

ORDINANCE NO. 2026-24

**ORDINANCE ESTABLISHING GENERAL TERMS AND CONDITIONS
OF SERVICE FOR TELECOM SERVICE PROVIDED BY THE
TELECOMMUNICATIONS UTILITY OF THE CITY OF LEBANON**

WHEREAS, the City of Lebanon, Indiana (“City”) owns and operates through its Utility Service Board (“Board”) a telecommunications utility known as Lebanon Utilities iLines (the “Utility”) for the purpose of providing safe, reliable, and efficient communication services in and around the City pursuant to Ind. Code §8-1-2.6 et seq., as amended, and other applicable provisions of Indiana law (collectively, the “Act”);

WHEREAS, the Common Council for the City of Lebanon (“City Council”), based upon recommendations from the Board, has determined that it is necessary and appropriate to establish general terms and conditions of service governing the provision of telecommunications services by the Utility;

WHEREAS, on April 22, 2026, the Board adopted Resolution 2026-05 recommending the City Council pass an Ordinance establishing the general terms and conditions set forth in the attached Exhibit A for the telecommunications division of the Utility;

WHEREAS, the City Council finds that the general terms and conditions set forth in the attached Exhibit A are nondiscriminatory, reasonable and just, and therefore should be adopted.

NOW, THEREFORE, BE IT ORDAINED, by the Common Council of the City of Lebanon, Indiana, as follows:

Section 1. Adoption of Terms and Conditions. The General Terms and Conditions for the Telecommunications Utility of the City of Lebanon, attached hereto as Exhibit A and incorporated herein by reference, are hereby adopted and shall govern the provision of all telecommunications services by the Telecommunications Division of the Utility.

Section 2. Severability. The provisions of this Ordinance and **Exhibit A** are severable. If any provision is found invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected. Any portion of any prior ordinance in conflict with this Ordinance is hereby superseded to the extent of the inconsistency.

Section 3. Effective Date. This Ordinance shall take effect upon its adoption and any publication required by law.

[signature page to follow]

All of which is CONSIDERED, APPROVED AND ADOPTED by the Common Council
of the City of Lebanon, Indiana, this 10 day of August, 2026.

Voting For

Voting Against

Abstain

Keith Campbell
Keith Campbell

Keith Campbell

Keith Campbell

John Copeland
John Copeland

John Copeland

John Copeland

Robert Hawkins
Robert Hawkins

Robert Hawkins

Robert Hawkins

Mike Kincaid
Mike Kincaid

Mike Kincaid

Mike Kincaid

Sierra Messenger
Sierra Messenger

Sierra Messenger

Sierra Messenger

Dick Robertson
Dick Robertson

Dick Robertson

Dick Robertson

Sandra Jasionowski
Sandra Jasionowski

Sandra Jasionowski

Sandra Jasionowski

ATTEST:

Tonya Thayer
Clerk-Treasurer, Tonya Thayer

EXHIBIT A

**GENERAL TERMS AND CONDITIONS FOR THE TELECOMMUNICATIONS
UTILITY OF THE CITY OF LEBANON UTILITIES**

Section 1. Definitions. As used herein and in the applicable Rates and Charges Ordinance, the following terms have the meanings set forth below:

- a. Apartment. A lot or parcel of real estate under common ownership on which one or more buildings contain a total of eight (8) or more separate inhabitable dwelling units with facilities intended primarily for living, sleeping, cooking, and eating, excluding any nursing care or similar facility.
- b. Consumer Service Class. The service class that includes Customers receiving terrestrial fixed-wireless internet service, fiber-to-home service, or other recognized telecommunications service for residential, commercial, or other standard use.
- c. Custom Point-to-Point Service Class. The service class that includes Customers not encompassed within the Consumer Service Class whose service requires a point-to-point wireless configuration.
- d. Customer. The person, firm, corporation, or other entity that has entered into an agreement with the Telecommunications Division to receive terrestrial fixed-wireless internet service, fiber optic service, or other telecommunications service provided by the Utility.
- e. Dark Fiber Service. Fiber optic service in which the Telecommunications Division provides access to unlit fiber optic strands without bandwidth, internet access, or active electronics.
- f. Lit Fiber Service. Fiber optic service in which the Telecommunications Division provides bandwidth and internet access through active fiber optic facilities.
- g. Standard Wireless Installation. An installation that includes: (1) one wireless radio and its integrated antenna; (2) a stinger or dish, if necessary; (3) one mounting foot, if necessary, attached to a Customer-provided house, building, post, or pole deemed safe by the installer; (4) up to 330 feet of direct-bury Cat 5 cable from the wireless radio to the Customer's equipment, to be buried by the Customer if necessary; (5) one power supply for the wireless radio; (6) one sealed exterior wall penetration; and (7) one Ethernet cable from the wall jack to the Customer's equipment.

- h. Static IPv4 Address. An IPv4 address that does not change and that electronic devices use to identify and communicate with each other on a computer network.
- i. Telecommunications Division. The Telecommunications Division managed by the City of Lebanon Utilities, a municipally owned utility located in the City of Lebanon, Indiana.

Section 2. Rate Schedules. Copies of all available rate schedules and these terms and conditions are on file at the business office of Lebanon Utilities. The Telecommunications Division establishes rates and charges pursuant to the applicable Rates and Charges Ordinance. In the event of a conflict between any provision of the rate schedules and these terms and conditions, the provisions of the rate schedules shall prevail.

Section 3. Service Classes and Character of Service. The Telecommunications Division, in its sole discretion, shall assign Customers to the Consumer Service Class or the Custom Point-to-Point Service Class based on the Customer's characteristics and service requirements. Customers located within and outside the assigned service area boundaries of the Telecommunications Division of Lebanon Utilities are eligible to receive wireless internet service, provided the Telecommunications Division can reach the Customer with its wireless signal and the Customer is located within the service territory of the Telecommunications Division.

Section 4. Application or Contract for Service. The Telecommunications Division may require a written application or contract before providing service. Upon acceptance by the Telecommunications Division, the application or contract, together with these terms and conditions, shall constitute the agreement between the Telecommunications Division and the Customer. The Telecommunications Division may reject any application for a valid reason.

No promise, agreement, or representation by any agent or employee of the Telecommunications Division shall bind the Telecommunications Division unless incorporated into a written contract. The benefits and obligations under any contract shall bind the successors, assigns, survivors, executors, and administrators of the original parties for the full term of the contract. The Customer shall not assign a contract without the prior written consent of the Telecommunications Division. The Telecommunications Division may require a successor to execute an assignment agreement or a new contract for service.

In the event of a conflict between any provision of a written application or contract and these terms and conditions, the provisions of the written application or contract shall prevail.

Section 5. Term of Service. The contract between the Telecommunications Division and the Customer may specify the agreed-upon term of service. The contract term may range from one (1) to five (5) years. In the Utility's sole discretion, service may be provided on a month-to-month basis without a written contractual agreement or where the contract does not specify a term.

Section 6. Payment for Service. The Telecommunications Division shall render bills for service monthly at intervals of approximately thirty (30) days. Bills are payable at the office of Lebanon Utilities. A late payment charge applies to bills not paid within fifteen (15) days following the mailing of the bill, as set forth in the applicable Rates and Charges Ordinance. When the fifteenth day falls on a Sunday or legal holiday, the deadline extends to the next business day. Failure to receive a bill does not entitle the Customer to pay after the due date. Upon request, the Telecommunications Division will inform the Customer of the approximate billing date each month and will issue a duplicate bill if the original is lost. When the Telecommunications Division must re-process a check due to non-sufficient funds, a Returned Check Charge as set forth in the applicable Rates and Charges Ordinance shall apply.

Section 7. Disconnection of Service.

(A) Disconnection by the Utility. The Telecommunications Division may disconnect service under the following circumstances:

- (i) For non-payment of any amounts owed to the Telecommunications Division when due. The Telecommunications Division shall assess a Non-Payment Fee as set forth in the Rates and Charges Ordinance; and
- (ii) For any ground enumerated in Section 13 of these Terms and Conditions.

(B) Customer-Requested Standby. A Customer may request that the Telecommunications Division place the Customer's account in standby status. During standby, the Customer's access to bandwidth shall be suspended and the Customer shall not be charged the Monthly Bandwidth Fee, but the Customer shall continue to pay the monthly Network Access Fee as set forth in the applicable Rates and Charges Ordinance. Standby status shall continue until the Customer requests reactivation of full service or cancels the account. If the Customer fails to pay the Network Access Fee during standby, the non-payment provisions under Section 7(A)(i) shall apply.

Section 8. Equipment Return Upon Cancellation. Upon cancellation of service, the Customer shall return all Utility-owned indoor equipment to the Telecommunications Division in undamaged and good working condition within fourteen (14) days of the service termination date. The Telecommunications Division shall retrieve all Utility-owned outdoor equipment, and the Customer shall provide reasonable access to the Customer's property for such retrieval

within fourteen (14) days of the service termination date. The Customer's failure to return indoor equipment or to provide access for retrieval of outdoor equipment within the required period shall result in an unreturned equipment charge at replacement cost. The Telecommunications Division shall set and publish replacement cost amounts, which may vary by equipment type, and shall make such amounts available to Customers upon request.

If the Customer is relocating or will no longer own or control the service property, the Customer shall notify the Telecommunications Division of the final date of ownership or control no later than the date of service cancellation. Failure to provide such notice that results in the Telecommunications Division being unable to access or retrieve the equipment, or that results in the equipment being removed, damaged, or disposed of, shall result in assessment of the applicable unreturned equipment charge.

Customers may coordinate equipment retrieval by contacting the Telecommunications Division by telephone at (765) 482-8881 or by electronic mail at support@ilines.net.

Section 9. Access to Utility Equipment. The Customer shall provide the Telecommunications Division and its agents with reasonable access to the Customer's property at reasonable times for the purpose of installing, inspecting, maintaining, repairing, and retrieving Telecommunications Division-owned equipment. The Telecommunications Division will make reasonable efforts to contact the Customer prior to accessing the property. In the event of a network emergency or situation requiring immediate attention, the Telecommunications Division may access Utility-owned equipment on the Customer's property without prior notice to the Customer.

Section 10. Taxes and Fees. The Customer shall pay all taxes, fees, charges, or impositions levied by any governmental authority on the services and facilities provided, including taxes, fees, charges, or impositions imposed after the date of any contractual arrangement between the Customer and the Telecommunications Division. The Telecommunications Division may include such amounts in its billings to the Customer.

Section 11. Restoration of Service Interruptions. The Telecommunications Division shall use reasonable efforts to maintain the facilities and equipment it furnishes to the Customer. The Telecommunications Division will endeavor to provide regular and uninterrupted service, but does not guarantee against variations in service characteristics or interruptions in service occasioned by acts of God, orders of public authorities, electrical outages, fires, strikes, casualty, the necessity for making repairs or replacements to the Telecommunications Division's facilities, or any other causes not within the reasonable control of the Telecommunications Division. The Telecommunications Division will endeavor to respond promptly and restore any interruption of service as soon as practicable after receiving notice from the Customer.

Section 12. Telecommunications Division Equipment and Customer-Owned Equipment.

The Customer shall not, nor shall the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any facilities or equipment installed by the Telecommunications Division, except upon prior written consent. The Telecommunications Division is not responsible for the installation, testing, operation, maintenance, repair, or replacement of any Customer-provided equipment required for the Customer's interconnection with or use of the services.

The Customer is responsible for ensuring that Customer-provided equipment is compatible with the Telecommunications Division's equipment and facilities. The Telecommunications Division will provide the Customer with any required information and reasonable technical assistance to facilitate compatibility. The responsibility of the Telecommunications Division is limited to the furnishing, operation, and maintenance of facilities and equipment furnished by the Telecommunications Division for the services outlined in the Customer's contract. The Telecommunications Division may provide assistance beyond its own facilities as a matter of customer service but is not required to do so and assumes no responsibility for other facilities or equipment.

The Customer is responsible for any damage to Telecommunications Division equipment, unless caused by improper installation by the Telecommunications Division. The Telecommunications Division shall bill the Customer the applicable fees to cover the cost of any necessary repairs.

Section 13. Refusal or Discontinuance of Service. The Telecommunications Division may refuse or discontinue service to a Customer under any of the following conditions:

- (a) For the failure to pay any amounts owed to the Telecommunications Division when due.
- (b) For non-compliance with or violation of any state, municipal, or federal law, ordinance, or regulation.
- (c) For use of service for any property or purpose other than as described in the Customer's contract.
- (d) For neglect or refusal to provide reasonable access to the Telecommunications Division or its agents for inspection and maintenance of Telecommunications Division-owned equipment.
- (e) For violation of any of these terms and conditions or any term of the Customer's contract.

- (f) For use of equipment in a manner that adversely affects the equipment of the Telecommunications Division or its service to others.
- (g) For tampering with equipment owned by the Telecommunications Division.
- (h) For unauthorized or fraudulent use of service.
- (i) For conditions that will impact the safety of employees or any other persons.

Section 14. Unlawful or Illegal Use; Acceptable Use Policy. The Customer shall not use the services or facilities provided by the Telecommunications Division for any unlawful or illegal purpose and agrees to indemnify and hold the Telecommunications Division harmless from any loss or damage arising from such use. The Customer shall at all times comply with the Utility's Acceptable Use Policy, Privacy Policy, and Network Management Policy, as posted on the Utility's website and amended from time to time.

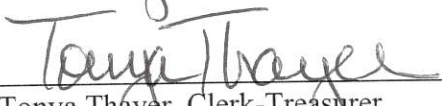
Section 15. Limitations of Liability; Indemnification. Except as expressly provided in a contractual agreement between the Customer and the Telecommunications Division, the Telecommunications Division makes no warranties, express or implied, relating to its services and facilities and expressly disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose. In no event shall the Telecommunications Division be liable for any indirect, special, incidental, consequential, or exemplary damages relating to or arising from the provision of services, including damages based on loss of revenues, profits, or business opportunities, whether or not the Telecommunications Division has or should have had knowledge, actual or constructive, that such damages might be incurred.

The Customer agrees to indemnify and hold the Telecommunications Division harmless for any loss or expense, including attorneys' fees, arising from damage to equipment or injury to persons related to the services and facilities provided by the Telecommunications Division, except any loss, damage, or expense arising directly from the act or omission of the Telecommunications Division.

Section 16. Collection of Delinquent Amounts. Upon the Customer's failure to pay any sum due, the Telecommunications Division may use all lawful collection efforts to collect such sum. If suit is required for collection or to enforce the terms of a contractual agreement, the Telecommunications Division shall also be entitled to recover all costs of collection, including reasonable attorneys' fees.

Section 17. Uniform Application. These terms and conditions apply uniformly to all Customers regardless of whether the Customer's property is located inside or outside the corporate boundaries of the City of Lebanon.

I hereby certify that Ordinance 2026-24 was delivered to the Mayor of Lebanon on the 10
day of August, 2026, at 7 : 30 p m.


Tonya Thayer, Clerk-Treasurer

I hereby APPROVE ORDINANCE 2026-24
this 11th day of August, 2026.


Matthew T. Gentry, Mayor

I hereby VETO ORDINANCE 2026-24
this ___ day of _____, 2026.

Matthew T. Gentry, Mayor