



STANDARD TERMS AND CONDITIONS FOR ELECTRIC SERVICE  
PROVIDED BY  
THE HOPE WATER & LIGHT COMMISSION  
HOPE, ARKANSAS

**1. APPLICABLE TO ALL CLASSES OF ELECTRIC SERVICE**

In order that all Customers may receive uniform, efficient, and adequate service, electric service will be supplied to and accepted by all Customers receiving service from the Hope Water & Light Commission (HWL) in accordance with these **Terms and Conditions**.

**2. ORDER FOR SERVICE**

Contract and Agreement for Electric Service Form CA-108—A and other applicable Contract for Electric Service forms are provided by HWL to show the agreement under which the Customer receives and HWL delivers electric service. Appropriate arrangements will be completed with Customer, or his/her duly authorized agent, before service is supplied by HWL. A separate contract will be in effect for each class of service at each separate location.

**3. OPTIONAL RATES**

HWL's approved rate schedules state the conditions under which each is available for electric service. When two or more rates are applicable to a certain class of service, the choice of such rates lies with the Customer.

HWL will, at any time upon request, determine for any Customer the rate best adapted to existing or anticipated service requirements as defined by the Customer, but HWL does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected.

HWL, lacking knowledge of changes that may occur at any time in the Customer's operating conditions, does not assume responsibility that Customer will be served under the most favorable rate; nor will HWL make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same service.

Rates are normally established on a twelve-month basis and a Customer having selected a rate adapted to their service may not change to another rate within a twelve-month period unless there is a substantial change in the character of conditions of the service. A new Customer will be given reasonable opportunity to determine their service requirements before definitely selecting the most favorable rate therefore.

**4. DEPOSIT**

The Customer, if requested by HWL to do so, will make and maintain a reasonable deposit to secure payment of bills. Rules and Regulations governing the requirement for and refundability of deposits are contained in HWL's Deposit Policy.

**5. MONTHLY BILLS**

Bills for service will be rendered monthly, unless otherwise specified. The term "month" for billing purposes will mean the period between any two consecutive readings of the meters by HWL, such readings to be taken as nearly as practicable every thirty (30) days.

Failure to receive a bill in no way exempts Customers from payment for electric service.

HWL makes a special effort to read all meters every month. Sometimes, due to adverse weather conditions, dog hazards, damaged equipment, etc., it is not possible to obtain a meter reading and the bill may be estimated. Bill estimation is calculated based upon any one or combination of the following factors:

1. History of use at the service location;
2. Actual weather conditions during the billing period;
3. Changes in electrical equipment used by the customer during periods under review;
4. Usage of service locations of the same class and similar electrical service characteristics.

Estimated bills are designated with an "E" on the bill under "CODE."

Customers served under rates that have both gross and net rates will be billed both the gross and net amounts for electric service each month. Where bills are paid on or before the last due date, only the net bill will be paid. Where the bill is paid after the last due date, the gross bill will be paid.

**6. DISCONTINUANCE OF SERVICE**

When bills for electric service are in arrears, or in case the Customer fails to comply with these **Terms and Conditions**, HWL will have the right to discontinue electric service to the Customer and to remove its property from the customer's premises upon mailing notice to address to which the monthly bills are sent. There will be a charge for reconnecting the service to customers whose service has been disconnected for non-payment of bills. **A TEN DOLLAR (\$10.00) SERVICE CHARGE WILL BE APPLIED TO ALL BILLS NOT PAID BY 10:00 AM OF THE DAY THE SERVICE IS TO BE DISCONNECTED.**

**7. EXCLUSIVE SERVICE ON INSTALLATION CONNECTED TO HWL'S SYSTEM**

Except as may be specifically permitted under tariffs governing the interconnection of provision of service to small power producers or co-generators, standard electric rate schedules are based on exclusive use of HWL's service.

Except in cases where the Customer has a contract with HWL for break-down or stand-by service, no other electric light or power service will be used by the Customer on the same installation in conjunction with HWL's service, either by means of a throw-over switch or any other connection.

HWL will not be required to supply or continue to supply service to any Customer where a portion of Customer's service requirement is obtained from other sources, except when service is covered by a contract.

The customer will not sell the electricity purchased from HWL to any other customer, company, or person, and Customer will not deliver electricity purchased from HWL to any connection wherein said electricity is to be used off of the Customer's premises on which the meter is located.

**8. CUSTOMER'S INSTALLATION**

All wiring and other electrical equipment furnished by the Customer will be installed, operated, and maintained by the Customer at all times in conformity with good electrical practice and with the requirements of the constituted authorities and these **Terms and Conditions**. Where no public authorities have jurisdiction, HWL, for Customer's protection, may require Customer to furnish HWL with a certificate from the wiring electrician that Customer's installation conforms to the **National Electrical Code** and/or the **National Electrical Safety Code**. HWL does not assume responsibility for the design, operation, or condition of the Customer's installation.

Service will be delivered to Customer for each premise at one point of delivery to be designated by HWL and to conform to HWL's service standards. For mutual protection of Customer and HWL, only authorized employees of HWL are permitted to make and energize the connection between HWL's service wire and Customer's service entrance conductors.

**9. OWNER'S CONSENT TO OCCUPY**

HWL shall have the right to install and maintain equipment in, over, and under the Customer's property and shall have access to the Customer's premises for any other purpose necessary for supplying electric service to the Customer. In cases where the Customer is not the owner of the premises, or if there is intervening property between the premises and HWL's lines, the Customer will obtain from the property owner(s) the easements or right-of-way necessary to install and maintain in, over or under said premises all such wires and electrical equipment as are necessary or convenient for supplying electric service to the Customer.

**10. MOTOR INSTALLATIONS**

For mutual protection of service to all Customers, all motor installations will be as follows:

- a. All motors rated in horsepower up to and including 7½ HP, and individual air-conditioning units with ratings of 65,000 BTUH (ARI ratings) or less will be single-phase unless otherwise agreed to by HWL or served in conjunction with other larger three-phase loads;
- b. All three-phase motors will be equipped with approved starting equipment having low voltage release attachment and properly sized overcurrent protection in each of the three phases.

**11. POWER ACTION**

HWL will not be required to furnish electric service to any customer with low power factor equipment.

Where customer has power or heating equipment installed that operates at low power factor, Customer, when requested to do so by HWL, will furnish, at their own expense, suitable corrective equipment to maintain a power factor of 90% lagging, or higher.

Customer will install and maintain in conjunction with any fluorescent lighting, neon lighting, or other lighting equipment having similar load characteristics, auxiliary or other corrective apparatus that will correct the power factor of such lighting equipment to not less than 90% lagging.

**12. PROTECTION OF SERVICE**

HWL will not be obligated to serve any devices that have a detrimental effect upon the service rendered to other customers or upon HWL equipment. Where the Customer's use of such a device causes voltage fluctuation of the 60 Hertz wave, clipping of the current, or voltage wave- thereby producing harmonics or a cycle pulsation between one and sixty Hertz (1 and 60 Hertz). Customer will furnish, at their own expense, necessary equipment to limit such voltage fluctuation, harmonics, or pulsations so that they will not interfere with other Customers or HWL equipment. Where the interference cannot be corrected, the use of such devices must be discontinued.

**13. CONTINUOUS SERVICE**

HWL will endeavor to maintain continuous service, but will not be liable for loss or damage caused by interruption of plant, lines, or equipment, strike, riot, act of God, or causes reasonably beyond HWL's control, or due to shutdown for reasonable periods to make repairs to lines or equipment.

In like manner, should the Customer's premises be rendered wholly unfit for the continued operation of the Customer's plant or business, due to any of the cause mentioned above, the Customer's contract, if any, will thereupon be suspended until such time as the plant or premises will have been reconstructed, reconditioned, and reoccupied by the Customer for the purpose of their business.

**14. INTERRUPTION OF SERVICE**

HWL 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, nor for interruptions, by underfrequency relays or otherwise, to preserve the integrity of HWL's system or interconnected systems.

**15. METERING**

The electricity used will be measured by a meter or meters to be furnished and installed by HWL at its expense and bills will be calculated upon the registration of such meters. Meters include all measuring instruments. Meter installations will be made in accordance with HWL service standards. Customer will provide a sufficient and proper space in a clean and safe place, accessible at all times and free from vibration, for the installation of HWL's meters. It will be the Customer's responsibility to furnish and install all meter bases and/or metering enclosures as specified by HWL on the supply side of service equipment to be metered.

Meters will be tested as reasonably necessary. If the meters are found to be in error more than 2%, proper adjustment in billing will be made for the period during which the meter was in error. Should HWL's meters fail to register, the amount of electricity delivered to the Customer will be estimated on the basis of the best available information, or upon Customer's meters when installed.

**16. PROTECTION OF HWL'S PROPERTY AND ACCESS TO PREMISES**

The Customer will protect HWL's property on the Customer's premises from loss or damage and will permit no one who is not an agent of HWL to remove or tamper with HWL's property.

HWL will have the right of access to the Customer's premises at all reasonable times for the purpose of installing, reading, inspecting, or repairing any meters or devices owned by HWL or for the purpose of removing its property.

**17. AGENTS CANNOT MODIFY AGREEMENT**

No agent has power to amend, modify, or waive any of these **Terms and Conditions**, or to bind HWL by making any promises or representations not contained herein.

**18. SUPERSEDE PREVIOUS TERMS AND CONDITIONS**

These **Terms and Conditions** supersede all **Terms and Conditions** under which HWL has previously supplied electric service.