



MUNICIPAL UTILITIES: ELECTRIC RULES & REGULATIONS

RULES & REGULATIONS FOR ELECTRIC SERVICE

These Rules and Regulations have been filed with and approved by the Indiana Utility Regulatory Commission, to provide a uniform and equitable basis upon which the transactions between the Auburn Municipal Electric Department and its customers are conducted.

1) Rates, Rules and Regulations

- i. A copy of all Rates, Rules and Regulations under which electric service will be supplied is on file with the Indiana Utility Regulatory Commission, herein after referred to as "Commission" and may be inspected by the public in the Clerk-Treasurer's office at Ninth and Cedar Streets or the Auburn Municipal Electric Department, herein after referred as "Auburn".
- ii. All of the electric service furnished by Auburn shall be subject to said rates, rules and regulations, which are by reference made a part of all standard contracts (both oral and written) for service, (except when modified by special contract approved by the Commission), and are at all times subject to the approval of the Commission. The failure of Auburn to enforce any of the terms of these Rules and Regulations shall not be deemed a waiver of its rights to do so.
- iii. Auburn shall supply, free of charge, a copy of the rate schedules applicable to the types of service available to new applicants for, and existing Customers of, residential service, upon request by the applicant or Customer. Where more than one rate is applicable to the service taken, the Customer shall designate which rate is desired.
- iv. Where applicable, the Customer, upon written application, may change from rate to another once during the first contract year, effective retroactively to the date of connection, and once at the end of each twelve (12) month period thereafter, but not effective retroactively.

2) Written Application or Contract May be Required

- i. A written application or contract properly executed may be required before Auburn is obligated to supply service. Application for residential service, including residential heating service, or commercial for loads of 49 Kva or less, need not be in writing unless a written line extension agreement is required under these rules. Auburn may reject any application, whether written or otherwise, on account of unpaid charges or any other valid reason authorized by Commission or Auburn Rules.
- ii. Contracts for all residential service, and for commercial service under rate codes 30 or 35 with less than forty-nine (49) kVA or connected load, shall be for no definite term, other than what is called for in the rate, unless a line extension agreement is also involved. Contracts for all other Customers shall be categorized as follows: Standard Term [not less than three (3) years]. Short Term [less than three years]. Temporary Service or Special Contract.
- iii. An exception to the immediately preceding paragraph will be made for those

agencies of government that, ordinarily, have prospect of using electric service at the premises for three (3) years or more, but are limited by statute or by appropriation of funds to making regularly recurring short term contracts, as, for example, for not more than one (1) year. Where the authority of such agencies is so limited, contracts may be made for such period less than three (3) years as the agency's authority may require provision for renewal of successive terms. Where, however, there is no prospect than an agency or government will use electric service at the premises three (3) years or more, contract will only be made under the conditions of a Short Term Contract or a Special Contract.

- iv. Auburn reserved the right to require that all applications for service be in the name of the Property Owner who shall be responsible for the payment of all bills. All applications involving the initial establishment of service to premises not previously serviced, may be made by the Property Owner. Where the premises are occupied by a Tenant, and without in any manner relieving the Property Owner of his responsibility for payment of all bills, Auburn reserves the right to bill the Tenant directly for electric service and require Tenant to make a suitable advance Deposit to secure payment of all bills.

3) Standard Term Contract

- i. The initial term shall begin when Auburn first supplies electricity under the contract, unless some other beginning date is stated specifically in the contract. At the expiration of the initial term, the contract shall be renewed automatically for successive like terms unless either party shall have given the other written notice of its desire to terminate the agreement at least sixty (60) days prior to the expiration of the initial term of any renewal thereof.
- ii. Rate changes may be elected by the Customer from time to time, during the life of such contract, as provided in subsection 1.4 above.

4) Short Term Contract – Temporary Service

Service to mobile homes, house trailers, mobile field offices, sales trailers, service trailers, portable tools. etc., shall normally be considered as Temporary in character and Temporary Service Rules and Regulations shall apply which, in general, require that the Applicant pay the cost of establishing and disconnecting the service, including construction and dismantling of service facilities, as well as the cost of energy at the applicable rate and customer charges.

- i. Service for a term less than three (3) years and for Temporary Service will be supplied under the conditions of a Short Term Contract, which are:
 - a. That Auburn has adequate transmission and distribution services available.
 - b. If any extension of facilities is required, the Customer shall make advance deposit of the "net" cost, in accordance with the provisions for Line Extensions – Plan B.
 - c. Service bills and the conditions for any such supply will be according to Rate Code 30 or to either Rate Codes 35, 39, 41, 42, 43 or 44.

5) Special Contract

- i. A special contract may be made in case of unusual capacity requirements or load characteristics, unusual investment required or other abnormal condition. Such contract terms shall be commensurate with the conditions and shall be subject to the approval of the Commission.
- ii. Contracts for Budget Billing shall be available only to residential customers and shall be renewed automatically unless previously cancelled by either Auburn or

the Customer.

6) Change of Contract Term: Change of Line Extension Contract

- i. In the event the Customer's use of energy changes from the use contemplated at the time of making the contract, so that it is in the interest of both the Customer and Auburn to do so, either or both the term of the service contract and the line extension contract (if any) may be changed to another term conforming to Auburn's Rules and Regulations, provided all the conditions of initial service and/or line extension contract have been fulfilled to date of such change. The effective date of the contract change shall be the date it is executed, unless some other date is stated.

7) Modification of Contract

- i. No promise, agreement or representation of any agent of Auburn, made either before or after the signing of the contract, shall be binding upon Auburn, unless the same shall have been incorporated in the contract in writing before the contract is signed and accepted by the proper authority of Auburn.

8) Deposit to Insure Payment of Bills

- i. Residential
 - a. A new applicant for residential service shall not be required to make a cash deposit as a condition of obtaining service. A "new applicant" is an individual who has not previously been a Customer of Auburn. However, each new applicant shall establish his creditworthiness in accordance with Commission Rule 15 (B) or provide a cash deposit. Said cash deposit will be \$25.00 for non-heating customer; \$62.50 for electric heated apartment and \$87.50 for electric heated home.
 - b. Auburn may require a cash deposit from an existing Customer when such Customer has been mailed two (2) consecutive disconnect notices or three (3) non-consecutive disconnect notices within the preceding twelve (12) months, or when service has been disconnected for nonpayment. Deposits shall not exceed an amount equal to one-sixth (1/6) of the estimated annual billing for the Customer at the address where service is rendered. If a deposit exceeds Seventy Dollars (\$70), a Customer may request to pay such deposit in equal installments over a period of two monthly billing cycles. Deposit shall earn interest in accordance with Commission Rule 15 (D).
 - c. The term "refunded" as used in Commission Rule 15 (E) (1), shall include the application of deposits, plus interest, if any, to amounts then due and payable by the Customer to Auburn and such application shall constitute a law disposition of such deposits. Any sum remaining after the application of any such deposits shall, at the option of Auburn, either be shown as credit on the Customer's account or paid by check mailed or delivered to the Customer within fifteen (15) days.
 - d. Deposits, shall be retained until the Customer qualifies under one of the following criteria:
 - Such Customer has not had a delinquent bill out of the last nine (9) consecutive bills; or
 - Such Customer has not had two (2) delinquent bills out of the last twelve (12) consecutive bills; or
 - Such Customer demonstrated his creditworthiness in accordance with Commission Rule 15(B) (1) (a).

- e. Deposits acquired after March 10, 1976, shall be retained until the Customer qualifies for a refund under Commission Rule 15 (E); provided, that the periods set forth in such rule shall run from the date of deposit.
- f. Although a Customer may qualify for a refund of a deposit under Commission Rule 15(E), such deposit, nevertheless, shall be retained, if Auburn is entitled also to make a deposit from such Customer under Commission Rule (c).

ii. Non-Residential

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 final bill. Such deposit may be required as a condition for obtaining or continuing service. Deposits taken after the effective date of Auburn rules, shall not exceed one-sixth (1/6) of the estimated annual billings for service to the Customer at the address at which service is rendered. For deposits received on and after March 10, 1976, interest shall be payable at the rate of six percent (6%) annum on only those deposits held twelve (12) months or more.

In making a refund of a deposit, Auburn may at its option, pay the full amount thereof to the Customer or apply such deposit to amounts then due and payable by such Customer to Auburn and any deposit balance remaining after such applicant may be either paid to the Customer or shown as a credit balance on the Customer's account. Deposits shall not earn interest after the date payment in full has been made to the Customer by mail or personal delivery, or after the date the amount thereof initially has been applied to the Customer's account.

9) Change of Address, Discontinuance, etc

- i. Customers must make application to the office of Auburn Municipal Electric Department before they commence using electric energy from the Auburn system. A Customer will be subject to disconnect without notice if service is used without application.
- ii. A Customer shall notify Auburn at least three (3) days prior to the date such Customer desires service to be disconnected and Auburn shall have three (3) working days to make such disconnection. A Customer after so notifying Auburn, shall not be responsible for any service rendered after such three (3) working days, except that any Customer who fails to request disconnection of service as provided herein shall be responsible for the payment for all service rendered by Auburn while the account remains in such Customer's name.
- iii. Should a business being served as suspended or discontinued, due to fire or other causes beyond the control of the Customer, the service contract, upon written request by the Customer, shall become inoperative until business is resumed, except for unbilled amounts due Auburn for service theretofore rendered by it thereunder, at which time the contract and all of its conditions shall again become operative for the remainder of the term of the contract.
- iv. When a Customer requests that service be disconnected at a given location, Auburn may, at its election, discontinue service by either making a physical disconnection of the service at such location, or obtaining an actual meter reading and leaving the service connected with the account in the name of another Customer.

10) Assignment of Contract

- i. The benefit and obligation of any service contract (except budgeting contract) shall begin when Auburn commences to supply electrical service thereunder,

and shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the original parties thereto; provided, that no assignment shall be made by the Customer without first obtaining Auburn's written consent.

11) Resale of Energy

- i. The Electrical energy furnished under any service contract is for the sole use of the Customer. No energy shall be resold by the Customer except in cases of a temporary nature where it is impractical or inexpedient for Auburn to render service to the ultimate consumer, and then only written permission obtained from Auburn stating the specific use and period of use covered in each request.

12) Overhead Line Extensions

Where there is a reasonable prospect that the capital expenditure is warranted, Auburn will extend its overhead lines and service facilities upon the conditions outlined below, subject to such Municipal approval as may be required.

Definition of Overhead Line Extension.

The term "overhead line extension" will be construed to include any or all of the following changes of facilities, other than those made by Auburn at its initiative and at its expense in the normal growth of its business, for example; an increase of the length or current carrying capacity of an existing single phase or three phase line, a change from a single to a three phase line or an increase of the number or capacity of transformers.

- i. Plan A – Overhead Extension of Single Phase and Three Phase Line of Any capacity. Applicable with Standard Term Contracts Only.
 - a. An extension of Auburn's service facilities, including changes from single phase to three phase, will be made at Auburn's expense if, in the judgment of Auburn, the return on the investment and the stability and credit of the Customer justify it, provided the Customer will guarantee payment, if required, in each of thirty (30) consecutive months or until thirty (30) service bills have been paid, of not less than one-thirtieth (1/30th) of the cost of such extension, including transformers and service connection (but not the metering equipment), but in any case, not less than the minimum bill provided for in the applicable rate. After thirty (30) consecutive monthly extension charges have been paid as agreed, the regular minimum bill provision of the applicable rate will apply.
 - b. Subject to approval of Auburn, one or more Customers of a group may assume more than the average share of the minimum monthly extension guarantee, if it will be more equitable to do so.
 - c. Plan A is restricted to agreements with existing Customers at present locations at the effective date hereof.
- ii. Plan B – Overhead Extension of Single Phase or Three Phase Line of Any Capacity. Applicable with all Contracts for Less Than the Standard Term (including temporary service) and with Standard Term Contracts which may have an Uncertain or Insufficient Return (including supply to welding, X-ray or other apparatus which may have inherently low load-factor and may require relatively high investment per unit of capacity).
 - a. There shall be a determination of the entire cost of the line extension, including transformer, but excluding metering equipment. Such cost will be called the "gross" cost of the extension. There shall also be an

estimate of the entire cost of the extension (including transformers but not the metering equipment) plus the cost of removing it to Auburn's storeroom less any salvage in its removal. Such estimated cost, which represents "out-of-pocket" expense to Auburn, will be called the "net" cost of the extension.

- b. The Customer shall deposit the "net" cost of the extension with Auburn in advance of construction. Said deposit will be returned to Customer, as a credit on his bills for electric service, payable at the end of each twelve (12) months after the effective date of the contract, or when the service is discontinued, if prior to termination of the contract, at the rate of one-thirtieth (1/30th) of the "gross" cost of the extension. Said return of the advance deposit will be continued as long as service is taken, during the first five (5) years after the completion of the extension, but the total amount deposited. In case of temporary construction, no refund will be made if service is used less than one year.
 - c. If the extension is to provide increased facilities for an existing Customer, then the provision stated in the immediately preceding paragraph (b), for advance deposit and for refunding it, will apply only to the increase of revenue with respect to the increase of investment required. Accordingly, the amounts refunded by Auburn shall be one-thirtieth (1/30th) of the "net" cost of the extension, in each month in which the net bill for electric service equals or exceeds the revenue in an agreed "base" month (preferably the average of the net bills in the immediately preceding year) by one-thirtieth (1/30th) of the "gross" cost of the extension.
- iii. Service Connection
Auburn will designate the point at which the overhead service connection will be brought to the Customer's building. The point of service contract on the building shall be readily accessible and shall be at the closest point to Auburn's pole from which service wires are to be run without contact of such wires with the building at another point. The Customer's service entrance conductors shall, if possible, terminate so that the service drops will not cross adjacent property, and will not required the use of an extra pole or poles. Service conductors protruding from the service head for connection to Auburn's service drop should be at least twenty-four (24) inches for sizes up to No. 4. Larger sizes should extend a minimum of thirty-six inches.
 - iv. Service to Additional Customers for an Existing Line Extension.
Each overhead line extension shall be considered as a unit in determining the monthly minimum guarantee and the basis for advances and refunds. Additional Customers may be connected to an overhead line extension already built at the time the additional Customers are connected, provided the inclusion of the new Customers will not increase the cost to the existing Customers. Otherwise, an extension to serve such additional Customers will be treated as a new separate extension. When additional Customers are connected within six (6) years of the completion of such overhead line extension, initial applicants for said extension may be entitled to a refund, in proportion to their respective contributions toward the of such extension, an amount equal to two and one-half (2½) times the estimated annual revenue from such additional Customers, less the cost to serve such additional Customers; provided, that the total of all refunds to such applicant shall not exceed such applicant's total contribution.
 - v. Right-of-Way – Tree Trimming
The above plans for overhead line extensions are contingent upon assistance by

the applicant for service in securing the necessary right-of-way and tree trimming permits or other necessary permits. Auburn shall be under no obligation to start construction in the event such right-of-way permits cannot be so obtained.

- vi. Notwithstanding any payments made by the Customer to Auburn covering the cost of overhead line extension under either of the above plans, the title to the facilities and equipment making up such line extension, shall be and remain the Auburn Municipal Electric Department. The Customer shall not be entitled to any interest on any amount advanced to assist in financing such extensions.

13) Installation of Underground Lines

- i. Underground distribution lines will be installed only where, in the opinion of Auburn, such installation is necessary or where it is required by the Rules and Regulations of the Commission, the decision whether such lines shall be installed “underground” or “overhead” shall be made by the Auburn Municipal Electric Department where the matter rests in Auburn’s discretion. Underground line installations will be made in accordance with the Underground Practices and Procedures (hereinafter referred to as the UPP) set forth below or by special contract approved by the Commission; provided, however, that the UPP shall not be construed as requiring Auburn to make any underground installation that in the judgment of Auburn, cannot be technologically or economically justified.

- ii. UPP Definitions

As used in the UPP, THE TERM:

- a. “Developer” means one or more natural or artificial entities that own, improve or remodel real estate.
- b. “Electric Lines: means primary, secondary or service wires exclusively used or intended for the distribution of electric energy within a Residential Development or Commercial Complex at nominal voltages of not more than 15,000 volts, but excluding, without limitation, (i) main feeder lines used or intended for the distribution of electric energy beyond a Residential Development or Commercial Complex at any nominal voltage, and (ii) such other wires are necessarily or customarily located at or above ground level in an underground system.
- c. “Residential Development” means (i) five (5) or more contiguous single-family, two-family or mobile home dwellings, either proposed or existing, (ii) eighteen (18) contiguous units for multi-family use, either proposed or existing, or (iii) a combination of (i) or (ii) , which may be treated by Auburn as a unit for all purposes incident to the underground installation of Electric Lines within the Developer’s Project.
- d. “Commercial Complex” means any proposed or existing non-residential development in which one or more businesses are conducted of the type falling within Standard Industrial Classifications 501 through 9999 as set forth in the current edition of the Executive Office of the President of the United States.
- e. “Developer’s Project” means the specific Residential Development or Commercial Complex for which the Developer has made application to Auburn for the installation of underground Electric Lines.
- f. “Cost of Installation” means the total expenditure Auburn will incur for labor, material, overhead and supervision in the installation of Electric Lines and associated facilities that are required to serve the Developer’s project.
- g. “Revenue” means the sum of the net billing for thirty (30) consecutive

monthly periods (i.e. 2½ years) resulting from the application of Auburn's applicable rate for electric service to the total number of kilowatt-hours consumed by the Developer's Project for such periods.

- h. "Net Loss" means the cost of removal, plus the reproduction cost new depreciated, less the salvaged value of Electric Lines, including associated facilities.

iii. Terms and Conditions UPP

- a. Application Required – The Developer shall make application to Auburn for the type of underground installation desired designating the location of the Developer's Project affected. Such application shall be reviewed by Auburn to determine if the underground installation contemplated is consistent with these Terms and Conditions; Auburn shall require the Developer to execute an agreement as to any and all of the matters set forth herein if the Developer is required to participate in the cost of such underground installation.
- b. Payment Required in Advance of Construction – Any payment required to be made to Auburn by the Developer pursuant to these Terms and Conditions shall be made in advance of any construction required by these Terms and Conditions to be performed by Auburn.
- c. New Projects – Where the Developer's application involves installation of underground Electric Lines in a Developer's Project not having had electric utility service previously, the Developer shall pay to Auburn the amount, if any, by which the estimated Cost of Installation as computed by Auburn exceeds estimated Revenue of such project computed by Auburn.
- d. Conversion of Existing Projects – Where the Developer's application involves the replacement of overhead Electric Lines with underground Electric Lines of like electrical capacity rating, the Developer shall pay the estimated Net Loss of the overhead Electric Lines so replaced; in addition, the Developer shall pay Auburn the amount, if any, by which the estimated Cost of Installation as computed by Auburn exceeds estimated Revenue of such project as computed by Auburn; the Developer shall also assume the responsibility for, and pay the cost of, the trenching and backfilling necessary to the installation of the underground Electric Lines; provided, that the extent to which such overhead Electric Lines may be replaced with underground Electric Lines shall be within the sole discretion of Auburn to determine, consistent with sound engineering and economic principles.
- e. Upgrading of Existing Projects – Where the Developer's application involved the replacement of overhead Electric Lines with underground Electric Lines having a greater electrical capacity rating, the Developer shall pay Auburn the amount, if any, by which the estimated Cost of Installation as computed by Auburn exceeds estimated revenue of such project as computed by Auburn; in addition, the Developer shall assume responsibility for, and pay the cost of trenching and backfilling necessary to install the underground Electric Lines; the Developer also shall pay the estimated Net Loss of only those overhead Electric Lines which are replaced with underground Electric Lines of a like electrical capacity rating; provided, that the extent to which overhead Electric Lines may be replaced with underground Electric Lines shall be within sole discretion of Auburn to determine, consistent with sound engineering and economic principles.

- f. Data Required of Developer – The Developer shall furnish Auburn with building plans, site plans, building layouts, electrical load information, street addresses and other such data sufficiently in advance for Auburn to meet service requirements, and in sufficient detail to enable Auburn to determine the type, capacity and extent of the Electrical Lines to be installed.
- g. Functions Comprising Auburn Municipal Electric Department Work – Work to be performed by Auburn in the underground installation of Electrical Lines may include, without limitations, all or any part of the following functions: planning, engineering, scheduling, material purchasing, construction, metering and connection. Should the Developer make any changes in the plans or other data to be filed with Auburn pursuant to subsection 13.3 f which necessitate revisions in any such functions, the Developer shall pay all costs incurred as a result thereof.
- h. Developer to Furnish Easements – The Developer shall furnish, at no cost to Auburn, all easements and rights-of-way in, or, over and through private real estate for the installation of the Electric Lines to serve Developer’s Project. Auburn reserves the right to specify the routes, locations and conditions of such easements and rights-of-way.
- i. Developer to Furnish Conduit – The Developer shall furnish and install all conduit for those Electric Lines running from the meter facility or junction box away from the permanent structure either to the point where all paved patios, pools, sidewalks, driveways and other paved areas are cleared by at least two (2) feet, or to such point as Auburn may designate in writing to the Developer; the Developer shall be responsible for, and pay the cost of, all trenching and backfilling that is required to install such conduit, irrespective of the type of Developer’s Project involved, and the cost of such trenching and backfilling as originally estimated by Auburn shall be deducted* from the estimated Cost of Installation; provided, that in the event there are no such paved areas to be cleared, the Developer shall install all conduit from the meter facility or junction box down the outside surface of permanent structures to a depth of eighteen (18) inches below grade level.
*Such deduction shall be made only to the extent that such trenching and backfilling costs were included in the Cost of Installation.
- j. Developer’s Responsibility as to Trench Routes – With respect to the trench routes which Auburn is required by these Terms and Conditions to trench and backfill, the Developer shall (i) stake all property concerns, permanent structures and all underground facilities which are the Developer’s responsibility to locate within the Developer’s Project, (ii) grade such trench routes to within four (4) inches of final grade, (iii) clear therefrom all surface and subsurface obstructions, which prevent the use of standard trenching equipment, to a depth of thirty-six (36) inches below final grade, and (iv) be responsible for maintaining the grade and clearance of such trench routes during and subsequent to Auburn’s work in installing the Electric Lines underground. Any damage to persons or property resulting from the failure of the Developer, or the successors or assigns thereof, to maintain said clearance or to establish a grade that will provide a depth for Auburn’s Electric Lines of at least thirty-six (36) inches below the ground, shall be assumed and paid for by the Developer, or the successors or assigns thereof responsible for such

failure. Provided, nothing in this subsection 13.3), shall preclude the Developer from doing all the trenching and backfilling required for the installation of Electric Lines underground at this own cost and expense, and the cost of such trenching and backfilling as originally estimated by Auburn shall be deducted from the estimated Cost of Installation. If Auburn, at the request of the Developer, employs nonstandard methods or equipment not contemplated in this subsection 13.3), the Developer shall pay the difference in cost between the standard method as estimated by Auburn and such nonstandard method. Auburn reserved the right at any time, to postpone any part of the work of installing Electric Lines underground due to excess moisture, frozen ground or any other condition beyond its control.

- k. Developer to Protect Landscaping – The Developer assumes all responsibility for the protection of landscaping during Auburn’s underground installation of Electric Lines and for any replanting or reseeded of the trench routes that may be required as a result of such installation.
- l. Developer’s Work Subject to Auburn Standards – Any work required by these Terms and Conditions to be performed by the issue of Auburn’s “Construction Standards”, copies of which are on file with are available for examination at the Auburn Municipal Electric Department’s main office. The timely completion of such work by the Developer shall be prerequisite to Auburn’s obligation to perform the work required of it hereunder and to render electric utility service to the Developer’s Project.
- m. Auburn’s Work Limited to Its Standards – The utilization of voltages and configurations for underground installation of Electric Lines are limited to those set forth in the most recent issue of Auburn’s “Electric Service Meter Manual”. The Electric Lines and other equipment installed by Auburn and the manner in which they are installed, shall be in accordance with the most recent issue of Auburn’s “Construction Standards”. Deviations from such “Electric Service and Meter Manual” and such “Construction Standards” may be permitted; provided, the Developer agrees in advance, to pay the cost thereof and Auburn has given its prior written consent. Any provision of the “Electric Service and Meter Manual” or of the “Construction Standards” of Auburn which is in conflict with these Terms and Conditions shall be deemed amended to conform to these Terms and Conditions.
- n. Connection Points Determined by Auburn – Auburn shall install the underground Electric Lines for the Developer’s Project from the nearest point of connection with Auburn’s existing and unaltered primary or secondary service lines to each of the meter facilities or junction boxes located outside on permanent structures comprising the Developer’s Project. Auburn reserves the right to determine the location of all connection points, including, without limitation, termination and metering points.
- o. Auburn Secondary Network Excluded – Notwithstanding anything herein to the contrary, these Terms and Conditions shall not apply to any underground secondary network that is now or may be hereafter established by Auburn in areas of high load density located within Auburn’s service area.
- p. Underground Installation to Less than Five Dwelling Units – Notwithstanding anything herein to the contrary, Auburn may install

underground Electric Lines.

- q. To less than five (5) existing single-family, two family or mobile home dwelling units in areas predominately served with overhead Electric Lines, upon agreement that the Developer thereof shall do all trenching and backfilling required for such installation; (ii) install a conduit, together with fittings, conforming to Auburn's specifications, running from the meter facility away from permanent structures either to the point where all paved areas are cleared at least two (2) feet or to such other point as Auburn may designate in writing to the Developer; (iii) pay to Auburn forty dollars (\$40.00) for the first sixty (60) feet of trench for the electric cable to be furnished and installed by Auburn, plus thirty cents (\$0.30) per foot for each additional foot of such trench in excess of sixty (60) feet; and (iv) comply with any other provisions of these Terms and Conditions not inconsistent with the subsections 13.3 d. or 13.3 e., whichever is applicable.
- r. To less than five (5) new or proposed single-family, two family or mobile home dwelling units in accordance with subsection 3.c and all other applicable provisions of these Terms and Conditions.

- iv. Underground Extensions in Underground Transmission Districts – In the district in which electrical energy is supplied from underground secondary network, Auburn will, when necessary for its convenience, extend its underground service wires to the outside walls of the Customer's basement at a point adjacent to Auburn's existing manhole. All other expenses will be paid for by the Customer.

14) Description of Equipment to be Served

- i. The Customer shall, upon request of Auburn, present in writing to Auburn a list of the devices which are to be served by Auburn's lines and the location of the premises to be served; and Auburn will then inform the Customer as to the voltage and other characteristics of the service it will furnish.

15) Right-of-Way Permits.

- i. 15.1 The Customer shall obtain, on forms provided by or approved by Auburn, all necessary right-of-way in, on, over, or through private property for the installation and maintenance of all poles, wires, transformers, conduit, or other equipment necessary or convenient for supply of service to such Customer.
- ii. Auburn shall have the right to install, construct and operate such poles, wires, fixtures and other equipment (overhead and underground) on Customer's property and shall have the right to maintain such poles, wires, fixtures and other equipment including the right to trim and remove trees located on Customer's property, as in, Auburn's judgment, are reasonably necessary to the operation and maintenance of such facilities.
- iii. The properly authorized agents of Auburn shall have the right, at all reasonable times, to enter upon the premises of the Customer for the purpose of installing, meter reading, inspecting, repairing or replacing appliances used in connection with the supply of service to the Customer and, upon termination of the service contract, for the purpose of obtaining a meter reading prior to physical disconnection and for removal of Auburn's property.
- iv. Failure of any Customer to comply with subsections 15.1, 15.2 and 15.3 hereof shall be sufficient cause for Auburn to refuse, withhold or disconnect service to such Customer until compliance therewith has been obtained.

16) Space for Auburn's Meters, Transformers and Appliances

- i. When the character of service requires it the Customer shall provide, free of expense to Auburn, and near the service entrance, a suitable and dry space or room for the necessary meter, any and all auxiliary apparatus, distribution

transformer or other appliances which may be furnished by Auburn. Such spaces or rooms shall be kept easily accessible at all times, shall not be used for storage purposes and shall be kept free of foreign materials of any nature.

17) Customer's Wiring

- i. The applicant for electrical service shall provide and install the necessary wiring and service entrance equipment at his own expense. All such wiring and equipment shall be constructed and maintained entirely in accordance with the current Meter Service Rules of Auburn and shall be subject to the approval of any inspectors authorized by law. All subsequent installations or changes shall also be inspected and approved before connections to Auburn's system.
- ii. Auburn reserves the right to seal all meters, metering equipment and fused or unfused switches, together with any enclosures, gutters or raceways containing unmetred circuits, whether any of such equipment has been furnished by the Customer or Auburn; and to keep all of the foregoing sealed to the exclusion of all other parties.
- iii. No radio, wireless telegraph, wireless telephone or any other equipment may be connected to Auburn's lines, poles, crossarms or structures, except in accordance with the requirements of Auburn and upon written permission obtained from Auburn for each installation.
- iv. When, in its judgment, it is expedient to do so, Auburn shall have the right to install at its expense outdoor type "Inverted Sequence" meters upon the premises of the Customer.
- v. All neon, fluorescent or other types of lighting or luminous display equipment installed after the effective date hereof shall include, if necessary, auxiliary power factor corrective device, as part of or in connection with it, so that each unit of such equipment, or each group of such equipment that is controlled as a unit, will operate with a power factor of ninety percent (90%) (lagging) or higher. Such power factor corrective auxiliaries shall be so installed as to be de-energized when the equipment it corrects is not in operation. Any such equipment installed prior to the above date will be considered as a new installation and be subject to the above regulation in case it is rearranged, replaced or removed to a new location subsequent to the date.
- vi. In multiple tenancy buildings where each tenant is to be separately served as a Customer of Auburn, the wiring in such buildings shall be arranged and provisions shall be made for the setting of Auburn's meters so that the consumption of electric energy by one (1) Customer will not register on the meter of another and disconnection of service to one (1) Customer will, in no way interfere with or interrupt service to another. No Customer on such premises may interfere with or interrupt service to another. Auburn shall have the right to discontinue service to Customers on the premises, after seven (7) days written notice, without liability to any of them.

18) Motor Installations, etC

- i. The Customer shall install only motors or other apparatus or appliances that have the approval of Auburn as being suitable for operation with the character of service designated and supplied by Auburn, and the electrical energy must not be used in any manner to cause unreasonable voltage fluctuations in Auburn's distribution system, or in the premises of other Customers. Auburn may require the Customer to make such changes in the equipment, or of his use of the equipment, or to install such corrective equipment as may be necessary to eliminate unbalanced load and limits any and all fluctuation of voltage at the point of delivery not to exceed two percent (2%) above or below the impressed voltage at that point.

- ii. All apparatus used by the Customer shall be of such a type as to secure the highest practicable commercial efficiency and power factor and the proper balancing of phases. With three wire, single phase systems, the load must be balanced so that the current flowing in the neutral wire by more than four percent (4%). With three phase systems the energy flow must be balanced so the variations between any two phases shall not at any time exceed twenty percent (20%).
- iii. Motors started frequently or motors arranged for automatic control must be of a type to give maximum starting torque with minimum current and, together with their controlling equipment, must be subject to the approval of Auburn.
- iv. Elevator installations, cranes, hoists or other equipment subject to damage because of phase failure or reversal should be equipped with reverse phase relays or other devices for automatically locking the circuits open in case of such contingencies.
- v. The Customer shall pay the cost of any special installation necessary to meet his requirements for service at other than standard voltages, phase or frequency, or for the supply of closer voltage regulations than is required by standard practice.

19) Meters to be Installed by Auburn.

- i. All electrical energy, unless specified otherwise, shall be measured by a meter or meters (which includes all auxiliary and supplemental measuring instruments) of standard manufacture, installed by Auburn upon the Customer's premises in accordance with Commission Rule 5, as amended from time to time, and the Meter and Service Rules of Auburn in force at the time of installation. If said meters or the appliance belonging to Auburn are willfully tampered with, damaged or destroyed due to negligence or misuse by the Customer, or any member of his family, or by an officer, agent or employee of the Customer, then the cost of the necessary repair or replacement shall be paid by the Customer.
- ii. If, after reasonable investigation, Auburn determines that a Customer has tampered with seals on metering equipment, a property owner will be fined \$25,00 for the first offense and be subject to disconnection of service for the second offense. If after a reasonable investigation, Auburn determines that a licensed electrician has tampered with seals on any metering equipment without proper notice to Auburn, the electrician will be subject to a fine of \$25.00 for the first offense and be subject to Auburn revoking his Electrician's License for a second offense.
- iii. Auburn will furnish one main watt-hour meter (including such auxiliary meters and instruments that may be required to supplement it) to enable the measurement of and billing for all energy of like character supplied to the Customer for each service classification on the same premises. A separate bill will be rendered for the energy passing through and measured by each separate metering installation. An exception to the above made be made where three phase four wire supply is available. In such cases, three phase and single phase energy will be measured and billed through one meter.
- iv. When Customer requires, for his own use and convenience, more than one main watt-hour meter (as described in the preceding paragraph) for each supply of like character on the same premises, any and all expense of installation and operation of the added equipment shall be borne entirely by the Customer.
- v. When, in the judgment of Auburn, it is necessary to furnish more than one meter for each supply of like character on the same premises, because of practical conditions of measurements, engineering, safety, legal or other reasons, Auburn

will furnish such additional equipment that it considers necessary, and will render the bills for such services as if the energy were supplied through a single meter.

- vi. When the convenience of Auburn requires more than one watt-hour meter to be installed in one building or more than one building, on the same premises for one Customer under one contract, the kWh readings of said meters shall be taken collectively in determining the rate to which the Customer is entitled. Under no other conditions shall the kWh readings be taken collectively.
- vii. Auburn shall make a test on the accuracy of registration of a single phase meter at least every ten (10) years, or at five (5) year intervals if Auburn deems necessary. Three phase commercial network and self-contained meters shall be tested on a 48-month basis. Three-phase industrial demand and reactive metering units shall be tested on a 23 month interval.
- viii. If on test of any meter at the request of the Customer, it is found to be more than two percent (2%) fast, Auburn shall refund to the Customer an amount equal to the excess charged for the electricity incorrectly metered, for a period equal to one-half (1/2) of the time elapsed since the previous test, but not to exceed twelve months.
- ix. If on test of any meter at the request of the Customer, it is found to be more than two percent (2%) slow, Auburn may charge the Customer for the electricity incorrectly metered, for a period equal to one-half (1/2) of the time elapsed since the previous test but not to exceed six months. If a meter is found not to register for any period, Auburn shall estimate the charge for the electricity used by averaging the amounts registered over corresponding periods in previous years.

20) Incorrect Registration of Meter

- i. Whenever it is discovered that a meter is not registering correctly, adjustments covering such inaccuracy shall be made in accordance with Commission Rule 14 (A) as amended from time to time.
- ii. Any other determinable billing error, including incorrect rate application, shall be adjusted to the known dates of error, date of connection of current Customer, or one (1) year, whichever is shorter.
- iii. Auburn will test the accuracy of registration of a meter upon written request of a Customer and upon payment of a Deposit of \$18.50. If the meter to be tested is found to be outside limits, the Deposit will be refunded. The Customer will be responsible for all costs incurred in the performance of such tests if the Customer requires them to be performed outside of normal working hours.

21) Transformers

- i. Auburn will own, install and maintain the necessary distribution transformers unless otherwise expressly provided for.

22) Continuity of Supply

- i. Auburn will use reasonable diligence in providing regular and uninterrupted supply of energy; but, if the supply should be interrupted or fail by reason of accidents, strikes, acts of God, legal process or procedure, Federal, State or Municipal action or interference, extraordinary repair or for any cause whatsoever not within control of Auburn, Auburn shall not be held liable for damage, and such interruptions or failures shall not invalidate any of the covenants of the contract.
- ii. In any case of deficiency of supply or any trouble with the electric service, notice shall be given promptly to the office of the Auburn Municipal Electric Department or the Auburn Police Department.

23) Release of Auburn from Liability

- i. Auburn shall not be liable for any interruption of service caused by defective wiring or Customer's appliances on the Customer's premises.
 - ii. Auburn shall not be liable for damages resulting to the Customer, or to third persons, from the use of electricity or the presence of Auburn's property on the Customer's premises, unless due to willful default or neglect on the part of Auburn.
- 24) Auburn Reserves the Right to Discontinue Supply
- i. Auburn shall have the right, subject to any provision of Commission Rule 16 to the contrary, to discontinue service without notice and remove any of its property from the Customer's premises without legal process, for any of the following reasons:
 - a. To facilitate emergency repairs;
 - b. For want of supply of electric energy;
 - c. Where tampering or the fraudulent or unauthorized use of electricity is detected, or where Auburn's regulating or measuring equipment or other facilities have been tampered with and Auburn has reasonable grounds to believe the affected Customer is responsible for such use of tampering;
 - d. Where a condition is dangerous or hazardous to life, physical safety or property exists;
 - e. By order of any court, the Indiana Utility Regulatory Commission, or other duly authorized public authority.
 - ii. Auburn may discontinue service after fourteen (14) days prior to written notice to a Customer for any of the following reasons:
 - a. For nonpayment of a delinquent bill.
 - b. For violation of any Auburn Municipal Electric Department Rule.
 - c. For breach of the service contract or line extension contract.
 - iii. If, for any reason, Auburn has issued a notice of disconnection of service but because of a medical postponement or bill payment extension agreement such service was not disconnected pursuant to such notice, Auburn may disconnect such service without further notice, upon the expiration of such postponement or any breach of such extension agreement.
 - iv. Such discontinuance, provided for subsections 25.1, 25.2 or 25.3 above, shall not, however, invalidate any of the covenants of the contract of Auburn Rules; and Auburn shall have the right to enforce any contract notwithstanding such discontinuance.
 - v. If for any reason, sufficient amounts of electric power, in the judgment of Auburn, are not available to Auburn to meet all existing and reasonably anticipated demands for service or to protect integrity and stability of the system, Auburn reserves the right to restrict, limit or curtail electric service to any of its Customers. Under these conditions appeals for voluntary curtailments of loads will be initiated.
 - vi. If supplies of electric power are not sufficient after the above named appeals for voluntary curtailment of load, Auburn reserves the right to order further electric service curtailment either by a priority of service system or interruption of selected circuits. Priority of service will be as follows (the highest priority as Class 1 and the lowest as Class 5): 1) Human Needs; 2) Residential and Living Quarters; 3) Commercial and Industrial Customers; 4) Schools, Colleges, Universities, and Other Educational Institutions; 5) dispensable Users and Surplus Capacity Power.
 - vii. Auburn reserves the right to order electric service curtailment without regard to priority of service when in its judgment such curtailment is required to forestall

imminent and irreparable injury to life, property or the electric system. In the event mandatory curtailment is imposed, as above provided, Auburn, in addition may employ, for not more than two (2) hours duration at any time, selective short term service interruptions by operation on a rotational basis of distribution switching equipment to effect the necessary electric power curtailment.

25) Bills, Payment of Bills

- i. Electric service bills, including budget bills, are issued each month as net bills. The net amount, as indicated on the bill, is due and payable upon receipt. If payment of the net amount is not received by Auburn or a bank duly authorized as a collection agent within seventeen (17) days after the bill is mailed to the Customer, the bill is delinquent. The net amount plus the late payment charge then becomes due. If the bill remains unpaid at the next billing date, a bill with a disconnect notice will be mailed to the Customer, requiring payment of the delinquent amount within fourteen (14) days of the mailing date. If such payment is not received by the expiration of such fourteen (14) day period, service is thereafter subject to disconnection. Partial payments and payments on bills with disconnect notices will not be accepted by banks authorized as collection agents. When the due date falls on Saturday, Sunday or any legal holiday, the first business day thereafter shall be the due date. Failure to receive a bill shall not entitle the Customer to the net bill if he fails to make payment within the said seventeen (17) day Prompt Payment Period, nor shall it affect the right of Auburn to discontinue service as provided above.
- ii. The billing as determined by the most recent dates as approved by the Commission is Net as shown and is payable on or before the final payment date specified on the bill. If all accounts are not so paid, a penalty for late payment may be added which will be ten percent (10%) higher than the stated rates for the first \$3.00 of billing plus three percent (3%) higher for all Net Billing in excess of \$3.00.
- iii. If Auburn is justified in discontinuing service to a Customer at one location, Auburn shall have the right, subject to any provisions of the Commission Rule 16 to the contrary, to transfer unpaid charges to the same Customer at any other location at which Auburn is rendering service to each Customer, notwithstanding separate service contracts may be in effect for each location. Furthermore, Auburn, upon fourteen (14) days advance notice, shall have the right, subject to any provision of Commission Rule 16 to the contrary, to discontinue its service to a Customer at any location to which the charges have been transferred because of such Customer's failure to pay such charges with the time prescribed in subsection 26.1 above.
- iv. All bill payments must be received in the office of the Auburn Municipal Electric Department or by a bank duly authorized as a collection agent on or before the stated due dates to avoid late payment charges and interruption of service.
- v. When service is disconnected for nonpayment of a bill, or whenever for any reason beyond the control of Auburn, except as acts of God, a reconnection of service is required by any Customer, a minimum charge of fifteen dollars (\$15.00) will be made by Auburn to cover a part of the cost of disconnection and reconnection of the service; except that the charge for any service of a Customer after regular business hours or on Saturdays, Sundays or Holidays, shall be charged at an actual cost incurred by Auburn. This charge together with an arrears due Auburn and any service deposit required by Auburn must be paid before the service is reconnected.
- vi. When a bank issues a check to Auburn which is not honored by the bank, a charge of ten dollars (\$10.00) will be billed to the Customer for each such

- dishonored check.
- vii. All bills involving a consideration of the Customer's demand shall show the demand and energy used, and any other modifying conditions, necessary and in their calculation.
 - viii. When Auburn detects fraudulent or unauthorized use of electricity, or Auburn's regulation, measuring equipment or other service facilities have been tampered with, Auburn may reasonably assume that the Customer or other user has benefitted by such fraudulent or unauthorized use or tampering and, therefore, is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and for the cost of field calls and the cost of effecting repairs necessitated by such use and/or tampering; provided, that Auburn may make a minimum charge of twenty-five dollars (\$25.00) per occurrence for such field calls and repairs. Under such circumstances Auburn may, subject to any provision of Commission Rule 16 to the contrary, disconnect service without notice and Auburn is not required to reconnect the service until a deposit and all the above enumerated charges are paid in full.
 - ix. Where single phase service is furnished, the applicable Monthly Customer Charge shall apply for not less than 4 consecutive months each time that service is established, in any given name.
 - x. Where three-phase service is furnished, the applicable Monthly Customer Charge shall apply on a year-round basis of not less than 23 consecutive months (or longer as may be specified in the Electric Service Agreement). Therefore, Seasonal Disconnection of 3-phase service shall not avoid the applicable Monthly Customer Charge.

26) Estimated Bills

An estimated bill may be issued when an actual meter reading cannot be obtained for any reasons permitted under Commission Rule 13 © (1). Any difference between the estimated bill and the Customer's actual usage will be adjusted in accordance with the next meter reading.

27.2 At the request of the Customer who is using or plans to use electricity as the principal means of heating a dwelling, and upon the approval of Auburn, a Budget Plan for the payment of electric service bills may be used. Based on actual experience (or estimated Kwh consumption where there is no actual experience) Auburn will compute the annual electric service bill for all purposes and divide same by 12. The result shall be the amount to be paid by the Customer as the "Average Monthly Budget Bill".

All Budget Plans shall commence with the bill payable in July of each year and end with the bill payable in June of the following year.

At the end of each annual billing period, terminating with the bill payable in June, the difference between the amount payable for all of the plan actually used by Customer plus Customer Charges, during the first 11 months of said annual billing period and the actual amount paid under the Budget Plan shall be determined and shall be the balance due Auburn. Said balance plus the actual bill for the 12th month of said annual billing period, shall be payable in June on or before the date specified on the bill. Any overpayment shall be refunded in cash or, at the option of the Customer, will be credited to future billing of the Customer's account.

27.3 If a meter is tampered with or found not to register accurately for any period, Auburn shall estimate the charges for service used by averaging the amounts registered

on the meter over similar periods, preceding or subsequent thereto, or over corresponding periods in previous years.

27) Estimated Bills

- i. An estimated bill may be issued when an actual meter reading cannot be obtained for any reasons permitted under Commission Rule 13 © (1). Any difference between the estimated bill and the Customer's actual usage will be adjusted in accordance with the next meter reading.
- ii. At the request of the Customer who is using or plans to use electricity as the principal means of heating a dwelling, and upon the approval of Auburn, a Budget Plan for the payment of electric service bills may be used. Based on actual experience (or estimated Kwh consumption where there is no actual experience) Auburn will compute the annual electric service bill for all purposes and divide same by 12. The result shall be the amount to be paid by the Customer as the "Average Monthly Budget Bill". All Budget Plans shall commence with the bill payable in July of each year and end with the bill payable in June of the following year. At the end of each annual billing period, terminating with the bill payable in June, the difference between the amount payable for all of the plan actually used by Customer plus Customer Charges, during the first 11 months of said annual billing period and the actual amount paid under the Budget Plan shall be determined and shall be the balance due Auburn. Said balance plus the actual bill for the 12th month of said annual billing period, shall be payable in June on or before the date specified on the bill. Any overpayment shall be refunded in cash or, at the option of the Customer, will be credited to future billing of the Customer's account.
- iii. If a meter is tampered with or found not to register accurately for any period, Auburn shall estimate the charges for service used by averaging the amounts registered on the meter over similar periods, preceding or subsequent thereto, or over corresponding periods in previous years.

28) Disconnection of Meter After Continued Non-reading

- i. When Auburn's agents are unable to have safe and reasonable access during Auburn's normal business hours to any meter, for continuous period of three months (3) months, Auburn may disconnect after fourteen (14) days written notice, until suitable arrangements can be made for the regular reading of such meter.

29) Residential Service

- i. Residential service is only applicable for service supplied to what is ordinarily designated and recognized as individual single family, residential, home or farm house use, including apartments, mobile homes and other individual single family dwelling quarters or units. Where service is supplied through one meter to more than a single family dwelling unit or living quarters or apartment, see elsewhere under "Multiple Dwelling Units" as to billing and other requirements.
- ii. The term "Residential Service" includes service to:
 - a. The separate dwelling-units in an apartment house, but not the halls, basement or other portions of such buildings common to more than one such unit.
 - b. The premises occupied as the living-quarters of five persons or less who unite to establish a common dwelling-place for their own personal comfort and conveniences on a cost-sharing basis.
 - c. The premises owned by a church, and primarily designate or set aside for, and actually occupied and used as, the dwelling-place of a priest, rabbi, pastor, nun or other functioning Church Devine.
 - d. Private dwellings in which space is occasionally used for the conduct of

- business by a person residing therein.
- iii. The term does NOT include service to:
 - a. Premises institutional in character including Clubs, Fraternities, Orphanages or Homes;
 - b. Premises defined as a rooming or boarding house in the Auburn Municipal Code.
 - c. The space in an apartment or other residential building primarily devoted to a professional or other office, studio or other gainful pursuit.
 - iv. In borderline cases, in which the principal use of energy will be for residential purposes, but it is desired to utilize a small amount of energy for non-residential purposes, such non-residential use will be permitted only when the equipment for such use is within the capacity of one 120 volt, 30 ampere branch circuit (or less than 3,000 watts capacity) and the non-residential consumption is less than the residential use on the premises. When the non-residential equipment exceed the above stated maximum limit 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 commercial service rate.
 - v. Residential heating service is applicable under Rate Code 16 for house heating service where the house heating service installation conforms to the specifications and conditions hereinafter set forth.
 - a. All electric space heating equipment shall consist of a permanent installation to be approved by Auburn with maximum connect kVA explicitly stated. The electric heating equipment may consist of either individual room resistance space heating units installed in each room, or reversed cycle refrigeration "heat pump" units, or central "furnace-type" units, not to exceed 25 Kva.
 - b. The entire heating installation (including heating units, wiring ducts, controls, building insulation, etc.) shall be installed strictly in accordance with Auburn's Standards available at the Auburn Municipal Electric Department Office. Said Standards specify among other things, that the minimum approved insulation for any electrically heated home shall have a thickness of not less than 8 inches for outside ceiling areas, same to be installed with an approved vapor barrier. For concrete slab floor construction next to earth, 2-inches of effective edge and water proof perimeter insulation shall be installed, extending not less than 24 inches below the floor slab.
 - c. Where the home is heated by means of individual resistance heating units (ceiling and baseboard) the temperature of each room shall be controlled by means of individual thermostats installed in each room.
 - d. Where the home is heated by means of a circulation hot water heating system, using a centrally located electric resistance operated hot water heating unit and if the aggregate rated capacity of said hot water heating unit that can be in operation at any time exceeds 10 kWH with a maximum limit of 25 kWH, the charges as set forth in Rate Code 16 shall apply.
 - vi. If a customer used an average of more than 2,000 kilowatt hours per month during the months of October, November, December, January, February, March and April, the Customer shall be billed under Rate Schedule R-AES (Rate Code 16). If a customer verifies in advance that he expects his usage to average more than 2,000 kilowatt hours per month for said months, the customer shall be billed under Rate Schedule R-AES (Rate Code 16). In May of each year a

computation shall be made for said customer to determine if his average kilowatt hour consumption for said months is less than 2,000 kilowatt hours per month. In such event, the customer shall be rebilled for those months under Rate Schedule R (Rate Code 10) and shall be billed under Rate Schedule R (Rate Code 10) prospectively as well.

30) Service to Multiple Dwelling Units

- i. Where electrical energy is supplied through one meter and billed to one Customer and serving two but not more than three separate dwelling units, and when the entire use of the service is for residential purposes, the Customer, shall, by written application to Auburn, elect whether:
 - a. The service will be classified as residential, in which case, for billing purposes, the Customer charge of the residential rate shall be multiplied by the number of living quarters served through the meter, or
 - b. The service shall be classified as commercial, in which case, for billing purposes, the applicable commercial rate shall be applied on the basis of a single Customer.
- ii. The election made the Customer shall continue for a period of twelve (12) months and thereafter until the Customer shall notify Auburn, in writing, of his election to have the selected classification changed. Each such election subsequent to the initial election shall continue for a twelve (12) month period and thereafter until the Customer again notifies Auburn in writing, of his election to change his selection of the classification of such service. This rule has no application to rooming houses, which will be served only under the commercial service rate.

31) Exclusive Supply of Installation Connected

- i. No other source of electric light or power supply shall be used by the Customer on the same installation in conjunction with Auburn's supply. Exceptions to the above may be made for auxiliary power supply and only through suitable switches to insure that the Customer's emergency generation is isolated from Auburn's lines at all times.

32) Three Phase Service – Minimum Installation

- i. Three Phase service will be supplied only where Auburn has the lines available, but no connection will be made for less than five (5) horsepower, nor will the bill be based upon less than four (4) kilowatts.

33) Determination of Customer's Demand

- i. The monthly kVA billing demand shall normally be determined by measurement by taking the highest 15 minute integrated or equivalent thermal Kw capacity and by dividing same by the average monthly power factor as may be determined by a ratcheted Rkvah meter or by the average monthly power factor as may be determined by Auburn by means of periodic tests made by suitable metering equipment. The monthly Kva billing demand may also be determined by means of other suitable indication or recording metering equipment. All kVA billing demand shall be determined to the nearest whole Kva.
- ii. The billing demand may be adjusted where highly fluctuating or intermittent loads (such as welding machines, electric furnaces, hoists, cranes, elevator, X-rays, and the like) are in operation by the Customer. Auburn reserves the right to determine the billing capacity by averaging Customer's total load over a 2 minute period.
- iii. The Customer's demand upon Auburn's facilities may be determined by permanently installed meters of suitable design. Any demand resulting from unusual conditions, not conducive to practical or accurate metering, will be estimated and added, for billing purposes, to the measured demand.

- iv. When more than one demand meter is used to determine the Customer's demand upon Auburn's facilities, the kilowatts of demand that are used in computing the bill shall be based upon:
 - a. The sum of maximum demands of the several meters, without any consideration of their time of occurrence in the month, when the use of more than one meter is required by the Customer; or
 - b. The sum of simultaneous demands of the several meters, as near can be determined practically, when the use of more than one meter is required by Auburn.
 - v. The Billing Demand applicable for all Customers using Firm Service shall be based upon the total demand established by the Customer in the month being considered, but with the further provision that the demand charge shall not be based upon less than sixty percent (60%) of the highest demand established in any of the immediately preceding eleven (11) months, or less than the minimum demand provided for in the applicable rate.
 - vi. The Billing Demand applicable for Reserve, Auxiliary or Stand-By Service shall be determined as stated in the rate available for that service.
- 34) Extension of Customer's Lines Beyond the Point of Supply.
- i. All cost of extending the Customer's lines beyond the point of supply on his premises shall be at the expense of the Customer. Service will not be supplied to the Customer if any part of such extension is along or across any public highway, street or alley or across the property of any person or corporation.
 - ii. It is recognized that in some instances an industrial, commercial, or institutional establishment operating as an integrated unit, extends to both sides of a street or streets and would comprise a single area were it not for the intervening street. In such case, the rule above (with respect to an extension along or across a public street) shall not apply, provided the Customer shall have made written request for and Auburn shall have agreed in writing to supply such premises as an integrated unit. This exception is not to be construed to permit the extension of a line between two or more integrated but separate premises, or an extension of a Customers line across or along a public street to supply two or more residential, commercial or other non-industrial premises.
 - iii. In no case will Auburn be responsible for the maintenance or safety of service lines extended beyond the point of supply regardless of the fact that they may be located on a public thoroughfare, nor will Auburn assume any responsibility with respect to obtaining consent of Municipal, County or State authorities for the construction and location of such lines.
- 35) Voltage of Measurement and Billing
- i. All measurements will be made at the voltage stated in the rate, unless it is necessary and practical that Auburn measure at some other voltage. All bills will be computed at the voltage stated in the rate.
- 36) Service Lines Installed by Customer
- i. Service Lines (conductors and equipment for delivering energy, not to exceed 600 volts, from the electric supply system to the wiring system of the premises served) may be installed by a Customer subject to Auburn specifications and inspections. Customer must either submit a satisfactory design or plan to Auburn to reimburse Auburn for its design or plan before proceeding with any work. Auburn may refuse to energize such line unless the same is adequately inspected by Auburn. Auburn has no responsibility or liability for any service lines installed by a Customer with respect to any property damage or personal injury directly or indirectly resulting from such line, notwithstanding an inspection thereof by Auburn.

37) Cancellation of Prior Rules and Regulations

- i. These Auburn Municipal Electric Department Rules are intended to and do supersede and cancel all former rules and regulations now on file with respect to the matters included herein.