

BRYAN ELECTRIC DEPARTMENT
General Rules and Regulations

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November 2, 2018

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Bryan Electric Utility
General Rules and Regulations

The following Rules and Regulations shall be a part of the contract with every person, firm and corporation who uses electric service supplied by the Bryan Electric Utility, and every such person, firm or corporation shall be considered as having expressed his consent to be bound thereby.

Section 1. GENERAL

The General Rules and Regulations of the City of Bryan, Ohio, City, covering the supply of Electric Service to Electric Consumers of the City are hereby adopted by the Board of Public Affairs of the City of Bryan, Ohio. When used hereafter, the word "Utility," "Director of Utilities," "Electric Department" or "Board" shall be considered as being the Board of Public Affairs and/or the City of Bryan.

These Rules and Regulations are supplementary and a part of the City's Electric Rates Schedules and are intended to set forth rights and obligations of the City and its Electric Department as well as those of the Consumer or Property Owner with respect to the supply and use of electric service together with other related matters.

As hereinafter used, "Consumer," "Applicant" or "Property Owner" shall be construed to be any individual, firm, organization or corporation using the City's Electric Service and all of the following General Rules and Regulations are applicable to all Electric Consumers of the City as well as to all employees of the City's Electric System.

It shall be the responsibility of the Board of Public Affairs through its Director of Utilities and/or City Clerk-Treasurer to enforce these General Rules and Regulations and where City or Utility is hereafter used it shall also be construed to mean said Board, Director of Utilities and/or City Clerk-Treasurer.

The Director of Utilities and City Clerk-Treasurer are hereby authorized to the extent necessary to prepare such supplementary Administrative Rules, Forms, Standards and/or Specifications as may be necessary to properly enforce and carry out the intent of these General Rules and Regulations.

Any additional revisions in the City's Electric Department Rules and Regulations shall be made as amendments authorized by the Board of Public Affairs.

Section 2. APPLICABILITY, GENERAL PROVISIONS AND DEFINITIONS

These Rules and Regulations together with the provisions of the applicable rate schedule are part of every service contract entered into by the Utility.

- (a) Point of Service: May be referred to as Delivery Point. The Utility will extend its facilities to the point of attachment designated by the Utility on the Consumer's pole, building, or suitable structure. The attachment may be owned by the Utility at its option and is considered the Point of Service. Metering may or may not be located at the Point of Service. Meter location will be determined by the Utility. Each meter and/or voltage level is a separate Point of Service.
- (b) Service Voltage: The Normal Service Voltage is single-phase, 60 hertz, 120/240 volts, 3 wire. At Utility's option other voltages and/or three-phase service may be made available as specified in Section 6. All voltages are nominal subject to standard variations.
- (c) Overhead & Underground Service: All service will normally be supplied by means of Underground Service Facilities. At Utility's option, Overhead Service Facilities may be furnished. All Underground and Overhead Service Facilities shall be furnished in conformance to Utility's Standards and Schedule of Charges for New Services and Line Extensions set forth in attached Exhibit C.
- (d) Temporary Service: All service applications for campers, trailers, portable tools, house or other construction, and the like, shall normally be considered as being Temporary in Character and shall be subject to the provisions hereafter set forth.
- (e) Subdivision: Where two or more residences, mobile homes, and/or trailers are determined by Utility to be permanent housing facilities located on the same common tract of land, same shall be defined and constitute as being a subdivision or park and will be served under the Utility's current policy.
- (f) Special Charges: The furnishing of Reconnection, Disconnection, Temporary and Other Special Services shall be subject to the Schedule of Charges set forth in attached Exhibit A.

Section 3. APPLICATION FOR SERVICE

- (a) All Applications for Service shall be in writing on Utility's standard form and shall be made at the Office of Utility, accompanied by all Applicable Fees and/or Deposits as specified hereinafter. When accepted by Utility, the application shall

constitute a binding Contract between the Applicant and Utility in conformance to these General Rules and Regulations, and the applicable Rate Schedule.

See Section 13 as to responsibility for payment of bills.

- (b) Residential & Incidental Farm Service: Where the premises are occupied by a Tenant or where Utility determines that the service to be furnished is Temporary in character, Utility reserves the right to require an Application for Service to be in the name of the Property Owner, who shall be responsible for the payment of all bills for electric service.

Utility reserves the right to bill and mail the bill direct to the Tenant and to require the Tenant to make suitable Advance Deposit to secure payment of all bills. However, such Deposit is for the protection of Property Owner and in no manner relieves Property Owner of his responsibility for payment of bills.

- (c) Elements of Dwelling Unit Permanency: A dwelling unit is considered permanent if all of the following conditions are complied with:

1. Both the land and dwellings are owned by the same individual.
2. The water system is permanent.
3. The sewage system is permanent.
4. The structure is located on a permanent foundation as determined by Utility.

- (d) Temporary Service: All service applications for campers, trailers, portable tools, house, other construction work and the like shall normally be considered as being Temporary in character, See Section 10.

- (e) Trailer & Mobile Home Courts: Where two or more trailers or the like are involved such service may, at option of Utility, be served through a central metering point.

Where more than one unit is served through one meter, the billing procedure shall be as specified under Section 4 (b) "Multiple Dwelling Units." Where four or more mobile homes or trailers are served through one meter, the General Service Rate shall apply. However, such service shall not be sub-metered or resold by the Owner or Operator. If this requirement is violated, service shall be subject to disconnection upon 24 hours written notice by Utility.

If Owner desires that each Unit be individually metered and billed, all wiring beyond the pole on which the main service drop is terminated, shall be owned, operated and maintained and installed at Owner's expense.

If Utility determines that the mobile home is a permanent installation, Utility may elect to install all secondary wiring and service drops, subject to the Schedule of Charges for New Services and Line Extensions set forth in attached Exhibit C. Billing will commence with the first billing month following the date that Utility establishes service to the meter pole. For bill responsibility see Section 12(n) & 13.

- (f) Right-of-Way: Before electric service is established, any necessary Right-of-Way Easements must be executed by the Property Owner on the Utility's standard Right-of-Way Form. If the applicant for electric service is not the owner of the Property to be supplied with electric service, it will be the responsibility of the Applicant to assist in obtaining the necessary Right-of-Way, not only for the property to be served with electricity, but also all other properties it may be necessary to cross with Utility's electric lines in order to furnish said electric service.

Section 4. RATE CLASSIFICATION AND RATE APPLICATION

- (a) Residential Classification: This classification applies to all uses usually considered in the public Utility industry as being strictly residential, domestic, home, or incidental farm use in character and where not more than one single family dwelling unit is served through one meter except as set forth in (b) below. The Residential Classification is only applicable for 120/240 volt single phase service.

All Non-Residential use and/or three-phase electric service shall be classified as General Service or Large Power Service and shall be billed as specified below.

- (b) Multiple Dwelling Units: At option of Utility, where service is currently being furnished to no more than three dwelling units, apartments, mobile homes and/or trailers, such service shall be billed on the Residential Rate with the Rate Blocks, Service and Minimum Charge to be multiplied by the number of dwelling units, apartments, mobile homes and/or trailers connected to the service drop.

Where four or more dwelling units, apartments or trailers are served through one meter, the General Service Rate shall apply as specified in (i) below. In the event that service to a multiple dwelling unit is disconnected or a change in ownership

or billing name is made, Utility reserves the right to require at that time, that each dwelling unit be separately metered and billed before service is reestablished.

The Owner of an apartment house or a single family house which is converted or constructed so as to contain separate and individual living quarters or dwelling units for more than one family shall, upon request of Utility, install at his expense separate wiring so that each dwelling unit can be metered and billed separately. Where such separate wiring has been installed in accordance with Utility's specifications, the dwelling unit shall be billed under the Residential Schedule. Utility reserves the right to require all future multiple dwelling units to be separately metered and billed.

- (c) **Combined Residential & Non-Residential Service:** Where the premises are used and occupied by a Consumer as a Non-Residential or Business Establishment and also as a Residence, all service supplied will be billed under the applicable Non-Residential or General Service Schedule, or at the Consumer's option the wiring may be separated (subject to Utility's approval) and each class of service separately metered and billed accordingly.
- (d) **Rooming Houses:** Where the primary purpose of the electric service, as determined by the Utility is principally for domestic use by a single family with boarders being taken in for incidental income, the service shall be classed as Residential.

Where the domestic electric service use of such family is incidental and the principal activity and/or electric service use is for a rooming, tourist or boarding house, all service shall be classed and billed as Non-Residential or General service. Where a majority of rooms on the premises are rented or are intended to be rented, it shall be deemed that the principal use is for a rooming, tourist or boarding house and therefore the service shall be classified as Non-Residential or General Service as specified in (i) below.

- (e) **Religious and Similar Dwelling Units;** Individual buildings that are primarily used for residences of individuals, located in orphanage homes, etc. will be serviced under the Residential Schedule providing the service is 120/240 volts, single phase and the demand at the individual meter does not exceed the limitation set forth in the Residential Schedule.
- (f) **Trailers and Mobile Homes:** Such service shall be considered as Temporary Service unless elements of permanency exist, including permanent foundation, approved sanitary facilities, etc. See Section 3(f).

- (g) **Three-Phase Service:** This service is not available under the Residential Rate Classification. Where three-phase service is furnished, all service (both single and three-phase) will be billed under the applicable General Service or Large Power Rate Schedule unless the single and three-phase services are separately metered and billed in conformance to the applicable rate schedule.

Where three-phase service is furnished, the applicable Service and Minimum Charge shall be effective on a 12-month year around basis and seasonal or other interim disconnects will not avoid said Service and Minimum Charge except as may be specified in the applicable Rate Schedule.

- (h) **Combined Single and three-phase Service:** Non-Residential or General Service power service will be billed as a single bill for each service location provided however, that all of Consumer's wiring is terminated at a single service and meter location (to be determined by Utility) and only a single 3 or 4 wire service drop is used to supply service. If service is supplied to more than one service or meter location or if more than a single 3 or 4 wire service is installed, separate billing will apply for each service or meter.

- (i) **General Service Classification:** This classification and applicable rate shall apply to service furnished for any use that is not strictly residential, home or incidental farm use in character. It also applies to residential service where the demand exceeds the limitations set forth in the Residential Schedule.

Such Non-Residential or General Service use includes service furnished to more than three dwelling units served through a single meter, churches, trailer camps, restaurants, hotels, rooming houses, apartment houses, tourist courts, schools, orphanages, stores, professional and other offices, clubs, theaters, businesses, etc., plus all other establishments or activities that are Non-Residential or Non-Home use in character.

Any establishment carrying a business, professional or commercial telephone directory listing will be considered as Non-Residential and the General Service or Power Service Rates shall apply. However, the absence of such telephone listing shall not be considered as establishing as to whether or not the service is Residential or Non-Residential.

The Non-Residential Classification shall also apply where either an external or internal business advertising sign or similar evidence is visible from the outside or the building or structure; also where other external visible evidence makes it

obvious that Non-Residential Activities are being carried on the premises involved.

- (j) Rural General Service Classification: Service in rural areas shall be considered as Non-Residential or General Service in character where such service is not incidental to general farming operations as defined by the limitations set forth in Utility's Residential Schedule and/or where such service is used for the preparation of processing of food or other products to the extent that same are substantially in a form that can be used or can be readily adopted for use by, or for sale to the Ultimate Consumer.

In addition, in order to avoid discrimination, all service supplied in Rural Areas for activities that are sometimes carried on in municipalities and classified and billed as Non-Residential Service, shall likewise be classified as General Service in Rural Areas.

- (k) Large Power Service Rate Classification: This schedule is applicable to any Consumer whose requirements comply with the Terms and Conditions set forth in the applicable Large Power Service Rate Schedule and who contracts in writing for such service.

The Large Power Rate is only available on a 12-months year-round basis and seasonal disconnection will not avoid the applicable Contract Monthly Minimum Charge specified in the rate schedule. Utility reserves the right to require the Consumer to install the necessary complete substation, in which event, the specified Substation Ownership discount shall apply.

Section 5. SERVICE AND SERVICE CONDITIONS

- (a) Utility will specify the location of Consumer's Service Entrance and Utility's meter which shall be installed as specified in Sections 8 & 9.
- (b) Service will not be established until all necessary permits have been obtained and not until Consumer's wiring installation has been inspected and approved by the Governmental Authority or Board having jurisdiction over same. If no Governmental Authority or Board has jurisdiction, the entire wiring installation shall be installed in accordance with the latest edition of the National Electrical Code and the Specifications and Regulations of Utility.

Utility is under no obligation to inspect Consumer's wiring installation or his equipment. However, Utility reserves the right to inspect same and to refuse

service to any installation that is, in the opinion of Utility, unsafe or if the operation of same may be detrimental to the service furnished other Consumers.

- (c) Where the furnishing of service requires an extension of Utility's distribution or transmission or other facilities, see Section 11.
- (d) Service shall normally be single phase, 120/240 volt 3 wire. As to availability of other voltages and three-phase service, See Section 6.
- (e) Utility shall install, own, operate and maintain all single-phase service wires, sometimes referred to as 'Service Drop', up to the point of contact with Service Entrance Conductors on Consumer's building, mast pipe, or other Service Drop terminating structure approved by Utility. Consumer shall install, own, operate and maintain all three-phase service wires from the point of contact with the transformer(s) or such other Delivery Point as designated by Utility.

For further details as to facilities to be furnished by Utility and Consumer, See Sections 8 & 9.

- (f) Outdoor socket mounted meters will normally be used by Utility whenever practical. However, Utility may elect to furnish a suitable cabinet in which to install its meter.
- (g) Consumer will purchase the meter socket base from Utility, subject to the Schedule of Charges set forth in attached Exhibit A, and provide to Consumer's Electrical Contractor, who shall install same at Consumer's expense in the manner specified by Utility. The meter socket or cabinet (if used) location shall be specified by Utility and at all times, shall be kept sealed and under control of and maintained by Utility.
- (h) For All Single-Phase Service - Utility's Responsibility and Liability terminates at the point where Utility's Service Drop Conductors first contact Consumer's building structure, mast pipe, or other Service Drop Terminating Facilities. All such Service Drop Terminating Facilities shall be approved by Utility but shall be owned, operated and maintained by Consumer.

Utility reserves the right to disconnect and remove its facilities if it determines that Consumer's Service Drop Terminating Facilities are inadequate or unsafe.

- (i) For all Three-Phase Service - Utility's responsibility and liability shall not extend beyond the point where the Utility's facilities first contact the Consumer's

facilities, which would typically be the secondary bushing of the transformer(s), or such other Delivery Point as designated by Utility.

- (j) For facilities to be installed by Utility and Consumer, See Sections 8 & 9.

Section 6. TYPE OF SERVICE AND VOLTAGES AVAILABLE

- (a) The Utility's standard service voltage is single-phase 120/240 volts, 3 wire, 60 hertz and is available to all Consumers. Following is a list of all nominal voltage levels both single-phase and three-phase that the Utility may elect to offer and/or require.
 - (1) 120 volts, 2-wire, single-phase service. (Available only at Utility's option)
 - (2) 120/240 volts, 3-wire, single-phase service.
 - (3) 120/240 volts, 4-wire, three-phase service.
 - (4) 120/208 volts, Y-connected, 4-wire, three-phase service.
 - (5) 240/480 volts, 4-wire, delta three-phase.
 - (6) 277-480 volts, Y-connected-wire, three-phase service.
 - (7) At Utility's available primary voltage.
 - (8) At Utility's available transmission voltage.

As to the availability of three-phase service, see below.

- (b) Other Voltages: Where Consumer desires service under voltage or phase conditions different than those Utility elects to furnish, any additional transformers, conversion or accessory equipment required shall be supplied and maintained by the Consumer at his expense.

Utility reserves the right to meter service at either primary or secondary voltage. In such an event Billing KWH shall be determined as is specified in the applicable Schedule.

- (c) Three-Phase Service: Normally only single-phase service is available. However, three-phase service may, at Utility's option, be furnished where three-phase facilities of adequate capacity are already installed immediately adjacent to the point where service is to be delivered to Consumer, or where, as determined by Utility it is economically feasible to extend such three-phase facilities. See Section 11.

Utility reserves the right to refuse to extend or install three-phase facilities to serve motors individually rated at 20 HP or less and to furnish only single-phase

service for such motors. In such an event Consumer may elect to install single to three-phase conversion equipment to operate his three-phase motors.

- (d) Substation Equipment: For large or unusual loads, Utility reserves the right to require Consumer to take service at primary voltage and to require Consumer to furnish the necessary complete substation equipment. In such an event, the Substation Ownership discount shall apply.
- (e) For Temporary Service, See Section 10.
- (f) Where an extension of primary, secondary or transformers facilities are required (such as for three-phase service), the furnishing of service will be covered by Special Written Agreement, in conformance to the provisions set forth in Section 11.

Section 7. USE OF SERVICE BY CONSUMER AND LIMITATIONS

- (a) Service Is For Exclusive Use of Consumer: Electricity supplied by Utility is for the exclusive use of the Consumer on the premises to which such energy is delivered by the Utility except as is specifically provided in Sections 3 & 4 with respect to 'Multiple Dwelling Units' and 'Trailers and Mobile Homes' or as may be set forth in the applicable Rate Schedule itself, service shall not be shared with another, sold to another, or transmitted off the premises. If this restriction is violated, Utility reserves the right to Discontinue Service Without Notice.
- (b) Interconnection of Buildings: Where Consumer's installation contains two or more buildings and such buildings are separated by street, alley, railroad right-of-way, or other public thoroughfare and where there is not other intervening property occupied by others, the Consumer at his own expense and responsibility and subject to the approval of Utility may interconnect such buildings so as to enable Consumer to receive all of his electric service requirements at one service and meter location and to be so billed.

The privilege is not transferable and automatically terminates if and when the buildings cease to be a part of a single establishment, or are separately owned and operated.

- (c) Each Service to be Billed Separately: Except by special agreement, each separate service and/or meter location will be metered and billed separately. In addition, each different service voltage shall be separately metered and billed, the same as though each service voltage was supplied to different individual Consumers.

- (d) **Three-Phase Residential Service:** three-phase service is not generally available for Residential use. As is provided elsewhere, where three-phase service is furnished for Residential use, all service both single and three-phase, will be metered and billed in accordance with the applicable three-phase General Service Schedule.
- (e) **Residential Motor Size Limitations;** Service under Residential Schedules shall not be used for the operation of individual motors with a name plating rating in excess of 20 HP unless special written permission is obtained from the Utility.
- (f) **Reduced Voltage Starting of Motors;** Utility reserves the right to require all motors larger than 10 HP to be equipped, connected and operated by means of reduced voltage starting. The reduced voltage limits shall be as specified by Utility. The reduced voltage starting equipment may be built into the motor itself or may be external to the motor.
- (g) **Consumer's Equipment to be Acceptable:** Consumer's electrical equipment shall be of an approved design, operated and controlled so as to not cause electrical disturbances on Utility's system or to be detrimental to the service furnished other Consumers of Utility. If these requirements are not complied with service will be subject to disconnection.
- (h) **Power Factor Corrective Equipment and Voltage Control:** Utility reserves the right to require the Consumer to install at his expense such power factor corrective and/or load limiting equipment as is necessary to limit load and voltage fluctuations so that it is not necessary for Utility to supply excess capacity and facilities.

All Consumer installations of neon, fluorescent or other types of gaseous tube lighting including sign, shall be equipped with power factor correction equipment so that the power factor at all times (of each unit or each group of units controlled through one switch) will not be less than 90% lagging. Similarly, all air conditioning equipment installed after the effective date of these Rules and Regulations shall be equipped so that when in operation the power factor is not less than 90% lagging.

- (i) **Power Factor Voltage Control:** Where Consumer installs power factor corrective equipment, Utility reserves the right to require Consumer to install such controls as are necessary, in Utility's opinion, to prevent voltage or other disturbances on Utility's system that are detrimental to the service furnished other Consumers. If upon request of Utility such voltage control equipment is not installed by

Consumer the billing for service shall be based on non-operation of all power factor corrective equipment and all electric service shall be subject to disconnection as provided in Section 22.

- (j) **Fluctuating Load Limitations:** Where large fluctuating single phase loads such as spot welders are involved, in order to limit voltage variations so same will not be detrimental to service furnished to other Consumers, Utility reserves the right to require such loads to be supplied by means of a three phase to a single phase motor-generator or other three phase to single phase converting equipment. All such conversions equipment shall be installed, owned, operated and maintained by Consumer at his expense. The furnishing of three-phase service by Utility shall be in conformance with the provisions set forth in Section 11.

- (k) **Separate Transformers for Special Loads:** In the event a separate service or transformer installation or additional transformer capacity is required to adequately serve fluctuating loads (such as x-ray equipment, welders, etc.) such service shall be metered and billed separately in conformance to the Applicable Rate Schedule or Schedule of Special Charges.
Consumer's wiring used to supply such fluctuating loads shall be installed in a continuous length of rigid conduit or cable as approved by Utility.

Section 8. UTILITY'S INSTALLATION

As used herein, Consumer or Property Owner shall be considered as one and the same.

- (a) **Single-Phase, Overhead Service Drop & Service Entrance Facilities:** Subject to the Schedule of Charges for New Services and Line Extensions set forth in attached Exhibit C, the Utility will furnish and install the necessary single-phase, overhead service wires or 'service drop', extending from the nearest pole of Utility's distribution facilities to Consumer's service entrance terminating facilities located on Consumer's building, mast pipe, or other structure or metering pole. Said terminating facilities shall be located so that Utility can span its wires direct and in such a manner that its service wires will always have adequate ground and other clearances and be free from trees and all other obstructions.

The 'Service Drop' terminating facilities shall be furnished and maintained by Consumer and the location of same shall conform to and meet all National Electrical Code requirements as to safety mechanical strength, clearance above ground, etc.

For facilities to be installed by Consumer, See Section 9.

- (b) **Single-Phase, Underground Service Entrance Facilities:** Subject to the Schedule of Charges for New Services and Line Extensions set forth in attached Exhibit C, the Utility will furnish and install the necessary single-phase, underground service wires extending from the nearest pole or underground termination box of Utility's distribution facilities to Consumer's service entrance terminating facilities located on Consumer's building, or other structure or metering pole. Consumer shall at his expense, excavate the trench in conformance to Utility's Standards and Specifications and install such conduit as may be specified by Utility to extend between Consumer's service entrance location on his building to the point of contact with Utility's distribution facilities. Upon completion of the installation, Consumer shall back-fill the trench at his expense. Utility reserves the right to install the meter on its pole or at the service entrance location. Utility reserves the right to require Consumer to install at his expense on Utility's pole, a suitable protective switch device for the underground service.
- (c) **Three-Phase Service Entrance Facilities;** Consumer shall install, own and maintain the three-phase service entrance wires (both overhead and underground) from the point of contact with the transformer(s) or such other Delivery Point as designated by Utility.
- (d) **Meter and Meter Socket Base To Be Furnished By Utility Pursuant to Charges in Exhibit A:** Outdoor socket mounted meters will normally be used by Utility whenever practical.
- The meter socket base will be purchased by Consumer from Utility and installed by Consumer's Electric Contractor at Consumer's expense and at the location specified by Utility. Utility will furnish, install, and maintain its meter.
- The Utility will connect its service drop conductors to Consumer's service Entrance wires that extend down to Utility's meter socket base.
- (e) The meter socket shall at all times be kept sealed and under control of Utility and shall be maintained by Consumer. All other connections and wiring on Consumer's premises shall be made and maintained at Consumer's expense.
- (f) **Utility to Own and Maintain Metering Equipment:** All meters, including instrument transformers shall be furnished, installed, owned and maintained at the expense of the Utility. If instrument transformers are required, Utility reserves the right to require Consumer to furnish and install at his expense a suitable steel cabinet to house Utility's instrument transformers and accessories. Said suitable

steel cabinet shall contain only Utility's metering equipment and shall be equipped so that it can be sealed by Utility, who shall have sole access to same.

- (g) **Utility to Seal Metering Equipment:** The Utility reserves the right to seal all entrance switches, all service entrance boxes and metering instrument Cabinets regardless of ownership, where the operation of or tampering with could affect the registration of the meter permit the use of energy contrary to the provisions of the applicable rate schedule.
- (h) **Relocation of Service Entrance Wiring:** Where it is necessary for any reason other than Utility's convenience to relocate the Consumer's service entrance wiring all expenses incidental to such relocation shall be borne by Consumer and Consumer shall consult Utility, who will specify the new Point of Delivery and meter location.
- (i) **Moving of Equipment To Be At Consumer's Expense.** In the event a Consumer or Property Owner requests Utility to move or relocate any poles, anchors, or other appurtenances of Utility, the Utility reserves the right to charge such Consumer or Property Owner for the costs incurred.
- (j) **Mobile Homes and Trailer Courts:** For Mobile Homes and Trailer Courts, where the trailers are to be individually metered and billed, Utility will install only the necessary main service drop and its centrally located termination pole. Utility will furnish the necessary meter sockets but same shall be installed by the Operator at his expense. All other wiring located beyond the service drop termination pole, including a main safety switch, service drop, secondaries, and all other facilities required to serve the individual trailers, shall be furnished and installed by the Mobile Home or Trailer Court Owner at his expense. After Owner has completed his installation and same has been inspected and approved by Utility, individual meters will be furnished and installed by Utility at its expense. For meter reading and billing, see Section 3.
- (k) **For Line Extensions and Temporary Service:** See Sections 10 and 11.
- (l) **Central Metering Pole:** If, in the opinion of Utility, Consumer's load requirements justifies the installation of a centrally located meter and transformer pole (to be located as determined by Utility), Utility reserves the right to elect to install at its expense such a central located service pole. This election by Utility only applies at the time when service is to be initially established on the premises.

In the event that a centrally located meter pole is installed after service has been initially established or if any extra poles or additional facilities are installed at Consumer's request after service has been initially established, the complete cost of such additional installation shall be paid for by the Consumer.

When, as provided above, Utility elects to install such a Centrally Located Service Pole, there will be included as part of the installation to be furnished by the Utility, the necessary service wires and attachments to the metering pole, including any guying required to properly support and maintain Utility's facilities.

Any additional guying necessary to protect Utility's Facilities from strains and possible conflict with Consumer's wiring facilities, shall be installed at Consumer's expense.

The Consumer shall install, own, and maintain at his expense, the meter loop and the approved service entrance cable or conduit, commencing at Utility's service wires at the top of the pole and extending down to the meter socket and then back up the pole to the point where Consumer's Service wires are to be connected. Consumer shall also install at his expense such protective devices as may be required by Utility.

Utility also reserves the right to require secondary service disconnection switch to be located at the top of the pole. Said switch and its installation shall conform to Utility's specifications.

- (m) Other Service Delivery Points: Where energy is to be delivered at a point other than that specified by Utility, Consumer shall pay the additional cost involved.

Section 9. CONSUMER'S INSTALLATION AND EQUIPMENT

- (a) Meter Location and Facilities to be Furnished by Consumer: The Consumer shall furnish and maintain without charge, a suitable meter location as specified by Utility. No meter shall be installed in any location where it may be unnecessarily exposed to heat, cold, dampness or other cause of damage or in any unduly dirty or inaccessible location.

Outdoor socket mounted type meters will normally be used by Utility whenever practical. The meter socket shall be purchased by Consumer from Utility and installed by Consumer's Electrical Contractor subject to Utility's approval, at Consumer's expense.

The meter socket shall be mounted at a height of not less than 4.5 feet nor more than 6 feet above ground or ground lines, as the case may be.

The meter socket shall at all items be kept sealed and under control of Utility and shall be maintained by Consumer.

When both or combination three-phase and single phase service is supplied to the same premises, all meters and service entrance switches shall be at the same location.

- (b) **Service Entrance Requirements of Consumer:** The Service Entrance shall be defined as the facilities that consist of approved service entrance cable or conduit enclosing conductors and appurtenances. Said conductors shall extend from the point of contact with Utility's service wires to Utility's Meter installation and thence to and including Consumer's Service Entrance Safety Switch.

All service entrance conductors and any conduit enclosure shall be continuous, unbroken and completely exposed for external inspection throughout their entire length, extending from said point of contact with Utility's service wires to the Meter Socket (or meter cabinet if installed) and hence to Consumer's Service Entrance Safety Switch.

For further details as to service facilities to be installed by Utility and Consumer, Delivery Point, Liability and related matters, see Sections 2, 5, 8, and 9.

- (c) **Service Drop Support and Attachments:** For one story buildings or where conditions will not permit proper ground clearance to be maintained by Utility's service wires, Consumer shall install at his expense, suitable conduit or service entrance mast pipe or other structure or support that will enable Utility to install the necessary fixtures and appurtenances to properly support its service drop conductors and to maintain the minimum ground clearance specified in (f) below.

Service Entrance Head Clearance: The Service Entrance Weather head shall be located at least three feet away from readily accessible windows, doors, or porches. The Entrance Head must also be located so that when the Service Drop Conductors are attached to the building structure or other Service Drop Support, adequate clearance will be maintained away from telephone or other wires, windows, awnings, drain pipes, chimneys or other obstructions.

- (d) **Service Entrance Mast Pipe:** This installation shall be made by Consumer at his expense and shall conform to Utility's Specifications. The Service Entrance Mast

Pipe shall be of galvanized steel of not less than 2" nominal diameter and shall be attached to the wall of the building by means of an adequate number of approved through-bolt fastening devices.

The mast pipe and/or conduit shall be continuous, extending from the Service Entrance Weather head located at the top of the mast pipe to Utility's meter socket base.

The service entrance mast pipe shall extend above the roof surface (through weatherproof roof flashing) so that the point of attachment of Utility's Service wires to the mast pipe will not be less than 18 inches above said roof line plus such additional height as is necessary so that the point of attachment of Utility's service wires will maintain minimum ground clearance, specified in (f).

- (e) Service Drop Attachment to Buildings: The Utility will furnish and Consumer will install the necessary attachment brackets and appurtenances to attach Utility's service wires to Consumer's Service Drop Termination Facilities.

Utility further reserves the right to require that the installation of the necessary mast pipe or equivalent facilities required to support Utility's service wires, be made by Consumer during the course of building construction.

Where the exterior of buildings is finished with brick facing, concrete, plastered metal lath, sheet iron, stucco, tile or similar material, suitable facilities of adequate strength to hold Utility's wires and attachments, shall be installed by Consumer at his expense.

- (f) Service Drop Conductor Ground Clearance: The facilities to be furnished by Consumer on which Utility it to mount its attachment to support its Service Drop Conductors, must be located at such height as will enable adequate clearance to be maintained through the entire service drop length. The Minimum Ground Clearance shall not be less than 12 feet 8 inches over driveways not subject to truck traffic; 15 feet over commercial areas, parking lots and other area subject to truck traffic; and 18 feet over public streets, alleys and roads.
- (g) Service Entrance Conductor Size and Specifications: The Service Entrance Conductors may be either copper or aluminum, and shall be continuous without any joints, splices, or connections, extending from the point of connection with Utility's Service Drop Conductors to the termination of same at the meter socket or meter cabinet and thence same shall continue without joints etc. to Consumer's Service Entrance Safety Switch.

The Consumer shall have his Electrical Contractor provide at the Service Entrance Weather Head sufficient excess service entrance conductor length or 'tails' so that Utility can connect same directly to its Service Drop Conductors.

The Service Entrance Installation shall conform in every respect to Utility's specifications, as to conductor connectors, and the method of making connections and all other related matters involved.

The Service Entrance Conductor size for the ampere load to be carried shall be based on a maximum Conductor operating temperature of 75E F (type RH, RHW, XHW, or equivalent).

The Minimum Capacity for new three wire installations shall be 200 amperes, requiring a minimum size of 3/0 Copper or 250 MCM Aluminum conductors.

The Entrance Safety Switch Capacity shall not be less than the rated capacity of the Service Conductors. Other Specifications, including conductors, shall conform to the latest edition of the National Electrical Code.

Upon Special Application, Utility may permit two or three wire service entrance installations of less than 200 ampere capacity for signs etc. where the load requirements as determined by Utility, justify same. In no event will two wire service be furnished except at Utility's option.

- (h) Temporary Service Drops: For Temporary Service furnished to individual small single phase loads, such as house trailers, small construction projects (such as house and small buildings, portable tools, etc.), Utility will install a standard Temporary Service Drop at Consumer's expense as specified in attached Exhibit A, and Utility's General Service Rate shall apply.

Where the Temporary Service Installation requires additional facilities in excess of the aforesaid standard service drop (such as an extension of Utility's primary line), such subject to the provisions set for in Sections 10 and 11.

- (i) Service to Mobile Homes and Trailer Courts through one Meter: For service to Trailer Courts (where more than one dwelling unit, mobile home, or trailer is supplied through one meter), the furnishing of such service shall be subject to the provisions set forth in Sections 3 (f), 12 (n).

- (j) **Location of Multiple Meters:** Where more than one meter is required for a building, such as an apartment house, all of the meter sockets shall be located side by side at the same location.
- (k) **Meter Location Re: Remodeling:** In remodeling, where two or more houses or dwelling units are combined to form one building, the meter sockets shall be moved to a single location. In all remodeling where the meter is changed or moved or wiring changes made, outdoor meter sockets and an approved new service entrance shall be installed by Consumer at his expense.
- (l) **Meter Access:** In the event a structural change is made by the Owner that results in the opinion of Utility, in an undesirable meter location, the meter socket, meter cabinet and/or Service Entrance Installation shall be moved by the Consumer at his expense to an accessible location as determined by Utility.

Whenever the construction of building on an adjacent lot prevents proper access to any meter, or access to the point of attachment of service drop conductors, or results in inadequate service drop clearance, the Consumer shall move, at his expense, the Meter Socket and Service Entrance to a location that is acceptable to Utility.

- (m) **Outdoor Meters for Non-Residential General Service:** All single phase meters installed for Non-Residential use that do not require current transformers shall be Socket Type. The Meter Socket shall be purchased by Consumer from the Utilities and shall be installed at Consumer's expense. If it is impractical to make an Outdoor Meter Installation on the outside of building, the meter may be installed inside if specified approval is given by Utility. In such an event, the service entrance switch and meter socket or cabinet shall be installed at a location that will be as near to the point of entrance through the building wall as is practical.
- (n) **Instrument Transformers for Metering:** In all outdoor installations requiring current transformers, whether single phase or three-phase, the Consumer shall provide an approved meter loop for meter connections. The Utility shall furnish any instrument transformers or other devices required to properly meter Consumer's requirements. Such instrument transformers and devices shall be installed by Consumer at his expense.

Any cabinets required to house said instrument transformers and accessory equipment shall be furnished and installed by Consumer at his expense. This requirement only applies for indoor installations.

Such metering or instrument cabinets are for the exclusive use of Utility and shall at all times be under the control of and kept sealed by Utility.

- (o) **Meter Wiring Sequence:** All meter loops for single phase meters without current transformers shall be wired in the following sequence: meter, switch and fuses.

All meter loops for three-phase meters or for combination single and three-phase service (without or with instrument transformers) shall be wired with the meter installed ahead of the Main Service Entrance Switch.

- (p) **Additional Capacity Requirements:** In the event a Consumer makes application for additional capacity, subject to provisions of the applicable rate schedule, Utility shall install the necessary transformer capacity, service wires and other equipment required to adequately serve Consumer's requirements.

All applications for service involving the furnishing of additional capacity or equipment by the Utility may be required of the Property Owner. The application shall state that any service entrance wiring and main switches required for the utilization of such additional capacity to be furnished by Utility, shall be considered as permanent fixtures belonging to the Property being served and Property Owner shall agree that same shall not be removed from the property except for replacement or enlargement if necessary.

- (q) **Substation May Be Required of Consumer:** The Utility reserves the right where unusual substation capacity or voltage is involved, to require the Consumer to install the necessary complete substation as provided for in Utility's rate schedule. In such an event, the Consumer will receive the substation ownership discount specified in the applicable rate schedule.

Where the Consumer furnishes the necessary complete substation equipment to take service at primary service voltage, such equipment shall be owned and maintained by the Consumer and shall include the necessary transformers, structure, controls and protective equipment and shall be of such quality and construction as meets Utility's approval.

- (r) **Attachments on Utility's Facilities Prohibited:** Consumer shall install no wiring or attachments on poles or other equipment of Utility (other than on the metering pole), as referred to in Section 18 unless specifically authorized in writing by the Utility.

- (s) Electric Building Heating Standards: For electric heating installations where either resistance type or heat pump equipment is installed, the heating installations shall be installed in accordance with Utility's specifications on file at its office.
- (t) Water Heating Standards: Residential water heating installations shall conform to Utility's standards and specifications which among other things specify that the heating elements shall be interconnected so that the Total Demand of the water heater cannot exceed 5,500 watts.
- (u) Load to be balanced on circuits: The Consumer shall use reasonable care in designing his electric wiring and circuits; also, the connection of the loads to the circuits, so that the loads on the individual phases and circuits of Utility's service are properly balanced at all times.
- (v) Other use of service by Consumer: See Section 7.

Section 10. TEMPORARY AND SEASONAL SERVICE

- (a) Definition of Temporary Service: Temporary service shall be defined as service to be furnished for a period of less than one year. It includes service to be supplied to installations, structures or buildings that, in the opinion of Utility, are non-permanent in character.
Such Temporary Service also includes service furnished to trailers, carnivals, street fairs, construction contractors, portable tools, etc.; also, seasonal service furnished to cabins, cottages and all other service that is usually not connected for a full 12 months each year.
- (b) Special Application Required: Whenever the service requested by the Consumer is of temporary, special, short term or emergency in character, such service shall be classified as Temporary Service. For such service, a written application or contract will be required, which will cover the period of service, character of service, and the complete cost of the installation and removal of all material, labor, insurance, transportation and other expenses that are involved.
- (c) Temporary Service Connection Charge: To cover the cost to establish temporary service as defined above, Consumer shall be subject to the Charge for Special Services, as set forth on attached Exhibit A.
- (d) Temporary Service to be Installed on Consumer's Pole: All such temporary service drops shall be supported on a pole or post as approved by Utility and shall be installed by Consumer at his expense.

- (e) **Aid-To-Construction Advance by Consumer:** Whenever the service Requested by the Consumer is Temporary Service as defined in (a) above, Utility reserves the right to require the Consumer to advance to Utility an Aid-To-Construction Deposit that will cover Utility's estimated cost of all of the facilities, materials, labor, and various Utility overheads involved. Such advance shall be paid to labor, and various Utility overheads involved. Such advance shall be paid to Utility prior to the commencement of construction. In determining the net amount of Aid-To-Construction, Utility will reflect the value of salvageable materials less the cost of removal. In addition to Aid-to Construction Advance, such Temporary Service shall also be subject to any applicable special service fees for the type of service involved.
- (f) **Applicable Rates to Apply:** Temporary and Seasonal Service shall be furnished in accordance with Utility's applicable Schedule with respect to rates, minimum period of time that service shall be paid for, Monthly Minimum Charge, etc.

All temporary service for construction work whether for Residential or Non-Residential construction, shall be billed on under the Utility's General Service Rate. A separate temporary service and temporary service charge will be required for each new permanent structure.

Section 11. LINE EXTENSIONS

- (a) **Routine Line Extensions:** Utility will extend its primary and secondary distribution facilities to provide electric service to new Consumers for installations that, in opinion of Utility, consist of a permanent structure, normally occupied with electric service being used on a year round basis.

Utility reserves the right not to furnish three-phase Service to Consumers when Utility determines that Single phase Service will adequately supply Consumer's load requirements.

For initial installations to provide Temporary or Seasonal Service and the like the provisions of Section 10 shall apply.

- (b) **Line Extensions for Subdivisions:** A Subdivision may consist of 2 or more lots or tracts of land to be supplied with electric service by Utility. As to what constitutes a Subdivision and if the Policy set forth herein applies, shall be determined by Utility.

The Utility will cooperate with the Developer of the Subdivision and will extend its Distribution Facilities to serve the Subdivisions, subject to the execution of a suitable Contract between the Utility and Developer.

Such Contract shall specify or incorporate by reference, the following terms and conditions to be fully complied with before service will be established.

1. That Developer's plot plan has been recorded and approved by zoning authorities, political subdivisions and all governmental bodies having jurisdiction over such matters.
2. That water and sewage development plans have been approved, including the specified dates for commencement of construction and completion of the project. In addition a detailed plan for the financing of such water and sewage facilities must be submitted together with the approval of the governmental authorities having jurisdiction over same.
3. That before any subdivision lots or tracts of land are sold, a Right-of-Way Easement shall be executed between the Owner of the entire subdivision tract of land and Utility. Said easement shall constitute a Covenant which shall be a part of and shall run concurrently with each and every subsequent deed transfer that involves any parcel of land located within the subdivision. Said Covenant shall grant to Utility whichever of the following provisions Utility deems as being appropriate and necessary:
 - (a) A suitable perpetual Right-of-Way Easement that will permit the installation, operation, maintenance and replacement of all Utility's distribution facilities and appurtenances required to serve every lot or tract of land in the Subdivision, including the right of ingress and egress by Utility and the right to trim trees and shrubbery.
 - (b) A Covenant covering the cost of street lighting service, if the Subdivision is located outside the corporate limits of the Municipality. Said Covenant shall run concurrently with each deed transfer of every lot of tract of land and shall specify that the Owner of each lot shall pay to Utility (in addition to his regular electric service bill), total on a front foot basis his pro-rate share of the street lighting costs to light the entire subdivision in conformance to generally accepted public utility standards.

Such street lighting charge shall be included as part of Consumer's bill for regular electric service and if not paid when due, all electric service shall be subject to disconnection, and will not be re-established or reconnected until all street lighting charges are paid in full to date, irrespective of who may have previously occupied the lot or tract of land.

- (c) Financial Requirements: Where an extension, enlargement or expansion of Utility's facilities is involved (including the furnishing of three-phase service), Consumer shall pay Utility, in advance, the applicable Line Extension Charges set forth in the Schedule of Charges for New Services and Line Extensions set forth in attached Exhibit C. Where the extension is part of a Subdivision development, the developer shall pay Utility all applicable Line Extension Charges prior to commencement of the installation.

Section 12. BILLING, PAYMENTS, METER READING AND METER TESTING

- (a) All bills are due and payable when rendered on or before the date specified on Consumer's bill for electric service. If all accounts of Consumer are not so paid, the Gross Rates set forth in rate schedule are payable.
- (b) Utility will allow at least 10 days between the date of bill and the final payment date specified on Consumer's bill.
- (c) Consumer may choose to pay bills in a variety of ways: Automated Clearing House (ACH) via City of Bryan banking payments, U.S. Mail, night drop box, Invoice Cloud payments on the Internet, and/or by IVR (Interactive Voice Response) telephone (for an additional fee), in person at the City Clerk-Treasurer's Office at 1399 East High Street, with cash, check or money order. When selecting a method of payment, customers must allow sufficient time for the payment to be received to avoid late payment fees and service disconnection.

Failure to receive bill or the existence of a Consumer deposit will not entitle Consumer to any discount or to the remission of any charge for non-payment within the date of time limit specified.

- (d) The word "month" or "regular billing period" as used herein are hereby defined to be the elapsed time between two successive meter readings, approximately 30 days apart.

- (e) Utility may bill at other than monthly intervals, in which event the length of the rate blocks and the applicable Minimum and Service Charge will be multiplied by the number of months between meter readings.
- (f) In the event of meter stoppage or the failure of any meter to register the full amount of current consumed, the Consumer will be billed for such period on an estimated consumption based upon his use of current in the similar period of like use.
- (g) Consumers who intend to move from premises or discontinue the use of electricity or in any way terminate their liability hereunder shall give the Utility reasonable notice of such intention. The Consumer and/or Property Owner will be liable in accordance with the Laws of this State, for all electricity used upon the premises until such notice is given and the Utility has furnished the final meter reading and/or service has been disconnected
- (h) Neither the Utility or the Consumer shall have the right to challenge any monthly invoice or to back bill for amounts that should have been included in such invoice, or to bring any action before any court or administrative agency of any kind questioning or disputing any charge contained in any such invoice, after a period of one year from the date on which such service is rendered. In the case of an invoice based on estimates, neither the Utility nor the Consumer shall have the right to challenge the accuracy of such invoice after a period of one year from the date on which the invoice was adjusted to reflect actual amounts due.
- (i) When the accuracy of a meter is questioned, upon written request from the Consumer, the Utility will test the meter by comparing with a standard test meter. If the meter is found to be correct within plus or minus 2%, to partially cover the expense to make such a test the applicable charge specified in Exhibit A shall be paid by Consumer to Utility. Prior to any test, Utility reserves the right to require a Deposit to cover said Charge.

If the meter being tested is found to be more than 2% slow or fast, no charge shall be made for testing and the Utility will adjust the bill in proportion to the error (either fast or slow) for the period covered by the bill in question and to the date of installation of a new meter, but said adjustment period shall not exceed 90 days.

- (j) Meter Reading: At the option of Utility, all Consumers receiving service under the Residential and General Service shall individually read their meters as near as

practicable on the date specified on the meter reading form furnished by Utility. Such Form may be set forth on Utility's monthly electric usage statement.

Should a meter reading not be received from Consumer, Utility will use its best judgment to determine the estimated usage for that billing period.

Bills will be estimated for two readings and if a meter reading is not received for the third month, the Utility will read the meter and the Consumer shall pay the applicable charge to cover the additional expense involved.

- (k) Budget Billing Plan: Where Consumer's use of electric service during a 12 months period is 12,000 KWH or more, Consumer shall have the option of paying his bills monthly, in conformance to Utility's Budget Plan, which is as follows:

Based on actual experience (or estimated by Utility's Heating Consultant where actual experience is not available) the 12 months determined billing will be divided by 12 and the result shall be the "Average Monthly Budget Bill".

Beginning September of each year, Consumer will receive 10 monthly Budget Bills which shall be paid in the regular manner. Any difference between the amount paid under the Budget Plan and the billing based on actual KWH used, shall be adjusted as a charge or credit on the July and August bills.

The Budget Amount is to be paid regularly each month and if any monthly payments are not made, Utility may at its option remove the account from the Budget Plan and thereafter bill, based on current monthly KWH use basis with all accounts brought up to date.

Utility reserves the right to re-adjust the Budget Bill to conform to actual experience.

- (l) Annual Billing for Small Accounts: For small single phase 120 or 120/240 volt accounts and where the 12 months total usage does not exceed 1,000 KWH, Utility reserves the right to bill such service as follows:

1. The 12 months Monthly Minimum and/or Service Charge shall be paid in advance by Consumer to Utility. Such Deposit shall continue as long as service is connected.

2. Utility shall read meter at the end of each six months period. For billing purposes, the Service Charge, Minimum Charge and the KWH set forth in each rate block shall be multiplied by six.

All billings shall be subject to the Power Supply Cost Adjustment as specified in Utility's Rider "A".

3. The resultant six months billing shall be paid in the regular manner so that at all times the amount specified in (a) is on deposit with Utility.

(m) Billing for a partial month's service under Residential and General Service Non-Demand Rates: Where either the initial billing period after service is first established or the final billing period up to time of service discontinuance by the Consumer, is less than the regular billing period of approximately 30 days, the following billing procedure shall apply:

1. Where the initial service period is five days or less of Utility's regular billing period, Consumer's initial KWH usage will be carried over into the next succeeding regular billing period at the same location and shall be combined with and be considered as part of the first full month's regular billing period.
2. Where the initial service period is six days or longer and for all final bills regardless of days of service the bill shall be calculated in accordance with the charges as set forth in the applicable rate schedule, with no pro-ration of service or Minimum Charges or Rate Blocks to be made.

(n) For partial month's service under all schedules where demand or capacity charges are involved.

1. Where the initial period of service is five days or less, the entire billing will be combined and considered as part of the next succeeding billing period for the same location.
2. Where the initial period of service is from six to 15 days inclusive, the billing KW or KV_a demand or capacity and resultant minimum or other charges will be billing on a 50% pro-rated basis. However, all energy charges shall be billed as actually specified in the rate schedule itself, without any pro-ration of the rate blocks.

3. Where the initial period of service is 16 days or more and in all cases where a final bill is involved (irrespective of days of service), the billing shall be as set forth in rate schedule with no pro-ration of demand, capacity, energy or minimum charges whatever.
- (o) For service supplied direct to Trailer Courts, Marinas or other temporary or portable dwelling units, the service application shall be in the Property Owner's name on whose land the mobile home, trailer or other portable structure is located. At Property Owner's written request Utility may, at its option, send bills to the attention of occupant, but this procedure shall in no manner relieve property owner of his responsibility for payment of all bills. Permanent mobile home installations will be billed in the same manner as other permanent dwelling units.

In all cases, Utility shall determine if the mobile home is to be classified as a permanent installation as defined in Section 3 (d). All mobile home units that do not meet the test of permanency shall be considered as Temporary Service and so billed.

Where each unit is individually metered, as provided for in Section 3 Utility reserves the right to send all bills to the attention of Property Owner or Operator but this procedure shall in no manner relieve the Property Owner of his responsibility for the payment of all bills for electric service used on the premises. In such an event each individual unit shall be properly identified by the Property Owner or Operator and will be billed monthly under the applicable residential rate.

In order to avoid frequent and unnecessary meter readings and billings for mobile home or trailer courts, Utility reserves the right to read meters and bill each service location only once for each regular billing period. In all cases the Property Owner shall be responsible for payment of all bills.

All Reconnections and Disconnections of service shall be subject to Utility's Charge for Special Services as set forth on attached Exhibit A.

- (p) Consumers who intend to move from premises or discontinue the use of electricity or in any way terminate their liability hereunder shall give the Utility reasonable notice of such intention. The Consumer and/or Property Owner will be liable in accordance with the Laws of this State, for all electricity used upon the premises until such notice is given and the Utility has or have furnished the final meter reading and/or service has been disconnected.

Section 13. DEPOSITS AND RESPONSIBILITY FOR PAYMENT OF BILLS

For all service, the current Property Owner of record of the land involved is responsible for the payment of all electric bills - irrespective of who incurred such unpaid bills or when such bills were incurred or who owned or occupied the property at the time such bills were incurred.

As authorized by Article XVIII, Section 4 of the Ohio Constitution and Section 743.04 Ohio Revised Code, any unpaid electric service bills may be assessed as a tax lien against the property involved. In addition, the Municipality may disconnect the electric service until all bills for same have been paid in full.

- (a) Any customer who has a returned payment (i.e., non-sufficient funds check (NSF) or charge back) that was accepted as payment by the City, will be subject to disconnection of utility services, if full payment of the amount of the returned payment and the NSF fee is not made within the timeframe stated on the written notice provided to the account holder. Personal checks will not be accepted to cover returned payments.

Dishonored checks written by a third party (a check written on an account that is not in the customer's name) for the payment of utility charges are treated as if written by the customer and therefore subject to service disconnection if full payment of the amount of the returned payment and the NSF fee is not made within the timeframe stated on the written notice given to the account holder.

Failure to provide restitution for dishonored payments may result in criminal charges being filed.

Any customer who has a third returned payment within one year of the first will be subject to all of the above. In addition, no personal check will be accepted for payment for a period of two (2) years subsequent to the date of the latter returned payment. An additional account deposit may also be required.

- (b) Customers may, in order to avoid service disconnection for non-payment, enter into and make payments in accordance with a City- approved payment plan. Requests for a payment plan must be made by the late notice due date. Customers who have not paid their previous month's bill in full or failed to comply with the terms of a previous payment plan are not eligible for additional extensions of the current month's bill due date. Utilities are used and billed monthly, and monthly payment is required.

Customers who default on payment arrangements will not be eligible for additional payment extensions for two (2) years.

Customers who fail to comply with an approved payment plan are subject to service disconnection with no additional notice.

Further provisions as to Deposits are as follows:

- (a) Utility reserves the right to require a suitable Deposit, as specified in Exhibit A, to secure Consumer's account before service is initially established or reconnected.
- (b) Utility reserves the right to waive said Deposit, where the Applicant for service is the bona fide Occupant and Legal Owner of the Premises to be served with electricity.
- (c) Utility reserves the right to require an additional Deposit, if Consumer's past record of payment on accounts and/or electric power usage indicates that such Deposit is required to assure payment from him. Such Deposit includes, but is not limited to: past experience as to payment of bills, disconnection for non-payment of bill, checks returned for insufficient funds, and increased electric power requirements.
- (d) Application may be required to be in name of Property Owner, as provided in Section 3. For Tenant Occupied Premises any Deposit required by Utility of Property Owner is only for the convenience and protection for the Property Owner. Such Deposit shall in no manner whatever, relieve the Legal Property Owner of the responsibility and obligation to pay all bills for electric service supplied to the premises involved.
- (e) Deposits may be held for the term of service rendered by the Utility to the Consumer or may, at option of Utility, be refunded if the Consumer's credit has been established to the satisfaction of Utility.
- (f) No interest on Deposits shall be accrued or paid.
- (g) Utility shall have a reasonable time in which to read, remove or disconnect the service and/or meters after receiving notice from the Consumer. Utility shall ascertain that all obligations of the Consumer (including all accounts due the Utility by the Consumer) have been settled in full prior to the return of any Deposits by the Utility to the Consumer.

Upon discontinuance of service, any remaining Deposit in excess of any indebtedness owed Utility shall be refunded to Consumer.

- (h) Deposits made by Consumer to secure payment of bills shall in no way affect the Terms of Payment of the applicable Rate Schedule and all bills must be paid within the stated time limit in order for the Net Rates set forth in the Schedule to be applicable.
- (i) Deposits made as an Aid-To-Construction to partially pay for new line extension costs or to establish temporary service or to pay for special services as specified in Exhibit A, shall in no manner be considered as a payment or prepayment of any bill for electric service or to secure payment of same.

Section 14. SPECIAL SERVICES - CHARGES FOR CONNECTION AND RECONNECTION OF SERVICE, ETC.

To partially offset the additional expense incurred by the Utility to furnish special services requested or incurred by the Consumer, such as the connection and disconnection of service deposits, collection of accounts, meter testing etc., the charges and requirements set forth on attached Exhibit A and subsequent revisions thereof, shall apply.

Section 15. RELOCATION OF UTILITY'S FACILITIES AT CONSUMER'S REQUEST

- (a) When, solely for Consumer's convenience, Utility is requested to relocate its facilities, on the Consumer's premises, the Consumer shall pay to Utility the total cost of making the requested change as specified in attached Exhibit A.
- (b) When the Consumer increases his load requirements that necessitates the Utility to enlarge its facilities, the cost involved will be paid for by Utility unless the anticipated revenue does not justify the investment, in which case Section 13 (i) shall apply.
- (c) Point of Service or Delivery Point: The Utility will designate the delivery location on Consumer's pole, building, or other suitable structure to be furnished by Consumer.

Utility may at its option, supply service at another point requested by the Consumer. However, should Consumer subsequently request relocation of the service to the point previously designated by Utility and Utility agrees to the new service location, the Consumer shall pay to Utility all of the additional cost involved.

Section 16. EMERGENCY AND STANDBY GENERATING EQUIPMENT - PARALLEL OPERATION PROHIBITED

The Utility permits the use of emergency generating equipment in the event the Utility's electric power supply is interrupted.

Such generating equipment shall be installed strictly in conformance to Utility's specifications. Consumer shall install all necessary double throw switching and protective devices so that it will be impossible for Consumer to operate his generating equipment in parallel with Utility's system and thereby create a safety hazard on Utility's electric system. The entire generating equipment, wiring, and switching devices and companion appurtenances shall at all times conform to Utility's Safety Standards.

Due to the possibility of a fatal accident occurring, Utility reserves the right to DISCONTINUE ITS SERVICE WITHOUT NOTICE if Consumer's generating equipment installation does not at all times comply with these provisions and requirements.

Section 17. SUPPLEMENTARY STANDBY POWER SUPPLIED BY UTILITY

When Consumer utilizes other sources of energy supply, and desires that Utility provide back-up or standby capacity and/or service as a second power supply source, such standby service will be furnished only by a Special Contract, setting forth the Minimum and Other Charges to be paid by Consumer to Utility; also the Contract Term.

Section 18. ATTACHMENTS AND UNAUTHORIZED COMMUNICATION DEVICES PROHIBITED

- (a) No wires, cables, guys, structures, equipment, hardware or any appurtenance of whatever character owned by any individual, firm or corporation shall be attached, connected, supported or otherwise made use of any poles, equipment, facilities or any appurtenance owned by Utility unless covered by a special written rental contract between Utility and the individual, firm or corporation involved.
- (b) Devices connected to Consumer's facilities which transmit signals beyond Utility's service drop connection to Consumer's service entrance are prohibited.
- (c) Communication devices (including cable vision appurtenances or facilities), whether owned by Consumer or others, shall not in any manner or method be connected to Utility's electric facilities. Such prohibited connection include direct or indirect methods such as an inductive or capacitor for coupling to any of

Utility's facilities or to Consumer's electric wiring or equipment connected to Consumer's service entrance supplied by Utility.

- (d) Under no circumstances shall Utility's distribution or transmission lines or facilities be used for transmitting signals from Consumer owned devices. If it is found that unauthorized devices are being use, Utility may immediately discontinue service to Consumer until the use of such unauthorized devices is discontinued.
- (e) Any unauthorized use of Utility's equipment or facilities by others shall subject the removal of all unauthorized attachments or appurtenances by Utility without any prior notice being given to the violator or trespasser.
- (f) Utility shall not be liable for damage or interference caused by Consumer owned communication devices.
- (g) Consumer attachments not to be replaced. Utility recognizes that in the past some Consumers have installed their equipment on Utility's poles or other facilities. Whenever it is necessary for Consumer's attachments on Utility's equipment to be replaced or removed, at that time, such Consumer attachments or contacts shall not be replaced or renewed on Utility's facilities, unless covered by means of a Special Contract that specifies the rental charge to be paid by the Consumer or others to Utility and other conditions relating to said attachments or contacts or Utility's facilities.

Section 19. UTILITY'S LIABILITY AND RESPONSIBILITY

As herein used Consumer and/or Property Owner are one and the same.

- (a) Utility's responsibility terminates at Delivery Point. Consumer shall be solely responsible for all wiring, equipment and appurtenances located beyond the point where Utility's wires and fixtures are first connected to Consumer's wiring equipment. Said point shall be defined as Utility's point of delivery of service. Where Utility's metering equipment is installed within Consumer's wiring system, said Delivery Point shall also be defined and considered as the point where Utility's service wires first contact Consumer's wiring or service entrance conductors.
- (b) Utility is not responsible for utilization of electric energy beyond Delivery Point: Consumer shall be responsible for the utilization of all electric energy delivered to Consumer's premises. Consumer shall be further responsible for any injuries to

person or property arising from, caused by, or incident to, his failure to properly install, operate or maintain any wiring appliances or other appurtenances located on Consumer's side of the aforementioned Delivery Point, including any defects in Consumer's wiring and his equipment.

- (c) Utility will use reasonable diligence in furnishing a regular and uninterrupted supply of energy but shall not be liable for damages in case such supply or service should be interrupted, reduced or fail by reason of and act of God, the public enemy, accidents, strikes, legal process, state or municipal interferences, breakdown or injury to the machinery or distribution lines or the Utility, the temporary discontinuance of service in order to make repairs, or for other cause.
- (d) Utility shall not be liable for damages, if the supply or service is discontinued due to any cause set forth under Section 22.
- (e) The Utility will provide and maintain in proper operating condition, the necessary line or service connections, transformers (when owned by Utility) meters and other appurtenances as may be required to furnish service to its Consumers. All such equipment and appurtenances shall be owned, operated and maintained by Utility.

Section 20. CONSUMER'S LIABILITY AND RESPONSIBILITY

As herein used Consumer and/or Property Owner are one and the same.

- (a) Consumer's Responsibility Commences at Utility's Delivery Point. Consumer shall be responsible for the operation and maintenance of all wiring, equipment and other electric appurtenances up to Utility's Delivery Point as defined in Section 19. Consumer shall also be responsible for the utilization of all electric service delivered to Consumer by Utility at said Delivery Point and as further set forth in Section 19 (b).
- (b) The Consumer shall be responsible for all electricity used on the premises occupied by him and/or his service contract or application until reasonable notice has been given by him at Utility's office to discontinue the supply of electric service. Such discontinuance of service shall in no way relieve Consumer and/or Property Owner of the responsibility of payment of bills as specified elsewhere in the General Rules and Regulations.

Section 21. ILLEGAL DIVERSION OF ELECTRICITY - DISCONTINUANCE OF SERVICE

In the event that Utility finds that its metering equipment and/or its wiring or connections have been tampered with so as to prevent proper registration of the quantity of electricity used on the premises, the following procedure will be applicable:

- (a) Utility reserves the right to discontinue its service at once and without notice to the Consumer on any premises for any of the following reasons:
 - (1) If electricity consuming devices are connected ahead of Utility's meter or metering equipment or if connections or devices of any kind are found installed on the premises of a Consumer which would prevent the meter from registering the total amount of electricity then being used or which may be subsequently used on the premises.
 - (2) If inspection by Utility shows or indicates that any one has interfered or tampered with any wiring, connections, seals, conduits, equipment or appurtenances and that interference and/or tampering may have prevented in the past or could prevent in the future the meter registering the total amount of electricity used.
- (b) Upon disconnection of service for any of the above reasons, the following procedure shall apply and be followed before service is restored:
 - (1) Utility shall, in any reasonable manner, estimate and/or compute the amount of unmetered electricity used and shall have the right to inspect the premises and to make an accurate survey of all current consuming devices in order to arrive at the probable quantity of unmetered electricity used by Consumer.
 - (2) Consumer shall pay for all metered and estimated unmetered electricity in accordance with the applicable rate schedule, plus any damages to Utility's metering equipment and/or installation.
 - (3) As referred to in Section 14 and attached Exhibit A, Special Reconnection Charges shall be paid by Consumer to cover part of the additional expense Consumer has caused Utility to investigate and correct the fraud or crime.
 - (4) Consumer shall install at his expense all necessary rigid conduit and/or approved cable plus such protective devices that will, in Utility's opinion,

minimize future tampering of Utility's metering equipment. If Utility so determines, Consumer shall also pay all of the expense caused to move Utility's metering equipment to another location on Consumer's premises or elsewhere, so as to prevent the future diversion of theft of electricity from Utility.

The above does not affect, waive or modify any possible action or prosecution under the Codified Ordinances of the City of Bryan, Ohio or the laws and criminal statutes of this State pertaining to this crime.

Section 22. DISCONTINUANCE OF SERVICE FOR CAUSE

- (a) The Utility reserves the right to discontinue the supply of electrical energy and to disconnect its service and/or remove its equipment and facilities from Consumer's premises for any of the following reasons:
- (1) When the Consumer is in arrears in the payment of bills, payment arrangements, or fails to comply with any of the Rules and Regulations.
 - (2) For fraud or to prevent fraud, involving the illegal diversion of electricity.
 - (3) When the Consumer has moved from the premises or requested disconnection of service.
 - (4) For willful destruction of Utility's property located on Consumer's premises and for non-payment of such property destruction by Consumer.
 - (5) If Consumer's service is detrimental to the service furnished by Utility to other Consumers and Consumer fails or refuses to correct the situation after reasonable notice has been given to Consumer by Utility.
 - (6) For any unsafe or hazardous installations that jeopardize the safety of either the Public or Employees of Utility or the Property of Utility.
 - (7) When unauthorized devices are attached to Utility's facilities, See Section 18.
 - (8) When continuance of the furnishing of service by Utility is determined to be incompatible or unlawful by reason of an Order issued by a Civil, Military, State or Federal Government regulatory authority or by any political subdivision thereof.

- (9) For failure to provide proper security or access to meters or other utility equipment upon BMU's request.
 - (10) For misrepresentation or failure to fulfill the requirements of utility service application.
 - (11) For necessary repairs to Utility's system or for unavoidable shortage or interruptions in the source of Utility's supply.
- (b) Medical certifications are designed to provide BMU customers with reasonable notice of interruption due to scheduled service maintenance, which in turn allows customers time to secure power sources for medical equipment.

In order for a medical certificate for electric service to be considered valid, it must meet the following criteria:

- (1) Be completed on the applicable BMU form. Initial certification by the certifying party may be by telephone if written certification is provided to BMU within seven (7) days.
- (2) Be completed and signed by the customer's physician.
- (3) Require the use of continuous (24 hours a day/seven days a week) life sustaining equipment.
- (4) Be a permanent resident of the premises where the service is rendered

Qualifying versus Non-Qualifying Life Sustaining Medical Equipment:

- (1) Qualifying: dialysis, oxygen concentrator, respirator, suction machines, feed pumps, and apnea monitors are examples of qualifying life-sustaining, medically necessary equipment.
- (2) Non-Qualifying: refrigerators, air conditioners, nebulizers, Continuous Positive Airway Pressure (CPAP) equipment, wheelchairs or beds are examples of equipment that is not considered medically necessary to maintain utility service.

When disconnection of electric service presents a health hazard to a qualifying resident, certification by a medical professional to maintain electric service can be provided up to three (3) times in any twelve (12) month period. Medical certification forms must be completed and submitted in writing for each instance of disconnection or reconnection, are

valid for thirty (30) days each, and are available from BMU.

It is the customer's responsibility to apply for new medical certificates if the medical necessity still exists.

Medical certification does not exempt customers from service disconnection if they fail to pay their bill on time, comply with an approved payment plan or if they fail to provide an approved medical certification renewal.

For customers subject to disconnection for non-payment, an approved medical certificate shall prevent disconnection of service for a period of thirty (30) days and may be invoked as long as the customer has made or makes an approved payment plan to eliminate a past due account balance. Additional thirty (30) day medical extensions, which cannot be utilized consecutively, may be granted up to a limit of ninety (90) days in any rolling twelve (12) month period.

To the extent applicable, the Disconnection and Reconnection of service, for any of the above causes, shall be subject to the applicable charges specified in Exhibit A.

Before reconnection of service occurs, all required fees, fines, costs, and payments must be paid in full or the Consumer must enter into an acceptable payment arrangement. All potential hazards must also be eliminated.

BMU will not disconnect residential electric service for non-payment when the forecasted high temperature is 32 degrees Fahrenheit or less, or when the forecasted low temperature is less than 20 degrees Fahrenheit.

BMU will not disconnect residential electric service for non-payment when the forecasted high temperature is greater than 90 degrees Fahrenheit.

BMU monitors weather conditions and forecasts using:
<https://www.wunderground.com/weather/us/oh/bryan/KOHBRYAN2> or a similar service.

At its sole discretion, BMU may elect to install a current limiter on delinquent accounts rather than disconnect service for non-payment.

Any such suspension of service shall not terminate or reduce the term of any Contract between Utility and Consumer nor shall it abrogate any applicable Service or Minimum Charge.

Section 23. DISCONTINUANCE OF SERVICE NOTICE TO CONSUMERS

Notice to discontinue service may be given to Consumer by whichever of following methods is applicable:

- (a) For Non-Payment of Bill: All Consumer bills shall clearly state the date that the bill is due and payable and the date that service will be subject to disconnection for non-payment of bill.

As an alternate, Utility may give a separate printed notice by mail to Consumer at least 5 days in advance of the date that service is to be disconnected by the Utility.

- (b) When Utility's metering equipment has been tampered with: When the illegal diversion of electricity specified in Section 22 occurs or exists, NO ADVANCE NOTICE of disconnection of service will be given. At the time of such disconnection of service Utility's employees may give verbal notice to Consumer or to any person or persons who may be on the premises.

- (c) For Violation of Other Rules and Regulations: Notice may be given by any of the following methods:

- (1) Notice given to Consumer or to his agent or employee on the premises orally, personally or by telephone by an authorized representative of Utility.
- (2) If the violation jeopardizes the safety of the Public or Utility's employees or Utility's property, service may be disconnected without notice. In such an event it will be subsequently followed by oral and written notice, describing the violation involved.
- (3) Written notice by prepaid mail deposited in the United States Post Office.

Section 24. RATES APPLICABLE AND SELECTION

- (a) Complete Schedules of all rates in effect, including these Rules and Regulations shall be available to any Consumer at all times at Utility's office during regular office hours.
- (b) The rates to be charged Consumer and to be paid by Consumer to the Utility for electric service, shall be the applicable rates in effect by Utility for the class of service involved.

- (c) All changes in rates made by Utility shall be applicable with the first regular billing period following the date that such rate changes are to become effective, or as may be specified on the rate schedule itself.
- (d) Utility assumes no responsibility for selection of most advantageous rate schedule for a new Consumer. However, Utility will, at Consumer's request, assist in determining which of Utility's rates (for which Consumer qualifies) would be most advantageous to the Consumer when computed on a 12 months basis, based on the following:
 - (1) Where a new Consumer is involved, the most advantageous rate determination shall be based on the 12 months load conditions as furnished by the Consumer to Utility.
 - (2) Where an Existing Consumer is involved, the most advantageous rate determination shall be based on actual load conditions of Consumer as recorded by Utility during a recent 12 months period elected by Consumer as being normal.
 - (3) If additional load is to be added to Consumer's existing load requirements, in the determination of the most advantageous rate, the additional load requirements to be used to determine electric power cost, shall be those furnished by Consumer to Utility.
 - (4) The final rate selection shall be requested in writing by the Consumer.
 - (5) The rate selected by Consumer shall remain in effect for 12 consecutive months. After 12 months Consumer shall be eligible to apply for another rate.
 - (6) Any rate selection shall not apply retroactively to previous bills of Consumer.
- (e) Utility shall not be responsible to notify Consumer as to availability of a more advantageous rate. Due to the impracticability of Utility monitoring the variations in the load requirements of each and every one its Consumer, Utility shall not be held responsible to notify Consumer that due to his changed load conditions a more favorable rate schedule is available. Therefore Utility cannot guarantee that Consumer will, at all times, be served under the most advantageous rate schedule.

- (f) The applicable rate schedule shall be specified in contract. Where a written contract is involved, the rate specified in the contract, including the service and minimum charge and related matters shall apply, including any revisions thereof. Said rate is not subject to change, except at the option of Utility.
- (g) To be eligible for a given rate schedule, Consumer's requirements as to capacity requirements and utilization of electric service, including control, wiring and equipment shall conform to the rate schedule under consideration.
- (h) Any wiring and/or equipment changes required in order for Consumer to qualify for a given rate schedule shall be made at the expense of Consumer.
- (i) Conflict between rules & rate schedules: If a conflict occurs between any provision set forth in these Rules and Regulations and the Service Agreement or Contract with the Consumer and/or the Applicable Rate Schedule, the provisions set forth in the Service Agreement or Contract shall take precedence and govern, followed by provisions of the Rate Schedule and these General Rules and Regulations.

Section 25. RIGHT-OF-WAY

- (a) To the extent feasible, Utility's distribution and transmission lines and appurtenances will be constructed within the right-of-way boundaries of streets, roads and alleys. Whenever, in the opinion of Utility, it is not practical to construct and install its facilities within the limits of streets, alleys and other public thoroughfares, Utility will construct and install such facilities on private right-of-way.
- (b) Whenever it is necessary for Utility to occupy private right-of-way, Property Owner shall furnish or assist in acquiring without charge to Utility, such right-of-way as is necessary and will assist Utility in securing such other right-of-way as may be necessary to provide service to Consumer. See Section 3 (g).

Section 26. ACCESS TO PREMISES

Any properly identified representative of the Utility shall at all reasonable hours have free access to and from the premises of the Consumer for the purpose of inspecting Consumer's installations and electric equipment and for the purpose of reading, repairing, testing or removing the Utility's meter or its other property. When, in the opinion of Utility, emergency conditions exist with respect to Utility's service, Utility's representative shall have immediate and free access to Consumer's premises.

Section 27. OUTSIDE CITY LIMITS EXTENSION POLICY

- (a) All requests for extension of electric service outside of the corporate limits of the City of Bryan shall be submitted in writing to Bryan Municipal Utilities at its offices at 841 East Edgerton Street, Bryan, Ohio 43506. The request shall be submitted in the form prescribed by the Director of Utilities, and must include the name, address, telephone number(s) and signature(s) of the property owner(s) and the address of the property as to which service is requested. The Bryan Board of Public Affairs will determine, in its sole and absolute discretion subject only to the limitations imposed by Article XVIII, Section 6 of the Ohio Constitution, whether to grant a request for service.
- (b) All new electric distribution and service facilities, equipment and appurtenances making up the Electric Extension, up to the Point of Delivery, will be installed by the Bryan Municipal Light and Water Utilities or its designated contractor at the sole cost of the Consumer(s) requesting the Electric Extension. All facilities, equipment and appurtenances, up to the Point of Delivery, shall be owned, operated and maintained exclusively by Bryan Municipal Light and Water Utilities.
- (c) The Consumer(s) requesting electric service will pay for the entire Construction Cost of the Electric Extension, through a contribution in aid of construction, the surcharge provided in Section (g) 3 hereof, or a combination of the foregoing which shall in no event result in recovery of an amount greater than the Construction Cost of the Electric Extension (plus the time value of money where applicable), in each case as approved by the Bryan Board of Public Affairs.
- (d) Any Consumer connecting directly to facilities previously extended within prior five years outside the corporate limits of the City of Bryan (and not requiring a further Electric Extension for the commencement of service) shall be assessed a proportionate share of the Construction Cost of such facilities. In such event, any Consumer(s) having paid the Construction Cost of those facilities within the five years preceding the addition of the new Consumer shall be rebated a pro rata share of the new Consumer's Construction Cost contribution as reimbursement for a portion of their Construction Cost contribution.
- (e) In the event that service to a new Consumer requires an Electric Extension in addition to an Electric Extension previously constructed to serve other Consumers, the new Consumer shall be assessed only the Construction Cost of the Electric Extension required to extend service to the new Consumer.

(f) Electric Distribution for Subdivisions outside the City shall be the same as inside the City and shall be subject to the rules of Section 11.

(g) Rates and Surcharges

1. Consumers shall pay the rates applicable to their service classification as set forth in the rate schedules of general applicability adopted and amended from time to time by the Bryan Board of Public Affairs.

2. Consumers shall also pay a surcharge for billing and handling as defined in the rates.

3. If a Consumer is excused by the Bryan Board of Public Affairs from paying the entire Construction Cost in advance of the commencement of service, a separate surcharge will be applied to recover the Construction Cost (or such part thereof as shall not have been paid in advance of the commencement of service) plus the time value of money, as established by the Bryan Board of Public Affairs, over a period of time, as established by the Board of Public Affairs, not to exceed ten years. This surcharge will be included in the Service Agreement that must be signed by the Consumer.

(h) Annexation Agreement

Electric Extensions extended outside of the corporate limits of the City of Bryan, and the property to be served located within the land use plan for future annexation in the City's Master Plan or any future revisions of said plan approved by the Board of Public Affairs, will be made subject to an agreement by the property owner(s) requesting service, binding upon the owner(s) and their heirs, successors and assigns, to seek and cooperate in the seeking of annexation of their property into the City of Bryan as soon as annexation becomes legally permitted and acceptable by the Council of the City of Bryan. Such agreement shall (1) be made and executed by the property owner(s) in recordable form; (2) specifically provide that the agreement may be attached to and made a part of a petition for annexation; (3) specifically provide that the agreement shall serve as the property owner's signature on such a petition for annexation; and (4) specifically provide that such agreement constitutes an equitable servitude upon the property, fully binding on the owner's heirs, assigns and successors in title. Such agreements shall be recorded in the deed records of Williams County at the expense of the Consumer.

- (i) All Consumers shall be required to enter into a service agreement prior to receiving electric service. The initial term of the service agreement shall be for a period of ten years. After the expiration of the initial ten-year term, the service agreement shall thereafter renew automatically for successive terms of one year, unless the Consumer shall give twelve months written notice of intent to terminate.
- (j) All Consumers shall be required to provide, or to use their best efforts to assist the City in obtaining, all permits and easements required for the construction, operation and maintenance of the Electric Extension required for service to the Consumer.

Section 28. Present Rules Supersede Any Prior Rules

All Rules and Regulations heretofore promulgated by the Utility governing the services supplied by the Utility are superseded and replaced by the foregoing General Rules and Regulations and/or other Regulations referred to herein and thereby made a part hereof.

Section 29. Amendments and Revisions

The Board of Public Affairs of the City of Bryan, Ohio, reserves the right, by appropriate action, to modify, delete, change or otherwise revise these General Rules and Regulations as it may deem, from time to time, to be desirable and/or necessary.

Authorized by the Board of Public Affairs October 2, 2018 per Resolution 29, 2018.

Bryan Electric Department
Exhibit A
Special Services Charges

The charges set forth below are part of the Consumer's regular electric bill and are payable at the same time and if not paid, electric service is subject to disconnection. The property owner is responsible for the payment of all bills and charges. The deposit does not relieve the property owner of responsibility for bill payment.

Description of Service Furnished.

1	<i>Service Charge:</i> For initial establishment, re-establishment or reconnection of service at new or different locations (only one charge). (A) During regular work hours (B) During holidays and non-regular work hours.	\$25.00 \$75.00
2.	<i>Service Charge:</i> To reconnect service disconnected for non-payment of bill, in addition to Item 5 and is to be paid prior to reconnection (only one charge). (A) During regular work hours (B) During holidays and non-regular work hours.	\$25.00 \$75.00
3.	<i>Service Charge:</i> To reconnect service disconnected for violation or for failure to comply with General Rules and Regulations not specified in this tabulation.	\$75.00
4.	<i>Service Charge:</i> To turn on or turn off electric at Consumer's request and where a transfer of account is not involved. A) During regular work hours B) During holidays or non-regular work hours	No Charge \$75.00
5.	Return of Consumer's check by bank due to insufficient funds or any other reason.	\$25.00

6.	Special testing of meter at Consumer's request to determine meter accuracy.	
	A) Meter more than 2% fast/slow	No Charge
	B) Meter within 2% accuracy	\$25.00
	C) Meter not owned by the Utility	\$25.00
7.	Fraud or illegal diversion of electric or if an unauthorized connection is made. The charge shall also include the estimated cost of the stolen electricity plus any additional expense involved.	\$75.00
8.	Special or extra transformers installed for welders, X-Ray equipment, etc.	\$2.00 per KVA per month of transformer capacity
9.	Wiring Permit Fee	\$20.00
10.	Temporary Service Hookup Fee	\$50.00
11.	Meter Base Purchase	Utility's Actual Cost

Bryan Municipal Electric Department
Exhibit B
Electric Service Deposits

Residential Electric Heat	\$ 175.00
Residential Gas Heat	\$ 100.00
General Service Single Phase	\$ 500.00
General Service Three Phase	\$1,500.00
General Service Three Phase with Demand	\$2,500.00
Governmental Entities	Exempt

Deposits for residential dwellings are required of any Consumer that rents, leases, or purchases on land contract. All mobile homes are required to have a deposit whether rented or owned. Commercial deposits are for any business that does not own the building.

If the Consumer moves but does not change the type of service, no additional deposit will be required. The City reserves the right to require additional deposit if there is a change in the type of service. The City also reserves the right to require additional deposit, if the Consumer's past record of payment on accounts and/or usage indicates that such deposit is required to assure payment from the Consumer. Such record includes but is not limited to: past experience as to payment of bills, disconnection for non-payment of bill, checks returned for insufficient funds, and increased Utility requirement. Deposits may be held for the term of service rendered by the Utility to the Consumer, with no interest being paid on such deposits.

For Non-Residential Service the deposit shall be as listed above. The Utility has the option to make exceptions dependant on the activity. When electric usage can be estimated to the satisfaction of the Director of Utilities, three (3) times the estimated monthly bill may be used as the basis for the deposit.

Bryan Municipal Electric Department
Exhibit C
Schedule of Charges
For
New Services & Line Extensions

New Electric Service

Single-Phase Service - Inside the Corporation Limits

Overhead Service: No charge will be assessed for a new Single-Phase, Overhead Electric Service where there are existing Overhead Electric Facilities adjacent to the property.

Underground Service: Consumer will be responsible for the installation of all conduits from the point of service to the point of termination at the Consumer's meter socket in conformance with Utility's Standards and Specifications as outlined in "**Conduit Installation Criteria For New Electric Services and Line Extensions**". When all requirements of conduit pathway installation have been met, Utility will install the electrical conductors and energize them to the topside of the meter set. The fee for this service will be **\$1.00 per foot**.

Single-Phase Service - Outside the Corporation Limits

Overhead Service: Where there are existing Overhead Electric Facilities adjacent to the property, the Overhead Electric Service will be installed by Utility for a flat fee of **\$150.00**.

Underground Service: Consumer will be responsible for the installation of all conduits from the point of service to the point of termination at the Consumer's meter socket in conformance with Utility's Standards and Specifications as outlined in "**Conduit Installation Criteria For New Electric Services and Line Extensions**". When all requirements of conduit pathway installation have been met, Utility will install the electrical conductors and energize them to the topside of the meter set. The fee for this service will be **\$1.50 per foot**.

Line Extensions

Overhead Line Extensions

Single-Phase: If it is necessary to extend a single-phase, overhead primary voltage line to provide service to the customer, the cost shall be **\$1.96 per foot** of line extension.

Three-Phase: If it is necessary to extend a three-phase, overhead primary voltage line to provide service to the customer, the cost shall be **\$6.00 per foot** of line extension plus **\$4.00 per kVa** of transformer capacity installed and owned by Utility.

Underground Line Extensions

Single-Phase: If it is necessary to extend a single-phase, underground primary voltage line to provide service to the customer, the cost shall be **\$2.00 per foot** of line extension.

Three-Phase: If it is necessary to extend a three-phase, underground primary voltage line to provide service to the customer, the cost shall be **\$6.00 per foot** of line extension plus **\$4.00 per kVa** of transformer capacity installed and owned by Utility. In addition, the Owner/Developer or Electrical Contractor will be responsible to install a concrete base with stone backfill for each transformer. Utility's Engineering Department will provide a transformer pad design cut sheet for each transformer as well as a design cut sheet for each concrete pad. In addition, Utility will provide 4 – 5/8" x 8' copper clad ground rods to be used as a 4-point grounding grid. Owner/Developer or Electrical Contractor will provide a #2 stranded copper continuous ground for each transformer location (per the transformer base cut sheet).

Owner/Developer will be required to submit site plans, easements if required, load calculations and tentative service entrance locations to Utility's Engineering Department, Electric Superintendent or City Engineering for approval prior to construction.

Owner/Developer will be responsible for the installation of all conduits in conformance with Utility's Standards and Specifications as outlined in "Conduit Installation Criteria For New Electric Services and Line Extensions". Utility reserves the right to require a larger conduit than the standard 3-inch PVC that is required in the "Conduit Installation Criteria for New Electric Services and Line Extensions". In such event, Utility will pay the increased cost per foot for the conduit larger than 3 inches and the increased costs of all larger couplings and sweeps/elbows necessary to complete the project to design specifications.

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