

HARRISONBURG ELECTRIC COMMISSION SCHEDULE OF RULES AND REGULATIONS

The following Schedule of Rules and Regulations will apply to all purchasers of electric service, hereinafter called the “CUSTOMER” from the Harrisonburg Electric Commission, Harrisonburg, Virginia, hereinafter called the “DISTRIBUTOR”.

1. **APPLICATION FOR SERVICE:** Every applicant for electric service may, at Distributor’s option, be required to sign Distributor’s standard form of application for service or contract before service or contract before service is supplied by Distributor. Whether or not written application or contract is executed, the Customer, by accepting the electricity, agrees to be bound by the applicable schedule of rates and these terms and conditions as from time to time in effect.
2. **DEPOSIT:** A deposit of guarantee not exceeding twice the amount of the Distributor’s estimate of the Customer’s average monthly bill may be required before service is supplied. Commercial accounts may supply an audited financial statement, bank letter of credit or a surety bond in lieu of a cash deposit. A cash deposit may be waived if the residential customer can provide an acceptable credit reference from another electric utility. Distributor may also at any time require an increase in the deposit of guarantee as reflected by the actual average monthly bill over any three month period or it may also require a deposit of guarantee not exceeding twice the amount of the Customer’s average monthly bill after service has commenced if Distributor at its option deems such a deposit necessary. Distributor may also at its option require Customer to pay to Distributor a deposit not exceeding twice the amount of the Customer’s bill for service, and the failure by Customer to pay such deposit within ten (10) days after receipt of request to do so shall be deemed to be a default by Customer in its obligation for payment, and Distributor may refuse further service to Customer for such failure. Distributor may, at its option, return deposit to residential Customer’s after one (1) year and to commercial Customers after two (2) years. Upon termination of such service, deposit may be applied by Distributor against any unpaid bill of Customer, and any balance shall be refunded to the Customer. Any such balance remaining unclaimed by customer, whose address is unknown for a period of three (3) years after discontinuance of service, shall become the property of the Distributor. Upon refund of any cash deposit made to Distributor on or after January 1, 1981, and held in excess on ninety (90) days, interest will be added at the annual prevailing passbook savings rate paid by the local banks, applied to the total period the deposit is held. A deposit of guarantee shall not be transferable by customer to any other person or legal entity without written permission of Distributor.
3. **POINT OF DELIVERY:** The point where Distributor’s conductors for supplying electricity are connected to the Customer’s conductors for receiving the electricity shall constitute the point of delivery. Distributor shall designate the place on Customer’s premises where the point of delivery shall take place and Customer shall be responsible for the installation and maintenance of all wiring and equipment beyond said point. All services installed shall be overhead services unless Distributor otherwise provides.
4. **CUSTOMER’S WIRING-STANDARDS:** All wiring and installations of Customer must conform to Distributor’s standards and requirements and to accepted modern standards, as exemplified by the requirements of the National Electric Safety Code, and the National Electric Code. All wiring and installations must also comply with all applicable ordinances of the City of Harrisonburg.
5. **INSPECTIONS:** Distributor shall have the right, but shall not be obligated to inspect any installation before electricity is introduced or at any time thereafter, and reserves the right to reject any wiring or appliances not in accordance with Distributor’s standards; but such inspection or failure to inspect or reject shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring or appliances or from violation of Distributor’s rules, or from accidents occurring upon Customer premises. Receipt of an inspection cut-in card is necessary before electricity is connected.
6. **UNDERGROUND SERVICE LINES:** The Distributor will provide underground service under the provision set forth in Schedule 11-A, Schedule of Services, which is incorporated herein and made a part hereof by reference.
7. **INSTALLATION AND RESPONSIBILITY FOR DISTRIBUTOR’S PROPERTY:** The Distributor shall have the right to install any poles, lines, transformers or any other equipment on the property occupied by the Customer which in its judgment are necessary in supplying electricity to the Customer. All meters, service connections, and other equipment furnished by Distributor shall be and remain the property of the Distributor. Customer shall provide necessary space for, and exercise proper care to protect the property of the Distributor on his premises; and in the event of loss or damage to Distributor’s property, arising from neglect of Customer, the cost of necessary repairs or replacements shall be paid by Customer. No wire, lights, sign or apparatus of any description shall be attached to the poles or other equipment owned by the Distributor without the written consent of the Distributor.
8. **RIGHT TO ACCESS:** Distributor’s identified employees shall be allowed access to Customer’s premises at all reasonable times for the purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to Distributor and for any other purposes in connection with the electric service; and the Distributor shall have the right to discontinue the supply of electricity without notice if such access at any time is not provided.

9. **BILLING AND PAYMENT:** All bills will be rendered monthly and are due when rendered. If not paid on or before the past due date shown on the bill, a 5% delayed payment charge may be added. Also, Distributor shall be entitled to a reasonable attorney's fee upon all customer bills which are placed in the hand of any attorney for collection by the Distributor, and said attorney's fees shall become a part of Customer's bill owed to Distributor. If payment of bill is received after past due date and the delayed payment charge is not included in payment, the delayed payment charge may be included in the next month's bill. Waiver of delayed payment charge can only be made by the Distributor and will be considered only upon written explanation of reason of the request. Should bills not be paid on or before the past due date, the Distributor may at any time thereafter, upon ten (10) days' written notice to Customer, discontinue service. Such notice may be given by first class mail, postage prepaid to Customer's last known billing address and shall be deemed delivered upon the date of mailing or by delivery thereof to the Customer in person, or to a member of his family, or to one of his employees, or by posting the same in a conspicuous place on the Customer's premises. Bill shall be computed according to the Customer's classification as set for the in the applicable Schedule of Rates and Charges, which is incorporated herein by reference. Should the final date of payment of the bill fall on a Saturday, Sunday or Holiday, the business day next following the final date will be held as a day of grace for delivery of payment. All bills shall be paid at the office of the Distributor or at such other offices designated. Failure to receive bill or any dispute arising over the bill will not release Customer from payment obligation.
10. **DISCONTINUANCE OF SERVICE BY DISTRIBUTOR:** If Customer violates or has previously violated any of Distributor's Rules and Regulations, provisions of the Schedule of Rates and Charges, the application of Customer or any contract with Customer, Distributor shall have the following rights: (a) refuse to connect Customer; (b) discontinue services to Customer; (c) take all other legal or equitable action as may be provided by law. In the event Customer commits a theft of current or uses current theft devises on the premises of Customer, Distributor shall have all rights set forth above. The discontinuance of service for any cause shall not release Customer from his obligation for the payment of minimum bills as specified in the application of Customer for service or any contract between Distributor and Customer.
11. **RECONNECTION CHARGE:** Whenever service has been discontinued by Distributor as provided above, or a trip made by Distributor to Customer's premises for this purpose, a charge of not less than Fifteen Dollars (\$15.00) shall be collected by the Distributor before service is restored.
12. **SERVICE CONNECTION CHARGES:** A service connection charge will be assessed as set forth in Schedule 11 of the Distributor's Schedule of Miscellaneous Charges, which is incorporated herein and made a part hereof by reference.
13. **RETURN CHECK:** A charge will be assessed for any check returned to the Distributor not paid by the bank. Insufficient funds at the time of an automatic payment draft will be treated the same as a returned check. This charge will be in addition to any other applicable Service Connection Charges and will be assessed as set forth in Schedule 11 of the Distributor's Schedule of Miscellaneous Charges which is incorporated herein and made a part hereof by reference.
14. **SERVICE CHARGES FOR TEMPORARY SERVICE:** Customers requiring service of a temporary nature may be required by the Distributor to pay all costs in advance for construction, connection and disconnection necessary to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, construction services and the like.
15. **UTILITY TAXES:** All applicable taxes assessed by any governmental agency, will be billed and collected by the Distributor in addition to the regular charges for electric service.
16. **FUEL ADJUSTMENT:** Each Kilowatt-hour used is subject to adjustment for charges in fuel costs, provided such fuel costs are charged to the Distributor by its supplier.
17. **POWER COST ADJUSTMENT:** From time to time, each Kilowatt-hour used could be subject to a power cost adjustment factor provided the Distributor has not settled wholesale rate increases or decreases with their power supplier. This charge will be incorporated into the fuel adjustment factor and will appear as Power Cost Adjustment on the Customer bill.
18. **INTERRUPTION OF SERVICE:** The Distributor will use reasonable diligence to provide a regular and uninterrupted supply of electricity, but in case the supply should be interrupted for any cause, the Distributor shall not be liable for damages resulting therefrom. If a landlord desires uninterrupted services when a tenant vacates his premises, it shall be the duty and responsibility of the landlord to notify the Distributor for each such occurrence, and the failure of the landlord to so notify the Distributor shall relieve the Distributor from any liability or damages resulting therefrom.
19. **VOLTAGE FLUCTUATIONS, INTERFERENCES OR CONDITIONS CAUSED BY CUTOMER:** Electric service, appliances, and apparatus shall not be used or maintained by any Customer in such a manner as to cause unusual voltage fluctuations, or interferences, or disturbances to Distributor's system or to any customers and the Distributor may require any Customer to correct such conditions at his own expense.

20. **ADDITIONAL LOAD:** The service connection, transformers, meters, and equipment supplied by Distributor for each Customer have definite capacity, and no additional to the equipment or load connected thereto will be allowed except by written consent of Distributor. Failure to give notice of additions or changes in load, and to obtain Distributor's written consent for same, shall render the Customer liable for any damage to any of Distributor's line or equipment caused by such additional or changed installation. Electrical Application Forms may be picked up at the Building Inspection Department at the City.
21. **STANDBY AND RESALE SERVICE:** All electric service (other than emergency service, standby service, or approved cogeneration facilities) used on the premises of Customer shall be supplied exclusively by Distributor, and the Customer shall not directly or indirectly sell, sublet, assign, or otherwise dispose of the electric service or any part thereof. Standby and breakdown service will be supplied only through negotiated contract. Where the Customer has installed emergency generating equipment, the Customer will install and maintain approved manual or automatic transfer switches so arranged that it is impossible to connect the Customer's generator directly or indirectly to the Distributor's system. Parallel and relay services will not be permitted except with regard to approved co-generation facilities. All co-generation facilities shall be subject to the rules and regulations of the Distributor applicable to such facilities.
22. **NON-STANDARD SERVICE, NOTICE OF TROUBLE:** The Customer shall pay the costs of any special installation necessary to meet his specific requirements for services at other than standard voltages, or for the supply of closer voltage regulations than required by standard practice. Customer shall notify Distributor immediately should the service be unsatisfactory for any reason or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, shall be confirmed in writing.
23. **SINGLE-VOLTAGE, SINGLE-POINT DELIVERY:** The Distributor will supply service through a single delivery and metering point and at a single voltage. Separate supply for the same Customer at other points of use, or of a different phase or voltage will be separately metered and billed.
24. **METER TEST-FAILURES:** Distributor will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. Distributor will make additional tests or inspections of its meters at the request of Customer. If such tests show that the meter is accurate with 2% slow or fast, no adjustment will be made in Customer's bill and the testing charge of Two Dollars (\$2.00) per meter will be paid by Customer. In case the test shows meter to be in excess of 2% slow or fast, an adjustment shall be made in the Customer's bill for a period not in excess of ninety (90) days prior to date of such test for an overcharge or undercharge resulting from meter error in excess of 2% slow or fast and costs of making tests shall be borne by Distributor. In the event of meter failure, the Customer's bill will be computed by Distributor on basis of Customer's previous bills, known loads, or other pertinent information. Such adjusted bill not to be retroactive for a period in excess of ninety (90) days.
25. **FILING AND POSTING:** A copy of these Rules and Regulations, together with a copy of Distributor's Schedule of Rates and Charges and all other schedules of Distributor shall be available for public inspection at the offices of Distributor.
26. **SCOPE:** This Schedule of Rules and Regulations, together with a copy of Distributor are a part of all contracts concerning the receiving of electric service from Distributor, and applied to all service received from Distributor whether the service is based upon contract, agreement, signed application, or otherwise.
27. **REVISION:** These Rules and Regulations and all applicable schedules of Distributor may be revised, amended, supplemented or otherwise changed by Distributor from time to time. Such changes, when effective, shall have the same force as the present Rules and Regulations and schedules.
28. **CONFLICT:** In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedules shall apply.

HARRISONBURG ELECTRIC COMMISSION
SCHEDULE 11--MISCELLANEOUS CHARGES

1. **APPLICABILITY:** This schedule is applicable to all customers receiving and applying for electric service from the distributor. Each customer or applicant shall be assessed the following deposits, connection charges, fees, etc as set forth herein, according to their classification within the various schedules of rates and charges.
2. **DEPOSITS:** A deposit not exceeding twice the amount of the customer's estimated monthly bill will be required as set forth in the Distributor's Schedule of Rules and Regulations. Commercial accounts may supply an audited financial statement, bank letter of credit or a surety bond in lieu of a cash deposit. A cash deposit may be waived if the residential customer can provide an acceptable credit reference from another electric utility.
3. **SERVICE CONNECTION CHARGES:** A service connection charge for the connection of or turning on electric service shall be assessed each new customer or account according to their classification in the various schedules of rates and charges. Such charges shall be included in the first monthly bill after the service is rendered. Charges shall be as follows:
 - a. Residential: \$10.00
 - b. General Service: \$10.00
 - c. Large General Service: \$10.00
 - d. Industrial: \$10.00
 - e. Temporary Service: \$10.00
 - f. From 3:00PM to 5:00PM \$15.00
 - g. From 5:00PM to 8:00PM, Holidays and Weekends \$30.00
4. **RECONNECTION CHARGES:** Whenever service has been disconnected by the Distributor as set forth in Item 11 of the Distributor's Schedule of Rules and Regulations, a charge of not less than \$15.00 shall be collected by the Distributor before service is restored.
5. **RETURN CHECK:** A charge of not less than \$20.00 will be made for any check returned to the Distributor not paid by the bank. Insufficient funds at the time of an automatic payment draft will be treated the same as a returned check. This charge will be in addition to any other applicable Service Connection Charges.
6. **NON-STANDARD SERVICE:** The Customer shall pay the cost of any special installation necessary to meet his particular requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard policies.
7. **METER TEST-FAILURES:** Distributor will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. Distributor will make additional tests or inspections of its meters at the request of Customer. If such tests show that the meter is accurate within 2%, slow or fast, no adjustment will be made in Customer's bill and the testing charge of two dollars (\$2.00) per meter shall be paid by Customer. In case the test shows meter to be in excess of 2% fast or slow, an adjustment shall be made in the Customer's bill over a period of not over ninety (90) days prior to date of such test, and cost of making test shall be borne by Distributor. In the event of meter failure, the Customer's bill will be computed by Distributor on basis of Customer's previous bills, known loads, or other pertinent information.
8. **STANDBY, BREAKDOWN, RELAY AND PARRALLEL SERVICE:** Standby or Breakdown service will be supplied to any customer generating electricity for his own use, for a minimum charge of \$4.10 per KVA per month for the installed generator KVA or transformer KVA, whichever is higher, but not less than \$410.00 per month, contracted on a 12 month basis. Energy used in any month will be billed on the applicable schedule in addition to the standby charge. Relay or Parallel operation will not be permitted. The standby customer shall install and maintain approved manual or automatic transfer switches so arranged that it is impossible to connect the customer's generator directly or indirectly to the Distributor's system.
9. **TEMPORARY SERVICE CHARGES:** Temporary electric service will be supplied under Schedule six, seven, fourteen, fifteen or twenty-five, whichever may be applicable, provided the Customer pays either:
 - a. The total cost of labor used in providing the temporary service plus 10% service charge; or at the option of the Distributor.
 - b. A flat charge of \$10.00 for connecting the service when the temporary service is of the same voltage, phase, and location as will be required for the permanent service.Application for temporary service and a deposit sufficient to cover the full amount of "A" or "B" service plus amount of estimated bill will be required when application for service is made.