



FLORESVILLE ELECTRIC LIGHT & POWER SYSTEM

TERMS AND CONDITIONS

GOVERNING ELECTRIC SERVICE

FLORESVILLE ELECTRIC LIGHT & POWER SYSTEM (“FELPS”)

Effective June 27, 2018
Supersedes All Prior Policies and Practices

**P.O. BOX 218 | 1400 4TH ST.
FLORESVILLE, TX 78114**

www.felps.us

**T (830) 216-7000
F (830) 393-0362**

INDEX OF TERMS AND CONDITIONS GOVERNING ELECTRIC SERVICE

Application or Contract for Service	1
Rates	1
Definitions	1
Connection and Service Run Charges	1
Standard Connection Charges	3
Overhead Service Run Charges	3
Secondary Underground Service Run Charges	4
Line Extension Charges and Policies	4
General Line Extension	4
Permanent Residence Connections	5
Non-Permanent Residence Connections	5
Small Commercial Connections	5
Subdivision Connections	6
Temporary Connections	6
Commercial and Industrial Three Phase Connections	6
Oilfield and Three Phase Water Well Extensions	7
Residential Underground Extensions	7
Commercial Underground Extensions	7
Miscellaneous Installation Charges	8
Lighting and Pole Installation Charges	8
Meter and Service Pole Charges	8
Light Installation	8
Billing and Payment Policies	9
Calculations and Issuance	9
Returned Payment Policy	9
Delinquent Bill and Bad Debts	9
Back Billing and Re-Billing	10
Deposits and Credit Requirements	11
Residential Applicants	11
Commercial Applicants	12
Refund of Deposits	12
Amendments to Credit Requirements for Current Accounts	13
Contract for Commercial Service	14
Theft of Power	14
Miscellaneous Policies and Charges	15
Meter Test upon Request of Customer	15
Claims for Destruction of FELPS Property	15
Service Transfer/Discontinuance	16
Repeat Call Charges	16
Field Notification Charges	16
Meter Access Charges	16
Smart Meter Opt Out/In Charges	16

APPLICATION OR CONTRACT FOR SERVICE

All applications for service, except government contracts, shall be made on Floresville Electric Light & Power System's (FELPS) standard application or contract form and shall be signed by the Customer and accepted by FELPS before service will be supplied. FELPS may refuse any applicant indebted to FELPS for service rendered at any location until such indebtedness is paid or secured to the satisfaction of FELPS.

Applicant must provide identification in accordance with the definition set forth in Deposits and Credit Requirements – Residential Customers to establish his (or her) true identity. Applicable Meter Security Deposit must be made in accordance with established policy before a connection will be made.

RATES

The rate schedules may be obtained from FELPS and is available at www.felps.us.

FELPS's rates will be applied in accordance with and subject to the limitations as set out in each rate schedule.

All rates are subject to change by any regulatory or governmental body having legal right to do so.

Where it is necessary for FELPS to extend its facilities to a location in a rural area not presently served, FELPS reserves the right to require a minimum bill sufficiently large enough to justify the additional investment necessary.

DEFINITIONS

Acceptable Credit Rating (ACR) – A codification for Customers who are secured by a meter security deposit or a Guarantor for 24 consecutive months and has not had any payments following the final delinquent date, been disconnected due to non-payment for services, or had any returned payments during the previous 24 consecutive months.

Arrangement – An allowance between FELPS and a residential customer, granting that Customer an alternative payment schedule. An Arrangement shall be granted at the discretion of the Utility and shall not exceed more than two in a twelve month period. FELPS will decrease the credit rating of a customer who utilizes an Arrangement.

Bad Credit Rating (BCR) – A codification for Customers who have been disconnected, are subject to disconnection for non-payment of services, or have had one or more returned payments within the previous 24 consecutive months.

FELPS – Floresville Electric Light and Power System.

FELPS Holiday – New Year’s Day, Martin Luther King Day, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day (Thursday), Thanksgiving Day (Friday), Christmas Eve, Christmas Day.

Commercial Service – A structure whose intended use qualifies for service as defined in either the Medium or Large Commercial Electric Tariff of the FELPS Tariffs.

Customer & Applicant – A Customer can be an individual, partnership, association, firm, public or private corporation, or governmental agency taking FELPS service at a specified location. An Applicant can be any such entity that request service from FELPS.

Permanent Customer – A Customer connected to the FELPS system, intending to use FELPS service for at least 36 months on a continuous basis for either a residence or operate as a business for said property. This definition does not include temporary service to facilitate construction activities.

Industrial Service – A structure whose intended use qualifies for service as defined in either the Industrial Electric Tariff of the FELPS Tariffs.

Good Credit Rating (GCR) – A codification for Customers who have had not had any payments following the final delinquent date or been disconnected due to non-payment for services within the previous 24 consecutive months.

Non-Permanent Residence – A structure whose intended use qualifies for service as defined in the Residential Service Electric Tariff of the FELPS Tariff but does not qualify as a Permanent Residence.

Permanent Residence – A structure whose intended use qualifies for service as defined in the Residential Service Electric Tariff of the FELPS Tariff and can reasonably be determined to have service for an extended period of time. Permanent residences do not include any trailer, recreational vehicle, or similar facility, but can include, at the discretion of the Utility, a prefabricated home or mobile home, so long as the axles have been removed.

Short Term Connection – A connection for a period of less than or equal to 30 days by either a realtor or lessor. Short term connections exceeding the short term connection period will be reassessed as a standard connection and credited or debited, as necessary, the difference between a standard and short term connection charges.

Small Commercial Service – A structure whose intended use qualifies for service as defined in the Small Commercial Electric Tariff of the FELPS Tariff.

Unacceptable Credit Rating (UCR) – A codification for Customers who have at least one or more payments after the final delinquent date during the previous 24 consecutive months, but has not been disconnected due to non-payment for services.

Utility – Floresville Electric Light and Power System.

Same Day Service Period (SDSP) – A non-FELPS holiday or weekend between the hours of 8:00 AM and 1:00 PM. The definition may be adjusted at the discretion of the Utility and based upon the availability of Staff.

CONNECTION AND SERVICE RUN CHARGES

All Customer charges must be paid in full, prior to service being rendered, unless the Customer signs an agreement allowing for the discontinuance of service unless the identified charge(s) is paid.

Standard Connection Charges

Service	Customer Fee
Connection Charge	\$50.00
Short Term Connection Fee	\$20.00
Reconnection Fee Following Non-Payment	\$65.00
Includes:	
Disconnect Charge	\$25.00
Reconnection Trip Charge	\$40.00

Customers requesting connections or reconnections after the SDSP may be offered to be connected or reconnected on the next day that is either not a FELPS Holiday or weekend or assessed, at the discretion of the utility, an additional \$55.00 overtime charge. The Utility reserves the right to delay requested connections during weekends and FELPS Holidays; connections made during weekends and FELPS Holidays will be subject to \$55.00 holiday and weekend charge and the applicable overtime charge.

Overhead Service Run Charges

No overhead electric service will be provided by FELPS greater than 100 feet aerial distance from transformer (or adequate size secondary) to meter. The Utility, at its discretion, may allow a 10% variance.

Service	Customer Cost
Replacement service required by FELPS	\$0.00
Replacement service requested by Customer	\$150.00
New permanent service to residential Customer	At Cost
Temporary service	At Cost
Commercial/Industrial single phase service	At Cost
Commercial/Industrial three phase service	At Cost

Three phase service will not be provided to a Customer unless the Customer has a regularly connected three phase single load of 6 KW (8 HP) or greater and that load is regularly utilized more than 8 hours in any given week. If a Customer insists on three phase power for a load of less

than 6 KW and said load is regularly utilized more than 8 hours in any given week Customer shall be charged at cost.

All 3 phase motors, 41 HP or greater must be equipped with low voltage starters.

Secondary Underground Service Run Charges

The Customer shall provide a 2 ft. trench for secondary conduit and transformer slab. The Customer is also responsible for the installation of the conduit in the trench, 36 inch long 90 degree rigid elbows wrapped in corrosive proof tape, the concrete (with red dye) capping of the primary conduit (at the Utility's discretion), and the final dirt backfill of the trench with caution marker tape. The 36 inch long 90 degree rigid elbows are to be encased in concrete at the risers per FELPS's specifications.

The Utility will provide the transformer, primary cable, RIGID, or IMC conduit on riser pole and primary and secondary terminations. All above installations are to be made according to FELPS's specifications and are subject to final inspection by FELPS.

Service	Customer Cost
Residential	At Cost
Commercial	At Cost

LINE EXTENSION CHARGES AND POLICIES

Labor mentioned below may be based upon contract labor cost and contractor use will be at the discretion and approval of FELPS only. Line Extension Charges apply to city, rural and unincorporated areas, and will be applied as stated.

General Line Extension

Lots must be out of the flood plain (suitable for construction of permanent home or permanent business).

All expenses associated with engineering, transformers, materials, labor, easement clearing and any other fees that are associated with the extensions will be based upon FELPS's cost at the time of construction and/or contract agreement as described below. All applicable fees must be paid before construction can start on any line extension along with all required paperwork to include drawings showing wiring diagrams, wired loading requirements, voltage requirements, and easements. All transformers will be sized by FELPS and will be based upon the total wired load (size of main disconnect or total accumulation of breakers).

All line extensions shall be built along existing or planned easement to allow easy access to FELPS's owned equipment and material where applicable.

All costs relating to moving or protecting a line shall be paid for by applicant.

Line Design and inspection field trips for new or revised electrical connection or repeated trips due to failing to meet FELPS specifications will be charged for as follows for single phase, residential customers to include developers of residential properties:

- 1.) First and second trip - no charge
- 2.) All further trips at \$80.00 per hour, including driving time.

If another Customer attaches to a line extension serving a Customer within five (5) years of the completion date of the agreement, FELPS will reimburse, one time only, the permanent residential Customer at a cost based upon revised calculations at the time of the connection and the calculation will only apply to the portion of line that is jointly used. This does not include Subdivision Developers, Home Builders, or Oil related extensions and is limited to the original Customer that paid for the line extension. It is solely the responsibility of the Customer to notify FELPS that the completed structure is occupied as a permanent residence. Weekend or part-time residences do not qualify for the refund. This offer is void if FELPS is not notified within 90 days of the new connection on the shared line.

The Utility may require any three phase Customer to sign a contract for service for six or more years.

Permanent Residence Connections

Permanent Residential line extensions will only be permitted up to 320 amps.

FELPS will build up to \$2,000 of primary electric line without any Permanent Customer contribution. Any cost exceeding \$2,000 associated with the extension to include engineering, materials, right of way clearing and any other cost that is associated with the extension will be charged to the Customer. Service connection, meter pole, and meter charges for the secondary installation would still apply in addition to the aforementioned cost.

Non-Permanent Residence Connections

Non-Permanent Residential line extensions will only be permitted up to 320 amps.

FELPS will build up to \$750 of primary electric line without any customer contribution. Any cost exceeding \$750 associated with the extension to include engineering, transformer, material, labor, right of way clearing and any other cost that is associated with the extension will be charged to the Customer. Service connection, meter pole, and meter charges for the secondary installation would still apply in addition to the before mentioned cost.

Small Commercial Connections

Small Commercial line extensions will only include single phase line extensions.

FELPS will build up to \$2,000 of electric line without any customer contribution. Any cost exceeding \$2,000 associated with the extension to include engineering, materials, right of way clearing and any other cost that is associated with the extension will be charged to the Customer. Service connection, meter pole, and meter charges for the secondary installation would still apply in addition to the before mentioned cost.

Subdivision Connections

100% of the total cost to include engineering, transformers, materials, labor, right of way clearing, and any other cost that is associated with the extension will be charged to the Customer/Developer. Service connection, meter pole, and meter charges for the secondary installation would still apply in addition to the before mentioned cost. This cost is only referencing an extension of primary and does not intend to include metering, and service connection cost. The subdivision section applies to Recreational Vehicle Parks and Mobile Home Parks. Applicant must reasonably demonstrate that the development will be primarily used for single-family dwellings.

Temporary Connections

100% of the total cost to include engineering, transformers, materials, labor, right of way clearing, and any other cost that is associated with the extension will be charged to the Customer/Developer. Service connection, meter pole, and meter charges for the secondary installation would still apply in addition to the before mentioned cost. This cost is only referencing an extension of primary and does not intend to include metering, and service connection cost.

Commercial and Industrial Three Phase Connections

1. On a 200 amp total wired load and smaller, FELPS will build up to \$3,000 of three phase primary line without any customer contribution. Any cost exceeding \$3,000 associated with the extension to include engineering, transformer, materials, right of way clearing and any other cost that is associated with the extension will be charged to the Customer. Service connection, meter pole, and meter charges for the secondary installation would still apply in addition to the before mentioned cost.
2. On anything larger than 200 amps, up to 800 amp total wired load, FELPS will build up to \$4,500 of three phase primary line without any customer contribution. Any cost exceeding \$4,500 associated with the extension to include engineering, transformer, materials, right of way clearing and any other cost that is associated with the extension will be charged to the Customer. Service connection, meter pole, and meter charges for the secondary installation would still apply in addition to the before mentioned cost.
3. On anything larger than 800 amp total wired load, FELPS will build up to \$6,500 of three phase primary line without any customer contribution. Any cost exceeding \$6,500 associated with the extension to include engineering, transformer, materials, right of way clearing and any other cost that is associated with the extension will be charged to the

Customer. Service connection, meter pole, and meter charges for the secondary installation would still apply in addition to the before mentioned cost.

Oilfield and Three Phase Water Well Extensions

100% of the total cost to include engineering, transformer, materials, labor, right of way clearing, and any other cost that is associated with the extension will be charged to the Customer. Service connection, meter pole, and meter charges for the secondary installation would still apply in addition to the before mentioned cost. This cost is only referencing an extension of primary and does not intend to include metering, and service connection cost. Drilling rigs and similar equipment shall maintain a horizontal distance in excess of 250 feet from FELPS's primary lines. The Utility reserves the right to decrease the clearance from the primary line at its discretion. Drilling rigs and similar equipment shall maintain a horizontal distance of 100 feet from FELPS's secondary lines.

All costs relating to moving or protecting a line shall be paid for the applicant qualifying under this service.

Drilling rigs and similar equipment is required to notify FELPS when operating within 20 feet of the Utility's lines.

Residential Underground Extensions

All charges will be based upon the aforementioned Line Extensions to include all engineering, transformer, materials, right of way clearing, and any other cost that is associated with the extension will be charged to the Customer. Service connection, meter pole, and meter charges for the secondary installation would still apply in addition to the before mentioned cost.

The Customer or contractor shall provide a 5 ft. minimum for primary, a 2 ft. minimum for secondary deep trench, install Schedule 40 PVC electrical conduit, 36 inch long sweep 90 degree rigid elbows wrapped in corrosive proof tape, backfill with marker tape for primary line, secondary trench, secondary conduit and backfill of secondary trench.

FELPS will provide and install the transformer, primary cable, RIGID, or IMC conduit on riser pole, primary and secondary terminations, preformed concrete slab for standard single phase transformers as deemed necessary by the Utility. Concrete slabs for larger single phase and three phase transformers must be provided by the Customer or contractor. All above installations are to be made according to FELPS's specifications and are subject to final inspection by FELPS.

Commercial Underground Extensions

The Customer shall provide a 5 ft. trench for primary conduit and transformer slab. The Customer is also responsible for the installation of the conduit in the trench, 36 inch long 90 degree rigid elbows wrapped in corrosive proof tape, the concrete (with red dye) capping of the primary conduit (at the discretion of FELPS), and the final dirt backfill of the trench with

caution marker tape. The 36 inch long 90 degree elbows are to be encased in concrete at the risers per FELPS's specifications.

The utility will provide the transformer, primary cable, RIGID, or IMC conduit on riser pole and primary and secondary terminations. All above installations are to be made according to FELPS's specifications and are subject to final inspection by FELPS.

For secondary underground service, the Customer shall be responsible to provide and install all underground conductors, conduit at a depth of 24 inches, and trenching per FELPS's instructions.

Miscellaneous Installation Charges

Meter socket enclosures will be furnished by the Utility and paid for by the connecting Customers and/or contractors at FELPS's cost at the time of application. **Only meter socket enclosures supplied or approved prior to installation by FELPS will be accepted on meter loops within the FELPS Service Area.**

FELPS may charge for the hanging of Banners of Public Notification or lighting strings. The Utility may charge \$50.00 for the first unit hung and \$10.00 for all subsequent units.

LIGHTING AND POLE INSTALLATION CHARGES

Meter and Service Pole Charges

Pole Type, Class, and Type	Pole Installation Cost
25 Ft – Class 5 Meter Pole, Wood	Cost plus Labor
30 Ft – Class 5 Meter Pole, Wood	Cost plus Labor
25 Ft – Class 5 Meter Pole, Steel	Cost plus Labor
30 Ft – Class 5 Meter Pole, Steel	Cost plus Labor

Labor Type	Cost per Hour
Pole Set – Part of Existing Job	\$60.00
Pole Set – Special Trip	\$100.00
Pull, Haul, and Reset Pole	\$120.00

Light Installation

Installation Type	Charge
Security Light Installation on Existing Pole	\$100.00
Security Light Installation on new wood pole	\$325.00
Security Light Installation on new steel pole	At Cost
Street Light Underground Installation	At Cost
Street Light Overhead Installation	At Cost

FELPS will install any wires, poles, and lighting associated with underground installation of security lighting. The Customer shall provide a minimum 24-inch deep trench, conduit installation, and backfill.

BILLING AND PAYMENT POLICIES

Calculations and Issuance

Billing Cycle: FELPS bills are based upon the applicable Rate Schedule and/or the Service Agreement entered into between Customer and FELPS, and rendered bills will show an amount due as specified by the Rate Schedule and/or Service Agreement. Bills are issued at regular monthly intervals, except for periods when Service is rendered for less than a month or as authorized by FELPS, promptly after Customer's meter is read.

Billing Address: Unless other arrangements acceptable to FELPS are made, bills are issued by mail to the Customer's service location.

Due Date: A bill for Services rendered becomes "Past Due" if unpaid by the Due Date, which is posted or printed on the bill. The Due Date will not be less than 16 days after the date of the original bill's issuance. The Due date will not fall on a weekend or holiday.

Nonpayment: If payment is Past Due, FELPS will assess a late payment charge as specified under the applicable FELPS Rate Schedules and may mail a Past Due Notice to Customer indicating the earliest date that service may be discontinued for nonpayment (the Cutoff Date). Non-receipt of one or more bills by Customer shall not release or diminish Customer's obligation to pay for service. A delinquent bill may be subject to such penalties and fees as provided in the Rate Schedule, Service Agreement (if applicable) or these Terms and Conditions.

Returned Payment Policy

Upon FELPS' receipt of notification by the Customer's bank or financial institution that Customer's check or automatic withdrawal has been dishonored, a notice of a returned payment will be mailed by FELPS at least seven (7) days prior to the stated Cutoff Date. FELPS will assess a handling charge of \$35.00 on all returned payments. Once a payment has been returned, FELPS will not run the payment for reprocessing. The Customer shall cover the returned payment with cash, cashier's check, money order, or credit card. Once a Customer has had two payments returned within any twelve-month period, FELPS may refuse to accept checks (paper or electronic) from the Customer for the next twelve months and security may be required for the account. Arrangements will not be granted on returned payments.

Delinquent Bill and Bad Debts

If any account payment is not received by FELPS by 8:00 A.M., the morning after the final delinquent date, the Customer's account will be charged a \$25.00 fee, referred to hereafter as Disconnect Charge. An arrangement of payment beyond the final delinquent date will not be permitted, except at the discretion of FELPS. A partial payment will be accepted; however, it

will not exempt the Customer from disconnection if the total due has not been paid by the final delinquent date. An arrangement will not be granted on or after the final delinquent date. A customer receiving assistance from an outside agency is considered to have received an arrangement.

Any unpaid account balance becomes a Bad Debt if it has not been paid within 30 days after the final billing date, and FELPS shall be entitled to pursue any remedies authorized by law to recover its loss. Prior to approving an application for new service, a customer must pay any outstanding payments or bad debt.

Back Billing and Re-Billing

General Adjustments to Bill: FELPS reserves the right to re-bill or back bill a customer's account up to 180 days from the original issuance date for the charges incurred. If the amended amount increases the total bill by more than \$50.00, the Customer may request a deferred payment plan from FELPS. This provision does not apply in cases of meter tampering or other forms of theft of service. In the event of any billing resulting in payment by the Customer in excess of amounts properly calculated under the applicable Rate Schedule, which FELPS reasonably determines to have been primarily due to its own error and without notice of the error to the customer, FELPS shall refund the excess paid amount to Customer via credit[s] to Customer's bills for the entire period (up to 180 days) of over-billing.

Adjustment for Inaccurate Meter Registration: In the event that any routine or special test of a FELPS Meter discloses its average accuracy of registration to be in error by more than two (2) percent fast or slow, proper correction shall be made to previous readings for the period of six (6) months immediately preceding the removal of such meter from service for the test, or from the time the meter was in service since last tested, but not exceeding six (6) months, and adjusted bills shall be rendered. Said adjustments will be made regardless of the causes of any inaccuracies. No refund shall be made by FELPS except (if applicable) to the customer last served by the meter prior to the testing. If a meter is found not to have registered for any period, (excluding cases of meter by-pass or tampering), FELPS shall make a charge for units used, but not metered, for a period not to exceed six (6) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years. Said charge will be made regardless of the cause of any failure to register.

Billing Disputes: Any customer who questions the accuracy of a bill or has any other good faith dispute regarding the correctness of the bill may telephone or come into the FELPS Main Office during normal business hours prior to the Final Delinquent date shown on the past due notice and obtain, on request, a conference with a Customer Service representative.

- (a) Any amounts not subject to dispute shall be due and payable as otherwise provided in these Terms and Conditions and in any applicable Service Agreement. Subsequent charges for service not subject to the dispute are likewise due and payable as provided.
- (b) FELPS Customer Service shall be authorized to correct any billing errors or other mistaken determinations which become evident from such a conference or subsequent investigation, and shall be empowered, upon such resolution of the dispute, to halt any

service termination action, or reinstate service without charge to the customer if the conference occurs after the final payment date.

- (c) If the Customer Service reasonably determines after the conference that further investigation of the Customer's claim or complaint is necessary in order to resolve the dispute, the representative shall defer any service termination action, pending whatever further investigation is necessary and shall institute the additional investigation. Service may be terminated after the informal conference or after an additional investigation if, in either case, the Customer Service representative or other authorized FELPS representative reasonably determines that the amount billed was justly due and so advised the Customer prior to termination.

DEPOSITS AND CREDIT REQUIREMENTS

Residential Applicants

An applicant may be required to provide security for the account. A Meter Security Deposit or Guarantor can secure an account. Security may be waived if an existing Customer has had a GCR and meets other criteria.

For locations that have twelve consecutive months of billing and consumption history, the deposit requirement shall be calculated as follows and rounded up in the nearest \$50.00 increment:

$$\text{Meter Security Deposit} = \text{Annual Average Monthly Bill} * 2$$

When no prior consumption or billing history is available, the Meter Security Deposit shall be \$250.00. However, if the applicant has a credit score of 750 or greater, the Meter Security Deposit may be reduced, at the discretion of the Utility, to a minimum of \$150.00. FELPS's billing history with a Customer will have greater significance than a credit score in the evaluation process.

A Meter Security Deposit may be waived if the applicant has had service with FELPS for the previous 24 months, has a GCR, and the existing Residential account's usage is approximately the same as the new service being applied for.

A Guarantor for an applicant must be a current FELPS Residential Customer for the previous 24 consecutive months, with a GCR on all accounts, that is not a Guarantor for any other FELPS account. The Guarantor cannot be secured by an active Meter Security Deposit or another Guarantor and must execute the Guarantee to Secure Payment for Electrical Service Form. A Customer who receives assistance from an outside agency will not eligible to be a Guarantor.

An applicant must provide at least two forms of identification prior to commencement of service. Applicants can provide any documents supporting positive identification provided that it is listed by the Texas Department of Public Safety as either a Primary Identity Document,

Secondary Identity Document, or Supporting Identity Document. At least one Identity Document must have a photograph of the applicant.

The FELPS Service Application must be signed and notarized if completed at a location other than a FELPS office. One FELPS Service Application covers all accounts and interconnections by the account holder.

Commercial Applicants

For locations that have twelve consecutive months of billing and consumption history, the deposit requirement shall be at least \$250.00 and calculated as follows and rounded up in the nearest \$50.00 increment:

$$\text{Meter Security Deposit} = \text{Annual Average Monthly Bill} * 2$$

When no prior consumption or billing history is available, the Meter Security Deposit shall be determined based on comparably sized Customers and usage already on the FELPS system and rounded up in the nearest \$50.00 increment. If the FELPS, at its discretion, cannot adequately determine the Meter Security Deposit based on comparable FELPS Customers, the FELPS may develop appropriate determinants to calculate the Meter Security Deposit according to sound utility practices. A Customer may be required to have a Meter Security Deposit if the new load is larger than existing accounts and it will be required if they do not have a GCR.

All Medium Commercial Customers or larger cannot have a Guarantor. A Guarantor for a Small Commercial applicant must be a current residential or Small Commercial FELPS Customer during the previous 24 consecutive months with a GCR on all accounts, that is not a Guarantor for any other FELPS account, and has a consumption pattern greater than or equal to the applicant location. The Guarantor cannot be secured by an active Meter Security Deposit or another Guarantor and must execute the Guarantee to Secure Payment for Electrical Service Form. A Customer who receives assistance from an outside agency will not be eligible to be a Guarantor.

An applicant must provide at least two forms of identification prior to commencement of service. Applicants can provide any documents supporting positive identification provided that it is listed by the Texas Department of Public Safety as either a Primary Identity Document, Secondary Identity Document, or Supporting Identity Document. At least one Identity Document must have a photograph of the applicant. A commercial customer may provide the business's taxpayer identification number for verification.

The FELPS Service Application must be signed and notarized if completed at a location other than a FELPS office. One FELPS Service Application covers all accounts and interconnections by the account holder.

Refund of Deposits

Residential Customers Any required security deposit (plus accrued and uncredited/unpaid interest) may be refunded to Customer if all of the following conditions are met:

- (a) The deposit has been held by FELPS for at least twenty-four (24) months; and
- (b) Customer has not had more than one collection activity occurrence (including not honored and returned checks, mailed disconnect notices, telephone call disconnect notices and field disconnect notices) in the prior 24 months; and
- (c) There is no “Past Due” bill currently owed to FELPS for the applicable Service accounts.

Non-Residential Customers Any required security deposit plus (accrued and uncredited/unpaid interest) may be refunded upon request to a non-residential Customer if all of the following conditions are met:

- (a) A prompt payment record over a twenty-four (24) month period has been established; and
- (b) Customer has not had more than one collection activity occurrence (including not honored and returned checks, mailed disconnect notices, telephone call disconnect notices and field disconnect notices) in the prior 24 months; and
- (c) there is no “Past Due” bill currently owed to FELPS for the applicable Service account.

Credit to Account Notwithstanding the foregoing provisions, FELPS reserves the right to refund security deposits and/or other amounts owed by FELPS to Customer by crediting Customer's monthly FELPS bills. If Service ends on an account due to a Customer's service cancellation request or disconnection for nonpayment, the deposit and any accrued and uncredited/unpaid interest thereon may be credited to any amounts due FELPS. Such amount may be credited to any balance owed to FELPS by the Customer, including amounts owing on other accounts of that same Customer. Any remaining credits will be refunded to Customer by check or by other mutually agreeable means, except as provided in part below.

Provision for Issuing Refund Check Should any deposit balance amount, refund or credit amount, or account closing overpayment amount be due and payable by FELPS to Customer, it shall be mailed to an address designated by the Customer. Upon receipt of the Customer's direction as to the location at which the Customer wishes the amount to be paid or forwarded, FELPS will issue a refund check to the forwarding address.

Amendments to Credit Requirements for Current Accounts

If an existing FELPS account does not maintain a GCR or ACR, the Utility may require that the Customer provide a Meter Security Deposit calculated as follows and rounded up in the nearest \$50.00 increment:

$$\text{Meter Security Deposit} = \text{Annual Average Monthly Bill} * 2$$

For Residential and Small Commercial Customers, the Utility may, at its discretion, substitute a Guarantor for a Meter Security Deposit.

If FELPS determines that an existing Meter Security Deposit is insufficient based on annual average billing determinants, the Utility may apply an adjustment to the Meter Security Deposit as follows and rounded up in the nearest \$50.00 increment:

$$\text{Adjustment} = (\text{Annual Average Monthly Bill} * 2) - \text{Meter Security Deposit}$$

If, after 24 consecutive months, a Customer fails to maintain a GCR or ACR with FELPS, the Utility may require the extension of the Meter Security Deposit for an additional 24 months. Any interest accrued on the Meter Security Deposit during the previous 24 months will be applied to the account in full.

Should a Customer maintain a GCR or ACR with FELPS through 24 consecutive months, the Utility may apply the Meter Security Deposit and all accrued interest to the account.

Upon disconnection of an account secured by a Meter Security Deposit, FELPS may apply the amount of the deposit or any portion thereof to the electric balance due and/or any outstanding FELPS charges. Any credit balance remaining on the account following final billing will be refunded to the Customer or applied to any other account(s). If the check remains unclaimed, the refund shall be maintained by FELPS until it is returned to the State of Texas's Unclaimed Property Division.

Contract for Commercial Service

The Meter Security Deposit for Commercial Customers may be calculated from information pertaining to the type and size of service at the location. An annual interest rate of 1.5% will be applied to all meter security deposits and will be applied to the electric account. For a Commercial Customer, the Meter Security Deposit will be held for six years and will be applied to the account upon its expiry. However, if the Customer fails to maintain a GCR, FELPS may extend and adjust the Meter Security Deposit as necessary and according to sound utility practice.

Should electric service be interrupted either by the Customer or for non-payment, the total outstanding balance from the contract amount is due immediately. The outstanding balance will be calculated according to sound utility practice and final billed. The Meter Security Deposit, and all accrued interest, will be applied to the amount owed. Any remaining balance owed to the Utility will be final billed.

If a Customer under contract willfully terminates the contract early and maintains a GCR, FELPS may apply a 10% discount to the first year's minimum monthly billing following termination and a 20% discount to the minimum monthly billing for the remaining portion of the contract.

THEFT OF POWER

The theft of power may include, but is not limited to, the following incidents:

1. Tampering with FELPS's meter seals (includes cutting, breaking, removing them, and reusing them in an evasive manner).
2. Tampering with internal meter adjustments.

3. Installing any external or internal means for the purpose of slowing the meter registration.
4. Bypassing the meter in any way so that the Customer consumption is not correctly recorded on the electric meter.
5. Connecting a structure to electrical service by the Customer, without approval of FELPS.
6. The removal and reinsertion of the electric socket type meter in an inappropriate manner.
7. Destroying an electric meter for the purpose of stopping the meter dial movement, therefore, losing registered Customer electrical usage.

Adjustment Due to meter bypass. When FELPS becomes aware that a service location may have been provided with service which, although metered through use of an accurate meter, has not been billed by FELPS or paid by Customer, FELPS will adjust Customer bills accordingly. In such instances of meter bypass, the adjustment will be made to the extent that the Customer may reasonably be shown to have benefited from such previously un-metered service. Service attributable to meter bypass shall be the responsibility of the Customer regardless of whether the Customer was involved in such bypass.

Charges assessed relating to meter tampering are as follows:

Fee Assessed	Charge Amount
Disconnect and Field Investigation Charges	\$60.00
Electrical Consumption Charge	Variable
Meter Security Deposit	Variable
Meter Damage and Testing Charges	Variable
Meter Test and Reset Charge	\$80.00

If a Customer is not present at the account, FELPS will leave appropriate notification on site apprising the Customer that service has been discontinued.

At the discretion of the FELPS, FELPS may file charges against the Customer.

MISCELLANEOUS POLICIES AND CHARGES

Meter Test upon Request of Customer

The initial meter test requested by a Customer is at no charge, provided that any subsequent tests requested by Customer within a four (4) year period may at FELPS' option incur an eighty dollar (\$80.00) charge if the test demonstrates that meter's registration is within ANSI's accuracy standards.

Claims for Destruction of FELPS Property

Claims by FELPS in connection with any Customer destruction of FELPS property will be prepared and submitted to Customer by FELPS as soon as possible following the restoration of the damaged property. Charges will be assessed for materials, labor, and vehicle expense, plus overhead costs.

Service Transfer/Discontinuance

Before existing service can be transferred to a new owner or tenant's name, FELPS must receive either the approval from the current occupant to transfer service to the new occupant or proof of occupancy from the new occupant. FELPS will not transfer service into the new occupant's name+ unless all requirements are met.

Repeat Call Charges

When FELPS policy requires the Customer or a responsible party to be present before service/work can be initiated, if the Customer or responsible party is not present during the original service call and a service technician must make a subsequent trip to the Customer's premise or service address, Repeat Call Charges may be assessed. The amount will be \$25.00 per trip.

Field Notification Charges

A Field Notification Charge may be assessed if a FELPS representative makes an on-site call to a Customer's premise to deliver a final disconnect notice or other Customer communications that could not be successfully delivered by other means. The amount will be \$25.00 per trip.

Meter Access Charges

A Meter Access Charge may be assessed if, in FELPS sole judgement, access to the meter is blocked or if communications to the meter has been intentionally interrupted. The amount will be \$25.00. Repeat Call Charges may also be assessed to the Customer for each month that the Customer does not afford FELPS sufficient access to its meter(s).

Smart Meter Opt Out/In Charges

For a Customer that chooses not to participate in the Advanced/Smart Metering System and elects the option of non-standard metering, the following fees will be assessed:

Fee Type	Standard Fee
Exchange ONE Meter	\$225.00*
Exchange TWO Meters (same property)	\$305.00*
Each Additional Meter	\$ 80.00*
Monthly Meter Reading Fee	\$ 25.00 Monthly/meter