

TROY UTILITIES

**GENERAL TERMS
AND CONDITIONS FOR
ELECTRIC, WATER, AND SEWAGE SERVICE**

RULES AND REGULATIONS

TROY, INDIANA

GENERAL TERMS

**AND CONDITIONS FOR
ELECTRIC, WATER, AND SEWAGE SERVICE**

**ADOPTED BY
TROY TOWN BOARD**

**SIGNED BY
TROY TOWN BOARD**

**EFFECTIVE
03-14-2018**

TROY UTILITIES

**GENERAL TERMS
AND CONDITIONS FOR
ELECTRIC, WATER, AND SEWAGE SERVICE**

UTILITY OFFICE HOURS

MONDAY-FRIDAY

8:00 A.M. TO 4:00 P.M.

**OFFICE IS LOCATED IN THE TOWN HALL.
UTILITY BUILDING IS AT THE CORNER OF
WALNUT STREET AND HARRISON STREET.**

ADDRESS IS:

TROY UTILITIES

330 HARRISON ST.

P.O. BOX 57

TROY IN 47588-0057

PHONE:

812-547-7501

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RULES APPLICATION

These terms and conditions for service have been approved by the Troy Town Board of Troy IN pursuant to Indiana Code 8-1.5-3-4(a) (11). The terms and conditions for services, as set forth herein and as amended and supplemented from time to time shall govern all Utility Services rendered or to be rendered by Utility. The terms and conditions for service shall be binding upon every Customer and Utility, and shall constitute a part of the terms and conditions of every contract for Utility Services, whether written or oral. These terms and conditions for service supersede all prior versions.

1. Definitions

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

Abbreviations: The following commonly used abbreviations will be used:

Kilovolt-ampere(s) -KVA

Kilowatts(s) -KW

Kilowatt-hour(s) -KWH

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

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

Apartments: Premises containing two or more residential dwelling units.

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

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

Board: The board established pursuant to Indiana Code 8-1.5-3-3 to control the operation of Utility.

Business Day: Any day except a Saturday; Sunday; legal holiday as defined by Indiana Code 1-1-9-1; or a day on which the Utility's office is closed for business.

Customer:

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

Delivery Point:

The point of the physical connection between Utility's and customer's facilities beyond which point Customer receives and assumes responsibility.

Disconnection: The termination or discontinuance of electric service.

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

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

He: When used herein to refer to a customer, it refers to such without reference to gender or number.

KWH: The use of the active component of power.

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

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

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

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

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

Rate Schedule: A part of the Tariff which sets forth the availability and rates and charges for services 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.

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

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

Underground Systems or UG: Those parts of Utility's distribution system which are constructed And installed underground.

Utility: Troy Utilities

2. Rate Schedules on File

- 2.1 A copy of the Rate Schedules are available for inspection at the Troy Utility Office.**
- 2.2 The Rate Schedules, or any part thereof, may be revised, amended or otherwise changed from time to time in the manner prescribed by law, and any such changes will supersede the present Rate Schedules.**
- 2.3 The general terms and conditions for the utility services set forth the conditions under which service is to be rendered, and governs all classes of service to the extent applicable in case of conflict between any provision of a rate schedule and the general terms and conditions for utility services shall not be deemed a waiver of its right to do so.**
- 2.4 Utility shall have the right to execute contracts for service under any rate schedule. Utility also shall have the right to execute other contracts for service which may contain provisions not included in the tariff, provided, however, that all approvals of such contracts that may be required by law shall be obtained by utility.**

3. Application, Service Request or Contract

- 3.1 A written application for service or contract properly executed, and a service deposit as provided for in section 4 hereof, may be required by utility before service will be provided.**
- 3.2 Utility shall have the right to reject any application for service made by, or for the benefit of, wholly or partially, a former customer who is indebted to utility for service previously supplied or damages owed utility through fault of the applicant at any premises in utility's service area. Utility also may effect an application for service if the applicant is unwilling or unable to comply with these general terms and conditions for utility service or for any other valid or legal reason. Utility may further disconnect service on account of arrearages due for service furnished to a person or persons formerly receiving the same class of service at the same premises as a customer of utility, if such person or persons formerly receiving the same class of service continues to reside at such premises receiving service.**
- 3.3 The taking of service shall constitute a contract between the customer and utility, obligating the customer to pay for, and utility to furnish, service as specified in the rates and to comply with all applicable provisions of the general terms and conditions for utility service.**
- 3.4 Certain rate schedules specify a minimum term of contract. In the absence of such requirement in any rate schedule, utility may require a term of contract commensurate with the size of customer's load which utility is obligated to serve and/or the cost to utility of making service available.**
- 3.5 No promises, agreements or representations of an agent or an employee of utility shall be binding on utility unless such promises, agreements or representations are incorporated in a written contract executed by a duly authorized representative of utility.**
- 3.6 The benefit and obligations under any service request or contract shall inure to and be binding upon the successors and assigns, survivors and executors or administrators (as the case may be) of the original parties thereto: provided however, that no assignment shall be made by customer without first obtaining utility's written consent. Utility may require the successor either to execute with utility an assignment agreement wherein the successor customer assumes and agrees to be bound by the original contract, or to execute a new contract for service.**
- 3.7 When the customer desires service at more than one point, a separate agreement shall be required for each separate point of delivery. Service delivered at each point of delivery shall be billed separately under the applicable rate.**
- 3.8 An account for residential service may be either joint or individual, but shall in no event be joint unless the application is executed by all joint parties. In the event an account shall be in the names of more than one party, each joint party shall be liable for the payment thereof, jointly and severally.**
- 3.9 Utility may disconnect service to a premises at which applicant or co-applicant is currently receiving such service on account of arrearages due for service furnished to applicant or co-applicant at another premises under the same class of service.**

4. Service Deposit

- 4.1 Utility may require from a residential applicant or customer at any time prior to or after the commencement of service, a service deposit to guarantee payment of rates and charges for service.**
- 4.2 Residential Deposit for Electric is- \$200.00**
- 4.3 Residential Deposit for Water is- \$100.00**
- 4.4 Commercial Deposit for Electric is- \$300.00**
- 4.5 Commercial Deposit for Water is- \$300.00**
- 4.6 Large Industrial Deposit for Electric will be determined by the Troy Town Board**
- 4.7 Large Industrial Deposit for Water will be determined by the Troy Town Board**
- 4.8 Service deposits minus the amount of any unpaid bills shall be returned to customer upon the discontinuance of service for which such deposit was made. Utility shall have reasonable time in which to read and remove the meters and to ascertain that the obligations of the customer have been fully performed before being required to return any deposit. Utility may refund such deposits by applying the deposit to the bill and such application shall constitute a lawful disposition of such deposits.**

5. Rendering and Payment of Bills

- 5.1 Bills for service will be rendered monthly at intervals of approximately thirty days and will be based on the charges set forth in the rate schedule. The net amount, as indicated on the bill, is due and payable upon receipt. If payment of the net amount is not received by utility, or its authorized collection agent within seventeen days after the bill is sent to the customer, the bill is delinquent. In the case of a delinquent bill, the utility may add a late payment charge to the customer's delinquent bill as set forth. A charge may be made for making a visit to the customer's premises to collect or attempt to collect a delinquent account.**
- 5.2 Any customer served on the municipal service rate schedule shall be allowed such additional period of time for payment of the net bill as the municipal agency's normal fiscal operations require.**
- 5.3 Failure to receive a bill shall not entitle customer to pay the net bill after the designated due date has passed. Upon request, utility will inform customer of the approximate date on which customer should receive the bill each month.**
- 5.4 Initial or final bills for service supplied for not less than 27 days or for not more than 34 days will be calculated on the basis of the applicable rate schedule. A billing for a period covering a shorter period than 27 days or a longer period than 34 days will be pro-rated on the basis of the proportion that the number of days of actual service bears to an average month (30 days).**
- 5.5 Customer shall notify utility when he desires services to be discontinued and final bills will be due and payable at the time of discontinuance of service.**
- 5.6 When utility is unable to obtain the reading of a meter after reasonable effort, it may estimate the reading and render a bill, so marked. In the event utility's meter fails to register properly for any reason, utility shall estimate customer's energy use and/or maximum load during the period of failure based on such factors as customer's normal load and energy usage during a like corresponding period.**

When utility has discontinued service for non-payment of a bill or as otherwise provided in these general terms and conditions for utility service, a reconnection charge as may be established from time to time by the Troy Town Board shall be required before service is reconnected. When a reconnection of service is made for a customer at the same location and service has been disconnected at customer's request, a reconnection charge as may be established from time to time by the Troy Town Board shall be required before service is reconnected.

Payment by check which is subsequently returned to utility by a bank for any insufficiency (such as, but not limited to, insufficient funds balance) shall not constitute timely payment of a bill. Further, any charges assessed against utility by a bank for an insufficient check shall likewise be assessed by utility to the customer. Also, the customer will be charged a fee as may be established from time to time by the Troy Town Board for the returned check and utility

may refuse to accept a check from said customer for payment and future payments be made by cash only.

6. Inspection

- 6.1 The customer shall properly install and maintain his wiring and electrical equipment and shall at all times be responsible for the character and condition thereof. Utility shall not be held responsible for any wiring on the customer's premises. Before furnishing service, utility may require the customer to furnish a certificate or notice of approval issued by a recognized authority.**
- 6.2 Any change in or any additions to the original wiring equipment of the customer will be subject to the above requirements to insure a continuance of service.**
- 6.3 Utility shall make inspections of all temporary installations, which must be installed in accordance with the latest National Electric Code and all requirements of utility. Utility shall not be held liable for any customer's wiring or equipment of the users thereof.**
- 6.4 No responsibility shall attach to utility because of any waiver of the requirements set forth.**

7. Service to be Furnished

- 7.1 When requested by utility, customer shall advise utility fully with respect to the location of premises where service is desired and all equipment to be operated. Utility shall advise customer concerning the character of service to be supplied, and shall determine the location of the delivery point, and the location of the meter. As the facilities provided by utility for supplying service to customer have definite capacity limitations, customer shall not make any significant increase in requirements without sufficient advance notice to utility in order to provide a reasonable time in which utility may increase the capacity of its facilities. Failure to provide such notice to utility shall make customer liable for damages which may be occasioned to the meters or other facilities by overload. Before utility will make any changes in its facilities to increase capacity to a customer, a new application or contract for service may be required by utility.**

8. Character of Service

8.1 Available voltages. The standard nominal distribution service voltages within the service area of utility are:

Secondary Voltages

Primary Voltages

The availability and application of the voltages will be determined by utility at its sole discretion and the applicable rate schedule.

Point of Service Connection

a. Overhead service

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

Underground Service

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

Change of Service

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

General

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

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

9. Service Extensions

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

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

Utility reserves the right, with respect to customers whose establishments are remote from utility's existing suitable facilities or whose load characteristics or load dispersal require unusual investments by utility in service facilities, to make special agreements as to duration of contract, reasonable guarantee of revenues, or other service conditions, provided that such special agreements are not unreasonable discriminatory.

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

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

10. Utility Equipment on Customer's Premises

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

When customer is not the owner of the premises served and/or of the intervening property between such premises and the company's facilities, the customer shall obtain from such owner or owners, in a form satisfactory to the utility, such permits or easements as are, in the opinion of the utility, necessary for the installation and maintenance on such premises and on such intervening property, all poles, wires, or other equipment as may be necessary for the supplying of electric service to the customer.

When utility's transformers, meters, or other facilities are to be installed indoors on customer's premises, customer shall furnish without cost to utility a suitable room or vault for housing the equipment; provided, however, that utility shall reserve the right to make the final decision as to the location of such room or vault. Such space shall meet the requirements of the National Electrical Code, of any Federal, state or local laws or regulations, and of any policies of utility in effect at the time of the installation.

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

Customer shall provide reasonable protection from loss or damage to utility property. If utility's equipment is damaged or destroyed through the neglect of the customer, the cost of necessary repairs or replacements shall be paid by customer.

Customer shall not disconnect, change connections or otherwise interfere with utility's meters or other property and shall be responsible to utility for permitting anyone who is not an agent or employee of utility to tamper with utility's property.

All facilities installed by utility shall be and remain the property of utility unless a contract expressly otherwise provides, and utility shall operate and maintain its property.

Properly authorized employees or agents of utility shall have the right to enter upon the premises at all reasonable times for the purpose of meter reading or inspecting, testing, repairing, or replacing any or all of utility's property used in supplying any service to the customer.

Upon termination of a contract or discontinuance of service, utility shall have the right to remove all of its property from customer's premises.

11. Customer's Installation

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

Customer's equipment shall be constructed and maintained subject to approval by authorized inspection and in accordance with the National Electrical Code, any Federal, state or local law, or utility's requirements in effect at the time of installation.

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

The use of customer's equipment shall not adversely affect utility's system or service supplied by utility to other customers.

12. Predication of Rates

Utility's rate schedule is predicated upon the supply of service to one premises, at one standard voltage, at one delivery point and through one meter for ultimate use by one customer.

13. Rate Schedules

All rate schedules are available at the office for review.

14. Customer's Request to Discontinue Service

Customer may have service discontinued by giving notice at the utility office of the date customer wishes service to be discontinued. Utility will obtain the final meter reading on the date customer specifies. Upon request, the final bill can be deducted from their utility deposits and any remainder will be mailed to them.

15. Utility's Right to Discontinue Service

Utility may discontinue service to any customer without notice for any of the following reasons:

When, in utility's opinion, a condition that is dangerous or hazardous to life, physical safety or

Property exists;

When emergency repairs must be made to utility's facilities or system;

When there has been tampering with utility's meters or equipment, or evidence of fraudulent or unauthorized use of energy in such a manner as to circumvent utility's meter.

When directed to do so by a court, another duly authorized public authority or a properly authorized government agency.

When any delinquent bill remains unpaid;

When planned repairs are to be made to utility's facilities or system;

When customer denies access by employees of utility to its meters or other facilities;

When customer uses equipment in such a manner as to adversely affect utility's system or service supplied by utility to other customers;

When customer fails to comply with the provisions of the general terms and conditions for electric service;

If for any reason, utility has issued a disconnection notice, but because of a medical postponement or duly authorized bill payment extension agreement, utility may disconnect such service without further notice, upon the expiration of such postponement or any breach of such authorized extension.

16. Customer Complaints and Dispute Resolution

A customer may file a complaint disputing a disconnection notice with the utility at any time either before receiving a disconnection notice or within three (3) business days after receiving such notice. Complaints must be made in writing and mailed or hand-delivered to the utility's office at 330 Harrison St. P.O. Box 57 Troy IN 47588; but must be received by the utility within three (3) business days after the customer's receipt of the disconnection notice. Upon receiving a complaint, utility will investigate the matter, confer with the customer when requested and notify the customer in writing of its proposed disposition of the matter.

- **Delinquent Notice states:** If you dispute the appropriateness of this disconnection, you have the right to request a hearing before the Troy Town Council during which you may be represented in person and by counsel or by any other person of your choosing. At this hearing, you may present orally or in writing your complaint and contentions. This hearing must be requested in writing within seven (7) business days after the date of this notice by submission to:
- **Troy Utilities-P.O. Box 57-Troy, IN 47588**

17. Meter Accuracy-Adjustment

All service supplied by utility will be measured by meters of standard manufacture which are owned, installed and maintained by utility.

Utility will maintain meter accuracy and periodic tests for accuracy.

When a meter is not recording within the limits of accuracy established by utility, an adjustment to billings may be made.

Utility will make a test of the accuracy of registration of a meter upon written request by a customer. A second test of this meter may be requested after twelve (12) months. The customer shall be required to pay a meter test charge as may be established from time to time by the Troy Town Board.

18. Interruptions, Variations in Service Characteristics

Utility will, at all times, endeavor to provide regular and uninterrupted service, but does not guarantee against variations in service characteristics, such as frequency, voltage, phase angle, phase balance, system neutral to ground voltage differentials, momentary outages and single phasing, occasioned by acts of God, the public enemy, accidents, labor disputes, disorders, orders of public authorities, fires, strike, casualty, and necessity for making repairs or replacements of utility's facilities.

In case the supply of service is interrupted or sustains other variations such as high or low voltage, single phasing (loss of phase) of three-phase service, phase reversals, system neutral to ground voltage differentials, or trouble resulting from defects in customer's wiring or other equipment, utility shall not be liable to customer for damages, injury or losses resulting from such interruption or variation in service or any other fluctuation or irregularity in the supply of energy.

Such interruptions or variations shall not constitute a breach of any obligations of utility under any contracts for service with customer.

19. Temporary Service

When, in the opinion of utility, the use of service will be temporary in nature and the facilities to be installed will not be used for a permanent supply, customer shall pay the cost of labor and unsalvageable material required for supplying and connecting and for disconnecting and removing facilities, plus a charge for supervision, use of tools, and indirect costs, in accordance with the "job work order" procedure of utility. When temporary service can be supplied by the installation of a single span service drop and meter only, the customer will be required to pay a temporary service charge as may be established from time to time by the board and council and as set out in Appendix A attached hereto.

Service supplied to a temporary connection will be billed under the applicable rate schedule.

Customer may be required to make a deposit to insure payment of the charges.

20. Customer's Use of Service-Resale and Redistribution

Service shall be used by customer only for the purposes specified in the agreement in accordance with the applicable rate schedule. No customer shall resell such service to a third party by submetering such service or by making a separate and distinct flat charge or charges for such service.

21. General

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

The customer shall install only motors, apparatus or appliances which are suitable for operation within the character of the service supplied by utility, and which shall not be detrimental to same, and the electric power must not be used in such a manner as to cause voltage fluctuations or disturbances in utility's transmission or distribution system. Utility shall be the sole judge as to the suitability of apparatus, facilities or appliances to be connected to its lines, and also as to whether the operation of such apparatus, facilities or appliances is or will be detrimental to its general service. The customer shall regulate its use of any apparatus, facilities or appliances so as not to cause disturbances on utility's system or be subject to service termination.

Electric service will be supplied by utility subject to the provisions or orders, amendments and interpretations thereof of any governmental body having authority or jurisdiction over such service, notwithstanding anything to the contrary in these general terms and conditions for electric service as set forth in utility's rate schedule.

In the event of changes or revisions of utility's rates, customer shall take and pay for service in accordance with the provisions of the revised or superseding rates. Unless otherwise expressly provided for, whenever a rate change becomes effective during a billing period, other than on a regularly scheduled meter reading date, charges to the customer for that billing period shall be prorated between the old or superseded rate and the new or revised rate.

Neither utility nor customer shall be liable to the other for any act, omission or event caused by strikes, acts of God, or unavoidable accidents or contingencies beyond its control. Utility shall not be liable for damages for any failure to supply electricity or for an interruption, limitation, or curtailment of service, whether or not such disruption is ordered by a governmental agency having jurisdiction or duly applicable organization. If such failure, interruption, limitation, or curtailment is due to the inability of utility to obtain sufficient electric supplies at economical prices from its usual and regular sources or due to any other cause whatsoever other than willful default or negligence of utility. Utility shall not be liable for damages caused by wiring, electrical appliances or equipment on customer's premises. Utility shall not be liable for damages resulting to customer or to third persons from the presence or use of electricity or the presence of utility's equipment on customer's premises, unless due to the willful default or negligence on the part of the utility.

Troy Utility believes that reliable electric service is essential. Trees and tree limbs are a major cause of outages. However, the utility is not a tree trimming service. The utility reserves the right to remove any trees or limbs that are either in or pose a threat to primary voltage.

Any trees planted in or near a utility easement are subject to trimming or removal if deemed necessary. All trees on a customer's property are considered the property owners responsibility.

22. Water and Sewer Service

New Service Connection Charge

Each user, at the time they are connected with the Troy Water System, shall pay a water tap fee of \$1000.00. Any size greater, $\frac{3}{4}$ or $\frac{5}{8}$ will be time and materials, but no less than \$1000.00.

Each user, at the time they are connected with the Troy Sewer System, shall pay a sewer tap fee of \$1200.00. Anything greater than 4" will be time and materials, but no less than \$1200.00.

23. Fire Protection Service Annum	Rate Per
Municipal Hydrants-per hydrant	\$305.37
Private Hydrant	305.37
Automatic Sprinklers	
1 $\frac{1}{2}$ inch connection	\$21.51
2 inch connection	37.63
4 inch connection	148.70
6 inch connection	335.92
8 inch connection	596.56
10 inch connection	933.35
12 inch connection	1343.57

Temporary Users

Water furnished to temporary users shall be charged for on the basis of the quantity times the rates.

Service Connection

The service for water shall be brought to the property line, with the meter being placed upon the public street right-of-way or in a public alleyway adjacent to the property line. The customer's line from the meter shall be of $\frac{3}{4}$ inch or $\frac{5}{8}$ inch diameter, or larger depending upon the meter size. A shut off valve beyond the meter outside the meter box shall be required to be installed by the customer.

New Connections-Tap Fee-Meter Installation

Every property, dwelling, or lot must be provided with a separately metered service connection. A tap fee must be paid plus the meter deposit.

Billings to Multiple Services to One Property

If more than one dwelling, residence, or family quarters, including mobile homes, is serviced through one meter, the person in whose name the meter deposit is made shall be billed for service each month.

Multiple Services-Mobile Home Parks

A licensed mobile home park to be serviced shall be billed one charge for water consumption. The billing shall be submitted to the owner of the mobile home park in whose name the meter deposit is made.

Multiple Services-Apartments or Housing Complexes

A building or complex housing more than one family and services through one meter shall be billed one charge for water consumption, submitted to the person or agency in whose name the meter deposit is made.

Additional Taps to the Main Line

If a customer desires an additional tap be made to his property, even though his property is already tapped and serviced, he shall pay the regular tap fee and meter deposit before any service is provided.

Service Failure

If for any reason the service tap becomes inoperable and the cause did not originate with the customer, the utility will restore service at no cost to the customer. If this requires a new tap be made and line and meter changes, no tap fee will be charged to the customer.

Leaks-Shut Off Procedure and Billing

Upon notification of the utility by the customer of a leak on the customer's side of the meter, the service will be shut off and then restored upon the request of the customer. The water loss as registered on the meter must be charged to the customer.

Service Shut Off

Whenever service to all customers or customers in a certain section of the system is to be cut off due to repairs, a public announcement will be made in advance as to the date and time the water service will be halted, and the approximate time that service will be restored. In an emergency situation the same type of announcement will be made as soon as possible. If a shut off is imminent for a few customers, they will be notified by other means as to the date and time that service will be temporarily shut off in order that repairs can be made.

Utility Reserves the Right to Shut Off Supply

The utility reserves the right to shut off the supply of water without notice for any of the following reasons: (1) repairs; (2) for want of supply; (3) for interference with any of the utility's meters, equipment, or connections thereto; (4) for failure to comply with the terms of the contract; (5) for violation of any Rules and Regulations.

SCHEDULE OF MISCELLANEOUS CHARGES

Return Check Charge	\$25.00
Reconnect Charge	Water re-connect charge-\$50.00 Electric re-connect charge-\$20.00
Late Payment Charge	Electric and Water 10% of 1st \$3.00-3% of Balance Wastewater, Stormwater, & Trash 10% of total amount