

P7963

Effective September 1, 1922

West Virginia and Maryland Power Company

RULES AND REGULATIONS

All service furnished by means of electricity for light, heat and power purposes of every kind, shall be furnished only in accordance with and under the terms and conditions of the RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF ELECTRICITY of Producer and form of contract, and at the rates set forth in the schedules filed and adopted according to law, or any revised or additional Rules and Regulations, form of contract or schedule of rates Producer may hereafter so file and adopt and the receipt or acceptance by any person, partnership, corporation or association of any such electric service from Producer shall constitute an acceptance on the part of such person, partnership, corporation or association of all the terms and conditions set forth in such Rules and Regulations, form of contract and schedule of rates, or any such revised or additional Rules and Regulations, form of contract or schedule of rates as Producer may hereafter file and adopt according to law.

Rules and Regulations Governing the Distribution and Sale of Electricity

1. RULES AS PART OF CONTRACT:

The following rules and Regulations shall be a part of the contract between any Consumer and Producer as hereinafter defined, engaged in the business of generating, furnishing, distributing, and selling electricity.

DEFINITIONS

(a) Consumer:

Wherever the word "Consumer" shall appear herein, it shall be taken to mean any person, firm, corporation or municipality supplied by Producer.

(b) Producer:

Wherever the word "Producer" shall appear herein, it shall be taken to mean the company whose name appears on the title page hereon, or any of its subsidiaries or other corporations, or persons through which said company may furnish any electricity, engaged in the business of generating, furnishing, distributing, and selling electricity.

(c) Service Connection:

"Service Connection" is understood to mean each connection through which Producer furnishes any electric service to Consumer. For example, if Producer furnishes two connections to a motion picture theatre—one for its lights and the other for its picture machine, even though they are the same voltage and character of service and both made at the same place, they will be considered as two service connections; if Producer connects a coal mining operation at several points, for instance at a tipple, a shaft and a bore hole, each place will be considered a separate service connection, making a total of three service connections; or, if Producer furnishes to a Consumer two different classes of service, even though both are delivered at the same place, they will be considered as two separate service connections.

(d) Operation:

"Operation" is understood to mean a single enterprise conducted by a Consumer where all of said business is prosecuted as one unit.

2. APPLICATION FOR ELECTRICITY SUPPLY:

No electricity supply will be furnished except upon application by the owner, lessee, or duly authorized manager of the premises or operation, or their respective properly authorized agents as Consumer, which application shall be upon forms supplied by Producer and approval thereof endorsed thereon by Producer or its duly authorized agent.

3. INSPECTION OF PREMISES UPON RECEIPT OF APPLICATION:

Upon receipt of an application for service, Producer will ascertain the location of the premises or operation upon which service is requested as related to the location of Producer's lines, and if it is impossible to furnish service without an extension, the applicant will be notified and the terms upon which service can be rendered to him will be stated.

4. REGARDING WIRING OF NEW PREMISES OR OPERATIONS AND PURCHASING NEW EQUIPMENT:

Before wiring his premises or operation or purchasing any electrical equipment, Consumer shall in writing present to Producer a list of devices which are to be attached to Producer's lines, and giving the location of his buildings, or point at which service connection is desired, and Producer will advise the style, voltage and description of the current it will furnish.

Each service connection required by Consumer shall be considered as though it were a separate account insofar as calculating gross charge to Consumer. Not more than one service connection will be made for each operation, except when in the discretion of Producer benefits will be received by Producer from the diversity of Consumer's load, which will justify the cost to Producer of more than one connection, or where additional connections are required by reason of different classes of service, the laws of the State, or Rules of the National Board of Fire Underwriters.

5. LOCATION ON PREMISES OR OPERATION OF OUTLET FOR SERVICE WIRES:

Consumer is required to bring out his service wires at a point designated by Producer, which shall be at a location harmless to the public and convenient to the lines of Producer, and said wires must extend at least 18 inches outside the building. In the event that Consumer desires to bring his service wires out at some other point, Consumer shall pay to Producer the actual additional cost incurred by Producer in connecting its service wires with Consumer's outlet. If Consumer desires underground, conduit, or special connections he shall bear all additional expense in connection therewith, and shall bring such connection to a point and in a manner designated by Producer.

Included in the work to be done at expense of Consumer shall be all necessary switches, fuses, circuit breakers, and meter loops. Where service wires are to be led into any place or apparatus other than a building erected above ground level the wires will be extended at the expense of Producer to its last pole only.

6. ACCEPTED APPLICATION:

Accepted application for electricity to be supplied to any premises or operation shall constitute a license to the applicant to take and receive a supply of electricity for said premises or operation for the purposes specified in such application. If Consumer shall use, or knowingly permit to be taken or used, electricity from said premises or operation for any persons or purposes other than those specified in such application, such use shall be deemed wrongful and a violation of the contract, and Producer shall have the right to discontinue the supply of electricity to said premises or operation after due notice to Consumer, unless Consumer shall have first obtained the written permission of Producer to use the electricity in such manner not specified in the application.

7. CONSUMER TO PROVIDE SUITABLE PLACE FOR TRANSFORMERS, METERS, ETC., FURNISHED BY PRODUCER:

Consumer shall provide free of expense to Producer a suitable place for the transformer or transformers, and a properly housed location for the meter or meters or other appliances which Producer is required to furnish under its contract with Consumer, which location shall be approved by Producer, free from vibration and dampness, preferably not more than 8 feet above the floor, readily accessible so that the meter may be read and inspected without entering private portions of the premises, and shall provide the shortest possible meter loops and wiring to such meter locations.

8. OFFICIAL INSPECTION OF PRIVATE WIRING:

For the protection of Consumer it is recommended that all wiring should be inspected by an authorized official or competent electrical inspector before notifying Producer that Consumer is ready for service. Producer reserves the right to refuse service or to disconnect the service if Consumer's wiring or devices are not in accordance with good modern practice. This rule also applies to any alterations or additions to the wiring or devices on said premises.

WARNING

Producer shall not be liable for any defect in any wiring or devices on Consumer's premises or operation and Consumer assumes the responsibility for all accidents due to improper apparatus or wiring; Producer shall not, under any circumstances other than its negligence, be held liable for any damage resulting from the furnishing of service by Producer to Consumer.

Consumer shall have full responsibility for the efficiency and safety of Consumer's installation. Consumer is warned of the risk of damage to property and the possibility of fire or personal injury resulting from improper wiring, line construction, manner of attachment, use and maintenance of electrical appliances, fixtures or apparatus, and is advised to permit no one except experienced electricians to make any change, alteration, addition or repair to any part of Consumer's installation.

9. AUTHORIZED AGENTS OF PRODUCER TO HAVE FREE ACCESS TO PREMISES OR OPERATION AT REASONABLE HOURS:

Consumer shall grant or obtain, or cause to be granted or obtained, all permits (except street permits) and certificates necessary to give Producer's authorized agents or employees, who shall be identified by pass or other credentials provided by Producer, free access at all reasonable hours to the premises or operation of Consumer for the purpose of installing meters, reading, testing and removing same; replacing, removing or otherwise disposing of any of the property of Producer situated therein or thereon, or for such other purposes as may be proper in connection with the supplying of electricity by Producer.

10. CONSUMER RESPONSIBLE FOR DAMAGE TO PROPERTY OF PRODUCER THROUGH HIS NEGLIGENCE OR MISUSE THEREOF:

In the event of any loss or damage to the property of Producer caused or arising from the negligence of Consumer or other unauthorized parties, the cost of necessary repairs or replacement shall be paid by Consumer to Producer.

WARNING

All apparatus, equipment and appliances of Producer are for its sole use and operation and not for use and operation by Consumer.

Neither Consumer nor any of its officers, agents, employees or representatives shall in any way tamper or interfere with any apparatus, equipment or any other property of Producer, whether on Consumer's premises or not, and the provisions of this paragraph cannot be waived in any instance by any officer, agent or employee of Producer.

Producer may, but only upon specific authorization signed by its President, permit Consumer to operate and/or repair certain of its apparatus, equipment and appliances; such authorization will, however, be given only after Consumer has signed and delivered to Producer a release in form approved by Producer.

11. REFUNDS:

Whenever a meter in service is found, upon periodic, request, or complaint test to be more than two (2%) per cent. fast additional test shall at once be made and the average error of the meter determined by testing at two loads; one-tenth of the full rated capacity of the meter and full rated capacity of the meter. The average of these tests shall be deemed the condition of the meter.

Whenever a meter is found to have an average error in registration exceeding two (2%) per cent. as above defined, Producer shall refund to Consumer such a percentage of the amount of the bill for a period equal to one-half of the time elapsed since the last previous test, as the meter is found to be in error at the time of the test, but in no case to exceed three months; provided, however, that the State Public Service Commission may relieve Producer from this requirement in any particular case to any extent that the facts may appear justly to require.

Similarly, when a meter is found to be more than two (2%) per cent. slow by like test, Producer may make application to the said Commission for authority to render a bill to Consumer for electricity supplied, during a period equal to one-half of the time elapsed since the last previous test, not covered by bills previously rendered, but said application will be made only in cases of substantial importance, and will be accompanied by a statement of all the facts in the case.

12. DEPOSITS:

Producer may require from Consumer or an applicant for service a minimum cash deposit of two dollars and fifty cents (\$2.50) or other guaranty of an amount not to exceed the estimated 60-day bill of Consumer. Interest on all cash deposits at the rate of six (6%) per cent. per annum, payable annually or upon the return of the deposit, shall be paid by Producer to Consumer making such deposit, for the time such deposit was held by Producer. But one deposit shall be required from Consumer for each service connection.

If Consumer's maximum bill for service in any sixty (60) consecutive days exceeds the amount of the deposit of Consumer, Producer may, at any time, require an addition to the deposit to make it equal to the nearest amount in dollars to the maximum charge for service for such sixty (60) consecutive days' service.

Producer may, in lieu of requiring a deposit as herein provided, install a prepayment meter in a premises when conditions of service are such as to render the cost of collection of bills excessive, or when by reason of the location or character of the premises the collection of bills is uncertain or unduly difficult.

On or before the 10th day of January of every year Producer shall publish in some newspaper of general circulation in the county in which it operates and in which such deposits are made a list, as of the 31st day of December immediately preceding, showing the deposits it is holding where the person, firm or corporation making such deposits has ceased to be a consumer, the amount of such deposit, together with the interest due thereon, and the name of the maker of same. No interest shall be paid on any deposit so published after date of such publication.

13. REQUEST TEST OF METER:

Producer shall make a test of the accuracy of any electricity meter upon requests of Consumer provided Consumer does not request such test more frequently than once in twelve (12) months. If said

meter shall be found to register not more than two (2%) per cent. fast Consumer shall pay a fee of fifty (50) cents to Producer. A report giving the result of each request test shall be made to Consumer and to the Public Service Commission, and the complete original record shall be kept on file in the office of Producer for at least three years.

14. COMPLAINT TEST OF METER:

In conformity with the Public Service Commission's Rule No. 16, forming a part of the Rules and Regulations for the Government of Electric, Water and Gas Public Utilities adopted July 15, 1915, revised to February 1, 1916, Consumer may, upon formal written application to the Public Service Commission demand a test to be made upon Consumer's meter by an inspector of the Commission. A report giving the results of the test shall be made to Consumer and Producer and a complete record of the test shall be kept in the office of the Chief Inspector of the Commission. If the said meter shall be found to register not more than two (2%) per cent. fast the cost of such inspection shall be borne by Consumer, but if the meter shall be found to register incorrectly to Consumer's prejudice more than two (2%) per cent. the cost of such inspection shall be borne by Producer.

All inspections shall be made as soon as practicable after application therefor. The charges shall be those then in effect as fixed by the Commission and any Consumer will be furnished with a schedule of such prices upon application at the office of Producer or by reference to the said Rules and Regulations for the Government of Electric, Water and Gas Public Utilities on file in that part of the office of Producer open to the public.

If a test is required on any meter not included in such schedule of the Public Service Commission the Commission will establish the fee therefor on application. All meters, whenever possible, shall be tested at two loads: one-tenth of the full rated capacity of the meter and full rated capacity of the meter. The average of these tests shall be deemed the condition of the meter.

15. WHEN PRODUCER IS NOT LIABLE FOR DAMAGE BECAUSE OF INTERRUPTION OR FAILURE OF SERVICE:

Producer will use reasonable diligence in providing a regular and uninterrupted supply of current, but in case of cessation, deficiency, variation in voltage or any other failure or reversal of the supply of current caused by reason of accident, strike, legal process, Federal, State or Municipal interference, extraordinary repairs, or for any cause beyond the control of Producer, Producer shall not be held liable for damages because of such cessation, deficiency, variation in voltage, failure or reversal.

16. WRITTEN CONSENT OF PRODUCER REQUIRED BEFORE INSTALLATION OF ADDITIONAL EQUIPMENT OR LOAD BY CONSUMER:

The service connection, transformers, meters and appliances supplied by Producer for Consumer have a definite capacity and no additions to the equipment or load connected thereto will be allowed, except by the written consent of Producer.

17. PRODUCER NOT LIABLE FOR DAMAGE TO PERSONS OR PROPERTY NOT DUE TO NEGLIGENCE OF PRODUCER:

Producer shall not be liable in any case whatever, for damage or injury to persons or property arising out of, or directly or indirectly occasioned by, the supply or use of electric current, or by equipment furnished by Producer, unless due to negligence of Producer.

Producer will furnish service only with the understanding that Consumer has full knowledge of the dangerous character of electricity when improperly or carelessly used or applied and with the further understanding that Consumer will use the very highest degree of care in receiving and using electrical service, and in the selection and installation of Consumer's wiring and equipment.

18. DEFECTS IN SERVICE OR ACCIDENTS:

Consumer shall notify Producer promptly of any defects in service or accident to the electric supply.

19. PAYMENT OF BILLS:

All bills will be rendered and payable monthly at the office of Producer or at any designated branch collecting agency, within ten days of date. Failure to receive bill will not entitle Consumer to

discount. A bill shall be considered rendered on the date shown thereon, but in case of any dispute as to date of rendering the post mark shall control.

Bills for special, or short term service, including the cost of connecting and disconnecting, will be rendered at the discretion of Producer, and are payable on demand.

20. DISCOUNT ON BILL:

No discount for prompt payment of bills shall be allowed unless all previous bills have been paid in full and the current bill if paid within the discount period specified on the bill. When payment of bills is sent by United States mail the prompt payment discount will be allowed if it is evidenced by the post-mark that such payment was mailed on or previous to the last day of the discount period.

21. PAYMENT OF BILL NO WAIVER OF CONSUMER'S RIGHT OF RECOVERY:

In case of dispute over amount of bill, payment by Consumer is not a waiver of his right to recover.

22. SHUTTING OFF ELECTRICITY SUPPLY:

Producer reserves the right to discontinue service and remove its property from the premises of Consumer for any of the following reasons:

- (1) For repairs, alterations, or extensions.
- (2) For non-payment of any bills due as herein provided.
- (3) For fraudulent tampering with the meter or Producer's devices.
- (4) Removal of Consumer from the premises or operation.
- (5) For selling or delivering electricity to others without the written consent of Producer.
- (6) For failure to make or increase an advance payment or deposit on the lawful demand of Producer.
- (7) For leakage or waste of electricity from Consumer's wiring or defects in appliances which would be detrimental to Producer's service.
- (8) For failure to comply with these rules and regulations or for the violation of any of them.

23. OPERATION OF DEVICES DETRIMENTAL TO PRODUCER'S SERVICE:

Consumer shall not install and Producer shall not be required to furnish service for devices or apparatus the operation of which is detrimental to Producer's service. The operation of any apparatus which creates a condition which detracts from furnishing satisfactory service to the surrounding community shall be considered a form of misuse or abuse in violation of this rule and shall be remedied by Consumer upon request of Producer in such manner as will effectually eliminate such condition.

Producer reserves the right to specify the type and character of all electrical equipment and consuming devices which may be installed upon its system, especially restricting any loads of highly fluctuating or low power factor character.

24. INCIDENTAL LIGHTING IN CONNECTION WITH POWER SERVICE:

Where Producer furnishes service essentially for power purposes and Consumer desires, incidental to such power purposes, to utilize the service for lighting the premises used for Consumer's main operation, and will do so without additional obligation or expense to Producer, such service may be measured and paid for under the power schedule; provided, however, that all electric energy utilized for lighting buildings and other structures used for purposes auxiliary to the main operation, such as stores, hotels, dwellings, et cetera, even when located in the same premises where main operation is conducted, shall be measured separately and shall be paid for under the proper lighting schedule.

25. EXTRA CHARGE FOR TURNING ON ELECTRICITY WHERE SERVICE HAS BEEN STOPPED FOR VIOLATION OF RULES:

Whenever electricity shall be turned off or meter disconnected by reason of non-payment of bills or non-compliance with, or violation of these rules and regulations, or any of them, an extra charge of one dollar (\$1.00) in the case of domestic and commercial consumers, and the reasonable cost of connecting and disconnecting the service in the case of power consumers, must be paid at the office of Producer before the electricity shall be again turned on.

26. SERVICE REQUIRING EXTENSION OF PRODUCER'S FACILITIES:

When it is impossible to furnish service to an applicant therefor without an extension of Producer's facilities the terms under which applicant can receive such service, as hereinabove referred to in Rule 3, shall be as hereinafter set forth, applicant being considered an applicant until service is supplied and thereafter known as "Consumer," but referred to throughout in this rule as "Consumer":

(a) Consumer shall furnish Producer, free of cost, such satisfactory right of way and agreement over and across property owned, leased or controlled by Consumer, or upon which Consumer's operation is located for the erection of poles, cables, wires, transformers, fixtures and appurtenances as is required to furnish service to said Consumer. In the event Consumer is unwilling to convey such right to Producer, Producer will extend its lines and facilities only to the property line of said property, owned, leased or controlled by Consumer, most convenient for Producer. Consumer shall provide without cost to Producer, suitable location and housing for all apparatus installed and owned by Producer on Consumer's premises. All apparatus provided and installed by Producer at its expense shall remain its property no matter how used, and Consumer shall permit Producer to maintain and remove same.

(b) Consumer shall deposit with Producer an amount estimated by Producer to cover the cost of extending Producer's lines and facilities to furnish service requested, such amount to be deposited with Producer before any construction work is begun.

The estimated cost shall, upon completion of construction work, be adjusted to the completed cost by payment by Consumer to Producer, or refund by Producer to Consumer, as the case may require, of an amount equivalent to any difference between such estimated and completed costs. The completed cost shall thereafter be considered the amount of deposit.

Said deposit shall be repaid by Producer's allowing on each monthly bill covering service to the service connection or connections of Consumer supplied from such extensions, as a credit, on account of such deposit, an amount equal to twenty-five (25%) per cent. of such monthly bill, provided that not more than an amount equivalent to twenty (20%) per cent. of said deposits shall be refunded in any twelve months' period; and provided, further, that any balance of said deposit not repaid by such credits on such monthly bills within a period of five (5) years shall be retained by Producer. Interest at the rate of six (6%) per cent. per annum will be paid June 1st on unrefunded balance as of that date of said deposit and upon the monthly refunds made during the preceding twelve months to the dates of such respective refunds. After the end of said five (5) year period, no further interest shall be paid, and if Consumer discontinues use of service from said service connection or connections at any time prior to the end of said five (5) year term, no interest shall be payable upon unrefunded balance of deposit during the time of such discontinuance.

(c) All lines and facilities constructed with money deposited by Consumer shall be the absolute property of Producer, and Producer shall have full control thereof.

(d) The minimum annual amount to be paid by Consumer for service supplied from such extension, during the term for which Producer is required to allow credits covering refunds to Consumer as herein provided, shall not be less than twelve times the monthly minimum payment as provided in the schedule or schedules of Producer for the service specified in the accepted application of Consumer.

(e) Producer reserves the right to refuse to make any extension to its lines or facilities or to refund the cost thereof as herein provided, when the revenue to be derived from such extension will not be reasonably commensurate with the cost thereof or when the conditions are such that service will be required only for a limited period of time.

27. CONDITION UNDER WHICH ANNUAL RATES APPLY TO SHORT TERM SERVICE:

Should any schedule or schedules of Producer which provide certain advantages in rates or discounts thereon, by reason of Consumer's guarantee to use service for periods of one year, be changed at any time or times so as to result in an increased cost to Consumer for service thereunder, Consumer may discontinue the use of such service by giving Producer written notice within fifteen days after receipt of notice from Producer of such a change in rate, without forfeiting any such advantages or discounts theretofore received.

28. COMMISSION APPROVAL:

All rates, rules, and regulations of Producer are subject to the approval of the Public Service Commission, and nothing in same, if in violation of any law, or rule made by the Commission, shall be deemed effective, and if any part thereof should be so adjudged, only that particular part shall be ineffective without in any way affecting any other portion thereof.

26. SERVICE REQUIRING EXTENSION OF PRODUCER'S FACILITIES

When it is impossible to furnish service to an applicant therefor without an extension of Producer's facilities the terms under which applicant can receive such service, as hereinafter related to in Rule 3, shall be as hereinafter set forth, applicant being considered an applicant until service is provided and thereafter known as "Consumer", but referred to throughout in this rule as "Consumer".

(a) Consumer shall furnish Producer, free of cost, such satisfactory right of way and agreement over and across property owned, leased or controlled by Consumer or upon which Consumer's operation is located for the erection of poles, cables, wires, transformers, fixtures and appurtenances as is required to furnish service to said Consumer. In the event Consumer is unwilling to convey such right to Producer, Producer will extend its lines and facilities only to the property line of said property owned, leased or controlled by Consumer, most convenient for Producer. Consumer shall provide without cost to Producer, suitable location and housing for all apparatus installed and owned by Producer or Consumer's premises. All apparatus provided and installed by Producer at its expense shall remain its property no matter how used, and Consumer shall permit Producer to maintain and remove

(b) Consumer shall deposit with Producer an amount estimated by Producer to cover the cost with Producer before any construction work is begun.

The estimated cost shall, upon completion of construction work, be adjusted to the completed cost by payment by Consumer to Producer, or refund by Producer to Consumer, as the case may require, an amount equivalent to any difference between such estimated and completed costs. The completed cost shall thereafter be considered the amount of deposit.

Said deposit shall be repaid by Producer's allowing on each monthly bill covering service to the service connection or connections of Consumer supplied from such extensions as a credit on account of such deposit an amount equal to twenty-five (25%) per cent of such monthly bill, provided that not more than an amount equivalent to twenty (20%) per cent of said deposit shall be refunded in any twelve months' period, and provided, further, that any balance of said deposit not repaid by such credits on each monthly bill within a period of five (5) years shall be retained by Producer, interest at the rate of six (6%) per cent per annum will be paid thereon at an unrefunded balance as of that date of said deposit and upon the monthly returns made during the preceding twelve months to the date of such respective returns. After the end of said five (5) year period, no further interest shall be paid, and if Consumer discontinues use of service from said service connection or connections at any time prior to the end of said five (5) year term, no interest shall be payable upon unrefunded balance of deposit during the time of such discontinuance.

(c) All lines and facilities connected with money deposited by Consumer shall be the absolute property of Producer, and Producer shall have full control thereof.

(d) The minimum annual amount to be paid by Consumer for service supplied from such extensions during the term for which Producer is required to allow credits covering refunds to Consumer as herein provided, shall not be less than twelve times the monthly minimum payment as provided in the schedule or schedules of Producer for the service specified in the accepted application of Consumer.

(e) Producer reserves the right to refuse to make any extension to its lines or facilities or to refund the cost thereof as herein provided, when the revenue to be derived from such extension will not be reasonably commensurate with the cost thereof or when the benefits to be derived therefrom will be confined only for a limited period of time.

27. CONDITION UNDER WHICH ANNUAL RATES APPLY TO SHORT TERM SERVICE

Should any schedule or schedules of Producer which provide certain advantages in rates or discounts thereon, by reason of Consumer's guarantee to use service for periods of one year, be changed at any time or times so as to result in an increased cost to Consumer for service thereunder, Consumer may discontinue the use of such service by giving Producer written notice within fifteen days after receipt of notice from Producer of such a change in rate, without forfeiting any such advantages or discounts.

28. COMMISSION APPROVAL

All rates, rules and regulations of Producer are subject to the approval of the Public Service Commission, and nothing in same, if in violation of any law or rule made by the Commission, shall be deemed effective, and if any part thereof should be so adjudged, only that particular part shall be ineffective without in any way affecting any other portion thereof.