

# **Lebanon Utilities**

## **GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE**

**LEBANON, INDIANA**

**ADOPTED BY  
UTILITY SERVICE BOARD**

**DATE: \_\_\_\_\_**

**ADOPTED BY  
THE CITY OF LEBANON COMMON COUNCIL**

**DATE: \_\_\_\_\_**

**SIGNED BY  
THE MAYOR/CLERK-TREASURER FOR THE CITY OF LEBANON**

**DATE: \_\_\_\_\_**

**EFFECTIVE  
DATE: \_\_\_\_\_**

**LEBANON UTILITIES**

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AND CONDITIONS FOR  
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## RULES APPLICATION

These terms and conditions for service have been approved by the Lebanon Utility Service Board and the City of Lebanon by its Common Council pursuant to Resolution No. 2015-\_\_\_ and Ordinance No. \_\_\_\_\_, respectively and represent the lawful rules of the Utility under Indiana Code § 8-1.5-3-4(a)(11). The terms and conditions for services, as set forth herein and as amended and supplemented from time to time shall govern all electric service rendered or to be rendered by Utility. The terms and conditions for service shall be binding upon every customer and Utility, and shall constitute a part of the terms and conditions of every contract for electric service, whether written or oral. These terms and conditions for service supersede all prior versions.

## 1. Definitions

The words and expressions listed below shall have the following meanings unless a different meaning is clear from the context of its usage:

Abbreviations: The following commonly used abbreviations will be used:

Kilovolt-ampere(s)	- KVA
Kilowatt (s)	- KW
Kilowatt-hour(s)	- KWH

Add Consumption: The algebraic sum of readings of multiple metering points for one customer at one premise as though the customer's energy delivery were through one meter.

Agreement or Application: A written contract or service request for a supply of electric service of which these terms and conditions are an integral part.

Apartments: Premises containing two or more residential dwelling units. Hotels, tourist camps, motels, hospitals, nursing homes, etc., consisting primarily of guest rooms and/or transient accommodations, are not included.

Applicant: Any individual, partnership, association, firm, public or private corporation, limited liability company, government agency, institution or group thereof applying to receive or use the Utility's Electrical service.

Billing KW or Billing KVA: Customer's Maximum Load expressed in KW or KVA (as adjusted in accordance with the applicable rate) which will be used in the calculation of the bill.

Billing Period or Month: The interval between two consecutive Meter readings that is taken for billing purposes. Such readings will be taken as nearly as practicable every 30 days. All Rate Schedules are on the basis of charges per month unless otherwise specifically stated in the rate schedule.

Board: The Lebanon Utility Service Board is the governing body of the Electrical System of the Utility which System is a municipal Utility.

City: The City of Lebanon, Indiana.

Commission: The Indiana Utility Regulatory Commission.

Customer: Any individual, partnership, association, firm, public or private corporation, joint association, joint venture, limited liability company, government agency, institution or other entity which has agreed orally or otherwise, to pay for electric service received from Utility.

Delivery Point: The point of the physical connection between Utility's and customer's facilities beyond which point customer receives and assumes responsibility and liability for the service rendered.

Dispute Resolution Board (DRB): The group of individuals appointed by the Lebanon Utility Service Board to hear and resolve any disputes between Utility and customers.

Disconnection: The termination or discontinuance of electric service.

Distribution Line: Any electric lines of Utility operated at a voltage of 15,000 volts or less.

Energy: The active component of the quantity of supply expressed in KWH.

Inspector: A person authorized by the Board or the Superintendent to perform inspection duties.

kWh: A unit of energy equivalent to one kilowatt (1 kW) of power expended for one hour (1 h) of time.

Late Payment Charge: The one-time penalty assessed by Utility upon all current bills at such time as they become delinquent.

Maximum Load: The maximum integrated rate of use of power during a specified time interval as provided in the Rate Schedule, expressed in KW or KVA.

May: The act referred to is both permissible and approved.

Meter: The complete installation of equipment needed to measure the maximum load and/or energy supplied to customer.

Month: One-twelfth (1/12) of a year, or the period between two (2) consecutive readings of the Utility's meters, as nearly every thirty (30) days as practicable.

Overhead System or OH: Those parts of the Utility's distribution System which are constructed on and supported primarily by wooden poles or otherwise suspended above ground level and appurtenances thereto.

Person: Any natural person, public or private corporation, or any other entity whatsoever.

Premises: A distinct portion of real estate on which is located the living quarters for the use of a single family, or the main building of a commercial or of an industrial customer and which shall include the outlying or adjacent buildings used by the same customer, provided the use of service in the outlying buildings is supplemental to the service used in the main residence or building.

Rate Schedule: A part of the Tariff which sets forth the availability and rates and charges for service supplied to a particular class of customers.

Residential Customer: A person being supplied with Electrical service by the Utility exclusively for residential purposes.

Residential Dwelling Unit: An individual residence including mobile homes and trailers or a room or combination of rooms with facilities for private living for a single family.

Service: The supply of electric energy delivered by Utility to customer.

Shall: The act referred to is mandatory.

Tariff: The entire body of Rate Schedules, riders and General Terms and Conditions for Electric Service.

Transmission Line: Any electric line of Utility operated at a voltage above 15,000 volts.

Underground System or UG: Those parts of Utility's distribution System which are constructed and installed underground.

Utility: Lebanon Utilities.

Utility Electric System Superintendent: The Superintendent appointed by the Board who is responsible for the business and technical operation in all matters of the electric Utility.

Utility's Rate Schedules: The Utility's schedules of rates and charges as approved by the Council and as revised, supplemented, and replaced from time to time.

## **2. Tariff on File**

- 2.1 A copy of the Tariff is available for inspection at the business offices of Utility.
- 2.2 The Commission has continuing jurisdiction over Utility's Rate Schedules and Riders.
- 2.3 The Tariff, or any part thereof, may be revised, amended or otherwise changed from time to time in the manner prescribed by law, and any such changes will supersede the present Tariff.
- 2.4 The General Terms and Conditions for Electric Service set forth the conditions under which service is to be rendered, and governs all classes of service to the extent applicable. In case of conflict between any provision of a Rate Schedule and the General Terms and Conditions for Electric Service, the provisions of the Rate Schedule shall prevail. The failure of Utility to enforce any of the General Terms and Conditions for Electric Service shall not be deemed a waiver of its right to do so.
- 2.5 Utility shall have the right to execute contracts for service under any Rate Schedule. Utility also shall have the right to execute other contracts for service which may contain provisions not included in the Tariff, provided, however, that all approvals of such contracts that may be required by law shall be obtained by Utility.

## **3. Application, Service Request or Contract**

- 3.1 A written Application for service or contract properly executed, and a service deposit as provided herein, may be required by Utility before service will be provided.
- 3.2 Utility shall have the right to reject any Application for service made by, or for the benefit of, wholly or partially, a former customer who is indebted to Utility for service previously supplied or damages owed Utility through fault of the applicant at any Premises in Utility's service area. The Utility may reject an Application for service that it deems incomplete. Utility also may reject an Application for service if the applicant is unwilling or unable to comply with these General Terms and Conditions for Electric Service or for any other valid or legal reason. Utility may further disconnect service on account of arrearages due for service furnished to a person or persons formerly receiving the same class of service at the same Premises as a customer of Utility, if such person or persons formerly receiving the same class of service continues to reside at such Premises receiving service.
- 3.3 The taking of service shall constitute a contract between the customer and Utility, obligating the customer to pay for, and Utility to furnish, service as specified in the Tariff and to comply with all

applicable provisions of the General Terms and Conditions for Electric Service. Customer specifically agrees that the Utility has no obligation to provide continued services if the customer's account is delinquent. Further, customer waives any protectable property interest in continued utility service beyond that enumerated herein.

- 3.4 Certain rate schedules specify a minimum term of contract. In the absence of such requirement in any Rate Schedule, Utility may require a term of contract commensurate with the size of customer's load which Utility is obligated to serve and/or the cost to Utility of making service available.
- 3.5 No promises, agreements or representations of an agent or an employee of Utility shall be binding on Utility unless such promises, agreements or representations are incorporated in a written contract executed by a duly authorized representative of Utility.
- 3.6 The benefit and obligations under any service request or contract shall inure to and be binding upon the successors and assigns, survivors and executors or administrators (as the case may be) of the original parties thereto: provided however, that no assignment shall be made by customer without first obtaining Utility's written consent. Utility may require the successor either to execute with Utility an assignment agreement wherein the successor customer assumes and agrees to be bound by the original contract, or to execute a new contract for service.
- 3.7 When the customer desires service at more than one point, a separate Agreement shall be required for each separate point of delivery. Service delivered at each point of delivery shall be billed separately under the applicable Tariff.
- 3.8 An account for residential service may be either joint or individual, but shall in no event be joint unless the Application is executed by all joint parties. In the event an account shall be in the names of more than one party, each joint party shall be liable for the payment thereof, jointly and severally.
- 3.9 Utility may disconnect service to a premises at which applicant or co-applicant is currently receiving such service on account of arrearages due for service furnished to applicant or co-applicant at another premises under the same class of service.
- 3.10 All written contracts hereunder shall be executed by the General Manager, his authorized representative, or a majority of the Utility Service Board.

#### **4. Service Deposit**

- 4.1 Utility may require from a residential applicant or customer at any time prior to or after the commencement of service, a service deposit to guarantee payment of rates and charges for service. Such service deposit shall normally be based on one-sixth (1/6) of the estimated annual cost of service or such lesser amount as may be deemed appropriate by Utility. The Utility may estimate the annual service cost using the following suggested criteria: type of use; historical data; square footage; number of bedrooms; types of energy consuming systems; comparable use data; etc. The deposit amount is established at the sole and final discretion of the Utility General Manager, or his designated representative.
- 4.2 Each new applicant for residential utility service shall be deemed creditworthy and shall not be required to make a cash deposit as a condition of receiving service, provided the applicant satisfies the criteria set forth in either (a), (b) or (c) below:



- (a) Applicant has been a customer of any electric utility (including Lebanon Utilities) within the last two years and provides written proof of satisfactory payment history with the Utility over the last two years (satisfactory history may include owes no outstanding bills for service rendered by any such electric utility within the past twelve (12) months and, within the last twelve (12) months) did not have a service disconnected by an electric utility for non-payment of a bill for service rendered by that electric utility).
  - (b) If applicant has not been a customer of any electric utility during the previous two (2) years or is unable to provide satisfactory utility payment history (4.2 a), but provides a satisfactory third party credit check performed by Utility or is designated representative.
  - (c) If the applicant enrolls in the Utility Direct Pay and E-Bill programs. The applicant must be continually enrolled in both programs with an active method of payment on file, pursuant to the terms of the program. Should the customer terminate enrollment or be unable to pay, the Utility reserves the right to charge a deposit subject to the terms herein.
- 4.3 A non-residential customer may be required at any time, or from time to time, to make a cash deposit to assure payment of such customer's bill. Such deposit may be required as a condition for obtaining or continuing service. The amount of the deposit will be based on one-sixth (1/6) of the estimated annual cost of service or such lesser amount as may be deemed appropriate by Utility. Such service deposit shall normally be based A non-residential applicant or customer shall be deemed creditworthy and shall not be required to make a cash deposit as a condition of receiving service, provided the applicant satisfies the criteria set forth in either (a), (b), (c) or (d) below:
- (a) Applicant has been a customer of any electric utility (including Lebanon Utilities) within the last twelve (12) months and provides written proof of satisfactory payment history with the Utility over the twelve (12) months (satisfactory history may include owes no outstanding bills for service rendered by any such electric utility within the past twelve (12) months and within the last twelve (12) months did not have a service disconnected by an electric utility for non-payment of a bill for service rendered by that electric utility).
  - (b) If applicant has not been a customer of any electric utility during the previous twelve (12) months or is unable to provide satisfactory utility payment history (4.3 a), but provides a satisfactory third party credit check performed by Utility or its designated representative.
  - (c) Applicant has been extended credit by a bank or commercial lending institution, unless a credit check shows that the applicant has been in default on any such account more than twice within the last twelve (12) months or a commercially acceptable letter of credit from a federally insured lending institution.
  - (d) If the applicant enrolls in the Utility Direct Pay and E-Bill programs. The applicant must be continually enrolled in both programs with an active method of payment on file, pursuant to the terms of the program. Should the customer terminate enrollment or be unable to pay, the Utility reserves the right to charge a deposit subject to the terms herein.
- 4.4 A service deposit may be returned by Utility when customer has demonstrated creditworthiness by establishing an acceptable payment pattern as determined by Utility.

When the Utility determines that an existing customer's creditworthiness has been impaired and/or in the case of a residential customer, one-sixth (1/6) of the annual billings for the customer exceed the amount of deposit, Utility may require a deposit equal to one-sixth (1/6) of

the expected annual utility billings for the customer or an increase in the amount initially deposited so that the total deposit is one-sixth (1/6) of the expected annual billings for the customer.

If an existing non-Residential customer's creditworthiness has been impaired and/or deposit balance is less than the amount of the (2) two highest months' usage as described above, Utility may require the non-Residential customer to provide an additional deposit amount so that the balance of the deposit is equal to the two (2) highest months usage.

A customer's creditworthiness will be considered to have been impaired when the customer has been mailed disconnect notices for two (2) consecutive months or any three (3) months within the preceding twelve (12) month period, or when the service has been disconnected for non-payment.

- 4.5 Service deposits held for a period exceeding twelve (12) months shall bear simple interest, at the rate of six percent (6%) per annum, from the date of deposit until service is discontinued or Utility makes a refund of such deposit.
- 4.6 Such service deposits plus any accrued interest minus the amount of any unpaid bills shall be returned to customer upon the discontinuance of service for which such deposit was made. Utility shall have reasonable time in which to read and remove the Meters and to ascertain that the obligations of the customer have been fully performed before being required to return any deposit or interest on such deposit. Utility may refund such deposits by applying the deposit and/or accrued interest to the bill and such application shall constitute a lawful disposition of such deposits. Customer agrees that deposits may be cross-applied toward any outstanding balances customer may have within any of the Utility Systems/departments.
- 4.7 Other fees, rates and charges are contained in by the City's most recent applicable Ordinances (which are subject to change).

## **5. Rendering and Payment of Bills**

- 5.1 Bills for service will be rendered monthly at intervals of approximately thirty-three (33) days and will be based on the charges set forth in the Rate Schedule. The net amount, as indicated on the bill, is due and payable upon receipt. If payment of the net amount is not received by Utility, or its authorized collection agent within fifteen (15) days after the bill is sent to the customer, the bill is delinquent. In the case of a delinquent bill:
  - (a) Utility may add a Late Payment Charge to the customer's delinquent bill as set forth in the City's most recent applicable Ordinances (which are subject to change); and
  - (b) Customer may also be subject to other reasonable collection costs, including court costs, collection agency fees and/or attorney fees
- 5.2 Any customer served on the Municipal service Rate Schedule shall be allowed such additional period of time for payment of the net bill as the municipal agency's normal fiscal operations require.
- 5.3 Failure to receive a bill shall not entitle customer to pay the net bill after the designated due date has passed. Upon request, Utility will inform customer of the approximate date on which customer should receive the bill each month and, if bill is lost, Utility will issue a duplicate bill.

- 5.4 Initial or final bills for service supplied for not less than 27 days or for not more than 34 days will be calculated on the basis of the applicable Rate Schedule. A billing for a period covering a shorter period than 27 days or a longer period than 34 days will be pro-rated on the basis of the proportion that the number of days of actual service bears to an average month (30 days).
- 5.5 Customer shall notify Utility when he desires service to be discontinued and final bills will be due and payable at the time of discontinuance of service. Customer shall allow Utility a minimum of three (3) business days to terminate service.
- 5.6 When Utility is unable to obtain the reading of a Meter after reasonable effort, it may estimate the reading and render a bill.
- 5.7 In the event Utility's Meter fails to register properly for any reason, Utility shall estimate customer's Energy use and/or Maximum Load during the period of failure based on such factors as customer's normal load and Energy usage during a like corresponding period.
- 5.8 When Utility has discontinued service for non-payment of a bill or as otherwise provided in these General Terms and Conditions for Electric service, a reconnection charge as may be established from time to time by the Board and Council and as set out in the City's applicable Ordinance(s), shall be required before service is reconnected. A deposit may also be required pursuant to Section 4.
- 5.9 When a reconnection of service is made for a customer at the same location and service has been disconnected at customer's request, a reconnection charge as may be established from time to time by the Board and Council and as set out in the City's applicable Ordinance(s), shall be required before service is reconnected.
- 5.10 Payment by check which is subsequently returned to Utility by a bank for any insufficiency (such as, but not limited to, insufficient funds balance) shall not constitute timely payment of a bill. Further, any charges assessed against Utility by a bank for an insufficient check shall likewise be assessed by Utility to the customer. Also, the customer will be charged a fee as may be established from time to time by the Board and Council and as set out in the City's applicable Ordinance(s) for the returned check. The Utility may refuse to accept a check from said customer for payment.

## **6. Inspection**

- 6.1 The customer shall properly install and maintain his wiring and electrical equipment and shall at all times be responsible for the character and condition thereof. Utility shall not be held responsible for any wiring on the customer's Premises. Before furnishing service, Utility may require the customer to furnish a certificate or notice of approval issued by a duly recognized authority, such as an underwriter's inspection bureau or any inspector designated by a municipality served by Utility; such certificate being to the effect that the wiring and equipment of the customer have been installed in accordance with the requirements of the National Board of Fire Underwriters, or as fixed by the municipality.
- 6.2 Any change in or any additions to the original wiring equipment of the customer will be subject to the above requirements to insure a continuance of service.

- 6.3 Utility shall make inspections of all temporary installations, which must be installed in accordance with the latest National Electric Code and all requirements of Utility. Utility shall not be held liable for any customer's wiring or equipment of the users thereof.
- 6.4 No responsibility shall attach to Utility because of any waiver of the requirements set forth in Sections 6.1, 6.2 or 6.3.

## 7. Service to be Furnished

- 7.1 When requested by Utility, customer shall advise Utility fully with respect to (i) the location of Premises where service is desired and (ii) all equipment to be operated.
- 7.2 Utility shall advise customer concerning the character of service to be supplied, and shall determine the location of the Delivery Point, and the location of the Meter.
- 7.3 As the facilities provided by Utility for supplying service to customer have definite capacity limitations, customer shall not make any significant increase in requirements without sufficient advance notice to Utility in order to provide a reasonable time in which Utility may increase the capacity of its facilities. Failure to provide such notice to Utility shall make customer liable for damages which may be caused to the Meters or other facilities by overload.
- 7.4 Before Utility will make any changes in its facilities to increase capacity to a customer, a new Application or contract for service may be required by Utility.

## 8. Character of Service

- 8.1 Available Voltages. The standard nominal distribution service voltages within the service Area of Utility are:

<u>Secondary Voltages</u>		<u>Primary Voltages</u>
<u>Single Phase</u>	<u>Three Phase</u>	<u>Three Phase</u>
120/240*	120/208*	4160/2400**
120/208*	120/240*	12470/7200
	277/480*	
	480**	

\*UG available at customer's expense

\*\*No longer available to new customers

The availability and application of the voltages will be determined by Utility at its sole discretion and based upon the applicable Rate Schedule.

- 8.2 Point of Service Connection

(a) Overhead Service

Utility will designate the point at which the overhead service lines will be connected to the customer's facilities. The customer's wires, at the point of connection with Utility's lines, shall extend at least three feet beyond the outer end of any conduit, weatherproof fitting, or insulator in order to facilitate this connection.

(b) Underground Service

Underground services are subject to special conditions and policies as may be established from time to time by the Board making it necessary to consult Utility before wiring or rewiring the Premises. When underground service is supplied, Utility will designate the point at which Utility underground lines will be connected to customer's facilities.

(c) Change of Service

Any changes made in service connections (either overhead or underground) at the customer's request, after the original installations, shall be at the customer's expense.

(d) General

All connections between the customer's service equipment and Utility's service drop must be installed as recommended or required by the National Electric Code.

When a customer desires that Energy should be delivered at a point or in a manner other than that specified by Utility, a charge will be made equal to the additional cost of same.

## 9 Service Extensions

9.1 The Transmission or Distribution Lines of Utility will be extended to such points as provide sufficient load to justify such extensions. The necessary expenditure to make connection to an applicant for service will be considered to be warranted when the estimated total revenue as estimated by Utility for a period of two and one half (2½) years to be realized by Utility from permanent and continuing customers on such extension is at least equal to the estimated costs of such extension.

9.2 Whenever, in the opinion of Utility, the necessary expenditure to make connection to an applicant for service is not warranted by Utility's estimate of prospective revenues to be derived therefrom, or whenever, in the opinion of Utility, the permanence of the customer's load is questionable, Utility may require the applicant to make an advance deposit for line construction or service connection or Utility may require a long-term contract or such definite and written guarantee from a customer, or group of customers, in addition to any minimum payment required by a Rate Schedule, as may be necessary. This requirement may also be made covering the payment by the customer by the cost of tapping existing transmission or Distribution Lines, in the judgment of Utility, to justify the cost of tapping said lines.

9.3 In those cases where it is not feasible or practical to construct lines on public rights of way and it is necessary to secure rights of way on private property or tree trimming permits, the applicant or applicants shall secure the same without cost to Utility or assist Utility in obtaining such rights of way on private property or tree trimming permits before construction shall commence. Utility shall be under no obligation to construct lines in the event the necessary rights of way or tree trimming permits cannot be so obtained. In the event Utility shall exercise its option to utilize its power of eminent domain on behalf of the applicant, the applicant shall agree to be responsible for the payment of all costs associated with such exercise including reasonable attorney fees and all such negotiations or litigation shall be in the exclusive control of Utility and Utility may require applicant to post a performance bond or good faith cash payment to secure such obligations prior to Utility taking any action.

9.4 If a customer requests, either for his convenience, or by his actions that Utility facilities be redesigned, reengineered, relocated, removed, modified or reinstalled, Utility may require the customer to make payment to it of the full cost of performing such service.

## **10 Utility Equipment on Customer's Premises**

- 10.1 Customer shall furnish Utility a satisfactory location for Utility's Meters and other equipment necessary to provide and measure service, and shall also furnish Utility the rights on, over or under customer's Premises necessary to install, operate and maintain Utility's other facilities required to supply service to customer. Utility reserves the right to make the final decision as to the location of the Meter on customer's Premises.
- 10.2 When customer is not the owner of the Premises and/or of the adjacent Premises, customer shall furnish Utility with satisfactory easement for the location of Utility's facilities on the Premises and/or on the adjacent Premises.
- 10.3 When Utility's transformers, Meters, or other facilities are to be installed indoors on customer's premises, customer shall furnish without cost to Utility a suitable room or vault for housing the equipment; provided, however, that Utility shall reserve the right to make the final decision as to the location of such room or vault. Such space shall meet the requirements (i) of the National Electrical Code, (ii) of any Federal, state or local laws or regulations, and (iii) of any policies of Utility in effect at the time of the installation.
- 10.4 Utility may change the location of any or all its facilities upon request of customer, provided (i) such change will not interfere with or jeopardize Utility's service either to customer requesting the change or to other customers of Utility, and (ii) customer agrees to bear the expense of such change.
- 10.5 Customer shall provide reasonable protection from loss or damage to Utility property. If Utility's equipment is damaged or destroyed through the neglect of the customer, the cost of necessary repairs or replacements shall be paid by customer.
- 10.6 Customer shall not disconnect, change connections or otherwise interfere with Utility's Meters or other property and shall be responsible to Utility for permitting anyone who is not an agent or employee of Utility to tamper with Utility's property.
- 10.7 All facilities installed by Utility shall be and remain the property of Utility unless a contract expressly otherwise provides, and Utility shall operate and maintain its property.
- 10.8 Properly authorized employees or agents of Utility shall have the right to enter upon the Premises at all reasonable times for the purpose of Meter reading or inspecting, testing, repairing, or replacing any or all of Utility's property used in supplying any service to the customer.
- 10.9 Upon termination of a contract or discontinuance of service, Utility shall have the right to remove all of its property from customer's premises.

## **11 Customer's Installation**

- 11.1 Customer shall install and maintain suitable entrance equipment, switches, and protective devices to afford reasonably adequate protection to Utility's property and System against fault originating beyond the Delivery Point to customer.
- 11.2 Customer's equipment shall be constructed and maintained subject to approval by authorized inspection and in accordance with the National Electrical Code, any Federal, state or local law, or Utility's requirements in effect at the time of installation.

- 11.3 Utility shall have the right, but does not assume the duty, to inspect customer's installation at any time, and to refuse to commence service or to continue service when such installation is deemed not to be in good operating condition, but Utility does not under any circumstances assume any responsibility in connection with the customer's installation.
- 11.4 The use of customer's equipment shall not adversely affect Utility's System or service supplied by Utility to other customers.

## **12. Predication of Rates**

- 12.1 Utility's Rate Schedule, except as provided for in items (1) and (2) hereunder, is predicated upon the supply of service to one premises, at one standard voltage, at one Delivery Point and through one Meter for ultimate use by one customer.
- (a) When service is supplied to a Residential Dwelling Unit primarily for serving one family, and where boarders or roomers are accommodated for incidental income only, service will be provided under a residential Rate Schedule.
  - (b) When service is supplied to a Residential Dwelling Unit where the use is primarily for the accommodations of roomers, boarders, renters, or leasers (whether it be of short duration, such as hotels, motels, boarding houses, etc. or long term, such as Apartments, efficiencies, etc.) the service will be provided under a non-residential Rate Schedule, unless separate circuits are furnished by customer to separately meter and bill the residential and non-residential customers.
  - (c) When the principle use of service supplied to a Residential Dwelling Unit is for residential purposes, but a small amount of energy will be used for non-residential purposes, such non-residential use will be permitted only when the equipment for such use is within the capacity of a 120 volt, 30 ampere branch circuit (or is less than 3,000 watts capacity) and the non-residential use is less than the residential use on the premises. When the non-residential equipment and/or use exceeds the above stated limits, the entire non-residential wiring must be separated from the residential wiring, so that it may be metered separately, and the non-residential load will be billed under the appropriate non-residential rate, or the entire service will be billed under the appropriate non-residential Rate Schedule.
  - (d) Where Utility has already supplied a service to a primary Residential Dwelling Unit and when the principle use of a second service to a secondary Residential Dwelling Unit (i.e., garages, storage buildings, pool houses, etc.) on the same premise, is for residential purposes, then such second service will be provided under the residential Rate Schedule as a separate account. Add Consumption, in such situations, is not permitted. However, if the Energy used will be for non-residential purposes and exceeds the parameters of Section (3) above, the non-residential use will be billed under the appropriate non-residential Rate Schedule.
- 12.2 Except for the provisions of subdivision 12.1 above, when service supplied to one Premises involves more than (i) one service classification, or (ii) one standard voltage, or (iii) one Delivery Point, each such service shall be separately metered and billed unless the Rate Schedule specifically provides for more than one voltage and the combining of the Meter readings, or when the service is supplied in such manner for Utility's operating convenience or to meet legal requirements.

## **13. Rate Schedule Selection**

- 13.1 When more than one Rate Schedule is available for the service requested, customer shall designate the Rate Schedule on which the Application or Agreement shall be based. Utility will assist customer in the selection of the Rate Schedule best adapted to customer's service requirements, provided, however, that Utility does not assume responsibility for the selection or that customer will at all times be served under the most favorable Rate Schedule.
- 13.2 Customer may change his initial Rate Schedule selection to another applicable Rate Schedule at any time by either written notice to Utility and/or by executing a new Application or Agreement for the Rate Schedule selected, provided that the application of such subsequent selection shall continue for twelve (12) months before any other selection may be made. In no case will Utility refund any difference in charges between the Rate Schedule under which service was supplied in prior periods and the newly-selected Rate Schedule.

#### **14. Customer's Request to Discontinue Service**

- 14.1 Customers who have not contracted for service for a specified term may have service discontinued by giving notice in writing at Utility's office of the date on which customer desires that service be discontinued. Utility will endeavor to obtain the final Meter reading on the date customer specifies in his notice, but shall not be obligated to do so unless customer's notice provides Utility at least three (3) working days advance notice. Customer shall be obligated to pay for service rendered to the Premises until the final Meter reading is obtained by Utility.
- 14.2 Customers who have contracted for service for a specified time may have service discontinued by giving notice in writing at Utility's office and agreeing to pay (i) for service used to the date of Disconnection, and (ii) the minimum charges which would be due Utility for the remaining period of the contract in accordance with the contract provisions.

#### **15. Utility's Right to Discontinue Service**

- 15.1 Utility may discontinue service to any customer (and refuse to serve any other member of the same household or firm at the same Premises) without notice for any of the following reasons:
- (a) When, in Utility's opinion, a condition that is dangerous or hazardous to life, physical safety or property (including integrity of the Electric System) exists;
  - (b) When repairs must be made to Utility's facilities or System;
  - (c) When there has been tampering with Utility's Meters or equipment, or evidence of fraudulent or unauthorized use of Energy in such a manner as to circumvent Utility's Meter;
  - (d) When customer resells, redistributes, transfers or delivers Energy to others; or
  - (e) When directed to do so by a court, another duly authorized public authority or a properly authorized government agency.
- 15.2 Utility may discontinue service after fourteen (14) days prior written notice to any customer (and refuse to serve any other member of the same household or firm at the same Premises) for any of the following reasons:



- (a) When any delinquent bill remains unpaid;
  - (b) When customer denies access by employees of Utility to its Meters or other facilities;
  - (c) When customer uses equipment in such a manner as to adversely affect Utility's System or service supplied by Utility to other customers; or
  - (d) When customer fails to comply with the provisions of (i) the General Terms and Conditions for Electric service, or (ii) the Rate Schedule, or (iii) the contract for service.
- 15.3 Discontinuance of service in accordance with the provision of subdivisions 15.1 and, 15.2 above shall not constitute a breach of any obligation of Utility under any contract for service with customer, and Utility shall not in any case be liable to customer for any damages resulting from such discontinuances of service. Such discontinuance also shall not invalidate any provisions of the contract with customer or these General Terms and Conditions for Electric service, and Utility shall have the right to enforce all obligations thereunder regardless of discontinuance.
- 15.4 If, for any reason, Utility has issued a disconnection notice, but because of a medical postponement, duly authorized bill payment extension agreement, or pendency of a dispute resolution proceeding as provided for herein, Utility may disconnect such service without further notice, upon the expiration of such postponement or any breach of such authorized extension agreement.

## **16. Customer Complaints and Dispute Resolution**

- 16.1 A customer may file a complaint disputing a disconnection notice with the Utility at any time either before receiving a disconnection notice or within three (3) business days after receiving such notice. Complaints must be made in writing and mailed or hand-delivered to the Utility's office, attention Customer Service Department. The address for delivery is: One Municipal Plaza 401 S Meridian Street Lebanon, IN 46052; but, must be received by the Utility within three (3) business days after the customer's receipt of the disconnection notice. Upon receiving each such complaint, Utility will investigate the matter, confer with the customer when requested and notify the customer in writing of its proposed disposition of the matter. Such written notification will advise the customer that he may within five (5) business days request in writing a review of Utility's resolution of the complaint by a Dispute Resolution Board (DRB).
- 16.2 The Board will appoint a DRB that will be authorized to hear and decide any customer complaints that Utility was not able to resolve under section 16.1. The DRB may be made up of between three (3) and seven (7) members. Only three (3) members are needed to conduct a hearing but must be an odd number.
- 16.3 Upon receiving a written request for review of a complaint resolution, the DRB will hold a hearing within five (5) business days (or as practicable upon a showing of good cause) and issue a written opinion thereafter. The customer will be notified of the time and location of the hearing and shall be permitted to present its complaint to the DRB. The DRB's determination and its resolution of the complaint will be final and binding on the customer and the Utility.
- 16.4 If a customer receiving service has paid and continues to pay all undisputed charges, Utility shall not disconnect any service related to disputed rates and charges while Utility's proposed

resolution is under review by the DRB. If a customer and Utility cannot agree what portion of the charges in a bill is undisputed, to avoid Disconnection, the customer must pay on the disputed bill an amount equal to one-twelfth (1/12) of the estimated annual billing for service to be rendered to the customer. For a customer who has been a customer for at least twelve (12) months, the estimate will be based on the customer's average bill for the twelve (12) months immediately preceding the disputed bill.

## **17. Meter Accuracy—Adjustment**

- 17.1 All service supplied by Utility will be measured by Meters of standard manufacture which are owned, installed and maintained by Utility, except under Rate Schedule in which the charges for service are at a flat rate predicated on a fixed use of customer's equipment, such as street lighting, traffic signals, etc.
- 17.2 Utility will maintain Meter accuracy and periodically test for accuracy.
- 17.3 When a Meter is not recording within the limits of accuracy established by Utility, an adjustment to billings may be made.
- 17.4 Utility will make a test of the accuracy of registration of a Meter upon written request by a customer. A second test of this Meter may be requested after twelve (12) months. The customer shall be required to pay a Meter test charge as may be established from time to time by the Board and Council and as set out in the City's applicable Ordinance(s) if a test is requested at less than thirty-six (36) month intervals and if no error is found.

## **18. Interruptions, Variations in Service Characteristics**

- 18.1 Utility will, at all times, endeavor to provide regular and uninterrupted service, but does not guarantee against variations in service characteristics, such as frequency, voltage, phase angle, phase balance, system neutral to ground voltage differentials, momentary outages and single phasing (loss of phase) of three-phase systems, occasioned by acts of God, the public enemy, accidents, labor disputes, disorders, orders of public authorities, fires, strike, casualty, and necessity for making repairs or replacements of Utility's facilities.
- 18.2 In case the supply of service is interrupted or sustains other variations such as high or low voltage, single phasing (loss of phase) of three-phase service, phase reversals, system neutral to ground voltage differentials, or trouble resulting from defects in customer's wiring or other equipment, Utility shall not be liable to customer for damages, injury or losses resulting from such interruption or variation in service or any other fluctuation or irregularity in the supply of Energy.
- 18.3 Such interruptions or variations shall not constitute a breach of any obligations of Utility under any contract for service with customer.

## **19. Temporary Service**

- 19.1 When, in the opinion of Utility, the use of service will be temporary in nature and the facilities to be installed will not be used for a permanent supply, customer shall pay the cost of labor and unsalvageable material required for supplying and connecting and for disconnecting and removing facilities, plus a charge for supervision, use of tools, and indirect costs, in accordance with the "job work order" procedure of Utility. When temporary service can be supplied by the

installation of a single span service drop and Meter only, the customer's will be required to pay a temporary service charge as may be established from time to time by the Board and Council and as set out in the City's applicable Ordinance(s).

19.2 Service supplied to a temporary connection will be billed under the applicable Rate Schedule.

19.3 Customer may be required to make a deposit to insure payment of the charges (i) set out in subdivision 19.1 and 19.2 above, and (ii) covering the estimated usage of the applicable Rate Schedule for the period of temporary use.

## **20. Customer's Use of Service—Resale and Redistribution**

20.1 Service shall be used by customer only for the purposes specified in the Agreement in accordance with the applicable Rate Schedule. No customer shall resell such service to a third party by sub-metering such service or by making a separate and distinct flat charge or charges for such service.

## **21. General**

21.1 No attachments of any kind whatsoever may be made to Utility's lines, poles, cross arms, structures, or other facilities without the express written consent of Utility.

21.2 The Utility shall not be liable for damages of any kind of character for any deficiency or failure of Electric System, or for any other interruption of service caused by breaking of machinery, stopping for repairs or for any reason or occurrence beyond the reasonable control of the Utility. The Utility shall not be liable for any damage to any property caused by any of the foregoing reasons or for any other cause beyond the reasonable control of the Utility. The Utility shall not be held liable for any failure or delay in performing any of the things undertaken by it under any service contract when such failure or delay is caused by strike, acts of God, unavoidable accident, or other contingencies beyond its control, and in no manner due to its fault, neglect, or omission.

21.3 The Utility shall not be held liable for any failure or delay in performing any of the things undertaken by it under any service contract when such failure or delay is caused by strike, acts of God, unavoidable accident, or other contingencies beyond its control, and in no manner due to its fault, neglect, or omission. Nor shall Utility be liable for damage caused by interruption in, or failure of service by sewage disposal escaping from piping on customer's property.

21.4 The customer shall install only motors, apparatus or appliances which are suitable for operation within the character of the service supplied by Utility, and which shall not be detrimental to same, and the electric power must not be used in such a manner as to cause un-provided for voltage fluctuations or disturbances in Utility's Transmission or Distribution System. Utility shall be the sole judge as to the suitability of apparatus or appliances to be connected to its lines, and also as to whether the operation of such apparatus or appliances is or will be detrimental to its general service.

21.5 Customer shall not be permitted to operate their own generating equipment in parallel with Utility's service except on written permission of Utility.

21.6 Electric service will be supplied by Utility subject to the provisions or orders, amendments and interpretations thereof of any governmental body having authority or jurisdiction over such

service, notwithstanding anything to the contrary in these General Terms and Conditions for Electric service as set forth in Utility's Tariffs.

- 21.7 In the event of changes or revisions of Utility's Tariffs, customer shall take and pay for service in accordance with the provisions of the revised or superseding Tariff. Unless otherwise expressly provided for, whenever a rate change becomes effective during a Billing Period, other than on a regularly scheduled Meter reading date, charges to the customer for that Billing Period shall be prorated between the old or superseded rate and the new or revised rate.
- 21.8 Customers, by receiving the services described herein agree: ***In order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable. I/We have read this disclosure and agree that Lebanon Utilities (or its representatives) may contact me/us as described above.***