

**MUNICIPAL ELECTRIC SYSTEM
RULES, REGULATIONS & RATES
ORDINANCE
O-2013-08-03**

for the

**VILLAGE OF
NEW KNOXVILLE, OHIO**



**Approved by
New Knoxville Village Council
10/08/2013**

American Municipal Utilities



Your Community Utility Partner

ORDINANCE – O2013-08-03

**ORDINANCE ESTABLISHING
SERVICE RULES, REGULATIONS AND RATES FOR
THE MUNICIPAL ELECTRIC SYSTEM
OF
NEW KNOXVILLE, AUGLAIZE COUNTY, OHIO**

Be It Ordained by the Council of the Village of New Knoxville, Ohio, that the following shall constitute the Service Rules, Regulations and Rates for the Municipal Electric System of New Knoxville, Auglaize County, Ohio.

TABLE OF CONTENTS

SECTION 1 - SERVICES RULES AND REGULATIONS.....	1
SERVICE AREA:	1
DEFINITIONS:.....	1
SPECIAL SERVICE REQUIREMENTS:.....	1
APPLICATION FOR SERVICES:.....	2
APPLICATION REQUIRED FOR EACH LOCATION:	2
DEPOSIT REQUIRED:	2
CREDIT REQUIREMENTS OF CONSUMER:	3
SERVICE MAY BE DENIED PERSONS IN DEBT TO THE VILLAGE:.....	3
MEASUREMENTS OF ELECTRICITY:	3
METER LOCATION:.....	4
BILLS FOR ELECTRIC SERVICE:.....	4
NON-PAYMENT OF BILLS FOR ELECTRIC SERVICE:	5
LANDLORD/TENANT PROVISION:	6
CHANGE OF ADDRESS OF CUSTOMER:.....	7
CHANGE IN TENANCY OR OWNERSHIP:.....	7
ESTIMATED BILLS:.....	7
CONSUMER RESPONSIBLE FOR CHARGES FOR WHOLE CONTRACT PERIOD:	8
VILLAGE DOES NOT GUARANTEE LOWEST RATES:	9
DISCONTINUANCE OF SUPPLY BECAUSE OF FRAUD, LOSS OR DAMAGE:	9
DISCONTINUANCE OF SERVICE DUE TO DANGER:	9
RESPONSIBILITY OF CONSUMER AFTER ELECTRICITY IS DELIVERED:.....	9
CUSTOMERS LIABILITY:.....	10
POINT OF DELIVERY:.....	10
DISCONTINUANCE OF SUPPLY BECAUSE CONSUMER IS VACATING PREMISES:	10
CONSUMER TO PROTECT VILLAGE PROPERTY ON PREMISES:.....	10
ACCESS TO PREMISES:	10
CONTINUITY OF SERVICE:	11
RESALE OF ELECTRICITY PROHIBITED:	11
SERVICE CONTRACT IS NOT TRANSFERABLE:.....	11
NO AGENT CAN MODIFY CONTRACT:	11
CHARGES AND PAYMENT FOR TEMPORARY SERVICE:	12
CONSUMER SHALL NOTIFY VILLAGE OF INCREASE OR DECREASE IN LOAD:	12

RIGHT TO DISCONTINUE SERVICE:	12
LOCATIONS AND ENCLOSURE FOR EQUIPMENT ON CONSUMER'S PREMISES:.....	13
EMERGENCIES AND AUXILIARY SERVICE:	13
USE OF ELECTRIC ENERGY BY CONSUMER:	13
FIRE OR OTHER CASUALTY - CONSUMER'S PREMISES:	14
BILLING FOR FLOOD OR AREA LIGHTING:	14
CONJUNCTIONAL SERVICE AND RESALE:	14
VILLAGE NOT RESPONSIBLE FOR CONSUMER'S APPARATUS:	15
CONSUMER SHALL PAY FOR CHANGES IN VILLAGE FACILITIES:	15
VILLAGE INSPECTION:	15
AVAILABLE SYSTEMS OF DISTRIBUTION:	15
SERVICE INSTALLATIONS - GENERAL:	15
UNDERGROUND SERVICE FROM OVERHEAD SYSTEMS OF DISTRIBUTION:	16
CONSUMER'S SERVICE ENTRANCE AND SERVICE EQUIPMENT:	17
METERS AND METER INSTALLATIONS:	17
INSPECTION:	19
USE AND CHARACTERISTICS OF CONSUMER'S ELECTRICAL DEVICES:	19
EXTENSION OF DISTRIBUTION LINES:	21
RULES AND REGULATIONS MAY BE AMENDED:	21
SECTION II - RATE SCHEDULES AND RATE ADJUSTMENT CLAUSES	22
RESIDENTIAL RATE:	22
GENERAL SERVICE RATE:	23
LARGE POWER RATE:	24
PRIVATE OUTDOOR LIGHTING SERVICE:	26
TRANSITION COST AND GENERATION CHARGE RIDERS:	27
KILOWATT HOUR TAX RIDER:	28
SECTION III – EFFECTIVE DATE OF ORDINANCE	Error! Bookmark not defined.
PROMISSORY NOTE	30

1 **SECTION 1 - SERVICES RULES AND REGULATIONS**

2
3 **SERVICE AREA:**

4
5 Service is available within the corporate area of New Knoxville and outside the corporate area in
6 those sections presently being served by the Village. At its option, the Village may provide service
7 to other unincorporated areas where the Village determines that service is economically feasible.
8

9 **DEFINITIONS:**

10
11 Consumer: As used herein, the word "Consumer" means the customer (person, firm or
12 corporation) using electricity delivered to the premises, building or establishment
13 where used, or for whose account and use such electricity is delivered, and also the
14 owner, occupant, tenant or lessee of the premises, building or establishment.

15 Customer: same definition as used for "Consumer".

16 Landlord: As used herein, the word "Landlord" shall refer to the owner of the structure and/or
17 location where a Consumer is receiving electric service.

18 Month: As used herein, the word "Month" shall mean elapsed time between two successive
19 meter readings, approximately thirty (30) days apart.

20 Utility: As used herein, the word "Utility" shall mean the Village of New Knoxville and its
21 Municipal Electric System or Department.

22 Village: As used herein, the word "Village" refers in each and every case to the Village of
23 New Knoxville and its Municipal Electric System or Department.

24 The singular includes the plural and the plural includes the singular.

25 The masculine, feminine and neuter each include each of the other genders.

26
27 **SPECIAL SERVICE REQUIREMENTS:**

28
29 When the use of electricity is subject to violent fluctuations, as in the case of welders and other
30 equipment, the Consumer, if requested by the Village, shall at his own expense, reasonably limit
31 such fluctuation.
32

33 In the case of welding machines and other equipment of similar characteristics, where the metered
34 maximum demand is not a measure for the capacity required to be installed by the Village to ensure
35 satisfactory service, the Village may provide service under a special service contract which contract
36 shall make adequate allowance for the additional equipment and feeder capacity necessary to
37 service the load in question. Published rates shall not apply to loads with abnormal service
38 requirements when in the opinion of the Village the magnitude of such loads will jeopardize the
39 quality of service rendered to other Consumers.
40

41 Electric melting furnaces are considered as equipment requiring special service arrangements when
42 the maximum instantaneous demand of each furnace or a combination of such furnaces is sufficient
43 to cause unreasonable and/or disturbing voltage fluctuations.
44

45 The Village Administrator is hereby authorized to establish special service charges on a contractual
46 basis for loads requiring capacity in excess of the normally metered maximum demand.

1
2 **CLASSES OF SERVICE:**
3

4 **Residential Rates:** The residential rates are limited to individual residences, single flats and
5 single apartments, and churches with single phase service.
6

7 **General Service Rates:** General Service Rates shall apply to commercial Consumers and also to
8 any Consumer requiring three (3) phase service; or for combined three (3)
9 phase and single phase services where such is required.
10

11 **Large Power Rates:** This rate is available to industrial Consumers requiring three (3) phase
12 service and primary metering.

13 Note: A separate contract between the Village and the Consumer may be
14 required depending on power and service requirements.
15

16 **APPLICATION FOR SERVICES:**
17

18 Before the Village will supply any electric service, the person desiring the same must make
19 application in writing to the Village (on printed forms supplied by it for the purpose), specifying the
20 place or location where service is desired, and agreeing to comply with all the terms, rules and
21 regulations of the Village covering such service and agreeing to pay for the same conformably with
22 the rates of the Village applicable to the class of service desired.
23

24 All applications for service must be accepted in behalf of the Village by its officers or duly
25 authorized agents, and upon such acceptance such application becomes a contract between the
26 Consumer and the Village and binding upon both. The Village will not serve and may refuse to
27 continue to serve any Consumer who refuses to make a proper application to the Village or who
28 refuses to accept service or to continue conformably with the schedule of the Village, which
29 schedule includes not only the rates of the Village, but the rules and regulations governing its
30 service.
31

32 **APPLICATION REQUIRED FOR EACH LOCATION:**
33

34 Consumers desiring service must make a separate application for each location or premises where
35 service is desired. The Village will not serve more than one location, residence, place of business
36 or premises under a single application or contract for service.
37

38 **DEPOSIT REQUIRED:**
39

40 With each application for service, the following deposits are required:
41

- 42 ● \$250.00 "Residential" unit, renter occupied;
43 ● \$300.00 "Residential" unit with electric heat, renter occupied;
44 ● \$400.00 "General Service" or "Large Power" A higher minimum deposit may be required
45 based upon past usage for the building, and/or expected usage. The minimum shall
46 be set by the Village Administrator.

1
2 Owners of Commercial Property: The Utility shall have a reasonable time in which to ascertain that
3 the obligations of the Consumer have been fully performed before returning any deposit. Said
4 deposit shall be credited to the Consumer's account when payments have been made by the due date
5 on twelve (12) consecutive months, unless the Consumer's account has been terminated. Where the
6 account has been terminated, any remaining deposit not used to credit the account shall be directly
7 reimbursed to the Consumer within thirty (30) calendar days.

8
9 Renters of Residential and Commercial Property: The Utility shall have a reasonable time in which
10 to ascertain that the obligations of the Consumer have been fully performed before returning any
11 deposit. When the account ends or terminates, any remaining deposit not used to credit the account
12 shall be directly reimbursed to the Consumer within thirty (30) calendar days.

13
14 No interest shall be paid on deposits.

15
16 **CREDIT REQUIREMENTS OF CONSUMER:**

17
18 The Village shall have the right at any time to require the Consumer to make a reasonable deposit or
19 to give a reasonable safe guaranty to secure payment of its bills for electric service, conformable
20 with the laws of the State of Ohio.

21
22 **SERVICE MAY BE DENIED PERSONS IN DEBT TO THE VILLAGE:**

23
24 The Village reserves the right to refuse to service, and to refuse to continue to serve, persons who
25 are in debt to the Village for service and who have made no arrangements satisfactory to the Village
26 concerning the payment of the amounts owing.

27
28 **MEASUREMENTS OF ELECTRICITY:**

29
30 Electric energy supplied to the Consumer shall be measured by meters or metering equipment
31 suitable for the purpose, supplied, installed and maintained by the Village. The meter readings shall
32 be prima facie evidence of the amount of electricity supplied.

33
34 All meters and metering equipment shall be considered accurate if they register within three
35 percent (3%) fast or three percent (3%) slow. Whenever a meter or metering equipment is found to
36 be inaccurate, it shall be restored to accuracy or shall be replaced by the Village with an accurate
37 meter or metering equipment without expense to the Consumer. Consumers requesting meter
38 checks for accuracy will be billed \$25.00 if the meter is found to be accurate or slow.
39

1 **METER LOCATION:**
2

3 Each Consumer shall provide without charge to the Village a suitable location for the meters and
4 metering equipment to be furnished by the Village, and the Village shall have the right to determine
5 where its meters or metering equipment shall be located on the premises of the Consumer. The
6 meters or metering equipment must be located and installed by the Consumers electric contractor to
7 be easily accessible to the Village's employees or agents, and must be located in a safe place and
8 free from the possibility of danger. Meters will not be set nor allowed in coal cellars nor in place
9 where there is likelihood that they will be damaged. The Village reserves the right to require a
10 relocation of its meters and metering equipment from time to time to effectuate the purposes of this
11 provision of its schedule, and the Consumer shall provide for such relocation on request and at the
12 expense of the Consumer.
13

14 **BILLS FOR ELECTRIC SERVICE:**
15

- 16 (a) Under normal conditions, meters and metering equipment will be read monthly, and a bill
17 based on such readings will be rendered to the Consumer. Bills will indicate the following:
18 ● number of kilowatt-hours (kWh) supplied;
19 ● maximum monthly demand (if applicable);
20 ● the last day on which the bill is payable before a delayed payment penalty will be
21 added;
22 ● the amount of the bill if paid on time;
23 ● the amount of the bill if payment is not paid on time, and the delayed payment penalty
24 is added.
25

26 All bills for service are payable at:

- 27 ● the Village Municipal Building (101 South Main Street);
28 ● at the payment drop box located at the alley just west of the Village Municipal
29 Building;
30 ● by U.S. Mail, addressed to N.K. Department of Utilities, PO Box 246, New Knoxville,
31 OH 45871-0246;
32 ● bills may also be paid by electronic withdrawal from the Consumers checking or
33 savings account upon authorization by the Consumer;
34 ● other places as the Village from time to time may designate.

35 The Village's electric rate schedules provide for the addition of a delayed payment penalty.
36

- 37 (b) The Village may require that meters or metering equipment be read and bills for electric
38 service be paid on a weekly, bi-weekly or other periodic basis when, in its judgment, such a
39 procedure is necessary or desirable. In those cases and during those periods of time when
40 the Village exercises its right to read its meters and metering equipment and render its bills
41 for electricity on other than a monthly basis, all bills for electric service will be computed
42 upon a monthly basis in accordance with the applicable rates for such service, due
43 allowances and adjustments being made on meter readings obtained and adjusted to a
44 monthly basis.
45

- 46 (c) All utility payments shall be applied first to water, then to sewer, then to refuse, then to
47 electricity.
48

1 (d) DISHONORED CHECK CHARGE: Whenever a Consumer pays a bill by check and the
2 check is returned to the Utility by the Consumer's financial institution for lack of sufficient
3 funds in the Consumer's account, the Consumer will be assessed a dishonored check charge
4 of twenty-five dollars (\$25.00) for each check returned.
5

6 (e) The Village will charge and collect, in advance, the sum of twenty dollars (\$20.00) for
7 reconnecting a Consumer's service after service has been disconnected because of non-
8 payment of bill when due and/or for violation of these rules and regulations, except as noted
9 where fraudulent use is involved. If the reconnection is requested and made after regular
10 business hours, the charge shall be fifty dollars (\$50.00).
11

12 **NON-PAYMENT OF BILLS FOR ELECTRIC SERVICE:**
13

14 It is determined that a Consumer is delinquent in rendering payment for service when the billing for
15 service remains unpaid after five (5) business days from the due date. Whenever a Consumer is
16 delinquent in providing payment for service from the due date of the bill, the Utility shall mail a
17 Delinquency Notice to the Consumer (and Landlord/Consumer if applicable).
18

19 The Utility may, after proper and reasonable notice of pending termination of service (not less than
20 ten (10) days), terminate the Consumer's service during normal Utility business hours in compliance
21 with the following conditions:
22

23 (a) No delinquent bill disconnections may be made after 12:30 p.m. on the day preceding a day
24 that all services necessary for the Consumer to arrange and the Utility to perform
25 reconnection are not regularly performed.

26 (b) On the day of termination of service, the Utility will provide the Consumer with a
27 Termination Notice, securely attached in a conspicuous location, prior to termination.

28 (c) Those Utility employees who normally perform the termination of service will be authorized
29 to either:

30 (1) Be able to dispatch an employee to the premises to accept payment, or

31 (2) Be otherwise able to make available to the Consumer means to avoid disconnection.
32 Such employees at the premises shall not be authorized to make extended payment
33 arrangements.
34

35 (d) In conjunction with service to the Consumer of the termination notice provided for herein,
36 the Utility shall advise Consumer of the business address, telephone number, business hours,
37 and a Utility representative to be contacted in the event the Consumer desires to dispute the
38 reasons for such termination and of the Consumer's right to complain or appeal to Council
39 should he or she be dissatisfied with the Utility's reasons for terminating service. Upon
40 request of the Consumer, the Utility shall provide an opportunity for review of the initial
41 decision concerning such dispute.
42

43 (e) The notice of termination sent to the service address (and billing address, if different) shall
44 be in writing, and shall:

45 (1) Identify the amount owed, the date which service may be terminated, and the reason
46 for termination.

- 1 (2) Include an explanation of the payment alternatives available to a Consumer whose
2 account is delinquent (i.e., promissory note Exhibit "A").

3 Termination of service for nonpayment is prohibited without the approval of Council when the
4 termination of service would make operation of necessary medical or life-supporting equipment,
5 known by the Utility to be in service, impossible or impractical. Service shall not be terminated if
6 the Consumer enters into and makes payments in accordance with an extended payment plan.

7
8 If a guarantor is required in order to reestablish service, the guarantor must sign an acknowledgment
9 or willingness to accept the responsibility for payment of the Consumer's bill in case of the
10 Consumer's default.

11
12 **LANDLORD/TENANT PROVISION:**

13
14 The Utility may terminate utility service to individuals whose utility services are included in rental
15 payments and of Consumers residing in master-metered premises owned by Landlord/Consumers, in
16 accordance with the following:

- 17
18 (a) The Utility has provided the notices as required by provisions of these Rules and Regulations.
19 The Utility in its Delinquency Notice must also:
- 20 (1) Summarize the remedies tenants may choose to prevent disconnection or to have
21 service reconnected; and
 - 22 (2) Inform tenants that a list of procedures and forms to prevent disconnection or to have
23 service reconnected are available from the Utility upon request.
- 24 (b) Consumers inquiring in response to the posted notice required in paragraph (a) of this rule
25 shall be informed of the amount due for the current month's service and that by submitting a
26 single payment to the utility in that amount, tenants may prevent disconnection of service.
27
- 28 (c) Payment by tenants equal to or exceeding the Landlord/Consumer's current electric service
29 bill for those premises shall be credited to the appropriate account, provided that the Utility is
30 under no obligation to accept partial payment from individual tenants and may choose to
31 accept only a single payment from a representative acting on behalf of all the tenants.
32
- 33 (d) The Utility shall not disconnect service to master-metered premises when:
- 34 (1) A tenant delivers to the Utility a copy of the written notice signed by fifty
35 percent (50%) or more of the tenants of the occupied dwelling units which notice shall
36 designate the imminent disconnection of utility service (as shown by the disconnection
37 notices received) as a reason for the notice;
 - 38 (2) A tenant informs the Utility in writing of the date of the last day on which rent may be
39 paid before a penalty is assessed or the date on which default on the lease or rental
40 agreement can be claimed; and
 - 41 (3) The tenants who sign the disconnection notice timely invoke the remedies provided
42 below:
 - 43 (a) Deposit all rent that is due and thereafter becomes due to the landlord, with the
44 clerk of the municipal or county court having jurisdiction; and
 - 45 (b) Apply to the court for an order to use the rent deposited to remedy the
46 condition or conditions specified in the tenant's notice to the landlord
47 (including but not necessarily limited to payment to the Utility rendering the
48 disconnection notice).

1 (e) If service has been terminated to Consumers whose utility services are included in rental
2 payments or who are residing in master-metered premises, the Utility shall inform the
3 Consumers upon their inquiry that service will be reconnected upon payment of the amount
4 due for the current month's service plus any reconnection charge if such payment is made
5 within fourteen days of termination, and that service will continue so long as payment for each
6 month's service (based upon actual or estimated consumption) is made by the tenant's
7 representative by the due date of the bill thereof. If the Consumers choose to have their
8 service reconnected by paying the current month's bill and payment is not made by the due
9 date each month, the Utility shall post the notice in a conspicuous location on the premises and
10 make a good faith effort by mail or otherwise, to notify each household unit of a multi-unit
11 dwelling or tenant receiving service in the master-metered premises of the impending service
12 termination. The Utility shall not be required to reconnect service pursuant to this paragraph
13 where the landlord resides on the premises.
14

15 (f) Concurrent with the effective date of this rule, the Landlord/Consumer must be the designated
16 Consumer on all new applications accepted by the utility for service to residential
17 master-metered premises. Utility acceptance of new applications for service to
18 master-metered premises requires the designated Landlord/Consumer to provide to the Utility
19 an accurate list specifying the individual mailing addresses of each unit served at the
20 master-metered premises. The Landlord/Consumer in a timely fashion must update such list.
21

22 **CHANGE OF ADDRESS OF CUSTOMER:**

23
24 When a Consumer changes his address, he shall give notice of his intent to do so to the Utility prior to
25 the date of change. The Consumer shall be responsible for all service supplied to the former premises
26 until such notice has been received and the Utility has had a reasonable time, but not less than three (3)
27 regular business days, to discontinue service.
28

29 **CHANGE IN TENANCY OR OWNERSHIP:**

30
31 At such time the Utility is notified of a change of tenancy or ownership, the Utility shall make a final
32 meter reading. A final bill shall be prepared and mailed at the same time normal monthly billings are
33 processed (typically the first day of the next month). The former Consumer is responsible for all service
34 supplied to the premises until such notice has been received and the Utility has had a reasonable time to
35 make a final meter reading. Reasonable time is defined as being three (3) regular business days.
36

37 **ESTIMATED BILLS:**

38
39 In the event the Village's meter or metering equipment fails to properly register the electricity
40 supplied during any month or other period of time, the Village will estimate the number of kilowatt-
41 hours or the kilowatt-hours and the maximum demand of the electricity supplied during the period
42 in question, having due regard to the use which the Consumer made of the electricity supplied to
43 him during such period, and the Consumer will be billed by the Village accordingly. The Consumer
44 may, if he wishes, present any information or data within his knowledge on the subject, but if no
45 objection is made to the Village with five (5) days from the date of rendition of such estimated bill,
46 then it shall become an account stated and be due and payable within the time provided and as
47 stated on such bill.
48

1 Whenever the Utility has overcharged any Consumer as the result of a meter or metering inaccuracy
2 or other continuing problem under its control, the Utility will, for the period of time that incorrect
3 billings can be established, adjust the meter readings and billings to reflect available information
4 concerning the actual use by the Consumer. The reimbursement of overcharges shall take the form
5 of a credit to the Consumer's account or by direct payment to the Consumer, at the Consumer's
6 direction.

7
8 Except as provided below, any underpayment as a result of a meter or metering inaccuracy, or other
9 continuing problem, will be billed to the Consumer. The Utility will, at the Consumer's request,
10 attempt to arrange a reasonable payment schedule in the event of underpayment. Should the
11 amount of the adjustment be under the dispute resolution process, the Utility shall continue to
12 supply service and the Consumer shall continue to pay all amounts billed until the dispute is
13 resolved.

14
15 Whenever the Utility has undercharged any Consumer as the result of a meter or metering
16 inaccuracy or other continuing problem under its control, the Utility may only bill the Consumer for
17 the amount of the unmetered electricity rendered in the three hundred sixty-five (365) days
18 immediately prior to the date the Utility remedies the meter inaccuracy. The Utility, in the first bill
19 to collect the amount for unmetered electric service, shall state the entire amount that it seeks to
20 collect. The maximum portion of the undercharge for unmetered electricity rendered that may be
21 recovered from the Consumer in any billing month shall be determined by dividing the amount of
22 the undercharge by twelve (12) (or the corresponding number of adjustable months) and the
23 quotient is the maximum portion of the undercharge that the Utility may recover from the Consumer
24 in any billing month, in addition to either regular monthly charges of any type or regular level
25 payment amounts billed in accordance with an agreement between the Consumer and the company.
26 The time period over which the undercharge may be billed shall be twelve (12) (or the
27 corresponding number of adjustable months) consecutive months.

28
29 The Utility shall not recover any interest charge, service charge, or fee, whether or not a percentage
30 is utilized for its computation, for the portion of billings due to incorrect meter readings as provided
31 for under this section.

32
33 Nothing in this section shall be construed to prevent the Consumer from paying an undercharge or
34 any portion thereof in a time shorter than that stated in this section. Nothing in this section shall be
35 construed to prevent the Utility from collecting an undercharge or any portion thereof in a time
36 longer than that stated in this section.

37
38 **CONSUMER RESPONSIBLE FOR CHARGES FOR WHOLE CONTRACT PERIOD:**

39
40 The various rate pages of this schedule provide a minimum period during which service will be
41 received and supplied, and that service will be received and supplied beyond such minimum period
42 unless the contract is terminated by written notice from either party a specified number of days in
43 advance of the date of termination. Each Consumer shall be responsible for all charges (including
44 minimum monthly charges) computed in accordance with the applicable rates until the end of the
45 contract period, as defined in said rate pages.

1 **VILLAGE DOES NOT GUARANTEE LOWEST RATES:**

2
3 Copies of all rates schedules are available at the Village’s business offices and are open to public
4 inspection during business hours. Where the Consumer can meet the requirements of more than one
5 rate schedule, the Consumer shall select the rate schedule upon which his application or contract for
6 service shall be based. The Village, at the request of the Consumer, will make an investigation to
7 determine whether the rate under which he is billed is the most advantageous, but does not
8 guarantee that the Consumer will be served under the most favorable rate at all time, and will not be
9 responsible for notifying the Consumer of the most advantageous rate.

10
11 **DISCONTINUANCE OF SUPPLY BECAUSE OF FRAUD, LOSS OR DAMAGE:**

12
13 In the event the Consumer resorts to any fraudulent practice in the use of electricity supplied, or is
14 the beneficiary of any fraudulent practice of the Village’s meter, metering equipment or property
15 has been damaged due to fault or negligence on the part of the Consumer, his servants or agents, the
16 Village will discontinue its electric service without notice.

17
18 Service will not be restored or resumed until the Consumer shall have given satisfactory assurance
19 that such fraudulent use, tampering, damage or negligence will be discontinued, and shall have paid
20 to the Village an amount estimated by the Village to be reasonable compensation for electricity
21 fraudulently used and not paid for, and any damage to property of the Village, plus the sum of
22 Twenty-five Dollars (\$25.00) as a reconnection charge.

23
24 **DISCONTINUANCE OF SERVICE DUE TO DANGER:**

25
26 The authorized agents of the Village at all reasonable times shall have free access to the premises in
27 which electricity is used to determine whether the electricity is being distributed and used in a safe
28 manner and in accordance with these rules and regulations.

29
30 The Village reserves to itself the right to discontinue without advance notice the supply of
31 electricity to any Consumer where a dangerous condition is discovered to exist on the Consumer’s
32 premises or where, because of conditions beyond the Consumer’s premises or where, because of
33 conditions beyond the Consumer’s premises, such discontinuance of the supply of electricity
34 reasonably necessary. Service will not be restored until such dangerous condition or conditions
35 shall have been corrected.

36
37 **RESPONSIBILITY OF CONSUMER AFTER ELECTRICITY IS DELIVERED:**

38
39 The Consumer shall install, provide, operate and maintain the service entrance wiring and all other
40 wiring, appliances and devices necessary to receive the electricity supplied from and after the point
41 of delivery, except such equipment necessary for metering purposes and other devices owned and
42 maintained by the Village; and, the Consumer shall also provide, install, operate and maintain all
43 appliances and devices necessary to utilize the electricity supplied. The Village will not be
44 responsible in damages, or otherwise, for any injuries to person or property arising from, caused by,
45 or incident to the failure on the part of the Consumer to properly install, operate or maintain any
46 wiring, appliances or devices after the point of delivery, or for any defects therein.

1 **CUSTOMERS LIABILITY:**

2
3 In the event of loss or injury to the property of the Utility through misuse by, or the negligence of,
4 the Consumer or agents of the same, the Consumer thereof shall pay the cost of the necessary
5 repairs or replacement to the Utility. No one except the agents of the Utility shall be allowed to
6 make any internal or external adjustments of any meter or other piece of apparatus, which shall be
7 the property of the Utility. The Utility shall have the right at all reasonable hours to enter the
8 premises of the Consumer for the purpose of installing, reading, removing, testing, replacing or
9 otherwise disposing of its apparatus and property, and the right of entire removal of the Utility's
10 property in the event of the termination of service for any cause.

11
12 No Consumer shall attach or use any appliance, which may result in the altering of service provided
13 through the Utility's lines. Without prior approval from the Utility, no Consumer shall attach or use any
14 appliance or device, which will increase, decrease, or otherwise alter service provided through the
15 Utility's lines to such extent as to interfere at any time with continuous service to other Consumers.

16
17 **POINT OF DELIVERY:**

18
19 The point of delivery of electricity supplied by the Village, unless otherwise specified by special
20 contract or by specific rate pages in the schedule, shall be at the point of connection of the Village's
21 supply lines with the service entrance wires of the Consumer, or the point where the electricity
22 supplied by the Village enters the facilities (conductors) of the Consumer (public right-of-way,
23 typically the street, alley, or dedicated public easement).

24
25 **DISCONTINUANCE OF SUPPLY BECAUSE CONSUMER IS VACATING PREMISES:**

26
27 Any residential or commercial Consumer who desires a discontinuance of the supply of electricity
28 because he is vacating the premises or is moving to another location, or for any other reason, shall
29 give at least seventy-two (72) hours advance notice to the Village of such desire and shall be liable
30 for all electricity supplied the premises to be vacated until seventy-two (72) hours after such notice
31 is received by the Village. Notice to a meter reader will not be considered proper notice.

32
33 **CONSUMER TO PROTECT VILLAGE PROPERTY ON PREMISES:**

34
35 All equipment furnished by the Village shall remain its property, and the wiring system on the
36 premises of the Consumer to which the Village's service is to be connected shall be so installed that
37 the Village may carry out the contract and shall be kept in proper condition by the Consumer.

38
39 **ACCESS TO PREMISES:**

40
41 The duly authorized agents of the Village shall have the right and privilege to enter the Consumer's
42 premises at all reasonable hours for the purpose of reading meters, inspecting the Consumer's wiring
43 system and for the purpose of installing, inspecting, keeping in repair and for removal of any or all
44 of the Village's equipment used in connection with the supply of electricity.

45
46 Neither the Utility nor its agents or employees shall enter into the interior of any structures on the
47 premises of a Consumer without the express permission of such Consumer except in cases of
48 emergency. Any agent or employee seeking entrance into or upon the premises of a Consumer shall

1 have and show symbols of identification. Any agent or employee seeking entrance to the interior of
2 any structures on the premises shall advise the owner or occupant as to his purpose in doing so.

3
4 **CONTINUITY OF SERVICE:**

- 5
6 (a) The Village will endeavor to supply electricity continuously and without interruption, and
7 under all reasonable and normal conditions of operation to maintain the range of voltage
8 and frequency of electricity supplied within reasonable limits. The Village shall not be
9 responsible in damages or otherwise for any failure to supply electricity, or for any
10 interruption of the supply or for variations in voltage and frequency or phase reversals,
11 when such failure, interruption or variation is due to any cause beyond its control.
12
13 (b) The Village shall not be liable for damages or loss which the Consumer may sustain due to
14 any interruptions of supply, variations in voltage or frequency, or phase reversals resulting
15 from the use or characteristics of electric appliances of the Consumer or other Consumers
16 supplied by the Village.
17
18 (c) The Village shall not be liable for any damage or loss which the Consumer may sustain
19 due to interruptions of service, variations in service characteristics, phase reversals or any
20 other cause, when such interruptions, variations, or phase reversals are attributable in
21 whole or in part to the inability or failure of the Village to render service of the character
22 or in the quantity desired due to orders or regulations issued by any governmental
23 authority.
24

25 **RESALE OF ELECTRICITY PROHIBITED:**

26
27 The electric energy furnished is for the personal use of the Consumer and the Consumer shall not
28 sell any of such electric energy to any other person without the written consent of the Village, and
29 for violation of this condition the Village may remove its meter and equipment, and discontinue
30 service without notice. The renting of premises with the cost of service included in the rental as an
31 incidence of tenancy will not be considered a resale of such services.
32

33 **SERVICE CONTRACT IS NOT TRANSFERABLE:**

34
35 The contract between the Consumer and the Village covering the supply of electricity is not
36 transferable to any other person, and no agent of the Village has the authority to consent in writing,
37 or otherwise, to such transfer. Every prospective Consumer desiring electric service must make an
38 application to the Village for such service, and upon its acceptance by a properly authorized agent
39 of the Village, service will be supplied.
40

41 **NO AGENT CAN MODIFY CONTRACT:**

42
43 No agent has the right to amend, modify or alter the application, contract rates, terms, conditions,
44 rules or regulations as prepared and published by the Village.
45

1 **CHARGES AND PAYMENT FOR TEMPORARY SERVICE:**

2
3 Any applicant desiring temporary service shall pay the entire cost (material & labor) of installation
4 of facilities necessary to furnish such temporary service and also the entire cost of disconnecting
5 and removing the same. A minimum fee of Fifty Dollars (\$50.00) is required with application. The
6 balance shall be paid at time of permanent hook-up. The Utility may, at its option, require that the
7 Consumer deposit with the Utility a sum equal to the Utility's estimate of the cost to be incurred by
8 it for temporary service.
9

10 **CONSUMER SHALL NOTIFY VILLAGE OF INCREASE OR DECREASE IN LOAD:**

11
12 The service connections, transformers, meter and appliances supplied by the Village for each
13 Consumer have a definite capacity, therefore, the Consumer shall notify the Village promptly of any
14 material increase or decrease in the load connected or of any material change in his wiring
15 installation.
16

17 **RIGHT TO DISCONTINUE SERVICE:**

18
19 The Village reserves the right to discontinue its service and disconnect its lines and/or remove its
20 property for any of the following reasons:

- 21 (a) For repairs.
22 (b) For non-payment of bills when due.
23 (c) For any fraudulent representation or concealment in relation to consumption or use of
24 electric energy.
25 (d) For violation of or refusal to comply with any of the General Rules and Regulations
26 applying at any time to Consumer's service.
27 (e) In the event the Consumer uses electricity in a manner detrimental to the service in
28 general or in his immediate locality.
29 (f) When made incompatible, unreasonable or unlawful by any ordinances of this
30 municipality, laws of the State of Ohio, or of the Federal Government or any of its
31 agencies.
32 (g) To prevent any unlawful discrimination in rates or service.
33 (h) When the Consumer has moved from the premises.
34 (i) For tampering with the Village's meter or meter connections, or to safeguard the
35 Village's property from damage or further damage.
36 (j) For reasons of safety.
37 (k) For any violation of the contract.
38

39 And the reasons hereinabove set forth shall be in addition to the specific reasons contained
40 elsewhere in the Village's rules and regulations.
41

1 **LOCATIONS AND ENCLOSURE FOR EQUIPMENT ON CONSUMER'S PREMISES:**
2

3 Where, because of the physical location of the Consumer's premises and the nature of the
4 Consumer's load, it is necessary that transformers and other facilities be installed on the premises of
5 the Consumers, the Consumer shall furnish such vaults and enclosures and fencing as may be
6 necessary or desirable so as to permit the installation of such equipment on the premises of the
7 Consumer.
8

9 **EMERGENCIES AND AUXILIARY SERVICE:**
10

11 When energy for light and power purposes is provided by a Consumer from a source other than that
12 furnished by the Village, the Consumer shall have the privilege of using the Village's electric
13 service as an auxiliary source or supply under the following conditions:

- 14 (a) For auxiliary or break-down service, the Consumer shall furnish and install suitable
15 throw-over equipment between the Village's meter and the Consumer's load, such throw-
16 over equipment to be connected and arranged so that the load can be transferred from the
17 Consumer's independent source of supply to the Village's service. Such throw-over
18 equipment shall be subject to the approval of the Village.
- 19 (b) Consumers providing a supply of power from an isolated power plant or other source of
20 power than that provided by the Village shall not operate such source of power in
21 parallel with the Village's service because of possible hazard to both the Consumer's and
22 the Village's equipment; however, in special cases, where in the opinion of the Village
23 such source of supply is of the proper type and so operated as not to jeopardize the
24 Village's system or service, the Village may grant permission for such parallel operation,
25 provided such method of operation is covered by a special contract covering such
26 conditions.
27

28 **USE OF ELECTRIC ENERGY BY CONSUMER:**
29

30 The rates for electric energy provided herein are classified by the character of use of such energy.
31 The use of any devices or apparatus where the form of energy supplied by the Village is altered for
32 the benefit or convenience of the Consumer shall not entitle him to any other rate than is called for
33 by the ultimate use of the energy supplied. Under this rule, Consumers who may install motor
34 generator sets or other converting equipment for the specific purpose of transforming or converting
35 current from one form to another for lighting purposes, shall not be entitled to power rates.
36

37 With particular reference to power Consumers, it shall be understood that upon the expiration of a
38 contract, the Consumer may elect to renew contract upon the same or another rate published by the
39 Village applicable in the place in which the Consumer may reside or operate, and available to the
40 Consumer, except that in no case shall the Village be required to maintain equipment different from
41 or in addition to that generally furnished to other Consumers receiving electrical supply under the
42 terms of the rate elected by the Consumer.
43

1 The Consumer shall install only motors, apparatus or appliances or devices Which are suitable for
2 operation with the character of the service available or supplied by the Village, and which shall not
3 be detrimental to same, and the electric power must not be used in such a manner as to cause
4 unprovided for voltage fluctuations or disturbances in the Village's transmission or distribution
5 system. The Village shall be the sole judge as to the suitability of apparatus or appliances to be
6 connected to its lines, and, also, as to whether the operation of such apparatus or appliances will be
7 detrimental to its general service.

8
9 All apparatus used by the Consumer shall be of such type as to secure the highest practicable
10 commercial efficiency and power factor and the proper balancing of load. Motors which are
11 frequently started; or motors arranged for automatic control must, be of a type to give necessary; at
12 its starting torque with minimum current flow, and must be of a type, and equipped with controlling
13 devices, approved by the Village.

14
15 In case of violation of the above rules, service may be discontinued by the Village until such time as
16 the Consumer's use of the electric energy furnished hereunder shall conform to these regulations.
17 Such suspension of service by the Village shall not operate as a cancellation of the contract.

18
19 **FIRE OR OTHER CASUALTY - CONSUMER'S PREMISES:**

20
21 In case a fire or other casualty shall occur in the Consumer's premises, rendering them wholly unfit
22 for the purposes of the Consumer's business, the contract shall thereupon be suspended until such
23 time as the premises shall have been reconstructed and reoccupied by the Consumer for the purpose
24 of his business.

25
26 **BILLING FOR FLOOD OR AREA LIGHTING:**

27
28 When a Consumer desires to flood-light his premises and it is necessary that the flood-lighting
29 equipment be so located that it is not practicable to physically connect such equipment to the
30 Consumer's regular service facilities, the Consumer's flood-lighting demand and consumption will
31 be combined for billing purposes with his normal lighting service requirements for the premises so
32 flood lighted, unless such lighting is provided on a monthly charge basis in accordance with
33 published rates.

34
35 **CONJUNCTIONAL SERVICE AND RESALE:**

36
37 Electricity supplied by the Village is for the exclusive use of the Consumer on the premises to
38 which such energy is delivered by the Village. In no case may service be shared with another, sold
39 to another, or transmitted off the premises.

40
41 Where an industrial or commercial Consumer's establishment contains two or more buildings, and
42 such buildings are separated by street, alley, or railroad right-of-way, and there is no other
43 intervening property under separate ownership and operation, the Consumer, at his own expense
44 and responsibility and subject to the approval of the Village, may inter-connect such buildings so as
45 to permit the Consumer to receive energy for the operation and maintenance of his establishment
46 from one point of delivery with one point of measurement. The privilege herein granted is not
47 transferable and automatically terminates if and when the buildings cease to be a Part of a single
48 establishment or are separately owned and operated.

1 **VILLAGE NOT RESPONSIBLE FOR CONSUMER'S APPARATUS:**

2
3 Neither by inspections nor the rendering of emergency or advisory service does the Village give any
4 warranty, expressed or implied, as to the adequacy, safety or other characteristics of any equipment,
5 wires, appliances or devices owned or maintained by the Consumer.
6

7 **CONSUMER SHALL PAY FOR CHANGES IN VILLAGE FACILITIES:**

8
9 Whenever the Village shall make changes in its overhead system of poles and wires or its
10 underground system to permit work to be done by contractors or others, or for the convenience of
11 the Consumer, the cost of the changes shall be paid by the party requiring same.
12

13 **VILLAGE INSPECTION:**

14
15 The Village may, upon its own initiative, inspect Consumer's wiring in order to ensure itself that
16 safe methods of construction have been followed. Such inspections, being for its own benefit and
17 information, the Village does not thereby assume any responsibility for the performance of such
18 Consumer wiring installations.
19

20 **AVAILABLE SYSTEMS OF DISTRIBUTION:**

- 21
22 (a) ALTERNATING CURRENT, 60 hertz is available throughout all territory served.
23 Services of the following characteristics are supplied by the Village according to the
24 location of the Consumer and the nature of the load:
- 25 1. For light and incidental power, 60 hertz, single phase, 2 or 3 wire, at
26 approximately 120/240 volts.
 - 27 2. For limited power, 60 hertz, single phase, 2 wire, at approximately 120 or 240
28 volts.
 - 29 3. For power, 60 hertz, three phase, 3 or 4 wire at approximately 240 or 480 volts.
 - 30 4. For power, 60 hertz, three phase, 4 wire, at approximately 120/208 volts.
 - 31 5. 60 hertz, three phase, may, when necessary, be supplied at higher voltages.
32 Information regarding this class of service may be obtained from the Village.
- 33 (b) The several rate pages of this schedule contain provisions as to the applicability of
34 the rate and the character of service available to Consumers.
35

36 **SERVICE INSTALLATIONS - GENERAL:**

37
38 The Consumer assumes all responsibility for property owned by the Consumer on Consumer's side
39 of the point of delivery, for the service supplied or taken, as well as for the installation of appliances
40 used in conjunction therewith, and will save the Utility harmless from and against all claims for
41 injury or damage to persons or property occasioned by or in anyway resulting from such service or
42 the use thereof on the Consumer's side of the point of delivery.
43

44 It is the intention of the Village that all new electric lines and modified or updated electric lines
45 installed after the enactment of this ordinance from the point of delivery for a Consumer shall be
46 installed underground. The electric connection policy is as follows:

- 1 1. The Consumer is responsible for all wiring from the Consumers building to the Village's
- 2 service connection at the public right-of-way, typically the street, alley, or dedicated
- 3 public easement.
- 4 2. The Village supplies a 200 amp meter base which is installed by the Consumer at a
- 5 location acceptable to Village. The Consumer is responsible for the cost of any meter
- 6 base in excess of 200 amps.
- 7 3. The Village connects secondary wiring to transformer.
- 8 4. For any new or replacement, the Consumer will pay all expenses associated therewith.
- 9 5. The Village will make the final connections of Consumer's wiring to its supply
- 10 conductors, and will not permit-unauthorized connections.
- 11 6. The Village reserves the right to install service facilities; which, in its judgment, are
- 12 adequate to supply the Consumer's active load.
- 13 7. All residential service installed shall be at a minimum of 200 AMP.
- 14

15 The Village will review each individual case to determine which method should be used to best
16 serve the Consumer. Cost factors and maintaining an inventory of backup transformers will be
17 looked at in order to keep the cost down both for the Consumer and the Village.

18
19
20 **UNDERGROUND SERVICE FROM OVERHEAD SYSTEMS OF DISTRIBUTION:**

21
22 All service raceways and service conductors shall be furnished and installed by the Consumer from
23 the service equipment and meter in the building to a location designated by the Village and shall
24 make arrangements for the Village to supervise the installation of the raceway and cable. The
25 Consumer is also responsible for the protective "U" mold, mounting hardware and ground rods. All
26 materials must meet Village requirements and if Consumer desires may be purchased from the
27 Village. The Village supplies the meter base, which is installed by the Consumer at a location that
28 is acceptable to the Village. The Village connects the secondary wiring to the transformer.

29
30 The Consumer is responsible for all future costs or repair and replacement of any defective
31 underground secondary wiring.

32
33 For underground services, the Consumer shall provide the trench, cut to a depth of 30 inches
34 minimum, for secondary service wire to be placed. Consumers desiring underground services shall
35 meet 200 amp service drop capacity with disconnect and protection devices for same. The
36 Consumer will provide wire for 200 amps, as a standard for residential services. Larger facilities
37 may be provided when necessary at the sole cost to the Consumer. The Consumer shall provide
38 Schedule 40, 3 or 4 inch conduit for under driveways, sidewalks, concrete slabs, etc., for the
39 installation and shall be placed in same when practical. All other conduit shall be supplied by the
40 Consumer and shall be at a minimum 3 or 4 inch, 1/32 inch thick tubing. The Utility shall provide
41 the meter and the meter pedestal for the installation and the Consumer shall provide all other
42 hardware and material.

43
44 On certain specific installations, the Utility reserves the right to provide underground primary
45 service to a pad type transformer, at a nearer location, to provide needed requirements. On such
46 cases the Utility may require the Consumer to provide the trench for said cable, cut to a depth of not
47 less than 36 inches minimum.

1 **CONSUMER'S SERVICE ENTRANCE AND SERVICE EQUIPMENT:**

- 2
- 3 (a) The Village shall be consulted as to whether the Consumer's load will be supplied by
- 4 2-wire, 3-wire, or 4-wire service.
- 5 (b) In general, all outdoor lighting installations must be 3-wire service with a 100
- 6 ampere switch and fully comply with all applicable codes.
- 7 (c) Service switches connected directly to the supply-conductors of the network
- 8 secondary system of distribution shall not be less than 200 ampere rated capacity.
- 9 (d) Unmetered conductors will not be permitted in any raceway, pullbox, distribution
- 10 cabinet, or similar device containing metered conductors.
- 11 (e) The Village reserves the right to restrict the use of certain fittings and cabinets in
- 12 raceways containing unmetered conductors.
- 13 (f) The Village reserves the right to seal all cabinets, pullboxes, raceways, and fittings
- 14 containing unmetered conductors and, in certain cases, such equipment containing
- 15 metered conductors.
- 16 (g) The type of service equipment to be installed shall be subject to the approval of the
- 17 Village.
- 18 (h) The connection of the grounding conductor shall be made at the Consumer's service
- 19 equipment.
- 20 (i) The Consumer shall furnish and install circuit breakers of approved type in the
- 21 service equipment and distribution circuits.
- 22 (j) Fault current protections shall be provided and installed by Consumer when required.
- 23

24 **METERS AND METER INSTALLATIONS:**

- 25
- 26 (a) The Village will furnish only one meter or one unified set of meters for one class of
- 27 service. All new single phase residential meters shall be 3-wire.
- 28 (b) Meters will be furnished by the Village to measure the energy supplied under its
- 29 standard contracts.
- 30 (c) All meters and meter installation equipment will be sealed by the Village. Breaking
- 31 of the Village's seals by unauthorized persons will not be permitted.
- 32 (d) The type of meter installation will be determined by the size and character of the
- 33 Consumer's load, its location, and the kind of service to be supplied.
- 34 (e) On all commercial and large power installations and grouped meter installations, or
- 35 where unusual conditions exist, the Village shall be consulted and will determine the
- 36 type and arrangement of the service equipment and metering equipment to be
- 37 installed.
- 38 (f) Consumer's wiring shall be so arranged as to permit the installation of the Village's
- 39 meters and metering equipment required under the particular rate applicable to
- 40 service rendered.
- 41 (g) The meter shall be located and installed by the Consumer's electric contractor as near
- 42 to the point of entrance of service as reasonably possible, and its location shall be
- 43 subject to the approval of the Village.

- 1 (h) All meters must be at an outdoor location and must be accessible to the Village's
2 employees at all reasonable times.
- 3 (i) Meters shall not be placed on trailers, portable houses, or any building not on a
4 permanent foundation. Exceptions may be made by the Village when service is
5 supplied for construction work.
- 6 (j) Where two or more Consumers, occupying the same building, are served by separate
7 meters, and a suitable location readily accessible to all Consumers is available, all
8 meters shall be grouped together.
- 9 (k) Where meters are grouped together, each service switch shall be plainly marked by
10 the contractor to indicate exactly the portion of the building supplied before service
11 is established.
- 12 (l) Where two or more Consumers, occupying the same building, are served by separate
13 meters, and where no suitable location readily accessible to all Consumers is
14 available, the meters and service equipment shall be placed in their respective
15 subdivisions, and separate entrance facilities shall be provided and terminated at a
16 common location for connection to one set of supply conductors.
- 17 (m) Consumer's metered service conductors, from the meter to the service equipment,
18 shall be installed only in their respective subdivision, unless these conductors are
19 enclosed in continuous rigid metal conduit, or are accessible at all times to the
20 Consumer supplied by them.
- 21 (n) On all new and reconstructed alternating current service installations, the meter shall
22 be connected on the supply side of the Consumer's service equipment.
- 23 (o) For all new and reconstructed alternating current service installations, weatherproof
24 meter enclosures, meter panels, and associated meter installation equipment will be
25 furnished by the Village, but shall be installed by the Consumer.
- 26 (p) Instrument transformers, where required for service installations metered at
27 secondary voltages, will be furnished and connected by the Village but shall be
28 installed by and at the expense of the Consumer.
- 29 (q) In general, the meter-board, service equipment and meter installation equipment
30 shall be arranged so that the top of the meter will be not more than sixty-six (66)
31 inches, nor less than forty-two (42) inches, from the floor or ground line. Exceptions
32 may be made where this requirement is impracticable.
- 33 (r) Metal cabinets to enclose instrument transformers or shunts shall be furnished by and
34 at the expense of the Consumer.
- 35 (s) Where meter service switches are required, they shall be furnished and installed by
36 and at the expense of the Consumer.
- 37 (t) Network autotransformers, where required for power installations, shall be furnished
38 and installed by the Consumer.
- 39

1 **INSPECTION:**

2
3 All Consumer's wiring, appliances and devices connected directly or indirectly to the Village's
4 service facilities shall be installed to comply with the provisions of applicable Federal, State, and
5 Municipal codes and to comply with the provisions of the National Electric Code, and shall at all
6 times comply with these General Service Rules and Regulations, in effect at the time the installation
7 is made. The Consumer shall provide satisfactory evidence to the Village of compliance with the
8 above provisions, and the Village will refuse to serve any new installation not meeting such
9 requirements.

10
11 **USE AND CHARACTERISTICS OF CONSUMER'S ELECTRICAL DEVICES:**

12
13 (a) Single Phase Motors: Motors of less than one (1) horsepower may be operated on
14 120 volt, single phase service, provided that the operation of any such motor does
15 not cause objectionable voltage regulation. Motors of one (1) horsepower, and not
16 more than five (5) horsepower, shall be operated on 240 volt, single phase service,
17 except where three phase service is available on the Consumer's premises.

18 Motors of one and one-half (1-1/2) horsepower and smaller may be operated on
19 120 volt, single phase service supplied from a three phase, 4-wire secondary system
20 of distribution of the Village with specific approval.

21 Motors larger than five (5) horsepower may be operated on 208 or 240 volt, single
22 phase service only upon specific approval being obtained from the Village.

23 (b) Three Phase Motors: All motors above five (5) horsepower shall be three phase
24 unless specific approval has been obtained from the Village for single phase
25 operation.

26 Motors from five (5) horsepower to fifty (50) horsepower shall be equipped with
27 starting devices approved by the Village.

28 When the installation of motors, fifty (50) horsepower and above, is contemplated,
29 inquiry shall be made by the Consumer regarding the capacity to serve the type of
30 motor to be installed, and the type of starting devices which will be required and
31 approved by the Village.

32 (c) Three phase service shall be furnished for a Consumer's use when the total power
33 load exceeds twenty (20) horsepower and the largest motor is five (5) horsepower,
34 provided that three phase service is reasonably available and it is economically
35 possible to extend such service to the Consumer.

36 Three phase service will not be furnished for power loads less than twenty (20)
37 horsepower except upon approval of the Village and, further, upon agreement that
38 the Consumer will bear the expense of same.

39 (d) Miscellaneous Power Apparatus: Electric welders, furnaces and similar equipment
40 shall not be connected to the Village's lines without the written approval of the
41 Village.

42 Consumers contemplating the installation of motion-picture apparatus, x-ray
43 machines, or other special equipment, should consult the Village regarding service.

- 1 (e) Miscellaneous Equipment: In general, all miscellaneous equipment, including heat,
2 battery charging, special type of lighting, etc., may be operated at 120 volts,
3 provided the total connected load does not exceed 2 kVA, except radio transmitting
4 equipment, which shall not exceed 1 kVA demand. Where the load exceeds 2 kVA,
5 it should be connected for operation at 240 volts, (or 208 volts), whichever is
6 available.
- 7 Infrared heating equipment may be operated on a power service, metered single or
8 three phase, whichever is available, and at the proper power voltage. When this
9 equipment is operated on three phase, the load should be equally balanced on the
10 three phases.
- 11 (f) Electric Ranges, Ovens and Heating Appliances: Electric ranges and heating
12 appliances for residential use shall be connected to the regular lighting service.
13 Where the aggregate rating of the ranges and appliances is not more than 2-kW, such
14 equipment may be operated at 120 volts. Where the aggregate rating of the heating
15 units exceeds 2-kW, such equipment will be wired for 3-wire, 120-240 volts
16 operation and the load shall be evenly balanced on the 3-wire service. Details
17 concerning service and method of metering on all commercial installations for the
18 above appliances shall be obtained from the Village before such equipment is
19 installed.
- 20 Where the air conditioning motor, or motors, are designed to cycle, satisfactory
21 resistance type starters, subject to the approval of the Village, shall be installed to
22 minimize voltage disturbance when such equipment cycles. Where the air
23 conditioning equipment is designed for non-cycling operation of the motor, or
24 motors, and the compressor loads and unloads automatically, no auxiliary resistance
25 type of starting will be required.
- 26 (g) The Village reserves the right at any time to inspect and test all motors and other
27 devices and apparatus owned by the Consumer and which are, or may be, connected
28 to the Village's lines.
- 29 (h) The Village reserves the right to require the Consumer to install at his expense such
30 wiring and equipment as may be necessary to prevent undue interference with the
31 Village's service to other Consumers.
- 32 (i) No radio, wireless telegraph or wireless telephone or television antennae may be
33 connected to the Village's lines, poles, cross-arms, structures and other facilities, nor
34 shall attachments of any type be made to Village property without prior approval of
35 the Village.
36

1 **EXTENSION OF DISTRIBUTION LINES:**

2
3 The Utility will extend its distribution lines on any dedicated street or highway without cost up to
4 but not more than, a distance of one hundred (100) feet for each applicant. Upon application for a
5 service extension of line in excess of one hundred (100) feet for each Applicant, the Utility may
6 enter into a line extension agreement providing for a deposit with the Utility of a sum deemed
7 adequate by the Utility to cover the cost to be incurred by it for that portion of the extension in
8 excess of the footages which the Utility will construct without cost to the applicant. The amount of
9 deposit shall be determined by multiplying the excess footage as herein above determined by the
10 average cost per foot to the Utility of a similar size distribution line installed during the preceding
11 calendar year. The sum so deposited shall be subject to refund on the basis of the cost per foot
12 deposited multiplied by one hundred (100) for each additional applicant who becomes a bona fide
13 Consumer connected to the extension, but not to laterals there from or to extensions thereof. No
14 refunds shall be paid after the expiration of ten (10) years from the date of the agreement. All
15 extensions shall be the property of the Utility.

16
17 Where a line extension is necessary to provide service availability to real estate plots or real estate
18 subdivisions and such line extension is deemed justified at the Utility's expense, the owners or
19 promoters of such plots of lots or real estate subdivisions may enter into a line extension agreement
20 and deposit with the Utility the estimated cost of that portion of the main extension which is not
21 deemed justified at the Utility's expense. This deposit will be refunded at the average cost of one
22 hundred (100) feet for each bona fide Consumer connected to the extension, but not to laterals there
23 from or to further extension thereof. No refunds shall be paid after the expiration of ten (10) years
24 from the date of the agreement.

25
26 Where a line extension is requested for commercial purposes and all or part of such line extension is
27 not deemed economically justified at the Utility's expense, the Utility shall require the applicant or
28 applicants to enter into a line extension agreement and deposit with the Utility the estimated cost of
29 that portion of the line extension which is not deemed economically justified at the Utility's
30 expense. This deposit will be refunded annually, based upon the incremental volumes sold directly
31 from the line extension, which are over and above those volumes used to determine the portion of
32 the main extension to be done at the Utility's expense. The refund shall be determined by
33 multiplying such incremental volumes by the applicable base rates. No refunds shall be paid after
34 the expiration of ten (10) years from the date of the agreement.

35
36 In no case shall the total refunds exceed the amount deposited for the extension. Deposits will not
37 draw interest.

38
39 **RULES AND REGULATIONS MAY BE AMENDED:**

40
41 The Village reserves to itself the right to modify, alter or amend these rules and regulations, or to
42 promulgate such other and further rules and regulations as experience and conditions may suggest,
43 or as it deems necessary in the conduct of its business.
44

1 **SECTION II - RATE SCHEDULES AND RATE ADJUSTMENT CLAUSES**

2
3 VILLAGE OF NEW KNOXVILLE, OHIO ELECTRIC SERVICE

4
5 **RESIDENTIAL RATE:**

6
7 **APPLICABLE:**

8
9 This rate is available, as shown, to all single family residences, single flats, single
10 apartments and churches for lighting, the operation of appliances, cooking, heating, water
11 heating and incidental power.

12
13 **CHARACTER OF SERVICE:**

14
15 120/240 volts, single phase, alternating current, 60 hertz (cycles per second).

16
17 **RATE:**

18		
19	Consumer Charge (in the corporation)	\$10.00 per meter per month
20	Consumer Charge (rural)	\$11.00 per meter per month
21	Distribution Charge (all kWh)	\$0.095 per kWh
22		

23 **RIDERS:**

24
25 Consumers under this schedule shall be subject to the applicable Kilowatt Tax Hour Rider
26 and Power Supply Cost Adjustment Rider, as specified in this tariff.

27
28 **MINIMUM CHARGE:**

29
30 The minimum charge shall be the Consumer Charge.

31
32 **DELAYED PAYMENT CHARGE:**

33
34 Ten percent (10%) shall be added to the net utility bill, if payment is not made on or before
35 the fifteenth (15) day of the billing month. When the fifteenth (15) day of the month occurs
36 on a Saturday, Sunday or legal holiday, the next Village business day shall be considered as
37 the payment due date.
38

VILLAGE OF NEW KNOXVILLE, OHIO ELECTRIC SERVICE

GENERAL SERVICE RATE:

APPLICABLE:

General Service Rates shall apply to commercial Consumers and also to any Consumer requiring three (3) phase service; or for combined three (3) phase and single phase services where such is required.

CHARACTER OF SERVICE:

120/240 volts single phase or three phase, 277/480 three phase alternating current 60 hertz (cycles per second).

RATE:

Consumer Charge:		
Single-Phase (in the corporation)		\$15.00 per meter per month
Single-Phase (rural)		\$20.00 per meter per month
Three-Phase (in the corporation)		\$25.00 per meter per month
Three-Phase (rural)		\$30.00 per meter per month
Demand Charge:		
Single-Phase (all kW)		\$ 7.50 per kW
Three-Phase (all kW)		\$ 8.50 per kW
Energy Charge (all kWh)		\$0.075 per kWh

RIDERS:

Consumers under this schedule shall be subject to the applicable Kilowatt Tax Hour Rider and Power Supply Cost Adjustment Rider, as specified in this tariff.

MINIMUM CHARGE:

The minimum charge shall be the Consumer Charge, plus one (1) kW of service.

DETERMINATION OF BILLING DEMAND:

The billing load for the month shall be:

- (1) the highest fifteen (15) minute integrated demand as determined by the instruments suitable for the purpose; or
- (2) at the option of the Utility, determined by taking 85% of the total connected load in lighting, motors, heating and all other energy consuming devices.

DELAYED PAYMENT CHARGE:

Ten percent (10%) per month shall be added to the net utility bill, if payment is not made on or before the fifteenth (15th) day of the billing month. When the fifteenth (15) day of the month occurs on a Saturday, Sunday or legal holiday, the next Village business day shall be considered as the payment due date.

VILLAGE OF NEW KNOXVILLE, OHIO ELECTRIC SERVICE

LARGE POWER RATE:

APPLICABLE:

This rate is available to industrial Consumers requiring three (3) phase service and primary metering.

Note: A separate contract between the Village and the Consumer may be required depending on power and service requirements.

CHARACTER OF SERVICE:

240 or 480 volt three phase, 3-wire or 120/208 or 277/480 three phase, 4-wire alternating current 60 hertz (cycles per second). If the voltage requested is impractical for Village to furnish, Consumer shall furnish, at Consumer's expense, such transformers as are necessary to deliver such voltage.

The Utility may, at its option, furnish service at 7,200/12,500 volts.

RATE:

Consumer Charge (in the corporation)	\$50.00 per meter per month
Consumer Charge (rural)	\$75.00 per meter per month
Demand Charge (all kW)	\$10.50 per kW
Reactive Charge (all RkW)	\$ 0.50 per RkW
Energy Charge (all kWh)	\$0.065 per kWh

RIDERS:

Consumers under this schedule shall be subject to the applicable Kilowatt Tax Hour Rider and Power Supply Cost Adjustment Rider, as specified in this tariff.

PRIMARY VOLTAGE SERVICE:

When service is supplied and metered at the option of the Village at 7,200/12,500 volts, the demand, reactive demand, energy, and PCA charges shall be subject to a discount of one (1.0) percent.

MINIMUM CHARGE:

The minimum charge shall be the Consumer Charge, plus one (1) kW of service.

DELAYED PAYMENT CHARGE:

Ten percent (10%) per month shall be added to the net utility bill, if payment is not made on or before the fifteenth (15th) day of the billing month. When the fifteenth (15) day of the month occurs on a Saturday, Sunday or legal holiday, the next Village business day shall be considered as the payment due date.

1 DETERMINATION OF kW BILLING DEMAND:

2
3 The billing load for the month shall be:

- 4 (1) the highest fifteen (15) minute integrated demand as determined by the instruments
5 suitable for the purpose; or
6 (2) at the option of the Utility, determined by taking 85% of the total connected load in
7 lighting, motors, heating and all other energy consuming devices.
8

9 DETERMINATION OF RkW BILLING DEMAND:

10
11 The billing load for the month shall be the highest fifteen (15) minute integrated reactive
12 demand as determined by the instruments suitable for the purpose.
13

14 TERMS AND CONDITIONS:

15
16 A minimum monthly contract service charge and a minimum contract term may be
17 established by the Village to Consumers having abnormal demand requirements (less than
18 150 hour use of maximum demand per month).
19

20 When unusual construction costs, in the option of the Village, are involved to supply the
21 required service, the Village may require a contract term of one or more years in order to
22 properly amortize the "extra" costs of construction.
23

24 At the option of the Village, service for Primary Power may only be available under service
25 contract with consideration for size, character and location of the Consumer's load and the
26 cost of facilities to be furnished by the Village for the Consumers not taking service at the
27 effective date of this Ordinance. Initially a contract shall have a minimum term of three (3)
28 years.
29

30 Primary Power is only available upon written application to the Village and with reasonable
31 lead-time for implementation.
32

33 All electric service of the Village is rendered under and subject to the General Service Rules
34 and Regulations of the Village as amended from time to time.
35

VILLAGE OF NEW KNOXVILLE, OHIO ELECTRIC SERVICE

PRIVATE OUTDOOR LIGHTING SERVICE:

APPLICABLE:

To all Consumers served by the Village. The Village reserves the right to refuse or curtail service when in its judgment an installation will be objectionable to neighboring property owners.

CHARACTER OF SERVICE:

This rate is available for all-night outdoor lighting service to any Consumer for lighting of driveways and other outdoor areas on private property by aerial construction only, where such service can be supplied by the installation of lighting fixtures or existing poles and supplied directly from existing secondary circuits on such poles to the Consumers center pole. All facilities shall be owned by the Village, except the Consumers center pole.

RATE:

For each lamp with luminaire, and where needed, an upsweep arm not over six (6) feet in length, controlled automatically, where service is supplied from an existing pole and secondary facilities of the Village.

150 Watt High Pressure Sodium Lamp or Existing 175 Watt Mercury Vapor	\$ 6.10 per month
250 Watt High Pressure Sodium Lamp or Existing 400 Watt Mercury Vapor	\$10.15 per month
400 Watt Metal Halide Floodlight	\$14.66 per month
1000 Watt Metal Halide Floodlight	\$30.51 per month

Mercury Vapor fixtures will no longer be made available. Existing mercury vapor lights shall be replaced with high pressure sodium upon failure.

DELAYED PAYMENT CHARGE:

Ten percent (10%) per month shall be added to the net utility bill, if payment is not made on or before the fifteenth (15th) day of the billing month. When the fifteenth (15) day of the month occurs on a Saturday, Sunday or legal holiday, the next Village business day shall be considered as the payment due date.

TERMS OF CONTRACT:

For a fixed term of not less than two (2) years, and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other.

1 **POWER SUPPLY COST ADJUSTMENT RIDER:**

2
3 **APPLICABILITY:**

4
5 The Power Supply Cost Adjustment set forth herein shall apply to the Village's Electric Rate
6 Schedules that are subject to this Rider. The applicable adjustment shall be applied to the Total
7 kWh billed to the Consumer for the meter reading period that the Village determines as most nearly
8 corresponding to the meter reading period(s) set forth in the Village's purchased power billings
9 from its supplier(s).

10
11 **MONTHLY DETERMINATION OF POWER SUPPLY COST ADJUSTMENT:**

12
13 Each month, the Village's Power Supply Cost Adjustment (PSCA) shall be determined as follows:

14
15
16
$$\text{PSCA} = [\text{APSC} - \text{BPSC}] \times 1.12$$

17
18 Where:

19
20 APSC = The Village's running three month average Power
21 Supply Cost per kWh, which shall be determined to 4
22 decimal places by dividing (1) the sum of the most
23 recent three month's total purchased power billings from
24 all power suppliers, including development costs
25 associated with future power supply resources, by (2) the
26 total energy delivered to the Village over the same three
27 month period.

28
29 BPSC = \$0.0667 per kWh (effective December 1, 2013), and
30
31 \$0.0643 per kWh (effective December 1, 2014)
32

1 **KILOWATT HOUR TAX RIDER:**

2
3 Applicability:

4
5 The kWh tax is based on actual kWh delivered to all Consumers for all service (including the
6 municipality) on the distribution system, excluding Federal facilities. If no meter is used, usage
7 shall be estimated.

8
9 Tax Rates:

10
11

First 2,000 kWh:	\$ 0.00465
Next 13,000 kWh:	\$ 0.00419
All Over 15,000 kWh:	\$ 0.00363

12
13
14

15 The above rates are based on a thirty (30) day billing cycle. If the billing cycle is more or less than
16 a thirty (30) days, the tax shall be based on the Daily Calculation.

17
18 The Daily Calculation shall be determined as follows:

- 19
20 A. Determine the total number of kWh used during the billing cycle;
- 21 B. Divide the total kWh by the number of days in the billing cycle (daily average
22 usage);
- 23 C. Multiply the daily average usage over the following rate blocks to calculate the
24 average daily tax:
- | | |
|-------------------|------------|
| First 67 kWh: | \$ 0.00465 |
| Next 433 kWh: | \$ 0.00419 |
| All Over 500 kWh: | \$ 0.00363 |
- 25
26
27
28
29 D. Multiply the average daily tax by the number of days in the billing cycle.

SECTION III – EFFECTIVE DATE OF ORDINANCE

This Ordinance is hereby declared to be necessary for the preservation of the public peace, health and safety of said Village; to secure safety from fire, and other dangers, to promote health and the general welfare, and other public requirements. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

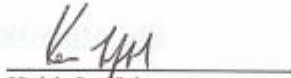
This ordinance shall be in full force and take effect from and after the earliest period allowed by law.

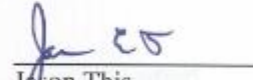
1st reading 08/13/2013; 2nd reading 09/10/2013.

Passed and approved this 8th day October, 2013.

ATTEST:

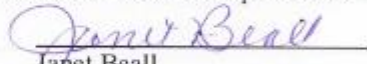
Janet Beall
Village Fiscal Officer


Keith Leffel
Mayor

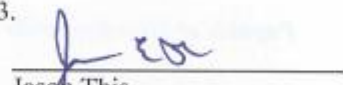

Jason This
Village Solicitor

**AFFIDAVIT OF POSTING
STATE OF OHIO, COUNTY OF AUGLAIZE:**

I, Janet Beall, Village Fiscal Officer, Village of New Knoxville, Ohio, being first duly sworn, depose and say that on the 8th day of October, 2013, I posted Ordinance O-2013-08-03 as provided.


Janet Beall
Fiscal Officer

Sworn in my presence this 8th day of Nov, 2013.


Jason This
Notary Public



JASON E. THIS, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Sec 147 03 R.C

Keith Leffel Mayor mayor@newknoxville.com	Rex A. Katterheinrich, P.E. Administrator admin@newknoxville.com	Janet Beall, CPFA Fiscal Officer fiscal.officer@newknoxville.com	Diana Dyrness Utility Clerk utilityclerk@newknoxville.com
Doug Cain Superintendent of Electric & Public Works electric@newknoxville.com	Shane Puckett Superintendent of Water wtp@newknoxville.com		



Exhibit "A"



VILLAGE OF NEW KNOXVILLE

101 South Main Street
PO Box 246
New Knoxville, Ohio 45871-0246
Phone: 419-753-2160
Fax: 419-753-2119
www.newknoxville.com

PROMISSORY NOTE

Name (printed) _____ Account # _____

Name of landlord (if renting) _____

On or before _____, _____ (**without grace**), I promise to pay the Village of New Knoxville Department of Utilities for unpaid utilities supplied by the Village the sum of _____ DOLLARS \$ _____

Payable at New Knoxville Dept. of Utilities, 101 S. Main Street, New Knoxville, OH 45871

Signed _____ Date _____

Upon failure to pay the full amount by the aforementioned promise date, the utilities will be turned off and will not be reconnected until the bill is paid in full. The Village will charge and collect, in advance, the sum of twenty dollars (\$20.00) for reconnecting a Consumer's service after service has been disconnected because of non-payment of bill. If the reconnection is requested and made after regular business hours, the charge shall be fifty dollars (\$50.00).

DISHONORED CHECK CHARGE: Whenever a Consumer pays a bill by check and the check is returned to the Utility by the Consumer's financial institution for lack of sufficient funds in the Consumer's account, the Consumer will be assessed a dishonored check charge of twenty-five dollars (\$25.00) for each check returned.

Keith Leffel Mayor mayor@newknoxville.com	Rex A. Katterheinrich, P.E. Administrator admin@newknoxville.com	Janet Beall, CPFA Fiscal Officer fiscal.officer@newknoxville.com	Diana Dyrness Utility Clerk utilityclerk@newknoxville.com
Doug Cain Superintendent of Electric & Public Works electric@newknoxville.com	Shane Puckett Superintendent of Water wtp@newknoxville.com		

