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## **I. TERMS AND CONDITIONS OF SERVICE**

These Terms and Conditions of Service apply to each applicant for membership and member of the Northeastern Rural Electric Membership Corporation (hereinafter called the Corporation). They are a part of every contract for service made by the Corporation, unless modified by special terms written therein, and govern all classes of service. These Terms and Conditions of the Corporation incorporate applicable provisions of the Indiana Administrative Code (IAC), Title 170, Article 4, Electric Utilities. The intent of the Terms and Conditions are to set out operating procedures for the Corporation.

These Terms and Conditions may be revised, amended, supplemented, or otherwise changed from time to time by action of the Board of Directors.

The Articles of Incorporation, Bylaws, Policies, Rates and Statement of Nondiscrimination adopted by the Board of Directors also govern the Corporation's responsibilities, and set forth the members' rights. Copies are available to members upon request and on the Corporation's web site.

## **II. APPLICATION FOR SERVICE**

### **A. Service Contract**

Each new member will be required to apply for electrical service, pay a one-time \$15 refundable membership, and agree to abide by the Terms and Conditions; Rates and Tariffs; and Bylaws of the Corporation.

### **B. Application**

Application must be made with the Corporation and all applicable fees and deposits shall be paid as required. The application shall contain a description of the premises to be served, whether applicant is owner, agent, or tenant of the premises, and such other information as the Corporation may reasonably require.

### **C. Right to Reject**

The Corporation reserves the right to reject any application for service not available under its rate schedules or which might affect the supply of service to others. The Corporation also reserves the right to reject any application for service to a residence owned or occupied by a person who owes the Corporation a delinquent account for prior electric service, even though the application for service is by the owner of the property or by any other person, unless sufficient deposit, acceptable to the Corporation, is made by said prospective member.

### **D. Special Contracts**

Special contracts shall be for a term of not less than one year; but where a sufficiently large investment is necessary to supply service, contracts of longer term or with minimum special guarantee of revenue, or both, may be required to safeguard such investment.

### **E. Acceptance**

An application or contract, when accepted by the Corporation through action of its Board of Directors or its authorized agents, shall constitute the contract between the member and the Corporation; and only the

Corporation's Board of Directors has the power to modify, alter, or waive any of its conditions.

### **III. CLASSIFICATION OF SERVICE AND DEFINITIONS**

Service shall be classified for determining the applicable rate schedule in accordance with the nature of the member's need for electricity, the nature of the electric service installed, and in accordance with the following definitions:

#### **A. Residential Service**

A residential service shall be defined as single phase service to a single private house, manufactured house, multi-family residential unit or other living quarters occupied by a person or persons constituting a distinct household, inclusive of any private garage adjacent to, connected with and used exclusively by the resident.

This service shall also be available at one point of connection to a set of farm buildings and farm equipment, and shall include one residential service as defined above. If two or more residences are located on the same farm, each shall be separately metered.

#### **B. Commercial and Industrial Service**

A commercial and industrial service shall be defined as service at a single point of connection to any business enterprise, institution, or organization. Service may be used for all purposes, including lighting and power, and will be furnished under the appropriate schedule.

#### **C. Combined Residential and Small Commercial Service**

Where both residential and commercial classes of services are supplied through one service and one meter to the same member on the same premises, such combined service shall be classified as commercial and billed under the appropriate rate schedule.

At the option of the member, the connections may be arranged to separate the commercial service and residential service to permit installation of two meters, with each receiving service under the appropriate rate schedule.

#### **D. Temporary Service**

Temporary Service is intended to provide light-duty electrical service for construction purposes, in accordance with the Corporation's "Electric Standards Manual". The temporary service will be provided until a permanent service is established, and billed under the appropriate rate schedule.

A temporary service will be provided for an applicant or member requesting such by completing the proper application and may require advance payment of the Temporary Service Charge as stated in Appendix B.

If additional distribution equipment is required to provide temporary service over and above that required to provide permanent service, the applicant may be required to pay for part or all of the installation and removal of same. Payment will be required in advance of construction.

**IV. DEPOSITS TO INSURE PAYMENT OF ELECTRIC BILLS**

When an applicant's credit is not established to the satisfaction of the Corporation or when a member's credit has become impaired, the Corporation has the right to require payment of a deposit in accordance with the requirements of 170 IAC 4-1-15.

**V. RULES OF SERVICE FOR LINE EXTENSIONS**

In accordance with 170 IAC 4-1-27, the following paragraphs outline the practices in applying revenue credit for new or upgraded electric service.

The revenue credits used and allowed, as well as possible charges to members, in the following instructions, shall be calculated using current revenue data.

**A. Rates, Terms and Conditions**

The Corporation's distribution system will be extended to supply applicants who choose to take service under the rates of the Corporation and the provisions of its line extension requirements.

**B. Line Construction**

The Corporation will construct, own and maintain overhead and/or underground supply facilities either secondary (<600 Volts) or primary (>600 Volts), located on road right-of-way or on right-of-way acquired by the Corporation and used or usable as a part of the Corporation's general supply system. Title to all such facilities shall remain with the Corporation. All line construction is built in conformance with the National Electric Safety Code in accordance with the provisions stated in 170 IAC 4-1-26.

**C. Construction Costs**

The total estimated cost of the overhead and/or underground primary and/or the secondary extension including service drop or laterals, transformers, metering, any associated maintenance costs, and all other costs associated with the job to an individual member will be determined using the cost estimating information approved by the Board of Directors .

**D. Revenue Credits**

Revenue credits for nonresidential members will be calculated based on factors including the proposed connected electric load, load factor, diversity power factor, applicable electric rate, and member charge on a monthly basis. For residential accounts credit will be given for certain electric appliances, heating, cooling, and general usage.

### **E. Primary or Secondary Service Extensions**

A revenue credit of 2-1/2 times the estimated annual revenue will be applied to the total estimated cost of the initial facilities installed. If the estimated revenue credit is greater than or equal to the estimated cost of installed facilities, there will be no charge for the installation. However, if the estimated revenue credit is less than the estimated cost of installed facilities, the member shall make a payment for the difference in advance of construction.

The Corporation, upon receipt of a member's written request, may honor an escrow account or a binding letter of credit from a financial institution before construction. If an escrow account or a binding letter of credit is accepted in lieu of the member's advance payment, the amount owed by the member will be due and payable when the facilities are installed and energized.

New permanent service extensions not exceeding 200 feet from an existing primary and/or secondary source will be made at no cost to the member, (revenue credit is estimated to be more than the construction costs in this situation). New service over 200 feet from a main line system will require an estimate to determine costs.

If a member of the Corporation is required to make payment of for an extension of distribution or service lines, the Corporation shall, upon request, make available to the applicant the information used to establish the basis for the applicable amount.

### **F. Replacement of an Inadequate Service**

When a member installs new load which makes the existing service inadequate, the existing service will be upgraded based on subparagraphs C, D, and E above.

### **G. Replacement of an Adequate Service**

When a member requests the replacement or relocation of an adequate service, the member will pay the estimated total cost of construction and no revenue credit will be applied to this situation.

### **H. Refunds to Initial Member**

For each new member served off an extension that was paid for by an initial member, a refund will be made to the initial member in an amount equal to 2-1/2 times the estimated annual revenue less the estimated cost of facilities installed to service the new member, if such extensions are made within a period of six years from the initial extension.

The total of all refunds to the initial member shall in no event exceed the contributions originally paid.

### **I. Service to Residential Developments**

- 1) To qualify as a Residential Development, there must be two or more contiguous lots which have been platted as a subdivision pursuant to I. C. 36-7-4-701 for construction of single-family residential units or two or more multi-family units located within the same or adjacent tracts of real estate.

- 2) The net sum to be deposited by a builder or developer will be determined as follows:
  - a. The estimated total cost of facilities to serve all units will be as determined by the Corporation based on Section V Paragraph C above.
  - b. Credit toward the above cost of facilities will be allowed for 2-1/2 times the estimated annual revenue, as estimated by the Corporation, for the houses or multi-family units which will be built within the first six years after the Corporation's installation is completed. The number of houses or multi-family units used by the Corporation to make this calculation will be based on past experience with the builder or developer. No builder or developer, however, will be allowed less than 25 percent of the planned houses or multi-family units.

The revenue calculations will be made when the service agreement is signed. If there is any balance due the Corporation after the revenue credit has been applied; payment shall be made prior to the commencement of construction, either in cash, from a binding letter of credit issued by a lending institution or from an escrow account.

- 3) After the number of services used in the original revenue calculation have been installed, refunds will be made against the initial contribution to construction as additional permanent services are connected to houses or apartments within a six-year period as follows:
  - a. Refunds will be made for each additional house or apartment equal to 2-1/2 times the estimated annual revenue less the estimated cost of secondary service and metering equipment required to serve that house or apartment.
  - b. The total of all refunds or allowances shall not exceed the total payment made by the builder or developer.

## **VI. GENERAL SECONDARY SERVICES**

### **A. Member's Wiring and Service Equipment**

Member's wiring and service equipment shall be installed in accordance with the requirements of the Corporation, not less than the requirements of the National Electric Code, or other such codes as may be applicable, and shall be subject to inspection and approval by the Corporation and/or other agencies having jurisdiction. These requirements have been summarized in a booklet published by the Corporation entitled "Electric Standards Manual." It is available upon request or on the Corporation's web site.

The Corporation may refuse to make connections to member's wiring and service equipment or to continue service thereto whenever, in its judgment, such installation is not in accordance with accepted code requirements, as stated in the first paragraph of this section.

## **B. Member's Electric Equipment**

The member shall provide the Corporation with a list of all electric equipment for which service is requested including lighting, HVAC, cooking, process heating, welding, air compressors, manufacturing equipment, computers, refrigeration, miscellaneous, etc.

Any electric load, which may negatively impact the electric distribution system including, but not limited to welders, motors of 5hp or greater, drives and specialized manufacturing equipment, shall be reviewed by the corporation before connection. Soft start, reduced voltage starters or other re-mediation may be required. In any event, the member shall follow the requirements of Article VII, paragraph B hereof.

## **C. Point of Delivery**

The member shall provide the Corporation with site drawings and the details of the electric equipment to be installed. Upon receipt of such information the Corporation will designate the location of company facilities. The member must, without charge, make this location available to the Corporation for installation of the transformers meters, or other equipment of the Corporation necessary for the fulfillment of any contracts the member may enter into with the Corporation. Following installation, such location must always be accessible for maintenance of Corporation property.

## **D. Underground Service (Secondary Specifications and Charges)**

### **1. Residential Service Requirements**

When a member requests single-phase residential service, the member shall install service entrance facilities, including service equipment, having a minimum rating of 3-wire, 100 amp capacity to an outdoor meter installation located at a point mutually acceptable to the Corporation and member. The Corporation may furnish the meter base, and will install, own, and maintain the service conductors and associated equipment from the metering device to the secondary facilities on the pole or service pedestal.

### **2. Service to Manufactured Home**

The Corporation may require the use of a meter pedestal or meter pole for a manufactured home on a non-permanent foundation. The units shall include the meter base and disconnecting device.

### **3. All Service Requirements**

- a. The Corporation may furnish all metering equipment as required for installation by the member or member's electrician. The member shall install the meter base in an exterior location mutually acceptable by the Corporation and the member. The Corporation may elect to install primary metering for multiple transformer services or special installations at a convenient and accessible location on member's property.
- b. Member's responsibility for electric service installation is detailed in the Corporation's "Electric Standards Manual", available upon request or on the Corporation's web site.

- c. The member may be responsible for obtaining necessary easements and/or right-of-way for the installation and maintenance of Corporation's equipment.
- d. All members qualifying for commercial and industrial rate schedules shall provide and install secondary service lines from the transformer to the service panel. The Corporation may request the setting of the transformer adjacent to any building near the service panel or disconnection devices.
- e. The Corporation shall provide trenching services in accordance with specifications stated on the "Underground and Trenching Services" and "Request for Underground Primary Facilities" forms which shall be executed by the member in advance of construction.
- f. Limit of Responsibility - The Corporation will install and maintain lines and equipment on its side of the point of delivery but shall not be required to install or maintain any lines, equipment or apparatus, excepting meters and meter accessories, beyond the point of delivery unless specifically included in schedules or agreements.

## **VII. MEMBER RESPONSIBILITY**

### **A. Member Liability**

The Corporation's responsibility extends only to supplying electric service at the point of delivery. The member assumes full responsibility for the electric usage upon premises at and from the point of delivery thereof, and for the wires, apparatus, devices, and appurtenances thereon used in connection with the service. The member shall indemnify, hold harmless and defend the Corporation against all claims, demands, cost or expense, including attorney fees, resulting from loss, damage or injury or death to persons or property in any manner directly or indirectly arising from the transmission or use of power by the member at or on the member's side of point of delivery.

### **B. Changes in the Member's Wiring and Equipment**

All equipment supplied by the Corporation for the use of each member has a definite capacity and, for this reason, it shall be the responsibility of the member to notify the Corporation in writing before any change is made in the total connected load, load characteristics, purpose or location of the installation. Failure to give such notice shall render the member liable for any damage to meters, accessories, transformers, or wires of the Corporation caused by the additional or changed installation.

### **C. Protection by Member**

The member shall protect the equipment of the Corporation on the member's premises and shall not interfere with, alter, or permit interference with or alteration of Corporation's meters or other property except by duly authorized representatives of the Corporation.

In the event of any loss or damage to the property of the Corporation due to, caused by, or arising from carelessness, negligence, or misuse by member or member's agent, the cost of the necessary replacement and repairs shall be paid for by the member.



**D. Safety**

All equipment installed by the Corporation on the premises of the member will be accomplished in a professional manner and in conformance with 170 IAC 4-1-26. The member shall not cause any changes to be made to the property that will jeopardize the Corporation's ability to conform to those standards. If the member deems that such a change is necessary, the Corporation shall be immediately notified so that safety to life and property may be maintained; and appropriate changes may be made, if necessary, to the Corporation's facilities to maintain compliance with the aforementioned rule. Members may be charged for any or all costs involved in returning corporation equipment to a safe condition in the event member fails to comply with this section.

**E. Relocation of Corporation Facilities**

Members requesting a change of location of any of the Corporation's property such as poles, anchors, underground lines, etc., will be required to pay the cost incident to such relocation which does not, in the opinion of the Corporation, result in a betterment of the Corporation's facilities.

In no event will any change be made which does not conform with then current acceptable distribution construction practices.

**F. Tampering**

If the meters or any other property belonging to the Corporation are tampered or interfered with, the member being supplied through such equipment shall pay the amount which the Corporation may estimate is due for service rendered, but not registered on the Corporation's meter; for resulting necessary replacements and repairs; and for the costs of inspection, investigation and protective installation. In addition, the Corporation reserves the right to prosecute any criminal offense resulting therefrom.

**VIII. ACCESS TO PREMISES**

Duly authorized representatives of the Corporation shall have the right of ingress to and egress from the premises of member at all reasonable times for the purpose of reading, testing, inspecting, repairing, replacing or removing its meters or other property, or inspecting and/or testing the member's installation or for the purpose of removing its property on the termination of its contract, or on discontinuance of service for whatever cause.

Subject to extreme weather conditions, emergencies, or other circumstances of force majeure, an actual meter reading will be obtained on a monthly basis. Should access to the meter be restricted by the member, requiring further contact in order to obtain the monthly reading, an additional charge may be billed in accordance with Appendix B.

**IX. CONTINUITY OF SERVICE**

**A. Regularity of Supply**

The Corporation will use reasonable diligence to provide and maintain uninterrupted service; but in case of cessation, deficiency, variation in voltage or any other failure or reversal of the service resulting from acts of God, public enemies, accidents, strikes, riots, wars, repairs, orders of court or

other acts reasonably beyond the control of Corporation; the Corporation shall not be liable for damages, direct or consequential, resulting from such service termination or failure.

**B. Notice of Trouble**

The member should give immediate notice to the Corporation of any interruptions, irregularities, unsatisfactory service, or equipment defects or malfunctions known to the member.

The Corporation may, at any time it deems necessary, suspend the supply of electrical energy to any member or members for the purpose of making repairs, changes or improvements upon any part of its system. The Corporation shall attempt to furnish reasonable notice of such suspension of service to members, where practicable.

**C. Relocation of Delivery Point**

If the Corporation is required to place any portion of its wires or service supply lines underground or relocate any poles or feeders, the member shall change the location of the point of delivery at the member's expense.

**X. CORPORATION'S RIGHT TO DISCONTINUE SERVICE**

**A. Disconnection of Service**

The Corporation shall have the right to discontinue electric service to a member in accordance with 170 IAC 4-1-16.

**B. Interruption of Service**

Whenever the Corporation intentionally interrupts electric service to the members, the guideline established by 170 IAC 4-1-23 will be followed.

**C. Disconnection and Reconnection Charge**

For each disconnection and reconnection, except by a terminating member, whether at the member's request or done under these Terms and Conditions of Service, payment of fees set forth in Appendix B will be required by the member. The disconnect and reconnect charges shall be paid in advance of the restoration of electrical service to the member.

**D. Home Energy Assistance**

Without member request, the Corporation may not, during the period December 1 through March 15, disconnect electric residential service to any member who either is receiving or who is eligible for and has provided a completed application or proof of such application for home energy assistance pursuant to 170 IAC 4-1-16. 6 to the Corporation.

**XI. ELECTRICAL POWER SOURCE OTHER THAN PROVIDED BY THE CORPORATION**

Due to the potential for equipment damage and the safety of the member and Corporation employees, no other source of electrical power may be connected to the Corporation's electrical lines without prior written approval. These

outside power sources shall include, but not be limited to, wind generators, stand-by generators, solar generation or any other form of co-generation.

All source transfer schemes shall require prior written authorization by the Corporation. Engineering or other studies performed by the Corporation to implement a member's request for other sources of electrical power shall be billed to the member for time and materials required to complete such study. The member will provide or pay for all equipment required to ensure a safe connection to the system.

## **XII. RESALE OF SERVICES**

All purchased electric service on the premises of the member shall be supplied exclusively by the Corporation, and the member shall not directly or indirectly sell, sublet, assign or otherwise dispose of such electric service, or any part thereof without the consent of the Corporation, except as permitted by 170 IAC 4-5.

## **XIII. METERS**

### **A. Separate Meter for Each Service**

The Corporation will normally furnish a single meter at the point of connection to the member's premises. Any member desiring service at two or more separate meter points of connection to the Corporation lines shall be billed separately at each such point, and the registrations of such meters shall not be added for billing purposes, unless so permitted by an approved rate schedule.

### **B. Meter Tests at Request of the Member**

The Corporation will, at its expense, endeavor to maintain the efficiency of its meters within the allowable accuracies prescribed by 170 IAC 4-1-9.

A test of the accuracy of a meter's registration will be made without charge upon written request by a member once during any 12 month period. The member will be required to pay the cost of all additional tests made upon request within the same 12 month interval. If the meter is found to have an error which is of an average accuracy of plus or minus two percent (2%), the Corporation shall waive the cost of testing the meter.

### **C. Adjustments Due to Meter Errors**

If any meter, after being tested as provided for in these Terms and Conditions of Service is found to have a percentage of error greater than two percent (2%) for watt-hour meters and two percent (2%) for integrating and electromagnetic type demand meters [four percent (4%) for thermal demand meters], the bills for service metered thereby shall be adjusted as follows:

#### **1. Fast Meters**

When a meter is found to have a positive average error greater than the above-stated minimums, the Corporation shall refund or credit the member's account with the amount in excess of either an average bill for the kilowatt-hours and/or demand units incorrectly metered, or separate bills individually adjusted for the percent of error for the period the meter was fast, if such period can be determined, or one year, whichever period is shorter. An average bill shall be calculated on the basis of kilowatt-

hours and/or demand units registered on the meter over corresponding periods, either prior or subsequent to the period the meter is determined to be fast. No part of a minimum service charge shall be refunded.

## **2. Stopped or Slow Meters**

When a meter has stopped or has a negative average error greater than the above-stated minimums, the Corporation may charge the member for the kilowatt-hours and/or demand units incorrectly registered for one half of the period since the last previous test or one year, whichever is shorter. The amount of the charge to the member shall be estimated on the basis of either an average bill as herein-below described or separate bills individually adjusted for the percent of error. An average bill shall be calculated on the basis of kilowatt-hours and/or demand units registered on the meter over corresponding periods either prior or subsequent to the period for which the meter is determined to be slow or stopped. The Corporation may charge the member for such amounts except during any period that the Corporation negligently allows the stopped or slow meter to remain in service.

## **XIV. BILLING**

### **A. Billing Period**

Bills for electric service will be rendered monthly from meter readings, or otherwise computed according to the Corporation's rate schedules and Terms and Conditions of Service then in effect, and shall be due on the date determined by the Corporation.

Bills for special or short-term service under the applicable rates, including the cost of connecting and disconnecting, may be rendered at the discretion of the Corporation and shall be payable on demand.

### **B. Initial Billing**

A member beginning electric service will receive a first bill for a meter reading taken at the first regular reading date following the institution of service. The minimum bill, as established in the current rates approved by the Board of Directors, will apply. All subsequent bills will be calculated on the regular monthly cycle established by the Corporation.

### **C. Final Billing**

A member terminating electric service will be billed for service from the most recent meter reading billed to the meter reading at the date of termination of service. A minimum billing will not apply to the final billing; rather, actual kilowatt-hours will be billed according to the applicable rate schedule.

### **D. Payment of Bills**

All bills for regular service are payable monthly during business hours at the office of the Corporation, or at such other places as may be designated by the Corporation.

Bills will be dated on the billing date, i.e. the date the bills are mailed. The due date, which shall be set forth on the bill, will be not less than seventeen (17) days after this stated date, after which time it shall become a delinquent bill subject to late payment charges established in 170 IAC 4-1-13.

Service may be involuntarily disconnected for nonpayment after giving a fourteen (14) day notice of disconnection. Such written notice will be mailed by regular mail, delivered personally, or left at the residence or location served. The first day of the fourteen-day notice period shall be the first day after the placing of the notice in the mail, the giving of verbal notice, or other delivery of written notice. The only exception to this procedure is described in Section X Subparagraph D above regarding Home Energy Assistance.

**E. Equalized Payment**

Member-owners who are receiving electrical service under the residential rate tariffs for residential use may elect to contract for a plan whereby the monthly payments are averaged over an extended period and then the account is balanced at the end of that period. For more specific information on this contractual arrangement, please contact the Corporation's office.

**F. Third Part Payment Notification**

A member desiring a third party to be notified in the event that he/she receives a late payment notice, must complete a Third Party Notice authorization form. This form is available by request at the Corporation's office.

**G. Special Collection Charge**

In the event that the Corporation deems it necessary to send an employee to the premises of any member owing a delinquent account or accounts to collect same, a collection charge as stated in Appendix B shall be assessed such delinquent member, or this charge may be added to the amount due the Corporation on any such account. If the employee does not collect the amount due, and does disconnect service, the collection charge shall also be added to the amount due the Corporation.

**H. Failure to Receive a Bill**

Failure to receive a bill shall not entitle a member to any extension of time for payment.

**I. Service Charge for Returned Checks**

Any returned check, regardless of reason, shall be assessed a returned-check charge as stated in Appendix B. The charge shall be assessed for each presentment of the negotiable item tendered.

**XV. RIGHT-OF-WAY**

**A. Terms and Rentals**

When the property of a member is so located that the member can be served only by facilities extending over the property of another, the member shall accept service under such terms as are provided in the permit or agreement covering the location and the maintenance of service equipment; and the member shall reimburse the Corporation for any and all special or rental charges that may result from said permit or agreement.

**B. Procurement of Right-of-Way**

An easement granting permission for the erection of the Corporation's equipment and the right to enter on the premises to maintain such equipment, shall be granted by any applicant or member, without cost to the corporation in consideration for a service connection.

Any person or persons applying for the construction of an extension shall be required to secure for the Corporation all necessary and convenient right-of-way and pay the costs incident thereto, including the clearing of timber and brush to meet specifications.

In the event the Corporation extends service to an applicant/member prior to such applicant/member executing the necessary easement for the Corporation to enter and maintain its equipment on applicant/member's real estate, any subsequent refusal by the applicant/member to execute the easement shall constitute adequate cause for the Corporation to revoke the acceptance of the member application provided for in Section II Subparagraph (E) hereof. In such event, the Corporation will give notice to the applicant/member of disconnection of service until the applicant/member has executed the necessary grant of easement. In such cases the Corporation will first notify the member of the proposed disconnection in the same manner as provided in 170 IAC 4-1-16 and member shall be liable for the disconnection and reconnection charges set forth in Appendix B of these Terms and Conditions of Service.

**XVI. BEGINNING AND ENDING SERVICE**

Any person or persons commencing the use of service without first notifying and permitting the Corporation to read the meter, may be held responsible for any amount due for service supplied to the premises from the last prior available meter reading.

The member shall give reasonable notice of termination of service and may be held liable for service used after the date of notice to terminate the service until a final meter reading acceptable to the Corporation is obtained.

Notice of discontinuance of service prior to the expiration of a contract term will not relieve a member from any minimum or guaranteed payment under any contract or rate.

A member requesting disconnection, and then a reconnection of service shall pay both disconnection and reconnection fees before service is restored at the same location, as specified in Appendix B.

**XVII. GENERAL**

**A. Notice to Corporation**

Whenever these Terms and Conditions of Service provide that notice be given or sent to the Corporation or office of the Corporation, such notice, delivered or mailed first-class postage, prepaid, shall be deemed sufficient.

**B. No Prejudice of Rights**

The failure by the Corporation to enforce any of the terms provisions of these Terms and Conditions of Service shall not be deemed as a waiver of the Corporation's right to do so at a later date.

**C. Billing Changes**

When a member is found to be on an improper rate as the result of an investigation made at member's request or by routine inspection by the Corporation, the change of billing to the proper rate will apply to the bill for the month during which the discovery is made.

Any adjustment in charges previously made for services under an improper rate classification shall be determined upon the basis of the Corporation's or the member's responsibility for such improper classification. Such adjustment will be in compliance with 170 IAC 4-1-14.

**D. Exceptional Cases**

The usual supply of electric service shall be subject to the provisions of these Terms and Conditions of Service, but where special service conditions arise for which provision is not otherwise made, the Corporation may modify or adapt these terms to meet the requirements of such cases, consistent with the unaffected Terms and Conditions of Service.

**E. Assignment**

Subject to these Terms and Conditions of Service, all contracts made by the Corporation shall be binding upon, and oblige and inure to the benefit of, the successors and assigns, heirs, executors and administrators of the parties thereto.

**XVIII. RIGHT OF MEMBER TO HEARING ON GRIEVANCE**

A member of the Corporation may complain about any bill which is not delinquent, a disconnection notice, or any other matter relating to his/her service and may request a conference. The member may make this complaint in person, in writing, or by completing a form available from the Corporation.

In making a complaint and/or a request for conference, the member shall state at a minimum his/her name, service address and the general nature of his/her complaint. The complaint will be processed in accordance with Section 1.9 of the Corporation's bylaws.

If the member is receiving service at the time the complaint is received by the Corporation, service shall be continued in accordance with 170 IAC 4-1-17 (C).