

SUPPLEMENTAL CONTRACT FOR ELECTRIC SERVICE

Agreement made August 14, 2024, between Bartlett Electric Cooperative, Inc. (hereinafter called the "Cooperative") and City of Killeen Fire Station 4, (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 4444067 72 up to 300KW, upon the following terms and conditions:

1. Service Characteristics

Service hereunder shall be alternating current, 3 phase, 60 cycles, and 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 703 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 \$ 780.00.

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. Term

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 2 year(s) and thereafter until terminated by either party giving to the other 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 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:

- a. The Consumer will make a non-refundable contribution-in-aid-of-construction in the amount of \$ 38,123.63 before connection of service, or construction commences.
- b. All electric motors used in conjunction with this Contract shall be rated at _____ horsepower or less, and will be staged to allow only _____ motor(s) above _____ horsepower to start at one time. All motors above _____ horsepower will be equipped with reduced voltage starting equipment.
- c. The power factor shall be maintained at 97 % 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.

 Consumer

By:

 Consumer

 Title of Officer

THE STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____,

by _____.

 Notary Public, State of Texas

Bartlett Electric Cooperative, Inc.

By:

 Cooperative Representative

 Title

 Date

BARTLETT ELECTRIC COOPERATIVE, INC.		
Tariff for Electric Service		
<u>SECTION TITLE:</u>	Section No. II	Sheet No. 17
RATE SCHEDULES	Approved on:	May 22, 2007
APPLICABLE TO ALL AREAS	Effective Date:	August 1, 2007
	Revision Date:	05.26.2022

202.403 Rate Schedule 403 - Large General Service 25 kW to less than 300 kW and less than 1000 kVA installed

Additional Rate Schedules	Description
403-C	Large General Service College Discount 25 kW to less than 300 kW and less than 1000 kVA installed
703	Public Authority Large General Service 25 kW to less than 300 kW and less than 1000 kVA installed

A. Availability

Available for general service use (e.g. schools, office parks, churches, etc.) where 25 kW or larger of metered demand is required, but less than 300 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the Cooperative. If the actual metered demand is 300 kW or more for two occasions within the most recent twelve billing periods, service is no longer available under this rate schedule. After a minimum of 12 consecutive billings under this schedule with metered demands less than 25 kW, written request for service under a different schedule may be granted, if use meets availability criteria.

BARTLETT ELECTRIC COOPERATIVE, INC.		
Tariff for Electric Service		
<u>SECTION TITLE:</u>	Section No. II	Sheet No. 18
RATE SCHEDULES	Approved on:	March 30, 2023
APPLICABLE TO ALL AREAS	Effective Date:	April 1, 2023
	Revision Date:	03.30.2023

B. Type of Service

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

C. Rate

Customer Charge:	\$75.70 per month
Demand Charge:	\$6.50 per kilowatt of billing demand
Energy Charge:	\$0.09436 per kWh

D. Minimum Charge

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

E. Billing Demand

1. Billing demand is the rate at which energy is used and is the maximum kilowatt demand for any period of fifteen consecutive minutes during the billing period as adjusted for power factor, but not less than the highest of the following:

- a. 75% of the peak demand measured in the twelve-month period ending with the current month, or
- b. The minimum demand specified in any contract or Agreement for Electric Service

BARTLETT ELECTRIC COOPERATIVE, INC.

Tariff for Electric Service

<u>SECTION TITLE:</u>	Section No. II	Sheet No. 19
RATE SCHEDULES	Approved on:	August 21, 2008
APPLICABLE TO ALL AREAS	Effective Date:	September 1, 2008
	Revision Date:	05.26.2022

F. Terms of Payment

Each bill for utility service, regardless of the nature of the service, is due 16 days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received in the office of the Cooperative on or before the date such bill is due, the Customer's account will be considered delinquent and subject to disconnection in accordance with the rules and regulations of the Cooperative.

G. Billing Adjustments

This rate is subject to all billing adjustments.

H. Special Contract or Agreement for Service

If unusual load requirements or characteristics are requested by Customer, a supplemental contract with a fixed term may be required by the Cooperative.

I. Seasonal Service

Customers requiring seasonal service shall contract for such services to assure adequate compensation for the facilities made available. The minimum period for such service under this rate schedule shall be twelve (12) months. Payment of the minimum annual charge shall be no later than reconnect date.

BARTLETT ELECTRIC COOPERATIVE, INC.

Tariff for Electric Service

<u>SECTION TITLE:</u>	Section No. II	Sheet No. 20
RATE SCHEDULES	Approved on:	August 21, 2008
APPLICABLE TO ALL AREAS	Effective Date:	September 1, 2008
	Revision Date:	05.26.2022

J. Power Factor

The Customer agrees to maintain unity power factor as nearly as practicable. Demand charges are subject to adjustment for Customers with 200kW or more of metered peak demand to correct for measured peak power factors lower than 97% at the time the metered peak demand occurs. Metered peak demand may be increased by the ratio of the minimum allowed measured peak factor (97%) over the peak power factor measured lower than 97% at the time when the metered peak demand occurs during any billing cycle for applicable customers.

K. Taxes

The Customer shall pay any sales, use, franchise, or other tax now or hereafter applicable to the service rendered, or imposed on the Cooperative as a result of such service; however, no such tax will be charged if the Customer has furnished to the Cooperative evidence of the Customer's exemption from liability from any or all such taxes.