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ORDINANCE 2026-29

AN ORDINANCE AMENDING CHAPTER 51 ENTITLED "ELECTRIC SERVICE" OF THE CITY OF AUBURN CODE OF ORDINANCES

SUMMARY

This ordinance amends and restates Chapter 51 entitled "Electric Service" of the City of Auburn Code of Ordinances.

_____ Recorder's Office	____x____ Publish Public Hearing
_____ Auditor's Office	_____
_____x_____ Clerk's Office	_____ Publish O/R after adoption
_____ Other	_____

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ORDINANCE 2026-29

AN ORDINANCE AMENDING CHAPTER 51 ENTITLED "ELECTRIC SERVICE" OF THE CITY OF AUBURN CODE OF ORDINANCES

SECTION 1. That Chapter 51 entitled "Electric Service" of the Auburn City Code of Ordinances is hereby amended, as follows, and restated as provided in Exhibit "A":

GENERAL REGULATIONS

51.01 CASH DEPOSIT FOR USE OF ELECTRIC CURRENT

The ~~Superintendent of Utilities of the Electric~~ Electric Utility and ~~Water Department~~ the Clerk-Treasurer's office shall demand and receive a cash deposit to be based upon estimated monthly consumption before the use of electric current in any dwelling house or commercial establishment is permitted. The deposit shall be set by Council and may be obtained from the ~~Superintendent of Utilities~~Clerk-Treasurers office. The cash deposit shall be credited on the account after 12 months of on-time payments or , upon discontinuance of the service, the deposit will be credited to the account. Once the account is paid in full, any remaining balance will be refunded. ~~and payment in full of all bills for electric current, be returned to the depositor by the office manager.~~

51.02 WIRING BUILDINGS

A. No alterations or changes shall be made in the wiring of any building nor shall any building be wired for the placing of electric lights, motors, heating devices, or any other purpose, without securing ~~from the office manager of the Electric and Water Department~~ a permit from the Building and Planning Department ~~therefore on printed blanks to be provided by the office manager.~~ No change shall be made in any plant after inspection without ~~notifying the office manager and securing his permit therefore.~~ approval from the Building and Planning Department.

B. Upon the completion of the wiring of any building or the completion of any outside construction work, it shall be the duty of the company, firm, or individual doing the work to notify the office manager, who shall at once cause the work to be inspected, and, if approved, he shall issue a certificate of satisfactory inspection which shall contain the date of the inspection and an outline of the results of such examination. No certificate shall be issued unless the electric light, power, or heating installation and all apparatus connected with it are in strict conformity with the rules and regulations of the National Electrical Code, and no current shall be turned on until a certificate is issued. All wires hidden from view shall be inspected before concealment and all parties installing such wires must notify the office manager so that he will have ample time in which to provide the inspection.

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51.03 SCHEDULE OF RATES

~~Schedule "C" Nonresidential and Commercial Single and Three Phase Service, and schedule "R", Residential Single Phase Electric service, are adopted for use by the Auburn electric utilities, subject to approval by the Public Service Commission of the State of Indiana. These schedules were prepared by J. S. Sawvel, public utility consultant, under date of June 13, 1968, and June 5, 1968, respectively.~~

~~A. Rate for outdoor lighting~~

~~For each lamp with luminaire and an upsweep arm not over six feet in length, controlled by photoelectric relay, where service is supplied from an existing pole and secondary facilities of the Auburn Electric Department, the rate shall be #4 per month per lamp with 7,000-lumen mercury. When other new facilities are to be installed by the Auburn Electric Department the customer will, in addition to the monthly charge, pay in advance the installation cost of such new overhead facilities extending from the nearest or most suitable pole of the Auburn Electric Department to the point designated by the customer for the installation of the lamp.~~

A. Electric Rates and Charges

See Electric Rates and Charges located at https://www.ci.auburn.in.us/165/Electric

~~A.~~B. Payment

Bills are due and payable at the main office of the Auburn Electric Department within ~~15~~19 days of the billing date on the statement ~~mailing date~~.

~~B. Contracts~~

~~Contracts under this rate will be for not less than one year for residential or farm customers, not less than three years for commercial or industrial customers, or not less than five years for other customers. In the case of customers contracting for four or more lamps apiece, the Auburn Electric Department reserves the right to include in the contract such other provisions as it may deem necessary to insure payment of bills throughout the term of the contract.~~

~~C. Hours of lighting~~

~~All lamps shall burn from one-half hour after sunset until one-half hour before sunrise, every night and all night, or approximately 4,000 hours per year.~~

~~D. Ownership of facilities~~

~~All facilities necessary for service including fixtures, controls, poles, transformers, secondaries, lamps, and other appurtenances shall be owned and maintained by the Auburn Electric Department. All services and necessary maintenance will be performed only during the regular scheduled working hours of the Auburn Electric Department. Burned-out lamps will normally be replaced within 24 hours after notification by the customer.~~

51.04 MUNICIPAL STREET LIGHTING

The following provisions shall govern municipal street lighting.

~~E.~~C. Applicability

The municipal street lighting rate shall apply to all street lighting service furnished to the city.

~~F.~~D. Type of service furnished

The type of fixture to be installed shall conform to the standards established by the City Electric Utility Department, and may, at its option, consist of either incandescent, ~~or~~ mercury-vapor, high pressure sodium, or LED fixtures.

1. The rated size in lumens of the fixture shall normally be determined by the Auburn Electric Utility Department, and shall be adequate to provide an intensity of illumination that is in accordance with the generally accepted standards for the location and use involved, taking into consideration all factors such as the width of the street, traffic conditions, and the spacing of lamps.
2. The Auburn Electric Utility Department shall install, operate, and maintain, at its expense, all street lighting equipment and appurtenances, including lamp replacements.

~~G.~~E. Request for additional lamps

Additional lamps shall be installed by the Auburn Electric Utility Department upon written authorization from the Common Council of the city and the request of the Board of Public Works and Safety.

~~H.~~F. Net rate for all street lighting services

All service shall be metered. The rate for all street lighting service shall be as per "Electric Rates and Charges, available online at- https://www.ci.auburn.in.us/165/Electric~~$.015 per kwh~~.

~~I.~~G. Terms of payment

All street lighting service meters shall be read monthly and the total kwh furnished shall be billed to the city in accordance with the rate in (D) above. The city shall pay the Auburn Electric Utility Department for such service in the manner specified by Indiana law.

51.05 [RESERVED]

51.06 UTILITY SERVICES PROVIDED TO AREAS NOT ANNEXED

No city utility service, including electric, will be provided outside of the territorial limits of the city without:

~~J.~~H. A title search or letter from a title company certifying the owner of the real estate and providing a copy of the title deed;

~~K.~~I. The submission of an irrevocable petition for voluntary annexation of the real estate to be served if said property is contiguous to the current corporate boundary limits of the City of Auburn. If said property does not comply with the contiguous boundary required for voluntary annexation, the requestor electric services shall be required to sign an agreement waiving any remonstrance of future annexation of the real estate, and shall agree to submit a petition for voluntary annexation if the contiguity requirement are met at a future date. Said agreement shall become a part and condition of any conveyance of the real estate; and~~The execution and recording of a Consent to and Waiver of Notice for Annexation by the titleholder; and~~

~~L.~~J. Payment of the costs of the voluntary annexation, or title search and recordation of the Consent and Waiver by the titleholder.

ELECTRIC DEPARTMENT RULES AND REGULATIONS

51.10 RATE, RULES AND REGULATIONS

~~M.~~K. A copy of all rates, rules and regulations under which electric service will be supplied, is available online and ~~on file with the Indiana Utility Regulatory Commission, hereinafter referred to as Commission and~~ may be inspected by the public in the Clerk-Treasurer's office at Ninth and Cedar Streets or the Auburn Municipal Electric Department, hereinafter referred to as Auburn.

~~N.~~L. All of the electric service furnished by Auburn shall be subject to said rates, rules and regulations, which are by reference made a part of all standard contracts (both oral and written) for service, (except when modified by special contract) ~~approved by the Commission), and are at all times subject to the approval of the Commission~~. The failure of Auburn to enforce any of the terms of these rules and regulations shall not be deemed a waiver of its rights to do so.

~~O.~~M. Auburn shall supply, free of charge, a copy of the rate schedules applicable to the types of service available to new applicants for, and existing customers of, residential service, upon request by the applicant or customer. Where more than one rate is applicable to the service taken, the customer shall designate which rate is desired.

~~P.~~N. Where applicable, the customer, upon written application, may change from one rate to another once during the first contract year, effective retroactively to the date of connection, and once at the end of each 12-month period thereafter, but not effective retroactively.

51.11 WRITTEN APPLICATION OR CONTRACT MAY BE REQUIRED

~~Q.~~O. A written application or contract properly executed may be required before Auburn is obligated to supply service. Application for residential service, including residential heating service, or commercial service for loads of 49 KVA or less, need not be in writing unless a written line extension agreement is required under these rules. Auburn may reject any application, whether written or otherwise, on account of unpaid charges or any other valid reason authorized by ~~Commission or~~ the Auburn rules or ordinances.

~~R.~~P. Contracts for residential service, and for commercial service under Rate Codes 30 or 35 with 49 kVA or less ~~than 49 KVA or~~ connected load, shall be for no definite term, other than what is called for in the rate, unless a line extension agreement is also involved. Contracts for all other customers shall be categorized as follows: standard term - not less than three years; short term - not less than three years; temporary service or special contract.

~~S.~~Q. An exception to the immediately preceding paragraph will be made for those agencies of government that, ordinarily, have prospect of using electric service at the premises for three years or more, but are limited by statute or by appropriation of funds to making regularly recurring short term contracts, as, for example, for not more than one year. Where the authority of such agencies is so limited, contracts may be made for such period less than three years as the agency's authority may require with provision for renewal of successive like terms. Where, however, there is no prospect that an

agency of government will use electric service at the premises three years or more, contract will only be made under the conditions of a Short Term contract or a Special contract.

~~T.~~R. Auburn reserves the right to require that all applications for service be in the name of the property owner who shall be responsible for the payment of all bills. All applications involving the initial establishment of service to premises not previously served, must be made by the property owner. Where the premises are occupied by a tenant, and without in any manner relieving the property owner of his responsibility for payment of all bills, Auburn reserves the right to bill the tenant directly for electric service and require tenant to make a suitable advance deposit to secure the payment of all bills.

51.12 STANDARD TERM CONTRACT

A. The initial term shall begin when Auburn first supplies electricity under the contract, unless some other beginning date is stated specifically in the contract. At the expiration of the initial term, the contract shall be renewed automatically for successive like terms unless either party shall have given the other written notice of its desire to terminate the agreement at least 60 days prior to the expiration of the initial term or of any renewal thereof.

B. Rate changes may be elected by the customer from time to time, during the life of such contract, as provided in 51.10(D).

51.13 SHORT TERM CONTRACT - TEMPORARY SERVICE

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

B. Service for a term less than three years and for temporary service will be supplied under the conditions of a short term contract, which are:

1. That Auburn has adequate transmission and distribution facilities available.
2. If any extension of facilities is required, the customer shall make advance deposit of the net cost, in accordance with the provisions for Line Extensions - Plan B.
3. Service bills and the conditions for any such supply will be according to Rate Code 30 or to either Rate Codes 35, 39, 41, 42, 43, 44 or 45.

51.14 SPECIAL CONTRACT

A. A special contract may be made in case of unusual capacity requirements or load characteristics, unusual investment required or other abnormal conditions. Such contract term shall be commensurate with the conditions and shall be subject to the approval of the Board of Public Works and Safety ~~the Indiana Utility Regulatory Commission~~.

B. Contracts for budget billing shall be available only to electrically heated residential customers and shall be renewed automatically unless previously cancelled by either Auburn or the customer.

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51.15 CHANGE OF CONTRACT TERM; CHANGE OF LINE EXTENSION CONTRACT

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

51.17 DEPOSIT TO INSURE PAYMENT OF BILLS

A. Residential

1. The utility may require from each new customer for utility service a cash deposit equal to the customer's estimated billing for a period of one-sixth (1/6th) of the estimated annual billings of the property being serviced, but not less than ~~$50.00~~120, as a deposit and guarantee against nonpayment of bills for service for those who fail to establish creditworthiness. For newly constructed homes, the estimated annual billing shall be based on a home with similar square footage as determined by the Clerk-Treasurer. Applicants for residential service shall establish creditworthiness by a criterion that is established without regard to economic character of the area which the applicant resides; and solely upon the credit risk of the individual without regard to the collective credit reputation of the area in which he or she lives.
2. Each new applicant for residential utility service shall be deemed creditworthy and shall not be required to make a cash deposit as a condition of receiving service if the applicant satisfies the following criteria:
   a. Owes no outstanding bills for service rendered within the past four (4) years by any such utility;
   b. During the last twelve (12) consecutive months that the service was provided, did not have more than two (2) bills that were delinquent to any utility or, if service was rendered for a period for less than twelve (12) months, did not have more than one (1) delinquent bill in such period; and
   c. Within the last two (2) years did not have a service disconnected by a utility for nonpayment of a bill for services rendered by that utility.
3. If the applicant has not been a customer of a utility during the previous two (2) years, any two (2) of the following criteria are met:
   The applicant either:
   a. Has been employed by his or her present employer for two (2) years;
   b. Has been employed by his or her present employer for less than two (2) years, but has been employed by only one (1) other employer during the past two (2) years; or
   c. Has been employed by the present employer for less than two (2) years and has no previous employment due to recently graduating from a school, university, or vocational program or being discharged from military service.
   d. Either owns or is buying his or her home or is renting a home or an apartment and has occupied the premises for more than two (2) years.
   e. The applicant has credit cards, charge accounts, or has extended credit by a bank, commercial concern, or individual unless a credit check shows that the

applicant has been in default on any such account more than twice within the last twelve (12) months.

4. If the applicant fails to establish that he or she is creditworthy, the applicant may be required to make a cash deposit. Such deposit shall not exceed one-sixth (1/6th) of the estimated annual cost of service to be rendered to the applicant. A utility may require a present customer to make such deposit when:
   a. The customer has been mailed disconnect notices for two (2) consecutive months;
   b. The customer has been mailed disconnect notices for any three (3) months within the preceding twelve (12) month period; or
   c. The service to the customer has been disconnected within the past four (4) years pursuant to 170 IAC 4-1-16.
5. The amount of such deposit may not exceed an amount equal to one-sixth (1/6th) of the expected annual billings for the customer at the address at which service is rendered. Deposits may be held more than twelve (12) months and shall not earn interest. Requirements for refunds shall be as follows: Deposits ~~will~~ shall be ~~refunded~~ credited ~~to the customer with or without the customer's request when the customer submits~~ to the customer's account upon satisfactory payments for a period of twelve (12) consecutive months
6. Following customer –requested termination of service, the utility shall apply the deposit to the final bill.

   The Utility shall maintain a record of each applicant or customer making a deposit that shows the following:
   a. The name of the customer.
   b. The current address of the customer so long as he or she maintains an active account with the utility in his or her name.
   c. The amount of the deposit
   d. The date the deposit was made.
   e. A record of each transaction affecting said deposit.
7. Each customer shall be provided with a receipt from the utility at the time his or her deposit is paid. or he or she makes a partial payment. The utility shall provide a reasonable method by which a customer who is unable to locate his or her receipt may establish that he or she is entitled to a refund of the deposit.
8. Any deposit made by the applicant, customer or any other person to the utility (less any lawful deductions), or any sum the utility is ordered to refund for utility service that has remained unclaimed for one (1) year after the utility has made diligent effort to locate the person who made such deposit or the heirs of such person, shall be presumed abandoned and may be transferred to the utility's operating fund.
9. A deposit may be used by the utility to cover any unpaid balance following disconnection of service.
10. In no event shall services be provided to any customer who is a renter or contract purchaser, unless the owner of the real estate signs the application and agrees to be responsible for any service rendered to the property in the event that the renter or contract purchaser fails to pay the charges rendered for service. The owner of a property may require a co-signor on utility accounts for renters, who shall sign the application and provide name and contact information to the Clerk-Treasurer's Office of the City of Auburn. The co-signor shall sign the appropriate forms with the City of

Auburn that shall jointly bind the individual for any past due accounts on said property. The City shall make efforts to pursue collection of past due accounts from the customer and the co-signor before pursuing the owner of the property. Notice of the past due account shall also be made to the owner of the property being served before taking legal action. All demands for payments for past due accounts made shall be copied to the property owner and the owner shall be made aware that failure by the customer and/or co-signor to pay the account may result in legal action against the customer, co-signor and the owner jointly in a Court of competent jurisdiction. ~~The owner of the real estate shall have ultimate responsibility for all past due accounts.~~

11. The utility shall require current customers to maintain a deposit equivalent to one-sixth (1/6th) of the properties annual billing but not less than $~~5~~120.00 if the customer has been mailed a disconnect notice for two (2) consecutive months or any three (3) months within the preceding twelve (12) month period, or when the service has been disconnected. In cases where the deposit is required as a result of a disconnection for nonpayment, full payment of the deposit will be required prior to restoration of service.
12. ~~Any deposit will be refunded promptly, along with a statement accounting for each transaction involving the deposit, upon successful termination of services between the customer and the City of Auburn.~~ Any deposit held by the City shall, upon discontinuance of service, be credited to the customer's account. Once the account has been paid in full, any remaining balance of the deposit shall be refunded to the customer, along with a statement accounting for the deposit and any transactions applied to it.
13. The procedure following a customer request for termination of service is as follows:
    a. The utility will require payment of any past due balance currently billed and owed.
    b. The utility will apply the deposit to the final billing.
    c. Any portion of the deposit remaining after the application will be forwarded to the customer.
14. The utility will maintain a record of each applicant or customer making a deposit which will indicate the following:
    a. The name of the customer.
    b. The current address of the customer so long as there exists an active account with the utility in the same name.
    c. The name of the owner of the property.
    d. The current address of the owner of the property.
    e. The name of the co-signor.
    f. The current address of the co-signor so long as there exists a current account with the customer and the utility department.
    g. The amount of the deposit.
    h. The date of the receipt of the deposit.
15. Each customer shall be provided a receipt from the utility at the time the deposit is paid.
16. Any deposit made by the applicant, customer, or any other person to the utility (less any lawful deductions) or any sum which the utility is ordered to refund for utility service, which has remained unclaimed for one (1) year after the utility has made

diligent efforts to locate the person who made the deposit or the heirs of the person, will be presumed abandoned and may be transferred to the utility's operating fund.

17. A deposit may be used by the utility to apply toward any unpaid balance following disconnection of service provided, however, any surplus may be returned to the customer. In instances where the deposit is used to pay arrearages, the utility shall require a new deposit to replace that applied to the unpaid balances before service is restored.
18. The procedure for taking legal action on past due accounts shall be as follows:
    a. At all times, owners, customers and co-signors shall have access to all account information upon request.
    b. Upon a disconnect notice being issued a duplicate of said notice shall be sent by regular U.S. Mail to the co-signor and/or owner of the property involved. No disconnection shall take place until proper notice has been given to all relevant parties.
    c. After disconnection and before any legal action is taken a demand letter shall be sent requesting that the account be made current within ten (10) days.
    d. Should the account not be made current within ten (10) days, the City of Auburn shall then take action against the customer, the co-signor, and the property owner in a competent court of law in an effort to recover the unpaid utility services.
    e. Any judgment rendered shall act as a judgment on the real estate until said time that the amount is paid by the account holder.
19. Utility deposits shall only be released to a third party upon written agreement between the owner of the deposit and the third party being presented to the City of Auburn Utility Department.
20. The City of Auburn shall develop a form that will be signed by all customers, co-signors, and owners regarding the provisions continued in this chapter.

B. Non-Residential

All new non-residential customers may make a cash deposit to assure payment of such customer's bill for utility services. Such deposit shall be required as a condition for obtaining service. Deposits taken shall not exceed one-sixth (1/6th) of the estimated annual billings for the property being serviced. Deposits received shall be refunded after a period of twelve (12) months, if said customer has made timely payments for said period. If timely payments have not been made the deposit shall be held until said time as timely payments have been made for twelve (12) consecutive months

As amended Ordinance 2017-01, passed 2/7/2017

51.18 CHANGES OF ADDRESS, DISCONTINUANCE, AND THE LIKE

A. Customers must make application to the office of Auburn Municipal Electric Department before they commence using electric energy from the Auburn system. A customer will be subject to disconnect without notice if service is used without application.

B. A customer shall notify Auburn at least three days prior to the date such–customer desires service to be disconnected and Auburn shall have three working days thereafter to make such disconnection. A customer after so notifying Auburn, shall not be responsible for any service rendered after such three working days, except that any customer who fails to request disconnection of service as provided herein shall be

responsible for the payment for all service rendered by Auburn while the account remains in such customer's name.

C. Should a business being served be suspended or discontinued, due to fire or other causes beyond the control of the customer, the service contract, upon written request by the customer, shall become inoperative until business is resumed, except for unbilled amounts due Auburn for service theretofore rendered by it thereunder, at which time the contract and all its conditions shall become operative for the remainder of the term of the contract.

D. When a customer requests that service be disconnected at a given location, Auburn may, at its election, discontinue service by either making a physical disconnection of the service at such location, or obtaining an actual meter reading and leaving the service connected with the account in the name of another customer.

51.19 ASSIGNMENT OF CONTRACT

The benefit and obligation of any service contract (except budgeting contract) shall begin when Auburn commences to supply electrical service thereunder, and shall inure to the benefit of and be finding upon the respective heirs, personal representatives, successors and assigns of the original parties thereto; provided, that no assignment shall be made by the customer without first obtaining Auburn's written consent.

51.20 RESALE OF ENERGY

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

51.21 OVERHEAD LINE EXTENSIONS

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

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

C. Plan A

Overhead extension of single phase and three phase line of any capacity. Applicable with standard term contracts only.

1. An extension of Auburn's service facilities, including changes from single phase to three phase, will be made at Auburn's expense if, in the judgment of Auburn, the return on the investment and the stability and credit of the customer justify it, provided the customer will guarantee payment, if required, in each of 30 consecutive months or until 30 service bills have been paid, of not less than one-thirtieth of the cost of such extension, including transformers and service connection (but not the metering equipment), but in any case, not less than the minimum bill provided for in

the applicable rate. After 30 consecutive monthly extension charges have been paid as agreed, the regular minimum bill provision of the applicable rate will apply.

2. Subject to the approval of Auburn, one or more customers of a group may assume more than the average share of the minimum monthly extension guarantee, if it will be more equitable to do so.
3. Plan A is restricted to agreements with existing customers at present locations at the effective date hereof.

D. Plan B

Overhead extension of single phase or three phase line of any capacity. Applicable with all contracts for less than the standard term (including temporary service) and with standard term contracts which may have an uncertain or insufficient return (including supply to welding, x-ray or other apparatus which may have inherently low load-factor and may require relatively high investment per unit of capacity).

1. There shall be a determination of the entire cost of the line extension, including transformers, but excluding metering equipment. Such cost will be called the gross cost of the extension. There shall be also an estimate of the entire cost of the extension (including transformers but not the metering equipment) plus the cost of removing it to Auburn's storeroom less any salvage in its removal. Such estimated cost, which represents "out-of-pocket" expense to Auburn, will be called the net cost of the extension.
2. The customer shall deposit the net cost of the extension with Auburn in advance of construction. Said deposit will be returned to customer, as a credit on his bills for electric service, payable at the end of each 12 months after the effective date of the contract, or when the service is discontinued, if prior to termination of the contract, at the rate of one-thirtieth of the net cost of the extension, in each month in which his net bill for electric service is equal to or greater than one-thirtieth of the gross cost of the extension. Said return of the advance deposit will be continued as long as service is taken, during the first five years after completion of the extension, but the total amount refunded shall not exceed the amount deposited. In case of temporary construction, no refund will be made if service is used less than one year.
3. If the extension is to provide increased facilities for an existing customer, then the provision stated in 51.21(D)(2) for advance deposit and for refunding it, will apply only to the increase of revenue with respect to the increase of investment required. Accordingly, the amounts refunded by Auburn shall be one-thirtieth of the net cost of the extension, in each month in which the net bill for electric service equals or exceeds the revenue in an agreed "base" month (preferably the average of the net bills in the immediately preceding year) by one-thirtieth of the gross cost of the extension.
4. A special contract may be required by Auburn before it will make extensions involving transformers in excess of 100 KVA single phase (or 300 KVA total) or where unusually large or expensive switching or control equipment will be required.

E. Service Connection

Auburn will designate the point at which the overhead service connection will be brought to the Customer's building. The point of service contact on the building shall be readily accessible and shall be at the closest point to Auburn's pole from which service wires are to be run without contact of such wires with the building at another point. The Customer's service entrance conductors shall, if possible, terminate so that the service drops will not

cross adjacent property, and will not require the use of an extra pole or poles. Service conductors protruding from the service head for connection to Auburn's service drop should be at least 24 inches for sizes up to No. 4. Larger sizes should extend a minimum of 36 inches.

F. Service to additional customers for an existing line extension

Each overhead line extension shall be considered as a unit in determining the monthly minimum guarantee and the basis for advances and refunds. Additional customers may be connected to an overhead line extension already built at the time the additional customers are connected, provided the inclusion of the new customers will not increase the cost to the existing customers. Otherwise, an extension to serve such additional customers will be treated as a new separate extension. When additional customers are connected within six years of the completion of such overhead line extension, initial applicants for said extension may be entitled to a refund, in proportion to their respective contributions toward the cost of such extension, an amount equal to two and one-half time the estimated annual revenue from such additional customers, less the cost to serve such additional customers; provided, that the total of all refunds to such applicant shall not exceed such applicant's total contribution.

G. Right-of-way - Tree Trimming

The above plans for overhead line extensions are contingent upon assistance by the applicant for service in securing the necessary right-of-way and tree trimming permits or other necessary permits. Auburn shall be under no obligation to start construction in the event such rights-of-way or permits cannot be so obtained.

H. Title to Line Extensions

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

51.22 INSTALLATION OF UNDERGROUND LINES

A. Underground distribution lines will be installed only where, in the opinion of Auburn, such installation is necessary ~~or where it is required by the rules and regulations of the Commission~~. The decision whether such lines shall be installed underground or overhead shall be made by the Auburn Municipal Electric Department ~~where the matter rests in Auburn's discretion~~.

Underground line installations will be made in accordance with the Underground Practices and Procedures (hereinafter referred to as the UPP) set forth below or by special contract ~~approved by the Commission~~; provided, however, that the UPP shall not be construed as requiring Auburn to make any underground installation that in the judgment of Auburn, cannot be technologically or economically justified.

B. UPP Definitions

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- DEVELOPER

One or more natural or artificial entities that own, improve or remodel real estate.

- ELECTRIC LINES
  Primary, secondary or service wires exclusively used or intended for the distribution of electric energy within a Residential Development or Commercial Complex at nominal voltages of not more than 15,000 volts, but excluding, without limitation, main feeder lines used or intended for the distribution of electric energy beyond a Residential Development or Commercial Complex at any nominal voltage, and such other wires that are necessarily or customarily located at or above ground level in an underground system.

- RESIDENTIAL DEVELOPMENT
  Five or more contiguous single-family, two-family or mobile home dwellings, either proposed or existing; 18 contiguous units for multi-family use, either proposed or existing; or a combination of the two, which may be treated by Auburn as a unit for all purposes incident to the underground installation electric lines within the developer's project.

- COMMERCIAL COMPLEX
  Any proposed or existing non-residential development in which one or more businesses are conducted of the type falling within Standard Industrial Classifications 501 through 999 as set forth in the current edition of the Standard Industrial Classification Manual prepared by the Office of Management and Budget of the Executive Office of the President of the United States.

- DEVELOPER'S PROJECT
  The specific Residential Development or Commercial Complex for which the developer has made application to Auburn for the installation of underground electric lines.

- COST OF INSTALLATION
  The total expenditure Auburn will incur for labor, material, overhead and supervision in the installation of electric lines and associated facilities that are required to serve the developer's project.

- REVENUE
  The sum of the net billing for 30 consecutive monthly periods, such as two and one-half years, resulting from the application of Auburn's applicable rate for electric service to the total number of kilowatt-hours consumed by the developer's project for such periods.

- NET LOSS
  The cost of removal, plus the reproduction cost new depreciated, less the salvage value of electric lines, including associated facilities.

C. Terms and Conditions of UPP

1. Application Required

   The developer shall make application to Auburn for the type underground installation desired designating the location of the developer's project affected. Such application shall be reviewed by Auburn to determine if the underground installation contemplated is consistent with these terms and conditions; Auburn shall require the developer to

execute an agreement as to any or all of the matters set forth herein if the developer is required to participate in the cost of such underground installation.

2. Payment Required in Advance of Construction

   Any payment required to be made to Auburn by the developer pursuant to these terms and conditions shall be made in advance of any construction work required by these Terms and Conditions to be performed by Auburn.

3. New Projects

   Where the Developer's application involves installation of underground electric lines in a developer's project not having had electric utility service previously, the Developer shall pay to Auburn the amount, if any, by which the estimated cost of installation as computed by Auburn exceeds estimated revenue of such project as computed by Auburn.

4. Conversion of Existing Projects

   Where the developer's application involves the replacement of overhead electric lines with underground electric lines of like electrical capacity rating, the developer shall pay the estimated Net Loss of the overhead electric lines so replaced; in addition, the developer shall pay Auburn the amount, if any, by which the estimated cost of installation as computed by Auburn exceeds estimated revenue of such project as computed by Auburn; the developer also shall assume the responsibility for, and pay the cost of, the trenching and backfilling necessary to the installation of the underground electric lines; provided, that the extent to which such overhead electric lines may be replaced with underground electric lines shall be within the sole discretion of Auburn to determine, consistent with sound engineering and economic principles.

5. Upgrading of Existing Projects

   Where the developer's application involves the replacement of overhead electric lines with underground electric lines having a greater electrical capacity rating, the developer shall pay Auburn the amount, if any, by which the estimated cost of installation, as computed by Auburn exceeds estimated revenue of such project as computed by Auburn; in addition, the developer shall assume responsibility for, and pay the cost of trenching and backfilling necessary to install the underground electric lines; the developer also shall pay the estimated Net Loss of only those overhead electric lines which are replaced with underground electric lines of a like electrical capacity rating; provided, that the extent to which overhead electric lines may be replaced with underground electric lines shall be within the sole discretion of Auburn determine, consistent with sound engineering and economic principles.

6. Data Required of Developer

   The developer shall furnish Auburn with building plans, site plans, building layouts, electrical load information, street addresses and other such data sufficiently in advance for Auburn to meet service requirements, and in sufficient detail to enable Auburn to determine the type, capacity and extent of the electric lines to be installed.

7. Functions Comprising Auburn Municipal Electric Department Work

   Work to be performed by Auburn in the underground installation of electric lines may include, without limitations, all or any part of the following functions: planning, engineering, scheduling, material purchasing, construction, metering and connection.

Should the developer make any changes in the plans or other data to be filed with Auburn pursuant to 51.22(C)(6) which necessitate revisions in any such functions, the developer shall pay all costs incurred by Auburn as a result thereof.

8. Developer to Furnish Easements

   The developer shall furnish, at no cost to Auburn, all easements and rights-of-way in, on, over and through private real estate for the installation of the electric lines to serve the developer's project. Auburn reserves the right to specify the routes, locations and conditions of such easements and rights-of-way.

9. Developer to Furnish Conduit

   The developer shall furnish and install all conduit for those electric lines running from the meter facility or junction box away from the permanent structure either to the point where all paved patios, pools, sidewalks, driveways and other paved areas are cleared by at least two feet, or to such other point as Auburn may designate in writing to the developer; the developer shall be responsible for, and pay the cost of, all trenching and backfilling that is required to install such conduit, irrespective of the type of developer's project involved, and the cost of such trenching and backfilling as originally estimated by Auburn shall be deducted from the estimated cost of installation; provided, that in the event there are no such paved areas to be cleared, the developer shall install all conduit from the meter facility or junction box down the outside surface of permanent structures to a depth of 18 inches below grade level.

10. Developer's Responsibility as to Trench Routes

    With respect to the trench routes which Auburn is required by these terms and conditions to trench and backfill the developer shall stake all property corners, permanent structures and all underground facilities which are the developer's responsibility to locate within the developer's project; grade such trench routes to within four inches of final grade; clear therefrom all surface and subsurface obstructions, which prevent the use of standard trenching equipment, to a depth of 36 inches below final grade; and be responsible for maintaining the grade and clearance of such trench routes during and subsequent to Auburn's work in installing the electric lines underground. Any damage to persons or property resulting from the failure of the developer, or to the successors or assigns thereof responsible for such failure. Provided, nothing in 51.22(C)(10) shall preclude the developer from doing all the trenching and backfilling required for the installation of electric lines underground at his own cost and expense, and the cost of such trenching and backfilling as originally estimated by Auburn shall be deducted from the estimated cost of installation. If Auburn, at the request of the developer, employs nonstandard methods or equipment not contemplated in 51.22(C)(10), the developer shall pay the difference in cost between the standard method as estimated by Auburn and such nonstandard method. Auburn reserves the right at any time, to postpone any part of the work of installing electric lines underground due to excess moisture, frozen ground or any other condition beyond its control.

11. Developer to Protect Landscaping

    The developer assumes all responsibility for the protection of landscaping during Auburn's underground installation of electric lines and for any replanting or reseeding of the trench routes that may be required as a result of such installation.

12. Developer's Work Subject to Auburn Standards

Any work required by these terms and conditions to be performed by the developer shall be done in accordance with the most recent issue of Auburn's "Construction Standards", copies of which are on file with and are available for examination at the Auburn Municipal Electric Department's main office. The timely completion of such work by the developer shall be prerequisite to Auburn's obligation to perform the work required of it hereunder and to render electric utility service to the developer's project.

13. Auburn's Work Limited to its Standards

The utilization of voltages and configurations for underground installation of electric lines are limited to those set forth in the most recent issue of Auburn's "Electric Service and Meter Manual". The electric lines and other equipment installed by Auburn and the manner in which they are installed, shall be in accordance with the most recent issue of Auburn's "Construction

Standards". Deviations from such "Electric Service and Meter Manual" and such "Construction Standards" may be permitted; provided, the developer agrees, in advance, to pay the cost thereof and Auburn has given its prior written consent. Any provision of the "Electric Service and Meter Manual" or of the "Construction Standards" of Auburn which is in conflict with these terms and conditions shall be deemed amended to conform to these terms and conditions.

14. Connection Points Determined by Auburn

Auburn shall install the underground electric lines for the developer's project from the nearest point of connection with Auburn's existing and unaltered primary or secondary service lines to each of the meter facilities or junction boxes located outside on permanent structures comprising the developer's project. Auburn reserves the right to determine the location of all connection points, including, without limitation, termination and metering points.

15. Auburn Secondary Network Excluded

Notwithstanding anything herein to the contrary, these terms and conditions shall not apply to any underground secondary network that is now or may be hereafter established by Auburn in areas of high load density located within Auburn's service area.

16. Underground Installation to Less than Five Dwelling Units

Notwithstanding anything herein to the contrary, Auburn may install underground electric lines:

a. To less than five existing single-family, two family or mobile home dwelling units in areas predominantly served with overhead electric lines, upon agreement that the developer thereof shall do all trenching and backfilling required for such installation; install a conduit, together with fitting, conforming to Auburn's specifications, running from the meter facility away from permanent structures either to the point where all paved patios, pools, sidewalks and driveways and other paved areas are cleared at least two feet or to such other point as Auburn may designate in writing to the developer; pay to Auburn the cost of time, materials, and equipment required to furnish and install the electric cable, less the 30 month net revenue based on consumption ~~$40 for the first 60 feet of trench for the electric cable to be furnished and installed by Auburn, plus $.30~~

~~per foot for each additional foot of such trench in excess of 60 feet~~; and comply with any other provisions of these terms and conditions not inconsistent with 51.22(C)(16)(a) and the net loss provisions of 51.22(C)(4) or (5), whichever is applicable.

b. To less than five new or proposed single-family, two-family or mobile home dwelling units in accordance with 51.22(C)(3) and all other applicable provisions of these terms and conditions.

D. Underground Extensions in Underground Transmission Districts

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

51.23 DESCRIPTION OF EQUIPMENT TO BE SERVED

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

51.24 RIGHT-OF-WAY PERMITS

A. The customer shall obtain, on forms provided by or approved by Auburn, all necessary rights-of-way in, on, over or through private property for the installation and maintenance of all poles, wires, transformers, conduit or other equipment necessary or convenient for supply of service to such customer.

B. Auburn shall have the right to install, construct and operate such poles, wires, fixtures and other equipment (overhead and underground) on customer's property and shall have the right to maintain such poles, wires, fixtures and other equipment including the right to trim and remove trees located on customer's property, as, in Auburn's judgment, are reasonably necessary to the operation and maintenance of such facilities.

C. The properly authorized agents of Auburn shall have the right, at all reasonable times, to enter upon the premises of the customer for the purpose of installing, meter reading, inspecting, repairing or replacing appliances used in connection with the supply of service contract, for the purpose of obtaining a meter reading prior to physical disconnection and for removal of Auburn's property.

D. Failure of any customer to comply with 51.24(A) and (B) hereof shall be sufficient cause for Auburn to refuse, withhold or disconnect service to such customer until compliance therewith has been obtained.

51.25 SPACE FOR AUBURN'S METERS, TRANSFORMERS AND APPLIANCES

When the character of service requires it, the customer shall provide, free of expense to Auburn, and near the service entrance, a suitable and dry space or room for the necessary meter, any and all auxiliary apparatus, distribution transformers or other appliances which may be furnished by Auburn. Such spaces or rooms shall be kept easily accessible at all times, shall not be used for storage purposes and shall be kept free of foreign materials of any nature.

51.26 CUSTOMER'S WIRING

A. The applicant for electrical service shall provide and install the necessary wiring and service entrance equipment at his own expense. All such wiring and equipment shall be constructed and maintained entirely in accordance with the current meter service rules of Auburn and shall be subject to the approval of any inspectors authorized by law. All subsequent installations or changes shall also be inspected and approved before connection to Auburn's system.

B. Auburn reserves the right to seal all meters, metering equipment and fused or un-fused switches, together with any enclosures, gutters or raceways containing un-metered circuits, whether any of such equipment has been furnished by the customer or Auburn; and to keep all of the foregoing sealed to the exclusion of all other parties.

C. No radio, wireless telegraph, wireless telephone or any other equipment may be connected to Auburn's lines, poles, crossarms or structures, except in accordance with the requirements of Auburn and upon written permission obtained from Auburn for each installation.

D. When, in its judgment, it is expedient to do so, Auburn shall have the right to install at its expense outdoor type "inverted sequence" meters upon the premises of the customer.

E. All neon, fluorescent or other types of lighting or luminous display equipment installed after the effective date hereof shall include, if necessary, auxiliary power factor corrective devices, as a part of or in connection with it, so that each unit of such equipment, or each group of such equipment that is controlled as a unit, will operate with a power factor of 90% (lagging) or higher. Such power factor corrective auxiliaries shall be so installed as to be de-energized when the equipment it corrects is not in operation. Any such equipment installed prior to the above date will be considered as a new installation and be subject to the above regulation in case it is rearranged, replaced or removed to a new location subsequent to the date.

F. In multiple tenancy buildings where each tenant is to be separately served as a customer of Auburn, the wiring in such buildings shall be arranged and provisions shall be made for the setting of Auburn's meters so that the consumption of electric energy by one customer will not register on the meter of another and disconnection of service to one customer will, in no way, interfere with service to another. No customer on such premises may interfere with or interrupt service to another customer. Auburn may withhold service from any such multiple tenancy building until this rule is complied with, and for violations of this rule, Auburn shall have the right to discontinue service to all customers on the premises, after seven days written notice, without liability to any of them.

51.27 MOTOR INSTALLATIONS, ETC

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

B. All apparatus used by the customer shall be of such a type as to secure the highest practicable commercial efficiency and power factor and the proper balancing of phases. With three wire, single phase systems, the load must be balanced so that the current flowing in the neutral wire shall not at any time exceed the current flowing in either outer wire by more than 4%. With three phase systems the energy flow must be balanced so the variations between any two phases shall not at any time exceed 20%.

C. Motors started frequently or motors arranged for automatic control must be of a type to give maximum starting torque with minimum current and, together with their controlling equipment, must be subject to the approval of Auburn.

D. Elevator installations, cranes, hoists or other equipment subject to damage because of phase failure or reversal should be equipped with reverse phase relays or other devices for automatically locking the circuits open in case of such contingencies.

E. The customer shall pay the cost of any special installation necessary to meet his requirements for service at other than standard voltages, phase or frequency, or for the supply of closer voltage regulations than is required by standard practice.

51.28 NOTICE TO AUBURN BEFORE INCREASING LOAD

The service connections, transformers, meters and appliances supplied by Auburn have a definite capacity which must not be exceeded, and no substantial increase of the customer's equipment or its electrical requirements will be permitted except upon written request to and consent by Auburn. Auburn reserves the right to disconnect service, upon 14 days written notice, to any customer upon violation of this rule.

51.29 METERS TO BE INSTALLED BY AUBURN

A. All electrical energy, unless specified otherwise, shall be measured by a meter or meters (which includes all auxiliary and supplemental measuring instruments) of standard manufacture, installed by Auburn upon the customer's premises ~~in accordance with Commission Rule 5, as amended from time to time, and~~subject to the meter and service rules of Auburn in force at the time of installation. If said meters or other appliance belonging to Auburn are willfully tampered with, damaged or destroyed due to negligence or misuse by the customer, or any member of his family, or by any officer, agent or employee of the customer, then the cost of the necessary repair or replacement shall be paid by the customer.

B. If, after reasonable investigation, Auburn determines that a customer has tampered with seals on any metering equipment, a property owner will be fined $275.00 for the first offense, a property owner will be fined ~~$500.00~~ $500.00 for a second offense and be subject to disconnection of service for a third offense. If after reasonable investigation, Auburn determines that a licensed electrician has tampered with seals on any metering equipment without proper notice to Auburn, the electrician will be subject to a fine of $275 for the first offense, $500.00 for the second offense, and be subject to Auburn revoking his electrician's license for a third offense.

C. Auburn will furnish one main watt-hour meter (including such auxiliary meters and instruments that may be required to supplement it) to enable the measurement of and billing for all energy of like character supplied to the customer for each service classification on the same premises. A separate bill will be rendered for the energy passing through and measured by each separate metering installation. An exception to

the above may be made where three phase four wire supply is available. In such cases three phase and single phase energy will be measured and billed through one meter, whenever practicable.

D. When the customer requires, for his own use and convenience, more than one main watt-hour meter as described in 51.30(C) for each supply of like character on the same premises, any and all expense of installation and operation of the added equipment shall be borne entirely by the customer.

E. When, in the judgment of Auburn, it is necessary to furnish more than one meter for each supply of like character on the same premises, because of practical conditions of measurements, engineering, safety, legal or other reasons, Auburn will furnish such additional equipment that it considers necessary, and will render the bills for such services as if the energy were supplied through a single meter.

F. When the convenience of Auburn requires more than one watt-hour meter to be installed in one building or more than one building, on the same premises for one customer under one contract, the KWH readings of said meters shall be taken collectively in determining the rate to which the customer is entitled. Under no conditions shall the KWH meter readings be taken collectively.

~~G. Auburn shall make a test on the accuracy of registration of a single phase meter at least every ten years, or at five year intervals if Auburn deems necessary. Three phase commercial network and self-contained meters shall be tested on a 48-month basis. Three-phase industrial demand and reactive metering units shall be tested on a 12-month interval.~~

~~H.~~G. If on test of any meter at the request of the customer, it is found to be more than 2% fast, Auburn shall refund to the customer an amount equal to the excess charged for the electricity incorrectly meters, for a period equal to one-half of the time elapsed since the previous test, but not to exceed 12 months.

~~I.~~H. If on test of any meter at the request of the customer, it is found to be more than 2% slow, Auburn may charge the customer for the electricity incorrectly metered, for a period equal to one-half of the time elapsed since the previous test, but not to exceed six months. If a meter is found not to register for any period, Auburn shall estimate the charge for the electricity used by averaging the amounts registered over corresponding periods in previous years.

(Amended 2024-12 passed 07/02/2024)

51.30 INCORRECT REGISTRATION OF METER

A. Whenever it is discovered that a meter is not registering correctly, adjustments covering such inaccuracy shall be made, ~~in accordance with Commission Rule 14(A), as amended from time to time.~~

B. Any other determinable billing error, including incorrect rate application, shall be adjusted to the known dates of error, date of connection of current customer, or one year, whichever is shorter.

C. Auburn will test the accuracy of registration of a meter upon written request of a customer and upon payment of a deposit of $18.50. If the meter to be tested is found to be outside limits, the deposit will be refunded. The customer will be responsible for all

costs incurred in the performance of such tests if the customer requires them to be performed outside of normal working hours.

51.31 TRANSFORMERS

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

51.32 CONTINUITY OF SUPPLY

A. Auburn will use reasonable diligence in providing a regular and uninterrupted supply of energy; but, if the supply should be interrupted or fail by reason of accidents, strikes, acts of God, legal process or procedure, federal, state or municipal action or interference, extraordinary repair or for any cause whatsoever not within the control of Auburn, Auburn shall not be held liable for damage, and such interruptions or failures shall invalidate any of the covenants of the contract.

B. In any case of deficiency of supply or any trouble with the electric service, notice shall be given promptly to the office of the Auburn Municipal Electric Department or the Auburn Police Department.

51.33 RELEASE OF AUBURN FROM LIABILITY

A. Auburn shall not be liable for any interruption of service caused by defective wiring or customer's appliances on the customer's premises.

B. Auburn shall not be liable for damages resulting to the customer, or to third persons, from the use of electricity or the presence of Auburn's property on the customer's premises, unless due to willful default or neglect on the part of Auburn.

51.34 AUBURN RESERVES THE RIGHT TO DISCONTINUE SUPPLY

A. Auburn shall have the right~~, subject to any provision of Commission Rule 16 to the contrary,~~ to discontinue service without notice and remove any of its property from the customer's premises without legal process, for any of the following reasons:

1. To facilitate energy repairs;
2. For want of supply of electric energy;
3. Where tampering or the fraudulent or unauthorized use of electricity is detected, or where Auburn's regulating or measuring equipment or other facilities have been tampered with and Auburn has reasonable grounds to believe the affected customer is responsible for such use or tampering;
4. Where a condition dangerous or hazardous to life, physical safety or property exists;
5. By order of any court~~, the Indiana Utility Regulatory Commission,~~ or other duly authorized public authority.

B. Auburn may discontinue service after 14 days prior written notice to a customer for any of the following reasons:

1. For nonpayment of delinquent bill.
2. For violation of any Auburn Municipal Electric Department Rule.
3. For breach of the service contract or line extension contract.

C. If, for any reason, Auburn has issued a notice of disconnection of service but because of a medical postponement or bill payment extension agreement such service was not

disconnected pursuant to such notice, Auburn may disconnect such service without further notice, upon the expiration of such postponement or any breach of such extension agreement.

D. Such discontinuance, provided for in 51.35(A),(B) and (C), shall not, however, invalidate any of the covenants of the contract of Auburn Rules; and Auburn shall have the right to enforce any contract notwithstanding such discontinuance.

E. If for any reason sufficient amounts of electric power, in the judgment of Auburn, are not available to Auburn to meet all existing and reasonably anticipated demands for service or to protect the integrity and stability of the system, Auburn reserves the right to restrict, limit or curtail electric service to any of its customers. Under these conditions appeals for voluntary curtailments of load will be initiated.

F. If supplies of electric power are not sufficient after the above named appeals for voluntary curtailment of load, Auburn reserves the right to order further electric service curtailment either by a priority of service system or interruption of selected circuits. Priority of service will be as follows (the highest priority as Class 1 and the lowest as Class 5):

1. human needs;
2. residential and living quarters;
3. commercial and industrial customers;
4. schools, colleges, universities and other educational institutions;
5. dispensable users and surplus capacity power.

G. Auburn reserves the right to order electric service curtailment without regard to priority of service when in its judgment such curtailment is required to forestall imminent and irreparable injury to life, property or the electric system. In the event mandatory curtailment is imposed, as above provided, Auburn, in addition may employ, for not more than two hours duration at any one time, selective short term service interruptions by operation on a rotational basis of distribution switching equipment to effect the necessary electric power curtailment.

51.35 BILLS, PAYMENT OF BILLS

A. Electric service bills, including budget bills, are issued each month as net bills. The Utility Deposit and Late Payment Policy can be found within Chapter 51 or the City of Auburn code of Ordinances. ~~The net amount, as indicated on the bill, is due and payable upon receipt. If payment of the net amount is not received by Auburn or a bank duly authorized as a collection agent within 17 days after the bill is mailed to the customer, the bill is delinquent. The net amount plus the late payment charge then becomes due. If the bill remains unpaid, a separate disconnect notice will be mailed to the customer 20 days after the due date, requiring payment of the delinquent amount within 14 days of the mailing date. If such payment is not received by the expiration of such 14 day period, service is thereafter subject to disconnection. Partial payments and payments on bills with disconnect notices will not be accepted by banks authorized as collection agents. When the due date falls on Saturday, Sunday or any legal holiday, the first business day thereafter shall be the due date. Failure to receive a bill shall not entitle the customer to the net bill if he fails to make payment within the said 17 day prompt payment period, nor shall it affect the right of Auburn to discontinue service as provided above.~~

B. The billing as determined by the most recent rates as approved by the ~~Commission~~ Auburn Common Council is net as shown and is payable on or before the final payment date specified on the bill. If all accounts are not so paid, a penalty for late payment shall be added which will be 10% higher than the stated rates for the first $3 of billing plus 3% higher for all net billing in excess of $3.

C. If Auburn is justified in discontinuing service to a customer at one location, Auburn shall have the right~~, subject to any provisions of Commission Rule 16 to the contrary,~~ to transfer unpaid charges to the same customer at any other location at which Auburn is rendering service to such customer, notwithstanding separate service contracts as may be in effect for each location. Furthermore, Auburn, upon 14 days advance written notice, shall have the right~~, subject to any provision of Commission Rule 16 to the contrary,~~ to discontinue its service to a customer at any location to which the charges have been transferred because of such customer's failure to pay such charges within the time prescribed in ~~51.36(A)~~said Utility Deposit and Late Payment policy.

D. All bill payments must be received in the office of the Auburn Municipal Electric Department or by a bank duly authorized as a collection agent on or before the stated due dates to avoid late payment charges and interruption of service.

E. When service is disconnected for nonpayment of a bill, or whenever for any reason beyond the control of Auburn, excepting acts of God, a reconnection of service is required by any customer, a minimum charge of $35, if reconnection is reasonably done between the regular business hours of 8:00 a.m. and 4:00 p.m., Monday through Friday (holidays excluded), and $75 if done at other times, or if reconnection must be done at the pole, will be made by Auburn to cover a part of the cost of disconnection and reconnection of the service. Disconnects shall not normally be made on Fridays or on days immediately preceding a holiday. This charge together with any arrears due Auburn and any service deposit required by Auburn must be paid before the service is reconnected.

F. When a customer issues a check to Auburn which is not honored by the bank, the maximum charge allowed by law will be billed to the customer for each such dishonored check.

G. All bills involving a consideration of the customer's demand shall show the demand and energy used, and any other modifying conditions, necessary in their calculation.

H. When Auburn detects fraudulent or unauthorized use of electricity, or Auburn's regulations, measuring equipment of other service facilities have been tampered with, Auburn may reasonably assume that the customer or other user has benefited by such fraudulent or unauthorized use or tampering and, therefore, is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and for the cost of field calls and the cost of effecting repairs necessitated by such use and/or tampering; provided, that Auburn may make a minimum charge of $25 per occurrence for such field calls and repairs. Under such circumstances Auburn may~~, subject to any provision of Commission Rule 16 to the contrary,~~ disconnect service without notice and Auburn is not required to reconnect the service until a deposit and all the above enumerated charges are paid in full.

I. Where single phase service is furnished, the applicable monthly customer charge shall apply for not less than 4 consecutive months each time that service is established, in

any given name. Where 3-phase service is furnished, the applicable monthly customer charge shall apply on a year round basis of not less than 12 consecutive months (or longer as may be specified in the electric service agreement). Therefore, seasonal disconnection of 3-phase service shall not avoid the applicable monthly customer charge.

51.36 ESTIMATED BILLS

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

B. At the request of the customer who is using or plans to use electricity as the principal means of heating a dwelling, and upon the approval of Auburn, a budget plan for the payment of electric service bills may be used. Based on actual experience (or estimated KWH consumption where there is no actual experience) Auburn will compute the annual electric service bill for all purposes and divide same by 12. The result shall be the amount to be paid by the customer as the "average monthly budget bill".

1. All budget plans shall commence with the bill payable in July of each year and end with the bill payable in June of the following year.
2. At the end of each annual billing period, terminating with the bill payable in June, the difference between the amount payable for all of the KWH actually used by customer plus customer charges, during the first 11 months of said annual billing period and the actual amount paid under the budget plan shall be determined and shall be the balance due Auburn. Said balance plus the actual bill for the 12th month of said annual billing period, shall be payable in June on or before the date specified on the bill. Any overpayment shall be refunded in cash or, at the option of the customer, will be credited to future billing of customer's account.
3. If a meter is tampered with or found not to register accurately for any period, Auburn shall estimate the charges for service used by averaging the amounts registered on the meter over similar periods, preceding or subsequent thereto, or over corresponding periods in previous years.

51.37 DISCONNECTION OF METER AFTER CONTINUED NON-READING

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

51.38 RESIDENTIAL SERVICE

A. Residential service is only applicable for service supplied to what is ordinarily designated and recognized as individual single family, residential, home or farm house use, including apartments, mobile homes and other individual single family dwelling quarters or units. Where service is supplied through one meter to more than a single family dwelling unit or living quarters or apartment, see elsewhere under "multiple dwelling units" as to billing and other requirements.

B. <u>The term "residential service" includes service to</u>:

1. The separate dwelling-units in an apartment house, but not the halls, basement or other portions of such building common to more than one such unit;
2. The premises occupied as the living-quarters of five persons or less who unite to establish a common dwelling-place for their own personal comfort and convenience on a cost-sharing basis;
3. The premises owned by a church, and primarily designated or set aside for, and actually occupied and used as, the dwelling-place of a priest, rabbi, pastor, rector, nun or other functioning Church Divine;
4. Private dwellings in which space is occasionally used for the conduct of business by a person residing therein.

C. The term does not include service to:

1. Premises institutional in character including clubs, fraternities, orphanages or homes;
2. Premises defined as a rooming or boarding house in the Auburn Municipal Code;
3. The space in an apartment or other residential building primarily devoted to a professional or other office, studio or other gainful pursuit.

D. In borderline cases, in which the principal use of energy will be for residential purposes, but it is desired to utilize a small amount of energy for non-residential purposes, such non-residential use will be permitted only when the equipment for such use is within the capacity of one 120 volt, 30 ampere branch circuit (or less than 3,000 watts capacity) and the non-residential consumption is less than the residential use on the premises. When the non-residential equipment exceeds the above stated maximum limit the entire non-residential wiring must be separated from the residential wiring, so that it may be metered separately, and the non-residential load will be billed under the appropriate commercial service rate.

E. Residential heating service is applicable under Rate Code 16 for house heating service where the house heating service installation conforms to the specifications and conditions hereinafter set forth.

1. All electric space heating equipment shall consist of a permanent installation to be approved by Auburn with maximum connected KVA explicitly stated. The electric heating equipment may consist of either individual room resistance space heating units installed in each room, or reversed cycle refrigeration "heat pump" units, or central "furnace type" units, not to exceed 25 KVA.
2. The entire heating installation (including heating units, wiring, ducts, controls, building insulation, etc.) shall be installed strictly in accordance with Auburn's Standards available at the Auburn Municipal Electric Department Office. Said Standards specify, among other things, that the minimum approved insulation for any electrically heated home shall have a thickness of not less than eight inches for outside ceiling areas, four inches
for outside walls and three inches for floors next to unheated areas, same to be installed with an approved vapor barrier. For concrete slab floor construction next to earth, two inches of effective edge and water proof perimeter insulation shall be installed, extending not less than 24 inches below the floor slab.
3. Where the home is heated by means of individual resistance heating units (ceiling or baseboard) the temperature of each room shall be controlled by means of individual thermostats installed in each room.

4. Where the home is heated by means of a circulation hot water heating system, using a centrally located electric resistance operated hot water heating unit and if the aggregate rated capacity of said hot water heating unit that can be in operation at any time exceeds 10 kW with a maximum limit of 25 kW, the charges as set forth in Rate Code 16 shall apply.

F. If a customer uses an average of more than 2,000 kilowatt hours per month during the months of October, November, December, January, February, March and April, the customer shall be billed under Rate Schedule R-AES (Rate Code 16). If a customer verifies in advance that he expects his usage to average more than 2,000 kilowatt hours per month for said months, the customer shall be billed under Rate Schedule R-AES (Rate Code 16). In May of each year a computation shall be made for said customer to determine if his average kilowatt hour consumption for said months is less than 2,000 kilowatt hours per month. In such event, the customer shall be re-billed for those months under Rate Schedule R (Rate Code 10) and shall be billed under Rate Schedule R (Rate Code 10) prospectively as well.

51.39 SERVICE TO MULTIPLE DWELLING UNITS

A. Where electrical energy is supplied through one meter and billed to one customer and serving two but not more than three separate dwelling units, and when the entire use of the service is for residential purposes, the customer shall, by written application to Auburn, elect whether:

1. The service will be classified as residential, in which case, for billing purposes, the customer charge of the residential rate shall be multiplied by the number of living quarters served through the meter; or
2. The service shall be classed as commercial, in which case, for billing purposes, the applicable commercial rate shall be applied on the basis of a single customer.

B. The election made by the customer shall continue for a period of 12 months and thereafter until the customer shall notify Auburn, in writing, of his election to have the selected classification changed. Each such election subsequent to the initial election shall continue for a 12 month period and thereafter until the customer again notifies Auburn in writing, of his election to change his selection of the classification of such service. This rule has no application to rooming houses, which will be served only under the commercial service rate.

51.40 EXCLUSIVE SUPPLY OF INSTALLATION CONNECTED

No other source of electric light or power supply shall be used by the customer on the same installation in conjunction with Auburn's supply. Exceptions to the above may be made for auxiliary power supply covered under special contract or for emergency generating units to be used only in the event of failure of Auburn's power supply and only through suitable switches to insure that the customer's emergency generation is isolated form Auburn's lines at all times.

51.41 THREE PHASE SERVICE - MINIMUM INSTALLATION

Three phase service will be supplied only where Auburn has the lines available, but no connection will be made for less than five horsepower, nor will the bill be based upon less than four kilowatts.

51.42 DETERMINATION OF CUSTOMER'S DEMAND

A. The monthly KVA billing demand shall be normally determined by measurement by taking the highest 15-minute integrated or equivalent thermal kW capacity and by dividing same by the average monthly power factor occurring at the time of the maximum capacity or by the average monthly power factor as may be determined by a ratcheted RKvah meter or by the power factor as may be determined by Auburn by means of periodic tests made by suitable metering equipment. The monthly KVA billing demand may also be determined by means of other suitable indication or recording metering equipment. All KVA billing demand shall be determined to the nearest whole KVA.

B. The billing demand may be adjusted where highly fluctuating or intermittent loads (such as welding machines, electric furnaces, hoists, cranes, elevators, x-rays and the like) are in operation by the customer. Auburn reserves the right to determine the billing capacity by averaging customer's total load over a 2-minute period.

C. The customer's demand upon Auburn's facilities will be determined by permanently installed meters of suitable design. Any demand resulting from unusual conditions, not conductive to practical or accurate metering, will be estimated and added, for billing purposes, to the measured demand.

D. When more than one demand meter is used to determine the customer's demand upon Auburn's facilities, the kilowatts of demand that are used in computing the bill shall be based upon:

1. The sum of the maximum demands of the several meters, without any consideration of their time of occurrence in the month, when the use of more than one meter is required by the customer; or
2. The sum of the simultaneous demands of the several meters, as near as can be determined practically, when the use of more than one meter is required by Auburn.

E. The billing demand applicable to all customers using firm service shall be based on the total demand established by the customer during the month being billed. However, the minimum billing demand shall not be less than the minimum demand specified for the applicable rate code.

The minimum demand billing requirements for the following rate codes shall be:

- **RC-39:** 50 kVA
- **RC-41 and RC-42:** 200 kVA
- **RC-43 and RC-44:** 50 kVA
- **RC-45 and RC-45t:** 5,000 kVA

~~E. The billing demand applicable for all customers using firm service shall be based upon the total demand established by the customer in the month being considered, but with the further provision that the demand charge shall not be based upon less than 60% of the highest demand established in any of the immediately preceding 11 months, or less than the minimum demand provided for in the applicable rate.~~

F. The billing demand applicable for reserve, auxiliary or stand-by service shall be determined as is stated in the rate available for that service.

51.43 EXTENSION OF CUSTOMER'S LINES BEYOND THE POINT OF SUPPLY

A. All cost of extending the customer's lines beyond the point of supply on his premises shall be at the expense of the customer. Service will not be supplied to the customer if any part of such extension is along or across any public highway, street or alley or across the property of any other person or corporation.

B. It is recognized that in some instances an industrial, commercial or institutional establishment operating as an integrated unit, extends to both sides of street or streets and would comprise a single area were it not for the intervening street. In such case, the rule above (with respect to an extension along or across a public street) shall not apply, provided the customer shall not have made written request for and Auburn shall have agreed in writing to supply such premises as an integrated unit. This exception is not to be constructed to permit the extension of a line between two or more integrated but separate premises, or an extension of a customer's line across or along a public street to supply two or more residential, commercial or other non-industrial premises.

C. In no case will Auburn be responsible for the maintenance or safety of service lines extended beyond the point of supply regardless of the fact that they may be located on a public thoroughfare, nor will Auburn assume any responsibility with respect to obtaining consent of municipal, county or state authorities for the construction and location of such lines.

51.44 VOLTAGE OF MEASUREMENT AND BILLING

All measurements will be made at the voltage stated in the rate, unless it is necessary and practical that Auburn measure at some other voltage. All bills will be computed at the voltage stated in the rate.

51.45 SERVICE LINES INSTALLED BY CUSTOMER

Service lines (conductors and equipment for delivering energy, not to exceed 600 volts, from the electric supply system to the wiring system of the premises served) may be installed by a customer subject to Auburn specifications and inspections. Customer must either submit a satisfactory design or plan to Auburn or reimburse Auburn for its design or plan before proceeding with any work. Auburn may refuse to energize such line unless the same is adequately inspected by Auburn. Auburn has no responsibility or liability for any service lines installed by a customer with respect to any property damage or personal injury directly or indirectly resulting from such line, notwithstanding an inspection thereof by Auburn.

51.46 CANCELLATION OF PRIOR RULES AND REGULATIONS

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

EMERGENCY CURTAILMENT AND LOAD REDUCTION PLAN

51.50 COMPANY LOAD REDUCTION

The following steps shall be taken by the Utility when its fuel supplies are decreasing and the remaining fuel supplies are sufficient in its opinion for not more than approximately 50 days' operation of its generation facilities:

A. Utility use of electric energy will be reduced in any way that will not jeopardize essential operations.

B. Fuel supply levels at the Utility's generating stations will become a determinant in economic dispatch decisions in the effort to maintain a reasonable supply of fuel at all generating stations.

C. The Utility will partially or fully terminate the avail-ability of electric energy under the surplus capacity provisions of rates for industrial and commercial power service. This shall not apply to cooperative or municipal utilities with generation.

51.51 CUSTOMER VOLUNTARY LOAD REDUCTION

A. If fuel supplies continues to decrease and the Utility's remaining fuel supply is sufficient, in its opinion, for not more than 50 days' operation of its generating facilities, appeals to users will be made for the voluntary curtailment of load. Efforts should be made to obtain a decrease in usage of approximately 25%, except that a lesser amount would be the goal for specific customers if the 25% reduction would result in situations where health and safety are not adequately protected.

B. Public appeals will be made by the Utility through appropriate news media asking customers to reduce their use of electric energy by approximately 25% because of the impending fuel shortage.

C. Direct appeals will be made by the Utility to major industrial and commercial customers and to wholesale customers requesting them to shut off nonessential loads and curtail usage in an effort to obtain a 25% reduction.

51.52 MANDATORY LOAD REDUCTION

If fuel supplies continue to decrease and the Utility's remaining fuel supply is sufficient, in its opinion, for not more than 40 days' operation of its generating facilities, mandatory curtailment will commence pursuant to 51.53 through 51.59.

51.53 MANDATORY CURTAILMENT OF SERVICE

When fuel supplies are sufficient for not more than 40 days' operation of the Utility's generating facilities or when for any reason sufficient amounts of electric power, in the judgment of the utility, are not available to the company to meet all existing and reasonably anticipated demands for service or to protect the integrity and stability of the system, the Utility shall have the right to restrict, limit, or curtail electric service within any of its systems so affected in accordance with any of the provisions of 51.50 through 51.59.

51.54 DEFINITIONS

For the purpose of 51.54 through 51.60 and 51.99 the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- BASE MONTHLY CONSUMPTION
  The customer's average billing month usage based upon the 3-month period in the prior 12 months which corresponds to the billing month being curtailed and the immediately preceding and succeeding months. Adjustments may be made for customers with changed circumstances that have caused the prior year's usage during the period to be non-representative of current usage during the period.

- COMMERCIAL CUSTOMERS

Customers engaged primarily in whole-sale or retail trade and services including clubs, institutions, and local, state, and federal governmental agencies, except educational institutions.

- DISPENSABLE USES
  1. The following and similar types of uses of electric energy shall be considered "DISPENSABLE USES";
     a. Outdoor flood and advertising lighting except for the minimum level necessary to protect life and property and a single illuminated sign identifying commercial facilities that are open after dark.
     b. General lighting levels in stores and offices greater than minimum functional levels.
     c. Show window and display lighting.
     d. Greater number of elevators operating in office buildings during non-peak hours than is necessary.
     e. Parking lot lighting above minimum functional levels.
     f. Energy use greater than that necessary to maintain a temperature of no less than 78°F during operation of cooling equipment and no more than 65°F during operation of heating equipment.
     g. Greater than minimum work schedules, such as for building cleaning and maintenance or restocking, which would require office or industrial facilities to be illuminated, cooled, or heated beyond normal hours.
     h. Nighttime sports and recreational activities.
     i. Public museums, art galleries, and historic buildings requiring illumination, cooling, or heating.
  2. Any dispensable use shall be provided the minimum amount of electricity to protect and maintain the dispensable use facilities.
- HUMAN NEEDS CUSTOMERS
  Includes hospitals, medical centers, nursing homes, and customers where curtailment would adversely affect public health and safety such as the Municipal Fire Department, Police Departments, Civil Defense, and emergency Red Cross services, and any other facility whose use of electric energy is vital to public health and safety as determined by the Utility.
- INDUSTRIAL CUSTOMERS
  Customers who are engaged primarily in a process that creates or changes raw or unfinished materials into another form or product.
- LIVING QUARTERS
  As used in Service Priority Class II, hotels, motels, dormitories, and similar dwelling places.
- RESIDENTIAL CUSTOMERS
  Customers living in residential dwellings, mobile homes, apartments, or condominiums.
- SERVICE OBLIGATION
  The largest metered demand, the peak demand for customers served on industrial and commercial rates, in the previous 12 months. If no such demand information is available, an estimate shall be used determined by dividing the kwh in the maximum usage month in such previous 12 months by 200 hours.

51.55 EMERGENCY CURTAILMENT WITHOUT REGARD TO PRIORITY

The Utility reserves the right to order electric service curtailment without regard to the priority of service when in its judgment such curtailment is required to forestall imminent and irreparable injury to life, property, or the electric system. Curtailment may include interruption of selected circuits. A curtailment pursuant to 51.50 through 51.59 shall not exceed 72 consecutive hours without approval of the Public Service Commission of Indiana.

51.56 PRIORITY OF SERVICE

Priority of service, in the event of mandatory curtailment, shall be as set forth below. The highest priority is Service Priority Class I and the lowest priority of service is Service Priority Class V.

Service Priority Class

1. Human needs
2. Residential and living quarters
3. Commercial and industrial customers Service Priority
4. Schools, colleges, universities, and other educational institutions.
5. Dispensable users and surplus capacity power.

51.57 MANDATORY CURTAILMENT PROCEDURE

A. Curtailment, unless pursuant to 51.55, shall begin with Service Priority Class V and continue as necessary through Service Priority Classes IV, III, II, and I as follows:

1. When the Utility's fuel supply reaches 40 days, public notice, by press release, shall be given to Service Priority Class V customers to fully (100%) curtail such service.
2. When the Utility's fuel supply reaches 40 days, public notice shall be given to Service Priority Class IV to curtail service to a service level of not more than 50% of service obligation or base monthly consumption, whichever is applicable as determined by the Utility, Service Priority Class III to curtail service to a service level of not more than 75% of service obligation or base monthly consumption, whichever is applicable as determined by the Utility, and Service Priority Class II to curtail service to a service level of not more than 85% of service obligation or base monthly consumption, whichever is applicable as determined by the Utility.
3. When the Utility's fuel supply reaches 30 days, public notice shall be given to Service Priority Class IV to curtail service fully to a service level that is necessary to protect and maintain Service Priority Class IV facilities, Service Priority Class III to curtail service to a service level of not more than 50% of service obligation or base monthly consumption, whichever is applicable as determined by the Utility, and Service Priority Class II to curtail service to a service level of not more than 75% of service obligation or base monthly consumption, whichever is applicable as determined by the Utility.
4. After Service Priority Classes IV, III and II are curtailed to a level of not more than indicated in division (3) above of service obligation or base monthly consumption, Service Priority Classes IV through II shall be further curtailed by equal percentages until full (100%) curtailment occurs.
5. After Service Priority Classes IV, III and II are in full (100%) curtailment, curtailment shall commence in Service Priority Class I as necessary.

B. Except as provided in division (A) (1), the Utility will give notice of curtailment in the most effective manner possible and as much in advance as possible with regard to the

exigencies and the number of customers to be notified. The curtailment shall be effective as of the time and date specified in the notice.

51.58 CURTAILMENT BY SHORT-TERM SERVICE INTERRUPTION

In the event mandatory curtailment is imposed, the Utility may employ, for not more than two hours' duration at any one time, selective short-term service interruptions by operation on a rotational basis of distribution switching equipment to effect the necessary curtailment in one or more service priority classes.

51.59 RESTORATION OF SERVICE

Service shall be restored in the reverse order of the original curtailment.

51.60 APPLICABILITY

The terms and provisions of 51.50 through 51.59 shall control notwithstanding any terms and provisions of rate schedules, general rules and regulations of the Utility, or any contract or agreement between the Utility and any customer to the contrary.

51.70 AUBURN ELECTRIC SMART GRID CUSTOMER RIGHTS

The City of Auburn has established certain rights for customers associated with the Electric Smart Grid Initiative.

51.71 OVERVIEW

The City of Auburn has outlined the core rights of utility customers as it relates to the Auburn Smart Grid Initiative (ASGI). The City developed these rights based on customer feedback and input, the goals of the overall ASGI, and current national and state guidelines and policies for smart grid projects.

Customers of the Auburn Electric Utility are entitled to responsible and transparent utility operations that include the right to be informed, the right to privacy, the right to options, and the right to data security.

51.72 THE RIGHT TO BE INFORMED

Customers will have access to customer information that helps explain available billing rate structures and options, outage information, peak demand, and the impact of energy

consumption habits on electric bills.

Customers will be informed and be able to view electricity consumption from a convenient user interface.

Customers will be informed of electric system enhancements that will support current and future tools (such as home area networks (HAN), electric vehicle charging, distributed generation, etc.) that empower them to actively control electricity consumption. The decision to install a device will be at the customer's expense if they choose to participate in the optional energy control programs.

51.73 THE RIGHT TO PRIVACY

Personal information / personal data will not be released to any third parties.

Customers will be informed of the available choices and consent options regarding the collection, use, and disclosure of energy consumption data.

Disclosure of energy usage data to any third party, such as in the case of a court order, is subject to federal, state, and local laws.

Customers will retain control of all in home devices and appliances. Customers may voluntarily participate in a utility managed energy control program and to include devices that the utility can adjust as a part of a Demand Response program. This includes programmable thermostats, jacuzzi/pool pumps and heaters, and energy storage systems.

Customers who wish to file a privacy violation complaint have the right to petition the Board of Public Works and Safety for a resolution.

51.74 THE RIGHT TO OPTIONS

Customers can select a billing rate structure that meets their needs. This includes the traditional fixed-rate pricing and time of use pricing programs when available. Customers may have the ability to change programs.

The City will not alter an individual's customer-selected rate program unless the customer is made aware of and consents to this change. Existing policy curtailment schedules will remain in effect.

Customers can choose how they will receive information from the utility.

Customers may purchase and use compatible devices, technologies and appliances that augment the understanding of, visibility into, and control of electricity consumption at their discretion.

51.75 THE RIGHT TO DATA SECURITY

All customers have the right to a functioning electric meter and customer web portal that will provide secure, confidential, and accurate electricity consumption data.

A utility cyber security plan, designed to protect the smart grid's critical computer infrastructure that may be a potential target of criminal threats, terrorism acts, industrial espionage, and/or politically motivated sabotage, will guide and govern all security policies and practices that apply to user energy information. A summary of this plan can be provided upon request.

51.76 SMART METERING~~IMPLEMENTATION~~

~~By As of January 1, 2014, the~~ The City of Auburn utilizes ~~shall has completed and implemented the~~ a smart metering system for the purpose of data collection for systems of the Auburn Electric Department.

51.99 PENALTY

Customers who fail to comply with a curtailment pursuant to 51.50 through 51.59 for more than seven days will be subject to disconnection for the duration of the emergency. Energy use by industrial and large commercial customers in excess of that permitted under curtailment shall be subject to a $.10 per kwh penalty, in addition to normal billing charges, for all electric energy taken in excess of mandatory curtailment limitations. Penalty charges collected hereunder shall be aggregated in a separate account, and shall be applied to reduce the fuel cost adjustment

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First Reading 10/06/2026
Second Reading 10/20/2026

charges of industrial and large commercial customers who, during the existence of a fuel emergency, have not used electric energy in excess of mandatory curtailment limitations.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Auburn, Indiana, this 20th day of October, 2026.

James Finchum, Councilmember

ATTEST:

Lorrie K Pontius
Lorrie K. Pontius
Clerk-Treasurer

Presented by me to the Mayor of the City of Auburn, Indiana, this me this 20th day of October, 2026.

Lorrie K Pontius
Lorrie K. Pontius, Clerk-Treasurer

APPROVED AND SIGNED by me this 20th day of October, 2026.

David E. Clark, Jr., Mayor

Received electronically 10/19/2026

First Reading 10/06/2026
Second Reading 10/20/2026

VOTING:	AYE	NAY
Natalie DeWitt		
Rod Williams		
James Finchum		
Dan Braun		
David Bundy		
Kevin Webb		
Emily Prosser		

Received electronically 10/19/2026

First Reading 10/06/2026
Second Reading 10/20/2026

EXHIBIT "A"

GENERAL REGULATIONS

51.01 CASH DEPOSIT FOR USE OF ELECTRIC CURRENT

The Electric Utility and the Clerk-Treasurer's office shall demand and receive a cash deposit to be based upon estimated monthly consumption before the use of electric current in any dwelling house or commercial establishment is permitted. The deposit shall be set by Council and may be obtained from the Clerk-Treasurers office. The cash deposit shall be credited on the account after 12 months of on-time payments or upon discontinuance of the service, the deposit will be credited to the account. Once the account is paid in full, any remaining balance will be refunded.

51.02 WIRING BUILDINGS

A. No alterations or changes shall be made in the wiring of any building nor shall any building be wired for the placing of electric lights, motors, heating devices, or any other purpose, without securing a permit from the Building and Planning Department. No change shall be made in any plant after inspection without approval from the Building and Planning Department.

B. Upon the completion of the wiring of any building or the completion of any outside construction work, it shall be the duty of the company, firm, or individual doing the work to notify the office manager, who shall at once cause the work to be inspected, and, if approved, he shall issue a certificate of satisfactory inspection which shall contain the date of the inspection and an outline of the results of such examination. No certificate shall be issued unless the electric light, power, or heating installation and all apparatus connected with it are in strict conformity with the rules and regulations of the National Electrical Code, and no current shall be turned on until a certificate is issued. All wires hidden from view shall be inspected before concealment and all parties installing such wires must notify the office manager so that he will have ample time in which to provide the inspection.

51.03 SCHEDULE OF RATES

A. Electric Rates and Charges

See Electric Rates and Charges located at https://www.ci.auburn.in.us/165/Electric

B. Payment

Bills are due and payable at the main office of the Auburn Electric Department within 19 days of the billing date on the statement.

51.04 MUNICIPAL STREET LIGHTING

The following provisions shall govern municipal street lighting.

A. Applicability

The municipal street lighting rate shall apply to all street lighting service furnished to the city.

B. Type of service furnished

The type of fixture to be installed shall conform to the standards established by the City Electric Utility Department, and may, at its option, consist of either incandescent, mercury-vapor, high pressure sodium, or LED fixtures.

1. The rated size in lumens of the fixture shall normally be determined by the Auburn Electric Utility Department, and shall be adequate to provide an intensity of illumination that is in accordance with the generally accepted standards for the location and use involved, taking into consideration all factors such as the width of the street, traffic conditions, and the spacing of lamps.
2. The Auburn Electric Utility Department shall install, operate, and maintain, at its expense, all street lighting equipment and appurtenances, including lamp replacements.

C. Request for additional lamps

Additional lamps shall be installed by the Auburn Electric Utility Department upon written authorization from the Common Council of the city and the request of the Board of Public Works and Safety.

D. Net rate for all street lighting services

All service shall be metered. The rate for all street lighting service shall be as per “Electric Rates and Charges, available online at https://www.ci.auburn.in.us/165/Electric.

E. Terms of payment

All street lighting service meters shall be read monthly and the total kwh furnished shall be billed to the city in accordance with the rate in (D) above. The city shall pay the Auburn Electric Utility Department for such service in the manner specified by Indiana law.

51.05 [RESERVED]

51.06 UTILITY SERVICES PROVIDED TO AREAS NOT ANNEXED

No city utility service, including electric, will be provided outside of the territorial limits of the city without:

A. A title search or letter from a title company certifying the owner of the real estate and providing a copy of the title deed;

B. The submission of an irrevocable petition for voluntary annexation of the real estate to be served if said property is contiguous to the current corporate boundary limits of the City of Auburn. If said property does not comply with the contiguous boundary required for voluntary annexation, the requestor electric services shall be required to sign an agreement waiving any remonstrance of future annexation of the real estate, and shall agree to submit a petition for voluntary annexation if the contiguity requirement are met at a future date. Said agreement shall become a part and condition of any conveyance of the real estate; and

C. Payment of the costs of the voluntary annexation, or title search and recordation of the Consent and Waiver by the titleholder.

ELECTRIC DEPARTMENT RULES AND REGULATIONS

51.10 RATE, RULES AND REGULATIONS

A. A copy of all rates, rules and regulations under which electric service will be supplied, is available online and may be inspected by the public in the Clerk-Treasurer's office at Ninth and Cedar Streets or the Auburn Municipal Electric Department, hereinafter referred to as Auburn.

B. All of the electric service furnished by Auburn shall be subject to said rates, rules and regulations, which are by reference made a part of all standard contracts (both oral and written) for service,

(except when modified by special contract). The failure of Auburn to enforce any of the terms of these rules and regulations shall not be deemed a waiver of its rights to do so.

C. Auburn shall supply, free of charge, a copy of the rate schedules applicable to the types of service available to new applicants for, and existing customers of, residential service, upon request by the applicant or customer. Where more than one rate is applicable to the service taken, the customer shall designate which rate is desired.

D. Where applicable, the customer, upon written application, may change from one rate to another once during the first contract year, effective retroactively to the date of connection, and once at the end of each 12-month period thereafter, but not effective retroactively.

51.11 WRITTEN APPLICATION OR CONTRACT MAY BE REQUIRED

A. A written application or contract properly executed may be required before Auburn is obligated to supply service. Application for residential service, including residential heating service, or commercial service for loads of 49 KVA or less, need not be in writing unless a written line extension agreement is required under these rules. Auburn may reject any application, whether written or otherwise, on account of unpaid charges or any other valid reason authorized by the Auburn rules or ordinances.

B. Contracts for residential service, and for commercial service under Rate Codes 30 or 35 with 49 kVA or less connected load, shall be for no definite term, other than what is called for in the rate, unless a line extension agreement is also involved. Contracts for all other customers shall be categorized as follows: standard term - not less than three years; short term - not less than three years; temporary service or special contract.

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

D. Auburn reserves the right to require that all applications for service be in the name of the property owner who shall be responsible for the payment of all bills. All applications involving the initial establishment of service to premises not previously served, must be made by the property owner. Where the premises are occupied by a tenant, and without in any manner relieving the property owner of his responsibility for payment of all bills, Auburn reserves the right to bill the tenant directly for electric service and require tenant to make a suitable advance deposit to secure the payment of all bills.

51.12 STANDARD TERM CONTRACT

A. The initial term shall begin when Auburn first supplies electricity under the contract, unless some other beginning date is stated specifically in the contract. At the expiration of the initial term, the contract shall be renewed automatically for successive like terms unless either party shall have given the other written notice of its desire to terminate the agreement at least 60 days prior to the expiration of the initial term or of any renewal thereof.

B. Rate changes may be elected by the customer from time to time, during the life of such contract, as provided in 51.10(D).

51.13 SHORT TERM CONTRACT - TEMPORARY SERVICE

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

B. Service for a term less than three years and for temporary service will be supplied under the conditions of a short term contract, which are:

1. That Auburn has adequate transmission and distribution facilities available.
2. If any extension of facilities is required, the customer shall make advance deposit of the net cost, in accordance with the provisions for Line Extensions - Plan B.
3. Service bills and the conditions for any such supply will be according to Rate Code 30 or to either Rate Codes 35, 39, 41, 42, 43, 44 or 45.

51.14 SPECIAL CONTRACT

A. A special contract may be made in case of unusual capacity requirements or load characteristics, unusual investment required or other abnormal conditions. Such contract term shall be commensurate with the conditions and shall be subject to the approval of the Board of Public Works and Safety.

B. Contracts for budget billing shall be available only to electrically heated residential customers and shall be renewed automatically unless previously cancelled by either Auburn or the customer.

51.15 CHANGE OF CONTRACT TERM; CHANGE OF LINE EXTENSION CONTRACT

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

51.17 DEPOSIT TO INSURE PAYMENT OF BILLS

A. Residential

1. The utility may require from each new customer for utility service a cash deposit equal to the customer’s estimated billing for a period of one-sixth ($1/6^{th}$) of the estimated annual billings of the property being serviced, but not less than $120.00, as a deposit and guarantee against nonpayment of bills for service for those who fail to establish creditworthiness. For newly constructed homes, the estimated annual billing shall be based on a home with similar square footage as determined by the Clerk-Treasurer. Applicants for residential service shall establish creditworthiness by a criterion that is established without regard to economic character of the area which the applicant resides; and solely upon the credit risk of the individual without regard to the collective credit reputation of the area in which he or she lives.
2. Each new applicant for residential utility service shall be deemed creditworthy and shall not be required to make a cash deposit as a condition of receiving service if the applicant satisfies the following criteria:

a. Owes no outstanding bills for service rendered within the past four (4) years by any such utility;
b. During the last twelve (12) consecutive months that the service was provided, did not have more than two (2) bills that were delinquent to any utility or, if service was rendered for a period for less than twelve (12) months, did not have more than one (1) delinquent bill in such period; and
c. Within the last two (2) years did not have a service disconnected by a utility for nonpayment of a bill for services rendered by that utility.

3. If the applicant has not been a customer of a utility during the previous two (2) years, any two (2) of the following criteria are met:
   The applicant either:
   a. Has been employed by his or her present employer for two (2) years;
   b. Has been employed by his or her present employer for less than two (2) years, but has been employed by only one (1) other employer during the past two (2) years; or
   c. Has been employed by the present employer for less than two (2) years and has no previous employment due to recently graduating from a school, university, or vocational program or being discharged from military service.
   d. Either owns or is buying his or her home or is renting a home or an apartment and has occupied the premises for more than two (2) years.
   e. The applicant has credit cards, charge accounts, or has extended credit by a bank, commercial concern, or individual unless a credit check shows that the applicant has been in default on any such account more than twice within the last twelve (12) months.
4. If the applicant fails to establish that he or she is creditworthy, the applicant may be required to make a cash deposit. Such deposit shall not exceed one-sixth (1/6th) of the estimated annual cost of service to be rendered to the applicant. A utility may require a present customer to make such deposit when:
   a. The customer has been mailed disconnect notices for two (2) consecutive months;
   b. The customer has been mailed disconnect notices for any three (3) months within the preceding twelve (12) month period; or
   c. The service to the customer has been disconnected within the past four (4) years pursuant to 170 IAC 4-1-16.
5. The amount of such deposit may not exceed an amount equal to one-sixth ($1/6^{th}$) of the expected annual billings for the customer at the address at which service is rendered. Deposits may be held more than twelve (12) months and shall not earn interest. Requirements for refunds shall be as follows: Deposits shall be credited to the customer's account upon satisfactory payments for a period of twelve (12) consecutive months
6. Following customer-requested termination of service, the utility shall apply the deposit to the final bill.
   The Utility shall maintain a record of each applicant or customer making a deposit that shows the following:
   a. The name of the customer.
   b. The current address of the customer so long as he or she maintains an active account with the utility in his or her name.
   c. The amount of the deposit
   d. The date the deposit was made.
   e. A record of each transaction affecting said deposit.

7. Each customer shall be provided with a receipt from the utility at the time his or her deposit is paid. or he or she makes a partial payment. The utility shall provide a reasonable method by which a customer who is unable to locate his or her receipt may establish that he or she is entitled to a refund of the deposit.
8. Any deposit made by the applicant, customer or any other person to the utility (less any lawful deductions), or any sum the utility is ordered to refund for utility service that has remained unclaimed for one (1) year after the utility has made diligent effort to locate the person who made such deposit or the heirs of such person, shall be presumed abandoned and may be transferred to the utility's operating fund.
9. A deposit may be used by the utility to cover any unpaid balance following disconnection of service.
10. In no event shall services be provided to any customer who is a renter or contract purchaser, unless the owner of the real estate signs the application and agrees to be responsible for any service rendered to the property in the event that the renter or contract purchaser fails to pay the charges rendered for service. The owner of a property may require a co-signor on utility accounts for renters, who shall sign the application and provide name and contact information to the Clerk-Treasurer's Office of the City of Auburn. The co-signor shall sign the appropriate forms with the City of Auburn that shall jointly bind the individual for any past due accounts on said property. The City shall make efforts to pursue collection of past due accounts from the customer and the co-signor before pursuing the owner of the property. Notice of the past due account shall also be made to the owner of the property being served before taking legal action. All demands for payments for past due accounts made shall be copied to the property owner and the owner shall be made aware that failure by the customer and/or co-signor to pay the account may result in legal action against the customer, co-signor and the owner jointly in a Court of competent jurisdiction.
11. The utility shall require current customers to maintain a deposit equivalent to one-sixth ($1/6^{th}$) of the properties annual billing but not less than $120.00 if the customer has been mailed a disconnect notice for two (2) consecutive months or any three (3) months within the preceding twelve (12) month period, or when the service has been disconnected. In cases where the deposit is required as a result of a disconnection for nonpayment, full payment of the deposit will be required prior to restoration of service.
12. Any deposit held by the City shall, upon discontinuance of service, be credited to the customer's account. Once the account has been paid in full, any remaining balance of the deposit shall be refunded to the customer, along with a statement accounting for the deposit and any transactions applied to it.
13. The procedure following a customer request for termination of service is as follows:
    a. The utility will require payment of any past due balance currently billed and owed.
    b. The utility will apply the deposit to the final billing.
    c. Any portion of the deposit remaining after the application will be forwarded to the customer.
14. The utility will maintain a record of each applicant or customer making a deposit which will indicate the following:
    a. The name of the customer.
    b. The current address of the customer so long as there exists an active account with the utility in the same name.
    c. The name of the owner of the property.
    d. The current address of the owner of the property.
    e. The name of the co-signor.

f. The current address of the co-signor so long as there exists a current account with the customer and the utility department.
g. The amount of the deposit.
h. The date of the receipt of the deposit.

15. Each customer shall be provided a receipt from the utility at the time the deposit is paid.
16. Any deposit made by the applicant, customer, or any other person to the utility (less any lawful deductions) or any sum which the utility is ordered to refund for utility service, which has remained unclaimed for one (1) year after the utility has made diligent efforts to locate the person who made the deposit or the heirs of the person, will be presumed abandoned and may be transferred to the utility's operating fund.
17. A deposit may be used by the utility to apply toward any unpaid balance following disconnection of service provided, however, any surplus may be returned to the customer. In instances where the deposit is used to pay arrearages, the utility shall require a new deposit to replace that applied to the unpaid balances before service is restored.
18. The procedure for taking legal action on past due accounts shall be as follows:
    a. At all times, owners, customers and co-signors shall have access to all account information upon request.
    b. Upon a disconnect notice being issued a duplicate of said notice shall be sent by regular U.S. Mail to the co-signor and/or owner of the property involved. No disconnection shall take place until proper notice has been given to all relevant parties.
    c. After disconnection and before any legal action is taken a demand letter shall be sent requesting that the account be made current within ten (10) days.
    d. Should the account not be made current within ten (10) days, the City of Auburn shall then take action against the customer, the co-signor, and the property owner in a competent court of law in an effort to recover the unpaid utility services.
    e. Any judgment rendered shall act as a judgment on the real estate until said time that the amount is paid by the account holder.
19. Utility deposits shall only be released to a third party upon written agreement between the owner of the deposit and the third party being presented to the City of Auburn Utility Department.
20. The City of Auburn shall develop a form that will be signed by all customers, co-signors, and owners regarding the provisions continued in this chapter.

B. Non-Residential

All new non-residential customers may make a cash deposit to assure payment of such customer's bill for utility services. Such deposit shall be required as a condition for obtaining service. Deposits taken shall not exceed one-sixth ($1/6^{th}$) of the estimated annual billings for the property being serviced. Deposits received shall be refunded after a period of twelve (12) months, if said customer has made timely payments for said period. If timely payments have not been made the deposit shall be held until said time as timely payments have been made for twelve (12) consecutive months

As amended Ordinance 2017-01, passed 2/7/2017

51.18 CHANGES OF ADDRESS, DISCONTINUANCE, AND THE LIKE

A. Customers must make application to the office of Auburn Municipal Electric Department before they commence using electric energy from the Auburn system. A customer will be subject to disconnect without notice if service is used without application.

B. A customer shall notify Auburn at least three days prior to the date such customer desires service to be disconnected and Auburn shall have three working days thereafter to make such disconnection. A customer after so notifying Auburn, shall not be responsible for any service rendered after such three working days, except that any customer who fails to request disconnection of service as provided herein shall be responsible for the payment for all service rendered by Auburn while the account remains in such customer's name.

C. Should a business being served be suspended or discontinued, due to fire or other causes beyond the control of the customer, the service contract, upon written request by the customer, shall become inoperative until business is resumed, except for unbilled amounts due Auburn for service theretofore rendered by it thereunder, at which time the contract and all its conditions shall become operative for the remainder of the term of the contract.

D. When a customer requests that service be disconnected at a given location, Auburn may, at its election, discontinue service by either making a physical disconnection of the service at such location, or obtaining an actual meter reading and leaving the service connected with the account in the name of another customer.

51.19 ASSIGNMENT OF CONTRACT

The benefit and obligation of any service contract (except budgeting contract) shall begin when Auburn commences to supply electrical service thereunder, and shall inure to the benefit of and be finding upon the respective heirs, personal representatives, successors and assigns of the original parties thereto; provided, that no assignment shall be made by the customer without first obtaining Auburn's written consent.

51.20 RESALE OF ENERGY

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

51.21 OVERHEAD LINE EXTENSIONS

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

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

C. Plan A

Overhead extension of single phase and three phase line of any capacity. Applicable with standard term contracts only.

1. An extension of Auburn's service facilities, including changes from single phase to three phase, will be made at Auburn's expense if, in the judgment of Auburn, the return on the investment and the stability and credit of the customer justify it, provided the customer will guarantee payment, if required, in each of 30 consecutive months or until 30 service bills have been paid, of not less than one-thirtieth of the cost of such extension, including transformers and service connection (but not the metering equipment), but in any case, not less than the minimum bill

provided for in the applicable rate. After 30 consecutive monthly extension charges have been paid as agreed, the regular minimum bill provision of the applicable rate will apply.

2. Subject to the approval of Auburn, one or more customers of a group may assume more than the average share of the minimum monthly extension guarantee, if it will be more equitable to do so.
3. Plan A is restricted to agreements with existing customers at present locations at the effective date hereof.

D. Plan B

Overhead extension of single phase or three phase line of any capacity. Applicable with all contracts for less than the standard term (including temporary service) and with standard term contracts which may have an uncertain or insufficient return (including supply to welding, x-ray or other apparatus which may have inherently low load-factor and may require relatively high investment per unit of capacity).

1. There shall be a determination of the entire cost of the line extension, including transformers, but excluding metering equipment. Such cost will be called the gross cost of the extension. There shall be also an estimate of the entire cost of the extension (including transformers but not the metering equipment) plus the cost of removing it to Auburn's storeroom less any salvage in its removal. Such estimated cost, which represents "out-of-pocket" expense to Auburn, will be called the net cost of the extension.
2. The customer shall deposit the net cost of the extension with Auburn in advance of construction. Said deposit will be returned to customer, as a credit on his bills for electric service, payable at the end of each 12 months after the effective date of the contract, or when the service is discontinued, if prior to termination of the contract, at the rate of one-thirtieth of the net cost of the extension, in each month in which his net bill for electric service is equal to or greater than one-thirtieth of the gross cost of the extension. Said return of the advance deposit will be continued as long as service is taken, during the first five years after completion of the extension, but the total amount refunded shall not exceed the amount deposited. In case of temporary construction, no refund will be made if service is used less than one year.
3. If the extension is to provide increased facilities for an existing customer, then the provision stated in 51.21(D)(2) for advance deposit and for refunding it, will apply only to the increase of revenue with respect to the increase of investment required. Accordingly, the amounts refunded by Auburn shall be one-thirtieth of the net cost of the extension, in each month in which the net bill for electric service equals or exceeds the revenue in an agreed "base" month (preferably the average of the net bills in the immediately preceding year) by one-thirtieth of the gross cost of the extension.
4. A special contract may be required by Auburn before it will make extensions involving transformers in excess of 100 KVA single phase (or 300 KVA total) or where unusually large or expensive switching or control equipment will be required.

E. Service Connection

Auburn will designate the point at which the overhead service connection will be brought to the Customer's building. The point of service contact on the building shall be readily accessible and shall be at the closest point to Auburn's pole from which service wires are to be run without contact of such wires with the building at another point. The Customer's service entrance conductors shall, if possible, terminate so that the service drops will not cross adjacent property, and will not require the use of an extra pole or poles. Service conductors protruding from the service head for connection to Auburn's service drop should be at least 24 inches for sizes up to No. 4. Larger sizes should extend a minimum of 36 inches.

F. Service to additional customers for an existing line extension

Each overhead line extension shall be considered as a unit in determining the monthly minimum guarantee and the basis for advances and refunds. Additional customers may be connected to an overhead line extension already built at the time the additional customers are connected, provided the inclusion of the new customers will not increase the cost to the existing customers. Otherwise, an extension to serve such additional customers will be treated as a new separate extension. When additional customers are connected within six years of the completion of such overhead line extension, initial applicants for said extension may be entitled to a refund, in proportion to their respective contributions toward the cost of such extension, an amount equal to two and one-half time the estimated annual revenue from such additional customers, less the cost to serve such additional customers; provided, that the total of all refunds to such applicant shall not exceed such applicant's total contribution.

G. Right-of-way - Tree Trimming

The above plans for overhead line extensions are contingent upon assistance by the applicant for service in securing the necessary right-of-way and tree trimming permits or other necessary permits. Auburn shall be under no obligation to start construction in the event such rights-of-way or permits cannot be so obtained.

H. Title to Line Extensions

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

51.22 INSTALLATION OF UNDERGROUND LINES

A. Underground distribution lines will be installed only where, in the opinion of Auburn, such installation is necessary. The decision whether such lines shall be installed underground or overhead shall be made by the Auburn Municipal Electric Department.

Underground line installations will be made in accordance with the Underground Practices and Procedures (hereinafter referred to as the UPP) set forth below or by special contract; provided, however, that the UPP shall not be construed as requiring Auburn to make any underground installation that in the judgment of Auburn, cannot be technologically or economically justified.

B. UPP Definitions

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- DEVELOPER
  One or more natural or artificial entities that own, improve or remodel real estate.

- ELECTRIC LINES
  Primary, secondary or service wires exclusively used or intended for the distribution of electric energy within a Residential Development or Commercial Complex at nominal voltages of not more than 15,000 volts, but excluding, without limitation, main feeder lines used or intended for the distribution of electric energy beyond a Residential Development or Commercial Complex at any nominal voltage, and such other wires that are necessarily or customarily located at or above ground level in an underground system.

- RESIDENTIAL DEVELOPMENT

Five or more contiguous single-family, two-family or mobile home dwellings, either proposed or existing; 18 contiguous units for multi-family use, either proposed or existing; or a combination of the two, which may be treated by Auburn as a unit for all purposes incident to the underground installation electric lines within the developer's project.

- COMMERCIAL COMPLEX
  Any proposed or existing non-residential development in which one or more businesses are conducted of the type falling within Standard Industrial Classifications 501 through 999 as set forth in the current edition of the Standard Industrial Classification Manual prepared by the Office of Management and Budget of the Executive Office of the President of the United States.

- DEVELOPER'S PROJECT
  The specific Residential Development or Commercial Complex for which the developer has made application to Auburn for the installation of underground electric lines.

- COST OF INSTALLATION
  The total expenditure Auburn will incur for labor, material, overhead and supervision in the installation of electric lines and associated facilities that are required to serve the developer's project.

- REVENUE
  The sum of the net billing for 30 consecutive monthly periods, such as two and one-half years, resulting from the application of Auburn's applicable rate for electric service to the total number of kilowatt-hours consumed by the developer's project for such periods.

- NET LOSS
  The cost of removal, plus the reproduction cost new depreciated, less the salvage value of electric lines, including associated facilities.

C. Terms and Conditions of UPP

1. Application Required

   The developer shall make application to Auburn for the type underground installation desired designating the location of the developer's project affected. Such application shall be reviewed by Auburn to determine if the underground installation contemplated is consistent with these terms and conditions; Auburn shall require the developer to execute an agreement as to any or all of the matters set forth herein if the developer is required to participate in the cost of such underground installation.

2. Payment Required in Advance of Construction

   Any payment required to be made to Auburn by the developer pursuant to these terms and conditions shall be made in advance of any construction work required by these Terms and Conditions to be performed by Auburn.

3. New Projects

   Where the Developer's application involves installation of underground electric lines in a developer's project not having had electric utility service previously, the Developer shall pay to Auburn the amount, if any, by which the estimated cost of installation as computed by Auburn exceeds estimated revenue of such project as computed by Auburn.

4. Conversion of Existing Projects

Where the developer's application involves the replacement of overhead electric lines with underground electric lines of like electrical capacity rating, the developer shall pay the estimated Net Loss of the overhead electric lines so replaced; in addition, the developer shall pay Auburn the amount, if any, by which the estimated cost of installation as computed by Auburn exceeds estimated revenue of such project as computed by Auburn; the developer also shall assume the responsibility for, and pay the cost of, the trenching and backfilling necessary to the installation of the underground electric lines; provided, that the extent to which such overhead electric lines may be replaced with underground electric lines shall be within the sole discretion of Auburn to determine, consistent with sound engineering and economic principles.

5. Upgrading of Existing Projects

   Where the developer's application involves the replacement of overhead electric lines with underground electric lines having a greater electrical capacity rating, the developer shall pay Auburn the amount, if any, by which the estimated cost of installation, as computed by Auburn exceeds estimated revenue of such project as computed by Auburn; in addition, the developer shall assume responsibility for, and pay the cost of trenching and backfilling necessary to install the underground electric lines; the developer also shall pay the estimated Net Loss of only those overhead electric lines which are replaced with underground electric lines of a like electrical capacity rating; provided, that the extent to which overhead electric lines may be replaced with underground electric lines shall be within the sole discretion of Auburn determine, consistent with sound engineering and economic principles.

6. Data Required of Developer

   The developer shall furnish Auburn with building plans, site plans, building layouts, electrical load information, street addresses and other such data sufficiently in advance for Auburn to meet service requirements, and in sufficient detail to enable Auburn to determine the type, capacity and extent of the electric lines to be installed.

7. Functions Comprising Auburn Municipal Electric Department Work

   Work to be performed by Auburn in the underground installation of electric lines may include, without limitations, all or any part of the following functions: planning, engineering, scheduling, material purchasing, construction, metering and connection. Should the developer make any changes in the plans or other data to be filed with Auburn pursuant to 51.22(C)(6) which necessitate revisions in any such functions, the developer shall pay all costs incurred by Auburn as a result thereof.

8. Developer to Furnish Easements

   The developer shall furnish, at no cost to Auburn, all easements and rights-of-way in, on, over and through private real estate for the installation of the electric lines to serve the developer's project. Auburn reserves the right to specify the routes, locations and conditions of such easements and rights-of-way.

9. Developer to Furnish Conduit

   The developer shall furnish and install all conduit for those electric lines running from the meter facility or junction box away from the permanent structure either to the point where all paved patios, pools, sidewalks, driveways and other paved areas are cleared by at least two feet, or to such other point as Auburn may designate in writing to the developer; the developer shall be responsible for, and pay the cost of, all trenching and backfilling that is required to install such conduit, irrespective of the type of developer's project involved, and the cost of such trenching and backfilling as originally estimated by Auburn shall be deducted from the estimated cost of installation; provided,

that in the event there are no such paved areas to be cleared, the developer shall install all conduit from the meter facility or junction box down the outside surface of permanent structures to a depth of 18 inches below grade level.

10. Developer's Responsibility as to Trench Routes

    With respect to the trench routes which Auburn is required by these terms and conditions to trench and backfill the developer shall stake all property corners, permanent structures and all underground facilities which are the developer's responsibility to locate within the developer's project; grade such trench routes to within four inches of final grade; clear therefrom all surface and subsurface obstructions, which prevent the use of standard trenching equipment, to a depth of 36 inches below final grade; and be responsible for maintaining the grade and clearance of such trench routes during and subsequent to Auburn's work in installing the electric lines underground. Any damage to persons or property resulting from the failure of the developer, or to the successors or assigns thereof responsible for such failure. Provided, nothing in 51.22(C)(10) shall preclude the developer from doing all the trenching and backfilling required for the installation of electric lines underground at his own cost and expense, and the cost of such trenching and backfilling as originally estimated by Auburn shall be deducted from the estimated cost of installation. If Auburn, at the request of the developer, employs nonstandard methods or equipment not contemplated in 51.22(C)(10), the developer shall pay the difference in cost between the standard method as estimated by Auburn and such nonstandard method. Auburn reserves the right at any time, to postpone any part of the work of installing electric lines underground due to excess moisture, frozen ground or any other condition beyond its control.

11. Developer to Protect Landscaping

    The developer assumes all responsibility for the protection of landscaping during Auburn's underground installation of electric lines and for any replanting or reseeding of the trench routes that may be required as a result of such installation.

12. Developer's Work Subject to Auburn Standards

    Any work required by these terms and conditions to be performed by the developer shall be done in accordance with the most recent issue of Auburn's "Construction Standards", copies of which are on file with and are available for examination at the Auburn Municipal Electric Department's main office. The timely completion of such work by the developer shall be prerequisite to Auburn's obligation to perform the work required of it hereunder and to render electric utility service to the developer's project.

13. Auburn's Work Limited to its Standards

    The utilization of voltages and configurations for underground installation of electric lines are limited to those set forth in the most recent issue of Auburn's "Electric Service and Meter Manual". The electric lines and other equipment installed by Auburn and the manner in which they are installed, shall be in accordance with the most recent issue of Auburn's "Construction

    Standards". Deviations from such "Electric Service and Meter Manual" and such "Construction Standards" may be permitted; provided, the developer agrees, in advance, to pay the cost thereof and Auburn has given its prior written consent. Any provision of the "Electric Service and Meter Manual" or of the "Construction Standards" of Auburn which is in conflict with these terms and conditions shall be deemed amended to conform to these terms and conditions.

14. Connection Points Determined by Auburn

Auburn shall install the underground electric lines for the developer's project from the nearest point of connection with Auburn's existing and unaltered primary or secondary service lines to each of the meter facilities or junction boxes located outside on permanent structures comprising the developer's project. Auburn reserves the right to determine the location of all connection points, including, without limitation, termination and metering points.

15. Auburn Secondary Network Excluded

    Notwithstanding anything herein to the contrary, these terms and conditions shall not apply to any underground secondary network that is now or may be hereafter established by Auburn in areas of high load density located within Auburn's service area.

16. Underground Installation to Less than Five Dwelling Units

    Notwithstanding anything herein to the contrary, Auburn may install underground electric lines:

    a. To less than five existing single-family, two family or mobile home dwelling units in areas predominantly served with overhead electric lines, upon agreement that the developer thereof shall do all trenching and backfilling required for such installation; install a conduit, together with fitting, conforming to Auburn's specifications, running from the meter facility away from permanent structures either to the point where all paved patios, pools, sidewalks and driveways and other paved areas are cleared at least two feet or to such other point as Auburn may designate in writing to the developer; pay to Auburn the cost of time, materials, and equipment required to furnish and install the electric cable, less the 30 month net revenue based on consumption; and comply with any other provisions of these terms and conditions not inconsistent with 51.22(C)(16)(a) and the net loss provisions of 51.22(C)(4) or (5), whichever is applicable.
    b. To less than five new or proposed single-family, two-family or mobile home dwelling units in accordance with 51.22(C)(3) and all other applicable provisions of these terms and conditions.

D. Underground Extensions in Underground Transmission Districts

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

51.23 DESCRIPTION OF EQUIPMENT TO BE SERVED

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

51.24 RIGHT-OF-WAY PERMITS

A. The customer shall obtain, on forms provided by or approved by Auburn, all necessary rights-of-way in, on, over or through private property for the installation and maintenance of all poles, wires, transformers, conduit or other equipment necessary or convenient for supply of service to such customer.

B. Auburn shall have the right to install, construct and operate such poles, wires, fixtures and other equipment (overhead and underground) on customer's property and shall have the right to maintain such poles, wires, fixtures and other equipment including the right to trim and remove trees located

on customer's property, as, in Auburn's judgment, are reasonably necessary to the operation and maintenance of such facilities.

C. The properly authorized agents of Auburn shall have the right, at all reasonable times, to enter upon the premises of the customer for the purpose of installing, meter reading, inspecting, repairing or replacing appliances used in connection with the supply of service contract, for the purpose of obtaining a meter reading prior to physical disconnection and for removal of Auburn's property.

D. Failure of any customer to comply with 51.24(A) and (B) hereof shall be sufficient cause for Auburn to refuse, withhold or disconnect service to such customer until compliance therewith has been obtained.

51.25 SPACE FOR AUBURN'S METERS, TRANSFORMERS AND APPLIANCES

When the character of service requires it, the customer shall provide, free of expense to Auburn, and near the service entrance, a suitable and dry space or room for the necessary meter, any and all auxiliary apparatus, distribution transformers or other appliances which may be furnished by Auburn. Such spaces or rooms shall be kept easily accessible at all times, shall not be used for storage purposes and shall be kept free of foreign materials of any nature.

51.26 CUSTOMER'S WIRING

A. The applicant for electrical service shall provide and install the necessary wiring and service entrance equipment at his own expense. All such wiring and equipment shall be constructed and maintained entirely in accordance with the current meter service rules of Auburn and shall be subject to the approval of any inspectors authorized by law. All subsequent installations or changes shall also be inspected and approved before connection to Auburn's system.

B. Auburn reserves the right to seal all meters, metering equipment and fused or un-fused switches, together with any enclosures, gutters or raceways containing un-metered circuits, whether any of such equipment has been furnished by the customer or Auburn; and to keep all of the foregoing sealed to the exclusion of all other parties.

C. No radio, wireless telegraph, wireless telephone or any other equipment may be connected to Auburn's lines, poles, crossarms or structures, except in accordance with the requirements of Auburn and upon written permission obtained from Auburn for each installation.

D. When, in its judgment, it is expedient to do so, Auburn shall have the right to install at its expense outdoor type "inverted sequence" meters upon the premises of the customer.

E. All neon, fluorescent or other types of lighting or luminous display equipment installed after the effective date hereof shall include, if necessary, auxiliary power factor corrective devices, as a part of or in connection with it, so that each unit of such equipment, or each group of such equipment that is controlled as a unit, will operate with a power factor of 90% (lagging) or higher. Such power factor corrective auxiliaries shall be so installed as to be de-energized when the equipment it corrects is not in operation. Any such equipment installed prior to the above date will be considered as a new installation and be subject to the above regulation in case it is rearranged, replaced or removed to a new location subsequent to the date.

F. In multiple tenancy buildings where each tenant is to be separately served as a customer of Auburn, the wiring in such buildings shall be arranged and provisions shall be made for the setting of Auburn's meters so that the consumption of electric energy by one customer will not register on the meter of another and disconnection of service to one customer will, in no way, interfere with service to another. No customer on such premises may interfere with or interrupt service to another customer. Auburn may withhold service from any such multiple tenancy building until this rule is

complied with, and for violations of this rule, Auburn shall have the right to discontinue service to all customers on the premises, after seven days written notice, without liability to any of them.

51.27 MOTOR INSTALLATIONS, ETC

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

B. All apparatus used by the customer shall be of such a type as to secure the highest practicable commercial efficiency and power factor and the proper balancing of phases. With three wire, single phase systems, the load must be balanced so that the current flowing in the neutral wire shall not at any time exceed the current flowing in either outer wire by more than 4%. With three phase systems the energy flow must be balanced so the variations between any two phases shall not at any time exceed 20%.

C. Motors started frequently or motors arranged for automatic control must be of a type to give maximum starting torque with minimum current and, together with their controlling equipment, must be subject to the approval of Auburn.

D. Elevator installations, cranes, hoists or other equipment subject to damage because of phase failure or reversal should be equipped with reverse phase relays or other devices for automatically locking the circuits open in case of such contingencies.

E. The customer shall pay the cost of any special installation necessary to meet his requirements for service at other than standard voltages, phase or frequency, or for the supply of closer voltage regulations than is required by standard practice.

51.28 NOTICE TO AUBURN BEFORE INCREASING LOAD

The service connections, transformers, meters and appliances supplied by Auburn have a definite capacity which must not be exceeded, and no substantial increase of the customer's equipment or its electrical requirements will be permitted except upon written request to and consent by Auburn. Auburn reserves the right to disconnect service, upon 14 days written notice, to any customer upon violation of this rule.

51.29 METERS TO BE INSTALLED BY AUBURN

A. All electrical energy, unless specified otherwise, shall be measured by a meter or meters (which includes all auxiliary and supplemental measuring instruments) of standard manufacture, installed by Auburn upon the customer's premises subject to the meter and service rules of Auburn in force at the time of installation. If said meters or other appliance belonging to Auburn are willfully tampered with, damaged or destroyed due to negligence or misuse by the customer, or any member of his family, or by any officer, agent or employee of the customer, then the cost of the necessary repair or replacement shall be paid by the customer.

B. If, after reasonable investigation, Auburn determines that a customer has tampered with seals on any metering equipment, a property owner will be fined $275 for the first offense, a property owner will be fined $500.00 for a second offense and be subject to disconnection of service for a third offense. If after reasonable investigation, Auburn determines that a licensed electrician has

tampered with seals on any metering equipment without proper notice to Auburn, the electrician will be subject to a fine of $275 for the first offense, $500.00 for the second offense, and be subject to Auburn revoking his electrician's license for a third offense.

C. Auburn will furnish one main watt-hour meter (including such auxiliary meters and instruments that may be required to supplement it) to enable the measurement of and billing for all energy of like character supplied to the customer for each service classification on the same premises. A separate bill will be rendered for the energy passing through and measured by each separate metering installation. An exception to the above may be made where three phase four wire supply is available. In such cases three phase and single phase energy will be measured and billed through one meter, whenever practicable.

D. When the customer requires, for his own use and convenience, more than one main watt-hour meter as described in 51.30(C) for each supply of like character on the same premises, any and all expense of installation and operation of the added equipment shall be borne entirely by the customer.

E. When, in the judgment of Auburn, it is necessary to furnish more than one meter for each supply of like character on the same premises, because of practical conditions of measurements, engineering, safety, legal or other reasons, Auburn will furnish such additional equipment that it considers necessary, and will render the bills for such services as if the energy were supplied through a single meter.

F. When the convenience of Auburn requires more than one watt-hour meter to be installed in one building or more than one building, on the same premises for one customer under one contract, the KWH readings of said meters shall be taken collectively in determining the rate to which the customer is entitled. Under no conditions shall the KWH meter readings be taken collectively.

G. If on test of any meter at the request of the customer, it is found to be more than 2% fast, Auburn shall refund to the customer an amount equal to the excess charged for the electricity incorrectly meters, for a period equal to one-half of the time elapsed since the previous test, but not to exceed 12 months.

H. If on test of any meter at the request of the customer, it is found to be more than 2% slow, Auburn may charge the customer for the electricity incorrectly metered, for a period equal to one-half of the time elapsed since the previous test, but not to exceed six months. If a meter is found not to register for any period, Auburn shall estimate the charge for the electricity used by averaging the amounts registered over corresponding periods in previous years.

(Amended 2024-12 passed 07/02/2024)

51.30 INCORRECT REGISTRATION OF METER

A. Whenever it is discovered that a meter is not registering correctly, adjustments covering such inaccuracy shall be made.

B. Any other determinable billing error, including incorrect rate application, shall be adjusted to the known dates of error, date of connection of current customer, or one year, whichever is shorter.

C. Auburn will test the accuracy of registration of a meter upon written request of a customer and upon payment of a deposit of $18.50. If the meter to be tested is found to be outside limits, the deposit will be refunded. The customer will be responsible for all costs incurred in the performance of such tests if the customer requires them to be performed outside of normal working hours.

51.31 TRANSFORMERS

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

51.32 CONTINUITY OF SUPPLY

A. Auburn will use reasonable diligence in providing a regular and uninterrupted supply of energy; but, if the supply should be interrupted or fail by reason of accidents, strikes, acts of God, legal process or procedure, federal, state or municipal action or interference, extraordinary repair or for any cause whatsoever not within the control of Auburn, Auburn shall not be held liable for damage, and such interruptions or failures shall invalidate any of the covenants of the contract.

B. In any case of deficiency of supply or any trouble with the electric service, notice shall be given promptly to the office of the Auburn Municipal Electric Department or the Auburn Police Department.

51.33 RELEASE OF AUBURN FROM LIABILITY

A. Auburn shall not be liable for any interruption of service caused by defective wiring or customer's appliances on the customer's premises.

B. Auburn shall not be liable for damages resulting to the customer, or to third persons, from the use of electricity or the presence of Auburn's property on the customer's premises, unless due to willful default or neglect on the part of Auburn.

51.34 AUBURN RESERVES THE RIGHT TO DISCONTINUE SUPPLY

A. Auburn shall have the right to discontinue service without notice and remove any of its property from the customer's premises without legal process, for any of the following reasons:

1. To facilitate energy repairs;
2. For want of supply of electric energy;
3. Where tampering or the fraudulent or unauthorized use of electricity is detected, or where Auburn's regulating or measuring equipment or other facilities have been tampered with and Auburn has reasonable grounds to believe the affected customer is responsible for such use or tampering;
4. Where a condition dangerous or hazardous to life, physical safety or property exists;
5. By order of any court or other duly authorized public authority.

B. Auburn may discontinue service after 14 days prior written notice to a customer for any of the following reasons:

1. For nonpayment of delinquent bill.
2. For violation of any Auburn Municipal Electric Department Rule.
3. For breach of the service contract or line extension contract.

C. If, for any reason, Auburn has issued a notice of disconnection of service but because of a medical postponement or bill payment extension agreement such service was not disconnected pursuant to such notice, Auburn may disconnect such service without further notice, upon the expiration of such postponement or any breach of such extension agreement.

D. Such discontinuance, provided for in 51.35(A),(B) and (C), shall not, however, invalidate any of the covenants of the contract of Auburn Rules; and Auburn shall have the right to enforce any contract notwithstanding such discontinuance.

E. If for any reason sufficient amounts of electric power, in the judgment of Auburn, are not available to Auburn to meet all existing and reasonably anticipated demands for service or to protect the integrity and stability of the system, Auburn reserves the right to restrict, limit or curtail electric

service to any of its customers. Under these conditions appeals for voluntary curtailments of load will be initiated.

F. If supplies of electric power are not sufficient after the above named appeals for voluntary curtailment of load, Auburn reserves the right to order further electric service curtailment either by a priority of service system or interruption of selected circuits. Priority of service will be as follows (the highest priority as Class 1 and the lowest as Class 5):

1. human needs;
2. residential and living quarters;
3. commercial and industrial customers;
4. schools, colleges, universities and other educational institutions;
5. dispensable users and surplus capacity power.

G. Auburn reserves the right to order electric service curtailment without regard to priority of service when in its judgment such curtailment is required to forestall imminent and irreparable injury to life, property or the electric system. In the event mandatory curtailment is imposed, as above provided, Auburn, in addition may employ, for not more than two hours duration at any one time, selective short term service interruptions by operation on a rotational basis of distribution switching equipment to effect the necessary electric power curtailment.

51.35 BILLS, PAYMENT OF BILLS

A. Electric service bills, including budget bills, are issued each month as net bills. The Utility Deposit and Late Payment Policy can be found within Chapter 51 or the City of Auburn code of Ordinances.

B. The billing as determined by the most recent rates as approved by the Auburn Common Council is net as shown and is payable on or before the final payment date specified on the bill. If all accounts are not so paid, a penalty for late payment shall be added which will be 10% higher than the stated rates for the first $3 of billing plus 3% higher for all net billing in excess of $3.

C. If Auburn is justified in discontinuing service to a customer at one location, Auburn shall have the right to transfer unpaid charges to the same customer at any other location at which Auburn is rendering service to such customer, notwithstanding separate service contracts as may be in effect for each location. Furthermore, Auburn, upon 14 days advance written notice, shall have the right to discontinue its service to a customer at any location to which the charges have been transferred because of such customer's failure to pay such charges within the time prescribed in said Utility Deposit and Late Payment policy.

D. All bill payments must be received in the office of the Auburn Municipal Electric Department or by a bank duly authorized as a collection agent on or before the stated due dates to avoid late payment charges and interruption of service.

E. When service is disconnected for nonpayment of a bill, or whenever for any reason beyond the control of Auburn, excepting acts of God, a reconnection of service is required by any customer, a minimum charge of $35, if reconnection is reasonably done between the regular business hours of 8:00 a.m. and 4:00 p.m., Monday through Friday (holidays excluded), and $75 if done at other times, or if reconnection must be done at the pole, will be made by Auburn to cover a part of the cost of disconnection and reconnection of the service. Disconnects shall not normally be made on Fridays or on days immediately preceding a holiday. This charge together with any arrears due Auburn and any service deposit required by Auburn must be paid before the service is reconnected.

F. When a customer issues a check to Auburn which is not honored by the bank, the maximum charge allowed by law will be billed to the customer for each such dishonored check.

G. All bills involving a consideration of the customer's demand shall show the demand and energy used, and any other modifying conditions, necessary in their calculation.

H. When Auburn detects fraudulent or unauthorized use of electricity, or Auburn's regulations, measuring equipment of other service facilities have been tampered with, Auburn may reasonably assume that the customer or other user has benefited by such fraudulent or unauthorized use or tampering and, therefore, is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and for the cost of field calls and the cost of effecting repairs necessitated by such use and/or tampering; provided, that Auburn may make a minimum charge of $25 per occurrence for such field calls and repairs. Under such circumstances Auburn may disconnect service without notice and Auburn is not required to reconnect the service until a deposit and all the above enumerated charges are paid in full.

I. Where single phase service is furnished, the applicable monthly customer charge shall apply for not less than 4 consecutive months each time that service is established, in any given name. Where 3-phase service is furnished, the applicable monthly customer charge shall apply on a year round basis of not less than 12 consecutive months (or longer as may be specified in the electric service agreement). Therefore, seasonal disconnection of 3-phase service shall not avoid the applicable monthly customer charge.

51.36 ESTIMATED BILLS

A. An estimated bill may be issued when an actual meter reading cannot be obtained for any reasons. Any difference between the estimated bill and the customer's actual usage will be adjusted in accordance with the next meter reading.

B. At the request of the customer who is using or plans to use electricity as the principal means of heating a dwelling, and upon the approval of Auburn, a budget plan for the payment of electric service bills may be used. Based on actual experience (or estimated KWH consumption where there is no actual experience) Auburn will compute the annual electric service bill for all purposes and divide same by 12. The result shall be the amount to be paid by the customer as the "average monthly budget bill".

1. All budget plans shall commence with the bill payable in July of each year and end with the bill payable in June of the following year.
2. At the end of each annual billing period, terminating with the bill payable in June, the difference between the amount payable for all of the KWH actually used by customer plus customer charges, during the first 11 months of said annual billing period and the actual amount paid under the budget plan shall be determined and shall be the balance due Auburn. Said balance plus the actual bill for the 12th month of said annual billing period, shall be payable in June on or before the date specified on the bill. Any overpayment shall be refunded in cash or, at the option of the customer, will be credited to future billing of customer's account.
3. If a meter is tampered with or found not to register accurately for any period, Auburn shall estimate the charges for service used by averaging the amounts registered on the meter over similar periods, preceding or subsequent thereto, or over corresponding periods in previous years.

51.37 DISCONNECTION OF METER AFTER CONTINUED NON-READING

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

51.38 RESIDENTIAL SERVICE

A. Residential service is only applicable for service supplied to what is ordinarily designated and recognized as individual single family, residential, home or farm house use, including apartments, mobile homes and other individual single family dwelling quarters or units. Where service is supplied through one meter to more than a single family dwelling unit or living quarters or apartment, see elsewhere under "multiple dwelling units" as to billing and other requirements.

B. The term "residential service" includes service to:

1. The separate dwelling-units in an apartment house, but not the halls, basement or other portions of such building common to more than one such unit;
2. The premises occupied as the living-quarters of five persons or less who unite to establish a common dwelling-place for their own personal comfort and convenience on a cost-sharing basis;
3. The premises owned by a church, and primarily designated or set aside for, and actually occupied and used as, the dwelling-place of a priest, rabbi, pastor, rector, nun or other functioning Church Divine;
4. Private dwellings in which space is occasionally used for the conduct of business by a person residing therein.

C. The term does not include service to:

1. Premises institutional in character including clubs, fraternities, orphanages or homes;
2. Premises defined as a rooming or boarding house in the Auburn Municipal Code;
3. The space in an apartment or other residential building primarily devoted to a professional or other office, studio or other gainful pursuit.

D. In borderline cases, in which the principal use of energy will be for residential purposes, but it is desired to utilize a small amount of energy for non-residential purposes, such non-residential use will be permitted only when the equipment for such use is within the capacity of one 120 volt, 30 ampere branch circuit (or less than 3,000 watts capacity) and the non-residential consumption is less than the residential use on the premises. When the non-residential equipment exceeds the above stated maximum limit the entire non-residential wiring must be separated from the residential wiring, so that it may be metered separately, and the non-residential load will be billed under the appropriate commercial service rate.

E. Residential heating service is applicable under Rate Code 16 for house heating service where the house heating service installation conforms to the specifications and conditions hereinafter set forth.

1. All electric space heating equipment shall consist of a permanent installation to be approved by Auburn with maximum connected KVA explicitly stated. The electric heating equipment may consist of either individual room resistance space heating units installed in each room, or reversed cycle refrigeration "heat pump" units, or central "furnace type" units, not to exceed 25 KVA.
2. The entire heating installation (including heating units, wiring, ducts, controls, building insulation, etc.) shall be installed strictly in accordance with Auburn's Standards available at the Auburn Municipal Electric Department Office. Said Standards specify, among other things, that the minimum approved insulation for any electrically heated home shall have a thickness of not less than eight inches for outside ceiling areas, four inches for outside walls and three inches for floors next to unheated areas, same to be installed with an approved vapor barrier. For concrete slab floor construction next to earth, two inches of effective edge and water proof perimeter insulation shall be installed, extending not less than 24 inches below the floor slab.

3. Where the home is heated by means of individual resistance heating units (ceiling or baseboard) the temperature of each room shall be controlled by means of individual thermostats installed in each room.
4. Where the home is heated by means of a circulation hot water heating system, using a centrally located electric resistance operated hot water heating unit and if the aggregate rated capacity of said hot water heating unit that can be in operation at any time exceeds 10 kW with a maximum limit of 25 kW, the charges as set forth in Rate Code 16 shall apply.

F. If a customer uses an average of more than 2,000 kilowatt hours per month during the months of October, November, December, January, February, March and April, the customer shall be billed under Rate Schedule R-AES (Rate Code 16). If a customer verifies in advance that he expects his usage to average more than 2,000 kilowatt hours per month for said months, the customer shall be billed under Rate Schedule R-AES (Rate Code 16). In May of each year a computation shall be made for said customer to determine if his average kilowatt hour consumption for said months is less than 2,000 kilowatt hours per month. In such event, the customer shall be re-billed for those months under Rate Schedule R (Rate Code 10) and shall be billed under Rate Schedule R (Rate Code 10) prospectively as well.

51.39 SERVICE TO MULTIPLE DWELLING UNITS

A. Where electrical energy is supplied through one meter and billed to one customer and serving two but not more than three separate dwelling units, and when the entire use of the service is for residential purposes, the customer shall, by written application to Auburn, elect whether:

1. The service will be classified as residential, in which case, for billing purposes, the customer charge of the residential rate shall be multiplied by the number of living quarters served through the meter; or
2. The service shall be classed as commercial, in which case, for billing purposes, the applicable commercial rate shall be applied on the basis of a single customer.

B. The election made by the customer shall continue for a period of 12 months and thereafter until the customer shall notify Auburn, in writing, of his election to have the selected classification changed. Each such election subsequent to the initial election shall continue for a 12 month period and thereafter until the customer again notifies Auburn in writing, of his election to change his selection of the classification of such service. This rule has no application to rooming houses, which will be served only under the commercial service rate.

51.40 EXCLUSIVE SUPPLY OF INSTALLATION CONNECTED

No other source of electric light or power supply shall be used by the customer on the same installation in conjunction with Auburn's supply. Exceptions to the above may be made for auxiliary power supply covered under special contract or for emergency generating units to be used only in the event of failure of Auburn's power supply and only through suitable switches to insure that the customer's emergency generation is isolated form Auburn's lines at all times.

51.41 THREE PHASE SERVICE - MINIMUM INSTALLATION

Three phase service will be supplied only where Auburn has the lines available, but no connection will be made for less than five horsepower, nor will the bill be based upon less than four kilowatts.

51.42 DETERMINATION OF CUSTOMER'S DEMAND

A. The monthly KVA billing demand shall be normally determined by measurement by taking the highest 15-minute integrated or equivalent thermal kW capacity and by dividing same by the

average monthly power factor occurring at the time of the maximum capacity or by the average monthly power factor as may be determined by a ratcheted RKvah meter or by the power factor as may be determined by Auburn by means of periodic tests made by suitable metering equipment. The monthly KVA billing demand may also be determined by means of other suitable indication or recording metering equipment. All KVA billing demand shall be determined to the nearest whole KVA.

B. The billing demand may be adjusted where highly fluctuating or intermittent loads (such as welding machines, electric furnaces, hoists, cranes, elevators, x-rays and the like) are in operation by the customer. Auburn reserves the right to determine the billing capacity by averaging customer's total load over a 2-minute period.

C. The customer's demand upon Auburn's facilities will be determined by permanently installed meters of suitable design. Any demand resulting from unusual conditions, not conductive to practical or accurate metering, will be estimated and added, for billing purposes, to the measured demand.

D. When more than one demand meter is used to determine the customer's demand upon Auburn's facilities, the kilowatts of demand that are used in computing the bill shall be based upon:

1. The sum of the maximum demands of the several meters, without any consideration of their time of occurrence in the month, when the use of more than one meter is required by the customer; or
2. The sum of the simultaneous demands of the several meters, as near as can be determined practically, when the use of more than one meter is required by Auburn.

E. The billing demand applicable to all customers using firm service shall be based on the total demand established by the customer during the month being billed. However, the minimum billing demand shall not be less than the minimum demand specified for the applicable rate code.

The minimum demand billing requirements for the following rate codes shall be:

- **RC-39:** 50 kVA
- **RC-41 and RC-42:** 200 kVA
- **RC-43 and RC-44:** 50 kVA
- **RC-45 and RC-45t:** 5,000 kVA

F. The billing demand applicable for reserve, auxiliary or stand-by service shall be determined as is stated in the rate available for that service.

51.43 EXTENSION OF CUSTOMER'S LINES BEYOND THE POINT OF SUPPLY

A. All cost of extending the customer's lines beyond the point of supply on his premises shall be at the expense of the customer. Service will not be supplied to the customer if any part of such extension is along or across any public highway, street or alley or across the property of any other person or corporation.

B. It is recognized that in some instances an industrial, commercial or institutional establishment operating as an integrated unit, extends to both sides of street or streets and would comprise a single area were it not for the intervening street. In such case, the rule above (with respect to an extension along or across a public street) shall not apply, provided the customer shall not have made written request for and Auburn shall have agreed in writing to supply such premises as an integrated unit. This exception is not to be constructed to permit the extension of a line between two or more integrated but separate premises, or an extension of a customer's line across or along a public street to supply two or more residential, commercial or other non-industrial premises.

C. In no case will Auburn be responsible for the maintenance or safety of service lines extended beyond the point of supply regardless of the fact that they may be located on a public thoroughfare, nor will Auburn assume any responsibility with respect to obtaining consent of municipal, county or state authorities for the construction and location of such lines.

51.44 VOLTAGE OF MEASUREMENT AND BILLING

All measurements will be made at the voltage stated in the rate, unless it is necessary and practical that Auburn measure at some other voltage. All bills will be computed at the voltage stated in the rate.

51.45 SERVICE LINES INSTALLED BY CUSTOMER

Service lines (conductors and equipment for delivering energy, not to exceed 600 volts, from the electric supply system to the wiring system of the premises served) may be installed by a customer subject to Auburn specifications and inspections. Customer must either submit a satisfactory design or plan to Auburn or reimburse Auburn for its design or plan before proceeding with any work. Auburn may refuse to energize such line unless the same is adequately inspected by Auburn. Auburn has no responsibility or liability for any service lines installed by a customer with respect to any property damage or personal injury directly or indirectly resulting from such line, notwithstanding an inspection thereof by Auburn.

51.46 CANCELLATION OF PRIOR RULES AND REGULATIONS

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

EMERGENCY CURTAILMENT AND LOAD REDUCTION PLAN

51.50 COMPANY LOAD REDUCTION

The following steps shall be taken by the Utility when its fuel supplies are decreasing and the remaining fuel supplies are sufficient in its opinion for not more than approximately 50 days' operation of its generation facilities:

A. Utility use of electric energy will be reduced in any way that will not jeopardize essential operations.

B. Fuel supply levels at the Utility's generating stations will become a determinant in economic dispatch decisions in the effort to maintain a reasonable supply of fuel at all generating stations.

C. The Utility will partially or fully terminate the availability of electric energy under the surplus capacity provisions of rates for industrial and commercial power service. This shall not apply to cooperative or municipal utilities with generation.

51.51 CUSTOMER VOLUNTARY LOAD REDUCTION

A. If fuel supplies continues to decrease and the Utility's remaining fuel supply is sufficient, in its opinion, for not more than 50 days' operation of its generating facilities, appeals to users will be made for the voluntary curtailment of load. Efforts should be made to obtain a decrease in usage of approximately 25%, except that a lesser amount would be the goal for specific customers if the 25% reduction would result in situations where health and safety are not adequately protected.

B. Public appeals will be made by the Utility through appropriate news media asking customers to reduce their use of electric energy by approximately 25% because of the impending fuel shortage.

C. Direct appeals will be made by the Utility to major industrial and commercial customers and to wholesale customers requesting them to shut off nonessential loads and curtail usage in an effort to obtain a 25% reduction.

51.52 MANDATORY LOAD REDUCTION

If fuel supplies continue to decrease and the Utility's remaining fuel supply is sufficient, in its opinion, for not more than 40 days' operation of its generating facilities, mandatory curtailment will commence pursuant to 51.53 through 51.59.

51.53 MANDATORY CURTAILMENT OF SERVICE

When fuel supplies are sufficient for not more than 40 days' operation of the Utility's generating facilities or when for any reason sufficient amounts of electric power, in the judgment of the utility, are not available to the company to meet all existing and reasonably anticipated demands for service or to protect the integrity and stability of the system, the Utility shall have the right to restrict, limit, or curtail electric service within any of its systems so affected in accordance with any of the provisions of 51.50 through 51.59.

51.54 DEFINITIONS

For the purpose of 51.54 through 51.60 and 51.99 the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- BASE MONTHLY CONSUMPTION
  The customer's average billing month usage based upon the 3-month period in the prior 12 months which corresponds to the billing month being curtailed and the immediately preceding and succeeding months. Adjustments may be made for customers with changed circumstances that have caused the prior year's usage during the period to be non-representative of current usage during the period.

- COMMERCIAL CUSTOMERS
  Customers engaged primarily in whole-sale or retail trade and services including clubs, institutions, and local, state, and federal governmental agencies, except educational institutions.

- DISPENSABLE USES
  1. The following and similar types of uses of electric energy shall be considered "DISPENSABLE USES";
     a. Outdoor flood and advertising lighting except for the minimum level necessary to protect life and property and a single illuminated sign identifying commercial facilities that are open after dark.
     b. General lighting levels in stores and offices greater than minimum functional levels.
     c. Show window and display lighting.
     d. Greater number of elevators operating in office buildings during non-peak hours than is necessary.
     e. Parking lot lighting above minimum functional levels.
     f. Energy use greater than that necessary to maintain a temperature of no less than 78°F during operation of cooling equipment and no more than 65°F during operation of heating equipment.
     g. Greater than minimum work schedules, such as for building cleaning and maintenance or restocking, which would require office or industrial facilities to be illuminated, cooled, or heated beyond normal hours.
     h. Nighttime sports and recreational activities.

i. Public museums, art galleries, and historic buildings requiring illumination, cooling, or heating.

2. Any dispensable use shall be provided the minimum amount of electricity to protect and maintain the dispensable use facilities.

- HUMAN NEEDS CUSTOMERS
  Includes hospitals, medical centers, nursing homes, and customers where curtailment would adversely affect public health and safety such as the Municipal Fire Department, Police Departments, Civil Defense, and emergency Red Cross services, and any other facility whose use of electric energy is vital to public health and safety as determined by the Utility.

- INDUSTRIAL CUSTOMERS
  Customers who are engaged primarily in a process that creates or changes raw or unfinished materials into another form or product.

- LIVING QUARTERS
  As used in Service Priority Class II, hotels, motels, dormitories, and similar dwelling places.

- RESIDENTIAL CUSTOMERS
  Customers living in residential dwellings, mobile homes, apartments, or condominiums.

- SERVICE OBLIGATION
  The largest metered demand, the peak demand for customers served on industrial and commercial rates, in the previous 12 months. If no such demand information is available, an estimate shall be used determined by dividing the kwh in the maximum usage month in such previous 12 months by 200 hours.

51.55 EMERGENCY CURTAILMENT WITHOUT REGARD TO PRIORITY

The Utility reserves the right to order electric service curtailment without regard to the priority of service when in its judgment such curtailment is required to forestall imminent and irreparable injury to life, property, or the electric system. Curtailment may include interruption of selected circuits. A curtailment pursuant to 51.50 through 51.59 shall not exceed 72 consecutive hours without approval of the Public Service Commission of Indiana.

51.56 PRIORITY OF SERVICE

Priority of service, in the event of mandatory curtailment, shall be as set forth below. The highest priority is Service Priority Class I and the lowest priority of service is Service Priority Class V.

Service Priority Class

1. Human needs
2. Residential and living quarters
3. Commercial and industrial customers Service Priority
4. Schools, colleges, universities, and other educational institutions.
5. Dispensable users and surplus capacity power.

51.57 MANDATORY CURTAILMENT PROCEDURE

A. Curtailment, unless pursuant to 51.55, shall begin with Service Priority Class V and continue as necessary through Service Priority Classes IV, III, II, and I as follows:

1. When the Utility's fuel supply reaches 40 days, public notice, by press release, shall be given to Service Priority Class V customers to fully (100%) curtail such service.

2. When the Utility's fuel supply reaches 40 days, public notice shall be given to Service Priority Class IV to curtail service to a service level of not more than 50% of service obligation or base monthly consumption, whichever is applicable as determined by the Utility, Service Priority Class III to curtail service to a service level of not more than 75% of service obligation or base monthly consumption, whichever is applicable as determined by the Utility, and Service Priority Class II to curtail service to a service level of not more than 85% of service obligation or base monthly consumption, whichever is applicable as determined by the Utility.
3. When the Utility's fuel supply reaches 30 days, public notice shall be given to Service Priority Class IV to curtail service fully to a service level that is necessary to protect and maintain Service Priority Class IV facilities, Service Priority Class III to curtail service to a service level of not more than 50% of service obligation or base monthly consumption, whichever is applicable as determined by the Utility, and Service Priority Class II to curtail service to a service level of not more than 75% of service obligation or base monthly consumption, whichever is applicable as determined by the Utility.
4. After Service Priority Classes IV, III and II are curtailed to a level of not more than indicated in division (3) above of service obligation or base monthly consumption, Service Priority Classes IV through II shall be further curtailed by equal percentages until full (100%) curtailment occurs.
5. After Service Priority Classes IV, III and II are in full (100%) curtailment, curtailment shall commence in Service Priority Class I as necessary.

B. Except as provided in division (A) (1), the Utility will give notice of curtailment in the most effective manner possible and as much in advance as possible with regard to the exigencies and the number of customers to be notified. The curtailment shall be effective as of the time and date specified in the notice.

51.58 CURTAILMENT BY SHORT-TERM SERVICE INTERRUPTION

In the event mandatory curtailment is imposed, the Utility may employ, for not more than two hours' duration at any one time, selective short-term service interruptions by operation on a rotational basis of distribution switching equipment to effect the necessary curtailment in one or more service priority classes.

51.59 RESTORATION OF SERVICE

Service shall be restored in the reverse order of the original curtailment.

51.60 APPLICABILITY

The terms and provisions of 51.50 through 51.59 shall control notwithstanding any terms and provisions of rate schedules, general rules and regulations of the Utility, or any contract or agreement between the Utility and any customer to the contrary.

51.70 AUBURN ELECTRIC SMART GRID CUSTOMER RIGHTS

The City of Auburn has established certain rights for customers associated with the Electric Smart Grid Initiative.

51.71 OVERVIEW

The City of Auburn has outlined the core rights of utility customers as it relates to the Auburn Smart Grid Initiative (ASGI). The City developed these rights based on customer feedback and input, the goals of the overall ASGI, and current national and state guidelines and policies for smart grid projects.

Customers of the Auburn Electric Utility are entitled to responsible and transparent utility operations that include the right to be informed, the right to privacy, the right to options, and the right to data security.

51.72 THE RIGHT TO BE INFORMED

Customers will have access to customer information that helps explain available billing rate structures and options, outage information, peak demand, and the impact of energy

consumption habits on electric bills.

Customers will be informed and be able to view electricity consumption from a convenient user interface.

Customers will be informed of electric system enhancements that will support current and future tools (such as home area networks (HAN), electric vehicle charging, distributed generation, etc.) that empower them to actively control electricity consumption. The decision to install a device will be at the customer's expense if they choose to participate in the optional energy control programs.

51.73 THE RIGHT TO PRIVACY

Personal information / personal data will not be released to any third parties.

Customers will be informed of the available choices and consent options regarding the collection, use, and disclosure of energy consumption data.

Disclosure of energy usage data to any third party, such as in the case of a court order, is subject to federal, state, and local laws.

Customers will retain control of all in home devices and appliances. Customers may voluntarily participate in a utility managed energy control program and to include devices that the utility can adjust as a part of a Demand Response program. This includes programmable thermostats, jacuzzi/pool pumps and heaters, and energy storage systems.

Customers who wish to file a privacy violation complaint have the right to petition the Board of Public Works and Safety for a resolution.

51.74 THE RIGHT TO OPTIONS

Customers can select a billing rate structure that meets their needs. This includes the traditional fixed-rate pricing and time of use pricing programs when available. Customers may have the ability to change programs.

The City will not alter an individual's customer-selected rate program unless the customer is made aware of and consents to this change. Existing policy curtailment schedules will remain in effect.

Customers can choose how they will receive information from the utility.

Customers may purchase and use compatible devices, technologies and appliances that augment the understanding of, visibility into, and control of electricity consumption at their discretion.

51.75 THE RIGHT TO DATA SECURITY

All customers have the right to a functioning electric meter and customer web portal that will provide secure, confidential, and accurate electricity consumption data.

A utility cyber security plan, designed to protect the smart grid's critical computer infrastructure that may be a potential target of criminal threats, terrorism acts, industrial espionage, and/or politically motivated sabotage, will guide and govern all security policies and practices that apply to user energy information. A summary of this plan can be provided upon request.

51.76 SMART METERING

The City of Auburn utilizes a smart metering system for the purpose of data collection for systems of the Auburn Electric Department.

51.99 PENALTY

Customers who fail to comply with a curtailment pursuant to 51.50 through 51.59 for more than seven days will be subject to disconnection for the duration of the emergency. Energy use by industrial and large commercial customers in excess of that permitted under curtailment shall be subject to a $.10 per kwh penalty, in addition to normal billing charges, for all electric energy taken in excess of mandatory curtailment limitations. Penalty charges collected hereunder shall be aggregated in a separate account, and shall be applied to reduce the fuel cost adjustment charges of industrial and large commercial customers who, during the existence of a fuel emergency, have not used electric energy in excess of mandatory curtailment limitations.