



Town of Bedford, Virginia

**Utility Service Procedures
and**

Terms and Conditions of Service

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Customer Accounts Office

The Finance Department/Treasurer's Office is located at 215 E. Main Street, Bedford, VA 24523 and is the primary contact for utility customers for service initiations, transfers, payment issues, and terminations. Office hours are 8:30 a.m. to 4:30 p.m. Monday – Friday. Calls for utility billing should be directed to (540) 587-6047 and calls for payment questions should be directed to (540) 587-6057.

Outages can be reported by calling (540) 258-4057 or online at www.bedfordpoweroutage.com.

Application for Service

Each applicant for utility service is required to sign a contract on a form provided by the Town and, upon request, will be required to furnish the following information:

1. Name of applicant.
2. Proof of applicant's identification, such as a valid driver's license, other valid government-issued picture I.D., or Federal Employer Identification Number (FEIN) or Tax Identification Number (TIN) and proof of registration to conduct business in Virginia.
3. Location of premises to be served.
4. Lease or other proof of residence/ownership of the location (changed, modified, and/or altered lease will not be accepted). Any one tenant who is listed and has signed the lease can initiate service if authorized to do so by the lease or written permission of the property owner.
5. Telephone number of the location to be served or where the applicant can be reached.
6. Date applicant wants service to start.
7. For a new service location, the purpose for which service is to be used.
8. Applicant's mailing address.
9. Social Security Number or Tax ID Number.
10. Such other information as the Town may reasonably require.

This information is to be recorded on the contract at the time the service application is made and signed by the customer applicant.

A customer search will be made of Town Electric accounts using name, social security number, and/or driver's license number before services are established for any customer. The Fair Credit Reporting Act (FCRA), as amended by the Fair and Accurate Credit Transaction Act (FACTA), and the Virginia Data Collection and Dissemination Practices Act (GDGCPA) require, all organizations that extend credit to consumers, including the Town, to identify, mitigate and prevent identity theft and fraud. The Red Flag rules require all creditors, including the Town, to implement an effective identity theft and/or fraud prevention program.

The Town will not extend service to, or for the benefit of, persons who are in arrears to the Town for current and/or previous electric services. Customers with unpaid past due balances on any previous accounts must pay any balances, including applicable penalties and other late fees assessed on the account in full before new service initiation. Current balances or current final bills may be transferred to the customer's new account and payable according to the original

billed due date, unless the debt is greater than five years. A written application is required for each point of delivery.

A copy of the Rate Schedules and this policy will be posted on the Town website and be available to all customers upon request.

Account Name Changes and Termination of Service Requests

Service terminations can be accomplished by filling out the required form either in the office of the Town Finance Director/Treasurer or obtained through the Town's website at www.bedfordva.gov. Should a spouse or other family member of the account holder wish to terminate services and put them in his/her name, and the account holder is not available due to death, divorce, legal separation, or other circumstance, authoritative documentation must be presented to the Finance Department/Treasurer's Office before the request can be honored. The account must be current before the name transfer will be approved and processed. Based on the payment history of the account, and/or the payment history of the person transferring service, a deposit may be required before the transfer is completed.

Deposits

A deposit, or suitable guarantee, not to exceed the equivalent of the customer's estimated bill for two (2) months usage, calculated on a rolling 12-month average basis, as security for the payment of bills, may be required of the customer at any time or from time to time before or after service is commenced. The Town of Bedford will pay simple interest on deposits held longer than ninety (90) days with said interest accruing from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to affect the refund. The interest rate to be paid on customer deposits will be determined annually in January and will equal the average of the percentage annual yields of one-year Treasury bills (auction) average – issue date for October, November, and December of the preceding year. At the option of each customer making a security deposit, the Town will annually either make direct payment to the customer of all accrued interest, or will credit same to the customer's account.

Residential customers' deposits will be refunded after one year upon request provided the customer has made all payments on time and otherwise established satisfactory credit during that period. The Town will not be required to supply service if the deposit conditions are not met or if an appropriate deposit is not paid as required.

The Town shall have a reasonable time in which to read and remove the meters and to ascertain that the obligations of the customer have been fully performed before being required to return any deposits. Retention by the Town prior to final settlement of any deposit or guarantee, shall not be deemed a payment or part payment of any bill for service.

Payments

Meters will be read monthly, except that readings may be estimated on occasion as necessary. All initial and final bills will be based on actual meter readings, although the Town reserves the right to estimate these bills should the meter be broken or unable to provide an accurate reading.

Bills will be rendered by the Town to the customer monthly in accordance with the applicable rate schedule, with the following exceptions:

Year-round residential customers who have not incurred delinquent fees or administrative fees within the previous 12 months shall have the option of paying bills under the Town's equal payment plan (Budget Plan), whereby the total service for the succeeding 12-month period is estimated in advance, and bills are rendered monthly on the basis of one-eleventh of the 12-month estimate. The Town may at any time during the 12-month period, adjust the estimate so made, and the bills rendered in accordance with such estimate, to conform more nearly with the actual charges for service being experienced. The normal equal payment period will be 12 months, commencing in any month selected by the Town, but in cases where billing is commenced during a month which leaves less than 12 months until the beginning of the next normal equal payment period to which the customer is assigned, payments shall be calculated on the basis of the months in such period.

In case the actual charges for the service used during any equal payment period exceeds the bills as rendered on the equal payment plan, the amount of such excess shall be paid by the customer on or before the due date of the bill covering the last month of the equal payment period in which such excess appears. In case the actual charges for the service used during the equal payment period is less than the amount paid under the equal payment plan during such period, the amount of such overpayment shall, at the option of the Town, either be refunded to the customer or credited on the customer's last bill for the period.

If a customer fails to pay bills as rendered on the equal payment plan, the Town shall have the right to withdraw the plan with respect to such customer and to restore the customer billing as provided for in the applicable rate schedules, in addition to any other rights which the Town may have under such schedules in case of arrearage in the payment of bills. All bills are payable at the Finance Director/Treasurer's Office within the time limits specified on the bill. The word "month" as used herein and in the schedules is hereby defined to be the elapsed time between two successive meter readings approximately thirty (30) days apart. In the event of the stoppage of or the failure of any meter to register the full amount of energy consumed, the customer will be billed for such period on an estimated consumption based upon his or her usage of energy in a similar period of like use.

Where indicated on the applicable tariff schedule, a delayed payment charge will be applied to any outstanding account balances not received by the Town by the date indicated in the payment provision of the applicable tariff schedule.

The customer will be charged a service charge, which is included in the Town's adopted fee schedule, for every check received by the Town and returned by a bank for insufficient funds or closed account.

Bank Draft (ACH) Plan

The Bank Draft (ACH) Plan is a convenience that allows customers to draft payments from their bank or other financial institution checking account to pay the utility bill. A customer may fill out a written agreement and provide a voided check to be placed on the plan. At the customer's

request, an ACH authorization agreement can be mailed or emailed. The agreement must be completely filled out and contain a voided check displaying the routing and checking account numbers. Customers will continue to receive monthly statements showing detailed consumptions and actual charges, as well as the amount to be drafted from the customer's bank/financial institution account. Customers using this service should notify the Finance Department/Treasurer's Office as soon as possible for any bank account changes so that draft information can be updated to avoid any returned ACH payments.

Meter Accuracy and Tests

The performance of a watt-hour meter is considered to be acceptable when the percent registration is not more than 102%, nor less than 98%, based upon the simple average of light load and heavy load.

The performance of a demand meter or register shall be acceptable when the error in registration does not exceed 4% in terms of full-scale value when tested at any point between 25% and 100% full scale value.

Whenever watt-hour meters are being tested for accuracy and found to be registering outside 1% on either light or heavy load or outside 2% on lag, the percentage registration of the meter shall be adjusted to within these limits of error or the meter shall be discarded.

Whenever demand meters or registers are being tested for accuracy and found to be registering outside $\pm 4\%$ of full-scale value, the demand meter or register shall be adjusted to within $\pm 2\%$ of full-scale value or the meter shall be discarded.

The Town shall make a test of the accuracy of any electric meter upon request, without charge, once every two years. For tests more frequent than biennially, the customer will be required to make a deposit with the Town prior to the test based on the applicable meter type in the adopted rate schedule. The deposit shall be refunded only if the percentage registration of the meter exceeds 102%.

Whenever a meter is found, upon periodic request or complaint test, to have an average error to registration of more than 2% fast, the Town will follow the adjustment process for errors in meter readings below.

Adjustment Process for Errors in Meter Readings

If it is found that the Town has charged, demanded, collected or received from any customer a greater or lesser compensation for any service rendered or to be rendered by the Town than that prescribed in the applicable schedules, or if it is found that any customer has received or accepted any electrical service from the Town for a compensation greater or lesser than that prescribed in such schedules, or if a billing error has resulted in a greater or lesser charge than that incurred by the customer for the actual service rendered, then the method of adjustment for such overcharge or undercharge is as follows:

- (1) If the Town has inadvertently overcharged a customer as a result of a misapplied schedule, an error in the reading of the meter, a skipped meter reading, or any other

human, machine, or meter error, the Town will, at the customer's option, refund the excess amount paid by that customer or credit the amount billed as follows:

- a. If the interval during which the customer was overcharged can be determined, then the Town will credit or refund the excess amount charged during that entire interval, provided that the applicable statute of limitations shall not be exceeded.
 - b. If the interval during which the customer was overcharged cannot be determined, then the Town will credit or refund the excess amount charged during the 12-month period preceding the date when the billing error was discovered.
 - c. If the actual consumption and/or demand incurred by that customer during the billing periods subject to adjustment cannot be determined, then the credit shall be based on an appropriate estimated usage and/or demand.
 - d. If an overcharged customer owes a past due balance for the same type of service on which an overcharge occurred, the Town may, at its option, deduct the past due amount from any credit.
- (2) If the Town has undercharged any customer as the consequence of a fraudulent or willfully misleading action on that customer's part, or any such action by any person other than the employees or agents of the Town, such as tampering with or bypassing the meter where it is evident that such tampering or bypassing occurred during the residency of that customer, or if it is evident that a customer has knowledge of being undercharged without notifying the Town, the Town will recover the deficit amount as follows:
- a. If the interval during which the customer was undercharged can be determined, then the Town will collect the deficient amount incurred during that entire interval, provided that the applicable statute of limitations is not exceeded.
 - b. If the interval during which a customer was undercharged cannot be determined, then the Town will collect the deficient amount incurred during the six months period preceding the date when the billing error was discovered by the Town. For a customer having an electric demand of 50 KW or greater, the maximum period shall be 12 months.
 - c. If the service consumption and/or electric demand incurred by that customer during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated consumption and/or electric demand.
 - d. The customer shall be allowed to pay the deficient amount, in equal installments in addition to the regular monthly bills, over the same number of billing periods which occurred during the interval the customer was subject to pay the deficient amount.
 - e. Per Town Code Section 58-30, all repairs and replacement of meters, made necessary by the carelessness or interference of patrons, shall be made by the Town at the expense of the patron so offending, and the cost of the replacement will be collected as electric bills are collected.

- (3) If the Town has undercharged any customer as the result of a misapplied schedule, an error in the reading of the meter, a skipped meter reading, or any other human, machine, or meter error, except as provided in (2) above, then the Town will recover the deficient amount as provided by the following:
- a. If the interval during which a customer was undercharged can be determined, then the Town will collect the deficient amount incurred during the entire interval up to a maximum period of six months. For a customer having a demand of 50 kW or greater, the maximum period shall be 12 months.
 - b. If the interval during which the customer was undercharged cannot be determined, then the Town will collect the deficient amount incurred during the 12-month period preceding the date when the billing error was discovered by the Town.
 - c. If the consumption and/or demand incurred by that customer during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated consumption and/or demand.
 - d. The customer shall be allowed to pay the deficient amount, in equal installments in addition to the regular monthly bills, over the same number of billing periods which occurred during the interval the customer was subject to pay the deficient amount.
- (4) This rule is not intended to prohibit equal payment plans, wherein the charge for each billing period is the estimated total annual bill divided by the number of billing periods prescribed by the plan. However, the incorrect billing under equal payment plans shall be subject to this rule.
- (5) This rule shall not be construed as to prohibit the estimation of a customer's consumption for billing purposes when it is not feasible to read the customer's meter on a particular occasion.
- (6) If the meter error is found upon test to be not more than 2% fast or slow, the utility shall not be required to make a billing adjustment under (1) above or allowed to make a billing adjustment under (3) above.

Account Balances/Transfers

Any current balances, as well as a current final bill amount, may be transferred to the new account and due as originally billed. If a delinquent final account balance is discovered after the customer has obtained new service, the Town may transfer the delinquent balance of the final account to the customer's new active account. Any deposit on the current account may be transferred to deposit receivables on the new account. Additional deposit may be assessed on the new account depending on the amount of the deposit required for the new location. The deposit will be applied to any outstanding balance on a final billed account, and the credit balance, if any, refunded to the customer, or transferred to the customer's other active or inactive account.

Customers Needing Payment Assistance

The Town of Bedford does not waive or extend time for utility payments. If a customer should experience a severe, unique circumstance that will prevent payment of the current utility bill by the disconnect date, the customer must contact the Town Finance Department/Treasurer's Office within 15 days after the bill due date to request consideration for a payment plan arrangement. Payment arrangements will be considered only for the current billed amount.

An account will not be eligible for a payment arrangement plan if the account has incurred delinquent payment fees or administrative fees prior to the most current bill, returned check fees or having services disconnected for non-payment within the last 12 months.

The customer will be required to complete a "Payment Arrangement Agreement" form provided by the Town. This form is available in the Town Finance Department/Treasurer's Office located at 215 E. Main Street, Bedford, VA 24523, and may be provided by email or fax upon request. The customer will have no more than five days from the request date to complete the form and return it to the Town Finance Department/Treasurer's Office. The request will be reviewed and the customer will be contacted within five days advising for terms of approval or reason for denial. Approval of any payment extension for a unique circumstance is at the sole discretion of the Finance Director.

The Department of Social Services, a department of Bedford County, administers limited heating and cooling assistance programs for eligible low-income parents of young children, elderly, and disabled residents. These programs are offered through the Virginia Department of Social Services. Information regarding Energy Assistance (EA) can be located at <https://www.dss.virginia.gov/benefit/ea/index.cgi>.

In addition, there are several nonprofit organizations and churches who aid community members experiencing financial difficulties. Please contact the Finance Department/ Treasurer's Office for an updated list of participating organizations.

Service Disconnections for Non-Payment

Residential customers must pay the bill by the printed due date to avoid penalties. Payments made before or by the bill due date will either establish or maintain a good payment record. To avoid penalties, full payment of the billed amount must be received by the Treasurer's Office by 4:30 p.m. on the due date, unless such day is a Saturday, Sunday, or municipal holiday, in which case, payment must be received by 4:30 p.m. on the following business day. If payment is not received by 4:30 p.m. on the bill due date, then a penalty of 3% or \$5.00, whichever is more, will be applied to the account.

For purposes of the overdue collections process, "current bill" is defined as the most recently rendered bill that has a future bill due date. "Bill in arrears" is defined as an outstanding bill that is past the due date of the bill. "Delinquent bill" is defined as a bill that is more than 30 days past the due date of the bill.

Balances remaining unpaid 45 days after the original due date are subject to the overdue collections process including but not limited to, assessed penalties, past due and delinquent notices, assessed delinquent payment fees and disconnection of services for nonpayment.

If the delinquent account is not paid by 4:30 p.m. on the 45th day after the original bill due date, a reconnection fee will be assessed and services may be disconnected the next work day, subject to the procedures set forth below. The customer must pay the delinquent portion of the account, including any assessed penalties and reconnection fees of \$50 before services are restored.

Per State Code § 15.2-2121.3(D), if the residential customer participated in the Home Energy Assistance Program through the Department of Social Services in the last 12 months, the customer is eligible to have service restored for a deposit of no more than 25%. This provision only applies once every three years.

Weather extremes will be considered prior to the issuance of disconnect orders. Disconnects will not occur on days when the National Weather Service report for Bedford projects temperatures lower than 32 degrees or higher than 92 degrees within the 24 hours following the scheduled disconnection. Once temperature projections are within the designated temperatures for 24 hours, disconnect orders will be issued without further notification to the customer. No action will be taken to disconnect a service for non-payment on Fridays, weekends, state/municipal holidays, or the day immediately preceding a state/municipal holiday.

A returned check that was rendered to restore disconnected services will result in immediate disconnection of services. Returned checks may result in the account status designated as “cash only,” and may be subject to a deposit or an additional deposit being assessed.

If delinquency remains unpaid 7 days after disconnection of electric service, the account will be moved from active status to final status, and the customer must re-apply to obtain services. Exceptions for the re-application process for medical reasons may be approved by the Finance Director on a case-by-case basis.

Reconnections will be performed by the Town in a timely manner, during regular working hours for field personnel ending at 3:30 p.m., after full payment of the delinquent balance has been made. Reconnections paid after 3:30 p.m. until the closure of the Finance Department/Treasurer’s Office which require same day service will incur an additional \$50 charge. The reconnection schedule will be managed in a manner to assure speedy restoration of service while making the most efficient use of available personnel and equipment.

Final Account Reconciliations

Customers with unpaid balances on previous inactive accounts must pay any outstanding balances, including applicable penalties and other late fees assessed, before new service initiation. Customers must pay any past due balances on an active account before service initiation at another location. Current and final bill balances, including applicable deposit and interest, may be transferred to the customer’s new account and payable according to the original bill due date.

Outstanding balances on active accounts, including applicable penalties and other late fees not transferred through the normal service transfer process, may be transferred to the customer's active account and payable according to the original due date.

Customers with credit balances on final accounts will be refunded within 30 days of the final bill due date. Checks are made payable to the account holder of record and mailed to the address provided at the time of termination or the address of record on the account.

In lieu of refund, credit balances may be transferred to an active account. Credit balances of \$1.00 or more will be refunded.

Outstanding balances on an account with no other active account for transfer will be submitted towards the collections process. The customer will be responsible for any additional fees related to collections.

Bill Inserts and Flyers

The Town of Bedford does not allow outside agencies to include bill inserts or flyers with the utility bill. The Town may include bill inserts or flyers for its own department use only.

Inspection

It is in the interest of the customer to properly install and maintain his or her wiring and electrical equipment, and the customer shall at all times be responsible for the character and condition thereof. The Town is not required to inspect such wiring or electrical equipment, and in no event shall the Town be responsible therefor or liable for any damages to person or property caused by such wiring or equipment.

Where a customer's premises are located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Town may withhold furnishing service to new installations until it has received notification from the appropriate governmental official that the inspection laws or ordinances have been complied with.

Service Connections

The Town will, when requested to furnish service, designate the location of its service connection. The customer's wiring shall, except for those cases listed below, be brought outside the building wall nearest the Town's service wires so as to be readily accessible thereto. When service is from an overhead system, the customer's wiring shall extend at least 18 inches beyond the building.

All inside wiring shall be grounded in accordance with the requirements of the National Electrical Code or the requirements of any local inspection service authorized by a state or local authority.

When a customer desires that energy be delivered at a point or in a manner other than that designated by the Town, the customer shall pay the additional cost thereof.

The Town shall provide underground distribution and/or underground services to individual customers, to groups of customers, or to real estate developers in accordance with the Underground Installation Plan. Copies of the Underground Installation Plan are available at the Electric Department office.

Whenever service (other than temporary service) is initiated to any customer at any particular location, or resumed after discontinuance at the request of the customer, a service charge of \$10.00 will be made. If a field trip is required or requested to connect the service, a connection charge of \$25.00 will be made.

Relocation of Town Facilities at Customer's Request

Whenever, at the customer's request, the Town's facilities located on the customer's premises are relocated to suit the convenience of the customer, the customer shall reimburse the Town for the entire cost incurred in making such relocation.

Liability

The Town shall use reasonable diligence in attempting to furnish a regular and uninterrupted supply of energy, but the Town does not guarantee uninterrupted service. The Town shall not be liable for damages for injury to person or property in the event such supply is interrupted or fails by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, breakdowns or injury to machinery, transmission lines, distribution lines or other facilities of the Town, extraordinary repairs, or any other occurrence beyond the Town's control, or any act of the Town to interrupt service to any customer whenever such interruption is necessary to prevent or limit any instability or disturbance on the electric system of the Town of any electric system interconnected with the Town.

Unless otherwise provided in a contract between the Town and the customer, the point at which service is delivered by the Town to the customer, to be known as the "delivery point," shall be the point at which the customer's facilities are connected to the Town's facilities. The Town shall not be liable for any loss, injury or damage resulting from the customer's use of his or her equipment or use of the energy furnished by the Town beyond the delivery point.

The customer shall provide and maintain suitable protective devices on his or her equipment to prevent any loss, injury or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of energy. The Town shall not be liable for any loss, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by the use of such protective devices.

The Town shall provide and maintain the necessary line or service connections, transformers (when same are required by conditions of contract between the parties thereto), meters and other apparatus which may be required for the proper measurement of a protection of its service. All such apparatus shall be and remain the property of the Town.

Customer's Liability

In the event of loss or injury to the Town's property through misuse by, or negligence of, the customer, or the customer's agents and employees, shall be obligated for and shall pay to the Town the full cost of repairing or replacing such property.

The customer and its agents and employees shall not tamper with, interfere with or break the seals of meters or other equipment of the Town installed on the customer's premises, and the customer assumes all liability for the consequences thereof. The customer agrees that no one, except the agents and employees of the Town, shall be allowed to make any internal or external adjustments to any meter or other piece of apparatus which belongs to the Town.

The Town shall have the right at all reasonable hours to enter the premises of the customer for the purpose of installing, reading, removing, testing, repairing, replacing or otherwise disposing of its apparatus and property. The Town shall have the right to remove any or all of the Town's property in the event of termination of the customer's service for any reason.

Location and Maintenance of Town's Equipment

In order to provide service to the customer, the Town shall have the right to construct its poles, lines and circuits on the customer's property for the purpose of making such connection and to place its transformers and other apparatus on the property or within the buildings of the customer at a point or points convenient for such purpose. The customer shall provide suitable space for the installation of necessary measuring instruments so that such instruments will be protected from injury by the elements or through the negligence or deliberate acts of the customer, its agents and employees.

Use of Energy by the Customer

The tariff schedules for electric energy are classified by the character of use of such energy and are not available for service except as provided therein.

Where tariff schedules require written contractual arrangements, it shall be understood that upon the expiration of a contract, the customer may elect to renew the contract upon the same or another schedule published by the Town available and applicable to the customer's requirements: except that in no case shall the Town be required to maintain transmission, switching or transformation equipment (either for voltage or form of current change) different from or in addition to that generally furnished to other customers receiving electrical supply under the terms of the applicable schedule.

A customer may not change from one schedule to another for a period of one year except with the consent of the Town.

The service connections, transformers, meters and appliances supplied by the Town for each customer have a definite capacity and no additions by any customer other than residential

customers receiving service under Tariff Schedule R.S. to the equipment, or load connected thereto, shall be allowed, except with the consent of the Town.

The customer shall install only motors, apparatus or appliances which are suitable for operation in connection with the character of the service supplied by the Town and which shall not be detrimental to such service. The electric power shall not be used in such a manner as to cause unwarranted voltage fluctuations or disturbances in the Town's transmission and distribution system.

All apparatus used by the customer shall be designed, maintained and operated so as to secure the highest practicable commercial efficiency and power factor and the proper balancing of phases. Motors which are frequently started or which are arranged for automatic control shall be designed in a manner which gives maximum starting torque with minimum current flow, and shall be equipped with controlling devices approved by the Town. The customer shall notify the Town of any significant increase or decrease in the customer's connected load.

The customer shall not be permitted to operate his or her own generating equipment in parallel with the Town's service, except with the express written consent of the Town.

The resale of energy or master metering shall be permitted only with the express written consent of the Town.

Power Factor of Lighting Equipment

When neon, fluorescent, or other types of lighting equipment having similar power factor characteristics are installed, the customer shall furnish, install and maintain, at his or her own expense, corrective apparatus designed to increase the power factor of the individual units or the equipment, including signs, is moved to a new location, for purposes of this paragraph a new installation of the equipment shall be deemed to have occurred.

Voltage

The Town shall endeavor to supply voltages within the ANSI C84.1-1995 standard.

The Town shall not be responsible for variations in voltage in excess of those specified above arising from causes beyond the control of the Town.

Domestic Service

Individual residences shall be served individually under Schedule R.S. (Residential Electric Service). The customer may not take service for two or more separate residences through a single point of delivery under Schedule R.S., even if the customer owns all of such residences. An apartment owner shall provide separate wiring for each apartment so that the Town may supply each such apartment separately under Schedule R.S.

Except in the case of certain home occupations as defined hereinafter, Schedule R.S. shall cease to apply to that portion of a residence which becomes regularly used for business, professional, institutional or any gainful purposes other than agricultural. Under these circumstances, the customer shall have the choice: (a) of separating the wiring so that the residential portion of the premises is served through a separate meter under Schedule R.S. and the other uses as enumerated above are served through a separate meter or meters under the appropriate general service Schedule, or (b) of taking the entire service under the appropriate general service Schedule. Single phase motors of 10 H.P., or less, may be serviced under Schedule R.S. Larger motors may be served when the existing service facilities of the Town are adequate.

Schedule R.S. shall apply to residences with “Home Occupations” which meet the following special requirements:

- a. The home occupation shall be operated by the members of the family residing on the premises and no article or service shall be sold or offered for sale except by members of the immediate family residing on the premises.
- b. The processing, servicing and storage involved in the home occupation shall be totally within the main building and shall not occupy more than twenty-five percent (25%) of the floor area within said building.
- c. The presence of the home occupation shall not change the outside appearance of the dwelling, nor shall any signs for the home occupation be permitted.

Detached buildings actually appurtenant to the customer’s residence, such as a garage, stable, or barn, may be served by an extension of the customer’s residential wiring through the residential meter.

Extension of Service

The Town will supply secondary voltage and meter service at one delivery point through overhead facilities of a kind and type of transmission or distribution line or substation equipment normally used by the Town. Whenever a customer requests the Town to supply electricity at a higher voltage or in a manner which requires equipment and facilities other than that which the Town would normally provide, then the customer will pay the Town a Contribution in Aid-of-Construction equal to the additional cost of all such additional facilities. The Town will provide up to one span of overhead single-phase line from an existing primary circuit to the delivery point free of charge (includes one pole, lines and equipment to serve a typical residential customer). After one span, the customer will reimburse all costs associated with each additional foot. This will include trucks, materials, and labor. In addition, the customer shall clear all right of way and secure all easements.

Unless the Town has reason to question the credit standing of the customer or customers requesting a service extension, the electrical facilities of the Town will be extended or expanded to supply electric service as described below. If the Town has reason to question the credit standing of the customer requesting the service extension, in addition to applying the following conditions, the Town may require that the customer give sufficient security to ensure that bills rendered for electric energy will be paid.

The Town will, for single phase service up to and including 25 kW estimated demand under Schedules S.W.S. and S.G.S. extend service not more than one span from existing secondary facilities of 300 volts or less where capacity is presently available, at no charge to the customer.

For service delivered under Schedules S.W.S., S.G.S., and L.G.S. and to multiple housing projects served under any of the Town's available tariff schedules up to demands of 500 kW, requiring new facilities not covered above, the Town will: provide secondary transformers and the cost equivalent of one overhead span as described above. All other costs will be assessed to the customer or the customer will be given the opportunity to trench and supply conduit for underground service at their cost. All remaining costs will be assessed to the customer.

For service to be rendered for demand levels higher than those specified above under Schedules S.W.S., L.G.S., and for projects with multiple housing units served under any of the Town's available tariff schedules, and for service rendered under Schedule L.C.P., the customer shall pay the incremental local connection cost to service unless otherwise offset by local funding sources such as those available from economic development agencies. Such charges may be adjusted by the Town Manager or Town Council.

If the Town has reason to question the financial stability of the customer requesting a service extension or the duration of the customer's electric service requirements, or if the customer's service requirements are seasonal or temporary, or if the customer's utilization equipment requires special facilities (for example, arc furnaces and spot welders), the Town may, at its option, in addition to imposing the above conditions, (a) require the customer to execute the Advance and Refund Line Extension Agreement; (b) require a Contribution in Aid-of-Construction; (c) require a long-term contract; and/or (d) require a special minimum charge or definite and written guarantee from the customer in addition to any minimum payment required by the applicable Schedule.

If at any time the financial condition of the Town is such that it cannot issue debt securities necessary to pay for the construction of new facilities, the Town may require from the customer a Contribution in Aid-of-Construction and/or execution by the customer of the Advance and Refund Line Extension Agreement to cover the total cost of tapping existing transmission or distribution lines and increasing existing station capacity and new facilities required to serve new or increased loads.

Outdoor Lighting

The Town will install a security light and pole on the customer's residential property for the fee in the adopted rate schedule, which is \$100 at the date of this policy adoption. Pole must be placed in an area that is accessible for equipment. Commercial and industrial areas, including schools and churches, are not eligible for the Town's installation service and must procure separate installation services. The monthly rate and terms are included in the Tariff Schedule O.L. A customer moving from a location with a contracted outdoor light will be relieved from the remaining contract payments providing the new customer is willing to assume responsibility for the remainder of the term.

Solar

The need for additional metering or modifications to existing metering will be reviewed on a case-by-case basis and shall be consistent with the Town's metering requirements. Customers are responsible for any incremental metering costs. The Town does not buy or bank excess energy. Customer's production may offset usage only. Battery storage for energy generated is strongly encouraged by the Town. Further information may be found in the Town's [Generator Interconnect Requirements Policy](#). A \$500 fee is required to process the application.

Claims for Damages

Claims against the Town for any damage should be filed in writing with the Town's Human Resources Department so that the Town may file the claim with the Town's insurance provider. A claim request may be emailed to hr@bedfordva.gov.

Dispute Hearings

An appeals process is available to address billing disputes. This procedure is available to address disputed billing amounts and/or the customer's rights to be served by the utility. The dispute hearing process is not available to address matters pertaining to the payment of deposits, penalties or other delinquent payment fees.

If a customer is not satisfied with the handling of a billing complaint by Town personnel, he or she may request a dispute hearing presided over by a Hearing Officer, a non-utility billing employee appointed by the Town Manager. The Hearing Officer is responsible for conducting dispute hearings in a fair, non-confrontational manner. Dispute hearings are scheduled at the customer's convenience during normal business hours, Monday through Friday, 8:30 a.m. – 4:30 p.m. in the conference room at the Town of Bedford Municipal Building located at 215 E. Main Street, Bedford, VA 24523.

A customer desiring a dispute hearing should forward the request to any Treasurer Clerk, Utility Billing Clerk, the Deputy Treasurer or the Utility Billing Supervisor. The employee receiving the request is then responsible for initiating hearing arrangements.

The customer's obligation to pay undisputed and subsequent charges continues pending resolution of the appeal. However, the disputed service charges only will not be subject to penalties or other delinquent fees or subject to service disconnect while a hearing/decision is pending.

Notice of the hearing and copies of pertinent information will be delivered to the customer, Hearing Officer, and participating Town employees at least one week prior to the scheduled hearing. The customer also has the right to examine the Town's records pertaining to the customer's service.

Town personnel involved in the dispute or designee will attend the dispute hearing. The customer has the right to have a representative at the hearing, to testify, and to present witnesses.

The Hearing Officer will render a decision in writing within 10 business days following the dispute hearing of the customer, outlining the course of action, if any, to resolve the matter. The decision of the Hearing Officer will be final. Any adjustments or other actions on behalf of the Town as recommended by the Hearing Officer will be completed as soon as possible after the decision letter is received.

Denial or Discontinuance of Service

Except as may be otherwise provided by law, the Town reserves the right to refuse to serve any applicant for service, or to discontinue to serve any customer after ten days' notice in writing, if the applicant customer is indebted to the Town for any service previously rendered at any location; provided, however, that no such notice shall be given where any emergency exists or where fraudulent use of electricity is detected. The Town may refuse to provide service to any applicant if in the Town's reasonable judgment, the applicant's installation of wiring or electrical energy consuming equipment is regarded as dangerous or creating a hazardous condition or of such condition that satisfactory service cannot be provided.

The Town reserves the right to discontinue to serve any customer should his location be unreachable due to the condition of roads, bridges or other infrastructure that will not permit the safe passage of service vehicles or for failure to provide and maintain adequate security for the payment of bills as requested by the Town, for failure to comply with these Terms and Conditions of Service or to prevent fraud upon the Town.

Any discontinuance of service shall not terminate the contract between the Town and the customer, nor shall it abrogate any minimum charge which may be effective.