

# Electric Service Regulations (Residential)

Effective July 1, 2019

## 1. Regulations.

- a. **Adoption.** These residential Service Regulations are adopted by the BVU Authority Board of Directors (Board) April 26, 2019, effective July 1, 2019, and remain in force until repealed, replaced or amended by the Board.
- b. **Scope.** These Service Regulations apply to all residential customers (Customer), billed under the *BVU Authority Schedule of Rates and Charges* – Residential Rates (Class 22). Determination of Service Class will be made in accordance with Section 3.a of these Service Regulations.
- c. **Filing and Posting.** A copy of all Service Regulations, and the *BVU Authority Schedule of Rates and Charges* are made available at the time of application for service, available during normal business hours at the BVU Authority (BVU) main office at 15022 Lee Highway, Bristol, Virginia 24202, and available anytime at [www.bvua.com](http://www.bvua.com).
- d. **External Regulations.** BVU is regulated by the Tennessee Valley Authority (TVA), a corporate agency of the United States government. BVU is not regulated by the Virginia State Corporation Commission (SCC). Customers may contact TVA at 400 West Summit Hill Drive, Knoxville, TN 37902, (865) 632-2101 or [tvainfo@tva.com](mailto:tvainfo@tva.com).
- e. **Revisions.** These Service Regulations may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes, when effective, shall have the same force as the present Service Regulations.
- f. **Conflicts.** In the event of a conflict between provisions of the *BVU Authority Schedule of Rates and Charges* and any Service Regulations, the *BVU Authority Schedule of Rates and Charges* will apply.

In the event of a conflict between provisions of any Service Regulations or the *TVA Agreement (Power Contract)* dated September 29, 2006, as amended, the *Power Contract* will apply.

## 2. Application for Service.

- a. **Contract.** Prospective Customers desiring electric services will enter into a contract for service with BVU. A completed *Application/Contract for Service*, valid picture identification and proof of ownership or occupancy are all required at the time of application for service. Upon BVU approval of application for service, Customer agrees to be bound by these Service Regulations.
- b. **Non Discrimination.** BVU will remain in full compliance with all local, state, and federal anti-discriminatory laws. BVU prohibits discrimination and harassment of any type without regard to age, race, color, religion, gender, ethnicity, natural origin, disability status, medical history/genetic information, protected veteran status, sexual orientation, gender identity or expression, marital status, pregnancy, caregiver status, or any other characteristic or legally protected class in accordance with applicable federal, state and local laws.
- c. **Credit Check.** BVU will make a credit investigation to prevent identity theft and fraudulent activity and to determine if a deposit is required as security on the account. This process will require verification of the applicant's social security number and additional personal information as may be required by BVU.
- d. **Deposits.**
  - i. **Requirements.** Following BVU review of Customer's application for service and credit check, a deposit of twice the highest-anticipated monthly electric bill at the service location may be required of any Customer before electric service is supplied. Customer deposit may be waived if the Customer:
    1. has a current account with BVU with an excellent credit rating, determination of which will be based on the absence of late payments, discontinuations for non-payment or payments returned unpaid to BVU within the Customer's most recent 12 months of billing,
    2. has a satisfactory Experian Vantage Score Model credit rating of greater than or equal to 520, based on results of a credit bureau inquiry or
    3. provides an official credit letter, referencing excellent pay history, from the Customer's previous utility provider.
  - ii. **Hardship.** In special cases of hardship, at its sole discretion, BVU may subdivide deposit requirements greater than \$300.00 across no more than three (3) installment payments, payable on a schedule determined by BVU and communicated to the Customer at the time of application for service. Failure to remit deposit requirements may result in service discontinuation for non-payment, without notice.
  - iii. **Interest.** All deposits shall accrue interest annually. The interest earned on the deposit will be comparable to market rates of interest on passbook savings or the annual rate of interest earned by BVU's primary bank account and will be paid out annually on the final business day of June.

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- iv. **Refund.** The deposit balance and any accrued interest will be refunded, at the Customer's request, after twelve (12) consecutive months of payment history without late fees and/or other penalties.
- v. **Unpaid Account Balance.** Deposits will be accounted for and credited to the Customer account for any unpaid balances upon discontinuation of service or upon return of deposit to the Customer.
- e. **Service Activation Fee.** For details, see Section 5.b of these Service Regulations.
- f. **Connection of Service.** After completing all requirements of the application for service process, an existing electric service will typically be connected within three (3) business days. For an additional Service Activation Fee, in accordance with the *BVU Authority Schedule of Rates and Charges*, BVU may, at its sole discretion, offer service activation for the same business day. For locations requiring an inspection, extended connection times may apply.
- g. **Denial of Service.** Service will not be supplied by BVU to any applicant who:
  - i. is then indebted to BVU,
  - ii. at the time of application, is a member of the household of a former Customer who is indebted to BVU or
  - iii. was a member of the household of a former Customer when said indebtedness was incurred,except upon payment of such indebtedness in full to BVU at the time of application for service.  
BVU reserves the right to deny service to any location with wiring that is non-compliant with applicable national, state and local guidelines or codes, or lacks proper inspection documentation from the local City or County building inspector. For more information, see Sections 6.f and 6.g of these Service Regulations.

## 3. Service Class.

- a. **Determination of Service Class.** Service class will be determined based on compliance with the Availability section of the appropriate schedule of the TVA Schedule of Rates and Charges.
- b. **Non-conformity to Residential Service Class.** Non-residential Customers will be billed under the appropriate non-residential rate class in the *BVU Authority Schedule of Rates and Charges* and governed by the *Electric Service Regulations (Non-Residential)*.

## 4. Billing.

- a. **Billing Periods.** All statements will be calculated based on a standard twenty-eight (28) to thirty-two (32) days of usage for a given billing period. Customers' first monthly statement may fall outside of this range depending on the date of application for service in relation to the service location's standard billing cycle date. BVU shall designate a standard net payment period for residential customers of not less than fifteen (15) days.
- b. **Monthly Statements.** Statements will be rendered monthly and shall be paid on or before the Due Date, currently labeled "Due Date for Current Charges Only," specified on the monthly statement at the office of BVU Authority or at other locations designated by BVU. Failure to receive a monthly statement will not release Customer from any payment obligation. Monthly statements are based on approved rates and applicable taxes and fees. Upon Customer request, BVU will provide the most recent twelve (12) months of consumption history on the Customer's specific account.
- c. **Due Date.** Balances paid on or before the Due Date will be charged only the "Net Amount Due" for current charges. Unpaid portions of the Net Amount Due after the Due Date specified on the bill will result in an additional late fee. For more information, see Section 5.e of these Service Regulations.
- d. **Payment of Bills.**
  - i. **Main Office.** BVU's main office accepts payments at 15022 Lee Hwy, Bristol, VA 24202, Monday through Friday (except observed holidays) from 8:00 A.M. to 4:30 P.M.
  - ii. **U.S. Postal Service.** BVU accepts payments mail via P.O. Box 8100, Bristol, Virginia 24203-8100. Payments must be received by BVU, without regard for postal processing timelines, on or before the Due Date to avoid late penalties or service discontinuation.
  - iii. **Drop Box.** A drop box located adjacent to BVU's main office gate is available for Customers to deliver payments 24/7. Cash is not recommended to place in the drop box. BVU personnel retrieve payments from the drop box three times daily. Pick up times are: 7:00 A.M., 8:30 A.M., and 3:30 P.M. Any payment delivered to the drop box after 3:00 P.M. will not post until the following business day.
  - iv. **Alternate Payment Sites.** BVU has designated off-site locations that accept payments for current charges due – late payments and penalties cannot be accepted at alternate payment sites. Select branches of local banks accept BVU payments. Please contact BVU for a current list of participating locations.

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- v. **Online Payments.** Customers may also visit [www.bvua.com](http://www.bvua.com) to make payments for current charges due, view bills, and enroll in paperless billing.
- vi. **Pay by Phone.** Payment for current charges due may be made anytime (24/7) via phone at 276-669-4112.
- e. **Disputes.** Any customer disputes regarding the accuracy of a monthly statement must be presented to BVU. For a billing dispute, the Customer may contact BVU during regular business hours to provide a notice of dispute. If this notice is received prior to service discontinuance, such discontinuance will be suspended until dispute resolution. The Customer Service Representative will review the Customer's billing records and render a preliminary ruling. If the Customer is dissatisfied with the preliminary ruling, the matter may be appealed to the head of either the Customer Service or the Billing department, where such decision will be final.
- f. **Errors.** In the event of a confirmed billing error, BVU will refund or credit the account with any over-collected amounts resulting from the error. Likewise, if Customer's usage exceeded the amount billed, the Customer will be obligated to pay the appropriate amount to reconcile the account. Billing errors will be refunded, credited to Customer or collected by BVU as far as reasonable records exist.

## 5. Rates.

- a. **Adoption.** All rates published within the *BVU Authority Schedule of Rates and Charges* are adopted by the BVU Authority Board of Directors, and will remain in force until repealed, replaced or amended by the Board. Approved rates are non-negotiable.
- b. **Service Activation Fee.** For processing a request for new service, a Service Activation Fee will be applied to the Customer's first monthly statement, in accordance with the *BVU Authority Schedule of Rates and Charges*.
- c. **Seasonal Rate Periods.** Monthly statements are processed on Seasonal Rate periods, in accordance with the *BVU Authority Schedule of Rates and Charges* in effect at the time of monthly statement rendering.
  - i. **Summer.** Billing months are defined as June, July, August, and September.
  - ii. **Winter.** Billing months are defined as December, January, February, and March.
  - iii. **Transition.** Billing months are defined as April, May, October, and November.
- d. **Taxes.** BVU collects taxes based on Customer consumption in four (4) tax districts: City of Bristol, VA, Washington County, VA, Scott County, VA, and Sullivan County, TN. There are no state or local taxes applied to residential Customers in Sullivan County, TN. The tax, itemized on monthly statements as "Special Tax" consists of a combination of three taxes: Special Regulatory, Local Consumption, and Local Consumer. The State Consumption tax is itemized on monthly statements as "State Tax." Taxes may change from time to time without notification.
- e. **Late Fee.** BVU will add a late fee, in accordance with the *BVU Authority Schedule of Rates and Charges*, for any unpaid portion of the Net Amount Due after the Due Date specified on the bill. The late fee will be added as close as practicably feasible to the business day following the Due Date. Should the Due Date fall on a Saturday, Sunday or BVU-observed holiday, BVU will grant a grace period for payment delivery to the following business day.
- f. **Returned Payment Fee.** In accordance with the *BVU Authority Schedule of Rates and Charges*, there will be a Returned Payment Fee for each check or bank draft that has been presented as payment for any service billed by BVU and returned by the issuing bank unpaid. An attempt to notify the Customer of a returned payment will be made by U.S. Postal Service or alternate delivery method, as determined by BVU. BVU disclaims any obligation to substantiate the notification attempt was received by the Customer. The Customer will be required to redeem the payment by cash, certified funds or credit card to avoid discontinuance for non-payment. For more information, see Section 9.d of these Service Regulations.
  - i. **Multiple Offenses.** BVU will refuse to accept check or draft payments for a probationary period of six (6) months from Customers with more than one (1) returned payment in a rolling twelve (12) month period.  
Following the probationary six (6) month period, BVU will resume accepting check or draft payments. At which time, receipt of any additional returned payments will result in BVU's refusal to accept check or draft payments from the Customer in perpetuity.
  - ii. **Enforcement.** Additional enforcement action authorized by the Code of Virginia § 18.2-181, may be pursued, as deemed necessary by BVU.
- g. **Trip Fee.** If a visit to the Customer's location is made for collections notification or discontinuance for non-payment, a Trip Fee will be applied to the Customer's next monthly statement, in accordance with the *BVU Authority Schedule of Rates and Charges*. In the event Customer causes BVU to make an unnecessary service trip to the Customer's location, BVU reserves the right to charge Customer with all reasonable costs associated with the trip.

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- h. **Reconnect Fee.** The appropriate reconnection fee will be applied to the Customer's next monthly statement, in accordance with the *BVU Authority Schedule of Rates and Charges*. In addition to applicable Reconnect Fees, BVU may require full payment of any past due amounts prior to reconnection for a service discontinued for non-payment. For more information, see Section 9.d of these Service Regulations.
- i. **Meter Tampering Fee.** In the event BVU-owned equipment is tampered with in such a manner as to allow electricity or to be illegally consumed or the measurement of that usage to be impaired, a meter tampering fee, in accordance with the *BVU Authority Schedule of Rates and Charges*, will be assessed to the Customer of record and/or occupant of the property where such tampering occurred, and in addition, such Customer of record and/or occupant shall indemnify BVU for its estimated loss of revenue, if any, resulting therefor.  
A deposit may be required of the Customer of record and/or occupant for continuation of service. For more information, see Section 2.d of these Service Regulations.
- j. **Additional Fees.** BVU may assess various Administrative and Operational Fees in accordance with the *BVU Authority Schedule of Rates and Charges*.

## 6. Equipment.

- a. **Point of Delivery.** The point of delivery is the location designated by BVU on the Customer's property or dwelling where electric power is to be delivered. All wiring and equipment beyond this point, except the meter and meter base, will be provided and maintained by the Customer at no expense or responsibility to BVU. Point of delivery is further defined as that point where obligation ends for BVU to furnish and install conductor and/or conduit, and where obligation begins for the Customer to furnish and install conductor and/or conduit.
- b. **Right of Access.** BVU employees and contractors, upon presenting identification as requested, will be granted access to Customer's property at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment owned or maintained by BVU. BVU may, at its discretion, utilize or upgrade existing facilities on Customer property for the additional purpose of serving other properties. Meters and meter bases will not be allowed to be enclosed in an area of restricted access, nor be located inside a building or alternate structure. BVU may require Customer, at Customer's own expense, to have the meter and meter base moved to the outside of a building or structure or to an area of unrestricted access.
- c. **Non-Standard or Modified Service.** The Customer will cover the cost associated with any special installations necessary to meet Customer's particular requirements other than standard or planned BVU voltage. This includes Customer-requested changes in existing installations. Details, requirements, terms, and costs will be provided to the Customer upon request. Customers desiring underground service lines from BVU must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by BVU on request. BVU shall have no responsibility for damage to the property of the Customer or others following installation or maintenance work on underground service lines, except to the extent it may result solely from the negligence or willful misconduct of BVU, its agents or employees.
- d. **Temporary Services.** BVU will furnish and install a temporary service pedestal to Customers who request electrical service on a temporary basis for a period of less than twelve (12) months. Following the initial twelve (12) month service period, BVU may remove the temporary service without notice to Customer. In the event of loss or damage to the temporary service pedestal, the Customer assumes liability for the costs of necessary repairs or replacements. In accordance with the *BVU Authority Schedule of Rates and Charges*, a Temporary Service Installation/Removal Fee will be billed in addition to the Service Activation Fee; BVU will also assess an additional Temporary Service Monthly Fee on the Customer's monthly statement.
- e. **811 – Miss Utility.** Prior to any construction or digging, Customer and/or Customer's contractor(s) must contact Miss Utility by dialing 811 or 1-800-552-7001. Adequate time for marking of underground lines per the Virginia Underground Utility Damage Prevention Act of the Code of Virginia must be provided.
- f. **Codes and Customer Wiring Standards.** Customer wiring must comply with the standards set forth by the National Electric Code (NEC), applicable state standards, the appropriate City or County Inspector, and any additional requirements or guidelines presented by BVU. The NEC is superseded by state or local codes when the state or local code is more stringent than the NEC. When local codes are not as stringent, the NEC will be the acceptable standard.  
BVU reserves the right to deny service to any location with wiring that is non-compliant with applicable national, state and local guidelines or codes, or lacks proper inspection documentation from the local City or County building inspector.
- g. **Safety / Unsafe Services.** BVU has the right to inspect any location/service before electricity is provided or continued, whether existing or new. If the existing or new service is deemed unsafe, inadequate, or not inspected by the proper local

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building inspectors, BVU reserves the right to deny service until proper repairs and inspections are made. In the case of possible safety concerns, BVU will issue the Customer a registered letter allowing up to thirty (30) days to repair or upgrade the service in question, at Customer expense.

At the time of the repair or upgrade, BVU will provide one (1) complimentary discontinuance of service to allow the Customer or electrician to safely complete the work. If the service is not repaired or upgraded and proper inspection forms not received by BVU, services will be discontinued and the electric meter removed from the location. Customers are not authorized to install any non-BVU-approved device on their meter or service connections. BVU reserves the right to remove unapproved devices at any time without notice, charge the Customer any associated fees or equipment costs and disconnect the service, if damaged.

BVU will also remove any meter or service connections from a location that has been condemned by the local building inspector, damaged by fire, scheduled for demolition or remained vacant for more than one (1) year, as determined by BVU.

- h. **Transformers.** Following payment of any associated Construction costs by the Customer, BVU will install and maintain necessary transformers for Customer loads which can adequately be served by transformers in an aggregate amount up to and including five hundred (500) kVA; for such loads the metering shall be at secondary voltage, at a point designated by BVU. Detail, terms and requirements for such will be furnished by BVU upon request, in accordance with the *Construction Policy* in effect at the time. Customer is responsible for all facilities beyond the metering point unless otherwise designated by these Service Regulations and/or by specific written contract or agreement.

For Customer loads exceeding 500 kVA, Customer will be responsible for supplying necessary transformer capacity. The metering point shall be determined by the transformer size, as stated above, and at the sole discretion of BVU. Existing situations not in compliance with these provisions and the currently effective *Construction Policy* are “grandfathered” only until such time as the existing facilities require revision in any manner, such as replacement, addition, or supplement, whether at the Customer’s request or by BVU’s initiative for normal maintenance, replacement, and/or safety purposes.

- i. **Meter Bases.**

- i. **Repair.** In the case of a necessary meter base repair, it is the responsibility of Customer to repair the meter base in accordance with BVU and local inspection guidelines or codes.
- ii. **Replacement.** In the case of a necessary meter base replacement, BVU will provide the customer with the appropriate 200 amp or 400 amp, single-phase meter base at no charge. Customers may privately purchase their own meter base from any electrical retailer. The Customer is responsible for mounting the meter base, remounting or replacing any conduit or service masts. Any necessary inspections shall be the sole responsibility of Customer. BVU reserves the right to deem a service unsafe due to defective or improperly installed meter bases. For more information, see Sections 6.f and 6.g of these Service Regulations.
- iii. **Tampering.** BVU strictly prohibits opening, cutting BVU-marked seals, or tampering with any meter base or other BVU-owned equipment. These actions may result in discontinuance of service and/or additional fees/penalties as defined in the *BVU Authority Schedule of Rates and Charges* to the Customer of record and/or occupant of the property, as the responsible party for such location.

- j. **Meter Tests.** BVU will, at its own expense, make periodic tests and inspections of its meters and metering equipment to maintain a high standard of accuracy and reliability. BVU will make additional tests or inspections at the request of Customer. Additional fees/charges as defined in the *BVU Authority Schedule of Rates and Charges* may apply. If the test made at the request of Customer shows that the meter is accurate, within two percent (2%) slow or fast, no adjustments will be made on the Customer statement. If the test shows the meter to be in excess of two percent (2%) fast or slow, an adjustment to monthly billing statements within a period not to exceed two (2) months prior to the test date. Additionally, the Customer will not be charged a Meter Test Fee.

- k. **Customer Responsibility for BVU Property.** All meters, service connections, temporary services and other equipment furnished by BVU shall be, and remain, the property of BVU, unless specified by written contract between BVU and Customer. As part of the consideration for service, each Customer shall be BVU’s trustee/bailee/steward of such equipment and shall accordingly desist from interfering with, impairing the operation of or causing damage to such equipment. Customer shall control growth and encroachment of all existing vegetation and refrain from new plantings so as to prevent interference with utility lines and other property of BVU.

In the event such equipment are interfered with, impaired in their operation or damaged by Customer, or by any other person when the Customer’s reasonable care and surveillance could have prevented such, the Customer shall indemnify

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BVU or any other person against death, injury, loss or damage resulting there from, including but not limited to BVU's cost of repairing, replacing or relocating any such equipment.

- i. **Power Quality Degradation.** Electric service will not be used in such a manner as to cause unusual fluctuations or disturbances to any portion of the BVU system. Guidelines for acceptable limits of power disturbance (placed on the BVU electrical distribution system by Customer service load) are found in the Institute of Electrical and Electronic Engineers, Standard 519 (IEEE 519). IEEE 519 covers items such as voltage and current distortion, power levels of various harmonics by frequency, and total harmonic distortion. BVU may require Customers, at their own expense, to install suitable apparatus that will reasonably limit such fluctuations and disturbances.
- m. **Additional Load.** The service connection, transformers, meters, and additional equipment supplied by BVU for a specific service location will have definite capacity. No additions to the equipment or load will be allowed, except by the written consent of BVU. Failure to give notice of additions or changes in load, or obtaining written BVU approval, will render the Customer liable for any damage to BVU lines or equipment caused by the additional/modified equipment or usage patterns.

## 7. Account Administration.

- a. **TVA Complaint Resolution Process.** TVA provides regulatory oversight for BVU's electric division. If Customers have unresolved issues or complaints with BVU, Customers are encouraged to utilize TVA's Complaint Resolution Process. In the case of billing disputes or other service issues, the Customer is expected to attempt to resolve the dispute by notifying and working with BVU. If the dispute is not resolved, BVU may provide the Customer with information regarding TVA's Complaint Resolution Process. Customers may be informed about the availability of the TVA Complaint Resolution Process upon application for service, at any time upon request, and through information provided on BVU's website. There are three ways to begin the process:

- i. **Online**            [www.tva.com/complaintresolution](http://www.tva.com/complaintresolution)
- ii. **Email**            [complaintresolution@tva.gov](mailto:complaintresolution@tva.gov)
- iii. **Call**             1-888-289-8409

- b. **Serious Medical Condition.** BVU recognizes that severe medical conditions may place a strain on Customer finances. 20VAC5-330 "Limitations on Disconnection of Electric and Water Service" established guidelines or limitations on the termination of electric service to persons with serious medical conditions who provide BVU with a completed Serious Medical Condition Certification Form. The form can be obtained from BVU or online at [http://www.scc.virginia.gov/publicforms/594/med\\_cert.pdf](http://www.scc.virginia.gov/publicforms/594/med_cert.pdf)

Upon completion of this form, a Customer qualifies for two (2), thirty (30) day extensions on utility payments within a twelve (12)-month period. This form does not release Customer from any payment obligation, nor does it eliminate the possibility of discontinuance for non-payment.

Forms must be completed each year and received within 30 days of the anniversary date of the last form provided. Customers may be eligible to receive a ten (10) day extension if needed, to complete the form and file with BVU if they are in danger of being disconnected for nonpayment.

Any form returned that is not complete will be null and void, without notice.

- c. **Power Theft and Prosecution.** BVU will disconnect service to any location immediately, without prior notice, where it is established there was theft of BVU services, ongoing theft of BVU services, or where there is the appearance of current theft devices on the premises of the service location.

This provision includes tampering with BVU metering devices and/or equipment. This will result in charges/penalties as defined in the *BVU Authority Schedule of Rates and Charges* to the Customer of record and/or occupant of the property, as the responsible party for such location. In addition, charges to replace meter or damaged equipment may be assessed to the Customer of record and/or occupant of the property.

The discontinuance of service by BVU, for any cause, will not release Customer from any payment obligation.

BVU will report suspected theft to local authorities and reserves the right to prosecute to the fullest extent permissible by law.

- d. **Exclusivity (Resale of Services).** All purchased electricity (other than emergency or standby service) used on the premises of Customer shall be exclusively supplied by BVU, and Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric power or any part thereof.
- e. **Uninterrupted Power Not Guaranteed.** BVU will use reasonable diligence in supplying services, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from interruptions in

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service. Interruptions in service include the results of an excessive or inadequate voltage, an unsatisfactory or undersized service, mechanical failure, single-phasing, "Acts of God" or otherwise unsatisfactory service, whether or not caused by negligence.

BVU will make no guarantees of uninterrupted service, especially during inclement weather, facilities upgrades, or meter replacement.

- f. **Notice of Trouble.** Customer shall notify BVU immediately should service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of service. Such notices, if verbal, should be confirmed in writing.
- g. **Consequential Damages.** If Customer loses electric service for any reason, BVU shall not be liable for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of anticipated revenue, loss of perishable goods, loss of information, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.

## 8. Private Area Lighting.

- a. **Overview.** BVU offers a Private Area Lighting (PAL) service, subject to the *BVU Authority Schedule of Rates and Charges*. This service is a voluntary program of BVU and is not required by federal, state or local regulations. BVU reserves the right to terminate the program upon providing adequate notice to affected customers.
- b. **Impact on Adjoining Properties.** A customer may request a specific light location, size (wattage), and type (sodium vapor, LED, etc.). BVU will evaluate the customer request for any negative impact on adjoining property. BVU will approve, reject or modify the customer's request. BVU will communicate its rejection or modification to the customer before proceeding with installation.

The light location, size, and type will not be approved if the light results in unacceptable light dispersal, glare or other light nuisance on an adjoining property. BVU's primary focus will be on any negative impact on habitable areas of adjoining properties and will include the location of windows, doors, and porches of adjoining property structures, especially occupied structures such as houses. BVU reserves the right to review and modify any existing PAL service if there are changes to the use of adjoining properties.

- c. **Use of Light Shielding and Light Screens.** The customer consents to BVU's use of light shields and other light screening techniques to block or reduce the amount of light dispersal or glare onto adjoining properties. BVU reserves the right to discontinue the PAL service on any specific property where the customer prevents the use of a shield or screen or tampers or removes a shield. BVU reserves the right to discontinue the PAL service if the shield or screen is determined to be ineffective at reducing light dispersal or glare onto adjoining properties to acceptable levels.
- d. **Complaint Resolution.** Adjoining property owners may submit a written request for BVU to review the PAL location, size, and type for a potential light nuisance. BVU will review the matter and respond in writing to all affected parties within thirty (30) days. The BVU Authority Board of Directors grants the President & CEO of BVU the authority to issue a final decision on enforcing this regulation and resolving complaints.

## 9. Discontinuation / Termination of Service.

- a. **Discontinuation by Customer.** Customers who wish to discontinue service must give BVU at least three (3) business days' notice. Notice to discontinue service will not release Customer from any payment obligation incurred up to the moment of service discontinuance.
- b. **Discontinuation by BVU Authority.** BVU may refuse to connect or discontinue service for violation of any Service Regulations. The discontinuance of service by BVU, for any cause, will not release Customer from any payment obligation.
- c. **Discontinuation for Non-Payment.** BVU may discontinue service if payment is not paid in full (Non-Pay Disconnect) on or before ten (10) days prior to the next month's Due Date. This date is approximately twenty (20) days from the current statement's Due Date. Disconnect amounts and final payment dates will be posted on the following billing statement and added to the Net Amount Due.
  - i. **Notices.** Late notices, delivered via U.S. Postal Service, are processed as close as practicably feasible to two (2) business days following the Due Date. The late notice specifies the amount required for continuation of services, the Non-Pay Disconnect date and BVU's preferred method of contact for Customer disputes, i.e. Customer Service phone number. Additionally, utilizing the most recently-provided phone number, if any, on the Customer account, BVU schedules automated phone calls with information on past due balances, as a final reminder to remit payment prior to Non-Pay Disconnect. Such notice offers adequate time to dispute or discuss any concerns prior to Non-Pay Disconnect.

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- ii. **Suspension.** BVU will not discontinue services for non-payment between the hours of 6:00 P.M. to 8:00 A.M. on any business day(s), on weekends and BVU-observed holidays.
- iii. **Inclement Weather.** BVU may alter the schedule for Non-Pay Disconnect in extreme weather conditions, based on BVU review of daily local-weather forecasts.

Non-Pay Disconnects will not be completed if:

- 1. the related school district is closed due to extreme weather,
  - 2. temperatures are below thirty-two (32) degrees Fahrenheit, regardless of wind chill temperature and/or wind chill factor, at the time of Non-Pay Disconnect or
  - 3. current temperatures are above ninety-five (95) degrees Fahrenheit at the time of Non-Pay Disconnect,
- iv. **Reconnection.** Following Non-Pay Disconnect, BVU requires full payment of any past due amounts, including any applicable late fees and additional charges, as defined in the *BVU Authority Schedule of Rates and Charges*, prior to reconnection.

## 10. Contracts, Agreements, and Applications.

In the event of any default where legal action becomes necessary and/or unpaid accounts are turned over to a collection agency; BVU shall be entitled to recover all expenses for enforcement and collection of amounts owed under these Service Regulations, including reasonable attorney's fees and Collection Agency Fees as defined in the *BVU Authority Schedule of Rates and Charges*. Collection fees will be reviewed annually, prior to the close of BVU's fiscal year, and updated to reflect actual agency collection fee costs.

- a. **Assignment.** Customer may not assign any BVU contract, agreement, application or any other BVU-Customer relationship without the expressed written consent of BVU.
- b. **Choice of Law.** Contracts, agreements, applications, and other BVU-Customer relationships shall be interpreted under the laws of the Commonwealth of Virginia and any litigation arising hereunder shall be commenced in the courts of the Commonwealth of Virginia having jurisdiction in Washington County, Virginia, unless otherwise mandated by law.