



ELECTRIC SERVICE POLICY

ADOPTED BY THE

GEUS BOARD OF TRUSTEES

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LETTER FROM THE GEUS BOARD OF TRUSTEES

To Our Customers:

GEUS values each of its customers/owners. As a non-profit municipal utility, GEUS considers it an integral element of our mission to provide our customers with the best possible service at the lowest possible cost. We continually strive to improve our system and our service to you. As a customer/owner of GEUS, your opinions and input are valuable to our operation. Your questions, comments or suggestions are genuinely solicited.

The Service Rules and Regulations contained in this policy manual are designed for the benefit and protection of our customers and GEUS. They outline the rights and obligations of both parties. The establishment of these Service Rules and Regulations in written form assures both customers and employees that the GEUS System is being administered equitably and consistently in accordance with the wishes of the governing body and in compliance with the Laws of the State.

These Service Rules and Regulations are a part of your application and agreement for electric service with GEUS. Revisions to this Service Policy Manual were discussed and approved in open session of the GEUS Board of Trustees. This current edition supersedes any previous version. It will be periodically reviewed and modified as necessary.

If you have any questions about these terms and conditions or your electric service, please write the GEUS Customer Service office at 2810 Wesley Street, Greenville, Texas 75401, email customerservice@geus.org or telephone 903-457-2800.

Sincerely,

GEUS Board of Trustees

INTRODUCTION

This manual is available to contractors, architects, builders, developers, engineers and customers to acquaint them with GEUS' electric policies and requirements for obtaining new service and the associated meter installations and for removing, adding to or relocating service and meter installations due to remodeling.

The standards herein are not intended to conflict in any way with national codes or any regulations of state regulatory bodies, but are intended to supplement these and to clarify certain service requirements for maintaining safe, satisfactory, and dependable service to the customer.

It is necessary to always refer to and comply with statutes and local ordinances. The information contained herein is general and does not include every detail or every lawful requirement.

It is expected that this manual will cover in detail most of the conditions that will occur. Where conditions arise that this manual does not cover, a phone call or letter to GEUS will bring individual attention to your specific installation.

The policies contained herein supersede all previous electric service policies adopted by GEUS. If any section, clause, provision or portion of this policy shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section clause, provision or portion of this policy.

No officer, agent or employee of GEUS has authority to waive or modify the provisions contained herein unless specifically authorized to do so by the GEUS Board of Trustees. The GEUS Board of Trustees may revise these policies at any time and may modify or suspend any portion of it temporarily or permanently.

These Service Rules and Regulations outline the rights and obligations of both GEUS and its customers. They are designed for the benefit and protection of both parties to the application or contract for electric service. In order that all customers may receive uniform, efficient and adequate electric service, all customers who have applied for, or are receiving, electric service from GEUS, shall be subject to the conditions stated herein.

GEUS' rate schedules and these Service Rules and Regulations have been approved by the GEUS Board of Trustees and are available for inspection at GEUS' Customer Service Center located at 2810 Wesley, Greenville, Texas and are available online at www.geus.org. These Service Rules and Regulations supersede all service rules and regulations previously issued by GEUS.

All applications for service must be processed through GEUS Customer Service Center, located at 2810 Wesley, Greenville, Texas, 903-457-2800. Complete details of the application procedure are contained in this manual in Section 3 – General Service Policies and in Section 5 – Customer Service Policies.

For more information concerning GEUS or its policies or procedures, contact GEUS Customer Service located at the Customer Service Center, 2810 Wesley, Greenville, Texas or call 903-457-2800.

Section 1 – DEFINITIONS

The following definitions are given for the purpose of establishing standard interpretations of the terms used in this policy. Except where specific definitions are used within a certain article or section of this policy for the purpose of such section, the following terms, phrases, words, and their derivations shall have the meaning given herein when not inconsistent with the context. Words in the plural number include the singular number and words in the singular number include the plural number. The word “shall” is mandatory and the word “may” is permissive.

1.1 Abutting Property – Any property that is immediately adjacent to or contiguous with or that is located immediately across any road, public right-of-way or easements from the subject property.

1.2 Additional Facilities or Structures – Any additional construction of buildings or real property appurtenances at a specific location that would create or tend to create additional demand for electric service.

1.3 Apartment – Two or more buildings constructed on a single parcel of property where each building contains at least two (2) living units or one or more buildings constructed on a single parcel of property where each building contains at least five (5) living units.

1.4 Applicant – The person, organization or corporation who signs an application form requesting electric services be made available at a specific location and thereby agrees to pay for all such services at the location. (Also see Customer)

1.5 Building – Any structure, either temporary or permanent, having a roof and used or built for the shelter or enclosure of persons, animals, vehicles, goods, merchandise, equipment, materials or property of any kind. This definition shall include, but is not limited to, tents, lunch wagons, dining cars, trailers, mobile homes, sheds, garages, carports, animal kennels, store rooms or vehicles serving in any way the function of a building as described herein.

1.6 City of Greenville – A municipal corporation hereinafter called the “City”.

1.7 Commercial Service – An electric service that is used primarily for commercial, business, or single metered multi-family housing unit. Designation will be determined by the Customer Service Supervisor.

1.8 Customer – The person, organization or corporation who receives and utilizes electric service and is responsible for payment for all electric services used at a specific location and further defined as that person, organization or corporation who signed the application requesting that electric services be made available at the specific location and thereby agreeing to pay for all usage of such services occurring at said location. (Also see Applicant)

1.9 Customer’s Installation – All service entrances, weatherheads, bus ducts, pipes, fixtures and appliances or apparatus of every kind and nature used in connection with, or forming

a part of, an installation for utilizing electric service. In general, customer's installations are located on the customer's side of the "Point of Delivery", whether such installations are owned outright by the customer or are used by the customer under lease or otherwise.

1.10 Deposit – The amount of money placed with GEUS by each customer as security for payment of the electric bill.

1.11 Developer – Any person or legal entity engaged in developing or subdividing land to which GEUS services are to be rendered by GEUS Electric. Where applicable, any individual or legal entity that applies for the extension of GEUS electric services in order to serve a certain property.

1.12 Development – A subdivision or any other parcel of land which consists of two (2) or more lots. In addition, parcels of land greater than one (1) acre for commercial projects or multiple family dwellings shall be considered as developments.

1.13 Dwelling – A house, mobile home, apartment or building used primarily for human habitation. The word dwelling shall not include hotels, motels, tourist courts or other accommodations for transients, nor shall it include dormitories, fraternities, sororities, rooming houses, business or industrial facilities.

(a) **Single Family** – A building containing not more than one (1) living unit or one (1) or more lots. Mobile homes not in approved mobile home parks are considered single family dwellings.

(b) **Single Family Attached** – Single family dwelling units constructed in such a manner that the units share a common wall and lot line with another unit. Duplexes, triplexes and quadplexes shall be considered single family attached housing units.

(c) **Duplex** – A single building containing two (2) living units constructed on one (1) or more lots.

(d) **Triplex** – A single building containing three (3) living units constructed on one (1) or more lots.

(e) **Quadplex** – A single building containing four (4) living units constructed on one (1) or more lots.

(f) **Multiple Family** – A lot in which two (2) or more living units exist. Multiple family units shall be the same as duplexes, triplexes, quadplexes, apartments, condominiums, townhouses, cottage home developments, tiny home developments and mobile homes in approved mobile home parks for the purpose of billing monthly service charges.

1.14 Electric Service – The supply of GEUS' product, "electricity", to the customer. The wire connections between the electric distribution system and the customer's wiring is a service connection and is sometimes called "a service".

1.15 Electric Service Drop – The overhead service conductors between a pole and the point of attachment to the customer's property.

1.16 Electric Service Entrance – Wire and enclosures connecting the customer's service equipment and the service drop or source of supply.

1.17 Electric Service Equipment – Equipment meeting NEC requirements usually consisting of circuit breakers or switches and fuses installed by, and at the expense of, the customer near the point of the entrance of the supply conductors to buildings or other structures and intended to constitute the main control, protection and the means of supply cut off to buildings or other structures.

1.18 Electric Service Location – The point in or on a premise where GEUS' overhead service drop or underground service lateral connects to the customer's service entrance conductors. The location is designated by a representative of GEUS.

1.19 Electric Underground Service Connection – The point at which that portion of the underground system installed and owned by the customer is connected to GEUS facilities.

1.20 Engineering Estimate – A calculation of the construction costs of a project based on GEUS' best available current estimates of costs for material and labor plus overheads for engineering, contingency and general administrative costs.

1.21 GEUS Board of Trustees – GEUS' governing body hereinafter called the "Board".

1.22 Hunt County – A county in the State of Texas hereinafter called the "County".

1.23 Individual or Person – The word "individual" or "person" includes any group of persons, firms, corporations, associations, organizations or legal entities.

1.24 Industry – Any activity involving the manufacturing or treatment of any commodity including the assembly, packaging, canning, bottling or processing of any item. To change any commodity in composition, form, size, shape, texture or appearance is deemed to be an industrial process.

1.25 Inspector or Inspection Authority – A person or agency authorized to inspect and approve electrical installation.

1.26 Living Unit – A room or rooms comprising the essential elements for a single housekeeping unit. Facilities for the preparation, storage and keeping of food for consumption within the premises, shall cause a unit to be constructed as a living unit. Those facilities need not be private from the living unit but shall be conveniently accessible to the living area.

1.27 Lot – A part of a subdivision or any other parcel of land intended as a unit for building development or transfer of ownership or both. Parcels of land less than one (1) acre for commercial projects or multiple family dwellings and parcels of land for each single dwelling shall be considered lots.

1.28 Lot Line – The property line abutting the right-of-way line or any line defining the exact location and boundary of the lot or property.

1.29 Master Meter – A meter owned by GEUS that meters electricity to multiple tenants or points of delivery. Typically used in conjunction with a sub-meter.

1.30 Meter – The metering device owned and installed by GEUS on a service line for the purpose of accurately measuring electric consumption by a customer.

1.31 Mobile Home – A detached residential dwelling designed for long term occupancy and intended to be transported after fabrication on streets and highways on its own wheels or on a flatbed or other trailer and arriving at the site where it is to be occupied as a dwelling complete and ready for occupancy, except for minor and incidental unpacking and assembly operation, location on jacks or permanent foundation connection to utilities and the like.

1.32 Mobile Home Park (approved) – A parcel of property zoned under provisions of the applicable City or County zoning regulations whose allowed and recognized use is the business of renting spaces or lots upon which mobile homes are placed and occupied as single-family dwellings and shall include any associated and allowed laundry, recreational and common facilities incidental hereto.

1.33 Motel – The term “motel” shall include the term “motor hotel”, “tourist court”, “transient m”, primarily for those persons traveling by automotive vehicles and consisting of two (2) or more units or buildings designed to provide sleeping accommodations and with customary uses.

1.34 Point of Deliver – The point of connection between the facilities of the serving utility and the premises wiring.

1.35 Power Factor – Ratio of Real (active) power to Apparent power. Real power is measured in Watts and Apparent power is measured in Volt-amperes.

1.36 Primary Meter – Meter used to measure electricity at distribution voltage (12470/7200 volts or higher).

1.37 Residential Service – An electric service that is used primarily for individually metered residential dwellings. Designation will be determined by the Customer Service Supervisor.

1.38 Rooming House – A residential building used or intended to be used as a place where sleeping or housekeeping accommodations are furnished or provided for pay to transient or permanent guests or tenants in which less than ten (10) and more than three (3) rooms are used for the accommodations of such guests or tenants, but which does not maintain a public dining room or café in the same building, nor in any building in connection therewith.

1.39 Rooming Unit – A room or rooms used as a place where sleeping or housekeeping accommodations are provided for pay to transient or permanent guests.

1.40 Secondary – That portion of the electric distribution system which distributes the energy from the secondary (low voltage) side of the distribution transformer to the customers service connection points at utilization voltage. Nominal voltages of these secondary systems are 120/240 volts delta, 240 volts, 208/120 volts wye and 480/277 volts wye.

1.41 Smart Meter – A type of electric meter that is enabled with digital communication capabilities to accurately process and confirm customer energy consumption.

1.42 Subdivision – A division of a lot, tract or parcel of land or water into two (2) or more lots, plots, sites or other subdivisions of land or water for the purpose, whether immediate or future, of sale, rent, lease, building development or other use, and which further includes the term “subdivide”, meaning to divide land by conveyance or improvement into lots, block, parcels, tracts or other portions.

1.43 Sub-meter – A meter owned by a property owner for billing individual tenant load. This meter is owned by the customer and is located on the customer's side of Point of Delivery.

Section 2 – GENERAL TERMS AND CONDITIONS

In order that all customers may receive uniform, efficient and adequate GEUS service, all customers who have applied for, or are receiving electric service from GEUS, shall be subject to the conditions stated herein.

2.1 Application for Service

It shall be unlawful for any person to use GEUS' electric facilities without first making a written application for service. Such application shall constitute an agreement by the customer with GEUS to pay all charges incidental to such and to abide by the rules, regulations, policies and resolutions of GEUS and ordinances of the City in regard to its service.

2.2 Privacy Policy

GEUS recognizes the importance of maintaining the confidentiality and privacy of your personal information, including Social Security numbers. GEUS requires your personal information to establish your account, including name, service address and Social Security number if reviewing credit.

GEUS will not disclose personal information to third parties without authorization. GEUS treats customer information as confidential, consistent with legal and regulatory requirements.

GEUS requires any person or organization with which GEUS shares data to protect customer information.

GEUS applies administrative, physical and technical precautions to safeguard customer information. GEUS maintains physical, electronic and procedural safeguards that comply with professional standards. Internal access to customer personal information is limited to GEUS /City of Greenville customer service employees only. Personal information shall be disposed of approximately four years after the customer terminates all services unless kept for collection purposes. Personal information may be provided to credit and collection agencies. GEUS disposes of personal information by shredding, erasing or other means.

GEUS is committed to protecting your privacy. If you have any questions, please contact GEUS Customer Service at customerservice@geus.org.

2.3 Ownership

No person shall, by the payment of or causing any construction of facilities accepted by GEUS, acquire any interest or right in any of these facilities, or any portion thereof, other than the privilege to have their property connected thereto for electric service in accordance with these procedures and regulations.

2.4 Continuity of Service

GEUS shall use reasonable diligence to provide continuous service and, having used reasonable diligence, will not be liable to the customer for failure or interruption of service. GEUS shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, shutdowns for repairs or adjustments, interference by governmental agencies, failure of electric power, acts of God, or other causes beyond its control.

2.5 Indemnity of GEUS

The customer shall not hold GEUS responsible for any damage or injury to persons or property in any manner, directly or indirectly, connected with or growing out of the transmission and use of electricity by the customer at or on the customer's side of the point of delivery or connection.

2.6 Protection of GEUS' Property

It shall be the customer's responsibility to properly protect GEUS' property on the customer's premises or easements and the customer will permit no one who is not an agent of GEUS to remove or tamper with GEUS' property. When service lines, meters or equipment are damaged by contractors, construction companies, governmental agencies or others, such damage will be repaired by GEUS and the cost of repair charged to the party or parties causing the damage. In the event of any loss or damage to the property of GEUS caused by or arising out of carelessness, unlawful use of electricity to avoid payment, bypassing the metering of electricity, neglect or misuse by the customer or by unauthorized parties, the cost of making good such loss or repairing damage shall be paid by the customer.

2.7 Location of GEUS Facilities

GEUS will provide the location of underground facilities upon request at no charge. Customers can call 811 to request location of underground facilities. Customers, contractors, developers or others will be held financially responsible for any damage to GEUS' facilities.

2.8 Access to Premises

The duly authorized agent of GEUS shall have access to the Customer's premises for the purpose of installing, operating, maintaining, reading, inspecting, testing or removing GEUS' property for purposes incidental to, performance under or termination of the electric service to the customer and in such performance shall not be liable for trespass.

2.9 Obstruction of Meters

Customers and their agents, such as employees, contractors, etc., are prohibited from placing any obstacles on or about electric meters and other equipment which in any way obstructs free access to such facilities.

2.10 Right-of-Way

The customer or property owner will grant or cause to be granted to GEUS without cost, all rights, easements, permits and privileges, which in the opinion of GEUS are necessary for rendering and maintaining service to the customer's premises.

2.11 Metering of Adjacent Properties

The customer will not build or extend his/her electric lines across or under a street, alley, lane, court, avenue or other way in order to furnish service for adjacent property through one (1) meter, even though such adjacent property is owned by the customer, unless written consent is obtained from GEUS. Consent may be given when such adjacent properties are operated as one (1) integral unit, under the same name, for carrying on parts of the same business. Apartments and multiple dwelling units will be separately metered. Each separately owned property shall be supplied with electricity through one (1) or more meters.

2.12 Billing, Collection, Disconnection and Service Policies

GEUS reserves the right to discontinue electric service, without notice, to facilities in violation of a City ordinance, such as no active water service. Customers are advised to refer to GEUS' Adopted policies on these items in Section 5 of this Policy.

Section 3 – GENERAL SERVICE POLICIES

3.1 Availability and Classification of Service

GEUS will supply electric service to any prospective customer within the corporate limits of the City and in unincorporated areas of Hunt County, certified to GEUS by the Public Utility Commission of Texas, subject to the following conditions:

Should an extension of GEUS' facilities be required, GEUS will pay the cost of such an extension provided that, in GEUS' judgment, the immediate or potential revenues justify the full cost of the extension. GEUS may require monthly or annual revenue guarantees of contributions in aid of construction in those cases where estimated revenues do not justify the full cost of the extension.

Providing that the above conditions are met, GEUS will provide, at no cost, overhead electric distribution facilities to the customer's service entrance weatherhead. If underground service is requested, the customer will be required to pay the cost differential between overhead and underground service.

To ensure receipt of electric service when needed, it is important that GEUS Customer Service be contacted will in advance of the required service connection date. This service request should include such details as connected load, load factor, voltage, number of phases, etc. GEUS Engineering personnel will provide information about service availability and any steps that need to be taken in order to make the desired service available.

Service requirements for installations at the usual secondary distribution voltages are contained in this manual. Installations which require higher distribution voltages are subject to agreement between the customer and GEUS.

Technical requirements in this manual are based upon the applicable provisions of the National electrical Code as approved by the National Fire Protection Association, the National electric Safety code and American National Standard ANSI-C2. Additional requirements and recommendations are included for reasons of safety and convenience. Municipal and State requirement are included for reasons of safety and convenience. Municipal and State requirements which may be greater than any contained in this manual or in the above Codes or Standards will take precedence.

3.2 Applications for Service

In order to ensure that service is rendered at the time desired by the customer, it is necessary for the customer to apply for service as far in advance as is practical.

(a) When applying for service, the customer must provide street address, subdivision name, lot numbers or legal descriptions as necessary to locate the property.

(b) The customer shall be responsible for providing official City designated street address or Hunt County 911 address for the service location prior to service being rendered. Failure to provide proper service location address may delay service being rendered.

(c) Service will be rendered only after the prevailing required deposits and fees are paid in full and, if inside the City limits, inspection approved by the Code Enforcement Officer. The coordination of the inspection of all electrical installations with local inspection authorities is the responsibility of the customer. GEUS will supply power to facilities inside the Greenville city limits only if the facilities meet all City of Greenville codes and/or standards.

(d) Facilities outside the City limits shall meet applicable codes (reference Section 3.1) and standards contained in this policy. If GEUS determines that facilities do not meet applicable codes and standards, GEUS will notify customer of deficiencies. GEUS will not provide service until facilities are brought into compliance with applicable standards and codes.

(e) Distributed Generation service is available to any GEUS customer receiving electric service who owns and operates an on-site generating system. The customer shall obtain approval from GEUS before the customer energizes the customer's on-site generating system or interconnects it with GEUS's electric system. The customer shall submit to GEUS a completed Application for Interconnection and a signed Technical Requirements for Distributed Generation Agreement. Application for Interconnection and the Technical Requirements for Distributed Generation Agreement documents can be found online at www.geus.org. Contact GEUS Customer Service for additional information. Customer's proof of ownership of the on-site generation system is required before approval will be given.

3.3 Type and Character of Service

Service is provided with alternating current at a normal frequency of sixty (60) hertz (cycles per second).

The voltage and number of phases which will be supplied depend upon the character of the load, the size and location. It is recommended that the customer consult GEUS regarding type of service which can be furnished before proceeding with purchase of equipment, installation of equipment or wiring of equipment since GEUS will make the final determination as to the service provided.

GEUS can generally serve loads of less than 10 kW demand most economically through single-phase services (all residential services shall be single-phase services). If a new nonresidential customer whose anticipated demand is less than 10 kW desires three-phase service, GEUS' Engineering Department will calculate the cost difference between the requested three-phase service and the normally provided single-phase service. GEUS will provide a quotation of the cost difference to the customer in advance of proposed work. If the customer accepts the estimate and agrees to make a non-refundable aid to construction contribution in the amount of the cost

difference, payable in advance, GEUS will agree to provide three-phase service to the general service non-demand customer.

GEUS provides three-wire, single-phase service at 120/240 volts. Four-wire three-phase service may be provided at 120/240 volts delta and 480 volt 3-phase delta (limited to overhead service or underground service from overhead, pole mounted transformers), 120/208 volts wye and 277/480 volts wye. All services shall have a grounded conductor.

Higher service voltage can be provided depending upon the size of the customer's load and availability. The standard nominal primary voltages are the available voltages of sufficient capacity which will serve the customer's required load. They are as follows:

- (a) Four-wire, three-phase 7200/12470 volts wye
- (b) Four-wire, three-phase 39840/69000 volts wye

3.4 Inspection and Codes

Wiring and electrical equipment of the customer shall be installed in accordance with the latest edition of the National Electrical Code and facilities within the City limits shall be installed in accordance with codes adopted by City Ordinance. It is recommended that the installation be maintained in accordance with the latest standards available.

The customer is cautioned against the purchase and use of electrical equipment that is not approved by a competent authority (such as Underwriter's Laboratories, Inc.).

Wiring installations within the City must be inspected and approved by Code Enforcement Officers as required by law.

Facilities outside the City limits must be inspected and approved by GEUS and shall meet applicable codes (reference Section 3.1) and standards contained in this policy. If GEUS determines that facilities do not meet applicable codes and standards, GEUS will notify customer of deficiencies. GEUS will not provide service until facilities are brought into compliance with applicable standards and codes.

GEUS may refuse service to any new or altered installation, or disconnect service to any existing installation, which GEUS considers unsafe. GEUS will not be responsible in any way for any defect in the customer's wiring or for damage resulting from such defects.

3.5 Special Installations

Standard electric rate schedules are based on exclusive use of GEUS' service and not for standby service. Customer shall pay the cost of any special installation necessary to meet his/her particular requirements.

When a customer requires a deviation from GEUS' standard voltage, alternate circuits, special regulation, etc., the deviation must be approved by the General Manager or his/her designated representative. GEUS reserves the right to determine what is standard at a specific location to serve a specific load.

Any special facilities, when installed in the electric distribution system ahead of the metering point, will be installed by GEUS at the customer's expense. Any approved transfer switch, manual or automatic, installed in GEUS' system ahead of the metering point, will be paid for by the customer and installed, maintained and owned by GEUS. A monthly maintenance fee will also be charged to the customer.

Special facilities will be the property of GEUS and GEUS will assume operation and maintenance of these facilities.

GEUS will not be required to supply or continue to supply service to any customer where a portion of the customer's service is supplied by the customer or by contract with others, except as may be permitted by other Board approved policies (for example, "Distributed Generation"). The customer will not sell the electricity purchased from GEUS to any other customer, company or person and the customer will not deliver electricity purchased from GEUS to any connection wherein said electricity is to be used off of the customer's premises on which the meter is located.

3.6 Customer's Installation

All wiring and other electrical equipment furnished by the customer will be installed, operated and maintained by the customer at all times in conformity with good electrical practice and with the requirements of the constituted authorities and the policies contained herein. GEUS, for the customer's protection, may require a certificate from a licensed electrician stating that the customer's installation conforms to the National Electrical Code. GEUS does not assume responsibility for the design, operation or condition of the customer's installation.

Service will normally be delivered to the customer for each premise at one point of delivery to be designated by GEUS and to conform to GEUS' service standards. For mutual protection of customer and GEUS, only authorized employees of GEUS are permitted to make and energize the connection between GEUS' service wire and the customer's service entrance conductors.

3.7 Alterations and Additions

Connection to the customer's premises is made with service connections, meters, transformers and/or other necessary facilities to properly supply adequate electric service for the operation of the customer's installation in accordance with the application. To safeguard both the property of the customer and that of GEUS, the customer must not overload or overuse any service or branch circuit. Therefore, no additions should be made to the customer's installation without

first notifying GEUS. Failure to provide such notification may affect the quality of the customer's own service and also that of other customers supplied from the same facility.

Upon request, GEUS will promptly remove all disconnected services and meters. When alterations require the relocation of GEUS owned service drop wires, meters or metering equipment, the customer should make appropriate arrangements for the accomplishment of such relocation. GEUS should be notified when the necessary wiring changes have been completed by the customer and inspection made by the local inspection authorities. The customer will be responsible for making alterations to customer owned service entrance wires and equipment. GEUS owned service connections, meters or metering equipment, by law, shall not be removed or relocated except by authorized employees of GEUS. No person, except those that are duly employed by GEUS for such purposes, will in any way alter, adjust or extend any part of the electric distribution system. The entire electric distribution system will be owned and maintained by GEUS. Requests by a developer or customer for modifications to the existing electric distribution system must be approved by the General Manager or his/her duly authorized representative. The developer or customer will be responsible for any additional cost to GEUS for the implementation of such requests.

3.8 Temporary Services

Temporary service shall be provided for construction, fairs and other similar temporary purposes. If temporary service is desired, the customer must make a request well in advance.

- (a) Temporary service billing will be accomplished under GEUS' standard billing process. A prepaid deposit may be required based on the estimated energy consumption combined with the customer's credit score and/or payment history with GEUS.
- (b) Temporary service charges are made according to the cost of installation and removal of required facilities. The customer pays these charges.
- (c) Service entrance wiring and equipment will be supplied and installed by the customer. If not installed on a building, a temporary structure or pole must be provided as specified in GEUS Engineering Technical Drawings. See 3.8 (h).
- (d) Advance payment may be required for the estimated cost of installing and removing those facilities not required for permanent service.
- (e) Terms of service are not to exceed one year.
- (f) Temporary installation of service entrance, meter and other wiring shall be made and inspected in the same manner as permanent installation.

(g) Temporary services may be disconnected if during any ninety (90) day period there is no construction activity at the designated work site.

(h) Requirements for Temporary Services are found in GEUS "Engineering Technical Drawings". GEUS Engineering Technical Drawings can be found on the GEUS website at www.geus.org. Customers may contact Customer Service for additional information.

3.9 Owner Consent to Occupy

GEUS may have to install and Maintain equipment in, over and under the customer's property and shall have access to the customer's premises for any other purpose necessary for supplying electric service to the customer. In case the customer is not the owner of the premises or of the intervening property between the premises and GEUS' lines, the customer shall aid and assist GEUS in the acquisition of all necessary right-of-way easements necessary to install and maintain in, over or under said premises all such wires and electrical equipment as are necessary or convenient for supplying electric service to the customer.

3.10 Metering

GEUS supplies and installs electric meters to measure customer's electric power usage.

Only GEUS employees or authorized persons shall install or remove, turn on or turn off GEUS meters or make any modifications or changes which may affect the accuracy of GEUS meters.

All bills will be calculated upon the registration of such meters. Meters include all measuring instruments. Meter installations will be made in accordance with GEUS' service standards and the National Electrical Code.

Meters will be tested on an as needed basis. If the meter or meters are found to be in error more than 2%, proper adjustment in billing will be made for the period during which the meter was in error (See Section 5.12). Should GEUS meters fail to register properly, the amount of electricity delivered to the customer will be estimated on the basis of the best available information or upon customer's meters when installed.

3.11 Smart Metering

GEUS utilizes smart meters to communicate customer usage directly to GEUS' billing system and to notify GEUS when power outages occur. Upon replacement of a manual meter with a smart meter, manual metered service will no longer be available.

3.12 Meter Tampering and Theft of Service

Tampering with the meter or installation of conductors carrying unmetered current is prohibited by law. The unauthorized breaking of GEUS' seals is prohibited by policy.

Unauthorized connections to, or tampering with, GEUS's meter, associated equipment or meter seals, or indications or evidence thereof, subjects customer to immediate discontinuance of electric service, prosecution under the laws of the State of Texas and local jurisdictions, adjustment of prior bills or electric service and reimbursement to GEUS for all extra expenses incurred on customer's account.

Metering equipment and associated service entrance wiring or equipment must not be altered, disconnected, removed or relocated except by written permission of GEUS. The customer will be held responsible for such modification and if such modification results in unmetered consumption of electricity, law enforcement will be notified and the customer will be prosecuted for the theft of electricity.

3.13 Power Factor

GEUS will not be required to furnish electric service to any customer with low power factor equipment. Where customer has power or heating equipment installed that operates at low power factor, customer, when requested to do so by GEUS will furnish, at his/her own expense, suitable corrective equipment to maintain a power factor of 90% or higher.

Customer will install and maintain in conjunction with any fluorescent lighting, neon lighting or other lighting equipment having similar load characteristics, auxiliary or other corrective apparatus that will correct the power factor of such lighting equipment to no less than 90%.

3.14 Protection of Service

GEUS will not be obligated to serve any devices that have a detrimental effect upon the service to other customers or upon GEUS equipment where the customer's use of such a device causes fluctuation of the system voltage or frequency (60 Hertz). Customer will furnish at his/her own expense, necessary equipment to limit such voltage or frequency fluctuation harmonics and pulsations so that they will not interfere with other customers or GEUS equipment. Where the interference cannot be corrected, the devices must be disconnected.

Section 4 – TECHNICAL SERVICE POLICIES

4.1 General Responsibilities of GEUS and the Customer

- (a) Subject to the provisions of Section 2, GEUS will provide, at no cost, overhead electric distribution facilities to the customer's service entrance weatherhead.
- (b) GEUS, at its own discretion, may utilize either front or rear lot lines for service.
- (c) The electric distribution system will be installed within easements dedicated to GEUS by the customer or within public rights-of-way. Portions of the electrical distribution system such as service wire may be installed on customer's premises as a condition of service.
- (d) Upon request by GEUS, signs, billboards and other foreign objects in public rights-of-way not specifically authorized to be in public rights-of-way will be removed at the owner's expense.

4.1.1 In general, GEUS will be responsible for:

- (a) Engineering and designing the electric distribution system.
- (b) Providing construction plans and details for the installation of the electric distribution system.
- (c) Furnishing, installing, connecting and maintaining primary conductors, transformers, poles and secondary conductors. Commercial customers are required to provide secondary conductors.
- (d) Making all high voltage and low voltage connection at the transformers and secondary pedestals.
- (e) Maintaining the electric distribution system
- (f) Designating the point of service, location of service wire, meter locations and transformer locations.

4.1.2 In general, the customer shall be responsible for:

- (a) Furnishing GEUS two (2) sets of development plans showing detailed layouts of all property lines, dedicated easements, paving and drainage, water, wastewater and any other underground facilities.
- (b) Providing easements as specified by and at no cost to GEUS, including restrictions that would eliminate encroachments that may interfere with the installation, operation and maintenance of

the electric distribution system. Survey lot pins indicating property corners shall be provided by the customer as necessary to properly locate easements.

(c) Clearing easements of all construction material, dirt piles and other debris relative to building construction and bringing site to final grade before GEUS begins installation of electric facilities.

(d) Supplying and installing temporary service entrance equipment that meets the requirements of GEUS and any fees or charges as determined by GEUS.

(e) Installation of customer owned service entrance equipment, including a GEUS approved meter socket and service entrance location approved by GEUS.

(f) Providing mechanical protection (conduit) for underground services on private property to clear driveways, sidewalks, paved areas and other obstructions specified by GEUS.

(g) Those items specified in the individual GEUS distribution policies contained herein.

(h) Providing customer equipment to protect against over voltage, under voltage, over current, overload and phase protection of customer owned equipment. GEUS cannot guarantee deviations of voltage or frequency will not occur on its electric distribution system.

4.1.3 Conditions of Service

4.1.3.1 General Service

Electric Distribution will be made available in GEUS' certified service area where feasible from engineering, operation and economic perspectives.

Electric service furnished from electric distribution shall be:

(a) Residential units, individually metered, single-phase, 3-wire at a nominal voltage of 120/240

(b) Apartment projects or individually metered commercial customers will single point service and metered secondary shall have one of the following electrical characteristics:

Single-phase, 3-wire at a nominal voltage of 120/240V

Three-phase, 4-wire at a nominal voltage of 277/480V

Three-phase, 4-wire at a nominal voltage of 120/208V

Three-phase, 4-wire at a nominal voltage of 120/240V

(c) Commercial and Industrial customers with primary meters shall have the number of phases and voltages as agreed.

- (d) Commercial and Industrial customers are responsible for conductor and conduit between GEUS Point of Delivery and the customer's service equipment. The customer's conductors shall be connected at the Point of Delivery by GEUS and it is the responsibility of the customer to have phases properly marked and coordinate the connection with GEUS. Customer is responsible for verifying phase sequence (rotation) before energizing equipment.
- (e) Temporary service for construction purposes will be made available as required by the developer. Temporary service boards shall be located as designated by a representative of GEUS. Temporary service will be provided under the provision of Section 3.8.

4.1.3.2 Distributed Generation Service

All characters of service, terms and conditions of the GEUS Service policy apply to Distributed Generation Service. The customer shall comply with the current GEUS Technical Requirements for Distributed Generation Agreement and any revisions to the requirements found at www.geus.org. The customer is responsible for the costs of interconnecting with GEUS' electric system, including transformers, service lines or other equipment determined necessary by GEUS for safe installation and operation of the customer's equipment with GEUS' system. The customer is responsible for any costs associated with required inspections and permits. The customer will own all facilities on the customer side of GEUS' net flow meter, except for the Distributed Generation meter described within section Distributed Generation Meter (Section 4.12.2). See Section 5.9.5, DG Fees

4.1.4 Point of Delivery

The location of the Point of Delivery shall be designated by GEUS and may differ from the location of the metering equipment. Customer shall extend service entrance conductors to the Point of Delivery. Examples of Point(s) of Delivery are listed in GEUS Engineering Technical Drawings. See 3.8 (h)

4.2 Overhead Services

4.2.1 Service Drop

- (a) Upon inquiry by the customer, GEUS will designate a location for the service drop wires and their point of delivery to a building. GEUS assumes no responsibility for changing the location of its service drop attachments if an improper location is chosen with consultation with GEUS. The customer must provide proper phase and connection markings at the point of service connection. GEUS further reserves the right to refuse to connect to any point of delivery that has not been located by a representative of GEUS. Generally, the point of delivery for overhead services will be located near the meter center, but GEUS reserves the right to locate the point of delivery at a distance from the meter center wherever it deems proper and the customer shall extend his/her service entrance conductors to this location.

(b) In general, the service entrance cap must be above the point of service drop attachment and high enough to maintain, for the service wires, a minimum ground clearance of 10' at building, 12' minimum to residential driveway, 18' minimum to commercial driveway and 22' minimum to street. The attachment should not be more than 20' above ground unless a greater height is necessary for proper clearance subject to approval by GEUS.

(c) If the type of building will not permit these minimum clearances, a service mast must be provided to obtain them. The service mast, or any other service raceway, shall not be used to support other equipment. The recommended structure for a proper services mast is galvanized rigid steel through the roof. This mast must be sized accordingly and sufficiently braced and extended above the roof the distance required to give adequate clearance for overhead service conductors. GEUS shall be consulted regarding the point of location of any service mast or other service structure before installation is started.

(d) Only one (1) set of wire attachments should be installed on the customer's building for the service drop wires. These wires must not interfere with windows, doors, awnings or other parts of the building and must not be readily accessible to persons at windows and doors.

(e) When service wires are to be installed on customer's structures, the customer will install GEUS approved anchorage bolts or spool racks. For service load requiring instrument transformers, GEUS should be consulted for recommended provisions for service attachment. GEUS will not be responsible for damage to customer's building, equipment or facilities due to inadequate customer installed anchorage equipment.

4.2.2 Service Entrance Conductors

(a) To exclude moisture from the raceways for overhead service entrance conductors or service cable, it is advisable to terminate them on the outside building wall at a point approximately 12" above the point of attachment of the highest service drop wire so that the individual service entrance conductors will extend downward to the points where connections are made to the service drop wires.

(b) Each conductor of the service entrance shall extend not less than three (3) feet beyond the service head.

(c) Conductors other than service entrance conductors shall not be in the service raceway.

(d) The service entrance conductors shall consist of continuous lengths of individual stranded conductors approved for the purpose in galvanized conduit, electrical metallic tubing or aluminum conduit.

(e) It is required that all service entrance conductors be of sufficient size to carry the rated capacity of service entrance equipment. It is recommended that these conductors be of sufficient size to provide for reasonable future load increases.

(f) The minimum conduit for service entrance shall meet the National Electrical Code requirements.

(g) Fittings with removable covers in the service conduit run are to be avoided, if possible, where conduit is used. If fittings are necessary, they shall not be concealed. Approved locked or sealable type covers are the only types permitted. All conduit threads and all fittings used in the service raceways are to be made raintight with a suitable compound.

In general, where no accessible common meter location is available for buildings (duplex houses, apartment building, etc.), separate sets of service entrance conductors are to be brought out to a common point on the building wall to be connected to a single service drop or underground service connection.

(h) It is required that the neutral conductor of the service wiring be plainly identified in accordance with the National Electrical Code.

4.3 Underground Services

This policy applies to installation of underground electric distribution system where feasible from engineering, operation and economic perspectives, serving in general:

New residential subdivisions

Apartment complexes

Apartments

Mobile home parks

Commercial developments

Street lighting facilities in residential subdivisions

Service connections to individual residential or commercial customers from existing overhead facilities.

Developer (owner, operator, builder or individual customer) shall pay the cost of underground electric distribution facilities that is in excess of the cost of overhead electric distribution facilities. Additional charges may be assessed for obstructed trenching or paved area crossings. GEUS will invoice and require payment in advance of installation based on the difference in cost, excluding electric services. Charges for residential underground services will be invoiced separately. As an alternative, the developer and GEUS may jointly enter into an agreement with terms and conditions to be mutually agreed upon that will specify payment terms and responsibilities of the developer and GEUS. The agreement must be approved by the General Manager, or by the GEUS Board if costs exceed the General Manager's expenditure authority, and must be fully executed

and filed for record prior to the commencement of construction by GEUS. Such agreement will consider competitive factors.

4.3.1 General Policies for Underground Distribution

(a) Customers requesting underground service for existing buildings with overhead service may have underground installed by GEUS by paying the total cost of conversion. The customer will be responsible for attaching the meter socket and providing conduit from the meter socket according to GEUS Engineering Technical Drawings. See Section 3.8 (h)

(b) Customers upgrading or increasing capacity of their service that requires replacement of the overhead service with an underground service may be required to pay an aid-to-construction contribution for a portion of the construction cost.

(c) Underground electric distribution. After installation of the electric distribution system, any developer required/requested alterations of the electric distribution system shall be paid for by the developer.

(d) The developer will provide GEUS with an adequate easement at final grade. The easement shall be clear of trees and other obstructions which in any way obstructs free access to such facilities. Easement language shall prohibit the building of fences, planting of trees or shrubs or any other obstacle that would preclude free entrance to easements or the above-mentioned facilities. All property corners shall be staked before construction of underground electric distribution system begins.

(e) In cases where GEUS requires overhead main feeders on underground projects, the developer may request underground primary feeders and the developer shall be assessed the additional costs necessary to construct the underground primary feeders.

4.4 Residential and Commercial Developments

Developer (owner, operator or builder) shall install all underground conduit, duct banks, transformer pads, primary switch enclosure pads, secondary pedestals and ground rods per GEUS specifications and design at developer's expense. GEUS reserves the right to designate the location of each Point of Delivery.

GEUS will furnish and Developer will install the following equipment for residential underground electric distribution:

- (a) Secondary Pedestals
- (b) Ground Rods
- (c) Single-Phase Transformer Pads

GEUS will furnish and install the following equipment for underground electric distribution:

- (a) Transformers
- (b) Primary switch enclosures
- (c) All primary and secondary cables
- (d) Any overhead distribution required to provide underground electric distribution

service

For residential underground facilities, GEUS will furnish and install service and/or secondary conductors to GEUS designated Point of Delivery. For nonresidential underground facilities, GEUS will require service conductors, transformer pads and connectors to be furnished by the customer in accordance with current GEUS standards.

Street lights in areas with overhead electric distribution will normally be fed overhead. Street lights in areas with underground electric distribution will normally be fed underground. Street lighting should be designed and coordinated with the installation of the electric distribution facilities. Developers should contact GEUS to make necessary provisions for street lights. (See Section 4.9)

The developer shall pay for any temporary construction required and for removal and/or rearrangement of any existing overhead facilities in the area being developed. All underground construction will be in accordance with the latest standards of GEUS, which shall equal or exceed those of the National Electrical Safety Code.

If the developer provides conduit and installation in compliance with GEUS specification, design and Service Policy, then the charge for the cost of underground electric distribution facilities that is in excess of the cost of overhead electric distribution facilities may be waived provided underground feeder class construction is not required.

4.5 Individual Residential Service

The electric distribution system for individual residential service will normally be fed from overhead electrical distribution located near or on the project. Customers requesting new underground service wires in areas with existing overhead distribution facilities shall have the underground electrical distribution system installed by GEUS and the customer shall be required to pay on a cost differential basis with equivalent overhead facilities. The customer shall be responsible for attaching the meter socket per GEUS Engineering Technical Drawings. See Section 3.8(h)

The electric distribution system will be designed to permit the installation of minimum lengths of primary and secondary conductor and to maintain good transformer utilization. Transformer, pole, secondary pedestal and meter locations will be specified by GEUS as part of the electric system design.

Three-phase service will not be provided for residential services. GEUS shall provide and install all residential secondary service conductors from transformers or secondary pedestals to meter sockets for underground services or weatherheads for overhead services.

4.6 Multiple Family Housing Service

GEUS will deliver power to the Point(s) of Delivery on a parcel of land. In situations with multiple tenants on a single parcel of land, it is the property owner's responsibility to install and maintain distribution equipment, including meter sockets, between the Point of Delivery (transformer secondary terminals or secondary pedestal) and the customer's (tenant's) loads.

For underground installations, the owner is also responsible for installing conduits per GEUS specification for primary conductors. GEUS will design the system to provider transformers near loads where up to six (6) sets of owner's service wires may be connected by GEUS. Each set or parallel set of conductors must be installed in conduit per GEUS specifications and terminate to appropriate Electric Service Equipment (see Definitions section) per NEC requirements. Service conductors may not be spliced, daisy chained or tapped except as allowed by NEC. Service conductor length between Point of Delivery and Electric Service Equipment must be minimized.

Owner equipment between Point of Delivery and the meter points must be sealed or locked by GEUS to prevent access to conductors but allow access to switches and breakers. Locations of transformers, meters and electric service equipment must be approved or specified by GEUS engineering. GEUS engineering must approve meter bases (ganged or individual) and all equipment between the point of delivery and the meter. Primary Metering are not available for Multiple Family Housing Service.

The electric distribution system will be designed to permit the installation of minimum lengths of primary and secondary conductors and to maintain good transformer utilization. Transformer, secondary pedestal and meter locations will be specified by GEUS Engineering Department as part of the electric system design.

As an alternate in certain situations, GEUS may accept ownership of the secondary distribution system if the owner installs a secondary distribution system per GEUS design and assigns ownership to GEUS. GEUS will then be responsible to maintain equipment up to GEUS designated Point of Delivery.

Townhomes on individual lots, separated by firewalls, do not meet the definition of Multi Family Housing Service and may have individual service lines and meters for each dwelling like single family residence.

4.7 Commercial and Industrial Service

The electric distribution system will normally be fed from overhead primary feeders located somewhere near or on the project. In those cases where GEUS requires overhead main feeders on underground projects, the developer may request underground primary feeders and the developer shall be assessed the additional costs necessary to construct the underground primary feeders. If the developer provides conduit, trenching and installation in compliance with GEUS specifications, this cost difference may be waived.

Service over 2000 amperes may be required to utilize padmount transformers and underground primary conductors. Services will be limited to 8 conductors per phase. If additional conductors are required, a secondary connection box meeting GEUS specifications must be provided by the developer.

GEUS will install and maintain the primary electric distribution system only. Underground service (secondary voltage) will be the responsibility of the developer.

For underground electric service, developer will provide and install conduits, including all trenching and backfilling from transformer to termination pole. Developer shall provide conduit up the pole, provide spare conduit and provide pull lines in all conduits. The spare conduit shall be capped at bottom stand-off bracket per the specifications of GEUS Engineering. Developer shall also provide and bring secondary conductors to the transformer and supply terminators for said conductors per GEUS specification.

Developer will provide concrete transformer pad for the pad mounted transformer. Pads will be constructed to specifications of GEUS. Rate tariffs of GEUS should be consulted to determine responsibility for ownership, operation, maintenance and replacement of the transformer.

4.7.1 Single versus Multiple Service and Metering Points

GEUS provides service through a single point of service through a single meter. If the customer requests additional service points, each will be metered and billed separately so that GEUS can recover its investment for the additional point of service. As an alternative, the customer can pay the additional cost of service facilities over what it would have cost GEUS to provide service through a single point of service. The basic cost of providing service will be determined by the Engineering Department and will vary depending upon the service requirements.

When the customer requests that an existing service that is supplied through multiple metering points be combined for billing purposes, GEUS Engineering Department will determine the best method of combining the service. The customer will be expected to pay for GEUS' extra investment in multiple facilities less depreciation.

As an alternative, the customer can combine their service electrically and be supplied through a single point of service, but they will be required to pay the cost of removal of the additional service facilities and will pay the cost of the new installation.

GEUS can combine multiple service points through a single primary meter at GEUS' option. If GEUS owns the service facilities beyond the meter, the customer will pay the additional cost of multiple service points.

Metering can be combined where the customer owns the facilities beyond the meter (in case of a General Service-Primary rate customer). The customer has already paid for the cost of the extra facilities in this case.

Extra metering costs will be recovered for each meter installation through a service charge as defined in the tariff. This service charge can be modified from time to time in the tariff without modifying this policy.

A letter-type service agreement will be prepared which defines the additional service facilities and the cost of those facilities to be paid by the customer. The agreement will require Board approval. It will be signed by authorized representatives of the customer and GEUS.

4.7.2 Special Installations – Service Through Primary Meter

The standard types of service listed in this Service Policy may not conform to the service requirements of some customers. In such case, other types of service may be made available through negotiations between the customer and GEUS. A letter of agreement will be required for the types of service.

Customers that receive primary service must construct facilities and provide fault protection meeting GEUS specifications in order to minimize and isolate faults that affect continuity of service to other GEUS customers.

If customer's primary equipment causes a GEUS feeder to trip, GEUS personnel may isolate the customer at the metering point and the customer shall be required to correct the issue before electric service can be restored. GEUS may refuse service to primary customers that in GEUS' professional judgement could potentially negatively impact other customers.

GEUS overcurrent protection is designed to protect distribution feeders and is not intended to protect customer's facilities.

When service is primary metered, two conditions may apply:

The customer may own all facilities beyond the primary meter. In such case, the customer will qualify for "General Service-Primary (GS-DP)" rate classification. The customer must be solely

responsible for ownership, maintenance and replacement of facilities beyond GEUS' primary metering point.

GEUS may furnish and own transformers and other equipment beyond the primary metering point. The customer will qualify for "General Service-Demand (GS-D)" rate classification. Capital costs associated with the new installations, upgrades or major replacements will be at the customer's expense. GEUS will prepare a cost estimate in advance of proposed work for the customer's review and approval prior to the commencement of work. GEUS will maintain ownership and maintenance responsibility of installed facilities.

4.8 Rental Security Lighting

4.8.1 Purpose

Rental lighting shall be provided solely for security purposes. It shall not be designed to display products, architecturally illuminate buildings or light athletic fields. Illumination levels shall normally be restricted to an average of one-half foot candle.

4.8.2 Availability

GEUS shall provide rental security lighting on existing facilities inside and outside the corporate limits of the City to any customer already receiving GEUS electric service. This service shall be supplied for the use of lighting outdoor areas by means of installed luminaries. Any additional or decorative fixtures may be provided at the expense of the customer. Lamps shall be operated by photo-electric control to provide lighting service from dusk to dawn or approximately 4,000 hours per year.

4.8.3 Maintenance

GEUS shall provide all normal maintenance necessary to satisfactorily operate lights during night-time hours. If extensive vandalism or excessive maintenance costs are experienced at a particular installation, GEUS may discontinue rental light service or, at the customer's option, lighting service shall be continued and the customer shall be billed the extraordinary maintenance costs incurred. GEUS shall normally repair rental light outage within two (2) working days after notification.

4.8.4 Relocation or Change

GEUS shall, upon request by the customer, relocate or change any of its facilities used in rendering service hereunder provided that change is practical and permissible. Payment by the customer of all anticipated costs shall be required before work is undertaken.

4.8.5 Special Provisions

- (a) In the event that the customer cancels service prior to the termination of his/her contract, he/she shall be required to make a non-refundable payment for the balance of the term, up to a maximum of twelve (12) months.
- (b) The customer shall be required to pay extraordinary costs associated with primary or secondary line extension to the point of designated service. The first 150' of low voltage service will be provided at GEUS' expense.
- (c) GEUS, upon request, shall locate and aim the fixture for the customer whenever locations and aiming are not in conflict with good lighting practices.
- (d) All security lighting shall be subject to good lighting practices and no security lenses shall be allowed to reflect light that would interfere with a neighbor's privacy or cause hazardous driving conditions.
- (e) The fixture type and light color shall be provided at sole discretion of GEUS. GEUS shall not be required to replace existing fixture unless fixture repair costs exceed replacement costs.

4.9 Street Lighting

4.9.1 Availability

Street lighting service shall be provided to approved public streets, highways, alleys, parks and other public grounds located within the City limits by means of lamps installed on overhead fixtures supported by poles in the existing distribution system. Service shall be made available upon request by the City of Greenville Public Works Director or his/her designated representative provided that such request complies with standards contained in this policy and outlined in Greenville City Ordinances.

4.9.2 Reserved Rights

- (a) GEUS shall reserve the right to energize street lights in all subdivisions on a section basis, which shall be determined by the building activity in any particular area at a given time. Lighting service will not normally be provided in sections more than 500 feet from residences. Additional sections will be lighted when warranted by further development.
- (b) Service shall be delivered to street and traffic lights at a point that shall be designated by GEUS and shall conform to current service standards.
- (c) Only authorized employees of GEUS shall be permitted to make or energize the connections between GEUS' service wires and the street or traffic lighting system of the City of Greenville.

The City of Greenville shall not authorize any extensions of the lighting system without written approval the General Manager.

- (d) GEUS reserve the right to Control any and all new street or alley light installations.
- (e) GEUS reserves the right to approve any major modifications to the existing street lighting systems. Any changes which will result in an increase to the monthly schedule of charges paid by the City will require approval by the GEUS Board and/or General Manager and will be charged to the City with its approval.

4.9.3 New Installations – Subdivisions

After approval by the General Manager and Public Works Director or their designees, street light installations in new subdivisions shall be paid for by the developer or customer. Payment of all anticipated costs for materials, designs and installation of the system shall be required before the work is undertaken. After being placed in service, each unit shall be operated and maintained by GEUS with billing based on a flat monthly operating and maintenance rate that shall be paid by the City of Greenville.

As an option, the developer may install street lights at the developer's expense according to GEUS specifications and with prior approval by GEUS. Developer will be responsible for costs of lighting until the subdivision is accepted by the City. The City Manager of the City of Greenville, or his/her designee, will notify GEUS in advance of any service requirement so that GEUS can schedule installation and connections to the secondary distribution system. GEUS will provide the City of Greenville documentation that such requests have been fulfilled. Such documentation will include type of service, location and date installed. After being placed in service, each unit shall be operated and maintained by GEUS with billing based on a flat monthly capital recovery, operation and maintenance rate that shall be paid by the City of Greenville.

4.9.4 Street Lighting Maintenance

- (a) **Routine** – GEUS shall provide all normal maintenance necessary to satisfactorily operate street and alley lights during night-time hours. Upon notification of lamp outage, repair shall normally be made by GEUS within two (2) working days. If extensive vandalism or excessive maintenance costs are experienced at a particular installation, an adjustment shall be made in the rate to cover the additional expense.
- (b) **Emergency** – GEUS shall provide standby personnel at all times to provide maintenance to the system in the event of a major failure, e.g., an entire roadway street lighting system inoperative lightning strikes, main breaker failure, hot wires down and traffic accident damage to the system.

(c) **Preventative** – GEUS shall conduct a preventative maintenance program to prevent rust or other weather phenomenon from damaging street light poles or attachments thereto, to the extent that hazardous conditions would result.

(d) **Lamp Replacements** – Mercury vapor lamps are being phased out and are no longer installed. When replacement is required, mercury vapor lamps will be replaced with high pressure sodium lamps. High pressure sodium lamps may not be co-mingled with mercury vapor lamps. The group replacement method may be employed, i.e., all lamps at an intersection or an entire block may be replaced at one time.

(e) **Pole Replacements** – Obsolete “shop Built” steel poles are being phased out. When an old, “shop build” steel pole is replaced, the replacement pole will meet GEUS’ current standard.

4.9.5 Accidents

The City of Greenville Police Department will provide GEUS with Copies of traffic accident reports where damage to the street lighting system has been done. It shall be the responsibility of GEUS to seek restitution for damages done to the system from the person or persons responsible.

4.9.6 Street Lighting Standards

Street lighting is installed to light streets for safety purposes, not for the purpose of lighting adjacent properties. Street lighting will be installed so as to provide an adequate level of lighting. Typically, street lights will be installed at street intersections and one light centered in each street block. City of Greenville Public Works must approve all street lighting requests.

4.9.7 Streetlight Rates and Charges

The City of Greenville shall be charged a flat monthly rate for each street light in service based on fixture type. Poles and other equipment may have separate charges based on GEUS costs. Such charges are to be computed in accordance with approved rate structures.

4.9.8 Metering

All traffic signals shall be metered and shall conform to the metering requirements as contained in this policy. Street lights need not be metered, but GEUS shall reserve the right to meter any street light to assure consumption accuracy.

4.9.9 Special Provisions

The City shall be required to pay extraordinary costs associated with primary or secondary line extensions to the point of designated service. Initially, the first 150’ of low voltage connection will be provided at GEUS’ expense and the cost recovered through rates charged the City.

4.9.10 Reports

GEUS shall provide the City Manager, or his/her designee, a street lighting report as requested, no more frequent than monthly, which will show all charges to the inventory of street lighting. The report will include all additions to the system showing date, location and size of service installed.

4.10 Transformer Pads (for other than residential services)

Where conditions are such that it is necessary to install a pad mounted transformer adjacent to a building on the customer's premises, the customer will provide the concrete mounting pad as specified by GEUS and underground primary conduits to the proper pole or underground primary distribution point.

The customer shall consult GEUS regarding location and construction of the pad and conduit before detailed plans are completed.

The customer shall install underground service conduit and cable from the building service entrance equipment to the concrete pad. This shall include secondary terminators as specified by GEUS. Service cables shall extend five (5) feet above the concrete pad surface. Cable connections to the transformer will be made by GEUS.

Splicing of secondary conductors shall not be allowed for new installation.

The pad and underground primary conduit shall be constructed in accordance with GEUS' specifications and so located that they will be easily accessible for installation, maintenance, and removal of the pad mounted transformer. Customers and their agents, such as employees, contractors, etc., shall not place obstacles on or about any electric meters, transformers, pedestals or any other equipment which obstructs free access to such facilities (See Section 5.7.3 for "free access" dimensions). This shall include the building of fences, planting of trees or shrubs or any other obstacle that would preclude free entrance to easements or the above-mentioned facilities.

The pad shall be located with respect to building doors, windows, fire escapes, etc., in compliance with the National Electrical Code and such local ordinances as may be in force or as required by GEUS' service requirements.

4.11 Grounding

All services which have a neutral point shall operate with the neutral wires grounded for protective purposes. Other services without a neutral point may have another wire grounded for protective purposes. Other services without a neutral point may have another wire grounded for safety. To assure maximum safety, GEUS requires that the customer shall bond the grounded

conductor to the electrical service raceway, the meter socket and neutral terminal connection in the **Electrical Service Equipment** device per NEC requirements. The grounded conductor must be connected to a grounding electrode (ground rod...) per NEC requirements. Where the meter equipment is remote from the **Electrical Service Equipment**, an additional grounding electrode is required to ground the grounded conductor at the metering equipment. Grounding Electrodes must have a ground resistance to remote earth of not more than ten (10) Ohms. Ground rods will be installed flush with the ground. Water pipes will not be used for grounding purposes but may be bonded per NEC requirements. All grounding and bonding connections, up to and including the **Electrical Service Equipment**, shall be accessible for inspection. In all commercial and industrial applications, the neutral conductor, provided by the customer, shall be approved by GEUS.

4.12 Meters and Metering Equipment

4.12.1 General Metering

- (a) GEUS supplies and installs electric meters to measure the electric power used by the customer. Only GEUS employees or persons authorized by GEUS shall set, remove, turn on or off GEUS meter or make any changes which will affect the accuracy of GEUS meters.
- (b) Meter centers, when approved, shall be furnished, installed and maintained by the customer. GEUS assumes no responsibility for maintenance but reserves the right to lock or seal all enclosures containing metered or unmetered conductors or bus.
- (c) Metering conduit from transformer locations to meter enclosures shall be as specified by GEUS.
- (d) The customer will be responsible for service entrance equipment and for their individual meter socket in the event of damage due to the weather, mechanical injury, loose connection, overheating or overload. Service will not be reconnected until approved by local inspection authorities.
- (e) Except for factory built cubicles, all secondary metering conductors shall be in a conduit exclusive of any other conductors. All factory-built cubicles shall be approved by GEUS prior to installation.

4.12.2 Distributed Generation Metering

Distributed Generation Metering shall be performed by a single net flow meter capable of registering the flow of electricity in two directions (delivered and received) to determine the customer's net energy flow. An additional meter, a Distributed Generation meter, shall be installed at the output of the Distributed Generation facility to enable GEUS to verify and monitor

the output of the Distributed Generation facility. The Distributed Generation meter will be supplied and owned by GEUS.

4.12.3 Sub-Metering

Where multiple GEUS owned transformers are on customer's side of a primary meter, "Sub" meters may not be installed to separately meter and bill another customer or tenant.

Master metered services at secondary voltages (less than 600 volts) may be sub-metered according to Chapter 184 of the Texas Utilities Code and relevant Texas PUC Policy. The owner may only recover its electric costs according to Chapter 184 of the Public Utilities Code and Texas PUC Policy and may not profit.

Unless permitted by Chapter 184 of the Texas Utilities Code, the customer is prohibited from installing sub-meters for the purposes of resale of electricity as per GEUS' filed and published rate tariffs. No retail customer may profit from resale of electricity received from GEUS.

Master metered services are considered General Service even with residential sub-meters.

Consult GEUS Engineering for recommendations on sub-metering installation.

4.12.4 Number of Meters

All electric services will be metered by a single meter installation for each point of delivery. GEUS will establish one point of delivery for each customer. Two or more points of delivery shall be considered as separate services and billed for each point of delivery.

4.12.5 Location of Metering Equipment

- (a) Meters and meter equipment shall be installed in a location agreed to by GEUS. All meter locations shall be outside the building, accessible and as near as possible to the point of delivery.
- (b) Customer shall pay the actual cost of installing additional facilities to provide service to a meter location other than that designated by GEUS.
- (c) Customer shall provide a proper space that is accessible at all times, clean, safe and free from vibration for the installation of metering equipment. GEUS may remove or require customer to remove as necessary to obtain working space, any debris, equipment, landscaping and other obstacles.
- (d) All outside meter enclosures shall maintain a minimum height of five (5) feet, a maximum height of six (6) feet and a minimum lateral clearance of five (5) feet to driveways. An exception to the minimum lateral clearance requirement may be allowed if the meter enclosure is

protected by a structural part of the building or other structural protection systems (bollards, etc.) are installed or in place.

(e) All signboard meter sockets shall be installed in such a manner that will place the meter facing the nearest street or highway.

(f) Customer meter and meter base shall not be installed on GEUS transformers or on GEUS poles.

4.12.6 Meter Sockets

The meter socket ampacity shall be determined by GEUS using customer provided information on electric service requirements.

4.12.7 Meter Socket Ampacity and Conductor Sizes

The meter socket ampacity shall be determined by GEUS using customer provided information on electric service requirements.

4.12.8 Location of Primary Metering Equipment

The physical location of a primary metering installation shall be determined by GEUS.

4.12.9 Location of Metering Instrument Transformers

(a) Metering transformers will be installed in a location determined by GEUS.

(b) As required, padmount transformer installations will have metering CTs (current transformers) installed on the secondary spade terminals if possible (with customer provided one-inch conduit to location specified). If not possible, the customer must provide and install CT enclosure per GEUS specifications.

4.12.10 Identification of Meters

All meter sockets or enclosures or main disconnects on multiple occupancy dwellings or commercial services requiring the use of more than one meter shall be clearly and permanently identified by the developer/contractor as to street number, apartment number or building section which that meter serves.

4.12.11 Meter Sizes

All installations which have or will have rated capacity of more than 200 amperes shall require instrument transformers for metering purposes. Any deviation shall be approved by GEUS.

4.13 Electric Service Equipment

4.13.1 Location

- (a) Electric Service Equipment shall be located in a readily accessible place and as close as practical to the point where the service entrance conductors enter the building.
- (b) In residences, the required location for the Electric Service Equipment is at a readily accessible point nearest to the entrance conductors, either inside or outside the building wall.
- (c) Electric Service Equipment shall be located as near as possible to Point of Delivery unless approved by GEUS Engineering.

4.13.2 Polypase

Automatic circuit breakers are preferred for this class of service because of convenience in immediately restoring service when the circuit protection operates, thus preventing expensive machine outages for any considerable periods of time. Fused type of equipment is acceptable.

4.14 Customer Utilization Equipment

4.14.1 General

- (a) GEUS builds and maintains adequate lines to supply proper service to all customers using normal equipment. However, since equipment installed by one customer may vary materially and affect the adequacy and continuity of service to other customers and because the misuse of some equipment might constitute a fire hazard or endanger life, GEUS has promulgated the following regulation covering the more common installations of utilization equipment.
- (b) GEUS specifies only such requirements as are necessary to safeguard both the customer and GEUS to end that service may be rendered with a maximum of safety and with a minimum of interruption or disturbance. The customer should consult GEUS for additional details on special equipment which may not be covered in the following paragraphs.

4.14.2 Motors

The protection of motors is the responsibility of the customer. The following recommendations apply to all motors connected to the GEUS system:

- (a) The National Electric Code provides that all motors be equipped with suitable starting switches having overload protection in motors or switches. For three-phase motors, the National Electrical Code requires three (3) running overcurrent protective devices.

- (b) The use of reverse phase and phase failure relays supervising the closing circuits, and low voltage releases and phase balance relays in the trip circuit breakers or conductors is advisable in order to automatically disconnect all motor installation which cannot be safely reversed or which would be damaged by a phase failure or total or partial voltage failure.
- (c) Customer shall provide any surge protective equipment necessary to protect motors from lightning and switching surges.
- (d) All single-phase motors should be connected for 240 volts whenever it is practical to do so in order to minimize voltage drop in the customer's wiring system and GEUS' supply system.

4.14.3 Welders, Arc Furnaces and Tankless Water Heaters

The customer should consult with GEUS concerning the electrical supply for electric welders or arc furnaces and electric tankless water heaters before any commitments for their purchase or installations are made.

The customer may incur charges for corrective actions which GEUS may have to take in order to provide service of acceptable power quality.

4.14.4 Special Apparatus

GEUS strongly recommends that the installation of power equipment not covered in this section, such as rectifiers, z-ray, radio broadcasting stations, high frequency apparatus, heat treating, television transmitters, electric vehicle chargers, etc., be referred to GEUS for advisement before any commitments for purchase or installations are made.

The customer may incur charges for corrective actions which GEUS may have to take in order to provide service of acceptable power quality.

4.14.5 Power Factor

For any load, it is economically important to maintain a power factor as near to unity as possible. The maintenance of a high power factor may result in increased conductor and equipment capacities and reduced operating costs. Where the customer has power or Heating/air Conditioning equipment that operates at a low power factor the customer, when requested to do so by GEUS, shall furnish at the customer's expense, suitable corrective equipment to maintain a power factor on ninety percent (90%) or higher.

If power factor corrective equipment is required by GEUS, it will be provided and maintained by the customer at his/her own expense.

4.14.6 Harmonics

Customers shall implement filtering or other mitigation methods in order to attain and remain in compliance with IEEE Standard 519-1992 IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems or subsequent successor IEEE standards.

4.14.7 Radio and Television Antennas

Antennas and lead-in conductors for radio, radio transmitter, ham radio, and/or television sets shall not be erected over, under or in close proximity of either side of GEUS' power lines or other wires carrying electric current, nor should they be constructed in such a place where they may accidentally come into contact with energized wires. To do so may result in serious accidents, damage to the equipment or poor reception. All installations shall adhere to the requirements found in the latest edition of the NEC (National Electric Code). Where proximity to electric power service conductors of less than 250 volts between conductors cannot be avoided, the NEC requires a minimum clearance of at least two (2) feet. For circuits over 250 volts between conductors, there shall be a ten (10) foot minimum clearance.

The attachment of antenna systems to poles carrying GEUS conductors is strictly prohibited due to the possibility of serious accidents or property damage from accidental contacts. Such attachments will be removed immediately upon discovery by GEUS.

4.15 Miscellaneous

4.15.1 Pole Attachments

Corporations, governmental agencies, subdivisions and businesses who have need and desire to attach their facilities or equipment to GEUS' poles and property may do so only after contract. The fee for such contract shall be negotiated between the applicant and GEUS. Joint facilities using agreements between GEUS and the applicant shall be individually negotiated.

4.15.2 Lightning Arresters

GEUS does not install or provide lightning arresters for the customer's equipment. When lightning arresters are installed by the customer, they shall be connected to the customer's facilities on the load side of the customer's protective equipment.

4.15.3 House Moving

Whenever a house or other oversized loads are to be moved along streets over which electric wires are strung, GEUS must be advised of the time and the route over which the structure is to be moved. The appropriate GEUS crews shall perform the work necessary to remove, cut, raise or handle any wires in connection with the moving of a structure. Appropriate GEUS personnel

will be dispatched to accompany the moving. Under no circumstances shall anyone other than an authorized employee of GEUS remove, cut, raise, or handle any wires in connection with the moving of a structure. The customer is responsible for contacting in advance and will be invoiced for all expenses incurred by GEUS.

4.15.4 Auxiliary Generators

If a customer installs an emergency generator or other alternate energy source, the possibility exists of endangering the lives of personnel who may be working on the lines.

Where energy sources other than that supplied by GEUS are installed, customer shall install as per GEUS specifications a switching and control system to prevent the energization of GEUS facilities by customer's energy source.

Such auxiliary generators or other alternate energy source and their associated equipment shall not be installed without prior written approval from GEUS. Written approval from GEUS can be obtained after submittal of the following:

- (a) Wiring schematic showing GEUS service entrance, standby service equipment, all panels, metering equipment, transfer switch.
- (b) Cut-sheet of the transfer switch.
- (c) Signed statement from customer's licensed electrician or engineer that the equipment has been installed as per GEUS Electric Service Policy and the NEC.
- (d) GEUS reserves the right to immediately disconnect service for non-compliant generator installations that could put GEUS personnel at risk.

4.15.5 Interconnection of Distributed Generation

GEUS standards for interconnection of Distributed Generation are located on the GEUS website at www.geus.org. Customers may consult Customer Service for additional information.

4.15.6 Ground/Fault Protection

All fifteen (15) and twenty (20) Amp receptacle outlets on single phase circuits for construction sites shall have approved ground-fault circuit protection for personnel safety.

4.16 Tree Trimming/Vegetation Management

It is the policy of GEUS to comply with local ordinances regarding tree trimming as well as additional guidelines established in this policy and in the City of Greenville Code of Ordinances.

(Appendix "B" of the Policy Manual pertains to City Ordinances related to tree trimming and tree removal.)

All trimming, both initial and re-trimming, shall be done in accordance with the best recognized and approved principles of modern horticulture and tree surgery, with balanced emphasis on current tree health, symmetry and line clearance.

4.17 Clearing GEUS Lines on Rights-of-Way and Easements

GEUS shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which endanger or interfere with the construction, maintenance or operation of any of its respective GEUS' easements or drainage systems within any of these easements.

GEUS shall have the right of unobstructed ingress and egress to and from and upon the said easements for the purposes of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity of procuring the permission of anyone.

Section 5 – CUSTOMER SERVICE POLICIES

5.1 Service Applications and Contracts

Before service is supplied by GEUS, a request for service shall be made on GEUS' standard application, or contract form, as GEUS' rules or practices may indicate. Such application shall be signed by customer and accepted by GEUS. Requests for electric service may be made in person at GEUS' Customer Service office, by mail, fax or scanned attachment in an email at GEUS' option when acceptable under Federal FACT Act Standards.

Service under such application or contract will be furnished only under and in pursuance of such rate or rates therefore as may be fixed for such service by the GEUS Board. A Separate application or contract shall be made for each class of service at each separate location.

5.2 Application for Service

5.2.1 Identification

Proof of identification in the form of a driver's license, identification card or other forms of identification approved by a state, national or international government agency are required at the time of application and must be submitted before GEUS service will be provided. A copy of a customer's lease or proof of ownership of the facility may be required before services can be established. A Letter of Authorization, tax identification number, Corporate Resolutions and copies of Articles of Incorporations, Partnerships or other corporate documents are required on all Commercial accounts before GEUS service will be provided. Applicants may be required to provide an official 911 address if the service location is in question. Existing customers transferring within the System may be required to fill out another application and supply deposits for the new location. Deposits may be based on credit score or existing payment history with GEUS.

5.2.2 Account Access

Only the person or persons listed on the application for service or listed on a Letter of Authorization from the applicant are authorized to transact business on a GEUS account.

5.3 Rights-of-Way Easements

Customer shall provide, and customer's acceptance of electric service, shall constitute a grant of the necessary easement and rights-of-way on property owned by customer at no cost to GEUS and customer shall aid and assist GEUS in the acquisition of all other necessary rights-of-way and permits on, over or under property owned by other along the route from the point of delivery to GEUS lines for the installation, maintenance and operation of electrical lines and equipment as may be necessary for the supplying of electricity to customer. Customer shall also maintain

easements to ensure free access for repairs and maintenance of facilities. Customer will not plant trees or shrubs, build fences, erect poles or cause to exist any obstacle to the free access of easements. In the event that customer erected structures such as fences, portable buildings, etc., must be moved in order to provide repair or maintenance service, the cost of such action and subsequent return of the easement to its original condition will be the responsibility of the customer. Service to customer will not be refused if GEUS is unable to obtain necessary easements from other property owners. However, it is necessary for GEUS to resort to condemnation to obtain required easements to provide such service, the time required to provide service may be lengthened.

Such easements and rights-of-way shall continue in effect so long as such lies and equipment are used or useful for furnishing electric service and in the case of underground service shall be permanent, even though service to customer may be discontinued. If requested to do so, customer shall execute such documents as GEUS shall deem necessary or desirable to evidence such easements and rights-of-way.

5.4 Rates and Charges

Upon request for service by a residential applicant or for a transfer of service by a residential customer, GEUS shall inform the applicant or customer of GEUS' lowest-price alternatives available at the customer's location. GEUS shall provide this information beginning with the lowest-price alternative and considering applicable equipment options and installation charges.

GEUS publishes current rates on the GEUS website at www.geus.org and current rates are available from Customer Service. GEUS does not provide individualized notifications of rates to customers. No refund will be made representing the difference in charge under different rates applicable to the same class of service.

5.4.1 Rate Options

When optional rates are available, it is the customer's right and obligation to designate a choice, but no adjustment of past bill will be made as a result of a rate change. GEUS' rate schedules are based on twelve (12) months usage and no more than one (1) change in rate schedules will be made within any twelve-month (12) period for any one (1) customer, except in case of a substantial permanent change in the customer's service requirements. An annual minimum charge may be required for a seasonal customer.

5.4.2 Equipment Repair

GEUS may charge for all labor, material and equipment necessary to repair or replace all equipment damaged due to meter tampering, bypassing or other service diversion and other cost necessary to correct service diversion where there is no equipment damage, including incidents

where service is reconnected without authority. An itemized bill of such will be provided to customer.

Any additional penalty or any other additional charge for meter tampering, bypassing or other service diversion will be ordered by a court of law of competent jurisdiction.

5.5 Use of Electric Service

In no case shall customer, except with written consent of GEUS, extend his/her line across a street or alley or to adjacent property in order to furnish service for such adjacent property, nor permit it to be done, even though such adjacent property be owned by him/her; nor shall customer sell or otherwise dispose of the electric service supplied him/her without written consent of GEUS. Consent may be given when such adjacent properties are operated as one integral unit, under the same name, for carrying on parts of the same business.

Customer shall not permit another source of electric energy to operate in parallel with GEUS System or use GEUS' supply as a source of standby, auxiliary or supplemental service except with written consent of GEUS. (See Section 4.16.4 and 4.16.5). More specifically, GEUS will not be required to supply or continue to supply service to any customer where a portion of the customer service is covered by a contract. The customer shall not sell the energy purchased from GEUS to any other customer, company or person and shall not deliver energy purchased from GEUS to any connection wherein said energy is to be used off of the customer's premise from which the meter is located.

5.6 Customer's Liability

Customer assumes all responsibility for the electric current and for the wires, apparatus, etc., used in connection therewith, upon customer's premises and at and from the point of delivery of power, is such point is located off of customer's premises and will protect, indemnify and hold GEUS harmless from all claims for injury or damage to person or property occurring upon customer's premises or at and from such point of delivery, occasioned by such electric current or said wires or apparatus.

It shall be the customer's responsibility to properly protect GEUS' property on the customer's premises or easement and the customer will permit no one who is not an agent of GEUS to remove or tamper with GEUS' property. When service lines, meters or other equipment are damaged by contractors, construction companies, governmental agencies or others, such damage shall be paid by the customer. In the event a contractor working for the customer damages GEUS' facilities and such contractor is unwilling or unable to pay for the pair cost assessed by GEUS, then the customer shall pay GEUS the actual cost of such repairs.

5.7 Access to Customer's Premises

Customer shall allow employees or agents of GEUS enter customer's premises at all reasonable times for the purpose of installing, operating, maintaining, inspecting, testing, servicing, reading, examining and inspecting GEUS' meters, tree trimming and tree removal, and testing and repairing or removing GEUS' meters, instruments, auxiliary equipment or other property. The customer must ensure that GEUS will have unrestricted access to the meter. Upon GEUS' request, customer will restrain dogs or pets so that GEUS employees can safely perform normal duties. The customer will be responsible for removing obstructions such as shrubs, fences, etc., or for relocating the service at the customer's expense. The "riser" (electrical conduit) shall be fully visible and located on an outside wall. Effective February 1, 2017, existing concealed risers shall be relocated prior to reactivation of electrical service for a new accountholder. Upon preapproval, GEUS will reimburse up to 50% of the relocation costs, with reimbursement not to exceed \$400.00. After GEUS confirms the riser has been relocated, GEUS will apply this credit to the customer's account or issue a check if the responsible party isn't the future accountholder.

As to GEUS' employees or agents upon customer's premises for any purpose, including inspection or any similar program, GEUS shall not be liable for, and customer shall indemnify GEUS against, all claims for damages to persons or property based upon such employees or agents failing to discover, or if discovered, their failure to report, correct or terminate service to any unsafe or improper structures, equipment, wires, appliances or devise owned, installed, leased or maintained by the customer.

5.7.1 Meter Access

Customers and their agents, such as employees, contactors, etc., shall not place obstacles on or about any electric meters, transformers, pedestals or any other equipment which in any way obstructs free access to such facilities. This shall include the building of fences, planting of trees, shrubs, bamboo or any other obstacle that would preclude free entrance to easements or free access to the above-mentioned facilities.

Free access shall be defined as follows (clearances are measured from the limbs/tip/foliage of the shrub, not from the trunk or base):

Minimum ten (10) feet from the lock side of transformers, junction boxes, switching cabinets, etc., (i.e., all except pedestals).

Minimum five (5) feet from all other sides of transformers, junction boxes, switching cabinets, etc.

Minimum five (5) feet from all sides of pedestals.

Minimum three (3) feet from all sides of meter.

A Fifteen-Dollar (\$15.00) fee may be assessed each month after the customer has been notified in writing or in person of the obstruction. Refusal by customer to allow GEUS reasonable access

to meters, service connections and other property owned by GEUS on customer's premises shall be deemed sufficient cause for discontinuance of electric service.

If it becomes necessary for GEUS employees or agents to remove obstacles, including and not limited to fences, trees or shrubs. GEUS will not be responsible for replacing dead grass, re-building fencing, landscaping, etc.

5.8 Deposit Requirements, Amounts

At the time of making application for electric energy service to be provided by GEUS, any required deposits shall be paid in accordance with Section 5.8.1 and Section 5.8.2. Deposit amounts shall be based upon the individual's or business' credit rating. Credit ratings shall be obtained from a nationally-recognized credit agency selected by GEUS. GEUS establishes criteria for credit levels to determine deposits based on the recommendation of the credit agency providing the customer's credit rating. An individual's social security number will be required in order to pull credit history. No credit information will be requested without written consent from the applicant. Applicants unwilling to give consent or supply their social security number shall be charged the maximum deposit. Residential applicants shall not be charged for the credit request, but commercial applicants shall be charged the same amount per request as is charged by the credit agency.

Residential and Commercial credit will not be checked without written permission from the person/business whose credit is being checked. This written permission will allow the GEUS Customer Service Supervisor, or his/her authorized representative, to follow up once each year with a credit check, at GEUS' expense, while service is active. Adjustments to the residential or commercial deposits may be made at any time based on information received from the credit history or actual account history.

5.8.1 Residential Connections, Deposit Amounts

- (a) The deposit shall vary dependent upon the residential applicant's credit rating.
 - (i) Good Credit - \$0 Required
 - (II) Fair Credit - \$200 Required
 - (iii) Poor Credit – Sixty (60) days of estimated maximum cost with a minimum of \$275
- (b) Residential deposits shall be made either:
 - (i) In full; or

- (ii) Two-thirds to be paid at the time of making application and the remaining portion to be billed on the first month's billing; or
- (iii) By presenting a letter of credit faxed or emailed directly from applicant's most recent electric utility company which represents a satisfactory payment history for at least twelve (12) months preceding the date of applications. To be satisfactory, the letter of credit must indicate that the applicant has not been late paying more than two (2) times during the period. Letters of credit must be for services ending within the past ninety (90) days.

5.8.2 Commercial Connections, Deposit Amounts

- (a) The deposit shall vary dependent upon the commercial applicant's credit rating.
 - (i) Good Credit - \$0 Required
 - (ii) Fair Credit – A service deposit shall be required equal to an estimate of the maximum cost of sixty (60) days of GEUS service, with a Two Hundred Fifty Dollar (\$250.00) minimum deposit.
 - (iii) Poor Credit - 150% of Estimated Fair Credit Cost Required.
- (b) Commercial Deposits shall be made as follows:
 - (i) For commercial GEUS accounts held in the name of a Limited Liability Partnership, the service deposit required shall be equal to an estimate of the maximum cost of ninety (*90) days' GEUS service, with a Five Hundred Dollar (\$500.00) minimum deposit.
 - (ii) The amount of the deposit shall be estimated by GEUS' Customer Service Supervisor or his/her authorized representative. Where billing statistics for a comparable establishment are not available to establish the deposit for a commercial connection, GEUS Customer Service Supervisor shall direct the Engineering Department to estimate a one (1) month billing based upon load information received from the applicant. This one (1) month estimate can then be used to apply the proper deposit to the account. GEUS Customer Service office shall review the estimate after three (3) months and will make the appropriate adjustment in the deposit amount at that time.
 - (iii) For temporary construction (saw service) connections, a standard service deposit may be required dependent upon credit score or GEUS payment history. The standard connection fee of Twenty Dollars (\$20.00) will be applied.
 - (iv) Commercial deposits shall be made in full before service is connected.
 - (v) State offices are eligible for a waiver of deposit if the State Office has a 911 address and the utility bill is established in the State office name.

NOTE: In addition to a deposit on a commercial account, an inspection verification must be completed before GEUS service can be initiated. (Reference Sections 3.1, 3.2 and 3.4)

5.9 Deposits and Fees

5.9.1 Deposit Refunds and Adjustments

Any residential or commercial customer whose account has been active for twenty-four (24) months, has not reached the non-payment cut off list during that period, has not presented any non-sufficient funds payments and has not been late paying more than twice during that period, may have the deposit for electric service applied to their account balance. GEUS may request permission to check credit scores, if permission has not already been granted, before deposits are refunded. GEUS reserves the right to apply at least the “fair Credit” deposit level should a customer receive more than two (2) late pay fees in a twelve (12) month period. Any customer reaching the non-payment list may be subject to at least the “fair credit” deposit being applied to their account. Any customer late paying more than six (6) times in the past twelve (12) month period and/or reaching the cut off list two (2) times within a twenty-four (24) month period, may be subject to the “poor credit” deposit being applied to their account. Customers failing to meet their obligation when given an extension may have their deposits increased to the “poor credit” level.

5.9.2 Non-payment and Failed Payments

If a residential or commercial customer has service disconnected for non-payment of a bill or has paid a bill with a check or other bank drafting instrument that is not honored by the bank or online pay service for any reason twice within the most recent twenty-four (24) month period, that customer may be required to increase the deposit to an amount equal to the poor credit level for electric service to that service address. Service may not be restored until the increased deposit is paid. The customer may be placed on a “cash only” status and checks will not be accepted for a period of one (1) year from the date the last unaccepted check was issued. Should a residential or commercial customer present a single unaccepted check or other bank drafting instrument after having already been on “cash only” previously, that customer may be placed on “permanent cash only”. Should a deposit or first bill be paid with a non-sufficient funds check, the residential or commercial account may be placed on “cash only” for twelve (12) months and the customer may be required to increase their deposits to the maximum level.

5.9.3 Deposit Funds

All sums of money so collected, or hereafter to be collected, as a cash deposit securing GEUS system against losses that may be sustained when a customer of electric energy discontinues the use thereof, shall be deposited in a special account to be used for the payment or adjustment of final amounts due GEUS for electric service used when an account is closed, provided, however,

such funds or deposits may be used by GEUS as working capital for the making of permanent improvements within GEUS system, but the funds shall never be reduced to a point where current adjustments or closing of accounts could not be met. Should the use of these funds as a working capital create a deficit to the point where the current adjustments of withdrawals could not be met, there shall be transferred sufficient funds from the general operating revenues of GEUS system to provide a sufficient active fund for that purpose. GEUS billing department shall keep an accurate record of depositors and amounts deposited to the credit of the special account, as heretofore provided. In the event a customer making such deposit becomes insolvent, makes an assignment for the benefit of creditors or has account terminated voluntarily or for non-pay, GEUS shall have the right and authority to apply the deposit to any account held in the name of that customer that has an outstanding balance.

5.9.4 Service Initiation Fee

In addition to the deposits herein required, there shall be a service initiation fee of Twenty Dollars (\$20.00) which shall be paid upon application for service or included on the initial GEUS bill rendered to the new service address. Connections may be made on the next working day following the completion of the application and payment of deposits dependent upon the time of application and the connection schedule. Requests for same day out-of-standard schedule residential connections will be charged a Forty-Five Dollar (\$45.00) fee instead of the Twenty Dollar (\$20.00) service initiation fee.

5.9.5 Distributed Generation (DG) Fees

Proposed DG facilities of less than 25 kW with inverters will be assessed a \$500 Initial DG Application Fee to cover the costs of GEUS personnel to review plans, inspect system, and to provide meters. If the DG facilities includes more than one DG Type, a \$325 Additional Fee will be assessed for every additional DG Type.

One installation plans resubmittal is included in the Initial DG Application Fee. A \$50 fee will be charged for each resubmittal of installation plans.

DG facilities larger than 25 kW or with rotating machines will be assessed a \$300 Application Fee to review the design and determine additional steps needed. GEUS will provide an estimate for the cost of interconnection study which is to be paid before additional studies can be completed. If the interconnection study reveals that additional upgrades are needed, the applicant will be responsible for completing the required work and/ or paying for the costs of upgrades before the upgrades can be completed and the DG unit connected.

After the proposed DG facility receives an Authorization to Build and the installation of the DG facility is completed, an inspection by GEUS personnel will be performed. If the installation fails GEUS inspection, a \$300 Reinspection Fee will be assessed for each required reinspection.

5.9.6 Read and Leave On Service

GEUS' Customer Service Supervisor is authorized to provide service on a "read and leave on" basis to property owners who engage in the business of premise rentals/leases for residential use (e.g. houses, apartments, condominiums, town homes, mobile homes). These property owners must maintain a current application for service on file every thirty-six (36) months. In such cases, a service charge of Ten Dollars (\$10.00) will be charged each time the service is provided back into the name of the property owner or it's DBA. Requests for same day out-of-standard schedule residential read and leave on service would be Sixty-Five Dollars (\$65.00). If property owner does not elect to apply the "read and leave on" policy, a service charge of Twenty Dollars (\$20.00) for all new connections and reconnections of electric service shall apply.

5.9.7 Landlord Disconnect Requests

Landlords requesting service be terminated at their rental property or transferred to their name when service is still active in the tenant's name shall be required to complete GEUS' Landlord Disconnect Form which states the termination is not being done to evict the tenant.

5.9.8 Deposit Transfers

Any deposit made pursuant to the provisions of this section for electric services at the address shown on the original application may be transferred by GEUS' Customer Service Supervisor to any subsequent address of the same original applicant at the written request of such applicant, signer of any application, depositor or if a default on any account occurs.

5.10 Billing Policy

5.10.1 Bill Payments

Rates and charges for the provision of electric service shall become due upon receipt and such bill shall be paid by the customer of such service at GEUS' Customer Service Center, through GEUS' online payment system or other designated place authorized to receive GEUS payments. Such charges shall appear on GEUS' statement in conjunction with water and sewer and other GEUS charges for the current month of the user and shall be chargeable as a lien or legal charge against the deposit made for security of payment of the account.

GEUS may collect credit card transaction fees in accordance with GEUS' current credit card payment contract in effect at the time the credit card payment is made.

5.10.2 Billing and Investigations and Adjustments

Requests for billing investigations and adjustments must be made within sixty (60) days from the date of issuance and credit is limited to sixty (60) days. No adjustments will be given for requests received after the sixty (60) day period.

5.10.3 Late Charge

Should a bill for charges or security light rentals for electric service remain unpaid after fifteen (15) days from the date of issuance, a late charge shall be imposed on the total amount of the balance outstanding for GEUS services. A late charge shall be equal to five percent (5%) of the total balance due and shall be automatically added to the customer's GEUS account.

5.10.4 Failed Payment Fee

A charge of Thirty Dollars (\$30.00) shall be assessed against any customer who presents for payment of charges for electric service or security light rentals, a check or other drafting instrument which is returned by the bank or financial institution for insufficient funds or for any other reason if the City of Greenville or GEUS is assessed a fee. No temporary checks will be accepted on any accounts and no out-of-state checks will be accepted by GEUS for residential customers.

5.10.5 Responsible Party

Regardless of agreement between owner and occupant, charges and rentals for electric service shall be billed against and collected from the person using such service or benefiting from the provision of such service. The person or persons receiving GEUS service is/are responsible for the bill for said service as well as any past service provided to that person or persons regardless of the actual name on the current active GEUS account.

5.10.6 Late Charge Waiver

An eligible residential customer may apply in writing to GEUS' Customer Service Supervisor for waiver of a late charge for current billings only. To be eligible for a late charge waiver, an applicant must present satisfactory proof of eligibility for Medicare benefits, Medicaid/SSI benefits, AFDC benefits, or if not eligible for Medicare, participation in any other recognized retirement system or proof that the occupants of the household only receive one total payment per month or proof that customer is 60 years of age or older. Such waiver would not apply to any account that carries a prior balance or resides in a billing cycle that normally is mailed the week before or the week of the date the customer receives their monthly payment. The late charge waiver, if granted, applies only to one residential account carried in the name of the applicant or the spouse of the applicant. Proof of eligibility must be provided annually. Late

charge waiver accounts are to be paid in full monthly prior to the next billing date and are subject to non-payment fees, disconnection of service and increased deposit amounts.

5.10.7 Billing Dates

As used in this Article, date of issuance shall mean the date when a bill is issued electronically or placed in the United States mail, properly addressed to the customer. Date of receipt shall mean the date when the payment can reasonably be applied to the customer's account during normal business hours.

5.10.8 Fee Waivers

GEUS' Customer Service Supervisor or his/her authorized representative shall have authority to waive late charges and non-payment fees for any customer who has had active service for at least twelve (12) months and has not been notified of late payment within the preceding twelve (12) month period. Requests for removal must come within sixty (60) days of the charges being applied.

5.10.9 Level Billing

New or existing residential customers that are not currently past due, nor have reached the non-payment list in the past twelve months, may sign up for GEUS' Level Billing Program. Level Billing averages a residential customer's last twelve (12) electric charges then charges the rolling average each month.

Customers reaching the non-payment list will be taken off Level Billing causing the rolling balance difference to apply to their account and be due with the next bill. This same settle up will occur each time a Level Billing account finals.

To participate in Level Billing, customers must have a minimum of twelve (12) months service billed at the address where Level Billing is requested.

Customers on Cash Only status or found to have tampered with a meter will be taken off Level Billing and will not be eligible for re-enrollment for twelve (12) months. Permanent cash only customers or customers tampering with meters more than once are no longer eligible for Level Billing.

5.11 Disconnection and Reconnection of Services

On the nineteenth (19th) day after a bill for electric service is mailed, if payment has not been received by GEUS, a disconnection notice shall be mailed to the customer. The deadline for payment of the balance due shall be specified on the disconnection notice and shall be not less than five (5) days nor more than seven (7) days after the mailing of the notice. If payment is not

received by GEUS, or any other location designated to receive GEUS payments, by the date specified in the disconnection notice, a Forty Dollar (\$40.00) non-payment fee shall be added to the residential or commercial customer's account. Non-standard disconnects requiring GEUS crews to make the disconnection will be charged an additional Sixty-Five Dollars (\$65.00) or One-Hundred Thirty Dollars (\$130.00), dependent upon which crew is required to make the reconnection. Services shall be scheduled for disconnection on the next working day. These non-payment fees shall apply, even if service is not disconnected. In addition, any and all service charges associated with the disconnection or reconnection of service shall apply in all cases, even if payment is received after the date specified in the disconnect notice. GEUS' Customer Service reserves the right to forego or postpone disconnection of service if the prior balance is Forty Dollars (\$40.00) or less. GEUS pre-pay electric customers that have their water service disconnected shall have pre-pay electric service blocked based on the City of Greenville's code requiring water service in all homes.

Upon failure to pay an electric account when due, the GEUS General Manager or his/her authorized representative, for and on behalf of GEUS, shall have the authority to order electric service provided under such account disconnected and discontinued until the appropriate service charges for reconnection of such service have been paid to GEUS or any other location designated to receive GEUS payments, together with all delinquent charges due upon the account.

5.11.1 Account Termination

Accounts not paid within ten (10) business days of reaching non-pay status will be terminated and a final meter reading obtained. Any deposits held for the purpose of securing the account shall be applied to the account balance in accordance with Section 5.9.3 of this Policy. A refund of any remaining deposit funds will be issued to the accountholder. In order to reinstate service, the customer must complete a new application for service and supply any required deposits.

5.11.2 Extensions

No agreements to extend service or credit to a residential customer shall be made except in case of emergencies, upon prior approval of GEUS' Customer Service Supervisor or his/her authorized representative. Extensions of not more than fourteen (14) calendar days from the last day to pay will only be allowed for two (2) billings during a rolling twelve (12) month period. No extensions will be allowed on first bills, extensions on top of extensions, nor bills containing deposits.

5.11.3 Reconnection Fees

There shall be no service charges for residential reconnection made during the days of the week Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. These reconnects will be worked into the schedule and reconnected during normal business hours, no later than noon on the next working day after the payment is made.

Remote reconnect charges for residential reconnection made between the hours of 4:00 p.m. and 8:00 a.m. Monday through Friday or any hours on weekend days or GEUS Holiday, shall be Thirty-Five Dollars (\$35.00)

After Hours Service charges for residential reconnection made at the customer's location between the hours of 4:00 p.m. and 9:00 p.m. Monday through Friday, or any GEUS Holiday, shall be Sixty-Five Dollars (\$65.00).

After Hours Service charges for residential reconnection made at the customer's location between the hours of 9:00 p.m. and 8:00 a.m. Monday through Friday, or any hours on weekend days or GEUS Holiday, shall be Two-Hundred Seventy-Five Dollars (\$275.00).

Non-standard commercial reconnects made during the days of the week Monday through Friday, between the hours of 8:00 a.m. and 3:00 p.m. shall be charged a Sixty-Five Dollar \$65.00) fee. No commercial reconnects will be performed after hours. Residential payments received after hours by the Police Station will require an additional service fee assessed by the Police Department.

5.11.4 Disconnection for Meter Tampering

GEUS Customer Service Manager, or his/her authorized representative, any order and direct that services be discontinued at any location by the disconnection of service when physical evidence shows that the electric meter has been subjected to tampering. The phrase "when physical evidence shows that the electric meter has been subjected to tampering" shall mean any one or any combination of the following: (1) electric meter is found to have been removed; (2) the cover or any part or portion of any such meter or terminal box is found to have been removed; (3) any part or portion thereof has found to have been loosened; (4) any foreign object is found to have been inserted; (5) any foreign substance is found to have been injected into any such meter or terminal box; (6) any adjustment is found to have been made in the mechanism of any such meter; or (7) any wire has been found to have been tapped onto or connected to the supply conductor of any such terminal box.

The finding of any fact, circumstance or condition on or about any such electrical meter, terminal box or conductor that tends to show or evidence that any act or acts have been committed or performed in violation of any portion or portions of this section, shall be and constitute *prima facie* evidence and create an evidentiary presumption of knowledge on the of the person having subscribed for electric service through any such electric meter or the person having the custody or management of the building, room or place for which such subscription for any service is made, of the performance or commission of any such act or acts prohibited under this code. Such subscriber or other person shall be deemed to have or caused to occasion the performance or commission of any such prohibited act or acts. Upon finding evidence of meter tampering, a

criminal complaint may be filed with the appropriate law enforcement agency, which may assess its own fines and penalties. The service charge for reconnecting services in this instance must be pre-paid and may be One-Hundred Twenty-Five Dollars (\$125.00) for the first time such evidence is found for an accountholder; Two-Hundred Fifty Dollars (\$250.00) the second time such evidence is found for an accountholder; and Three-Hundred Seventy-Five Dollars (\$375.00) each time for all meter tampering incidences after two. In these instances, services may be reconnected only during regular working hours between 8:00 a.m. and 5:00 p.m. during the days of Monday through Friday and not on holidays observed by the personnel or employees of GEUS. The service charge provided herein shall not be construed as an assessment of a fine as provided by the City of Greenville Code of Ordinances. Upon finding evidence of meter tampering, the account may be placed on “cash only” and maximum deposits may be applied. If evidence is found a second time, the account may be placed on “permanent cash only”.

If a cut, broken or missing meter seal is discovered, GEUS personnel will investigate to determine if there is evidence that diversion has occurred. If no evidence of diversion is found, a new meter seal will be installed and the following actions will occur: (1) for the first occurrence, a letter will be sent to the customer notifying them of discovery of a cut meter seal and informing them of GEUS policies and customer responsibilities in regard to meter seals and metering equipment; (2) for the second occurrence, a second letter will be mailed to the customer by certified mail and a \$40.00 “broken meter seal fee” will be charged to the customer’s account; (3) for the third occurrence, additional investigation will be conducted, including discussions with the customer to attempt to identify causes of repeated cut meter seals and to determine if undetected meter tampering has occurred or is occurring; at the discretion of the General Manager, a service charge of One-Hundred Twenty-Five Dollars (\$125.00) may be assessed to the customer’s account to recover GEUS’ cost of investigation and meter seal replacement.

Accounts with evidence of tampering may be placed on cash only and no extensions allowed for twelve (12) months.

Further, GEUS’ Customer Service Supervisor, or his/her authorized representative, shall bill and collect from the customer, under the proper rate schedule, for all estimated electrical usage not recorded on the meter by reason of such tampering or interference with such meter, for a period of the service up to six (6) months, the amount of which may be estimated by GEUS from the best available data.

5.11.5 Suspension of Disconnections Due to Weather

The System must terminate electric service to customers whose bill remain unpaid. However, the System recognizes that disconnection of electric service during periods of extreme weather may cause risk to the health and safety of customers.

(i) Disconnection during extreme weather. GEUS shall not disconnect a customer anywhere in its service territory on a day when:

1) the previous day's highest temperature did not exceed 32 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours, according to the nearest National Weather Service (NWS) reports; or

2) the NWS issues a heat advisory for Hunt County or when such advisory has been issued on any one of the preceding two calendar days.

Service may be disconnected on the next business day for which extreme weather is not forecast, without further notice. GEUS will not extend disconnections beyond extreme weather conditions. Suspension of disconnection due to extreme weather in no way relieves the customer of their payment obligation to GEUS.

5.12 Meter Testing and Meter Re-Reads

Any customer may request to have an electric meter tested by making a request to the GEUS Customer Service office. It shall be the duty of GEUS to cause the meter to be tested at the earliest convenience at no charge to the customer if there has not been a meter testing request from that location in the past twelve (12) months. Any additional meter test requests during a twelve (12) month period will be charged a Fifty Dollar (\$50.00) service charge. If the meter is found to be registering more than two percent (2%) over or under the correct reading, an adjustment will be made to the account and the Fifty Dollar (\$50.00) service charge will be waived.

5.12.1 Back-Billing Limitations

Back-billing under this subsection shall not exceed a period of:

(a) three (3) months, if GEUS discovers a non-compliant meter or other equipment that has not been affected by meter tampering and the back-billing would result in additional electricity charges to the customer; or

(b) six (6) months, if GEUS discovers a non-compliant meter that has been affected by meter tampering and the back-billing would result in additional charges or fees to the customer.

The back-billing shall not be limited if GEUS discovers a non-compliant meter that has not been affected by meter tampering or has provided incorrect meter readings that are unrelated to meter tampering and the back-billing would result in a credit to the customer.

5.13 SmartPay Service

Pre-paid (SmartPay) electric service is available to all GEUS customers. Electric service is purchased through the GEUS App or any authorized payment location. A list of payment locations is provided on the GEUS website at www.geus.org.

5.13.1 GEUS SmartPay Customer Deposit

- (a) \$0 – with a good credit rating or payment history
- (b) \$75.00 - fair or poor credit rating or history

5.13.2 SmartPay Fees

- (a) Service Fee: Twenty cents (\$0.20) per day shall be assessed for SmartPay service
- (b) Transaction fee: No payment transaction fees shall be charged for payment made at the GEUS Customer Service building. A One Dollar (\$1.00) transaction fee shall be assessed when transactions are completed at other locations that accept GEUS payments.

5.13.3 Minimum Transaction

A minimum transaction of Ten Dollars (\$10.00) shall be required to establish service and for each transaction on the account.

5.13.4 SmartPay Rates

Rates for this service are the standard GEUS residential electric rates.

5.14 Aid to Construction Charges

Charges for aid to construction costs billed under a separate invoice will be added to a customer's GEUS bill if the charges are not paid within thirty (30) days of the date of invoice.

5.15 Critical Care Customers

A residential customer who has a person permanently residing in his/her home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life shall be deemed a Critical Care Customer once the registration form has been signed by the physician and returned to GEUS. This designation or re-designation is effective for two (2) years.

Each time a Critical Care Residential Customer seeks to avoid disconnection, the customer shall accomplish all of the following by the stated date of disconnection:

(a) Have the person's attending physician ("physician" shall mean any public health official, including medical doctors, doctors of osteopathy, nurse practitioners, registered nurses and any other similar medical professional) contact GEUS to confirm that the customer is a Critical Care Residential Customer;

(b) Have the person's attending physician submit a written statement to GEUS confirming that the customer is a Critical Care Residential Customer; and

(c) Enter into a deferred payment plan requiring fifty percent (50%) payment and the remaining balance billed over not more than the next five (5) months.

If the Critical Care Residential Customer does not accomplish the above requirements to avoid disconnection:

(a) GEUS shall provide written notice to the Critical Care Residential Customer of its intention to disconnect service not later than twenty-one (21) days prior to the date that service would be disconnected. Such notice shall be a separate mailing or hand delivered notice with a stated date of disconnection with the words "disconnection notice" or similar language prominently displayed; and

(b) Prior to disconnecting a Critical Care Residential Customer, GEUS shall contact the customer. If GEUS does not reach the customer by phone, GEUS shall visit the premises and if there is no response, shall leave a door hanger containing the pending disconnection information and information on how to contact GEUS.

5.16 After Hours Service

If GEUS service repair crews are dispatched after normal working hours and after investigation it is determined that the outage is due to problems concerning a customer's equipment (tripped breaker, etc.), the customer will be assessed a charge for the service call. The minimum charge for such an instance will be Sixty-Five Dollars (\$65.00). The maximum charge will be GEUS' actual cost, including labor at overtime rates, equipment charges and standard additions.

APPENDICES

“A” – GEUS RATES FOR ELECTRIC

“B” – CITY OF GREENVILLE CODE OF ORDINANCES – DIVISION 4. DAMAGING TREES AND SHRUBS

“C” – DEMAND RESPONSE RIDER

APPENDIX “A” – GEUS ELECTRIC RATES

<https://www.geus.org/177/Rates>

**APPENDIX "B" – CITY OF GREENVILLE CODE OF ORDINANCES – DIVISION 4. DAMAGING TREES
AND SHRUBS**

CHAPTER 16, PUBLIC PLACES
ARTICLE 16.06 TREES AND SHRUBS

<http://z2.franklinlegal.net/franklin/Z2Browser2.html?showset=greenvilleset>

APPENDIX "C" – DEMAND SIDE RESPONSE RIDER

Application:

This rider is available to any retail customer receiving electric service under a GEUS electric rate schedule that has metered load in excess of 1500 kW billing demand that can reduce load on short notice at times when wholesale market prices reach predetermined levels.

Conditions of Service:

All charges, character of service and terms and conditions of the GEUS Rates for Electric Service under which the customer receives service apply except as expressly altered by this Rider.

GEUS will notify the customer's designated contact that wholesale market prices have increased above predetermined levels and that a Demand Side Response (DSR) event has been initiated. The customer will, at customer's sole discretion, reduce load by an agreed upon minimum level of demand reduction. Once wholesale market prices have reduced below a predetermined level, GEUS will notify the customer that the DSR event has been terminated and the customer can return to normal operations at customer's discretion.

A letter agreement will be necessary between GEUS and the customer that specifies the duties and responsibilities of each entity. This agreement will include language that describes this rider, both entities will use best efforts and that there are no performance requirements or penalty provisions on either entity.

Term:

The minimum term of an agreement under this Rider is one year, but either party may terminate the agreement immediately upon notice. This rider may be terminated by GEUS at its discretion.

Metering:

Interval metering is required for this service.

Rate:

A credit will be calculated and applied to the customer's electric bill at the end of each billing period that is based on one-half of GEUS' avoided wholesale market cost or incremental wholesale market sales during each DSR event during the billing period. The DSR load amount will be calculated based on the reduction in customer's interval metered load during each DSR event compared to customer's average metered load during the hour immediately preceding the DSR event. The credit for each DSR event will be determined by multiplying the DSR load amount by ERCOT Load Zone North Settlement Point Prices during each 15-minute settlement interval during the DSR event. In the event ERCOT makes after-the-fact Real-Time Market Price Corrections to Settlement Point prices affecting any DSR event credit, an adjustment will be made to the DSR event credit and applied to the customer's next bill.