



**JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL**

CITY OF CHARLESTON, WEST VIRGINIA

Regular Meeting – Monday, September 4, 2018

at 7:00 P.M.

Council Chamber – City Hall – Charleston, West Virginia

OFFICIAL RECORD

Danny Jones
Mayor

JB Akers
City Clerk

CALL TO ORDER

The Council met in the Chambers of the City Building at 7:00 P.M., for the first meeting in the month of September on the 4th day, in the year 2018, and was called to order by the Honorable Mayor, Danny Jones. The invocation was delivered by Councilmember Ealy and the Pledge of Allegiance was led by Councilmember Burton. The Honorable Clerk, JB Akers, called the roll of members and it was found that there were present at the time:

CHESTNUT	BURTON	CEPERLEY
EALY	CLOWSER	DAVIS
	FAEGRE	HAAS
	HOOVER	IRELAND
JONES	KING	
MINARDI	OVERSTREET	
REISHMAN	RICHARDSON	SALISBURY
	SNODGRASS	
TALKINGTON		MAYOR JONES

With twenty members being present, the Mayor declared a quorum present.

Pending the reading of the Journal of the previous meeting, the reading thereof was dispensed with and the same duly approved.

PUBLIC SPEAKERS

NONE

CLAIMS

1. A claim of Deborah L Clark Cottrell, 127 East Point Dr, Charleston, WV;
alleges damage to vehicle.
Refer to City Solicitor.
2. A claim of James Hairston, 1523 Piedmont Rd, Charleston, WV;
alleges damage to property.
Refer to City Solicitor.
3. A claim of IBC Corporation, 800-C Greenbrier St, Charleston, WV;
alleges damage to property.
Refer to City Solicitor.
4. A claim of David L Jack, 98 Whippletree Lane, Kenna, WV;
alleges damage to vehicle.
Refer to City Solicitor.
5. A claim of Brandon Lacy, 4805 Klondike Rd, Charleston, WV;
alleges damage to vehicle.
Refer to City Solicitor.
6. A claim of Michael LaMarr, PO Box 20456, Charleston, WV;
alleges damage to vehicle.
Refer to City Solicitor.
7. A claim of Humayun Rashid, 203 Quarry Ridge E, Charleston, WV;
alleges damage to vehicle.
Refer to City Solicitor.
8. A claim of Mark H Schaul, 1551 Hampton Rd, Charleston, WV;
alleges damage to vehicle.
Refer to City Solicitor.

COMMUNICATIONS

1.

CITY OF CHARLESTON
OFFICE OF THE MAYOR



TO: J. B. AKERS
CITY CLERK

FROM: DANNY JONES
MAYOR

RE: CHARLESTON CONVENTION & VISITORS BUREAU

DATE: SEPTEMBER 4, 2018

I recommend that Harry F. Bell, Jr. 30 Capital Street, Charleston, WV 25301, be reappointed to the Charleston Convention & Visitors Bureau, with a said term to expire February 17, 2021.

I respectfully request City Council's approval of this recommendation.

DJ/dmp

Councilmember Richardson moved to approve the appointment. Councilmember Minardi seconded that motion. By unanimous vote, the appointment was confirmed.

2.

CITY OF CHARLESTON
OFFICE OF THE MAYOR



TO: J. B. AKERS
CITY CLERK

FROM: DANNY JONES
MAYOR

RE: CIVIC CENTER BOARD

DATE: SEPTEMBER 4, 2018

I recommend that Kim Burton, 4504 Washington Avenue, Charleston, WV 25304, be reappointed to the Civic Center Board, with a said term to expire June 22, 2022.

I respectfully request City Council's approval of this recommendation.

DJ/dmp

Councilmember Richardson moved to approve the appointment. Councilmember Minardi seconded that motion. By unanimous vote, the appointment was confirmed.

3.

CITY OF CHARLESTON
OFFICE OF THE MAYOR



TO: J. B. AKERS
CITY CLERK

FROM: DANNY JONES
MAYOR

RE: CIVIC CENTER BOARD

DATE: SEPTEMBER 4, 2018

I recommend that A. Lawrence Crimmins, 51 North Abney Circle, Charleston, WV 25314, be reappointed to the Civic Center Board, with a said term to expire June 22, 2021.

I respectfully request City Council's approval of this recommendation.

DJ/blp

Councilmember Richardson moved to approve the appointment. Councilmember Minardi seconded that motion. By unanimous vote, the appointment was confirmed.

4.

CITY OF CHARLESTON
OFFICE OF THE MAYOR



TO: J. B. AKERS
CITY CLERK

FROM: DANNY JONES
MAYOR

RE: CIVIC CENTER BOARD

DATE: SEPTEMBER 4, 2018

I recommend that Karen Haddad, 3011 Kanawha Avenue, Charleston, WV 25304, be reappointed to the Civic Center Board, with a said term to expire June 22, 2022.

I respectfully request City Council's approval of this recommendation.

DJ/dmp

Councilmember Richardson moved to approve the appointment. Councilmember Minardi seconded that motion. By unanimous vote, the appointment was confirmed.

5.

CITY OF CHARLESTON
OFFICE OF THE MAYOR



TO: J. B. AKERS
CITY CLERK

FROM: DANNY JONES
MAYOR

RE: CIVIC CENTER BOARD

DATE: SEPTEMBER 4, 2018

I recommend that Andrew B. Jordon, 1 Norwood Road, Charleston, WV 25314, be reappointed to the Civic Center Board, with a said term to expire June 22, 2022.

I respectfully request City Council's approval of this recommendation.

DJ/dmp

Councilmember Richardson moved to approve the appointment. Councilmember Minardi seconded that motion. By unanimous vote, the appointment was confirmed.

6.

CITY OF CHARLESTON
OFFICE OF THE MAYOR



TO: J. B. AKERS
CITY CLERK

FROM: DANNY JONES
MAYOR

RE: CHARLESTON SANITARY BOARD

DATE: SEPTEMBER 4, 2018

I recommend that Jack Rossi, 1627 Stonehenge Road, Charleston, WV 25314, be reappointed to the Charleston Sanitary Board, with a said term to expire March 17, 2021.

I respectfully request City Council's approval of this recommendation.

DJ/dmp

Councilmember Richardson moved to approve the appointment. Councilmember Minardi seconded that motion. By unanimous vote, the appointment was confirmed.

7.

CITY OF CHARLESTON
OFFICE OF THE MAYOR



TO: J. B. AKERS
CITY CLERK

FROM: DANNY JONES
MAYOR

RE: CENTRAL WV REGIONAL AIRPORT AUTHORITY

DATE: SEPTEMBER 4, 2018

I recommend that Norman W. Shumate, III, 1 Scott Road, Charleston, WV 25314, be reappointed to the Central WV Regional Airport Authority, with a said term to expire June 30, 2020.

I respectfully request City Council's approval of this recommendation.

DJ/dmp

Councilmember Richardson moved to approve the appointment. Councilmember Minardi seconded that motion. By unanimous vote, the appointment was confirmed.

8.

CITY OF CHARLESTON
OFFICE OF THE MAYOR



TO: J.B. AKERS
CITY CLERK

FROM: DANNY JONES
MAYOR

RE: CHARLESTON CONVENTION & VISITORS BUREAU BOARD

DATE: SEPTEMBER 4, 2018

I recommend that West Virginia Senator Ed Gaunch, 524 Woodbridge Drive, Charleston, WV 25311, be appointed to the Charleston Convention and Visitors Bureau Board, with said term to expire February 17, 2019. He replaces former Senator Dan Foster as the legislative representative on the board.

I respectfully request City Council's approval of this recommendation.

Councilmember Richardson moved to approve the appointment. Councilmember Minardi seconded that motion. By unanimous vote, the appointment was confirmed.

REPORTS OF COMMITTEES

COMMITTEE ON STREETS AND TRAFFIC

Councilmember Hoover, Chair of the Council Committee on Streets and Traffic, submitted the following reports:

1. Your committee on Streets and Traffic has had under consideration the following bill, and reports the same to Council with the recommendation that Bill No. 7788 do pass.

Bill No. 7788 - A Bill to establish a No Parking Tow-Away zone on the north side of Indiana Avenue from the intersection of Washington Street, W. to a point 146 feet to the east and amending the Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

Be it Ordained by the Council of the City of Charleston, West Virginia:

Section 1. A No Parking Tow-Away zone on the north side of Indiana Avenue from the intersection of Washington Street, W. to a point 146 feet to the east.

Section 2. The Traffic Control Map and Traffic Control File, established by the Code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are amended, to conform to this Ordinance.

Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby repealed to the extent of said inconsistency.

Councilmember Hoover moved to approve the Bill. Councilmember Minardi seconded the motion. A roll call was taken:

YEAS: Burton, Ceperley, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Hoover, Ireland, Jones, King, Minardi, Overstreet, Reishman, Richardson, Salisbury, Snodgrass, Talkington, Mayor Jones
NAYS: NONE

ABSENT: Burka, Harrison, Lane, Persinger, Smith, Steele, Ware

With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Bill No. 7788 passed.

COMMITTEE ON FINANCE

Councilmember Reishman, Chair of the Council Committee on Finance, submitted the following reports:

1. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 108-18 be adopted.

Resolution No. 108-18 - Authorizing the Mayor or City Manager to enter into an agreement with the West Virginia Department of Transportation, Division of Highways for the Charleston South Side Bridge Rehabilitation Off System Bridge project in Kanawha County (State Project: S320-SOU/TH-1. 00) in the total amount of \$2,275,681.00. The City is required to provide matching funds of 20% of the total cost of the project

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is hereby authorized and directed to enter into an agreement with the West Virginia Department of Transportation, Division of Highways for the Charleston South Side Bridge Rehabilitation Off System Bridge project in Kanawha County (State Project: S320-SOU/TH-1. 00) in the total amount of \$2,275,681.00. The City is required to provide matching funds of 20% of the total cost of the project.

Councilmember Reishman moved to approve the Resolution. Councilmember Minardi seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 108-18 adopted.

2. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 109-18 be adopted.

Resolution No. 109-18 - Authorizing the Mayor or his designee to submit a grant application in the amount of \$98,500.00 to the WV Governor's Highway Safety Office to fund Drug Recognition Enforcement, e-citation equipment, travel and training as well as overtime patrols for DUI and the Click It or Ticket Program.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or his designee is hereby authorized and directed to submit a grant application in the amount of \$98,500.00 to the WV Governor's Highway Safety Office to fund Drug Recognition Enforcement, e-citation equipment, travel and training as well as overtime patrols for DUI and the Click It or Ticket Program.

Councilmember Reishman moved to approve the Resolution. Councilmember Minardi seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 109-18 adopted.

3. Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 110-18 be adopted.

Resolution No. 110-18 - Authorizing payment in the amount of \$53,847.00 to the Department of the Army, Corps of Engineers, pursuant to the Project Partnership Agreement signed April 2, 2018 for the design and construction of the Kanawha River, Greenbrier Street to Elk River, Section 14 Emergency Streambank Protection Project. This amount represents the sponsor's share of the federal funds received for the fiscal year 2018.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That Council hereby authorizes payment in the amount of \$53,847.00 to the Department of the Army, Corps of Engineers, pursuant to the Project Partnership Agreement signed April 2, 2018 for the design and construction of the Kanawha River, Greenbrier Street to Elk River, Section 14 Emergency Streambank Protection Project. This amount represents the sponsor's share of the federal funds received for the fiscal year 2018.

Councilmember Reishman moved to approve the Resolution. Councilmember Minardi seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 110-18 adopted.

- 4 Your committee on Finance has had under consideration the following resolution, and reports the same to Council with the recommendation that Resolution No. 111-18 be adopted.

Resolution No. 111-18 - Authorizing the General Manager of the Charleston Coliseum and Convention Center or his designee to enter into a contract with Appalachian Power Company (APCO), a copy of which is attached as Exhibit A hereto, for the provision of electric power under APCO's Schedule for Large Capacity Power to the Charleston Coliseum and Convention Center and to lower the KVV demand by the Charleston Coliseum and Convention Center.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the General Manager of the Charleston Coliseum and Convention Center or his designee is hereby authorized to enter into a contract with Appalachian Power Company (APCO), a copy of which is attached as Exhibit A hereto, for the provision of electric power under APCO's Schedule for Large Capacity Power to the Charleston Coliseum and Convention Center and to lower the KVV demand by the Charleston Coliseum and Convention Center.

Councilmember Reishman moved to approve the Resolution. Councilmember Minardi seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared Resolution No. 111-18 adopted.

This Contract, entered into this **10th day of August, 2018** by and between **Appalachian Power Company**, hereafter called the Company, and **Charleston Civic Center, 200 Civic Center Dr, Charleston, WV, 25301-2016**, or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the **Public Service Commission of West Virginia**, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at **200 Civic Center Drive, Charleston, Kanawha County, WV 25301-2016**.

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of **12** month(s) from the time such service is commenced, and continuing thereafter until terminated upon **12** months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be **8/30/2018 12:00:00 AM**.

The electric energy delivered hereunder shall be alternating current at approximately **7200/12470** volts, **4-wire, 3-phase**, and it shall be delivered from **two Company-owned pad mount switches located on the Lee Street (north) side of the building to the Customer's main switchgear, located in the equipment room adjacent the boiler room, (Customer-owned transformation)**, which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located in the **Customer's main electrical switchgear room adjacent the boiler room on the north side of the Grand Hall. (12.47kV primary metered)**.

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Schedule **LARGE CAPACITY POWER PRIMARY**. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Schedule **LARGE CAPACITY POWER PRIMARY**, as regularly filed with the **Public Service Commission of West Virginia**, as long as that schedule is in effect. In the event that the Schedule chosen by the Customer is replaced by a new or revised Schedule incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the Schedule named herein is hereby fixed at **1,700 kW**. If a time-of-day demand is available under the Schedule and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the Schedule minimum monthly billing demand. The amount of capacity requested during the off-peak period is **1,700 kW**.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Appalachian Power Company

Charleston Civic Center

By: _____

By: _____

Alan Bragg

Jim Smith

Title: **Manager, Customer Services**

Title: **Asst Mgr / Director of Operations**

Date: _____

Date: _____

Account Number: **023777520**

**APPALACHIAN POWER COMPANY
WHEELING POWER COMPANY**

**Second Revision of Original Sheet No. 14-1
Canceling First Revision Original Sheet No. 14-1**

(See Sheet Nos. 2-1 through 2-7 for Applicability)

**P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)**

**(SCHEDULE L.C.P.
(Large Capacity Power Service)**

AVAILABILITY OF SERVICE

Available for general service to customers. Customers shall contract for a definite amount of electrical capacity in kilowatts, which shall be sufficient to meet maximum requirements, but in no case shall the contract capacity be less than 1,000 kW.

MONTHLY RATE

<u>Schedule Codes</u>	<u>Service Voltage</u>	<u>Demand Charge (\$/KW)</u>	<u>Off-Peak Excess Demand Charge (\$/KW)</u>	<u>Energy Charge (¢/KWH)</u>	<u>Customer Charge (\$/Month)</u>
386	Secondary	16.279	4.420	3.865	85.00
387	Primary	14.488	2.310	3.752	275.00
388	Subtransmission	12.469	1.59	3.711	375.00
389	Transmission	12.041	1.52	3.609	475.00

Reactive Demand Charge for each KVAR of leading or lagging
reactive demand in excess of 50% of the KW metered demand\$0.70/KVAR

OTHER CHARGES/CREDITS

Service under this Schedule may be subject to the CONSTRUCTION SURCHARGE (Original Sheet No. 27), the ENERGY EFFICIENCY/DEMAND RESPONSE COST RECOVERY RIDER (Original Sheet No. 33), and the VEGETATION MANAGEMENT PROGRAM SURCHARGE (Original Sheet No. 36). This schedule includes the ENEC (Original Sheet No. 34), which is embedded in the rates above.

MINIMUM CHARGE

This Schedule is subject to a minimum monthly charge equal to the sum of the Customer Charge, the product of the Demand Charge and the monthly billing demand, and all applicable adjustments.

LOCAL TAX ADJUSTMENT

To bills for electric service supplied within specified municipalities or political subdivisions which impose taxes based upon the amount of electric service sold or revenues received by the Company, as specified on Original Sheet No. 4-1, will be added a surcharge equal to the percentage shown on Sheet Nos. 4-2, 4-3, and 4-4 to accomplish a recovery of these taxes.

PAYMENT

Bills are due upon receipt. Any amount due and not received by mail, checkless payment plan, electronic payment plan, or at authorized payment agents, of the Company by the "Last Pay Date" shown on the bill shall be subject to a delayed payment charge of 1%. This charge shall not be applicable to local consumer utility taxes.

(C) Indicates Change, (D) Indicates Decrease, (I) Indicates Increase, (N) Indicates New, (O) Indicates Omission, (T) Indicates Temporary

Issued Pursuant to
P.S.C. West Virginia
Case No. 16-0239-E-ENEC
Order Dated June 30, 2016

Issued By
Charles R. Patton, President & COO
Charleston, West Virginia

Effective: Service rendered on or after
July 1, 2016

APPALACHIAN POWER COMPANY
WHEELING POWER COMPANY
(See Sheet Nos. 2-1 through 2-7 for Applicability)

Original Sheet No. 14-2

P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)

SCHEDULE L.C.P.
(Large Capacity Power)
(continued)

MEASUREMENT AND DETERMINATION OF DEMAND AND ENERGY

The billing demand in KW shall be taken each month as the single highest 30-minute peak in KW as registered during the month in the on-peak period by a demand meter or indicator. The monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity or (b) the customer's highest previously established monthly billing demand during the past 11 months.

The off-peak excess demand shall be the amount by which the demand created during the off-peak period exceeds the monthly billing demand.

The reactive demand in KVAR shall be taken each month as the single highest 30-minute peak in KVAR as registered during the month by a demand meter or indicator.

Billing demands shall be rounded to the nearest whole KW and KVAR.

For the purpose of this Schedule, the on-peak billing period is defined as 7 a.m. to 9 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m., local time, for all weekdays, all hours of the day on Saturdays and Sundays, and the legally observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

METERED VOLTAGE ADJUSTMENT

The rates set forth in this Schedule are based upon delivery and measurement of energy at the same voltage. When the measurement of energy occurs at a voltage different than the delivery voltage, the measurement of energy will be compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment or the application of multipliers to the metered quantities. In such cases, metered KWH, KW and KVAR will be adjusted for billing purposes. In cases where multipliers are used to adjust metered usage, the adjustment shall be as follows:

- (a) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (b) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

TERM

The customer shall contract for a definite amount of electrical capacity in kilowatts sufficient to meet its maximum requirements, but in no event shall the contract capacity be less than 1,000 KW.

Contracts will be required for an initial period of not less than two (2) years and shall remain in effect thereafter until either party shall give the other at least one (1) year's written notice of the intention to discontinue service under this Schedule.

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required. The Company reserves the right to make initial contracts for periods longer than two (2) years pursuant to the Extension of Service provision of the Company's Terms and Conditions of Service.

The Company shall not be required to supply capacity in excess of that contracted for except by mutual agreement.

(C) Indicates Change, (D) Indicates Decrease, (I) Indicates Increase, (N) Indicates New, (O) Indicates Omission, (T) Indicates Temporary

Issued Pursuant to
P.S.C. West Virginia
Case No. 14-1152-E-42T
Order Dated May 26, 2015

Issued By
Charles R. Patton, President & COO
Charleston, West Virginia

Effective: Service rendered on or after
May 27, 2015

**APPALACHIAN POWER COMPANY
WHEELING POWER COMPANY
(See Sheet Nos. 2-1 through 2-7 for Applicability)**

Original Sheet No. 14-3

**P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)**

**SCHEDULE L.C.P.
(Large Capacity Power)
(continued)**

SPECIAL TERMS AND CONDITIONS

This Schedule is subject to the Company's Terms and Conditions of Service.

Customers with cogeneration and/or small power production facilities shall take service under Schedule COGEN/SPP or by special agreement with the Company.

**APPALACHIAN POWER COMPANY
WHEELING POWER COMPANY****First Revision of Original Sheet No. 3-1
Canceling Original Sheet No. 3-1****P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)****TERMS AND CONDITIONS OF SERVICE****GENERAL**

Terms and Conditions of Service set forth hereafter are supplementary to the standard "Rules and Regulations for the Government of Electric Utilities" established by the Public Service Commission of West Virginia, which are a part of the Terms and Conditions of Service of the Company. Nothing in the aforesaid Terms and Conditions of Service shall be at variance with the established rules of the Public Service Commission of West Virginia, or be interpreted as divesting the Commission of any of the jurisdiction delegated to it by law.

APPLICATION

A copy of the Tariff Schedule and standard Terms and Conditions of Service under which service is to be rendered to the customer will be furnished upon request at the Company's Office. The Company will explain to the customer, at the beginning of service, or upon request, the Company's rates applicable to the type of service furnished to the customer and all other classes of customers, and will assist the customer in obtaining the rate which is most advantageous to the customer's requirement for service.

A written agreement may be required from each customer before service will be commenced. A copy of the agreement will be furnished the customer upon request.

When the customer desires delivery of energy at more than one point, a separate agreement will be required for each separate point of delivery. Service delivered at each point of delivery will be billed separately under the applicable Schedule.

DEPOSITS

Applicant or customer may be required to make a deposit as a guarantee for the payment of electricity used. Such deposits shall not be more than one-twelfth (1/12) of the estimated annual charge for service for any Residential customer and not more than one-sixth (1/6) of the estimated annual charge for service for any other customer. The Company will pay simple interest at the rate approved for deposits by the Commission. Interest will accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect the refund.

The Company will refund deposits, plus accrued interest, to commercial and industrial customers, only after such customers are deemed by the Company to have established satisfactory credit, which is defined as satisfying the following condition: bills for 24 consecutive months have been paid without a delinquency.

The Company 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 satisfied before being required to return any deposits. The Company will not be required to supply service if an appropriate deposit is not paid as required.

(O)

(O)

(A) Indicates Advance, (C) Indicates Change, (M) Indicates Move, (N) Indicates New, (O) Indicates Omission, (R) Indicates Reduction

Issued Pursuant to
P.S.C. West Virginia
Case No. 15-1673-E-T
Order Dated July 8, 2016

Issued By
Charles R. Patton, President & COO
Charleston, West Virginia

Effective: Bills rendered on or after
August 4, 2016

**APPALACHIAN POWER COMPANY
WHEELING POWER COMPANY**

**First Revision of Original Sheet No. 3-2
Canceling Original Sheet No. 3-2**

**P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)**

TERMS AND CONDITIONS OF SERVICE

PAYMENTS

Bills will be rendered by the Company to the customer monthly in accordance with the Schedule selected applicable to the customer's service with the following exceptions:

All bills are payable via US Mail, through a variety of telephone or electronic means, or at authorized collection agencies of the Company within the time limits specified in the applicable Schedule except all accounts for the State of West Virginia are due upon receipt and payable via US Mail, through a variety of telephone or electronic means, or at authorized collection agencies of the Company within 45 days of the bill preparation date before imposition of any applicable delayed payment charges. Failure to receive a bill will not entitle customer to any discount or to the waiver of any charge for nonpayment within the time specified. 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. When a meter is tested and found to be registering incorrect usage, the customer's bill will be adjusted pursuant to Electric Rule 4.4.

- (C) The employees of the Company shall not be required to accept payment at the customer's premises in lieu of disconnecting service. In lieu of payments being tendered at the premises, the customer shall be afforded no less than one hour in which to remit payment through a variety of telephone or electronic means or at authorized collection agencies of the Company. If the customer has requested such additional period to make the required payment, but fails to make the required payment (or remits a payment that is subsequently dishonored), the Company may proceed to disconnect the service and may charge the customer a fee of \$17.50 (Return Trip Fee). When the customer requests such additional period to make the required payment, the Company shall inform the customer of the Return Trip Fee. When the customer is assessed, and pays, a Return Trip Fee for a payment that is dishonored, the customer shall not be required to pay a bad check fee for such dishonored payment.

(C) AVERAGE MONTHLY PAYMENT PLAN (AMP)

- (C) The Average Monthly Payment (AMP) Plan is designed to spread the customer's total annual electric cost over twelve (12) average monthly payments. The AMP Plan is available to residential service, tariff Schedule S.W.S. and tariff Schedule S.G.S. and when mutually agreeable the AMP Plan may be offered by the Company to customers served under other tariff schedules. Customer eligibility for the AMP Plan is contingent upon twelve (12) months of billing history.

- (C) The AMP Plan is designed to minimize large seasonal variations in electric service billings by allowing the customer to pay an average amount each month based upon the actual billed amounts over the past twelve (12) months.

- (C) The average payment amount is based on the current month's billing, including applicable taxes, plus the eleven (11) preceding months, divided by the total billing days associated with those billings to get a per day average. The average daily amount will be multiplied by thirty (30) days to determine the current month's payment under the AMP Plan. At the next billing period, the oldest month's billing history is dropped, the current month's billing is added, and the average is recalculated to find a new average payment amount. The average is recalculated each month in this manner.

- (C) Monthly variations, upward or downward, may result from variations in usage, and rate changes, but the AMP Plan will serve to minimize large changes due to the averaging of billings over a twelve month period.

- (C) Actual billing will continue to be based upon the applicable rate and meter readings obtained to determine consumption. However, the AMP amount will be identified as a separate item on the electric service bill so that the participating customer will know the amount to pay. The actual billing will also be reflected on the bill as a memo item for the customer's information. The unpaid balance referred to as "balance before payment" will appear on the bill. At such time as an AMP account becomes delinquent, a late payment charge as allowed on the applicable tariff

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**APPALACHIAN POWER COMPANY
WHEELING POWER COMPANY****First Revision of Original Sheet No. 3-3
Canceling Original Sheet No. 3-3****P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)****TERMS AND CONDITIONS OF SERVICE**

may be assessed against the delinquent AMP amount. The difference between actual billings and the averaged billings under the AMP Plan will be carried in a deferred balance that will accumulate both debit and credit differences for the duration of the AMP Plan year--twelve consecutive billing months. At the end of the AMP Plan year (anniversary month), the net accumulated deferred balance is divided by 12 and the result is included in the average payment amount starting with the first billing of the new AMP plan year and continuing for 12 consecutive months. Settlement occurs only when participation in the plan is terminated.

This happens if an account is final billed, if the customer requests termination, or may be terminated by the Company if the customer fails to make two or more consecutive monthly payments on an account. The deferred balance (debit or credit) is then applied to the billing now due.

EQUAL PAYMENT PLAN

- (C) Provided that such customers are enrolled in the Company's Equal Payment Plan (EPP) as of the effective date of these Terms and Conditions of service, year-round residential customers, religious sanctuaries and non-demand metered general service customers, shall have the option of paying bills under the Company's EPP, whereby the total service for the succeeding twelve (12) month period is estimated in advance, and bills are rendered monthly on the basis of one-twelfth (1/12) of the twelve (12) month estimate. The Company may at any time during the twelve (12) month period adjust the estimate so made, and the bills rendered in accordance with such estimate, to conform more nearly with the actual use of service being experienced. The normal equal payment period will be twelve (12) months, commencing in any month selected by the Company, but in those cases where billing is commenced during a month which leaves less than twelve (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 charges for the actual service used during any equal payment period exceeds the bills as rendered on the EPP the amount of such excess shall be paid on or before the due date of the bill covering the last month of the equal payment period in which such excess appears. The customer may, with prior Company approval, pay excess amounts in three equal payments within the quarter immediately following the last month of the equal payment period, except that if the customer discontinues service with the Company under the EPP, any such excess not yet paid shall become payable immediately.

In case the charges for the actual service used during the equal payment period is less than the amount paid under the EPP during such period, the amount of such overpayment shall, either be refunded to the customer or credited on his last bill for the period

If a customer fails to pay bills as rendered on the EPP the Company may withdraw the plan with respect to such customer and restore the customer to billing as provided for in the applicable Schedules, in addition to any other rights which the Company may have under such Schedules in case of arrearage in payment of bills.

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**APPALACHIAN POWER COMPANY
WHEELING POWER COMPANY**

**First Revision of Original Sheet No. 3-4
Canceling Original Sheet No. 3-4**

**P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)**

TERMS AND CONDITIONS OF SERVICE

INSPECTION

It is to the interest of the customer to properly install and maintain his wiring and electrical equipment and the customer shall at all times be responsible for the character and condition thereof. The Company is not required to inspect such wiring and electrical equipment and in no event shall the Company be responsible 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, or in areas where the Company requires electrical inspections, the Company shall withhold furnishing service to new installations until it has received evidence that the inspection laws, ordinances or requirements have been complied with.

Where a customer's premises are located outside of an area where inspection laws, ordinances or requirements are in effect, the Company may require the delivery by the customer to the Company of an agreement duly signed by the owner and tenant (where applicable) of such premises authorizing the connection to the wiring system of the customer and assuming responsibility therefore. The Company shall have no responsibility or liability by virtue of its waiver of this requirement.

SERVICE CONNECTIONS

The Company shall, when requested to furnish service, designate the location of its service connection. The customer's wiring shall be brought outside the building wall nearest the Company's service wires so as to be readily accessible thereto. When service is from an overhead system, the customer's wiring must extend at least eighteen (18) inches beyond the building. Where customers install service entrance facilities which have capacity and layout specified by the Company and/or install and use certain utilization equipment specified by the Company, the Company may provide or offer to own certain facilities on the customer's side of the point where the service wires attach to 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, local authority or the Company.

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

Where service is supplied from an underground distribution system, which has been installed at the Company's expense within the limits of municipal streets, the customer shall make arrangements with the Company for the Company to supply and install a continuous run of cable conductors, including necessary ducts from the manhole or connection box to the service delivery point designated by the Company at the building's exterior wall. The customer shall pay the cost of installing the portion of cable and duct from the property line to the terminus of cable inside the building less a credit for the estimated cost of a similar overhead service drop.

(N) PREPARATION OF ENGINEERING STUDIES AND ESTIMATES

For any project requested by a customer involving the extension or relocation of Company facilities, the Company will provide one original and one revised study and estimate free of charge to the customer within a twelve-month period; provided, however, that if customer requests additional estimates beyond such two estimates within a twelve-month period, the customer shall pay the actual cost of such additional estimates, not to exceed \$100 per estimate.

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**APPALACHIAN POWER COMPANY
WHEELING POWER COMPANY****First Revision of Original Sheet No. 3-5
Canceling Original Sheet No. 3-5****P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)****TERMS AND CONDITIONS OF SERVICE****RELOCATION OF COMPANY'S FACILITIES AT CUSTOMER'S REQUEST**

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

COMPANY'S LIABILITY

The Company will use reasonable diligence in attempting to furnish a regular and uninterrupted supply of energy, but the Company does not guarantee uninterrupted service. The Company shall not be liable for damages or 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 the machinery, transmission lines, distribution lines or other facilities of the Company, extraordinary repairs, or any other occurrences beyond the Company's control, or any act of the Company to interrupt service to any customer whenever such interruption is necessary in the Company's judgment to prevent or limit any instability or disturbance on the electric system of the Company or any electric system interconnected with the Company.

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

The customer shall provide and maintain suitable protective devices on his equipment to prevent any loss, injury, or damage that might result from loss-of-phase conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury or damage resulting from a loss-of-phase 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 Company shall provide customers notice of the requirement concerning protective devices at the beginning of service and at least annually by bill insert or other means.

The Company 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 and protection to its service. All such apparatus shall be and remain the property of the Company.

CUSTOMER'S LIABILITY

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

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

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

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WHEELING POWER COMPANY**

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Canceling Original Sheet No. 3-6**

**P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)**

TERMS AND CONDITIONS OF SERVICE

RELOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

In order to provide service to the customer, the Company shall have the right to construct its poles, lines and circuits on the customer's property, 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 may 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 CUSTOMER

The Tariff Schedules for electric energy included in this tariff are classified by the character of use of such energy and are not available for service except as provided therein.

For Tariff Schedules with contract notice provisions, it shall be understood that at the appropriate notification time, the customer may elect to contract under another Schedule published by the Company and applicable to the customer's requirements, except that in no case shall the Company 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 Schedule elected by the customer.

A customer may not change from one Schedule to another during the term of the contract, except with the consent of the Company.

The service connections, transformers, meters and appliances supplied by the Company for each customer have a definite capacity and no additions by any customer other than residential customers to the equipment, or load connected thereto, shall be allowed, except with the consent of the Company.

- (C) 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 Company, 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 Company's transmission or distribution system. The customer is required to adhere to industry standards, such as those contained in ANSI/IEEE 519, IEEE 1453, or the IEEE/GE voltage flicker criteria, when operating such equipment, and may be required to sign a compliance agreement that incorporates applicable criteria. The customer shall be responsible for all costs associated with mitigating disturbances introduced by the Customer on the Company's transmission or distribution system that are deemed by the Company to be detrimental to the Company's supply of electricity to other customers. The Company may refuse or disconnect service to customers for using electricity or equipment which adversely affects service to other customers. Copies of the applicable criteria will be provided upon request.
- (N) A customer installing electronically controlled production equipment, including but not limited to, variable speed and frequency drives, extrusion lines, computer numerical control (CNC) equipment and other sensitive microprocessor-based processes shall install equipment that is compatible with a utility electrical environment and incorporates voltage sag tolerance into their equipment by complying with applicable recognized voltage sag standards including SEMI F47-0706 (Semiconductor Equipment and Materials Institute), IEC 61000-4-11 and 61000-4-34 (International Electrotechnical Commission), and ITIC (Information Technology Industry Council - CBEMA). Accordingly, the customer shall provide conditioned power for sensitive controls and equipment and ride-through circuitry for critical motors to mitigate the impact of voltage sags. While power quality conditioning measures provide a higher level of tolerance to service delivery voltage fluctuations, customer equipment and electrical systems meeting the guidelines set forth in the above referenced standards are not immune to service delivery voltage fluctuations. If a customer desires "clean" or "computer grade" power, it is the customer's responsibility to supply that level of service.

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WHEELING POWER COMPANY****First Revision of Original Sheet No. 3-7
Canceling Original Sheet No. 3-7****P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)****TERMS AND CONDITIONS OF SERVICE**

While the Company may be the initial judge as to the suitability of apparatus or appliances, and also as to whether the operation of such apparatus or appliances is or will be, detrimental to its general service, the Public Service Commission of West Virginia shall be the proper forum for settling any disputes under this section which cannot be satisfactorily settled between the Company and its customer.

The customer shall make no attachment of any kind whatsoever to the Company's lines, poles, cross arms, structures, meters or other facilities without the express written consent of the Company.

All apparatus used by the customer shall be designed, maintained, and operated 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 Company. The customer should notify the Company of any increase or decrease in the customer's connected load.

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

Resale of energy will be permitted only by electric public utilities subject to the jurisdiction of the Public Service Commission of West Virginia.

DOMESTIC SERVICE

Individual residences shall be served individually under the appropriate Residential schedule. The customer may not take service for two or more separate residences through a single point of delivery under any of the applicable Residential schedules, even if the customer owns all of such residences. Multiunit residential dwellings such as apartment houses, condominiums, townhouses etc., constructed on or after November 13, 1982, shall be individually metered rather than master metered, unless the utility serving the facility, the owner or the designer of the facility or another interested party establishes by clear and convincing evidence, presented to the Commission by petition, that an exception to this rule would be proper. For the purpose of this rule, hospitals, nursing homes, hotels, motels and dormitories are not considered to be multiunit residential dwellings.

Residential tariff schedules shall cease to apply to that portion of a residence which becomes substantially used for business, professional, institutional, or any gainful purposes other than agricultural. The determination of whether a residence is being used for substantial business purposes will exclude incidental business activity for which the customer is not required to obtain a business registration certificate for said business on said premises; and provided that the person is not exempted from paying West Virginia business registration tax. The customer shall be responsible for providing evidence that a business certificate is not required or that he is fee exempt. In all disputed cases, other external indicia will be taken into account, if available. Under these circumstances, the customer shall have the choice: (1) of separating the wiring so that the residential portion of the premises is served through a separate meter under a residential Schedule and the other uses as enumerated above are served through a separate meter or meters under the appropriate general service Schedule, or (2) of taking the entire service under the appropriate general service Schedule. Single phase motors of 10 H.P. or less may be served under a residential Schedule. Larger motors may be served when, in the Company's initial judgment, the existing service facilities of the Company are adequate; however, the Public Service Commission of West Virginia shall be the proper forum for settling any disputes under this section which cannot be satisfactorily settled between the Company and its customer.

Detached buildings or buildings adjacent to, connected with and used exclusively by the residence being served, such as a garage, stable or barn may be served by an extension of the customer's residence wiring through the residential meter.

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WHEELING POWER COMPANY**

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**P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)**

TERMS AND CONDITIONS OF SERVICE

DENIAL OR DISCONTINUANCE OF SERVICE

Except as may be otherwise provided by law, the Company may refuse to provide service to any applicant if the applicant is indebted to the Company for any service theretofore rendered at any location in West Virginia.

The Company shall refuse to provide service if the applicant has not complied with state and municipal regulations governing electric service and the approved rules of the utility. The Company shall refuse to provide service to any applicant, if in the Company's 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. In the case of the Company's refusal to provide service, the Company will inform the applicant of the basis for its refusal and the applicant may appeal to the Public Service Commission of West Virginia for decision.

The Company may terminate service without notice to the customer where the physical facilities of the Company have been tampered with to provide unauthorized service or where a dangerous condition is found to exist on the customers' premises.

Any discontinuance of service shall not terminate an electric service agreement between the Company and the customer nor shall it abrogate any minimum charge which may be effective. However, any customer served under an electric service agreement, which has been assessed such minimums, shall be entitled to a credit or refund for the prorated portion of such minimums if the customer is reconnected during the unexpired term of the electric service agreement or rate schedule, or if a new customer is connected at the same location. The proration herein shall consider both the number of months remaining to the end of the electric service agreement or rate schedule term of the customer paying such minimum and the minimum bill established for the reconnection or new customer.

The Company's policy for discontinuance of service for nonpayment of bills, including bills theretofore rendered for service to any location, for fraud or for violation of the Company's Terms & Conditions of Service, including failure to provide and maintain adequate security for payment of bills as requested by the Company, will conform with those conditions specified in Section 4.8 of the "Rules and Regulations for the Government of Electric Utilities" as prescribed by the Public Service Commission of West Virginia.

RECONNECTION CHARGE

- (C) In cases where the Company has discontinued service at the meter for nonpayment of bills and/or other cases stipulated herein, the company reserves the right to make a reconnection charge payable in advance, provided that when service has been disconnected for nonpayment, a customer may be permitted to incorporate the reconnection charge into any payment agreement entered into under the Commission's Rule 4.8. When payment is made during regular business hours of 8:00 AM and 5:00 PM, Monday-Friday (Non-Holiday), service will be reconnected the same day for a reconnect charge of \$17.50. For payments made after the hour of 5:00 PM, Monday-Friday, service will be reconnected the same day for a reconnect charge of \$26, provided service can be reconnected before dark. If service can not be reconnected before dark, then service will be reconnected between 8:00 AM and 12:00 Noon the next regular business day for a reconnect charge of \$17.50. However, in lieu of waiting for the next business day the customer shall have the option of paying a \$75 reconnection charge for reconnection the next non-business day. Absent a bona fide emergency, the Company will not be required to make reconnection of service after dark, pursuant to a waiver of Electric Rule 4.8.1.a.F. Life-support customers whose service is disconnected and reconnected by remote means shall not be subject to such reconnect charges.

Service will normally be disconnected at the meter. However, in cases where another means of disconnection is necessary, the actual cost will be the reconnection charge, but not less than the amount specified above for disconnect at the meter.

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WHEELING POWER COMPANY****First Revision of Original Sheet No. 3-9
Canceling Original Sheet No. 3-9****P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)****TERMS AND CONDITIONS OF SERVICE****(O)**

Where service has been discontinued at the request of the customer, and where the same customer requests that the service be reconnected within a period of 8 months from the date that service was discontinued, the customer will be required to pay (1) the avoided monthly customer charges associated with the rate schedule on which the customer was previously receiving service, plus (2) the reconnection charge in accordance with the above stated reconnection charges.

CUSTOMER INVESTIGATION CHARGE

In the case where a customer reports a power outage at a remotely monitored, unmanned facility, and it is subsequently confirmed that the outage was due to a problem on the Customers equipment, the Company may charge the customer \$100.00 for the outage investigation.

BAD CHECK CHARGE

- (C)** If the Company receives a negotiable instrument from a customer as payment of any bill, charge or deposit, and if such instrument (including electronic payment) is subsequently dishonored or is uncollectible for any reason, the Company may charge a processing fee of \$3.31.

CREDIT CARD PAYMENTS

- (C)** The Company may, at its discretion, accept any payments from its customers by means of a valid credit card.

CAPACITY AND ENERGY EMERGENCY CONTROL

A copy of Appalachian Power Company's Capacity and Energy Emergency Control Program, as approved by the Commission, is on file in the Executive Secretary's Office of the Public Service Commission of West Virginia. The Program is designed to provide:

- a) means for minimizing the effect on customer service of a major power system disturbance involving a rapid decline in system frequency;
- b) a plan for full utilization of emergency capacity resources and for orderly reduction in the aggregate customer demand on the Appalachian Power Company System in the event of a capacity deficiency; and,
- c) a plan for reducing the consumption of electric energy on the Appalachian Power Company System in the event of a severe coal shortage, such as might result from a general strike in the coal mines.

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**APPALACHIAN POWER COMPANY
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**P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)**

TERMS AND CONDITIONS OF SERVICE

RESIDENTIAL EXTENSIONS OF SERVICE

1. Pursuant to the following policy, the Company will construct line extensions to serve new permanent single-family residential dwellings capable of being occupied by customers on a year-round basis. Line extensions shall be built by the Company in accordance with its construction standards and shall be single-phase, unless the Company elects to build poly-phase lines. Any extension, regardless of whether it is financed in whole or in part by customers, shall be the property of the Company, and customers participating in the financing will agree that the ownership of the line extension is vested in the Company. The Company shall be under no obligation to commence construction of extensions until such time as the customer(s) have, in the opinion of the Company, demonstrated significant progress toward completion of the residence(s) to be served. Meters, transformers and service drops shall not be considered as parts of a line extension and shall be provided free of charge as provided for in Electric Rule 5.6.

2. Extensions up to 1,000 feet

The Company will construct, without charge to a prospective customer, up to 1,000 feet of primary and/or secondary voltage facilities (excluding service drops) as necessary to enable the Company to provide service to each permanent residential dwelling by means of a service drop to the nearest point of attachment on the dwelling. The beginning point of any extension shall be the nearest practical point of connection to the Company's existing distribution system having like phase and voltage as that to be constructed to serve the dwelling.

3. Extensions in excess of 1,000 feet

When the provision of service requires an extension of primary and/or secondary facilities (excluding service drops) in excess of 1,000 feet, the Company will construct the required facilities beyond 1,000 feet subject to a monthly Line Extension Surcharge for 36 consecutive months. The amounts of any monthly Line Extension surcharges are set forth in the Company's Tariff Schedule LE and are based on the total length of the required line extension. The Customer shall agree in writing to pay the monthly Line Extension Surcharge as a condition of electric service, such surcharge to be included on the Customer's monthly bill for electric service for a period of 36 months.

4. Additional Facilities Requested by the Customer

In determining the facilities to be provided to the Customer pursuant to section's A.2 and A.3, the Company will determine the most economical line route that complies with construction standards and will permit the dwelling to be served by means of an aerial service drop to the nearest point of attachment on the dwelling. If the customer desires to receive service at an alternative point of attachment that requires the construction of additional primary and/or secondary facilities, the cost of the additional facilities shall be the responsibility of the customer and shall be paid for by the customer as a Contribution in Aid-of-Construction (CIAC) in advance of service being provided.

5. Right-of-Way Clearing

- (C) The Company will be responsible for all Right-of-Way (ROW) clearing costs associated with the first 1,000 feet of a residential line extension constructed pursuant to sections A.2 and A.3, above. For line extensions greater than 1,000 feet, the customer shall be responsible for all required ROW clearing costs beyond the first 1,000 feet, in which case the customer may elect to perform the clearing himself or contract with a third party or pay the Company to perform the clearing. If the Customer requests the utility to perform the right-of-way clearing, the Customer shall pay the estimated cost of clearing in advance of construction or, at the customer's election, pay a monthly ROW Surcharge equal to 2.1% of the estimated clearing cost for a period of 60 months. Such ROW surcharge shall be billed monthly and included as a part of the customer's monthly electric bill. Customers electing to pay a monthly surcharge shall agree to take service for a period of not less than five years and pay all related bills.

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WHEELING POWER COMPANY****Original Sheet No. 3-10A****P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)****TERMS AND CONDITIONS OF SERVICE****6. Right-of-Way Easements and Permits**

In cases where it is not feasible or practical to construct lines on public rights-of-way and it is necessary to secure private rights-of-way and/or other permits, the Customer(s) shall secure the same or assist the Company in obtaining such private rights-of-way and/or permits, without cost to the Company, before construction shall commence. The Company shall be under no obligation to commence construction of extensions until such time as the necessary rights-of-way and/or permits have been obtained.

If the Customer and the Company are unable to obtain the best rights-of-way, consistent with standard engineering practices, required in order to provide the requested service and, it becomes necessary for the Company to secure rights-of-way and/or permits by purchase or condemnation, the Company and the Customer shall share equally in the costs. The Customer shall pay his share of the costs in advance of construction or, at the Customer's election, pay a monthly ROW Surcharge equal to 2.1% of the cost for a period of 60 months. Such ROW surcharge shall be billed monthly and included as a part of the customer's monthly electric bill. Customers electing to pay a monthly surcharge shall agree to take service for a period of not less than five years and pay all related bills.

When the Customer and/or the Company are unable to obtain the best right-of-way consistent with standard engineering practices, the Company shall choose the more economically feasible option of undertaking condemnation or providing service to the Customer by an alternate route.

7. Surcharge Adjustments for Additional Customer(s)

If additional customer(s) request permanent service requiring a connection beyond 1,000 feet on a previous line extension(s) subject to surcharge(s) pursuant to section A.3, the previously established surcharge(s) will be prorated equally among all customers connected beyond 1,000 feet on the original extension(s) for the remaining payment term of such surcharge(s). If service to the additional customer(s) requires any additional line extension(s), the additional customer(s) will be responsible for any surcharges applicable to their own extension(s) plus the prorated share of the remaining surcharge(s) of the previous extension(s).

8. Acceleration or Assumption of Surcharge Responsibility

If any Customer paying surcharge(s) pursuant to sections A.3, A.5, A.6 and/or A.7 ceases to take service at the service location, he shall not be relieved of his obligation to pay any remaining surcharge amounts. In such event, the remaining balance of the applicable surcharge(s) shall become immediately due and payable by the Customer to the Company, unless the agreement(s) under which the service was provided are assumed by a new customer. It shall be the responsibility of the original Customer to provide documentation to the Company of any such assumption.

NON-RESIDENTIAL EXTENSIONS OF SERVICE

1. The Company will make extensions or expansions of its overhead facilities for non-residential service in accordance with the following provisions. For purposes of this section, non-residential service shall include any separately metered appurtenant structures of residential dwelling units such as garages, wells and barns.

2. The Company will supply and meter at one delivery point through overhead facilities of a kind and type of transmission and/or distribution line and substation equipment normally used by the Company. Whenever a Customer requests the Company supply electricity in a manner which requires equipment or facilities other than that which the Company would normally provide, the customer will pay the Company a Contribution in Aid-of-Construction equal to the additional cost of all such special equipment or facilities. This contribution will be in addition to a Customer Advance for Construction (CAC) or other obligation of the Customer required under the remaining provisions of this section.

(C) Indicates Change, (D) Indicates Decrease, (I) Indicates Increase, (N) Indicates New, (O) Indicates Omission, (T) Indicates Temporary

Issued Pursuant to
P.S.C. West Virginia
Case No. 14-1152-E-42T
Order Dated May 26, 2015

Issued By
Charles R. Patton, President & COO
Charleston, West Virginia

Effective: Service rendered on or after
May 27, 2015

**APPALACHIAN POWER COMPANY
WHEELING POWER COMPANY**

Original Sheet No. 3-11

**P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)**

TERMS AND CONDITIONS OF SERVICE

3. Right-of-Way Clearing, Easements and Permits

In those cases where it is not feasible or practical to construct lines on public rights-of-way and it is necessary to secure rights-of-way and/or other permits, the Customer shall secure the same or assist the Company in obtaining such rights-of-way and/or permits. The Company shall be under no obligation to commence construction of extensions until such time as the necessary rights-of-way and/or permits have been obtained, and the Customer have, in the opinion of the Company, demonstrated significant progress toward receipt of service.

The Company will be responsible for all ROW clearing required to extend its facilities and the cost of such clearing will be included in the estimated cost of the extension. The Customer shall have the option to perform the clearing himself or contract with a third party to perform the clearing.

If the Customer and the Company are unable to obtain the best right-of-way, consistent with standard engineering practices, required in order to provide service and, it becomes necessary for the Company to secure rights-of-way and/or permits by purchase or condemnation, all associated costs will be included in the estimated cost of the extension.

When the Customer and/or the Company are unable to obtain the best right-of-way consistent with standard engineering practices, the Company shall choose the more economically feasible option of undertaking condemnation or providing service to the Customer by an alternate route.

4. Extension Allowances

For new permanent single phase loads up to and including 25 kW of estimated demand, the Company will extend service not more than 150 feet from existing secondary facilities of 300 volts or less having adequate capacity, at no charge to the Customer.

For all other extensions or expansions required to serve permanent new or expanded loads, the Company may require a CAC from the Customer prior to making the extension or expansion, based upon an analysis of the economic justification of making such extension or expansion. The Company will extend or expand its facilities at its expense provided that the estimated cost of the extension or expansion does not exceed the product of the estimated additional annual gross revenue to be derived from the service from each new customer connecting to the extension and the appropriate Gross Revenue Multiplier from the table below:

<u>Estimated Capacity Requirement For Each Customer Connection</u>	<u>Gross Revenue Multiplier</u>
1 – 99 kW	4.0
100 – 999 kW	3.5
1,000 kW and higher	2.5

The annual gross revenue is defined as the estimated annual revenue calculated in accordance with the applicable rates for the service to be provided, less any revenue based taxes and associated surcharges, and any other surcharges as the Commission may specifically exempt from the determination of a customer's CIAC.

The estimated cost of an extension is defined as the total cost of the extension, including the cost of any ROW clearing, easements and permits, but excluding the cost of a meter, transformer and service drop as provided for in Electric Rule 5.6.

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**APPALACHIAN POWER COMPANY
WHEELING POWER COMPANY****Original Sheet No. 3-11A****P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)****TERMS AND CONDITIONS OF SERVICE****5. Additional Customers**

During the 60 month period following completion of a line extension, the Company will make refunds to a Customer(s) for any new permanent electric service connected between the beginning and original terminus of the facilities for which that customer paid a CAC pursuant to section B.4. Such refund will only be made to the original Customer(s) who paid a CAC and will not include any amount of CIAC for underground service made under the provisions of the Company's underground service plan. The amount of any such refund shall be determined based on non-residential line extension refund factors set forth in Company's Tariff Schedule L.E. In no event will the amount of any refund exceed the amount of CAC paid by the Customer(s).

6. Other Conditions

If the Company has reason to question: (1) the financial stability of the Customer requesting an extension or expansion of service, or; (2) that the duration of the Customer's electric service requirement will not exceed 10 years, or; (3) if the Customer's service requirements are seasonal or temporary, or; (4) if the Customer requires special facilities to meet the Customer's service requirements, the Company may, in addition to imposing a CAC as determined under the provisions of this section, (a) require the customer to execute an Advance and Refund Line Extension Agreement which will be filed with the Commission; (b) require that the service be provided under the terms of Schedule T.S., under which the Customer is required to pay an additional charge equal to the total cost of installation, connection, disconnection and removal of the facilities required to serve the temporary load; (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 tariff schedule.

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**APPALACHIAN POWER COMPANY
WHEELING POWER COMPANY**

Original Sheet No. 3-12

**P.S.C. W.VA. TARIFF NO. 14 (APPALACHIAN POWER COMPANY)
P.S.C. W.VA. TARIFF NO. 19 (WHEELING POWER COMPANY)**

TERMS AND CONDITIONS OF SERVICE

VOLTAGES

The standard nominal distribution service voltages within the service area of the Company are:

<u>Secondary</u>		<u>Primary</u>
<u>Single Phase</u>	<u>Three Phase</u>	<u>Three Phase</u>
120/240 volts	120/208 volts	4.16/ 2.4 kV
120/208 volts	120/240 volts *	12.47/7.2 kV
	277/480 volts	34.5/19.9 kV

* The use of 120/240 volt, three phase service is discouraged in certain conditions, and/or may require special protective equipment. 120/240 volt, three phase service is not offered from 19.9/34.5 kV primary lines or from three phase padmounted transformers.

The standard subtransmission and transmission voltages within the service area of the Company are:

<u>Subtransmission</u>	<u>Transmission</u>
<u>Three Phase</u>	<u>Three Phase</u>
34.5 kV	138 kV or higher
46.0 kV	
69.0 kV	

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5. Your committee on Finance has had under consideration the following committee report, and reports the same to Council with the recommendation that committee report pass.

A bid submitted by SHI International Corp. in the amount of \$47,740.15, for purchase of Security Information and Event Management System Software to be used by the Information Systems Department.

To be charged to Account No. 001-975-00-439-4-459, Information Systems – Capital Outlay

Councilmember Reishman moved to approve the Committee Report. Councilmember Minardi seconded the motion. With a majority of members elected recorded thereon as voting in the affirmative the Mayor declared the Committee Report adopted.

Security Information and Event Management System -
Information Systems Department

Bid Opening:
August 13, 2018
@ 11:00 a.m.

	SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873 P: (888) 764-8888 Chris_Rebele@SHI.com				Tobias International, INC. 16408 Red Wagon Lane Leander, TX 78641				nCompass Networks #4 Stonecrest Drive Huntington, WV 25701 P: (304) 529-6069 dchambers@4NCN.com				NetworkInnovation Solutions 821 4th Ave. Huntington, WV 25701 P: (304) 781-3410 bjohnson@gonis.us	
	Bid #1		Bid #2		Bid #1		Bid #2		Bid #1		Bid #2		Bid #1	
	Program/Soft	Unit Cost	Program/Soft	Unit Cost	Program/Soft	Unit Cost	Program/Soft	Unit Cost	Program/Soft	Unit Cost	Program/Soft	Unit Cost	Program/Soft	Unit Cost
SIEMS	SolarWinds Log & Event Manager	\$31,141.78	SolarWinds Log & Event Manager + Network Performance	\$47,740.15	SolarWinds Log & Event Manager/Net work Performance	\$48,963.20	SolarWinds Log & Event Manager/Net work Performance	\$50,155.10	SolarWinds Log & Event Manager/Net work Performance	\$66,759.23	Rapid 7 Tools	\$119,460.25		
Implementation	same day		same day		5 days		20 days		20 days		30 days			
Total Bid	\$31,141.78		\$47,740.15		\$48,963.20		\$50,155.10		\$66,759.23		\$119,460.25			

REPORTS OF OFFICERS

NONE

NEW BILLS

Introduced by Councilmember Rutha Chestnut on September 4, 2018:

Bill No. 7789 - A Bill to establish a No Parking Tow-Away zone on the west side of Bigley Avenue from a point 138 feet north of Westmoreland Road to a point 209 feet north of Westmoreland Road and amending the Traffic Control Map and Traffic Control File
Refer to Streets and Traffic Committee.

Introduced by Councilmember Jeanine Faegre on September 4, 2018:

Bill No. 7790 - A Bill to establish a No Parking Tow-Away zone on the south side of Indiana Avenue from the intersection of Glen Street to a point 180 feet to the east and amending the Traffic Control Map and Traffic Control File
Refer to Streets and Traffic Committee.

Introduced by Councilmember Jeanine Faegre on September 4, 2018:

Bill No. 7791 - A Bill to establish a 15 mph speed limit on Grove Avenue and amending the Traffic Control Map and Traffic Control File
Refer to Streets and Traffic Committee.

ADJOURNMENT

The Clerk, JB Akers, called the closing roll call:

YEAS: Burton, Ceperley, Chestnut, Clowser, Davis, Ealy, Faegre, Haas, Hoover, Ireland, Jones, King, Minardi, Overstreet, Reishman, Richardson, Salisbury, Snodgrass, Talkington, Mayor Jones
NAYS: NONE

ABSENT: Burka, Harrison, Lane, Persinger, Smith, Steele, Ware

At 7:12 p.m., by a motion from Councilmember Richardson, Council adjourned until Monday, October 17, 2018, at 7:00 p.m., in the Council Chamber in City Hall.

Danny Jones, Honorable Mayor

JB Akers, City Clerk