**SECTION 1- DEFINITIONS**

As used herein:

1. "Village" shall mean the Village of Custar, OH.
2. "Council" shall mean the Village of Custar, Village Council.
3. "Utility" shall mean Custar Electric Department of the Village of Custar, Ohio.
4. "Board" shall mean Custar Board of Public Affairs of Custar, Ohio.
5. "Customer" shall refer to an individual, partnership, corporation, or other legal entity receiving one class of service through one meter at one structure at one location, subject to these Rules and Regulations.
6. "Landlord/Customer" refers to the owner of the structure and/or location where a Customer is taking service, if the owner is different from the end user of service and the owner is responsible for payment of the electric bill for the structure and/or location.
7. "Month" shall mean the elapsed time between two successive meter readings, approximately thirty (30) days apart.

**SECTION 2- RATES AND CHARGES FOR SERVICE**

1. SERVICE SCHEDULES
   1. RESIDENTIAL SERVICE
      1. Availability of Service: Available for single phase service at secondary voltages, to individual dwellings, for residential purposes.
      2. Rates for Service

Customer Charge (Domestic): $ 5.00

Distribution Charge All kWh: $ 0.0181

* + 1. Riders: Customers under this schedule shall be subject to the applicable Generation Charge and Transition Cost Riders as specified in this tariff.
    2. Minimum Charge: The minimum charge shall be the Customer Charge.
    3. Late Payment Charge: If a bill payment is not received by the Utility offices or by the Utility's authorized agent on or before the specified payment date, a one-time, additional amount of ten percent (10%) of the amount of the bill will become due and payable as part of the Customer's total obligation.
  1. COMMERCIAL SERVICE
     1. Availability of Service: Available to Customers of service generally defined as non-manufacturing business establishments, including properties owned by Landlord/Customers, hotels, motels, restaurants, wholesale businesses, retail stores, and health, social, and educational institutions. Residential rental property served by individual meters at each living unit shall be billed based on the residential service rate.
     2. Rates for Service

Customer Charge: $ 10.00

Distribution Charge All kWh: $ 0.0354

* + 1. Riders: Customers under this schedule shall be subject to the applicable Generation Charge and Transition Cost Riders as specified in this tariff.
    2. Minimum Charge: The minimum charge shall be the Customer Charge.
    3. Late Payment Charge: If a bill payment is not received by the Utility offices or by the Utility's authorized agent on or before the specified payment date, a one-time, additional amount of ten percent (10%) of the amount of the bill will become due and payable as part of the Customer's total obligation.
  1. LARGE POWER SERVICE
     1. Availability of Service: Available to Customers of service defined as manufacturing, construction, mining, agriculture, fishing, and forestry establishments.
     2. Rates for Service

Customer Charge: $ 25.00

Distribution Charge All kWh: $ 7.75

* + 1. Riders: Customers under this schedule shall be subject to the applicable Generation Charge and Transition Cost Riders as specified in this tariff.
    2. Minimum Charge: The minimum charge shall be the Customer Charge.
    3. Demand: The billing demand for the month shall be the measured -minute peak kW demand during the current month.
    4. Late Payment Charge: If a bill payment is not received by the Utility offices or by the Utility's authorized agent on or before the specified payment date, a one-time, additional amount of ten percent (10%) of the amount of the bill will become due and payable as part of the Customer's total obligation.
  1. PRIVATE AREA LIGHTING SERVICE
     1. Availability of Service: Available to Customers upon application, where overhead secondary facilities are readily available. The lighting fixture, including lamp, will be installed, owned, operated, and maintained by the Utility.
     2. Rates for Service

150-Watt High Pressure Sodium (and for Mercury Vapor Lamps still in service: $6.00

*All replacement lamps shall be 150 watts High Pressure Sodium only.*

1. GENERATION CHARGE AND TRANSITION COST RIDERS
   1. The Generation Charge shall be applied to the Residential Service, Commercial Service, and Large Power Service Schedules. The rate design of the Generation Charge may be changed from time-to-time, as approved by Council. The calculation of the Generation Charge shall be determined as a product of the following factors:
      1. Determination of Generation Costs: The total monthly cost of generated power is derived primarily, but not limited to, bills rendered by AMP-Ohio.
      2. Calculation of Generation Charge: The calculation of the Generation Charge is a product of **G=GC/kWh**, where

G= Generation Charge

GC= Total generation costs of the system for the previous month,

adjusted for security lights; and

kWh= Sales billing units (kWh) of all customers.

* + 1. Determination of Transition Costs: The Transition Cost Rider shall be calculated and implemented upon the offering of Open Access Service.

Transition costs shall be calculated yearly. Transition Costs are generally defined as the difference between purchased power costs of those sources where construction costs, market price at the time of contractual obligation, and/or other factors may cause the fixed and/or average cost of that power to be significantly higher than average market prices. The Transition Cost Rider may be adjusted each year based on projected market price, average cost of power from transition cost sources, fixed costs of contracted power supply, implementation costs of the offering of Open Access Service, and sales of the previous year. A reconciliation of over or under recovery of transition costs is taken forward to the next year as a debit or credit to transition costs. Projected transition cost recovery is allocated between demand and energy costs and credited to total demand and energy costs of generation. This credit ensures that there will be no double recovery of transition costs. The Transition Cost Rider shall be applicable to all rate schedules.

1. KILOWATT HOUR TAX RIDER
   1. Applicability: The kWh tax is based on actual kWh delivered to all Customers for all service (including the municipality) on the distribution system, excluding Federal facilities. If no meter is used, usage shall be estimated.​
   2. Tax Rates

First 2,000 kWh: $ 0.00465

Next 13,000 kWh: $ 0.00419

All Over 15,000 kWh: $ 0.00363

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

The Daily Calculation is determined as follows:

1. Determine the total number of kWh used during the billing cycle;
2. Divide the total kWh by the number of days in the billing cycle

(daily average usage);

1. Multiply the daily average usage over the following rate blocks to calculate

the average daily tax:

First 67 kWh: $ 0.00465

Next 433 kWh: $ 0.00419

All Over 500 kWh: $ 0.00363

1. Multiply the average daily tax by the number of days in the billing cycle.
2. MISCELLANEOUS CHARGES
   1. RECONNECTION CHARGE: When a Customer has previously requested a disconnect and desires to be reconnected at the same address, or if a reconnection is made subsequent to a service disconnection made in violation of provisions of these Rules and Regulations, a reconnection charge of fifty ($50.00) dollars will be assessed.
   2. LATE PAYMENT CHARGE: If a bill payment is not received by the Utility offices or by the Utility's authorized agent on or before the specified payment date, a one-time, additional amount of ten percent (10%) of the amount of the bill will become due and payable as part of the Customer’s obligation. Where the due date falls on a weekend or holiday, the due date shall be moved to the next business day.
   3. DISHONORED CHECK CHARGE: Whenever a Customer pays a bill by check and the check is returned by the Customer’s financial institution for a lack of sufficient funds, Customer will be assessed a dishonored check charge of thirty-five dollars ($35.00) for each check returned.
   4. METER TEST CHARGE: The Utility shall test the meter at the request of the Customer. If the meter is found to be correct, as defined in Section III, No. 15, the Customer shall pay a fee of fifty dollars ($50.00) for the testing.
   5. TRIP CHARGE: If a Customer requests a service call for electrical problems and no problem is detected, the Customer shall pay a fee of fifty dollars ($50.00) for the first call, and seventy-five dollars ($75.00) for any subsequent calls of the same nature.

**SECTION 3- SERVICE AND PHYSICAL PROPERTY**

1. SERVICE BOUNDARY

Exclusively, the Utility shall supply all electric service within the corporate limits of Custar. Subject to Article XVIII of the Ohio Constitution, the Utility may extend service to Customers outside the corporate limits of the Village.

1. APPLICATION FOR SERVICE

A copy of the schedules and standard terms and conditions under which service is rendered to Customers will be furnished upon request at the Utility Office. The Utility Office shall determine which schedule is applicable to serve Customers. Once an application for service is approved, service will be commenced and a copy of the service

agreement will be furnished to the Customer upon request. If a Customer desires delivery of energy at more than one point, a separate agreement shall be required for each separate

point of delivery. Service delivered at each point of delivery shall be billed separately under the applicable schedule.

The Customer (or Landlord/Customer), after making proper application for service, shall notify the Utility when Customer desires service to be established. In no case shall the Customer, Landlord/Customer, Customer's agent, or Customer's employee tum on service. Service shall be turned on, upon the date specified, only by an authorized agent of the Utility. If the Utility finds itself unable to establish service on the date specified, it shall notify the Customer as much in advance as possible, and a new date shall be established by mutual agreement.

Where Landlord/Customers make application for service, the tenant(s) name(s) shall be included on the application.

1. SERVICE NOT TRANSFERRABLE

No person may commence the use of service until after making application therefore and requesting the Utility to tum on the service in accordance with paragraph (2) above. In the event of violation of this provision, in addition to other rights of the Utility, such person shall be liable for all electricity consumed in the premises. Any successor in interest to a Customer, including without limitation, heirs, executors, administrators, assignees, trustees, guardians, receivers, and conservators, shall be deemed to be a person who must make application for service, provided that any successor in interest whose rights arise from death or incompetence of the Customer shall have thirty (30) days in which to make application.

1. CUSTOMER INDEBTED TO UTILITY

Service will not be supplied to any premises, if at the time of application for service, the applicant is indebted to the Utility for service previously supplied at the same or other premises, until payment of such indebtedness or other arrangement satisfactory to the Utility shall have been made. Unpaid balances of previously rendered final bills may be transferred and included on the initial or subsequent bill for a like service account. Such transferred final bills, if unpaid, will be part of the past due balance of the transferred account and subject to the Utility's collections and disconnection procedures. The transfer of final bills is limited to like service, i.e. residential-to-residential, commercial-to-commercial. The Utility may not transfer a delinquent Commercial Service account to any account where any end user is a Residential Service Customer.

1. SERVICE CONNECTIONS

The Customer assumes all responsibility for property owned by the Customer on Customer's side of the point of delivery, generally the outlet side of the meter box, for the

service supplied or taken, as well as for the installation of appliances used in connection

therewith, and will save the Utility harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on the Customer's side of the point of delivery.

When service is from an overhead system, the Customer’s wiring must extend at least fifteen (15) inches beyond the building. Where a Customer installs service entrance facilities which have capacity and layout specified by the Utility, and/or install and use certain utilization equipment specified by the Utility, the Utility may provide or offer to own facilities on the Customer's side of the point where service wires attach to the building. All inside wiring must be grounded in accordance with the requirements of the National Electrical Code, or the requirements of any local inspection service authorized by the Village of Custar. When a Customer desires that energy be delivered at a point or in a manner other than that designated by the Utility, the Customer shall pay the additional cost of same.

Where service is supplied from an underground distribution system (which has been installed at the Utility's expense within the limits of a Village street or right-of-way), the

Customer shall arrange for, at Customer's expense, the installation of cable and duct from the property line to the terminus or cable outside the building.

When a real estate developer desires an underground distribution system within the property, which he is developing or when a Customer desires an underground service, the

real estate developer or the Customer shall bear the costs for such underground facilities.

1. CONTINUITY OF SERVICE

The Utility shall furnish necessary and adequate service and facilities. The Utility shall not be liable in damages for failure to supply electricity or for interruptions in service, and shall be relieved of its obligation to serve and may discontinue or modify service, if such failure or interruption is due to acts of God or the public enemy, military actions, wars, insurrections, riots, civil disturbances, vandalism, strikes, fires, floods, washouts, explosions, acts, or orders of any civil, judicial, or military authorities, and without limitation by the foregoing accidents, contingencies, or other causes beyond the control of the Utility.

Without incurring any liability therefor, the Utility may also suspend service for such periods as may be reasonably necessary in order to make repairs to or changes in its facilities or other property; provided that the Utility shall keep a record of any interruption of service affecting its entire system, or a major division thereof, including a statement of time, duration, and cause of interruption. It will also notify Customers affected by the interruption in advance of the contemplated work, and approximately how long the interruption will last.

Subject to Section IV, Item 9, the Utility shall not discontinue service to any Customer without giving the Customer reasonable notice as set forth on in Section IV, Item 10.

In circumstances, however caused, when time does not permit the giving of such notice in advance of a discontinuance of service or a change in service caused by circumstances beyond the control of the Utility, reasonable notice shall be given whenever possible and practical to all Customers affected advising them that service is off and of the time at which service is expected to be restored.

In the event that there has been an interruption of service to any premises, however

caused, the Utility shall, before restoring such service, ascertain and assure itself that

precautions have been taken to prevent accidents.

1. CUSTOMER’S LIABILITY

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

1. SERVICE NOT TO BE DISTURBED

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

1. NO CUSTOMER SHALL SELL TO ANOTHER

Service furnished by the Utility is for the sole use of the Customer and shall not be resold by the Customer except on written permission obtained from the Utility. The renting of premises with the cost of service included in the rental as an incidence of tenancy will not

be considered a resale of such services.

1. ACCESS TO PREMISES

Neither the Utility nor its agents or employees shall enter into the interior of any structures on the premises of a Customer without the express permission of such Customer except in cases of emergency. Any agent or employee seeking entrance into or upon the premises of a Customer shall have and show symbols of identification. Any agent or employee seeking entrance to the interior of any structures on the premises shall advise the owner or occupant as to his purpose in doing so. Except in cases of emergency, no Customer shall be obligated to afford entrance or access to his premises except during normal business hours and then only to such parts of the premises as may be the location of Utility-owned property.

1. RIGHT-OF-WAY

The Customer, without reimbursement, will make or procure conveyance to the Utility of right-of-way or right of entry and installed lines satisfactory to the Utility to permit the Utility to cross property between the Utility's lines and the Customer's property at the location where service is to be furnished, including property owned or controlled by the Customer for the Utility's distribution lines, extensions thereof or appurtenances necessary or incidental to the supplying of service to the Customer.

1. METER FURNISHED

The Utility will furnish each Customer with a meter of such size and type as the Utility may determine will adequately serve the Customer's requirements. Such meter shall be and remain the property of the Utility, and the Utility shall have the right to replace it, as

the Utility may deem necessary.

1. METER LOCATION

The Utility shall determine the location of the meter. When changes in buildings or arrangements therein render the meter inaccessible or exposed to hazards, the Utility may require the Customer, at the Customer's expense, to relocate the meter setting together with any portion of the Customer's service line necessary to accomplish such relocation.

1. ONLY UTILITY CAN CONNECT METER

As used in this section, "Tamper" means to interfere with, damage, or by-pass a utility meter, conduit, or attachment with the intent to impede the correct registration of a meter or the proper functions of a conduit or attachment so as to reduce the .amount of utility service that is registered on the meter. No customer shall tamper with a meter, conduit, or

attachment of the Utility that has been disconnected by the Utility. The owner or Customer shall not permit anyone who is not an authorized agent of the Utility to connect or disconnect the Utility's meters, or in any way alter or interfere with the Utility's meters. Proof that a meter, conduit, or attachment of a utility has been tampered with is prima-facie evidence that the person who is obligated to pay for the service rendered through the meter, conduit, or attachment and is in possession or control of the meter, conduit, or attachment at the time the tampering occurred has caused the tampering with intent to commit a theft offense. Tampering with, or bypassing a meter constitutes a theft offense that could result in the imposition of criminal sanctions.

1. METER TEST

All meters shall be tested at such intervals and using such methods as may be prescribed by generally accepted standards. The meter shall be removed from the Customer's premises for such test and a substitute meter, newly tested, shall be installed in its place. After the meter has been tested and before it is returned to service at the same or a different

location, it shall be adjusted to be accurate within three percent (3%), plus or minus.

The Utility shall also test the meter at any time, at the request of the Customer. If the meter is found to be correct, as defined below, the Customer shall pay the fee as listed in Section II(4)(D), above, for the testing. The date of inspection shall be stamped on the meter.

1. CORRECT METER

A meter registering between three percent (3%) fast and three percent (3%) slow shall be deemed for all purposes to be registering correctly. A meter registering incorrectly shall be replaced by the Utility at its expense.

1. INTERIOR WIRING

The Customer shall install and maintain, at the Customer's expense, interior wiring from the outlet of the meter box. The Utility shall have no obligation to install, maintain, or repair said wiring.

1. APPLIANCES

The Customer shall install and maintain all electrical appliances. The Utility shall have no obligation to install, maintain, or repair appliances.

1. INSPECTION OF ALTERED WIRING

It shall be the duty of the Customer to notify the Utility promptly of any additions, changes, alterations, remodeling, or reconstruction affecting service on the Customer's premises.

1. EXTENSION OF DISTRIBUTION LINES

The Utility will extend its distribution lines on any dedicated street or highway without cost up to but not more than, a distance of one-hundred (100) feet for each applicant. Upon application for a service extension of line in excess of one-hundred (100) feet for each Applicant, the Utility may enter into a line extension agreement providing for a deposit with the Utility of a sum deemed adequate by the Utility to cover the cost to be incurred by it for that portion of the extension in excess of the footages which the Utility will construct without cost to the applicant. The amount of the deposit shall be determined by multiplying the excess footage as herein above determined by the average cost per foot to the Utility of a similar size distribution line installed during the preceding calendar year.

Where a line extension is necessary to provide service availability to real estate plots or real estate subdivisions and such line extension is deemed justified at the Utility's expense, the owners or promoters of such plots of lots or real estate subdivisions may enter into a line extension agreement and deposit with the Utility the estimated cost of that portion of the main extension which is not deemed justified at the Utility's expense. Where a line extension is requested for commercial purposes and all or part of such line extension is not deemed economically justified at the Utility's expense, the Utility shall require the applicant or applicants to enter into a line extension agreement and deposit with the Utility the estimated cost of that portion of the line extension which is not deemed economically justified at the Utility's expense.

**SECTION 4- METERING AND BILLING**

1. QUANTITY OF SERVICE DELIVERED BY METER

A meter installed by the Utility, which shall be and remain the property of the Utility, will measure electricity. Subject to certain exceptions, enumerated below, consumption shall

be determined on the basis of the meter registration and bills shall reflect the consumption so registered.

1. BILLING PERIODS

Bills will be rendered by the Utility to the Customer on a monthly basis. Non-receipt of bills by Customer does not release or diminish the obligation of Customer with respect to payment thereof. Meters are ordinarily read at monthly intervals, but may be read more or less frequently at the Utility's option and discretion.

1. ESTIMATED BILL

When the meter is not read, the Utility may estimate the quantity of electricity consumed and render a bill for such quantity.

1. INCORRECT METER READINGS/BILLING

During any period that an incorrect meter reading is established, the meter reading and bills based thereon shall be adjusted by the Utility on the basis of all available information concerning the use of service by the Customer.

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

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

Whenever the Utility has undercharged any customer as the result of a meter or metering inaccuracy or other continuing problem under its control, the Utility may only bill the customer for the amount of the unmetered electricity rendered in the three hundred sixty-

five (365) days immediately prior to the date the Utility remedies the meter inaccuracy. The Utility, in the first bill to collect the amount for unmetered electric service, shall state the entire amount that it seeks to collect. The maximum portion of the undercharge for unmetered electricity rendered that may be recovered from the customer in any billing month shall be determined by dividing the amount of the undercharge by twelve (or the corresponding number of adjustable months) and the quotient is the maximum portion of the undercharge that the Utility may recover from the customer in any billing month, in addition to either regular monthly charges of any type or regular level payment amounts billed in accordance with an agreement between the customer and the Utility. The time period over which the undercharge may be billed shall be twelve (or the corresponding number of adjustable months) consecutive months.

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

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

This section does not apply to any act that is a theft offense, as defined in Section III of these Rules and Regulations that involves tampering with utility equipment or theft of utility service, or where a physical act of a customer or its agent causes inaccurate or no recording of the meter reading, or inaccurate or no measurement of the electricity rendered.

1. PAYMENT OF BILLS

The Customer shall pay bills at Farmers & Merchants State Bank (22973 Defiance Pike, Custar, Ohio) during the regular bank hours or after hours by making payment by placing same in the night deposit at said bank. Any payment received after regular business hours shall be processed during the next business day.

1. INITIAL AND FINAL METER READINGS

When service is terminated for any reason, the Utility will render a final bill addressed to the Customer's forwarding address, if known, or to the last known address, for the entire balance of the account, including a calculation from the last reading date to the requested final bill date. The Customer may request that the Utility attempt to obtain an actual final meter reading. However, the Utility may estimate the reading for the final bill date, and, if necessary, follow up with an actual reading. Any deposit made for service will be held until the final bill is paid in full. If the final bill is not paid by the due date, or if the account is in arrears, the deposit shall be applied to the balance due.

All final bills are due upon receipt. Final bills are considered delinquent if not paid within seven (7) business days after mailing of the bill.

When the Customer begins use of service, an initial bill is normally rendered for the period from the initial date of service to the first regular meter reading date, this period normally being less than thirty (30) days, except no bill will be rendered if the period is less than three (3) days. However, the Customer's usage for that unbilled period will be included and billed in the next month's bill.

The Utility may estimate the reading for the initial date of service. However, upon Customer request, the Utility will attempt to obtain an actual reading at the initial date of service.

1. DEPOSITS

A deposit of $175.00 shall be required of new property owners before service is commenced. For Customers renting property, the deposit shall be $250.00.

Renters’ deposits shall be refunded upon the termination of the account. Deposits paid by owners shall be credited to the Customer's account when payments have been made by the due date on twelve (12) consecutive months, unless the Customer's account has been

terminated. Where the account has been terminated, any remaining deposit not used to credit the account shall be directly reimbursed to the Customer within thirty (30) calendar days.

No interest shall be paid on deposits.

1. CHARGES AND PAYMENTS FOR TEMPORARY SERVICE

In addition to regular payments for electricity used, the Customer shall pay the cost for all material, labor, and other necessary expense incurred by the Utility in supplying service to the Customer at his request for any temporary purpose or use. The Utility may, at its option, require that any Customer for temporary service deposit with the Utility a sum equal to the Utility's estimate of the cost to be incurred by it for temporary service.

After the service has been discontinued and all actual costs determined, any sum deposited by the Customer in excess of the actual cost shall be refunded to him. If the Utility elects to leave in place any or all of the facilities provided, constructed or installed

to render such temporary service, an amount of the Customer's deposit shall be returned to the Customer such that the Customer shall only be charged for the facilities not retained.

1. RIGHT TO DISCONTINUE SERVICE

After giving notice as specified in section ten (10) below, the Utility shall have the right to discontinue service for any of the following reasons or purposes:

1. Refusing reasonable access to the Utility’s facilities;
2. Non-payment of bills for service when bills are due;
3. Failure to furnish or maintain a required security deposit; or
4. Material violation of any of these Rules and Regulations not otherwise covered in this provision.

The Utility shall have the right, without notice, to discontinue service and disconnect and remove from the premises of a consumer, the meter and any other property belonging to the Utility for any of the following reasons or purposes:

1. Non-use of service;
2. Fraudulent representation or practice and theft of service; or
3. Whenever deemed necessary by the Utility for safety reasons.
4. TERMINATION PROCEDURES

Customers with electric bills delinquent for at least two (2) months, or in an amount of three-hundred dollars ($300.00) or more, shall be sent a shut-off notice by the first of the following month. Payment must be received by the second Wednesday following the delivery of said shut-off notice, or the Customer must attend the Board meeting held the second Wednesday of each month at the American Legion Building. At this time, payment arrangements may be made with the Board. Failure to comply with this procedure will result in termination of service the following day. Such notice shall be given by any one of the following:

1. By delivering notice to a responsible person at least sixteen (16) years of age found on the premises being served;
2. If no such person is available, by posting the notice on the entrance door; or
3. By regular United States mail, mailed to the billing address at least three (3) days before service is terminated.
4. LANDLORD-TENANT PROVISION

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

1. The Utility has provided the notices as required by provisions of these Rules and Regulations. The Utility, in its delinquency notice, must also:
2. Summarize the remedies tenants may choose to prevent disconnection or to have service reconnected; and

ii. Inform tenants that a list of procedures and forms to prevent disconnection or to have service reconnected are available from the Utility upon request.

1. Customers inquiring in response to the posted notice required in paragraph (A) of this rule shall be informed of the amount due for the current month's service and that by submitting a single payment to the utility in that amount, tenants may prevent disconnection of service.
2. Payment by tenants equal to or exceeding the Landlord/Customer's current electric service bill for those premises shall be credited to the appropriate account, provided that the Utility is under no obligation to accept partial payment from individual tenants and may choose to accept only a single payment from a representative acting on behalf of all the tenants.
3. The Utility shall not disconnect service to master-metered premises when all of the following have occurred:
4. A tenant delivers to the Utility a copy of the written notice signed by fifty percent (50%) or more of the tenants of the occupied dwelling units, which notice shall designate the imminent disconnection of utility service (as shown by the disconnection notices received) as a reason for the notice;

A tenant informs the Utility in writing of the date of the last day on which rent may be paid before a penalty is assessed or the date on which default on the lease or rental agreement can be claimed; and

The tenants who sign the disconnection notice timely invoke the remedies provided below:

Deposit all rent that is due and thereafter becomes due to the landlord, with the clerk of the municipal or county court having jurisdiction; and

Apply to the court for an order to use the rent deposited to remedy the condition or conditions specified in the tenant's notice to the landlord (including but not necessarily limited to payment to the Utility rendering the disconnection notice).

1. If service has been terminated to consumers whose utility services are include in rental payments or who are residing in master-metered premises, the Utility shall inform the consumers upon their inquiry that service will be reconnected upon payment of the amount due for the current month's service plus any reconnection charge if such payment is made within fourteen (14) days of termination, and that service will continue so long as payment for each month's service (based upon actual or estimated consumption) is made by the tenant's representative by the due date of the bill thereof. If the Customers choose to have their service reconnected by paying the current month's bill and payment is not made by the due date each month, the Utility shall post the notice in a conspicuous location on the premises and make a good faith effort by mail or otherwise, to notify each household unit of a multi-unit dwelling or tenant receiving service in the master-metered premises of the impending service termination. The Utility shall not be required to reconnect service pursuant to this paragraph where the landlord resides on the premises.
2. Concurrent with the effective date of this rule, the Landlord/Customer must be the designated customer on all new applications accepted by the utility for service to residential master-metered premises. Utility acceptance of new applications for service to master-metered premises requires the designated Landlord/Customer to provide to the Utility an accurate list specifying the individual mailing addresses of each unit served at the master-metered premises. The Landlord/Customer, in a timely fashion, must update such list.
3. CHANGE OF ADDRESS OF CUSTOMER

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

1. CHANGE IN TENANCY OR OWNERSHIP

At such time as the Utility is notified of a change of tenancy or ownership, the Utility shall make a final meter reading and prepare and mail a final bill. The former Customer is responsible for all service supplied to the premises until such notice has been received and the Utility has had a reasonable time to make a final meter reading. Reasonable time is defined as being three (3) regular business days.

**SECTION 5- GENERAL**

1. These Rules and Regulations are subject to, and include as part thereof, all orders, rules, and regulations applicable to the Utility from time-to-time issued or established by Custar Village Council under its emergency powers.
2. The Board reserves the right to make such further policies regulating electric service in order to carry out the purposes of these Rules and Regulations as experience may suggest, and as the Utility may deem necessary or convenient in the conduct of its business.
3. These Rules and Regulations shall not apply during periods of shortage in the supply of electricity available to the Utility, to the extent that compliance by the Utility with such Rules and Regulations is precluded by the shortage in supply. During periods of shortage of supply to the Utility, restrictions on new service and curtailment of existing service shall be governed strictly by the Utility.
4. Disputes arising from the Rules and Regulations between Customers and the Utility shall be resolved, to the best of its ability, by Utility personnel. The Customer, to Council, may appeal decisions or actions taken by Utility personnel.