customer's equipment or process from damage resulting from loss of service or one or more phases.

THE COOPERATIVE MAKES NO WARRANTIES WHATSOEVER WITH REGARD

TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COOPERATIVE SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES DUE TO THE FAILURE TO PROVIDE ELECTRIC SERVICE TO THE CONSUMER FOR ANY REASON.

Bartlett Electric Cooperative, Inc. Supplemental Contract for Electric Service

5. <u>Term</u>

This contract shall become effective on the date service is first delivered hereunder by the Cooperative to the Consumer, and shall remain in effect for a period of $\underline{2}$ year(s) and thereafter until terminated by either party giving to the other $\underline{30}$ day's notice in writing.

6. Succession

This contract shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto, but no voluntary assignment by the Consumer shall be made without the prior written consent of the Cooperative.

7. Consumer's Equipment

All of the Consumer's electric system connected to the Cooperative's distribution system shall be installed and maintained in accordance with the requirements of the latest revisions of the National Electric Code, National Electrical Safety Code, and/or governmental authorities having jurisdiction thereof. In the event of a conflict between the National Electric Code, the National Electrical Safety Code, and any governmental authority, the most stringent will govern. The Cooperative reserves the right to refuse to connect to any wiring or equipment which does not meet these requirements, and the Cooperative may, without advance notice, discontinue service to Consumer when a defective condition of wiring or equipment up the premise of the Consumer is discovered.

Connection of the Cooperative's service to the Consumer's wiring or equipment shall not imply that such an inspection has been made, and the Cooperative is under no obligation to make an inspection of such wiring or work, either before or after making connection therewith.

8. Consumer's Use of Electric Service

a. Electric power used by the Consumer in conjunction with this contract shall be used in such a manner as to not cause objectionable voltage fluctuations or other electrical disturbances on the Cooperative's system. The Cooperative may require the Consumer, at the Consumer's expense, to install such corrective measures as will reasonably limit such fluctuations or disturbances.

If the Consumer fails to install said equipment within a reasonable amount of time, the Cooperative may discontinue service to the Consumer upon giving written notice to the Consumer. Such discontinuance of service shall not relieve the Consumer of any obligations under this contract.

b. The Consumer shall not the use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power, and shall not resell electric power and energy purchased hereunder.

Bartlett Electric Cooperative, Inc. Supplemental Contract for Electric Service

9. Special Conditions

If required by the Cooperative, the following appropriate subsections will be marked and the blanks completed, before service is extended:

- \boxtimes a. The Consumer will make a non-refundable contribution-in-aid-of-construction in the amount of \$ <u>44,199.59</u> before connection of service, or construction commences.
- c. The power factor shall be maintained at <u>97</u> % or above to avoid adjustment of the metered peak demand by the ratio of the minimum allowed peak power factor (97%) over the peak power factor if measured lower than 97% at the time when the metered peak demand occurs during any billing cycle where applicable.
- d. Completion of Attachment 1, "Special Contract Amendments", attached hereto and by this reference is made a part hereof.

	Consu	mer	
	By:	Consumer	
THE STATE OF TEXAS § S COUNTY OF §		Title of Officer	
This instrument was acknowledged before me on the		day of	, 20,
Notary		State of Texas ett Electric Cooperative, Inc.	
	By:	Cooperative Representative	
		Title	
		Date	

Т	ariff for Electric Service	
4		
SECTION TITLE:	Section No. II	Sheet No. 24
RATE SCHEDULES	Approved on:	May 22, 2007
	Effective Date:	August 1, 2007
APPLICABLE TO ALL AREAS	Enterne Bate	
	Revision Date:	05.26.2022

202.406 Rate Schedule 406 – Large Commercial/Industrial Service 300 kW to 1000 kW and 1000 kVA or less installed

Additional Rate Schedu	les Description
406-C	Large Commercial/Industrial Service College Discount 300 kW to
	1000 kW and 1000 kVA or less installed
706	Public Authority Large Commercial/Industrial Service 300 kW to
	1000 kW and 1000 kVA or less installed

A. <u>Availability</u>

Available for commercial/industrial service (e.g. pumping stations, mining and processing operations, etc.) use where 300 kW or larger of metered demand is required and 1000 kVA or less installed. Service will be furnished under this rate schedule subject to the established rules and regulations of the Cooperative. After a minimum of 12 consecutive billings under this schedule with metered demands less than 300 kW, written request for service under a different schedule may be granted if use meets availability criteria.

B. <u>Type of Service</u>

Alternating current (AC), 60 hertz; three-phase, 120/240, 120/208, 277/480, 240/480, 347/600 volts as available at the point of delivery.

BARTLETT ELECTRIC COOPERATIVE, INC.

1	ariff for Electric Service	
SECTION TITLE:	Section No. II	Sheet No. 25
RATE SCHEDULES	Approved on:	December 28, 2023
	Effective Date:	January 1, 2024
APPLICABLE TO ALL AREAS		
	Revision Date:	12.28.2023

C.

Customer Charge: Demand Charge: Energy Charge:

\$180.00 per month \$10.00 per kilowatt of billing demand \$0.07900 per kWh

D. Minimum Charge

Rate

The minimum monthly charge shall be the greater of the following, and will be in addition to any tax, or billing adjustment charges:

- 1. The minimum specified in any special contract, Agreement for Electric Service, or
- 2. A charge of \$2.60 per installed transformer capacity, or
- 3. The Customer charge