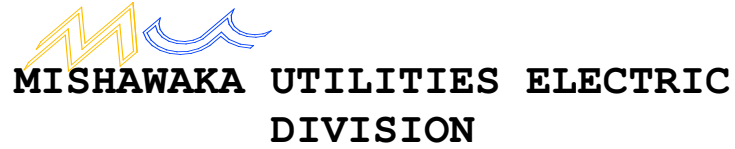



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Terms and Conditions of Electric Service

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 MISHAWAKA UTILITIES ELECTRIC DIVISION	ENGINEERING ADMINISTRATIVE PROCEDURE Terms and Conditions	Document Page 1 of 22
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1. Definitions

For the purpose of better understanding the Tariff and these Terms and Conditions of Electric Service, the words and expressions listed below shall have the following meanings unless a different meaning is clear from the context of its usage:

Abbreviations	The following commonly used abbreviations will be used:																
	<table> <tr><td>HP</td><td>Horsepower</td></tr> <tr><td>KVA</td><td>Kilovolt-ampere</td></tr> <tr><td>KW</td><td>Kilowatt</td></tr> <tr><td>KWh</td><td>Kilowatt-hour</td></tr> <tr><td>OH</td><td>Overhead System</td></tr> <tr><td>PF</td><td>Power Factor</td></tr> <tr><td>RKVAH</td><td>Reactive Kilovolt-ampere Hour</td></tr> <tr><td>UG</td><td>Underground System</td></tr> </table>	HP	Horsepower	KVA	Kilovolt-ampere	KW	Kilowatt	KWh	Kilowatt-hour	OH	Overhead System	PF	Power Factor	RKVAH	Reactive Kilovolt-ampere Hour	UG	Underground System
HP	Horsepower																
KVA	Kilovolt-ampere																
KW	Kilowatt																
KWh	Kilowatt-hour																
OH	Overhead System																
PF	Power Factor																
RKVAH	Reactive Kilovolt-ampere Hour																
UG	Underground System																
Agreement	A written contract for a supply of electric service of which these Terms and Conditions are an integral part.																
Apartment	Premises containing two or more residential dwelling units. Hotels, bed & breakfasts, motels, hospitals, nursing homes, etc. consisting primarily of guest rooms and/or transient accommodations, are not included.																
Application	A written request for the supply of electric service(s).																
Billing KW or Billing KVA	Customer's maximum load expressed in KW or KVA (as adjusted in accordance with the applicable rate) which will be used in the calculation of the customer's bill.																
Billing Cycle	Utility's schedule for meter reading and billing which distributes the starting dates for billing periods throughout the month.																
Billing Period or Month	The interval between two consecutive meter readings that are taken for billing purposes. Such readings will be taken as nearly as practical every thirty (30) days. All Rate Schedules are on the basis of charges per month unless otherwise specifically stated in the Rate Schedule.																

Board	Utility Board (Board of Public Works and Safety)—the regulatory body of the City of Mishawaka, Indiana.
Commission	Indiana Utility Regulatory Commission—the regulatory body of the state of Indiana.
Contract Year	Twelve (12) consecutive billing periods used in the application of Rate Schedules containing provisions for Yearly Minimum Charges or Equalized Monthly Payments.
Customer	The individual, partnership, corporation, joint association, joint venture, or other legal entity in whose name service is rendered at a single location.
Delivery Point	The point of the physical connection between the Utility and Customer facilities beyond which point the Customer receives and assumes responsibility and liability for the service rendered.
Delivery Voltage	The voltage of Utility’s facilities at the delivery point.
Disconnection	The termination or discontinuance of electric service.
Distribution Line	Any Utility electric line operated at a voltage of 15,000 volts or less.
Energy	The component of electric power which is consumed, expressed in kWh.
kWh	The quantity measure of the consumed component of electric power.
Late Payment Charge	The penalty assessed by the Utility upon all current bills at such time as they become delinquent.
Load Factor	The kWh divided by the product of the average hours per month (720 hours) times the KW maximum load in the month.
Maximum Load	The maximum integrated rate of use of power during a specified time interval as provided in the Rate Schedule, expressed in KW or KVA.
Meter	The complete installation of equipment needed to measure the maximum load and/or energy supplied to Customer.
Meter Voltage	The voltage at which service is metered, irrespective of the delivery voltage.

Nominal Voltage	The designated voltage assigned to a circuit or system of a given voltage class for the purpose of convenient identification.
Overhead System (OH)	Those parts of the Utility's distribution system which are constructed on and supported primarily by wooden poles or otherwise suspended above ground level and appurtenances thereto.
Power Factor	In Rate Schedules providing for power factor adjustment, PF will be calculated from the relationship between the reactive (RKVAH) and the consumed (kWh) components of energy used, expressed as a percentage.
Premise(s)	A distinct portion of real estate on which is located the living quarters for the use of a single family, or the main building of a commercial or industrial Customer and which shall include the outlying or adjacent buildings used by the same Customer, provided the use of service in the outlying buildings is supplemental to the service used in the main residence or building.
Primary Line	Any distribution line of the Utility operated at a voltage between 2,400 volts and 15,000 volts.
Rate Schedule	A part of the Tariff which sets forth the availability and charges for service supplied to a particular class of Customers.
Residential Dwelling Unit	An individual residence including mobile homes and trailers, or a room or combination of rooms with facilities for private living for a single family.
RKVAH	The metered use of the reactive component of electric power.
Secondary Line	Any distribution line of the Utility operated at less than 600 volts.
Service	The supply of electric energy delivered by the Utility to Customer.
Service Customers	Utility's wires extending from the point of connection with Utility's supply line to the delivery point.
S/he	As used herein to refer to a Customer, without reference to gender or number.
Substation	The electric equipment and structures, including transformers, switches, protective devices and other apparatus necessary to transform energy from a transmission voltage or from one distribution voltage to another.
Tariff	The entire body of Rate Schedules and Appendices.

Transmission Line	Any electric line of the Utility operated at a voltage above 15,000 volts.
Underground System (UG)	Those parts of the Utility's distribution system which are constructed and installed underground.
Utility	Mishawaka Utilities Electric Department, Mishawaka, Indiana.

2. Tariff, Rate Schedules, Terms and Conditions

2.1 A copy of the Tariff and Terms and Conditions under which service is to be rendered to the Customer is on file with the Commission and will be furnished upon request at the Utility's business office. Where more than one Rate Schedule is applicable to the type of service being required, the Customer shall select the Rate Schedule on which his/her application shall be based. The Utility shall assist the Customer in the selection of the Rate Schedule best suited to the Customer's service requirements, provided, however, that the Utility does not assume responsibility for the selection nor that the Customer will at all times be served under the most favorable Rate Schedule.

2.2 The Customer may change his/her initial Rate Schedule selection to another applicable Rate Schedule by written notice once during the initial contract year, effective retroactively to the date of connection, and once at the end of each twelve (12) month period thereafter, but not effective retroactively, by executing a new agreement for the selected Rate Schedule.

2.3 The Commission has continuing jurisdiction over the Tariff in its entirety. The Tariff, or any part thereof, may be revised, amended, or otherwise changed from time to time in the manner prescribed by the Utility Regulatory Commission Act of Indiana (as amended) or by other applicable laws, and any such changes, when approved by the Commission, will supersede the present Tariff.

2.4 The Terms and Conditions of Service set forth the conditions under which service is to be rendered, and governs all classes of service to the extent applicable. In case of conflict between any provision of a Rate Schedule and these Terms and Conditions, the provisions of the Rate Schedule shall prevail. These Terms and Conditions are, by reference, made a part of all standard agreements for service (both written and oral). Failure of the Utility to enforce any of the terms of the Tariff or these Terms and Conditions shall not be deemed a waiver of its right to do so.

2.5 The Utility shall have the right to execute agreements for service under any Rate Schedule. The Utility shall also have the right to execute other agreements for service which may contain provisions not included in the Tariff, provided, however, specific approval by the Commission of such agreements shall be obtained by the Utility.

3. Application, Service Request or Agreement

3.1 A written application or agreement in the form of the Utility's service request or a written agreement, and a service deposit as provided in Section 4 hereof, may be required by the Utility from each customer before service will be provided. The Utility shall have the right to reject any application for service for any valid reason. A copy of the application and/or agreement will be furnished to the Customer upon request. Customer must provide a valid picture Id such as a driver's license or state ID/Passport to establish service.

3.2 The Utility shall have the right to reject any application for service made by, or for the benefit of, wholly or partially, a former Customer who is indebted to the Utility for service previously supplied or damages owed the Utility through the fault of the applicant at any premises in the Utility's service area, or for any other valid or legal reason.

3.3 Certain Rate Schedules may specify a minimum term of agreement. In the absence of such requirements in any Rate Schedule, the Utility may require a term of agreement commensurate with the size of the Customer's load which the Utility is obligated to serve and/or reimbursement of the cost of making service available.

3.4 No agent or employee of the Utility has the authority to amend, modify, alter or waive any part of the Tariff or any provision included in these Terms and Conditions of Service.

3.5 In written agreements and other service agreements, no promises, agreements or representations of an agent or employee of the Utility shall be binding unless such promises, agreements or representations were incorporated in a written agreement before its execution and approval.

3.6 The benefit and obligations under any service request or agreement shall inure to and be binding upon the successors and assigns, survivors and executors or administrators (as the case may be) of the original parties thereto; provided, however, that no assignment shall be made by the Customer without first obtaining the Utility's written consent. The Utility may require the successor either to execute with the Utility an assignment agreement wherein the successor-Customer assumes and agrees to be bound by the original agreement, or to execute a new agreement for service.

3.7 When the Customer desires service at more than one point, a separate agreement shall be required for each separate point of delivery. Service delivered at each point of delivery shall be billed separately under the applicable Rate Schedule.

3.8 An account for residential service may be either joint or individual, at the option of the Utility, but shall in no event be joint unless the application is executed by all joint parties. In the event an account shall be in the names of more than one party, all parties shall be liable for the payment thereof, jointly and severally, although regular and final notice billing will be extended to only one party.

3.9 The Utility reserves the right to require that an application for service be in the name of the property owner, who shall be responsible for the payment of all bills. In such cases, the Utility reserves the right to bill either the property owner or the tenant directly for electric service

and to require either the property owner or the tenant to make a suitable advance deposit to secure the payment of all bills, pursuant to provisions found in Section 4 of these Terms and Conditions.

3.10 The Utility may make agreements with owners of residential rental units to avoid physical disconnection of electric service, whether voluntary or involuntary, which will transfer responsibility for payment of interim service bills to the property owner. Such interim service will be billed in accordance with applicable Rate Schedules.

3.11 All written agreements hereunder shall be executed by the General Manager of Mishawaka Utilities; his/her duly appointed representative, or a majority of the Utility Board.

4. Service Deposit

4.1 The Utility may require a service deposit to guarantee payment of bills from the Customer at any time prior to or after the commencement of service. Service deposits are set by the utility and can be up to one-sixth(1/6 of the normal annual billings for the Customer at the address at which service is rendered, or such lesser amounts as deemed appropriate. Neither amount shall be less than a minimum amount as may be established from time to time by the Utility Board. The Utility may provide the Customer with two (2) monthly billing cycles (approximately sixty (60) days) in which to pay any electric deposit which exceeds \$100.00

4.2 Each new applicant for residential service shall be deemed credit worthy and shall not be required to make a cash deposit as a condition of receiving service if the applicant provides evidence that s/he satisfies the following criteria:

A. Applicant:

1. has been a Customer of any Utility within the last two years; and
2. owes no outstanding bills for service rendered by any such Utility; and
3. did not have, during the last twelve (12) consecutive months that the service was provided, more than two (2) bills which were delinquent to any Utility.
4. within the last two (2) years did not have a service disconnected by an Utility for nonpayment of a bill for services rendered by that Utility.

4.3 Each new applicant for commercial service shall be deemed credit worthy and shall not be required to make a cash deposit as a condition of receiving service if the applicant provides evidence that s/he satisfies the following criteria:

A. Applicant:

1. has been a Customer of any electric Utility within the last two years, and

2. owes no outstanding bills for service rendered by any such Utility, and
3. did not have, during the twelve (12) consecutive months that the service was provided, more than two (2) bills which were delinquent to any Utility.
4. within the last two (2) years did not have a service disconnected by an Utility for nonpayment of a bill for services rendered by that Utility.

4.4 When the Customer's credit rating with the Utility has been impaired and/or the billing for a period of sixty (60) days exceeds the amount of the deposit, the Utility may require a deposit pursuant to the formula in Subsection 4.1 or request an increase in the amount initially deposited.

4.5 The Customer's credit rating will be considered to have been impaired when the Customer has been mailed disconnect notices for two (2) consecutive months or any three (3) months within the preceding twelve (12) month period, or when the Customer's service has been disconnected pursuant to the rules for nonpayment.

4.6 The Utility may refund such deposit after the customer submits satisfactory payment for a period of nine (9) successive months; or ten out of any twelve (12) consecutive months without late payment in two (2) consecutive months; or if service has not been discontinued by the Utility due to nonpayment within the last two years. The deposit, less any amount owed to the Utility for electric service, will be refunded when a service is discontinued.

4.7 The Utility shall make reasonable effort to return the deposit to the Customer, his/her heirs, administrators or assigns. A reasonable effort will be deemed to have been made by the Utility by mailing the deposit refund to the Customer at a new forwarding address specified by customer.

4.8 The Utility shall have reasonable time in which to read and remove meters and to ascertain that the obligations of the Customer have been fully performed before being required to return any deposit.

5. Rendering and Payment of Bills for Electric Service

5.1 Bills for electric service will be rendered monthly at intervals of approximately thirty (30) days and will be based on the charges set forth in the Rate Schedules and are payable at the business office of the Utility or to its authorized collection agencies.

5.2 All bills are rendered as "net" bills which will be subject to a late payment charge when and if not paid within seventeen (17) days after the bill is mailed; provided, however, that any governmental agency shall be allowed such additional periods of time for payment of the net bill as the agency's normal fiscal operations require.

5.3 Final bills will be due and payable upon issuance.

5.4 Failure to receive a bill shall not entitle the Customer to pay the net bill after the designated date has passed. Upon request, the Utility shall inform the Customer of the approximate date on which the Customer should receive the bill each month and, if a bill has been lost, shall issue a duplicate.

5.5 The Utility may forego the assessment of the late payment charge (penalty) once every six months, at its option, if the Customer has established a good payment record.

5.6 When the Utility is unable to obtain the reading of a meter after reasonable effort, it may estimate the reading and render a bill, so marked. It may be necessary for the Utility to render a bill on an estimated basis if extreme weather conditions, emergencies, work stoppage or other circumstances of force that prevent the Utility from reading the meter. Any bill rendered on an estimated basis shall be clearly and conspicuously identified.

5.7 In the event the Utility's meter fails to register properly for any reason, the Utility shall estimate the Customer's energy use and/or maximum load during the period of failure based on the Customer's use of energy in a similar prior period. This estimation shall include adjustments for changes in the Customer's load during the period the meter was not registering properly, as provided in Section 15. All other billing errors, including incorrect Tariff applications, may be adjusted to the known date of error or for a period of one year, whichever period is shorter.

5.8 When the Utility has discontinued service for nonpayment of a bill, a re-connection charge as may be established from time to time by the Utility Board and as set out in Appendix B of the Tariff shall be required before service is reconnected. A deposit may also be required pursuant to Section 4.

5.9 The Utility may, at its option, enter into an agreement with the Customer to provide service under a "Budget Plan," whereby the total service is estimated for twelve (12) months in advance, and bills are rendered once each month on the basis of one-twelfth (1/12) of the estimated annual amount. The Utility may at any time during the twelve (12) month period adjust the estimate to conform more nearly to the actual use of service being experienced. The Utility reserves the right to withdraw the plan and restore billing as provided for in applicable Rate Schedules if a customer fails to pay "Budget Plan" bills as rendered.

5.10 Payment by check, electronic bank draft or credit card which is subsequently returned to the Utility for any insufficiency (such as, but not limited to, insufficient funds balance or account closure) shall not constitute timely payment of a bill. Further, any charges assessed against the Utility by a bank for such insufficiency shall likewise be assessed by the Utility to the Customer. Also, the Customer shall be charged a fee as may be established from time to time by the Utility Board and as set out in Appendix B of the Tariff. Further, the Utility may refuse to accept subsequent checks, electronic bank drafts or credit card payments from the Customer for subsequent payments.

5.11 Nothing in this section shall prevent the Utility from providing an Energy Management System (EMS), wherein the Customer pre-pays for residential electric service and installs special metering systems which operate on a payment voucher system. At its discretion, the Utility may

offer an EMS to a Customer as an alternative to disconnection. In any case, whether installed at the Customer's or the Utility's option, the Utility may not require nor hold an Electric Service Deposit, as defined in Section 4, from a Customer using an EMS.

5.12 The Utility Board shall establish policies providing for the orderly, systematic and consistent writing off of bad debts and uncollectible accounts. No employee, representative or agent of the Utility shall have the right to forgive any debt, in whole or in part, unless under a) the terms of such an Uncollectible Account Policy; or 2) the Terms and Conditions expressed herein; or 3) the order of any bankruptcy court having jurisdiction; or 4) the direction of the Utility Board or the Indiana Utility Regulatory Commission.

6. Inspection

6.1 The Utility may from time to time establish and publish service standards for underground and overhead availabilities, transformer limits, load limitations and phasing requirements. The Utility may require the use of such starting or current limiting equipment as may, in its opinion, be necessary for use with any motor or apparatus to prevent undue disturbance, unbalance, or voltage fluctuations on its lines.

6.2 It is in the interest of the Customer to properly install and maintain his/her wiring and electrical equipment. The Customer shall at all times be responsible for the character and condition thereof. The Utility shall not be held responsible for any wiring on Customer's premises. Before furnishing service, the Utility may require the customer to furnish a certificate or notice of approval issued by a duly recognized authority such as an underwriter's inspection bureau or any inspector designated municipality served by the Utility.

Details- Before connecting the meter trim we require that 1) the trim and other wiring/hardware downstream of the meter trim pass an inspection by the City Ordinance, Title 15, Section 153.12 "Connections and Installations"), and 2) that the property owner contact the Business Office to obtain a work order.

6.3 Any change in or any additions to the original wiring equipment of the Customer shall be subject to the above requirements as a condition service.

6.4 The Utility may inspect temporary service installations. . .

Details- Before connecting to the meter trim we require that 1) the trim and other wiring/hardware downstream of the meter trim pass an inspection by the City's building department electrical inspector (reference City Ordinance, Title 15 Section 153.12 "Connections and Installations"), and 2) that the property owner contact the Business Office to obtain a work order.

6.5 No responsibility shall attach to the Utility because of any waiver of these requirements.

7. Service Connections

7.1 When requested by the Utility, the Customer shall advise the Utility with respect to the location of premises where service is desired and all electrical equipment to be operated.

7.2 The Utility shall designate the location of its service connection and shall advise the Customer concerning the character of service to be supplied.

Details- (Reference City Ordinance, Title 15 Section 153.12 "Connections To Installations")

- A. It shall be unlawful for any person to make connection from a supply of electricity... for which a permit is required...until approval has been issued by the Electrical inspector.
- B. No application shall be allowed more than one service of the same voltage (three phase or single phase) in one structure unless the following condition applies:
- C. An area separation wall meeting the Indiana Building Code (675 IAC 12-2.1) Chapter 5 Section 505 (E) requirements for separation of the building.

7.3 All Hollywood risers must be a minimum of two feet (2') above the roof of any dwelling or structure. Customer side and equipment must meet Mishawaka Electric Code.

7.4 If service is supplied from an underground distribution system, the owner, Realtor, contractor or developer shall make arrangements with the Utility to supply and install a continuous run of cable conductors, including all necessary conduits, either PVC or steel, from a manhole, pit, transformer, pedestal, or closure to the inside of the building wall.

- 1. The requirements of the CUSTOMER INFORMATION SHEET shall be followed for the configuration of the hookups.
- 2. The determination as to whether a service is commercial or residential (i.e., how it is zoned) is made by the Planning Department. For new projects this information will be on the Planning Department's request for information form. When not specifically provided by the Planning Department a call is made to the Planning Department for this determination.

Note: All properties not zoned as R1 are to be handled as a commercial property.

- 3. For residential hookups and/or upgrades (i.e., to a 200 amp service panel), no cost will be incurred by the homeowner for services of 200 amps and below predicated on the fact that the homeowner provides a clear unobstructed path to the meter trim (removal of landscaping and/or providing a saw-cut on any wood, concrete decks, patios, driveways, as applicable) prior to Mishawaka Utilities trenching-in the new service. No services will be installed in 2" PVC.

4. For residential hookups for service of greater than 200 amps no cost will be incurred by the homeowner up to the delivery point. The homeowner will be responsible for all costs past the delivery point.
5. For commercial hookups the property owner is responsible for all secondary cable, conduit, labor and material costs (as applicable) from the property line to the building.

7.5 The Utility shall have final approval on all installations served from the underground system. If the owner, realtor, contractor or developer with written authorization and approval from the Utility desires to install his/her own conduit, s/he must upon completion supply to the Utility a print showing location, size, number and depth of all conduits installed to the Utility's specifications.

7.6 All apparatus used by the Customer shall be of such type as to secure the highest practicable commercial efficiency, power factor and the proper balancing of phases. Motors which are frequently started or arranged for automatic control must be of a type to give maximum starting torque with minimum current flow and equipped with controlling devices approved by the Utility.

7.7 Any changes made in service connections (either overhead or underground) at the Customer's request solely to suit the convenience of the Customer, shall be made at the Customer's expense.

7.8 As the facilities provided by the Utility for supplying service to the Customer have definite capacity limitations, the Customer shall not make any significant increase in requirements without sufficient advance notice to the Utility in order to provide a reasonable time in which the Utility may increase the capacity of its facilities. Failure to provide such notice shall make the Customer liable for any damages which may occur to the meters or other Utility facilities from overloading.

7.9 Before the Utility will make any changes in its facilities to increase capacity to a Customer, customer must contact Mishawaka Utilities Engineering Division.

8. Available Voltages and Service Sizes

8.1 The Utility must be consulted regarding the availability of voltages at any particular location. When the Customer's load requirements are less than the minimum listed below, the Customer may be required to pay for special service.

Voltage	Transformer Limits	Availability	Minimum Service Size
Residential Single Phase -	150 KVA	OH	100 AMP
120/240 Volts	250 KVA	UG	100 AMP
Commercial Single Phase -	500 KVA	UG	100 AMP
120/240 Volts			

Three Phase - 2500 KVA OH or UG 400 AMP
120/208 Volts Wye

Three Phase - 2500 KVA OH or UG 400 AMP
277/480 Volts Wye

8.2 The Utility must be consulted regarding the availability of voltages at any particular location.

8.3 The service voltage for Residential Dwelling Units is single-phase: 120/240 VAC.

8.4 The service voltage for commercial customers can be either single-phase: 120/240 VAC or any number of three-phase combinations (e.g., 120/208, 277/480, Wye or Delta) as required to meet the customer's service requirements.

8.5 Service entrance sizing shall be in accordance with the National Electric Code, as implemented by the City's electrical inspector.

8.6 Electric service will be provided to those services that have passed inspection by the City's electrical inspector.

8.7 Customers will be informed of any additional costs they might incur following utility review of the completed Customer Information Sheet.

9. Service Extensions

9.1 The Utility's transmission or distribution lines shall be extended to points which provide sufficient load to justify such extensions. The necessary expenditure to make connection to an applicant for service will be considered to be warranted when the estimated total revenue as estimated by the Utility for a period of two and one-half (2½) years to be realized by the Utility from permanent and continuing Customers on such an extension is at least equal to the estimated cost of such extension.

9.2 Whenever, in the opinion of the Utility, the necessary expenditure to make connection to an applicant for service is not warranted by the Utility's estimate of prospective revenues to be derived there from, or whenever, in the opinion of the Utility, the permanence of the Customer's load is questionable, the Utility may require the applicant to make an advance deposit for line construction or service connection. Or, the Utility may require a long-term agreement, an aid to construction payment, monthly minimum charge or such definite and written guarantee from a Customer, or group of Customers, in addition to any minimum payment required by the Rate Schedule. This requirement may also be made covering the payment by the Customer of the cost of tapping existing transmission or distribution lines for light or power service or both, when such service will not provide sufficient load or revenue, in the opinion of the Utility, to justify the cost of tapping said lines.

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

10. Utility Equipment on Customer's Premises

10.1 The Customer shall furnish the Utility with a satisfactory location for the Utility's meters and other equipment necessary to provide and measure service, and shall also furnish the Utility with the rights on, over or under the Customer's premises necessary to install, operate and maintain the Utility's other facilities required to supply service to the Customer. The Utility reserves the right to make the final decision as to the location of the meter on the Customer's premises.

10.2 When the Customer is not the sole owner of the premises and/or of the adjacent premises, the Customer shall furnish the Utility with a satisfactory easement(s) for the location of the Utility's facilities on the premises and/or on the adjacent premises.

10.3 When the Utility's transformers, meters, or other facilities are to be installed indoors on the Customer's premises, the Customer shall furnish without cost to the Utility a suitable room or vault for housing the equipment; provided, however, that the Utility shall reserve the right to make the final decision as to the location of such room or vault. Such space shall meet the requirements of the National Electrical Code, all state and local laws and all policies of the Utility in effect at the time of the installation. The Customer must keep the area in and immediately around the Utility equipment clean and free of debris.

10.4 The Utility may change the location of any or all its facilities upon request of the Customer, provided such change will not interfere with or jeopardize the Utility's service either to the Customer requesting the change or to other Customers of the Utility. The Customer agrees to bear the expense of such change.

10.5 The Customer shall provide reasonable protection from loss or damage to Utility property and may be liable to the Utility in the event of loss or damage caused by the negligence of the Customer or any Customer agent or employee. In the event of loss or damage to Utility property through the misuse by or negligence of the Customer or Customer's agents or employees, the cost of all necessary repairs or replacement thereof shall be paid in full to the Utility.

10.6 The Customer shall not disconnect, change connections or otherwise interfere with the Utility's meters or other property and shall be responsible to the Utility for permitting anyone

who is not an agent or employee of the Utility to tamper with the Utility's property. The Customer shall insure that no one except employees or agents of the Utility shall make any internal or external adjustment to or shall otherwise interfere with or break the seals of meters or other Utility equipment installed on Customer's premises.

10.7 All facilities installed by the Utility shall be and remain the property of the Utility unless an agreement expressly otherwise provides; the Utility shall operate and maintain its property.

10.8 Properly authorized employees or agents of the Utility shall have the right to enter upon Customer's premises at all reasonable times for the purpose of installing, reading, removing, testing, replacing or otherwise disposing of its apparatus and property used in supplying any service to the Customer. Should the Customer decide to erect fencing of any type in the area of metering, transformers, switching closures or any other above described apparatus, s/he must first get approval in writing from the Utility and be willing to supply access and/or a key to the facility or premises. If at Customer's request, the Utility agrees to install encoded metering which can be read from a remote location, the Customer shall reimburse the Utility for the difference in cost between standard and encoded metering. The cost of remote reading devices shall be borne by the Utility.

10.9 Upon termination of the service agreement or discontinuance of service, the Utility shall have the right to remove all of its property from Customer's premises.

11. Customer's Installation

11.1 The Customer shall install and maintain suitable entrance equipment, switches, and protective devices to afford reasonably adequate protection to the Utility's property and system against fault originating beyond the delivery point to the Customer.

11.2 All such Customer equipment shall be constructed and maintained subject to approval by authorized inspection and in accordance with the National Electrical Code, any federal, state or local law or Utility requirements in effect at the time of installation.

11.3 Any Customer operating equipment such as neon, fluorescent or other types of gaseous tube lighting, including signs or other apparatus that is found to be causing radio and/or television interference will be requested to discontinue use of such equipment or apparatus or to install corrective equipment to eliminate the television and/or radio interference. Failure or refusal to comply with the above shall be sufficient cause to discontinue service. In such a case, the service shall not be reconnected until the Utility is assured that the device creating the radio and/or television interference has been corrected or eliminated.

11.4 The Utility shall have the right, but does not assume the duty, to inspect the Customer's installation at any time, and to refuse to commence service or to continue service when such installation is deemed not to be in good operating condition, but the Utility does not under any circumstances assume any responsibility in connection with the Customer's installation.

12. Predication of Rates

12.1 The Utility's Rate Schedules, except as provided for in items (A) and (B) hereunder, are predicated upon the supply of service to one premise, at one standard voltage, at one delivery point and through one meter for ultimate use by one Customer.

- A. When service is supplied to a residential dwelling unit primarily for serving one family and where boarders or roomers are accommodated for incidental income, the service will be provided under a Residential Rate Schedule.
- B. When service supplied to a residential dwelling unit where the use is primarily for the accommodations of boarders, roomers, renters, or leasers (whether of short duration, such as hotels, motels, boarding houses, etc., or for long-term, such as apartments, efficiencies, etc.), the service will be provided under a non-residential Rate Schedule, unless separate circuits are furnished by the Customer to permit the Utility to separately meter and bill the residential and non-residential users or to bill the residential users individually.

12.2 Except for the provisions of Subsection 12.1 above, when service supplied on one premise involves more than one (1) service classification, or more than one (1) standard voltage, or more than one (1) delivery point, each such service shall be separately metered and billed unless the Rate Schedule specifically provides for more than one voltage and the combining of the meter readings, or when the service is supplied in such a manner for the Utility's operating convenience or to meet legal requirements.

13. Customer's Request to Discontinue Service

13.1 A Customer who has not contracted for service for a specified term may have service discontinued by giving notice at the Utility's business office of the date on which the Customer desires that service be discontinued. The Utility will endeavor to obtain the final meter reading on the date the Customer specifies in his/her notice, but shall not be obligated to do so unless the Customer's notice provides the Utility at least three (3) working days. The Customer shall be obligated to pay for service rendered to the premises until the final meter reading is obtained by the Utility.

14. Utility's Right to Discontinue Service

14.1 The Utility may discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) **without notice** for any of the following reasons:

- A. If a condition dangerous or hazardous to life, physical safety or property exists; or

- B. When emergency repairs must be made to the Utility's facilities or system; or
- C. If fraudulent or unauthorized use of electricity is detected and the Utility has reasonable grounds to believe the affected Customer is responsible for such use;
or
- D. If the Utility's regulating or measuring equipment has been tampered with and the Utility has reasonable grounds to believe that the affected Customer is responsible for such tampering; or
- E. If the Customer resells, redistributes, transfers or delivers energy to others unless the Customer's agreement specifically provides for such resale, redistribution, transfer or delivery; or
- F. Upon order by any court, the Commission or other duly authorized public authority.

14.2 The Utility may discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) **with reasonable notice** (fourteen (14) calendar days' prior written notice) for any of the following reasons:

- A. When any bill remains unpaid forty-five (45) days or more following the mailing of the bill; or
- B. When the Customer fails to comply with the provisions of the Terms and Conditions of Electric Service or the Rate Schedule or the agreement for service.

14.3 When the supply of electricity has been discontinued due to the Customer's default, as defined in Subsections 14.1 and 14.2 above, the Utility will not be obligated to restore service until the Customer:

- A. Has made application for service and paid all bills due for applicable fees and service previously provided; and
- B. Has made a satisfactory deposit, if required, to insure payment of future bills; and
- C. Has paid the cost of re-connection at the premises; and,
- D. Has corrected, to the satisfaction of the Utility, the operating violations so that the Customer's facilities and operations comply with these Terms and Conditions.

14.4 Discontinuance of service in accordance with the provision of Subsections 14.1 and 14.2 above shall not constitute a breach of any obligation of the Utility under any agreement for service with the Customer, and the Utility shall not in any case be liable to the Customer for any damages resulting from such discontinuances of service.

14.5 If the Utility is justified in discontinuing service to a Customer at one location, the Utility shall have the right to transfer unpaid charges to the same Customer at any other location at

which the Utility is rendering service to such Customer, notwithstanding separate service agreements as may be in effect for each location served. Furthermore, the Utility shall have the right to discontinue its service to a Customer, subject to notification requirements found in this Section, at any location to which the charges have been transferred because of the Customer's failure to pay such charges within the time period prescribed in this Section.

14.6 The Utility **may not disconnect** services to the Customer:

- A. Upon his/her failure to pay for the service rendered at a different metering point, residence, or location if such bill has remained unpaid for less than forty-five (45) days; or
- B. Upon his/her failure to pay for a different form or class of utility service; or
- C. If the Customer shows cause for his/her inability to pay the full amount due (financial hardship shall constitute cause), and said Customer:
 - 1. Pays a reasonable portion (minimum of \$10 or 10% of bill) whichever is greater, unless the customer agrees to a greater portion of the bill; and
 - 2. Agrees to pay the remainder of the outstanding bill in regular weekly or monthly installments covering the next three (3) months; and
 - 3. Agrees to pay all undisputed future bills for service as they become due; and
 - 4. Has not breached any similar agreement with the Utility made pursuant to this Section within the past twelve months; and

Provided, however, that the Utility may add to the outstanding bill Late Payment Penalties and Credit Agreement Fees not to exceed the amount set pursuant to the schedule in Appendix B of the Tariff. Provided further, that the above terms of agreement shall be put in writing by the Utility and signed by the Customer and by the General Manager of the Utility or his/her representative.

- E. If a Customer is unable to pay a bill which is unusually large due to a prior incorrect reading of the meter, incorrect application of the Rate Schedule, incorrect connection or functioning of the meter, prior estimates where no actual reading was taken for more than three (3) months, stopped or slow meters, or any human or mechanical error of the Utility, and the customer:
 - 1. Pays a reasonable portion of the bill, not to exceed an amount equal to the Customer's average bill for the six (6) bills immediately preceding the bill in question; and
 - 2. Agrees to pay the remainder at a reasonable rate; and
 - 3. Agrees to pay all undisputed future bills for service as they become due,

Provided, however, that the Utility shall not add to the outstanding bill any Late Payment Penalties or Credit Agreement Fees. Provided, further, that the above terms of agreement shall be put in writing by the Utility and signed by the Customer and by a representative of the Utility.

14.7 The Utility shall not disconnect a Customer's service for a Subsection 14.2 cause unless it is done between the hours of 8:00 a.m. and 3:00 p.m., local time. Nor shall the Utility disconnect the Customer's service for a Subsection 14.2 cause on any day, or beyond twelve noon (12:00 noon) of the day immediately preceding any day, on which the Utility business office is not open to the public.

14.8 If for any reason sufficient amounts of electric energy are not available to the Utility to meet all existing and reasonably anticipated demands for service or to protect the integrity and stability of the system, the Utility reserves the right to restrict, limit or curtail electric service to any of its Customers.

15. Meter Accuracy, Adjustment

15.1 All service supplied by the Utility shall be measured by meters of standard manufacture which are owned, installed and maintained by the Utility, except under Rate Schedules in which the charges for service are at a flat rate, predicated on a fixed use of the Customer's equipment, such as street lighting and outdoor protective lighting.

15.2 Periodic tests for meter accuracy shall be performed on all meters by the Utility. If any service meter, after being tested, is found to have a percentage of error greater than two percent (2%) for watt-hour meters and two percent (2%) for demand meters, the Customer's bills for service shall be adjusted as follows:

- A. Fast Meters - When a meter is found to have a positive average error, the Utility shall refund, or credit the Customer's account, with the amount of any charges in excess of either an average bill or separate bills for the period the meter was fast, or one year, whichever period is shorter.
- B. Stopped or Slow Meters - When a meter is stopped or has a negative average error, the Utility may charge the Customer for the units incorrectly registered for one-half of the period since the last previous meter test or one year, whichever is shorter. The Utility may charge the Customer for such amounts except where the Utility has negligently allowed the stopped or slowed meter to remain in service.

15.3 The Utility shall make a test of the accuracy of registration of a meter upon written request by a Customer. A second test of this meter may be requested after twenty-four (24) months have passed since the last test. The Customer shall be required to pay a meter test charge as may be established from time to time by the Utility Board and as set out in Appendix B of the Tariff, if a test is requested at less than twenty-four (24) month intervals and the error rate is found to be less than the standards listed in Subsection 15.2 above.

16. Interruptions, Variations in Service Characteristics

16.1 The Utility shall at all times endeavor to provide regular and uninterrupted service, and shall use reasonable diligence in providing such service, but does not guarantee uninterrupted service, nor against variations in service characteristics such as frequency, voltage, phase angle, phase balance, momentary outages, or loss of neutral and single phasing of three-phase systems. The Utility shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, disorders, orders or acts of civil or military authorities, fires, strike, casualty, and necessity for making repairs or replacements of the Utility's facilities. Further, the Utility shall not be liable for damages in case supply should be interrupted due to causes or conditions beyond the Utility's reasonable control, including necessary repairs, breakdowns or damage to machinery, transmission lines, distribution lines or other Utility facilities.

16.2 In case the supply of service fluctuates, is interrupted or sustains other variations such as high or low voltage, loss of neutral, single phasing of three-phase service, phase reversals, or trouble resulting from defects in Customer's wiring or other equipment, the Utility shall not be liable for damages or losses resulting from such fluctuation, interruption or variation in service unless due to the gross negligence of the Utility.

16.3 The Utility shall not be liable for any loss, injury or damage resulting from the Customer's use of equipment or occasioned by the energy furnished by the Utility beyond the delivery point.

16.4 Such interruptions or variations shall not constitute a breach of any obligations of the Utility under any agreement for service with the Customer.

17 Temporary Service

17.1 When the use of service will be temporary in nature and the facilities to be installed will not be used for a permanent supply, the Customer shall pay the cost of labor and unsalvageable material required for supplying and connecting and for discontinuing and removing facilities, and a charge for supervision, tools and other indirect costs, in accordance with the "Work Order" procedure of the Utility. Customer costs for residential or commercial installations shall be as follows:

Residential (R-1 zoning classification)

17.1.1 When the installation/meter is immediately adjacent to the delivery point the Customer shall be required to pay a fixed temporary service charge as may be established from time to time by the Utility Board as set out in Appendix B of the Tariff.

17.1.2 When the meter is not immediately adjacent to the delivery point the Customer shall be required to pay a fixed temporary service charge and additional charges predicated on the distance from the delivery point to the meter as may be established from time to time by the Utility Board as set out in Appendix B of the Tariff.

17.2 Commercial (zoning classification other than R-1)

The Customer shall be required to pay a fixed temporary service charge and additional charges predicated on the distance from the delivery point to the meter as may be established from time to time by the Utility Board as set out in Appendix B of the Tariff

17.3 Service supplied to a temporary connection will be billed under the applicable Rate Schedule. No temporary installation may continue for a period of more than twelve (12) months.

17.4 The Customer may be required to make a deposit to insure payment of the charges set out in Subsections 17.1 and 17.2 above, and covering the estimated usage at the applicable Rate Schedule for the period of temporary use.

18. General

SECTION 18 -- GENERAL

Section 18.0 discusses attachments. Although laying another utilities' pipe in our trench is not specifically defined in this section, joint trenching is considered a form of attachment to our utilities' facilities.

DETAILS – In order to avoid issues related to inadvertent damage to another utilities service or customers, issues that may arise during scheduled or unscheduled maintenance activities, it is our policy that joint trenching with other utilities will not be allowed.

The effective date of this policy is November 30, 1999.

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

18.2 The Customer shall install only motors, apparatus or appliances which are suitable for operation with the character of the service supplied by the Utility, and which shall not be detrimental to the same. The electric power must not be used in such a manner as to cause unprovided-for voltage fluctuations or disturbances in the Utility's transmission and distribution system. The Utility shall be the sole judge as to the suitability of apparatus or appliances to be connected to its lines, and also as to whether the operation of such apparatus or appliances is, or will be detrimental to its general service.

18.3 No other electrical service or source of supply shall be used by the Customer on the same premises in parallel, or in conjunction with the Utility's service, either by means of a throw-over

switch, or any other connection except under separate agreement, specifically providing for reserve, auxiliary, breakdown, standby or co-generation service. *The requirements for parallel operation are written up in our Engineering Department for further information, please contact Electric Division or Engineer Department.*

18.4 When a re-connection of service is made for a Customer, other than a landlord, and service has in each case been disconnected at the Customer's request, a re-connection charge may be made by the Utility for such re-connection of service; pursuant to the schedule in Appendix B.

18.5 Electric service will be supplied by the Utility subject to the provisions or orders, amendments and interpretations thereof of any governmental body having authority or jurisdiction over such service, notwithstanding anything to the contrary in these Terms and Conditions of Electric Service or as set forth in the Utility's Tariff.

18.6 In the event of changes to or revisions in the Utility's Tariff, the Customer shall take and pay for service in accordance with the provisions of the revised or superseding Tariff.

18.7 When the Utility detects that its regulating, measuring or other facilities have been tampered with or when fraudulent or unauthorized use of electricity has occurred, a rebuttal presumption arises that the Customer has benefited by such unauthorized tampering. Therefore, that Customer is responsible for payment of the reasonable cost of that service used during the period when such fraudulent or unauthorized use or tampering occurred and is responsible for the cost of field calls and the cost of making all repairs necessitated by such use and/or tampering. In any event, the Utility may make a charge for such out of pocket costs; pursuant to the schedule in Appendix B. Under such circumstances the Utility is not required to reconnect the service until a deposit and all of the aforementioned enumerated charges have been paid in full. The payment of such costs shall not relieve the Customer of further criminal prosecution by the Utility.

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

19. Effective Date, Promulgation and Publication, and Amendment

19.1 These Terms and Conditions of Electric Service, after approval and adoption by the Utility Board of the City of Mishawaka, Indiana, shall become effective and shall constitute a contract between the Customer and the Utility thirty (30) days after notice of their adoption has been published one (1) time in the local news paper and Mishawaka Utilities website (mishawakautilities.com). Such notice shall inform the Customer that a copy of these Terms and Conditions of Electric Service is on file at the Utility's business office and may be inspected at any time during regular business hours and a copy filed with the Office of Utility Consumer Counselor.

19.2 Pursuant to IC 8-1.5-3, and Mishawaka Ordinance 2580, the Board of Public Works and Safety of the City of Mishawaka (Utility Board) has the sole power, authority and jurisdiction to amend, alter, replace or revoke any and all of the Terms and Conditions of Electric Service contained herein, excepting there from the right to unilaterally establish rates and charges for electric service as it relates to the filed Tariff of the Utility.

Adopted by the Utility Board of Mishawaka Utilities, Mishawaka, Indiana of the 1st day of March 2011.

Mike Watson

Ken Prince

Gary E. West

Attest:

Kari Myers
Clerk of the Board



ELECTRIC RATES AND CHARGES

• Appendix B (Non-Recurring Charges) •

RESIDENTIAL | COMMERCIAL | COMMERCIAL POWER | MUNICIPAL ELECTRIC |
ELECTRIC HEATING | OUTDOOR ELECTRIC LIGHTING | STREET LIGHTING | APPENDIX A
| APPENDIX B

- A. Electric Account Service Charge - \$20.00 one-time charge (not refundable)
- B. New Account OPL Service Charge - \$10.00 one-time charge (not refundable)
- C. Service Deposit—Service deposits are set by the Utility and can be up to One-sixth (1/6) of normal annual bills per service location
- D. Failure to Meet Appointment Scheduled Charge - \$15.00
- E. Dishonored Negotiable Instrument Charge—\$20.00
- F. Processing/Disconnect Charge
 - Single Phase
 - Disconnect During Office Hours—\$25.00
 - Additional Reconnect charges after hours—\$70.00
 - Additional Reconnect charges on Sundays & Holidays— \$90.00
 - Three-Phase
 - Disconnect During Office Hours—\$ 100.00
 - Additional Reconnect after hours—\$ 225.00
 - Additional Reconnect on Sundays & Holidays—\$ 275.00
- G. Processing/Disconnect Charge, when Disconnect is required at pole, in vault, manhole or service box
 - Disconnect During Office Hours—\$ 100.00
 - Additional Reconnect after hours—\$ 225.00
 - Additional Reconnect on Sundays & Holidays—\$ 275.00
- H. Meter Test Charge— Free every two years if required
 1. Single Phase—\$ 20.00* if more frequent than every 2 years
 2. Three-Phase—\$ 40.00* if more frequent than every 2 years

*Fee is refunded if meter is off more than two percent (2%)

I. Service Call ("no power" call when the Customer is at fault)

Same as Processing/Disconnect Charge (F, above)

J. Late Payment Penalty—10% on the first \$3.00; 3% on the balance for Electric & OPL

K. Meter Tampering Charge

1. First Offense—Actual cost of parts, labor, equipment and overhead plus cost of service estimated to have been used, based on prior history \$75.00 + damage and a police report should be filed with the police.

2. Second Offense—Same as above, plus 100.00 + damage

3. Subsequent Offenses— Same as above, plus disconnection

L. Credit Agreement Fee—10% of arrears amount or \$10, whichever is greater (*added to payment agreement*)

M. Temporary Service Charge

Residential Service (if meter immediately adjacent to Delivery Point): ---\$ 50.00

In Addition:

single span up to 125 feet -----\$100.00

each additional Span up to 125 feet-----\$150.00

Commercial Service: -----\$100.00

In Addition:

- Cost of labor for hookup and removal ----- \$ _____
- Cost of vehicles for hookup and removal ----- \$ _____
- Cost of engineering (two hour minimum) ----- \$ _____
- Cost of additional transformers (per 30 days, or any part thereof) ---- \$ 10.00 each

N. Energy Recording Device \$20.00 installation charge (not refundable) at customers request. No charge if found to be utility problem.