

**CHAPTER 13**

**ELECTRIC SYSTEM**

**13-1-1 ELECTRICAL RATES.** The following classification of electric service at the rates and on the qualifications, conditions and terms as respectively set forth are hereby established for the sale of electric energy by the Electric Distribution System to customers adjacent to the distribution lines of the plant and system.

(A) **Single Phase Service (Rate 1).** Available for any residence, individual apartment, business or any other consumer located adjacent to the municipalities service lines, who utilize single phase, 120/240 volt service, which shall not be available for resale.

(1) The charge per month per meter installation shall be:

(B) The following rates for electric use by customers of the Municipal Electric System of the Village of Bethany are hereby established:

(1) **For Residential Users.**

<u>USAGE</u>	<u>RATE</u>
First 1,000 kilowatt hours per month	10.14 cents per kilowatt hr
Over 1,000 kilowatt hours per month	9.19 cents per kilowatt hr
Minimum monthly bill for residential users	\$5.00

(2) **Residential Heating Rates to Apply to Residential Users with all Electric Service and Electric Heat.**

<u>USAGE</u>	<u>RATE</u>
First 1,000 kilowatt hours per month	10.14 cents per kilowatt hr
Over 1,000 kilowatt hours per month	7.70 cents per kilowatt hr

This rate shall apply during the months of October through May of each year. During the months of June through September the rate for usage shall be the regular residential rate.

(3) **Business and Commercial Users Which Have a Demand of 50 Kilowatts or Less.**

<u>USAGE</u>	<u>RATE</u>
First 1,000 kilowatt hours per month	10.14 cents per kilowatt hr
Next 3,000 kilowatt hours per month	9.19 cents per kilowatt hr
All over 4,000 kilowatt hours per month	7.84 cents per kilowatt hr

Minimum monthly bill for business and commercial users shall be \$10.00 per month.

(4) **Business and Commercial Users With a Demand of Over 50 Kilowatts.**

Basic charge of 7.70 cents per kilowatt hour.

A demand charge of **One Dollar Twenty-Five Cents (\$1.25)** per kilowatt of customers monthly demand, and the billing demand shall be the highest monthly demand but not less than the highest demand of the preceding **eleven (11) months**.

A minimum monthly charge shall be the monthly billing demand charged as stated above. **(Ord. No. 741; 06-08-17)**

(C) The above rates specified in paragraph (B) shall be adjusted by a factor to be known as a Wholesale Price Adjustment charge. Said charge shall be **one hundred percent (100%)** of the wholesale charge made to the Village of Bethany by the Illinois Municipal Electric Agency in excess of \$0.046 per kilowatt hour. **(Ord. No. 741; 06-08-17)**

(D) **Term and Form of Contract for Large Loads.** The Village does not hold itself out as ready to serve, under the provisions of its standard contract for yearly periods, consumer whose requirements or whose increase in requirements, exceeds **two hundred fifty (25) KW**. Such capacities require special arrangements by both the Village and the consumer which may be made subjects of special agreement, both as to the form of the contract and other conditions requiring special consideration.

(E) All bills for electric service that are not paid by the **fifteenth (15th) day** of the month shall have added to said bill a service charge of **ten percent (10%)**. **(Ord. No. 386; 04-08-71)**

(F) Any user of electricity from the Municipal Electric System who does not pay any bill for such service within **twenty (20) days** after the date of such bill, shall have his service disconnected and said service shall not be resumed until all past bills for electric service, including any service charges thereon, have been paid. **(Ord. No. 386; 04-08-71)**

(G) The charge for a privately owned security or night light shall be **Ten Dollars (\$10.00)** per month for each 175 Watt Mercury Vapor Light. **(Ord. No. 741; 06-08-17)**

(H) For temporary unmetered service for new construction a flat rate charge of **Ten Dollars (\$10.00)** per month or any fractional part thereof. **(Ord. No. 741; 06-08-17)**

(I) A **five percent (5%)** utility tax shall be added to bills for electric service. **(Ord. No. 741; 06-08-17)**

**13-1-2      RESERVED.**

**13-1-3      GENERAL TERMS AND CONDITIONS.** The rates of the Village are designed for uniform application to the greatest number of consumers under various rate classifications. They contemplate certain types of services and certain facilities to be furnished without additional charges to the consumer. Services and facilities beyond those contemplated are provided upon payment of additional charges as outlined in the Village's **"Non-Standard Service"** provision. These General terms and conditions are applicable to all of the Village Electric Rates.

(A) **Definition of "Consumer".** A "consumer" is an individual, corporation, partnership, or other single business entity which has applied for and received electric service from the Village.

(B) **Service at Each Premises.** One of the required capacity, but not larger than **400 ampere**, single-phase overhead service will be supplied to each separate premises of a consumer. Additional services shall be furnished to a single premises under the Village's "**Non-Standard Service**" provision and the Village will combine demands and energy consumptions for billing purposes.

(C) **State Gross Receipts Excise Tax.** Pursuant to the provisions of **Section 36 of "An Act Concerning Public Utilities,"** as amended, authorizing certain additional charges for services rendered, and **Section 2 of "The Public Utilities Revenue Act,"** as amended, levying certain taxes on services rendered, the Village shall add a **five percent (5%) tax**, or tax at such other rate as determined by law, on the net amount of each bill as figures under the applicable rates. Such additional charges shall be added to all billings for electricity furnished for use or consumption and not for resale and for all services rendered in connection therewith.

(D) **Metering.** The Village will furnish and maintain all metering equipment necessary for measuring and billing the electricity supplied. The consumer shall provide a suitable place for the metering equipment, which shall be readily accessible to employees of the Village for reading, testing, inspecting, or exchanging such metering equipment.

(E) **Access to Premises.** The properly authorized agents of the Village shall, at all reasonable hours, have free access to the premises for the purpose of reading, examining, repairing or removing the Village's meters or other property.

(F) **Right of Cut-off.** The Village shall have the right to discontinue its electric service in accordance with the provisions of **Section 38-2-1** of this Code.

(G) **Charge for Reconnection.** Where service has been disconnected as provided for herein, or at customer's request service has been disconnected for a period of less than **one (1) year**, a charge of **Five Dollars (\$5.00)** shall be made by the Village for restoring service during normal working hours. No restoring of service for other than normal working hours.

(H) **Testing of Utilization Equipment.** If any consumer has an abrupt increase in demand occasioned by the testing of utilization equipment for use on his premises, the increased demand so occasioned shall not be taken into account in the determination of the consumer's maximum demand; provided that the consumer shall have arranged with the Village in writing, at least **five (5) days** in advance for the making of the test at a time approved by the Village.

(I) **Interruption of Service.** The Village shall not be responsible in damages for any failure to supply electricity, or for interruption or reversal of the supply if such failure, interruption or reversal is without willful default or negligence on its part.

(J) **Deposit.** The Village requires a deposit for electric service under the terms of **Section 38-2-6** and **38-2-7.**

(K) **Assignment.** The benefits and obligations of the contract for services shall inure to and be binding upon the successors and assigns for the original parties thereto, respectively, for the full term thereof; provided that no assignment shall be made by the consumer without first obtaining the Village's written consent and provided further that the successor shall execute and deliver to the Village an agreement assuming and agreeing to be bound by the original contract.

(L) **Fire or Other Casualty - Consumer's Premises.** In case fire or other casualty shall occur on the consumer's premises rendering the premises unfit for the purposes of the consumer's business, the consumer's electric service shall thereupon be suspended until such time as the premises shall have been reconstructed and reoccupied by the consumer for the purpose of his business.

(M) **Equipment Furnished and Maintained by Consumer.** All wiring and other electrical equipment on the consumer's premises, or equipment connecting the premises with the Village's service furnished by the consumer shall be suitable for the purposes thereof, and shall be installed and maintained by the consumer at all times in conformity with the requirements of the National Board of Fire Underwriters, the properly constituted Local Authorities, and the National Electric Code.

(N) **Village's Property and Protection Thereof.** All meters, transformers, poles, structures, and other facilities placed on the consumer's premises by the Village for the purpose of rendering electric service to said premises, unless otherwise expressly provided, shall be and remain property of the Village, and the consumer shall exercise reasonable care to protect such property from loss or damage. When there is a change in the consumer's operation or construction which, in the judgment of the Village, makes the relocation of the facilities necessary, or if relocation is requested by the consumer, the Village will move such facilities at the consumer's expense to an acceptable location on the consumer's premises.

(O) **Underground Electric Service.** Underground electric service is available to a consumer with new construction in existing and new subdivisions, and to an existing consumer as stated herein:

- (1) Underground electric service to an isolated lot in a new or existing subdivision which is served with overhead primary cables shall be allowed. The Village shall provide and install the underground cables from the nearest service pole to the building and bill the consumer for the charges. The consumer shall provide a weather-proof disconnect switch ahead of the meter and at the service pole.
- (2) Underground primary electric and secondary service to a new subdivision of **eight (8) contiguous lots** or more may be allowed if all electric lines in the complete subdivision, as recorded, are underground. The subdivider or an appointed representative of the subdivision will negotiate with the Village.
- (3) Underground electric service will not be allowed for use on mobile homes or temporary buildings, except that underground primary distribution systems and secondary services may be provided to a permanent mobile home as in paragraph (1) or a total permanent mobile home park as described in paragraph (2) above. A mobile home park is permanent when the following improvements have been installed:
  - (a) Village water supply;
  - (b) Sewers connected to sewer mains; and
  - (c) Paved streets.
  - (d) License issued.

(P) **Monthly Bills.** For the purposes hereof, the terms "month" or "monthly" shall mean the period between any **two (2)** consecutive regular meter readings taken as nearly as practicable at **thirty (30) day** intervals.

(Q) **Net Payment Period Ending on Saturday, Sunday or Holiday.** When the last day of any net payment period falls on a Saturday, Sunday or a legal holiday, such period will be automatically extended to include the following first full business day.

(R) **Payment by Mail.** Net payments received by mail after the net payment period has expired will be credited to the consumer's account. The difference between the net payment and the gross payment due will be added to the consumer's next bill.

(S) **Agents Cannot Modify Agreement.** No agent has the authority to amend, modify, or alter the contract for services, or waive any of its conditions, or to bind the Village by making any promises or representations not contained therein without an affirmative vote of the Village Board of Trustees.

**13-1-4 FEE SCHEDULE FOR SERVICE TAPS.** The following fees shall be paid by each customer requiring service:

(A) **Fee: (Standard 120/240 Volt Single-Phase 3-Wire Service).**

- (1) **Overhead Tap/Overhead Service Area.** (Cost based on Maximum Cable Run of 100 feet: as measured from property line to weather head) -- No Charge.
- (2) **Underground Tap/Underground Service Area.** Cost of trench plus the price difference of the wire.
- (3) **Underground Tap/Overhead Service Area (New Service).** No Charge.
- (4) **Existing Overhead (To be changed to Underground).** Cost of trench plus the price difference of the wire.
- (5) **Temporary Construction Purposes.** \$10.00/month (**Ord. No. 723; 04-14-16**)

If a customer elects and makes a request to have a non-standard service and the feasibility of such service is approved by the Director of Services to provide such service, the customer assumes all risks incurred from such special non-standard service. These risks would include extended outages that may be due to transformer failure until the transformer is repaired or a suitable replacement can be obtained and installed.

**13-1-5 USE OF SERVICE.**

(A) **Power Factor; Rates.** The Village retains rates that are applicable to industrial and commercial services which are based on all such customers maintaining a power factor of not less than **ninety percent (90%)** lagging. In the event a customer's power factor is less than **ninety percent (90%)** during periods of normal operation, the Village reserves the right to require the customer to install, at his expense, such corrective equipment as may be required to increase customer's power factor to not less than **ninety percent (90%)**.

(B) **Objectionable Conditions.** When a customer fails to install the necessary facilities on his premises to correct the objectionable conditions of his load or fails to prevent such objectionable conditions from interfering with the Village's supply of satisfactory service to other customers, the Village shall have the right to deny service to such customer until the objectionable conditions shall have been corrected in a manner satisfactory to the Village.

(C) **Cost of Additional Equipment.** Whereas corrective equipment is installed by the Village on its distribution system to correct any objectionable conditions, the customer whose service caused the objectionable conditions will be required to pay the Village, without refund, the installed cost of such corrective equipment, which said corrective equipment shall remain the property of the Village. In lieu of such payment, and subject to

approval by the Village, a customer may elect to pay a monthly charge equal to **one and one-half percent (1.5%)** of the installed cost of such corrective equipment installed by the Village.

**13-1-6**      **MOTORS AND APPARATUS.** Motors and apparatus shall be as follows:

(A)            The Department reserves the right to select the type of service to be supplied and shall be consulted before equipment is purchased or ordered by a customer. This shall be applicable to those customers having motors **five (5) HP** and larger or where the aggregate load of smaller motors is more than **seven and one-half (7 ½) HP**.

(B)            All three-phase electric service may be by demand metering.

(C)            Motors and motorized equipment will generally be approved for use on the Electric System only if the Total Locked Motor Current does not exceed an acceptable level, as determined by the Manager.

(D)            If starting currents are objectionable and will cause interference on the Electric System, in the judgment of the Manager, reduced voltage starting or such other methods as the Manager determines feasible will be required to be furnished to the customer.

**13-1-7**      **DUSK-TO-DAWN LIGHTS.** Rented Dusk-to-Dawn lights shall be provided as follows:

(A)            Private lighting luminaries (Dusk-to-Dawn Lighting Services) for homes, schools, security, churches, commercial areas and industry shall be provided where feasible and in keeping with good electrical practice, as per the following specifications:

(1)            A self-contained automatic Dusk-to-Dawn 175-watt, or 250-watt mercury vapor lighting fixture shall be furnished and installed by the Village Electric Department, such fixture to meet standards and specifications of the Village, on existing wood pole structures for the customer's use at a monthly charge rate of **Ten Dollars (\$10.00)** per unit for a 175-watt unit, or for a 250-watt unit. The charges per month shall be added to the customer's monthly utility bill and shall become an integral part of the bill.

The Electric Department shall be responsible for making the installation, furnishing the electricity for the operation of the lamp, provide all the necessary maintenance (including the replacement of lamps, but excluding malicious damage).

(2)            Dusk-to-Dawn Lighting shall be installed on wood poles with a normal ground-to-lamp height of approximately **twenty-five (25) feet**. Should a customer desire his lighting on steel, aluminum, concrete, decorative type poles and/or underground cable installation, the Village Electric Department may, at its discretion, install or cause the special service to be installed. The customer shall bear the total cost of installation and the additional charge shall be payable by the customer prior to installation.

(3)            The customer shall have the responsibility to notify the Village Electric Department of any interruption of service of the Dusk-to-Dawn Lighting Service. The Electric Department will restore service only during regularly scheduled working hours and

shall, in any event, be under no obligation to do so before **seventy-two (72) hours** from the time of notification. In the event the Electric Department is unable to effect repairs not caused by the customer within this period, the Electric Department's only responsibility will be to abate the charges on a pro-rata basis for each day after **seventy-two (72) hours** in which service is not available. The customer shall remove any obstruction to the installation of the Village-owned facilities. Trimming of trees to improve the distribution of light shall be the customer's responsibility. The customer shall provide any permits or easements required for the installation or maintenance of the Village-owned facilities; and permit access to such facilities by the Electric Department vehicles and personnel. A lighting agreement shall be substantially in the following form:

**13-1-8**      **CONSTRUCTION OF SERVICES.** All construction of services shall, in general, be in accordance with the following drawings, unless otherwise approved by the Manager of Utilities.

**13-1-9**      **INCLUSION OF FEDERAL ENERGY REGULATORY COMMISSION POLICY.** See Appendix "A". (Ord. No. 646; 02-12-09)