

**AMENDED AND RESTATED  
AGREEMENT FOR THE PROVISION OF  
ELECTRIC SERVICE TO MUNICIPALITIES  
AND COUNTIES OF THE  
COMMONWEALTH OF VIRGINIA FROM  
VIRGINIA ELECTRIC AND POWER COMPANY**

**THIS AMENDED AND RESTATED AGREEMENT** (this “Agreement”) is made and entered into effective August 1, 2014 (the “Effective Date”), by and between the **VIRGINIA ENERGY PURCHASING GOVERNMENTAL ASSOCIATION**, a joint powers association representing member units of political subdivisions of the Commonwealth of Virginia (“VEPGA”), and **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation (“Dominion Virginia Power” or the “Company”). VEPGA and Dominion Virginia Power may hereafter be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on March 8, 2011, the Parties entered into the *Amended and Restated Agreement for the Provision of Electric Service to the Municipalities and Counties of the Commonwealth of Virginia from Virginia Electric and Power Company* (the “2011 Agreement”) wherein VEPGA agreed, among other things, to bind its members to select Dominion Virginia Power as their sole provider of retail electric service for the duration of the 2011 Agreement, and to the rates, terms and conditions of the 2011 Agreement; and

WHEREAS, the 2011 Agreement was set to expire on June 30, 2014; and



WHEREAS, on June 30, 2014, the Parties mutually agreed in Amendment No. 4 to the 2011 Agreement to extend the term of the 2011 Agreement, from June 30, 2014 through and including July 31, 2014. As such, the Parties agreed that all terms of the 2011 Agreement and its Amendment No. 1, Amendment No. 2, and Amendment No. 3 – including all rates of Amendment No. 3 (April 1, 2011 base rates and July 1, 2013 rates for VEPGA’s generation riders, transmission rider, and Fuel Charge Rider A) – would remain in effect through and including July 31, 2014. In addition, Amendment No. 4 included VEPGA’s annualized base, fuel, and other rider revenue requirements to be implemented for usage on and after August 1, 2014 under the provisions of this Agreement; and

WHEREAS, the Parties signed an Agreement in Principle Letter (the “Agreement in Principle Letter”), dated July 24, 2014, that set forth the basis and terms by which this Agreement would be drafted and executed by the Parties by July 29, 2014; and

WHEREAS, the Parties thereafter have mutually agreed that it is acceptable to have this Agreement executed no later than July 31, 2014; and

WHEREAS, in the Agreement in Principle Letter, the Parties agreed that the provisions and terms set forth therein would be incorporated into this Agreement; and

WHEREAS, the Agreement in Principle Letter stated the rates and riders that are to be billed to VEPGA from August 1, 2014, through and including June 30, 2018, in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties contract and agree as follows:

**A. PURCHASE AND SALE****1. EXCLUSIVE PROVIDER OF ELECTRIC SERVICE**

VEPGA covenants and agrees that it will take all actions necessary to bind its members (a) to select Dominion Virginia Power as their sole provider of retail electric service (as set forth in Section A.2, below) for the duration of the Term of this Agreement (as defined in Section B. below), and (b) to the rates, terms and conditions of this Agreement. It is understood and agreed, however, that VEPGA will not bind its members with respect to matters addressed now in any addenda or account-specific subjects under the 2011 Agreement or in the future in any addenda or account-specific subjects under this Agreement; such addenda or account-specific subjects may include selection of rate schedules, determination of applicable accounts, contract minimum specifications, or terms of service unique to specific connection points.

Any addenda or account-specific subjects addressed in conjunction with the 2011 Agreement and its Amendments No. 1, No. 2, No. 3, and No. 4 shall remain in effect except that on and after August 1, 2014, any references to the 2011 Agreement and its Amendments No. 1, No. 2, No. 3, and No. 4 shall, as appropriate, be deemed to encompass this Agreement. Nothing in this Agreement shall be construed as precluding Dominion Virginia Power or the Customer (as defined in Section 2 of this Agreement) from entering into a separate contract for services of a special nature.

**2. PURCHASES FROM THE COMPANY**

Each of VEPGA's members that have been bound pursuant to Section A.1, above, of this Agreement (the "Customer") will purchase from Dominion Virginia Power, and Dominion Virginia Power will sell to the Customer, pursuant to the provisions of this Agreement, to the Terms and Conditions for the Provision of Electric Service to Municipalities and Counties, attached hereto as Attachment A (for Terms and Conditions effective August 1, 2014), and to the Rate Schedules attached hereto as Attachment B (for riders and rate schedules effective August 1, 2014), and made a part hereof, the services requested by the Customer (including the service being furnished on the Effective Date) within the territory served by the Company in the Commonwealth of Virginia. VEPGA members as of the Effective Date are listed on Attachment C to this Agreement.

For purposes of this Agreement, "electric service" includes the provision by Dominion Virginia Power to the Customer of electric delivery service, electricity supply service, related utility services, and – where applicable – the interconnection of electric generators with the Company.



### 3. Purchases from the Customer

The Company will purchase electricity from the Customer's generating facilities under a separate agreement in accordance with the Public Utility Regulatory Policies Act of 1978 (PURPA) and the federal and Virginia rules that implement PURPA, if the generating unit qualifies for such treatment. The Customer may participate in any formal Company solicitation for capacity and energy based on the Company's needs. The Customer also may contract for the sale of electricity to the Company in accordance with the availability, pricing, and terms and conditions of the Company's Virginia Jurisdictional Rate Schedule 19 and applicable terms and conditions of contracts for the sale of electricity to the Company, except that sales of electric service from Dominion Virginia Power to the Customer shall be made in accordance with this Agreement. The Company's Virginia Schedule 19 is on file with the State Corporation Commission of Virginia ("SCC") as part of the Company's Terms and Conditions and Schedules for the Provision of Electric Service.

Notwithstanding the preceding paragraph, if PURPA is repealed, or if other changes or modifications occur (or, prior to the Effective Date, have occurred) to the laws or rules affecting Dominion Virginia Power's obligations to purchase electricity or the conditions of sale related thereto, Dominion Virginia Power shall revise its practices to be consistent with such changes and may, at its option, no longer elect to enter into agreements for the purchase of electricity from the Customer to the extent permitted by applicable law and rules.

## B. TERM

The term of this Agreement (the "Term") shall be from August 1, 2014 through and including June 30, 2018.

## C. BASE RATES AND CHARGES, RATE ADJUSTMENT CLAUSE RATES AND CHARGES, AND TERMS AND CONDITIONS

### 1. BASE REVENUES, RATES AND CHARGES

The Parties agree to a base revenue increase of \$434,992.

- a. The base revenue increase is part of an overall "black box" settlement that addresses return on equity ("ROE"), capital structure, allocation, the North Anna 3/off-shore wind write-off adjustment; and revenue migration which is associated with Customers switching between VEPGA's traditional rate schedules, as well as between VEPGA's Rate Schedule 130 and the new Rate Schedule 134.
- b. A base revenue increase for VEPGA normally would have become effective on July 1, 2014. However, the 2011 Agreement's Amendment No. 4 extended in full force and effect VEPGA's then current base rate revenues from June 30, 2014 through and including July 31, 2014 (the "Extended Period"). As a result, the



\$434,992 base revenue increase is effective for VEPGA on August 1, 2014. In addition, the base revenue increase is reflected fully through a change only in the Basic Customer Charge of each VEPGA rate schedule. Such rate schedules are effective from August 1, 2014 through and including June 30, 2018, and are included in Attachment B, attached hereto and made a part of this Agreement.

- c. Effective August 1, 2014, certain rate schedules include other rate design changes as mutually agreed to by the Parties and as included in Attachment B.
  - d. As stated in the 2011 Agreement, Dominion Virginia Power and VEPGA agreed to keep the nuclear decommissioning revenue requirements for VEPGA and Metropolitan Washington Airport Authority (“MWAA”) in separate accounts during the term of the 2011 Agreement. During the Term of this Agreement, the Parties agree to continue to keep the VEPGA and MWAA nuclear decommissioning revenue requirements in separate accounts. As of December 31, 2012, neither VEPGA’s nor MWAA’s nuclear decommissioning status was under-funded.
  - e. The base rates do not include any nuclear decommissioning costs, since the nuclear decommissioning status of each of the separate VEPGA and MWAA accounts is fully funded. At the termination date of this Agreement, if the Parties do not reach a mutual agreement to extend or replace this Agreement, the Parties agree to develop a mutually agreeable procedure to collect from VEPGA and/or MWAA any under-funded amounts, as determined by a decommissioning funding analysis, as of the end of the Term of this Agreement. The Company will contribute any additional nuclear decommissioning funds collected from VEPGA and/or MWAA to the decommissioning fund under the VEPGA and/or MWAA account, as applicable.
  - f. Future electric service agreements between VEPGA and Dominion Virginia Power will include the separate under-funded amounts in the VEPGA and MWAA nuclear decommissioning accounts until such time that VEPGA authorizes Dominion Virginia Power to combine the VEPGA and MWAA nuclear decommissioning funding levels. Until that notification is received, Dominion Virginia Power will continue to track VEPGA’s and MWAA’s nuclear decommissioning funds separately.
- 2. BIOMASS CONVERSIONS, BRUNSWICK COUNTY, BEAR GARDEN, VIRGINIA CITY HYBRID ENERGY CENTER, AND WARREN COUNTY RATE ADJUSTMENT CLAUSES**
- a. The following VEPGA rate adjustment clauses, which recover Dominion Virginia Power’s costs associated with the Biomass Conversions; the Brunswick County Power Station (“Brunswick County”); the Bear Garden Generating Facility (“Bear Garden”); the Virginia City Hybrid Energy Center (“VCHC”); and the Warren



County Power Station (“Warren County”), were established in the 2011 Agreement. Collectively, the aforementioned rate adjustment clauses may be referred to elsewhere in this Agreement as “Generation RAC.”

- b. In accordance with the 2011 Agreement, VEPGA’s updated Generation RAC rates, which were established on January 25, 2014, carry forward and are effective to Customers in this Agreement. Normally, VEPGA’s revised Generation RAC rates would have become effective on July 1, 2014. However, the 2011 Agreement’s Amendment No. 4 extended in full force and effect VEPGA’s then current Generation RAC rates through the Extended Period.
- c. There will be no retroactive billing to July 1, 2014 related to the extension of VEPGA’s Generation RAC rates through the Extended Period. However, the Parties recognize that the true-up for VEPGA’s Generation RACs will include the actual revenues collected for each month, plus any over- or under-recovery resulting from extending the 2011 Agreement, as amended, through the Extended Period, pursuant to Amendment No. 4 to the 2011 Agreement.
- d. As a result of the extension of VEPGA’s Generation RAC rates, as described above, the initial revised annualized revenue requirements for VEPGA’s Generation RACs are effective for VEPGA on August 1, 2014. The VEPGA Generation RACs are billed to VEPGA by Dominion Virginia Power through the following VEPGA riders:

| <b>AUGUST 1, 2014 INITIAL ANNUALIZED REVENUE REQUIREMENTS FOR THE VEPGA GENERATION RACs</b> |                     |   |
|---|---------------------|---|
| <b>Rider</b>  | <b>Description</b>  | <b>Initial Annualized Revenue Requirement (in Millions)</b> |
| B-CM  | Biomass Conversions | \$ 1.105  |
| BW-CM   | Brunswick County    | \$ 5.962  |
| R-CM  | Bear Garden         | \$ 4.813  |
| S-CM  | VCHEC               | \$17.051  |
| W-CM  | Warren County       | \$ 7.490  |

- e. VEPGA Riders B-CM, BW-CM, R-CM, S-CM, and W-CM are designed on a per-kilowatt-hour or per-kilowatt-basis, depending upon the rate schedule.
- f. The initial rates for VEPGA Riders B-CM, BW-CM, R-CM, S-CM, and W-CM are effective for usage on and after August 1, 2014, through and including October 31,



2014, and are based on the revenue requirements shown in the above table. On November 1, 2014, the initial VEPGA Riders B-CM, BW-CM, R-CM, S-CM, and W-CM will be revised solely to add a rate to each such VEPGA rider for Rate Schedule 133; accordingly, the effective date of each of these VEPGA riders will be for usage on and after November 1, 2014 through and including June 30, 2015.

- g. Beginning in 2015 and continuing during 2016, 2017, and 2018, VEPGA Riders B-CM, BW-CM, R-CM, S-CM, and W-CM shall be determined in accordance with all of the following:
  - 1) The revenue requirements for VEPGA Riders B-CM, BW-CM, R-CM, S-CM, and W-CM will be consistent with revenue requirements for the Company's Riders B, BW, R, S, and W filed with the SCC for the Company's Virginia Jurisdictional customers and ultimately trued-up using their most recent SCC Final Orders for Riders B, BW, R, S, and W; and
  - 2) The SCC-approved ROE, plus any statutory enhancement, for the Company's Virginia Jurisdictional Riders B, BW, R, S, and W; and
  - 3) The SCC-approved capital structure for the Company's Virginia Jurisdictional Riders B, BW, R, S, and W; and
  - 4) The applicable Average and Excess demand allocation factor, less 0.10%.
  
- h. With the exception of VEPGA's Rider BW-CM, the revenue requirements for VEPGA's Generation RACs will be comprised of projected costs for the rate year April 1 through March 31, and an annual deferral and true-up mechanism for the prior calendar year, consistent with the annual update for the Company's Virginia Jurisdictional customers. For VEPGA's Rider BW-CM, the revenue requirement will be comprised of projected costs for the rate year September 1 through August 31, and an annual deferral and true-up mechanism for the prior calendar year, consistent with the annual update for the Company's Virginia Jurisdictional customers.
  
- i. Beginning in 2015 and continuing during 2016, 2017, and 2018, Dominion Virginia Power agrees to notify VEPGA in writing by January 25 of each year of the updated revenue requirements for VEPGA Riders B-CM, BW-CM, R-CM, S-CM, and W-CM to become effective for billing to VEPGA at the same levels on the following July 1, pursuant to the provisions of Section L., below. Such riders shall go into effect subject to any adjustment, consistent with this Agreement and based upon agreement of the Parties resulting from changes identified from an audit by VEPGA should VEPGA choose to perform such an audit.
  
- j. Page 1 of Attachment D shows the specifics of future filings for Riders B, BW, R, S, and W.



- k. Costs for VEPGA’s Riders B-CM, BW-CM, R-CM S-CM, and W-CM will be allocated among VEPGA’s rate schedules using VEPGA’s choice of the following methods:
  - 1) An allocation methodology of fifty percent (50%) energy and fifty percent (50%) demand to spread such costs among VEPGA rate classes, or
  - 2) An across-the-board percentage change in each of the VEPGA Generation RACs.

In lieu of the methodologies in Sections C.2.k.1) and C.2.k.2), above, the Parties may use a methodology that is mutually agreeable to the Parties.

- l. Beginning on January 25, 2015 and continuing each January 25 thereafter during the Term of this Agreement, Dominion Virginia Power will provide VEPGA with workpapers showing the derivation of the Average and Excess Cost Allocation Factor that is used in determining the revenue requirements for VEPGA’s Generation RACs.

**3. TRANSMISSION RATE ADJUSTMENT CLAUSE**

A rate adjustment clause to recover Dominion Virginia Power’s costs associated with transmission (“Transmission RAC”) was established in the 2011 Agreement and is billed to VEPGA by Dominion Virginia Power through VEPGA Rider T-CM, as described below:

- a. In accordance with the 2011 Agreement, the updated VEPGA Transmission RAC rates, which were established on January 25, 2014, carry forward and are effective to VEPGA in this Agreement. Normally, VEPGA’s revised Transmission RAC rates would have become effective on July 1, 2014. However, the 2011 Agreement’s Amendment No. 4 extended in full force and effect VEPGA’s then current Transmission RAC rates through the Extended Period.
- b. There will be no retroactive billing to July 1, 2014 related to the extension of the VEPGA Transmission RAC rates through the Extended Period. However, the Parties recognize that the true-up for the VEPGA Transmission RAC will include the actual revenues collected for each month, plus any over- or under-recovery resulting from extending the 2011 Agreement through the Extended Period, pursuant to Amendment No. 4 to the 2011 Agreement.
- c. As a result of the extension of VEPGA’s Transmission RAC rates, as described above, the initial revised annualized revenue requirement of \$21,127,678 for the VEPGA Transmission RAC is effective for VEPGA for usage on and after August 1, 2014.





- d. VEPGA's Rider T-CM is designed on a per-kilowatt-hour or a per-kilowatt-basis, depending on the rate schedule.
- e. The VEPGA Rider T-CM revenue requirement is consistent generally in methodology with the combination of the revenue requirements for the Company's Virginia Jurisdictional former Rider T, which is now "combined" with the Company's Virginia Jurisdictional base rates, and the Company's Virginia Jurisdictional Rider T-1 revenue requirement to be filed with the SCC each year during the Term of this Agreement.
- f. The allocation factors for VEPGA Rider T-CM shall be, during the Term, consistent with the allocation of the Network Integrated Transmission Service or NITS costs, regional transmission facility upgrade costs, and other costs as approved by the SCC for the Company's Virginia Jurisdictional Rider T-1 and former Rider T.
- g. The Parties agree to capture any differences between the VEPGA Rider T-CM rates and the annual update approved by the SCC for the Company's Virginia Jurisdictional Customers in VEPGA's Rider T-CM deferral mechanism.
- h. Beginning in 2015 and continuing during 2016, 2017, and 2018, Dominion Virginia Power agrees to notify VEPGA in writing by January 25 of each year of the updated revenue requirement for VEPGA Rider T-CM to become effective for billing to VEPGA at the same level on the following July 1, pursuant to the provisions of Section L., below.
- i. During the Term of this Agreement the VEPGA Rider T-CM revenue requirement will be comprised of projected costs for each rate year September 1 through August 31; an update of certain costs incurred for each period January 1 through August 31; and an annual deferral and true-up mechanism for the prior calendar year, consistent with the annual update for the Company's Virginia Jurisdictional customers.
- j. Page 2 of Attachment D shows the specifics of the Company's future Virginia Jurisdictional Rider T-1 filings.

#### **4. FUTURE RATE ADJUSTMENT CLAUSES**

In the event the Company receives SCC approval for any new rate adjustment clauses during the Term of this Agreement, a comparable rate adjustment clause will be implemented in a similar manner for VEPGA, except as provided below:

- a. After SCC approval of any future rate adjustment clauses, the Company agrees to provide notice to VEPGA prior to the next January 25 of the revenue requirement for VEPGA that will become effective for billing to VEPGA at this same level on the following July 1, pursuant to the provisions of Section L., below.



- b. Future VEPGA-specific rate adjustment clauses will be updated in the same manner approved by the SCC for the Company’s Virginia Jurisdictional customers.
- c. The ROE for any future VEPGA-specific rate adjustment clause to become effective during the Term of this Agreement shall be the SCC-approved ROE, plus any SCC-approved statutory enhancement, for the Company’s corresponding Virginia Jurisdictional rate adjustment clause.
- d. The capital structure for any future VEPGA-specific rate adjustment clause to become effective during the Term of this Agreement shall be the SCC-approved capital structure for the Company’s corresponding Virginia Jurisdictional rate adjustment clause.
- e. The applicable allocation factors for any future VEPGA-specific rate adjustment clause to become effective during the Term of this Agreement are shown in the table below:

| <b><u>Future VEPGA RAC Allocation Methodology</u></b> |  |
|---|--|
| <b><u>Type of RAC</u></b>                             | <b><u>Allocation Factors</u></b>   |
| Generation  | Average and Excess – 0.10% <sup>1</sup>  |
| Transmission  | Same as the SCC approves for the Company’s corresponding Virginia Jurisdictional RAC |
| Other   | Same as the SCC approves for the Company’s corresponding Virginia Jurisdictional RAC |

(Note: Some rate adjustment clauses may have an allocation factor other than a generation demand allocation factor that will be used.)

- f. Dominion Virginia Power and VEPGA mutually agree that, except for advanced metering infrastructure (“AMI”) or replacement /supplement PJM (or successor RTO) Demand Response Programs as specified in Section G.2.c of this Agreement, VEPGA chooses to opt-out of and will not be subject to rate adjustment clauses related to the Company’s renewable portfolio standard program and its demand-side management programs, during the Term of this Agreement. Should Dominion Virginia Power receive SCC approval to deploy AMI and associated programs, Dominion Virginia Power will develop, as appropriate, a similar rate adjustment clause(s) applicable to VEPGA in the same manner as approved by the SCC for the Company’s Virginia Jurisdictional customers. The Company will provide written notice to VEPGA prior to the next January 25 of the revenue requirement(s) for any VEPGA-specific rate adjustment clause(s) that will become effective for billing to VEPGA at the same level on the following July 1, pursuant to the provisions of

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<sup>1</sup> If the SCC approves a § 56-585.1 A 6 RAC for Virginia Jurisdictional customers that is not related to a Dominion Virginia Power generating facility, such RAC shall be considered to fall within the “Other” category in the above table. As such, VEPGA’s allocation methodology for such § 56-585.1 A 6 RAC will be the same as the SCC approves for the corresponding Virginia Jurisdictional RAC.



- would become effective for usage on and after August 1, 2014 – to the minimum level necessary to offset the sum of the August 1, 2014 VEPGA revenue requirement increases associated with VEPGA's base revenues, Transmission RAC, and Generation RACs. Accordingly, VEPGA's fuel rate for usage on and after August 1, 2014 shall be 2.516 cents per kWh.
4. A zero-base annual fuel factor recovers VEPGA's fuel expenses and is subject to deferred accounting. Annual true-ups of any over- or under-recovery of the prior year's expenses are done during the next annual period for any over- or under-recovery balance.
  5. Beginning in 2015 and continuing during 2016, 2017, and 2018, Dominion Virginia Power agrees to notify VEPGA by January 25 of each year of the fuel rate to be included in VEPGA's Fuel Charge Rider A at this same level on the following July 1, pursuant to the provisions of Section L., below.
  6. VEPGA's annual fuel factor is established pursuant to the SCC's Definitional Framework for Virginia Electric and Power Company Fuel Expenses (as it may change from time to time and as it is applied to the Company's Virginia Jurisdictional customers). VEPGA's annual fuel factor is adjusted to account for differences between Customers and the Company's Virginia Jurisdictional customers due to differences in loss factors when determining allocation factors.
  7. VEPGA's annual fuel factor is subject to adjustment based on adjustments to the Company's Virginia Jurisdictional fuel factor pursuant to review by the SCC of such jurisdictional fuel factor. VEPGA's annual fuel factor is subject to adjustment based upon agreement of the Parties resulting from changes identified from an annual audit of the VEPGA fuel factor consistent with past practices, should VEPGA choose to perform such an annual audit.
  8. Dominion Virginia Power will continue to provide monthly data to VEPGA consistent as feasible with past practices, which includes actual fuel cost allocated to VEPGA members for the prior month, as well as the current amount in the local government deferral fuel account.

#### **E. JOINT ACTION COMMITTEE**

1. Dominion Virginia Power and the VEPGA Board agree to address a number of issues through a joint action committee ("JAC"). The JAC shall be composed of employees of local governments who represent the collective interests of local governments under the direction of the VEPGA Board and Dominion Virginia Power employees. The Parties agree to undertake involvement in the JAC in good faith, with the overall objective of effecting positive changes in the related procedures of Dominion Virginia Power and the Customers that improve service to the Customers while improving the Company's ability to provide good service.



Section L., below. However, any such rate adjustment clause(s) will take into account any special circumstances and/or arrangements that may be unique to VEPGA.

- g. Costs for any future generation rate adjustment clauses will be allocated among VEPGA rate schedules using VEPGA’s choice of the following methods:
  - 1) An allocation methodology of fifty percent (50%) energy and fifty percent (50%) demand to spread such costs among VEPGA rate classes, or
  - 2) An across-the-board percentage change in each of the VEPGA Generation RACs.

In lieu of the methodologies in Sections C.5.g.1) and C.4.g.2), above, the Parties may use a methodology that is mutually agreeable to the Parties.

- h. All rate adjustment clauses shall go into effect subject to any adjustment, consistent with this Agreement and based upon agreement of the Parties resulting from changes identified from an audit by VEPGA, should VEPGA choose to perform such an audit.
- i. Beginning on January 25, 2015 and continuing each January 25 thereafter during the Term of this Agreement, Dominion Virginia Power will provide VEPGA with workpapers showing the derivation of the Average and Excess Cost Allocation Factor that is used in determining the revenue requirements for any future VEPGA generation rate adjustment clause(s).

**D. FUEL RATES AND CHARGES**

- 1. In accordance with the 2011 Agreement, the updated VEPGA fuel rate, which was established on January 25, 2014, carries forward and is effective to VEPGA in this Agreement. Normally, VEPGA’s revised fuel rate would have become effective on July 1, 2014. However, the 2011 Agreement’s Amendment No. 4 extended in full force and effect VEPGA’s then current fuel rate through the Extended Period.
- 2. There will be no retroactive billing to July 1, 2014 related to the extension of VEPGA’s fuel rate through the Extended Period. However, the Parties recognize that the true-up for VEPGA’s fuel rate will include the actual revenues collected for each month, plus any over- or under-recovery resulting from extending the 2011 Agreement through the Extended Period, pursuant to Amendment No. 4 to the 2011 Agreement.
- 3. As a result of the extension of VEPGA’s July 1, 2013 fuel rate, as described above, the initial revised fuel rate is effective for VEPGA on August 1, 2014. VEPGA’s initial fuel rate normally would be based on the Company’s January 25, 2014 notification to VEPGA. However, subsequent to such Company notification, VEPGA requested to modify the fuel rate – as established by the Company on January 25, 2014 and which



2. The parties to the JAC agree to assign representatives who are knowledgeable in the various areas addressed and are in a position to bring about change within their organizations. Neither the VEPGA Board nor the Company is committed to bring members to the table that are not matched by the faithful attendance of commensurate resources from the other. It is understood that the VEPGA representatives cannot mandate changes that VEPGA members are committed to follow. Nonetheless, the VEPGA representatives shall be empowered to commit with Dominion Virginia Power to a standardized set of procedures whereby problems encountered by Customers arising from their failure to follow the standardized procedures established by the JAC shall be interpreted by the VEPGA Board as problems incumbent on the particular Customer to correct.
3. The JAC (and/or any subcommittees as the JAC may establish) shall address the following issues:
  - a. The process of estimating, communicating cost, receipt of payment, scheduling, and constructing new services, primarily new street lights.
  - b. The adequate and timely maintenance of street lights.
  - c. The establishment of monthly billing or adjustments to billing in relation to items a. and b., above. This also will include discontinuation of billing for removed street lights.
  - d. The process of estimating, communicating cost, making payment, scheduling, communicating change orders, and constructing private work projects such as line relocations and the conversion of overhead lines to underground. This also will include initiatives to improve the information available to local governments regarding the actually incurred cost of projects where the local government's final charges depend on the actual project cost incurred by Dominion Virginia Power.
  - e. Other initiatives as the JAC may collectively decide to undertake.

## F. REVISIONS TO THIS AGREEMENT

1. **VEPGA May Perform Work on Two New Construction Projects Where Each Project is Valued at More Than \$250,000, Excluding the Tax Effect Recovery Factor**

In 2013, a pilot program was established through the JAC to include two new VEPGA construction projects, valued at more than \$250,000, less the Tax Effect Recovery Factor ("TERF"). This pilot program grants VEPGA the ability to use Dominion Virginia Power-approved contractors for construction purposes not previously allowed by the 2011 Agreement. During this pilot program, Dominion Virginia Power and VEPGA will test reliability and safety, related to VEPGA's performing such new construction work. During the Term of this Agreement, Dominion Virginia Power and VEPGA will agree to



form a joint working group with equal Dominion Virginia Power and VEPGA representatives (a) to assess the results of the pilot program and (b) to determine whether or not this Agreement should be amended to broaden this pilot program either to a finite number or to all of VEPGA's qualifying construction projects.

**2. Light Emitting Diode (“LED”) Fixture and Operation and Maintenance (“O&M”) Costs in Rate Schedules SSL**

The Parties mutually agree that in June 2016, Dominion Virginia Power will compare its then-existing (a) standard LED fixture costs and (b) LED streetlighting O&M expenses to the corresponding levels, which were utilized in VEPGA's Rate Schedule SSL, effective for usage on and after August 1, 2014. The purpose of such comparison will be to determine if the Company's 2016 LED fixture and/or LED streetlighting O&M cost levels are sufficiently lower than the levels used in Rate Schedule SSL, such that the total installed cost of the LED fixture used by the Company in 2016 is less than the total installed LED fixture cost that was used in VEPGA's Rate Schedule SSL, effective for usage on and after August 1, 2014, which would cause the Parties to amend this Agreement. Any such amendment to this Agreement will be limited to decreasing, as necessary, the rates in VEPGA's Rate Schedule SSL.

**3. Streetlight Repair Enhancement**

The Company will work closely with its local employees and streetlight contractors to provide – on an as-needed basis – proper communication, education, and training regarding the placement and removal of streetlight pole wraps. In addition, the Company will request and receive audit reports from its streetlight contractors on a monthly basis for the first three months of this Agreement. VEPGA counsel will contact a member of the Company's negotiating team should the streetlight repair issue persist at a systemic level. Should it become necessary to do so, the Company's negotiating team will elevate the issue to the Company's director - Electric Distribution Operations for resolution.

**4. Standby Charges for Parallel or Standby Service**

If the net metering of Customers' accounts is expanded during the Term of this Agreement and such expansion results in the Company's electing to implement new standby charges which shall be applicable to Customers' net metering accounts, the following shall occur:

- a. The Company will have the right to re-open this Agreement and the Parties will mutually agree to amend this Agreement to implement new standby charges applicable to Customers who operate an electric generator in parallel with the Company, including those Customers who request standby service;
- b. Such standby charges either will be in addition to or in lieu of this Agreement's Schedule C - Miscellaneous and Standby Charges (included in Attachment A,



attached hereto and made a part of this Agreement.), standby minimum charges which apply to Customers who operate an electric generator in parallel with the Company, including those who request standby service.

#### 5. Solar Power Purchase Agreement Pilot

- a. Effective August 1, 2014, the Company will provide VEPGA access to the SCC's third-party power purchase agreement pilot program ("PPA Pilot") for solar- or wind-powered renewable fuel generators ("RFG") on a first-come, first-served basis. In accordance with Chapter 382 of the 2013 Virginia Acts of Assembly, the following conditions shall exist:
- 1) The aggregated capacity of the PPA Pilot shall not exceed 50 MW;
  - 2) VEPGA's capacity under the PPA Pilot shall be limited to the available capacity remaining under the 50 MW-cap applicable to all PPA Pilot participants, which shall be available on a first-come, first-served basis to all of the Company's participating customer(s);
  - 3) The capacity of any individual RFG shall not exceed 1 MW;
  - 4) VEPGA agrees to abide by the SCC-approved guidelines for the PPA Pilot (refer to the SCC's Final Order in Case No. PUE-2013-00045);
  - 5) Any third-party power purchase agreement under the PPA Pilot shall serve only one Customer and shall not serve multiple Customers;
  - 6) All accounts for a Customer participating under one power purchase agreement in the PPA Pilot must be on contiguous property, as defined in Paragraphs III.A and III.B of VEPGA's Terms and Conditions, which are included in Attachment A, attached hereto and made a part of this Agreement;
  - 7) The SCC's currently approved *Regulations Governing Interconnection of Small Electrical Generators* (20 VAC 5-314), as may be revised from time to time, shall apply to the RFG;
  - 8) The PPA Pilot shall be subject to SCC modification from time to time.
- b. Any Customer with a RFG having a capacity greater than one (1) MW will not be eligible to participate in the PPA Pilot. However, the Company will provide such Customer with other renewable options under this Agreement.

**6. Renewable Options**

- a. Effective November 1, 2014, the Company will provide VEPGA with Rate Schedule RG-CM – Renewable Energy Supply Service (Experimental), as discussed in the “Rate Schedule Issues” section, below.
- b. During the Term of this Agreement, at a mutually agreed time, the Company will offer VEPGA Rate Schedule SP-CM – Solar Purchase (Experimental) on a pilot basis, provided there is sufficient funding to cover the price offered for solar generation over and above the Company’s avoided cost.
- c. These new VEPGA renewable options, which are identified in Sections F.6.a and F.6.b, above, are in addition to the following renewable options that currently are available to VEPGA Customers in accordance with this Agreement: Rate Schedule 19 for renewable energy purchases; the Solar Partnership Program; Rider G-CM; and net metering in accordance with the applicable sections of the SCC’s currently approved *Regulations Governing Net Energy Metering* (“20 VAC 5-315 Rules”) and Future Net Metering Regulations, as defined in Section H.2.a, below. See the section entitled “Net Metering” for more details on net metering.
- d. Dominion Virginia Power will endeavor to provide VEPGA with any new renewable options that the SCC may approve for the Company’s Virginia Jurisdictional customers during the term of this Agreement.

**7. Distributed Generation Option**

The Company will provide VEPGA with a new distributed generation option, Schedule DG-CM, on a pilot basis. Schedule DG-CM will become effective to eligible VEPGA Customer accounts on June 1, 2015 and will terminate on May 31, 2018. PowerSecure International, Inc. will be the vendor providing services in accordance with VEPGA’s Schedule DG-CM.

**8. VEPGA Class Cost of Service Study for Use in the 2018 VEPGA Contract Negotiations**

In Dominion Virginia Power’s proposal for the 2018 VEPGA contract negotiations, the Company will provide VEPGA with a VEPGA class cost of service study for the following customer classes: (a) Miscellaneous Light & Power – Low Load Factor; (b) Miscellaneous Light & Power – High Load Factor; (c) Street; and (d) Traffic.

**G. REVISIONS TO VEPGA’S RATE SCHEDULES AND RIDERS**

1. Dominion Virginia Power and VEPGA mutually agree to the following changes to the rate schedules included in Attachment B, attached hereto and made a part of this Agreement, effective for usage on and after August 1, 2014:





by letter of the One-time Option and the eligibility criteria (eligibility criteria will include but not be limited to an active Rate Schedule 132 account as of June 1, 2014, the CSP contract became effective on or prior to June 1, 2014, and the CSP contract term is for no more than five PJM delivery years). Eligible Customers will be allowed to remain on Rate Schedule 132 and complete their current CSP contract terms. Customers who do not choose explicitly to participate in the Company's One-time Option or whose documentation does not meet the above eligibility criteria will be removed from Rate Schedule 132 after a grace period, ending May 31, 2015. Currently, Rate Schedule 132 is applicable for an initial one-year term and, thereafter, in increments of one year ("Anniversary Date"). For Customers who do not choose explicitly to participate in the Company's One-time Option or who are not eligible for the Company's One-time Option, the Company will remove such Customer's from Rate Schedule 132 when their Anniversary date is on or after June 1, 2015. Effective with the first billing month, following such Customer's Anniversary Date, such Customer's account will begin billing on VEPGA's Rate Schedule 100.

**e. Rate Schedule 134**

New VEPGA Rate Schedule 134 is available to qualifying Customers, as more fully described in this paragraph. Rate Schedule 134 is available to Customers who receive Electric Service from the Company at primary voltage and who have at least three measured demands of 1,500 kW or more during the preceding consecutive 12-month period, which occurs immediately prior to taking service under Rate Schedule 134. Any prospective Rate Schedule 134 Customer, who has an active account with a peak measured average 30-minute demand of 1,500 kW or more as of August 1, 2014, will not be allowed to purchase the Company's transformation or to install their own transformation on such account in order to qualify for service on Rate Schedule 134. The soonest any new Customer (as distinct from an existing Customer) could take service under Rate Schedule 134 would be the fourth billing month due to the need to establish a peak measured average 30-minute interval demand of 1,500 kW or more in each of the first three billing months.

**f. Rate Schedules SGCM and SGCM-1**

Rate Schedule SGCM and SGCM-1 Customers will not be allowed to participate, either directly or indirectly through a third-party CSP, in any PJM Demand Response Program, or any Company-sponsored peak-shaving demand response program.



**g. Rate Schedule SSL**

- 1) VEPGA's Rate Schedule SSL per-unit rates reflect the lower of the Company's current costs or the Company's costs that were included in Rate Schedule SSL from the 2011 Agreement. Pricing for Tiers 9 and 10 is added to Rate Schedule SSL.
- 2) Effective for usage on and after January 1, 2015, the per-unit rates for the additional unit on the same pole will be available for conversions to a LED luminaire from an existing mercury vapor or high pressure sodium vapor Type 1 open vertical or enclosed (drop or flat lens) luminaire, which is billed in accordance with Paragraph II.A.1. – Roadway, Directional and Area Lighting Service in the applicable of VEPGA's Rate Schedule 150 or VEPGA's Rate Schedule 151. However, the Rate Schedule SSL per-unit rates will not change on January 1, 2015.

**h. Rider L**

Effective August 1, 2014, the minimum efficiency standards are increased for Customers electing Rider L – Geothermal Heating and Air Conditioning. Existing Rider L Customers are “grandfathered” on the existing Rider L efficiency standards.

**i. Miscellaneous Service Charges in VEPGA Schedules A, C, and E**

Revisions are made to VEPGA's Minimum Temporary Service Charge in Schedule A, VEPGA's Service Connection Charge in Schedule B, and to VEPGA's Streetlight Patrol Hourly Rate in Schedule E.

2. Dominion Virginia Power and VEPGA mutually agree to the following changes to the rate schedules included in Attachment B, attached hereto and made a part of this Agreement, effective for usage on and after November 1, 2014:

**a. Rate Schedule 133**

- 1) Rate Schedule 133, which is a new dynamic-pricing tariff, will be applicable to Customers as a voluntary rate schedule on a pilot basis. To be eligible for Rate Schedule 133, a Customer must have at least one peak demand of 500 kW or more in the current and previous eleven (11) billing months immediately prior to the Customer's effective date for service on Rate Schedule 133.



**a. Increase in Basic Customer Charges**

Dominion Virginia Power and VEPGA mutually agree that the \$434,922 base revenue increase, effective August 1, 2014, is reflected fully through a change only in Basic Customer Charge for each rate schedule, effective for usage on and after August 1, 2014.

**b. Rate Schedule 102**

- 1) Stand-alone school flashing lights and other similar installations, which are not located at an intersection and are not connected to the electric service package at the intersection, may remain unmetered.
- 2) A definition for the term “Reconfiguration” and new language, related to changes in kWh usage to be billed to Customer accounts in accordance with Rate Schedule 102, are added:
- 3) Effective for usage on and after November 1, 2014, Rate Schedule 102 will be modified to bill the Rate Schedule 102 Unmetered Basic Customer Charge – to an otherwise metered Customer account – when such Customer account’s monthly usage for the current and previous 11 billing months is 49 kWh or less. However, if a Rate Schedule 102 metered Customer account has monthly usage of 50 kWh or more during the current and previous 11 billing months, the Rate Schedule 102 Metered Basic Customer Charge will apply.

**c. Rate Schedule 122**

Rate Schedule 122 is withdrawn from this Agreement.

**d. Rate Schedule 132**

- 1) The Parties mutually agree that the Rate Schedule 132 cap of 100 active accounts will remain during the Term of this Agreement. Rate Schedule 132 Customers cannot elect to participate, either directly or indirectly through a third-party curtailment service provider, in any PJM Interconnection, LLC (“PJM”), or any successor regional transmission organization, Demand Response Program, or any Company-sponsored peak-shaving demand response program.
- 2) However, the Company will offer a one-time option (“One-time Option”) to existing Rate Schedule 132 Customers to allow them to remain on Rate Schedule 132 and complete the term of their current curtailable service provider (“CSP”) contract, provided that such Customers qualify for the Company’s One-time Option. The Company will notify affected Customers



- 2) In addition to the 500 kW or more demand restriction, described above, Rate Schedule 133 is available only to new Customers, as of August 1, 2014, or to existing VEPGA Rate Schedule 132 Customers, who according to the Company's sole determination through the Company's billing analyses, would not find Rate Schedule 133 to be more economical without making modifications to the way in which Electric Service is used at the service location.
- 3) Primary notification of Rate Schedule 133 "A" days and critical pricing events will be through a webpage on [www.dom.com](http://www.dom.com). A Customer who volunteers for Rate Schedule 133 will be able to receive secondary telephone and/or email notifications for Rate Schedule 133 "A" days and and/or critical pricing events. In order to receive such secondary notifications, it is the Customer's responsibility to provide and keep current the telephone number and/or email address for such Customer's account participating on Rate Schedule 133.
- 4) Rate Schedule 133 Customers will not be allowed to participate, either directly or indirectly through a third-party CSP, in any PJM, or successor regional transmission organization, Demand Response Program, or any Company-sponsored peak-shaving demand response program.
- 5) Rate Schedule 133 will be available for up to 25 active Customer accounts. The Parties mutually agree that Dominion Virginia Power will notify VEPGA no later than July 1, 2017, if the Company decides to terminate the Rate Schedule 133 pilot at the end of this Agreement. In that case, the last date to begin service on Rate Schedule 133 would be July 1, 2017.
- 6) More information about Rate Schedule 133 may be found in Attachment B, attached hereto and made a part of this Agreement.

**b. Rate Schedule RG-CM**

- 1) VEPGA's Rate Schedule RG-CM will be available on an experimental basis as a companion rate schedule to VEPGA Rate Schedule 130 and 134 Customers. Rate Schedule RG-CM will be subject to annual planned supply and aggregate kWh restrictions, as stated in Rate Schedule RG-CM and will not be available to Customers who net meter, pursuant to Section H.2, below.
- 2) Rate Schedule RG-CM will be limited to no more than 20 active Customer accounts. The effective date of the Customer's contract under Rate Schedule RG-CM must be on or before June 30, 2017.
- 3) More information on Rate Schedule RG-CM is available in Attachment B, attached hereto and made a part of this Agreement.



**c. Additional Demand Response Programs**

- 1) Dominion Virginia Power will endeavor to provide Customers with any new demand response programs that (a) the SCC may approve for the Company's Virginia Jurisdictional customers during the Term of this Agreement and (b) replace or supplement PJM, or a successor regional transmission organization, Demand Response Programs; provided, however, that VEPGA's participation in such programs will be subject to similar limitations as those imposed on the Company's Virginia Jurisdictional customers.
- 2) If cost recovery for such programs continues to be through the Company's Virginia Jurisdictional "A4" transmission rate adjustment clause, the Company will allocate appropriate costs for such programs to VEPGA's Rider T-CM and VEPGA agrees to pay such cost recovery through VEPGA's Rider T-CM rates. If, however, the Company's Virginia Jurisdictional cost recovery for such programs will be through a different mechanism, the Parties agree to amend this Agreement with a mutually agreeable cost recovery methodology for Customers, prior to the Company's providing such programs to Customers.

**d. Rider J-CM**

Rider J-CM will be withdrawn and no longer available to Customers. The Company will notify affected Customers in writing at least 60 days prior to withdrawing Rider J-CM that the monthly credit will end. In addition, the Company's correspondence with affected Customers will advise such Customers to contact the Company to make arrangements for the water heater control device to be disabled or removed.

**H. REVISIONS TO THE TERMS AND CONDITIONS**

Dominion Virginia Power and VEPGA mutually agree to the following changes to the Terms and Conditions included in Attachment A, attached hereto, effective August 1, 2014:

**1. New Electric Line Extensions Plan**

All of the non-residential portions of the Company's new Electric Line Extensions Plan, which were approved by the SCC in the Company's 2013 Biennial Review proceeding (Case No. PUE-2013-00020), will apply to VEPGA.

**2. Net Metering**

- a. With the following exceptions, the Company will continue to provide net metering to Customers in accordance with (i) the existing SCC's *Regulations Governing Net Energy Metering* (the "20 VAC 5-315 Rules"), as may be changed from time to time, during the Term of this Agreement and (ii) such other law or regulation as



may govern net metering for the Company's Virginia Jurisdictional customers ("Future Net Metering Regulations") on the same date as the specific Future Net Metering Regulations become effective for the Company's Virginia Jurisdictional customers under the Company's Virginia Jurisdictional *Terms and Conditions and Schedules for the Provision of Electric Service*.

- b. A Customer, who net meters ("VEPGA Net Metering Customer") will receive the benefits of and will be responsible for the costs imposed by the 20 VAC 5-315 Rules and Future Net Metering Regulations. However, the 20 VAC 5-315 Rules and Future Net Metering Regulations for which a VEPGA Net Metering Customer logically cannot qualify (e.g., being an agricultural net metering customer, as defined in the 20 VAC 5-315 Rules or receiving residential standby charges) shall not be applicable to the VEPGA Net Metering Customer. However, the appropriate standby charges that are included in Schedule C - Miscellaneous and Standby Charges, which is attached hereto and is a part of this Agreement, shall continue to be applicable to the Customer and to the VEPGA Net Metering Customer.
- c. As such, the Company will provide net metering for "totalized" accounts only for a VEPGA Net Metering Customer's accounts which are located on contiguous property, as described in Paragraphs III.A and III.B of VEPGA's Terms and Conditions, which are included in Attachment A, attached hereto and made a part of this Agreement. In the event that the SCC approves modifications to the Company's Virginia Jurisdictional *Terms and Conditions and Schedules for the Provision of Electric Service* Section IV, Paragraphs IV.E.1., and IV.E.2., either Party shall have the right to open this Agreement for the Parties to agree mutually to make corresponding modifications to VEPGA's Terms and Conditions Paragraphs III.A. and III.B., which are included in Attachment A, attached hereto and made a part of this Agreement.

### 3. Dominion Virginia Power Design Errors

It can be difficult to determine during a cost-plus project, which equipment items need to be added because of unforeseen circumstances versus design omissions. As such, the Company will provide Customers with an explanation for any necessary equipment additions, during the course of the project. In addition, a flat charge is an alternative for VEPGA construction projects.

### 4. Rate Comparisons

- a. During the Term of this Agreement, Dominion Virginia Power will endeavor to provide rate comparisons for Customer accounts at least once every 14 months in accordance with the same criteria used for rate comparisons in the 2011 Agreement.

- b. In addition, during the Term of this Agreement, the Company will track actual revenue migration to determine the basis for revenue migration to be used in setting the change in VEPGA's distribution and generation base revenues in the subsequent agreement between VEPGA and the Company (i.e., the VEPGA electric service agreement that follows this Agreement).

#### **5. Tax Effect Recovery Factor**

The Company and VEPGA mutually agree that VEPGA's Tax Effect Recovery Factor will remain at 1.29 during the Term of this Agreement.

#### **6. Excess Facilities Charge Percentages**

- a. Dominion Virginia Power and VEPGA mutually agree that, during the Term of this Agreement, the Company will provide Customers with the Company's current SCC-approved Virginia Jurisdictional Excess Facilities Charge percentages, which are included in Sections IV.E.3. and IV.E.4 of the Company's Virginia Jurisdictional *Terms and Conditions and Schedules for the Provision of Electric Service* on file with the SCC.
- b. VEPGA will receive any SCC-approved revisions to the Company's Virginia Jurisdictional Excess Facilities Charge percentages at the same level and on the same date that such changes become effective for the Company's Virginia Jurisdictional customers.

### **I. PUBLIC PROCUREMENT ACT**

To the extent that the Virginia Public Procurement Act, Va. Code §§ 2.2-4300 *et seq.*, is applicable to this Agreement, the Company shall comply with Va. Code §§ 2.2-4311, 2.2-4312 and 2.2-4354. Failure to comply with these provisions shall not constitute grounds for termination of this Agreement.

### **J. GENERAL**

1. Subject to Section A.1 of this Agreement, and except as otherwise specifically agreed to in writing, this Agreement supersedes as of its effective date both the 2011 Agreement and the Agreement in Principle, effective July 24, 2014, between VEPGA and the Company. This Agreement shall inure to the benefit of and be binding upon the successors or assigns of each of the Parties hereof.
2. This Agreement shall be binding upon the Customer and the Company and shall not be modified by any promise, agreement or representation of any agent or employee of the Company or VEPGA except in writing and executed by such a duly authorized official or officer.



3. The obligations of the Company and the Customer for service under this Agreement are subject to appropriations by Customer's governing body to pay for such service.
4. In the event any provision, or any part or portion of any provision of this Agreement shall be declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the remainder of this Agreement shall be severable and remain enforceable. Only the provision (or part or provision thereof) so declared shall be considered unlawful, invalid, void or otherwise unenforceable.

**K. ACCOUNTING METHODOLOGY**

VEPGA accepts that for the Term of this Agreement, Dominion Virginia Power is continuing to include Construction Work in Progress ("CWIP") as a component of rate base for ratemaking purposes and has discontinued the accrual of Allowance for Funds Used During Construction ("AFUDC") with the exception of AFUDC accruals related to riders prior to the implementation of new riders, as per Virginia Jurisdictional rider methodology.

**L. CONFIDENTIALITY OF UPDATED RIDER AND FUEL REVENUE REQUIREMENTS**

The Parties understand and mutually agree that the updated riders and fuel revenue requirements information ("Riders and Fuel Information") to be provided by Dominion Virginia Power annually by January 25 of each year, as referenced in various sections, above, is being provided to VEPGA for its members to utilize for budgetary planning purposes. It is further understood and agreed that VEPGA and its members will treat the Riders and Fuel Information as confidential and that neither VEPGA nor its members will divulge the Riders and Fuel Information to a third party, unless required by law, until such time that the Riders and Fuel Information becomes public.

**M. RIDERS CARRY FORWARD TO NEXT AGREEMENT**

Provided VEPGA and Dominion Virginia Power agree to either extend this Agreement or execute a new agreement, the VEPGA Fuel Charge Rider A and the VEPGA rate adjustment clauses, which include Rider B-CM, Rider BW-CM, Rider R-CM, Rider S-CM, Rider T-CM, Rider W-CM, and any other rate adjustment clause(s) that may become effective for VEPGA (in accordance with Section C.4., above) at the beginning of a new agreement will be as established on January 25, 2018, until such riders are subsequently updated.

At the termination date of this Agreement, if the Parties do not mutually agree to either extend this Agreement or execute a new agreement, the Parties agree to develop a mutually agreeable procedure to credit or charge for any over- or under-recoveries as of the ending date of this Agreement for VEPGA Fuel Charge Rider A and the VEPGA rate adjustment clauses, which include Rider B-CM, Rider BW-CM, R-CM, Rider S-CM, Rider T-CM, Rider W-CM, and any other rate adjustment clause(s) that may be effective for VEPGA in accordance with Section C.4., above.





**N. RENEWABLE ENERGY PROGRAM**

As Dominion Virginia Power's renewable energy program supplier contract terminates on July 31, 2015, it may be necessary for the Company and VEPGA to re-negotiate a new fixed price for renewable energy certificates to become effective on and after August 1, 2015, under Rider G-CM. The Parties mutually agree to address any need for a revised Rider G-CM fixed price at the appropriate time during the Term of this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**SIGNATURE PAGE TO FOLLOW**



VIRGINIA ELECTRIC AND POWER COMPANY

BY: Thomas P. Wohlfarth  
Thomas P. Wohlfarth  
Senior Vice President – Regulatory Affairs

VIRGINIA ENERGY PURCHASING GOVERNMENTAL ASSOCIATION

BY: \_\_\_\_\_  
Stephen D. Sinclair  
Chair

**VIRGINIA ELECTRIC AND POWER COMPANY**

**BY:** \_\_\_\_\_  
Thomas P. Wohlfarth  
Senior Vice President – Regulatory Affairs

**VIRGINIA ENERGY PURCHASING GOVERNMENTAL ASSOCIATION**

**BY:** Stephen D. Sinclair  
Stephen D. Sinclair  
Chair

# **ATTACHMENT A**

Terms and Conditions for the  
Provision of Electric Service to  
Municipalities and Counties –  
Virginia

**Effective August 1, 2014 Through and  
Including June 30, 2018**

TERMS AND CONDITIONS  
FOR THE PROVISION OF ELECTRIC SERVICE  
TO MUNICIPALITIES AND COUNTIES - VIRGINIA

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**TERMS AND CONDITIONS  
FOR THE PROVISION OF ELECTRIC SERVICE  
TO MUNICIPALITIES AND COUNTIES - VIRGINIA**

**I. DEFINITIONS**

In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows in these Terms and Conditions:

“Additional Annual Revenue” – the additional continuing annual revenue, which is adjusted to exclude all fuel revenue and is anticipated reasonably by the Company from the facility being upgraded or added to the Company’s system.

“Agreement” means the *Amended and Restated Agreement for the Provisions of Electric Service to Municipalities and Counties of the Commonwealth of Virginia from Virginia Electric and Power Company*, effective as of August 1, 2014, including its Attachment A (Terms and Conditions), its Attachment B (Rate Schedules and Riders), its Attachment C (VEPGA Members), and any subsequent amendments, all of which are incorporated herein by reference.

“Betterment” – the portions of an overhead to underground conversion project which are designed to improve other portions of the Company’s system or better the existing service other than to assure reasonably the reliability of the converted facilities.

“Civil Construction” – the opening and closing of trenches and streets, and the installation of all necessary duct banks, manholes, and related items.

“Cost Estimate” – a detailed estimate of the labor and Materials, which will be used for a project.

“Customer” – a Virginia Energy Purchasing Governmental Association member who has been bound pursuant to Section A.1. of the Agreement.

“Company” – Virginia Electric and Power Company doing business as Dominion Virginia Power in Virginia.

“Delivery Point” – the point where the Company’s conductors for delivering Electric Service are connected to the Customer’s conductors for receiving Electric Service unless otherwise mutually agreed.

“Distribution Service” – the delivery of electricity through the distribution facilities of the Company to the Delivery Point of a Customer.

**I. DEFINITIONS (Continued)**

“Electric Delivery Service” – Distribution Service, and the delivery of electricity under this Agreement to Customers served at transmission level voltage, and related utility services.

“Electric Service” – the provision, by the Company to the Customer, of Electric Delivery Service, Electricity Supply Service, related utility services, and – where applicable – the interconnection of electric generators with the Company.

“Electrical Construction” – the pulling of primary, secondary and/or service cable, and the placement of transformers, switches and similar devices, but excludes terminating cables, splicing cables, making the facilities ready to be energized, energizing the facilities, and any other work requiring specialized skills relating to the operation of the Company’s distribution facilities.

“Electricity Supply Service” – generation of electricity and its transmission to the distribution facilities of the Company on behalf of a Customer.

“Excess of Four Years’ Revenue” – the amount by which the estimated cost of installing the described facilities exceeds four times the Additional Annual Revenue, so determined.

“Future Net Metering Regulations” – the existing State Corporation Commission of Virginia *Regulations Governing Net Energy Metering* (the “20 VAC 5-315 Rules”), as may be changed from time to time, during the term of the Agreement and (b) such other law or regulation as may govern net metering for the Company’s Virginia Jurisdictional customers on the same date as the specific Future Net Metering Regulation becomes effective for the Company’s Jurisdictional customers under the Company’s Jurisdictional Terms and Conditions.

“Joint Action Committee” or “JAC” – forum, which meets quarterly and is comprised of both Company and VEPGA representatives. The purpose of the Joint Action Committee is to address and resolve issues outside of the Agreement negotiating process.

“Lighting Design” – the specification of luminaires and their positioning to provide adequate illumination of the desired area considering the intended use of the area; also, includes the positioning of poles, brackets, luminaires, and related fixtures to provide adequate clearances and safety zones.

“Materials” – equipment or supplies furnished by the Company to the Customer or to the Customer’s contractor.

“Maximum Measured Demand” – the highest average demand measured during any 30-minute interval.

**I. DEFINITIONS (Continued)**

“Net Cost” – the difference between the Company’s estimated cost minus the Customer’s contribution for connecting Electric Service or rearrangement to match the Customer’s requested load requirement.

“Normal Variance Limit” – the lesser of 115% of the estimated cost or \$25,000 in regards to actual project costs which exceed the estimated cost, as described in Subsection XII.I.

“PJM” – PJM Interconnection, LLC (Pennsylvania-New Jersey-Maryland Interconnection LLC) is a regional transmission organization (RTO), which is part of the Eastern Interconnection grid that operates an electric transmission system, or any successor RTO.

“Progress Billing” – is defined in accordance with Subsection XII.I. of the Terms and Conditions.

“Rate Schedule” – the Company’s rate schedules applicable to Customers purchasing bundled electric transmission, distribution, and generation services from the Company, i.e., both Electric Delivery Service and Electricity Supply Service from the Company.

“Tax Effect Recovery Factor” – Tax Effect Recovery Factor, as described in Subsection XII.H.2.

“Terms and Conditions” – is this document, which is Attachment A to the Agreement.

“Underground Distribution Area” – an area within a major metropolitan high load density center which has been designated by the Company with concurrence of the Customer.

“VEPGA” – the Virginia Energy Purchasing Governmental Association.

**II. NORMAL ELECTRIC SERVICE AND SERVICE CONNECTIONS****A. Request for Electric Service**

1. The Customer shall request and the Company shall supply Electric Service at mutually agreed upon locations in addition to those served as of the effective date of this Agreement. Requests for connection of service or disconnection of service will be made in writing.
2. The Company will furnish Electric Service to the Customer for use only on the premises owned or leased by the Customer and such Electric Service shall be used only for the Customer’s own purposes. Electric Service shall not be provided or allowed under this Agreement to a separately metered, privately-owned residence or business providing any type of service to the public, except where such service is incidental to the operation of the Customer’s facility.



**II. NORMAL ELECTRIC SERVICE AND SERVICE CONNECTIONS (Continued)****B. Delivery Point**

Normally, Electric Delivery Service will be furnished through one Delivery Point and one set of metering apparatus. All metering apparatus used for billing shall be owned, operated, and maintained by the Company.

**C. Compliance of Customer's Installation with the Company's Blue Book**

The Company shall not be required to provide Electric Delivery Service unless the Customer's installation has been made in accordance with the applicable provisions of the Company's published Information and Requirements for Electric Service: The Blue Book (<http://www.dom.com/dominion-virginia-power/customer-service/for-businesses/pdf/bluebook.pdf>).

**D. Location of Company's Metering Equipment**

The Customer shall provide at a mutually agreeable location suitable space for the installation of the necessary metering apparatus which space normally shall be:

1. Substantially free from vibration;
2. An outside location unless otherwise approved by the Company. For detached single-family residential structures a side location shall be used where practicable;
3. Readily accessible and convenient for reading, testing, and servicing;
4. Protected from damage by the elements or the negligent or deliberate acts of persons.

**E. Characteristics of Electric Service**

The Company will provide Electric Service to the Customer at 60 Hertz of the phase and Company-standard nominal voltage desired by the Customer to each mutually agreed upon Delivery Point, provided Electric Service of the phase and voltage desired by the Customer is available generally in the area in which Electric Service is desired. The characteristics at which Electric Service will be furnished at each Delivery Point will be given in writing to the Customer.

**F. Submetering of Electric Service**

The submetering of Electric Service is permitted in accordance with the following:

**II. NORMAL ELECTRIC SERVICE AND SERVICE CONNECTIONS (Continued)**

1. The Electric Service furnished by the Company shall not be submetered by the Customer for resale or assignment to another entity except to the extent that such is incidental to the performance of the Customer's official duties and the Company cannot provide and bill reasonably and separately the Electric Service. This provision, however, shall not be construed as preventing the Customer from providing submetered Electric Service to publicly-assisted housing and similar projects.

2. The Customer may install submetering equipment in or at an apartment house or complex, office building, or other public facility for each individual dwelling unit or rental unit, or contractor facility whose purpose it is to construct a permanent facility for the Customer's use, or other public facility (for use incidental to the operation of the Customer's facility), as long as such submetering fairly allocates the cost of each meter's or submeter's electrical consumption and electrical demand charges on the basis of the charges made to the Customer. The Customer shall not impose on the tenant any charges over and above those charged to it by the Company, except that an additional service charge not to exceed two dollars per month per dwelling unit or rental unit may be collected to cover administrative costs and billing. Further, the Customer shall maintain adequate records regarding submetering and shall, upon request make such records available for inspection by the tenant during reasonable business hours. The provisions of this section shall not restrict the right of the Customer to recover in periodic lease payments the tenant's fair share of Electric Service costs attributable to common areas and costs incurred by the Customer in establishing and maintaining the submetering system.

**G. Permits**

1. The Company will make application for the permits and acquire the easements necessary to build its delivery facilities to the property occupied by the Customer. If needed, the Company may request the reasonable assistance of the Customer in obtaining these permits and easements. The Customer will apply for, obtain, and deliver to the Company all other permits or certificates necessary to give the Company the right to connect its conductors to the Customer's wiring, and access for all other proper purposes, including an easement or permit from the land owner for the Company's facilities. The Company shall accept a permit across property owned by the Customer only if the Customer agrees that in the event the permit is revoked, or terminated, or if removal is otherwise desired by the Customer, the Customer agrees to pay the cost of removing the Company's facilities and, if appropriate, replacement. Upon the revocation or termination of the permit, the Customer agrees to provide, if needed, a suitable substitute easement or permit subject to the same terms provided for above to insure continuity of Electric Service to the public.

**II. NORMAL ELECTRIC SERVICE AND SERVICE CONNECTIONS (Continued)**

2. In the event the Customer sells or conveys the property where the Company's facilities are located by permit, the Customer shall provide for a suitable easement for the Company's facilities.
  3. The Company shall not be required to provide Electric Service until a reasonable time has elapsed after the Company has obtained or received all necessary permits, certificates, and easements. With proper coordination between the Company and the Customer, Electric Service will be supplied within ninety days from the later of:
    - a. Receipt of written authorization from the Customer; or
    - b. The date upon which all above documents are obtained.
- H. To the extent the Customer desires service utilizing Materials which the Company does not maintain as a general inventory item and the Company agrees to provide Electric Service using such Materials, the Customer agrees that the initial installation of Electric Service may be delayed due to ordering lead-times and further agrees that repairs and replacements may be delayed due to re-ordering lead-times. The Company agrees that providing timely Electric Service is important and will undertake reasonable efforts to minimize delay.
- I. Should any change or changes in the service connection furnished to the Customer by the Company be made necessary by any requirement of public authority, the entire cost of such changes on the Customer's side of the Delivery Point shall be borne by the Customer.
- J. Whenever Electric Service (other than temporary service) is connected or reconnected for the Customer at any particular location, a Service Connection Charge in the amount specified in Schedule C - Miscellaneous and Standby Charges will be made by the Customer to the Company. However, this connection charge will not be made for unmetered street and traffic control light connections.

**III. EXCESS FACILITIES SERVICE**

Whenever the Customer requests the Company to provide Electric Service to a single premises as described in Subsection III.A., below, in a manner which requires the Company to supply equipment and facilities in excess of those which the Company normally would provide in Sections II. and XII. of the Terms and Conditions and the Company finds it practicable, such excess equipment and facilities shall be provided under the following conditions:

- A. Electric Service will be supplied through such excess equipment and facilities only to a single premises consisting of contiguous property whose surface is not divided by any dedicated public street, road, highway, alley or by property not owned or leased by the Customer.

**III. EXCESS FACILITIES SERVICE (Continued)**

- B. The facilities supplied shall be of a kind and type of transmission or distribution line or substation equipment normally used by or acceptable to the Company and shall be installed in a place and manner as mutually agreed upon. All equipment furnished and installed by the Company shall be and remain the property of the Company. When excess facilities are provided to provide Electric Service at more than one Delivery Point, the Company-supplied primary facilities interconnecting the Delivery Points shall be located on the Customer's premises. The charge for such excess facilities shall be calculated as specified in Schedule B, Excess Facilities Service Rate, of the Agreement.
- C. Whenever a Customer requests the Company to furnish an alternate source of delivery that the Company normally would not furnish, the Facilities Charge for the alternate delivery facilities shall be calculated as specified in Schedule B, Excess Facilities Service Rate, of the Agreement. When the facilities used to provide alternate service to a Customer are used to serve other customers also, the cost of such facilities shall be included in the calculation of the Facilities Charge only in the proportion that the capacity reserved for alternate service to the Customer bears to the operating capacity of such facilities.

Except as may be mutually agreed, for alternate service arrangements existing prior to July 1, 1997, where the alternate service delivery is made through a meter that is independent of the regular service meter, in addition to the charges for excess facilities the following provisions shall apply:

1. The Customer shall limit purchases through the alternate service meter to those times when the Company's provision of Electric Service to the regular service meter is interrupted, or for reasonable tests of the Customer's equipment, or for failure of the Customer's equipment necessitating temporary use of the alternate source.
2. The amount billed for Electric Service at the regular service meter shall be the amount determined by applying the appropriate Rate Schedule to the readings of the regular service meter alone.
3. The total combined amount billed for Electric Service at the regular service meter and the alternate service meter shall be determined by combining the readings of the regular service and alternate service meters and applying such combined kWh and demand to the Rate Schedule under which Electric Service is purchased at the regular service meter, but not less than the regular service meter amount plus the Alternate Service Meter Minimum Charge described in Schedule C — Municipal and County Miscellaneous and Standby Charges, of the Agreement.

**III. EXCESS FACILITIES SERVICE (Continued)**

4. The amount billed for Electric Service at the alternate service meter shall be the combined amount in Subsection III.C.3., above, less the regular service meter amount in Subsection III.C.2., above.
  5. When the service arrangements at such locations are modified and where practicable: (1) the service facilities will be arranged so that all electricity is measured by one meter whether supplied from the regular service or the alternate service; and (2) the charges for excess facilities shall be modified to reflect the revised metering arrangement.
- D. The Company shall not be required to make such installations of equipment and facilities in addition to those normally provided until the parties have executed such agreements and fulfilled such other conditions as may be appropriate for the installation contemplated.
- E. Upon initiating service under Section III for the purpose of master metering multiple Delivery Points for residential dwellings, the Customer shall not have the option of converting (or reverting) to individual metering for a period of ten years following initiation of the master metering, unless otherwise mutually agreed by the Company and the Customer.
- F. Nothing in this Section III shall be construed to prohibit the Customer from serving any Customer load on any contiguous property whether or not divided by a public street, road, highway, alley or property not owned by the Customer through Customer owned, maintained and operated equipment so long as the other provisions of these Terms and Conditions are not violated.

**IV. RIGHT OF ACCESS**

The Company shall have the right of access to the Customer's premises at all reasonable times for the purpose of reading the Company's meters, removing the Company's property and for any other purpose related to the inspection, operation, maintenance, or improvement of the Company's facilities.

**V. VOLTAGE VARIATION**

- A. Unless otherwise agreed by the Parties hereto in writing and attached hereto, the Company will endeavor to provide Electric Delivery Service voltages within the following limits:

The variation from nominal voltage to minimum voltage will not exceed 7.5% of nominal voltage, and the variation from nominal voltage to maximum voltage will not exceed 7.5% of nominal voltage. Variations in voltage in excess of these specifications arising from causes beyond the control of the Company shall not be considered a violation hereof.

**V. VOLTAGE VARIATION (Continued)**

B. The following definitions apply to terms used above:

Nominal Voltage - The reference level of service voltage;

Maximum Voltage - The greatest 5-minute mean or average voltage;

Minimum Voltage - The least 5-minute mean or average voltage.

**VI. METER READING AND BILLING OR REBILLING FOR METERED OR UNMETERED SERVICES**

A. Meters may be read in units of 10 kWh and bills rendered accordingly.

B. Meter Testing

1. The metering equipment installed by the Company to measure the electricity used by the Customer shall be tested by the Company in accordance with the Company's standard meter testing practices.
2. The Company will, without charge, make a test of the accuracy of registration of the metering equipment upon the request by the Customer, provided the Customer does not request such a test for any individual meter more frequently than once in each 24 months. If more than one request test is made in a 24-month period, the Customer will pay all costs of making all tests other than the first test unless the results of such additional request test indicate the accuracy of the meter to be more than 2% fast or slow, in which case no charge for said request test will be made.
3. When a meter is found to be no more than 2% fast or slow, no adjustment will be made in the Company's bills. If the meter is found to be more than 2% fast or slow because of incorrect calibration, the Company will rebill the Customer for the correct amount as reasonably calculated for a period equal to one-half of the time elapsed since the last previous test, but in no case for a period in excess of twelve months. The percentage registration of a meter will be calculated by the "weighted average" of light load and full load, which is calculated by giving a value of 1 to the light load and a value of 4 to the full load.

C. Unmetered Electric Service Due to Tampering

1. Whenever it is found that unmetered Electric Service is being used by the Customer as a result of tampering, the Customer will pay to the Company an amount reasonably estimated by the Company with input from the Customer to be sufficient to cover the Electric Service used but not recorded by the meter and not previously paid for.

**VI. METER READING AND BILLING OR REBILLING FOR METERED OR UNMETERED SERVICES (Continued)**

2. Whenever it is found that, as a result of tampering which occurred on the property of the Customer (excluding public roadways), unmetered Electric Service is being used by an agent or employee of the Customer and the Customer benefited from the use of the unmetered Electric Service, the Customer will pay to the Company an amount reasonably estimated by the Company with input from the Customer to be sufficient to cover the Electric Service used but not recorded by the meter and not previously paid for to the extent the Company cannot recover payment for the unmetered Electric Service from the Customer's agent or employee.

**D. Improper Billing – Other Than Incorrect Calibration or Tampering**

Whenever it is found that, for any reason other than incorrect calibration or tampering, the Company has not billed properly the Customer, the Company will rebill the Customer in accordance with the following:

1. In the event the true amount of Electric Service used by the Customer cannot be determined, an estimate will be made of the Electric Service used during the period in question. Such estimate will be based upon all known pertinent facts, and the amount of Electric Service so estimated will be used in calculating the corrected bill.
2. The period of rebilling shall be as required to correct billing, but shall not exceed thirty-six months from the original date that the Company notified the Customer. Where incorrect meter registration is the cause of improper billing, the total period of rebilling also shall not exceed one-half the time elapsed since the last previous test of the metering apparatus.

**E. Rendering of Bills Electronically**

1. Upon request of the Customer and upon execution of a suitable supplemental agreement, the Company will render bills electronically in accordance with the American National Standards Institute (ANSI) X12 standard for electric bills (EDI810 Transaction Set version 4010). The Company may from time to time upgrade to a newer standard, but will support previous standards for a reasonable period as to allow the Customer to upgrade to the newer standard. Upon initiation of electronic billing, the Company will render paper bills to the Customer for a period not to exceed three billing months.
2. For separately-billed accounts on a Consolidation of Bills statement, the Customer currently has the ability to view on the Company's Manage Your Account web portal an Adobe .pdf file of the billing statement for the Customer's own separately-billed "child" accounts, which comprise the Consolidation of Bills statement. The billing statements for the separately-billed "child" accounts are available only for the most recently completed billing month.

**VI. METER READING AND BILLING OR REBILLING FOR METERED OR UNMETERED SERVICES (Continued)**

By November 1, 2014, the Company will modify the Company's Key Customer and Manage Your Account web portals to allow Customers with a Consolidation of Bills statement the ability to access the billing statement for each of the separately-billed "child" accounts, which comprises the Consolidation of Bills statement, for the most recently completed billing month, plus the previous 11 consecutive billing months.

**F. Interval Meters, Data Pulses, Time and Data Pulses**

Interval meters, data pulses and, where available, time and data pulses shall be supplied in accordance with the following:

1. The Company shall provide an interval meter on a Delivery Point at no charge when the Customer's Maximum Measured Demand has reached or exceeded 500 kW during any three of the preceding 12 billing months or where the Company, in its sole judgment, determines the anticipated demand will reach or exceed 500 kW three or more times in the immediately prospective 12-month period. Any modems or other additional equipment will be provided in accordance with Subsection VI.G., below.

If the Customer does not meet the above criteria for an interval meter at no charge, the Customer may request an interval meter in accordance with the terms and charges stated in Subsection VI.G., below.

2. Subject to the availability and other provisions as described herein, the Company shall supply data pulses or data and time pulses upon the Customer's request at the point of the Company's metering using Company-owned contact closures. Such data pulses or data and time pulses are available only where (a) the Customer requests an interval meter in accordance with Subsection VI.G., below or (b) the Company has, for its own purposes or pursuant to Subsection VI.F.1., above, installed suitable instrument transformer metering equipment or suitable interval metering equipment. If the Company changes the type of metering equipment serving the Customer, the Company shall have the right to change the nature of the data pulses provided or discontinue providing pulses altogether, however, any charges to the Customer related to the provision of pulses shall be adjusted accordingly. The Company shall bill contact closures for data or data and time pulses to the Customer in accordance with the charges stated for contact closures in Subsection VI.G., below.



**VI. METER READING AND BILLING OR REBILLING FOR METERED OR UNMETERED SERVICES (Continued)**

3. The Company shall have access to any metering equipment installed pursuant to Subsections VI.F.1., VI.F.2., or VI.G. at no charge to the Company, via any telephone lines which the Customer may cause to be connected to such metering equipment.
4. The nature of time and data pulses vary according to the specific equipment involved and, accordingly, the Customer shall exercise due diligence in determining the nature of the pulses supplied. Upon (a) installation of the facilities used by the Company to supply pulses and (b) any subsequent changes in the nature of the pulses supplied, the Company will provide the Customer written notification of the number of circuits, whether the pulses are totalized or non-totalized, and whether the pulses include or exclude time pulses.
5. The Company shall not be responsible for any of the following:
  - a. Any and all communications and control equipment between the Customer's equipment and the Company's metering points;
  - b. The precise synchronization of the Company's meter clock time with the clock time used by the Customer;
  - c. The accuracy or malfunction of the Customer's related equipment; or
  - d. The Customer's use, misuse or misapplication of the pulse data or interval data.
6. The Company may make reasonable and necessary changes to the Company's facilities involved in the supply of interval data, or time or data pulses, including, but not limited to, changes in the current transformer ratios, changes in the potential transformer ratios, changes in the pulse initiating equipment, and changes in the interval data capturing or recording equipment. The Customer shall be responsible for making any changes to the Customer's equipment necessitated by changes in the Company's equipment.
7. The following provisions apply to the locations where the Company provided time or data pulses prior to July 1, 2001:
  - a. If, at the service location, the Customer has installed and has in normal daily operation, an automated energy management system which meets the Company's specifications, a facilities charge shall be made for the additional facilities required to supply pulses only to the extent the cost of the additional facilities exceeds the cost of a standard contact closure installation. The standard installation shall be for electricity delivered at 480 Volts or less; shall be based on supplying pulses for the actual number of Company-supplied Delivery Points not to exceed four Company-supplied Delivery Points; and shall include data transmission wiring between the actual number of Company-supplied Delivery Points, not to exceed four Company-supplied Delivery Points, with such wiring utilizing Customer installed, owned, and maintained conduit.

**VI. METER READING AND BILLING OR REBILLING FOR METERED OR UNMETERED SERVICES (Continued)**

- b. When pulses are supplied in accordance with Subsection VI.F.2., the Customer's energy management equipment and any records relating directly to (1) the maintenance of such energy management equipment and (2) the use of the pulses for load control purposes shall be subject at all reasonable times to inspection by the Company. The Customer shall maintain such records which cover the most recent six months of the equipment's operation.
8. For services provided by the Company pursuant to this Subsection VI.F., the Company shall not be liable for any losses or damages whether based on contract, strict liability, or warranty (whether expressed or implied), arising from, caused by, or resulting from the use or misuse of such services by the Customer or the supply of such services by the Company.

**G. Charges for Customer-requested Interval Meters and for Contact Closures**

As provided for in the tables below, interval meters and contact closures shall be available to Customer upon Customer request.

The specified charges for each option shall apply as follows:

1. The applicable Installation Charge listed below shall be increased by the TERF, as described in Subsection XII.H.2., and shall be paid by the Customer prior to the installation.
2. In addition, the Customer shall pay an on-going Monthly O & M Charge that is equal to the applicable Installation Charge multiplied by the currently effective Distribution and Substation One-time Excess Facilities Charge percentage, as shown in Schedule B, Excess Facilities Service Rate, of the Agreement. Such payment will continue until the Interval Metering Service Option is discontinued in accordance with Subsection VI.G.3., below.
3. The One-time Removal Charge shall apply when either a) the Customer requests removal of the Interval Metering Service Option or b) the Customer discontinues Electric Service at the location of the Interval Metering Service Option.
4. The Company will acknowledge receipt of the Customer's request for Interval Metering Service Options in writing within five business days after receiving such request. The Company's response shall include an explanation of the process and identify the Customer's prerequisites for commencing and completing the work. Once the Customer has completed the applicable prerequisites, the Company shall complete the work within 45 calendar days, or as promptly as working conditions permit.

## VI. METER READING AND BILLING OR REBILLING FOR METERED OR UNMETERED SERVICES (Continued)

The applicable Installation Charges and One-time Removal Charges for the Interval Metering Service Options are as follows:

| <b>Interval Metering Service Options<br/>Installation and One-time Removal Charges for Interval Meters</b> |                            |                                |
|--|----------------------------|--------------------------------|
| <b>Type</b>  | <b>Installation Charge</b> | <b>One-time Removal Charge</b> |
| Single-phase, 240 Volt, class 200  | \$271.50                   | \$62.38                        |
| Single-phase, 240 Volt, 3 wire, class 320  | \$216.48                   | \$62.38                        |
| Single-phase, 240 Volt, 3 wire, class 400<br>OR<br>Three-phase, 120 Volt, 4 wire, class 400                | \$787.70                   | \$143.75                       |
| Three-phase, 120 Volt, 4 wire,<br>class 200 and 320, or class 10 and 20                                    | \$233.79                   | \$143.75                       |

| <b>Installation and One-time Removal Charges for Contact Closures</b>                             |                            |                                |
|---|----------------------------|--------------------------------|
| <b>Type</b>   | <b>Installation Charge</b> | <b>One-time Removal Charge</b> |
| One Circuit (Assumes Recorder Under Glass), or Single Service (Assumes Demand Meter Installation) | \$203.77                   | \$108.49                       |
| Additional Circuits at Same Site (Assumes Recorder Under Glass)                                   | \$122.40                   | \$27.12                        |

If the Customer requests a special metering functionality (i.e., an Interval Metering Service Option configuration that is different from the types stated above, and that is determined by the Company to be within its capability to provide), the Company will acknowledge receipt of the Customer's request for the special metering functionality in writing within five business days after receiving such request. The Company's response shall indicate that within 30 days the Company will provide the Customer with the applicable Installation Charge (calculated by the Company on the basis of net incremental cost), the One-time Removal Charge, the Monthly O & M Charge, the process, and the Customer's prerequisites, which must be completed before the Company can commence and complete the installation of the special metering functionality.

**VI. METER READING AND BILLING OR REBILLING FOR METERED OR UNMETERED SERVICES (Continued)**

Once the Customer has completed the applicable prerequisites, the Company shall provide the special metering functionality within 45 calendar days, or as promptly as working conditions permit.

The Company will own interval metering service devices used for measuring and billing the Customer for its consumption of demand and energy. The Company is responsible for the installation and removal of all meters.

**H. Contract Minimums**

1. Effective July 1, 2001, the Company may require, in response to the Customer's request for newly initiated or increased load of the Customer, contract minimum amounts for a separately-billed account ("account") if any of these three conditions exist:
  - a. The account has a delivery capacity of 500 kVA or more and the Company's Net Cost exceeds \$5,000;
  - b. The delivery capacity is less than 500 kVA and the Company's estimated Net Cost to connect Electric Service or rearrange to match the Customer's requested load requirement exceeds the greater of \$10,000 or \$50 per kVA of anticipated load; or
  - c. The loading of a transformer caused by serving new or rearranged electrical loads rearranged at the Customer's request is to be less than fifty percent of such transformer's nominal capacity for a period of more than twelve months and no more than five percent of the nominal capacity of the transformer is used to serve other customers.
2. The Net Cost amounts above shall exclude improvements to existing facilities used in common with third parties to the extent the Customer's newly initiated or increased load is not at least one-fourth of the maximum steady load capacity of the existing equipment. [For example, when a transformer with a capacity of 1,500 kVA serves the existing load of multiple customers totaling 1,300 kVA including the Customer's load of 300 kVA, and the Customer adds 374 kVA of load for a total Customer load of 674 kVA, and the Company replaces the existing transformer with the next largest transformer having a capacity of 2,000 kVA, then the Company's Net Cost of the transformer replacement would not be included as a cost component in determining whether the \$5,000 threshold of item (1), above, was met because the Customer's additional 374 kVA load did not total 25% or more of the capacity of the existing 1,500 kVA transformer. However, if the Customer adds 375 kVA of load (rather than 374 kVA of load), then the Company may include its Net Cost of re-sizing the transformer from 1,500 kVA to 2,000 kVA in determining whether the \$5,000 threshold was met.]

**VI. METER READING AND BILLING OR REBILLING FOR METERED OR UNMETERED SERVICES (Continued)**

3. Minimums shall be in the form of a minimum kW amount to be applied to the charges for Electric Delivery Service (as opposed to Electricity Supply Service), except where Electric Delivery Service charges are not stated as discrete dollar amounts per kW for only Electric Delivery Services, in which case they shall be in the form of a stated dollar minimum. The Company may establish both a kW-based minimum and a stated dollar minimum for a given account, but shall only apply the kW-based minimum when the account is billed under a rate having a discrete dollar amount per kW for only Electric Delivery Service, and the Company shall only apply the stated dollar minimum when the account is billed under a rate that does not have a discrete dollar amount per kW for only Electric Delivery Service. The Company shall reasonably determine, based on information provided by the Customer or the Customer's designee, the anticipated kVA at the Delivery Point and any stated dollar minimum. Any kW minimum amount shall not exceed 70 percent of the anticipated peak kVA load utilized by the Company to size its equipment.
4. For accounts served under a Rate Schedule that does not contain discrete per kW charges for Electric Delivery Service, any stated dollar minimum shall not exceed 50 percent of the anticipated average monthly bill (excluding Fuel Charge Rider A charges) for all components of service. For accounts served under a Rate Schedule that contains discrete per kW charges for Electric Delivery Service, the stated dollar minimum shall not exceed 70 percent of the anticipated average monthly bill for Electric Delivery Service. The Initial Term of such minimum shall be the number of whole years necessary for the present value of the minimum revenue to equal the Company's net cost of extensions or improvements, but in no case shall it be less than one year nor more than ten years. Upon request, the Company shall provide its work papers showing its calculations pursuant to this Subsection VI.H. Upon request, the Company shall reduce the initial term if loads added by other customers increase the utilization of any Company equipment whose cost was used in calculation of the initial term, with such reduced term being determined under the method described above for initial term determination. If during the initial term the Customer's load is not maintained at the anticipated level used in establishing the minimum amounts and initial term, the minimum amounts and the initial term shall upon Customer request be revised commensurate with the capacity of appropriately re-sized equipment upon payment by the Customer of the Company's currently estimated cost to re-size such equipment, excluding the material cost of transformers and meters. Following the initial term, minimum amounts determined under this Subsection VI.H. shall continue during the term of service on a month-to-month basis, however, upon request of the Customer the minimum amount shall be revised commensurate with any reduction in anticipated load upon payment by the Customer of the currently estimated labor and transportation charges to re-size the equipment appropriately for such reduced load.

**VI. METER READING AND BILLING OR REBILLING FOR METERED OR UNMETERED SERVICES (Continued)**

5. Minimum provisions entered into prior to July 1, 2001, shall remain in place as previously agreed to until such time in the normal course of business that such minimum provision is to be modified, in which case such modified minimum shall be established in accordance with this Subsection VI.H.

**VII. SELECTION OF SCHEDULE**

The following applies to accounts of the Customer:

- A. The Customer will select the particular Rate Schedule of those applicable, under which the Customer desires to purchase Electric Service. The Company may assist the Customer in making this selection but responsibility for the selection rests exclusively with the Customer. The Customer may change its selection of an applicable Rate Schedule in accordance with the terms of the Rate Schedule or any separate agreement relating to the supply of Electric Service to the facility. Such Rate Schedule change will become effective for Electric Service used on and after the meter reading immediately following written notice from the Customer of the selection of a new Rate Schedule, but not earlier than the date permitted under the applicable Rate Schedule or separate agreement.
- B. In an effort to assist the Customer as described in Subsection VII.A., above, the Company will endeavor to review, at least once every 14 months, those accounts being billed under one of the various standard-design Rate Schedules. The purpose of the review will be to determine, based on historical electrical demand and usage information, which accounts, if any, may realize lower billing on an applicable alternate standard-design Rate Schedule. The Company will contact the Customer regarding accounts that may realize more than a minimal savings as determined by the Company's standard policy for making contact. For a Rate Schedule with time-of-usage pricing, limited end-use application, and similar features which require information not normally captured by the Company's billing and account records for customers served under a standard-design Rate Schedule, the Company will perform comparisons upon the Customer's request provided the Customer assists by providing estimated electrical usage information and provided that comparisons for any particular service location are not requested more frequently than once every nine months.

**VIII. PAYMENTS**

- A. The provision of Electric Service by the Company is contingent upon the Customer's payment to the Company of all charges due from the Customer.

**VIII. PAYMENTS (Continued)**

- B. The Company will render bills to the Customer at regular intervals. Bills are due and payable upon presentation and become past due on the next bill date. The bill date is shown on the bill and is the date on which the bill is prepared in the Company's billing operations. In no event shall the time between the date of billing preparation and the date by which payment must be received in the Company's office in order to avoid a late payment charge be less than 35 days. In the event payment shall not be received within 35 days of the bill date, a late payment charge of 1.5% per month will be imposed from the bill date to the date of payment on all past due amounts. No late payment charge shall be imposed if the Company fails to mail bills promptly after the billing date. The Customer may designate its billing address.
- C. When the initial or final billing period for a street or traffic lighting service is other than 30 days, the initial or final bill shall be prorated based on the number of days of service covered by such bill as compared to 30 days. The Company's bills to the Customer will reflect the installation and removal of street lights on a timely basis. The Company will exercise reasonable diligence to reflect such street light changes on its bills within 45 days thereof.
- D. Bills are payable at any bill payment location designated by the Company or to any collector or collection agency duly authorized by the Company. Payment shall be paid without regard to any counterclaim. Such payment shall not affect the Customer's claim therefore.
- E. Consolidation of Bills Service

Upon Customer's request, the Company may agree to provide a consolidation of bills service for certain accounts provided:

1. The Customer has a minimum of twenty-five eligible accounts billed to the same mailing address.
2. The Customer agrees to pay the total amount billed by the Payment Due Date. Where the Customer has elected to receive one bill per month, the Payment Due Date is 15 days after the billing date shown on the Consolidation of Bills statement; where the Customer has elected to receive two bills per month, the Payment Due Date is 22 days following said billing date; and where the Customer has elected to receive three bills per month, the Payment Due Date is 25 days following said billing date. Normally, no account that is part of the Consolidation of Bills service will be billed more than once per billing month. If not paid by the Payment Due Date, a late payment charge of 1.5% per month shall be made on any outstanding balance.

**VIII. PAYMENTS (Continued)**

3. The Customer agrees to pay by check with the appropriate Consolidation of Bills cashier coupon enclosed. Payments may be made at any bill payment location designated by the Company. Alternatively, the Customer may pay electronically in accordance with Subsection VIII.F., below. The Company will advise VEPGA through the JAC, if and when the business decision is made to implement new web-based billing and payment.

No other method of payment for Consolidation of Bills is acceptable. The Company will not waive late payment charges which may accrue due to improper attempts to make timely payments.

4. A continuous course of improper payment or late payment shall be construed as a failure to comply with this portion of the Agreement and may subject the Customer to termination of the Consolidation of Bills service.
5. The Customer and the Company shall enter into a letter supplement to this Agreement which incorporates other provisions of the Consolidation of Bills service including, but not limited to provisions for the termination of the service and instructions for initial and final bills for an individual account.

- F. Upon the Customer's request and upon execution of a suitable supplemental agreement, the Company will accept payments electronically in accordance with the following provisions:

1. Electronic payments must be sent to the Company's consolidation bank using "CTX" with the American National Standards Institute (ANSI) X12 standard addendum for customer payments (EDI820 Transaction Set, version 4010), detailing each of the Customer's accounts being paid and the amount being paid for each account. The Company may from time to time upgrade to a newer standard, but will support previous standards for a reasonable period as to allow the Customer to upgrade to the newer standard.
2. If the Customer's failure to provide complete and accurate information with the payment transmission results in posting of the payments beyond the date upon which late payment charges are ordinarily assessed, such late payment charges shall be applied.

**IX. USE OF ELECTRICITY BY CUSTOMER**

- A. In order to protect the Company's equipment, electricity delivered to those locations served by the Company shall not be used in conjunction with any other source of electricity without previous written consent of the Company which consent shall not be unreasonably withheld (see Section XIII. hereof and the applicable Rate Schedule attached hereto), except that emergency standby generation may be used without such written consent during periods when the delivery of electricity by the Company may fail or be interrupted, provided the Customer's facilities are disconnected from the Company's facilities before the standby generation energizes the Customer's facilities.



**IX. USE OF ELECTRICITY BY CUSTOMER (Continued)**

- B. Because the Company's facilities used in delivering Electric Service to the Customer have a definite limited capacity and can be damaged by overloads, the Customer shall give at least 90 days' notice to the Company and obtain the Company's consent before making any substantial increase in the total amount of load or before making any substantial change in the nature of load connected to the Company's service. In the event of a substantial load decrease, the Customer shall endeavor to notify the Company 30 days prior to the decrease, but in all cases shall notify the Company not more than 30 days after effecting the load decrease.
- C. The Customer shall not use electricity in any manner which will be detrimental to the Company's provision of Electric Service to other customers. The Company reserves the right, but shall have no duty, to determine the suitability of apparatus or appliances to be connected to its delivery system by the Customer and to refuse to continue or provide Electric Service if it reasonably shall determine that the operation of such apparatus or appliances may be detrimental to its general provision of Electric Service.
- D. In the event the Customer installs equipment which produces harmonics in excess of five percent Total Harmonic Distortion ("THD") and/or three percent of any single harmonic, the Customer will provide and install, at its own risk and expense, all equipment necessary to reduce such harmonics to five percent or less THD and/or to three percent or less of any single harmonic.
- E. The Parties to this Agreement will continue to support an active energy efficiency and load management program with the twin goals of improving energy efficiency and reducing operating costs.
1. In the furtherance of these goals, the Company may at its discretion and upon approval by the Customer, offer energy related services to maximize efficiency in energy consumption and cost which include, but are not limited to the following:
    - a. energy auditing services;
    - b. financial incentives such as rebates, performance based contracting and shared energy saving financing of energy conservation measures;
    - c. energy information services including submetering, energy use reporting, energy management systems, and energy billing management, to encourage energy efficiency measures; and
    - d. energy asset management services, which may include owning, operating, purchasing fuels for, and maintaining, energy facilities and equipment.
  2. The specifics of such options, including pricing and the terms and conditions, shall be negotiated on an individual customer basis.

**IX. USE OF ELECTRICITY BY CUSTOMER (Continued)**

3. For consulting services, billing comparisons, and other services provided by the Company pursuant to this Subsection IX.E., the Company shall not be liable for any losses or damages whatsoever, whether based on contract, strict liability, tort (including negligence), or warranty (whether expressed or implied), arising from, caused by, or resulting from the use or misuse of such services by the Customer or the supply of such services by the Company.

**X. RESPONSIBILITY OF CUSTOMER AND COMPANY**

- A. The Customer shall be responsible for keeping persons and vehicles which it reasonably believes to be unauthorized away from Company property installed on the Customer's premises.
- B. The Customer will make a reasonable effort to protect the Company's property on the Customer's premises, but shall not be liable for the cost of repairs or damage to such property unless same was caused by the negligence or willful misconduct of Customer's employees or authorized agents.
  1. When the Company's facilities serving a given location have been damaged by repeated and continued acts of vandalism, the Company will offer innovative solutions to this issue. Regarding streetlights, if the Customer is not in agreement with the Company's innovative solution and if the Customer does not agree to accept financial responsibility for the Materials costs associated with replacing the streetlight, the Company shall have the right to remove the streetlight in accordance with Subsection X.B.2, below.
  2. Prior to removing the streetlights in accordance with Subsection X.B.1., above, the Company shall notify the Customer in writing that (a) the innovative solutions undertaken by the Company in accordance with Subsection X.B.1., above, have not worked and (b) the streetlights will be removed unless the Customer agrees to pay the Materials costs for replacing the streetlight, with the Company paying the manpower costs for replacing the streetlight. If the Customer does not agree within ninety (90) days of its receipt of the Company's notice to pay such Materials costs, the Company shall have the right to remove the streetlight.
- C. Electric Service is supplied by the Company and purchased by the Customer upon the express condition that after it passes the Delivery Point, it becomes the property of the Customer to be used only as herein provided; and unless the negligence or willful misconduct of the Company or its agents or employees shall be a proximate cause thereof, the Company shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electricity after it passes the Delivery Point, or for any loss or damage resulting from the presence, character, or condition of the wires or equipment of the Customer or for the inspection or repair thereof.

**X. RESPONSIBILITY OF CUSTOMER AND COMPANY (Continued)**

- D. The Company shall protect, maintain and repair the Company's wiring and equipment. The Customer shall protect, maintain and repair the Customer's wiring and equipment. Should the Customer report trouble with the provision of Electric Service, the Company will endeavor to respond with reasonable dispatch to such call with the purpose only of correcting such trouble as may be in the Company's equipment supplying the Customer. It is understood that the Company has no responsibility to inspect equipment of the Customer and normally will not make such an inspection. However, if the trouble appears to be in the Customer's wiring or appliances, the Company's employees may make, if requested by the Customer, such inspection of the Customer's wiring or equipment as the Company's employees are prepared to make, but any such inspection of the Customer's wiring or equipment by the Company's employees is made with the express condition that the Customer assumes the entire and sole risk, liability, and responsibility for all acts, omissions, and negligence of the Company's employees except the Company retains all responsibility for gross negligence of its employees.
- E. The Company will follow its policy for cleaning and relamping of Company-owned street and outdoor lighting fixtures as set forth below.
1. Fixtures will be cleaned and relamped according to the following schedule, however, the Company will be allowed up to six additional months to accommodate the Company's scheduling requirements.
    - a. Mercury vapor and metal halide fixtures will be cleaned and relamped every four years.
    - b. High pressure sodium vapor fixtures will be cleaned and relamped every six years.
    - c. Lens replacement will be included in the re-lamping when the old lens causes a reduction in the amount of luminance.
  2. Upon written request, the Company will supply to the Customer, the cleaning and relamping schedules described below. Each schedule will be supplied at no charge provided the Customer does not request a particular schedule more than once per year.
    - a. The Company will supply a schedule showing the locations where cleaning and relamping has taken place during the previous 12 months. Such schedule shall be supplied within 90 days of request.

**X. RESPONSIBILITY OF CUSTOMER AND COMPANY (Continued)**

- b. The Company will supply a schedule of fixtures to be cleaned and relamped during each of the next two calendar years. Such schedule shall be supplied within 90 days of request; however, the Company shall not be required to supply such information prior to the first day of October.
  
- F. If either the Company or the Customer determines there is a discrepancy in the Company's Geographic Information System ("GIS") compared to the streetlight inventory at the Customer's service location, the Company will initiate a research and verification process and make any necessary corrections to the Company's GIS, the Customer's affected service location(s), and the Company's billing system. Upon written request of the Customer, the Company will initiate research, verification, and corrections of streetlight asset data in a targeted area that is mutually agreeable to the Company and the Customer. When the Customer initiates such a written request, at the discretion of the Company the Customer may provide the Company with a representative to assist with any necessary field survey work. Upon written request of the Customer, the Company will provide to the Customer the Company's GIS streetlight inventory for only the Customer's streetlight service locations as often as once every 12 calendar months.
  
- G. For any group of unmetered services, the Company may require, not more frequently than once every three years, that the Customer provide a qualified representative to accompany and assist the Company in conducting a field survey of all such unmetered services provided to the Customer.
  
- H. The Company shall maintain an Internet application for purposes of joint management of streetlight outage reporting and repair tracking. The Internet application shall be accessible to the Customer by a user identification and password, and the Customer shall track streetlight outages using the Internet application. For those lights billed to the Customer, the Internet application shall show at a minimum the date the outage was reported, the work request number assigned by the Company, the location of the light, the project status, the outage cause once known, the completion date once known, and the total number of days out. For streetlights outages of sufficient duration to require adjustment to streetlight billing, billing adjustment reports shall be available to the Customer at intervals not exceeding approximately one month and shall show the work location, the lumen size, the type of lamp (mercury vapor, metal halide, solid state, or high pressure sodium vapor), the type of fixture (Type 1 or Type 2), and the amount of the applicable bill adjustment. The Company may at its discretion provide such billing adjustment reports either in printed form or electronically.

**X. RESPONSIBILITY OF CUSTOMER AND COMPANY (Continued)**

- I. Should the Customer desire the trimming of trees and brush to remove obstructions to the distribution of light from the Company's luminaires, the Customer may employ personnel to do such trimming around the Company's lighting facilities, provided, however, that adequate precautions must be taken against damaging the Company's facilities. In addition, for lighting facilities that are fed by overhead wires or are within ten feet of the Company's overhead wires, the tree trimming personnel must be qualified to work in the proximity of the energized conductors and must follow all applicable regulations and law.

**XI. INTERRUPTIONS TO THE PROVISION OF ELECTRIC SERVICE**

- A. The Company will use reasonable efforts to provide Electric Service that is uninterrupted, but it does not undertake to guarantee that interruption will not occur. Therefore, should Electric Service fail or be interrupted or become defective through an act of God, or the public enemy, or Federal, State, Municipal, County or other public authority, or because of accident, strikes or labor troubles, or any other cause beyond the reasonable control of the Company, the Company shall not be liable for such failure, interruption or defect.
- B. In the event of a power shortage or an adverse condition or disturbance on the delivery system of the Company or on any other directly or indirectly interconnected system, the Company may, without notice and without incurring liability, take such emergency action as, in the judgment of the Company, may be necessary. Such emergency action may include, but not be limited to, reduction or interruption of Electric Service to some customers or areas in order to compensate for a power shortage on the Company's system or to limit the extent or duration of the adverse condition or disturbance on the Company's system or to prevent damage to the Customer's equipment or the Company's generation or transmission facilities, or to expedite the restoration of service. The Company also may reduce Electric Service to compensate for an emergency condition on an interconnected system.
- C. In the event the Company cannot supply all of its customers their usual requirements by reason of strikes, accidents, want of fuel, or for any other reason, the Company may, without notice and without incurring liability, implement a distribution circuit disconnection procedure on a rotating basis to the extent necessary to prevent an uncontrolled power interruption or to conserve fuel, to the extent required under the circumstances, in which event the amount of load curtailed, the length of each circuit's outage, and the duration of the program will be determined on the basis of what is, in the Company's opinion, reasonably necessary to minimize adverse impact on the public health and safety and facilitate restoration of normal service to all customers at the earliest time practicable.

**XI. INTERRUPTIONS TO THE PROVISION OF ELECTRIC SERVICE (Continued)**

- D. If the Company in good faith believes that, because of civil disorder, riot, insurrection, war, fire, or other conditions beyond the reasonable control of the Company in the vicinity of its energized facilities, it is necessary to de-energize a portion of its facilities for the protection of the public, or if ordered by duly constituted public authority to do so, the Company may, without incurring liability, de-energize its facilities in such vicinity or in such related area as practically may be required, and the Company shall not be obligated to furnish Electric Service through such facilities, but the Company shall be prompt and diligent in re-energizing its facilities and restoring its service as soon as it believes in the exercise of reasonable care for the protection of the public and the employees of the Company that such action can be taken with reasonable safety.

**XII. ELECTRIC LINE EXTENSIONS****A. Customer Requests for Overhead Electric Line Extension**

When the cost to construct or own any overhead electric line extension exceeds four times the Additional Annual Revenue, the Company will provide Electric Service to the Customer, in accordance with Subsection XII.C.2, XII.C.3, or XII.C.4, below.

**B. Master Metering**

Existing master metered installations will continue to be master metered, except that at the Customer's request, the Company may provide in lieu thereof, individually metered service. If the Customer requests individually metered service, the Customer shall pay to the Company the Excess of Four Years' Revenue and as applied to the additional cost of any new facilities that may be required plus the value of any excess facilities at the location for which the Customer has not paid previously. The location of the new Delivery Point(s) shall be determined by mutual agreement. For residential dwellings, once the conversion to individual metering has been made, the Customer shall not have the option of establishing, reestablishing or expanding excess facilities under Section III for the purpose of reverting to master metering for a period of ten years following the date of conversion, unless otherwise mutually agreed by the Company and the Customer.

**C. Customer Requests for New Electric Service, Customer Trenching, Underground Development, Franchise Agreements**

The Company will provide to the Customer new Electric Service for facilities previously not provided with Electric Service as follows:

1. The Company will provide new underground Electric Service in an Underground Distribution Area upon payment to the Company of the Excess of Four Years' Revenue. Provided, however, the Company shall not be obligated to construct or own any electric underground line extension beyond the property line of the Customer.

**XII. ELECTRIC LINE EXTENSIONS (Continued)**

2. The Company will provide new Electric Service for traffic signals upon payment of the Excess of Four Years' Revenue.
3. New Electric Service for all outdoor lighting will be provided upon payment of the Excess of Four Years' Revenue, including those located in an Underground Distribution Area.
4. The Company will provide Electric Service for new metered services and for upgrades to existing metered services upon payment of the Excess of Four Years' Revenue.
5. The Company will provide new Electric Service for all other circumstances, including conversions from overhead to underground, as set forth in Subsection XII.D., below.
6. The following provisions shall apply to any electric line extensions governed by these Terms and Conditions:
  - a. When the Customer provides trenching and backfilling or furnishes a meter pedestal approved by the Company or when the costs of trenching and backfilling are shared by another utility, the Company's charge for providing underground Electric Service will be reduced by the average reduction in cost to the Company resulting therefrom;
  - b. Within any development for which underground Electric Service has been installed, only underground Electric Service will be provided by the Company and it will be pursuant to the non-residential provisions of Section XXII of the Company's *Virginia Jurisdictional Terms and Conditions and Schedules for the Provision of Electric Service*, upon the effective date of the Agreement.
  - c. To the extent a Customer's franchise agreement encompasses payments for conversions from overhead to underground, the provisions of such franchise agreement shall control.

**D. Customer Requests for All Other Electric Line Extensions**

Upon the effective date of the Agreement, all of the applicable non-residential provisions in the currently effective version of Section XXII – Electric Line Extensions and Installations (“Section XXII”) of the Company's *Virginia Jurisdictional Terms and Conditions and Schedules for the Provision of Electric Service* are applicable to requests not listed in Subsections XII.C.1., XII.C.2., XII.C.3., and XII.C.4, above. This Section XII.D addresses underground Electric Service for all Customer requests with the exception of those service requests described in Subsection XII.C, above.

**XII. ELECTRIC LINE EXTENSIONS (Continued)****E. Converting Overhead Facilities to Underground**

Upon the effective date of the Agreement and with respect to converting overhead facilities to underground facilities, in addition to the charges outlined in the non-residential provisions of Section XXII of the Company's Virginia Jurisdictional *Terms and Conditions and Schedules for the Provision of Electric Service*, the following provisions shall apply:

1. The Customer will not be required to pay for any Betterment, resulting in the Customer's being responsible only for costs needed to underground the existing overhead electric line, including equipment necessary due to such undergrounding. The Customer will not be responsible for the cost of equipment beyond the minimum required to complete the undergrounding of the existing overhead electric line. The Customer may offer an alternate design for consideration by the Company. When the charges to the Customer are based on actual project cost, the amounts determined as Betterment and non-Betterment shall be proportional to those determined under the estimated project cost.
2. A written agreement shall be prepared regarding the work to be performed by the Company in an underground conversion project. Such agreement shall (a) be in the form of a letter agreement or other suitable form as agreed by the parties, (b) describe the scope of the project, (c) specifically identify any facilities installed by the Customer pursuant to Subsections XII.E.4. and XII.E.5., below, and (d) specify dates for completion of work as mutually agreed upon by the Company and the Customer. At the request of the Customer, any such agreement also shall include a liquidated damages clause in an amount agreed to by the parties to be paid by the Company if the completion dates are not met. Such damages shall not apply if a delay in construction is beyond the control of the Company and its subcontractors.  
  
The agreement also may include incentives for early completion as agreed to by the parties.
3. If requested by the Customer in writing prior to the beginning of construction, the Company will provide a fixed-price agreement for the portion of the project undertaken by the Company. Where a fixed-price agreement has been executed, the Customer shall pay the fixed price, regardless of whether the Company's actual costs are greater than or less than the fixed price.
4. The Customer may, at its option, handle some or all Civil Construction aspects of the project provided the facilities constructed meet quality, design and installation standards which are satisfactory to the Company and, upon completion, pass the Company's final inspection. If the Customer undertakes the Civil Construction portion of the project, it will pay the actual inspection charges to the Company for reasonable inspection service provided by the Company.



**XII. ELECTRIC LINE EXTENSIONS (Continued)**

The Company will not provide the Customer with the Company's complete set of construction standards. However, the Company will continue to provide the Customer with a drawing of the specific item to be constructed and will continue to provide an explanation to the Customer of the Company's construction requirements. In addition, the Company will provide data to the Customer for the specific installation and, upon Customer request, will provide the Customer with applicable drawings and specifications in the Company's construction standards.

5. The Customer may, at its option, handle the Electrical Construction aspects of a conversion project provided that, in the Company's reasonable judgment, the Company's employed craft labor are engaged fully in other projects and so cannot be expected to complete the Electrical Construction within the normally anticipated cost parameters or within the reasonably required timeframe. If the Customer handles the Electrical Construction aspect of the project, such work shall be performed pursuant to the Company's written specifications, work rules, and construction practices then in effect. The Customer shall use Company-supplied Material and the work shall be performed by a contractor which is on the list of contractors approved and supplied by the Company at the time the contract is entered into. If the Customer undertakes the Electrical Construction portion of the project, it shall pay the actual inspection charges to the Company for reasonable inspection service provided by the Company. The Company's inspector shall have the right to work directly with the contractor and correct or stop the contractor's work in order to enforce the Company's written specifications, work rules, and construction practices. If any such action is taken, the Company shall notify the Customer as soon as reasonably possible. Additional criteria for evaluating the acceptability of contractors is provided in Section XV. of the Terms and Conditions.
6. If the Customer handles any Civil Construction or Electrical Construction aspects of a project, the Customer or its contractors shall submit to the Company all reports, drawings and explanations applicable to the project in order to satisfy the Company's "as-built" record keeping requirements. The Customer also shall be responsible for:
  - a. The safekeeping of any Materials;
  - b. The return to the Company's storeroom of any unused Materials; and
  - c. The reconciliation of discrepancies between Materials furnished by the Company, Materials used in the work and Materials returned to the Company.

**XII. ELECTRIC LINE EXTENSIONS (Continued)**

The Customer shall, upon receipt of an invoice, reimburse the Company at the Company's cost for Material discrepancies or for damages to Materials returned.

7. In the event the Customer performs work as allowed in this Subsection XII.E., the contracts between the Customer and the Customer's contractors shall provide for any necessary or unforeseen field changes due to construction conditions and/or omissions by the designer. Where design changes are required after construction begins, such changes shall be approved by the Company and any additional cost borne by the Customer.
8. The Customer's contract with its contractors for work allowed under this Subsection XII.E. shall:
  - a. Require the contractors to defend, indemnify and hold the Company harmless, as a valid third party beneficiary of such contract, from and against all liens, claims, losses, demands, damages, liabilities, attorney's fees, costs and causes of action in any manner arising out of, resulting from, caused by or in connection with the contractor's and any subcontractor's performance of services for the Customer, including but not limited to personal injury or death to persons and damage to any property (including the Company's and Customer's property), unless attributable to the sole negligence of the Company;
  - b. Require that the contractors warrant to the Company, as a valid third party beneficiary of such contract, that the contractors' services, workmanship, and all equipment and materials not furnished by the Company are free from defects and that any material or equipment not furnished by the Company is merchantable and fit for its intended purpose;
  - c. Require that such contractors shall obtain, and maintain during the course of their performance thereunder, insurance in such forms and amounts as normally required by the Company from its contractors as set forth in the Company's written general terms and conditions for construction and maintenance services; and
  - d. Require that the contractors' commercial general liability policies (and umbrella or excess liability policies) name the Company as an additional insured under such policies.

Upon the Company's request, the Customer shall provide the Company with written assurances, satisfactory to the Company, of the Customer's compliance with the provisions of this Subsection XII.E.8.

**XII. ELECTRIC LINE EXTENSIONS (Continued)**

9. When the Customer handles any contracting work, in no event shall the Company make payments to the Customer for any portion of a credit (e.g., Additional Annual Revenue) the Customer would have received otherwise if the Company had handled the construction.
10. Upon 60 day's advance written request from the Customer, the Company shall evaluate a contractor of the Customer's choice for potential placement on the Company's list of approved contractors. Whether the contractor is accepted or rejected by the Company, the Customer shall pay the Company for its documented direct cost and the normally applied indirect cost of such evaluation in accordance with the Company's standard customer cost determination procedures for relocation work. If accepted, the contractor shall be placed on and shall remain on the Company's list of approved contractors for a period of one year, except that the Company at any time and without notice may remove the contractor from the approved list due to the contractor's failure to work according to the Company's normal quality standards or work rules. The amount charged by the Company for such evaluation shall not exceed the maximum approval charge, which shall be \$5,000 multiplied by the annual CPI for the last completed calendar year then divided by the annual CPI for calendar year 2000. The CPI as used herein shall be the Consumer Price Index for All Urban Consumers (CPI-U) as most recently reported by the U.S. Bureau of Labor Statistics.

**F. Customer Rights**

With respect to new line construction, in addition to the charges outlined in Section XXII of the Company's Virginia Jurisdictional *Terms and Conditions and Schedules for the Provision of Electric Service*, upon the effective date of the Agreement, the following provisions shall apply:

1. The provision of Subsection XII.E.1., above, shall apply.
2. For new line construction where the cost to the Customer, excluding a TERF, is in excess of \$5,000, the Customer may perform that portion of the project where the Company has plans to use an outside contractor. In such event, the provisions of Subsections XII.E.4. through XII.E.10. above shall apply. In addition, an agreement shall be prepared which shall (a) be in the form of a letter agreement or other suitable form as agreed by the parties, (b) describe the scope of the project, (c) specifically identify any facilities installed by the Customer pursuant to Subsections XII.E.4. and XII.E.5., above, and (d) specify dates for completion of work as mutually agreed upon by the Company and the Customer.

**XII. ELECTRIC LINE EXTENSIONS (Continued)****G. Projects**

1. With respect to any projects requested by the Customer for which it may be required to pay the Company under Subsections XII.A, XII.B, XII.C, or XII.D of the Terms and Conditions, if requested by the Customer, the Company will endeavor within two weeks of such request, to meet with the Customer and to set reasonable timeframes for the Company's key milestones for the project.
2. The Company shall provide the Customer – upon request – with the following:
  - a. A construction sketch of the proposed design;
  - b. Regarding flat-charge projects, the Company will provide VEPGA with any cost-plus-type reports that are available for flat-charge projects, upon the Customer's request, usually for audit purposes. The Company also will provide VEPGA with a listing of reports available upon the Customer's request, for posting on VEPGA's website.
3. The Cost Estimate shall include a summary listing of the work included in the project and an itemized estimate showing all labor, material, and equipment, and other cost items necessary for construction of the project as provided in the Company's Work Request Compatible Unit Cost Estimate or equivalent. Cost Estimates provided by the Company shall be detailed sufficiently to show separately the Civil Construction portion and the electrical aspects of the project and any credit for salvage.
4. As is present practice, the Company and the Customer will agree on a reasonable timeframe for Cost Estimates based on the scope of the project. The JAC will address the issue of completing construction in a timely manner.
5. If requested by the Customer, the Company shall provide a conceptual design of a proposed project involving converting existing overhead services to underground which the Customer may use for planning purposes to consider how or whether it will continue with the project. The Company may charge the Customer for any reasonable costs incurred in furnishing an estimate hereunder regardless of whether or by whom a project is constructed.
6. The Cost Estimate shall remain valid for 90 days. If the Customer does not act on the Cost Estimate within 90 days but subsequently desires to act on the Cost Estimate, any subsequent updates to the Cost Estimate will be limited to revisions necessary to account for changes in the cost of Materials and or labor; for any changes in the field conditions; or the Customer's changes in the project's scope. In the event that the Company cancels the project in its system, due to no response from the Customer within 90 days, the Company will notify the Customer by letter of the project's cancellation.

**XII. ELECTRIC LINE EXTENSIONS (Continued)**

7. The Company will continue to provide VEPGA with a contact list of selected Company district personnel in Virginia. Specifically, this list will include the names and work telephone numbers for the Company's managers in Electric Distribution Operations and in Electric Distribution Construction, as well as the supervisors in Customer Solutions. In addition, the Company will provide VEPGA with a list of frequently asked questions, for placement on VEPGA's website.

**H. Tax Effect Recovery Factor**

For payments made to the Company which are classified as a contribution in aid of construction on the Company's books, a TERF shall be applied as described below.

1. Any payment by the Customer covering the (a) Excess of Four Years' Revenue, (b) underground cost differential, (c) one-time facilities charge payments, or (d) any other payment classified as a contribution in aid of construction on the Company's books, shall be grossed up for the Company's payment of income taxes by the TERF specified in Schedule C – Miscellaneous and Standby Charges, of the Agreement, the product of which shall be paid by the Customer.
2. TERF shall not apply to the following types of work in the event and to the extent that contributions in aid of construction for such services, relocations and conversions are not taxable:
  - a. Temporary service,
  - b. Highway relocation projects,
  - c. Projects that are for the benefit of the public good where all of the following are true:
    - 1) The project is required by the Customer and the Customer provides a letter to the Company indicating the Customer's sponsorship or the project is being paid for by the Customer; and
    - 2) The project benefits the public at large. (*i.e.*, no single customer or developer receives any disproportionately large benefit from the project); and;
    - 3) The project is not being done to provide new service, change in service voltage, or service capacity increase requested by Customer.
  - d. Conversion projects from overhead to underground, and
  - e. The conversion of existing luminaires to a more energy efficient luminaire or to a luminaire having a higher light output.

**XII. ELECTRIC LINE EXTENSIONS (Continued)**

3. In situations where the Customer has constructed all or a portion of the facilities which are transferred to the Company, the Customer shall pay TERF on the lesser of:
  - a. The actual cost of the construction, including the Company's capitalized administrative cost.
  - b. The Company's appraised value of the facility.

If TERF is paid in accordance with Subsection XII.H.3.a., above, the Customer shall provide invoices and other documentation sufficient to establish to the Internal Revenue Service that the amount determined in accordance with Subsection XII.H.3.a. is the fair market value of the facility. If the Internal Revenue Service later concludes that the fair market value of the facility exceeds the amount determined under Subsection XII.H.3.a., the Customer shall pay TERF on such excess amount.

**I. Letter Authorization and Billing for Construction Work Completed**

Prior to the installation of any facilities under this Section XII, the Customer shall provide to the Company a letter of authorization. Such letter shall state the following: the scope of the work; the amount of payment required by the Company; the Customer agrees to pay said amount; the Customer shall make actual payment by cash or check; and payment shall be made upon completion of the project or, in the case of Progress Billing, and as in accordance with the Progress Billing provisions of the Agreement.

Where the total charge to the Customer for work performed under Section XII is less than \$50,000, billing will be due and payable upon completion of the work. In those cases where the completion of the work is extended for reasons beyond the control of the Company in the exercise of reasonable diligence, Progress Billing as outlined below will be implemented.

All projects where the Company's estimated charge to the Customer is \$50,000 or more are subject to Progress Billing. Under Progress Billing, the Company shall bill to the Customer, at regular intervals, for costs incurred by the Company in the project. Additionally, the following applies to Progress Billing:

1. Progress Billing bills will not be less than \$1,000.00 and shall not be rendered more than once per month.
2. In those cases where the customer charge is a fixed amount based on estimated construction costs, the total amount of any Progress Billing bills rendered to the Customer will not exceed 90% of the total customer charge and any Progress Billing bill rendered shall state the total customer charge.

**XII. ELECTRIC LINE EXTENSIONS (Continued)**

3. In those cases where the final customer charge is determined after actual costs have been accumulated, the total amount of any Progress Billing bills rendered to the Customer will not exceed 90% of the estimated customer charge and any Progress Billing bill rendered shall state the estimated total charge to the Customer.
4. The Company shall render a final bill to the Customer within 180 days following the completion of a project, and the Customer shall pay to the Company any remaining portion of the customer charge not collected under Progress Billing.
5. The Company will provide the Customer with a purchase order for the amount of the project. Any change to such purchase order will require a change order. If – within twenty (20) calendar days of receiving a final invoice from the Company – the Customer requests an itemized explanation to confirm the proper items have been billed the following will occur:
  - a. Upon the Customer's request, the Company will provide the Customer cost estimate reports that are available for Progress Billing. Such reports are available on VEPGA's web site.
  - b. The payment of the Company's invoice by the Customer is due no earlier than ten (10) calendar days after the Company provides the itemized explanation to the Customer.

Where the Customer is charged based on the actual cost to the Company rather than the estimated cost, if the final cost of the project exceeds the estimated cost including all revisions thereto previously agreed to in writing, at the Customer's request, the Company shall provide a general written explanation of the variance.

Should the project cost, including all revisions thereto previously agreed to in writing, exceed the Normal Variance Limit the lessor of 115% of the estimated cost or \$25,000), the Company shall provide a detailed explanation of the increased cost and the Customer may review all records associated with the project at the Company's offices during normal business hours. The Customer shall request in writing any such additional billing information within twenty (20) calendar days after the bill date of the final invoice. The Company will make such information available within a reasonable time after the Customer's request. The Company shall establish thereafter the bill date which date shall not be prior to ten (10) days after the date on which the additional information is made available.

The late payment charge described in Section VIII of these Terms and Conditions will apply to all such charges, whether above or below \$50,000 or related to Progress Billing bills, if not paid within 35 days of the billing date, as follows:

1. For actual cost projects where the actual cost exceeds the Normal Variance Limit, the Customer shall pay the amount of the invoice up to the Normal Variance Limit as provided in Section VIII hereof.

**XII. ELECTRIC LINE EXTENSIONS (Continued)**

2. Any amount in excess of the Normal Variance Limit shall not be subject to the late payment charge until 35 days after the bill date for such excess amount.
3. The bill date for such excess amount shall not be prior to ten days after the date the additional information is made available as provided in the previousSection.
4. The monthly late payment charge for the amount in excess of the Normal Variance Limit shall be the excess amount times the sum of the prime rate in the *Wall Street Journal* that is specified as “the base rate on corporate loans posted by at least 70% of the nation’s 10 largest banks” on the last business day prior to the date of the invoice, plus one and one-half percent divided by twelve.

**J. Installation of Company-owned Street Lighting**

When the Customer is considering the installation of Company-owned street lighting, the Customer shall review proposed road improvements, storm drain improvements, and other public improvement projects that may conflict, within the first four years after the installation of the streetlight poles, with the contemplated streetlight pole locations. The Customer shall exercise due diligence to avoid requesting streetlight poles to be located in a manner which conflicts with such public improvement projects.

If any streetlight poles are located pursuant to a permit under which the Company must bear relocation costs and if, within 48 months of installation, a conflict occurs which requires relocation of the streetlight poles or related streetlight conductor, the Customer shall pay one-forty-eighth of the relocation cost of the Customer-requested streetlight poles, fixtures, and related conductors for each full month remaining in the period beginning with the date the streetlights were placed in service and ending 48 months after that date, to the extent the Company does not recover the relocation costs from another party. This provision does not apply to streetlight facilities located on easement or other similar permanent right-of-way.

For streetlighting projects, the Company will provide written notification to the Customer upon the completion of the streetlight project. The Company will provide such notification by means of a completion letter which will contain the information that the VEPGA Members requested at a meeting of the JAC.



**XII. ELECTRIC LINE EXTENSIONS (Continued)****K. Company Ownership of Facilities**

All facilities furnished and installed by the Company shall be and remain the property of the Company. When the Customer undertakes any Civil Construction or Electrical Construction aspects of a project as provided for in Subsection XII.E., above, (1) all facilities related to the project which are provided by the Company and installed by the Customer shall be and remain the property of the Company, and (2) all facilities related to the project which are provided and installed by the Customer under Subsections XII.E.4., XII.E.5. and XII.F., above, shall be sold to the Company for one dollar. TERF shall be applied as described in Subsection XII.H.

**L. Outdoor Lighting Design**

Normally, the Company shall make outdoor lighting installations in accordance with the Lighting Design supplied by the Customer. For installations made pursuant to a Lighting Design supplied by the Customer, the Company shall bear no responsibility for the Lighting Design or for any defects of the Lighting Design. If the Company determines that the Customer's Lighting Design will create an unsafe condition, the Company may refuse to make such installation but the Company shall have no duty or obligation to make such determination. Upon mutual agreement, the Company may provide a Lighting Design in accordance with generally recognized lighting design practices. Whether supplied by the Customer or the Company, all lighting designs shall utilize the Company's typical equipment or other equipment as may be agreed mutually by the parties.

**M. Project Scope Changes**

Upon the Customer's acceptance of a price for electric line work by the Company, the scope of the project shall not be changed materially except upon written and dated agreement between the Company and the Customer as to the nature of the scope change and any associated changes in the project timing and the Company's charges to the Customer.

The Company agrees to process expeditiously all such written requests for changes and to use reasonable efforts to ensure that the project is not delayed unduly by Company's response to Customer's request for change. The Company will not undertake any material changes to the work unless and until notified in writing by the Customer.

**XII. ELECTRIC LINE EXTENSIONS (Continued)**N. Funding by Third Parties

When a third party and not the Customer provides funding for the installation of facilities under this Section XII, the foregoing provisions of Section XII shall govern except as modified below:

1. Third Party Payments.

- a. When the third party's funds are deposited with the Customer, the timing of payments by the Customer to the Company shall be governed by Subsection XII.I.
- b. When the third party's funds are deposited with the Company (e.g, the Customer delivers the third party's check to the Company), then pre-payment of the project prior to construction is required. In all instances, the Customer is responsible for delivering payment to the Company along with the project number and/or account number: the Company will not accept delivery of the payment directly from the third party.
- c. When a town or city within a county requests streetlights, procedures in place as of January 1, 2014, may be used to complete the request when the town or city is paying the installation charge and the county agrees to pay to the Company the on-going monthly charges in the applicable Rate Schedule.

2. Easements

Any required easements will be sent directly to the third party and handled directly by the Company. If there are issues with obtaining these easements, the Company will work with the third party towards a resolution. If a resolution cannot be reached, the Company will notify the Customer and request that the Customer work with the third party to obtain the proper easements.

3. Issues during installation

Once easements and permits are received, as well as pre-payment, if required under Subsection XII.N.1.b., above, the project will be scheduled and constructed. If problems occur during installation (e.g., cable path obstructions, lack of conduit installation, landscaping of cable path, etc.), the Company will contact the third party and work with the third party to resolve any issues. If the Company cannot resolve the issues, the Customer will be notified. Once the Customer resolves any issues, the installation will resume.

**XIII. STANDBY, MAINTENANCE AND PARALLEL OPERATION SERVICE FOR CUSTOMERS OPERATING AN ELECTRIC POWER PLANT**

A Customer operating an electric generator or power plant in parallel with the Company's facilities and requiring standby, maintenance or parallel operation service may receive Electric Service under this Agreement provided the Customer contracts for the maximum kW which the Company is to deliver at a Delivery Point. Standby, maintenance or parallel operation service is subject to the following provisions:

- A. Suitable relays, metering equipment and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective equipment shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- B. In case the Maximum Measured Demand exceeds the contract demand, the contract demand shall be increased by such excess demand. The contract demand may be changed by mutual agreement as to the amount of change and term of agreement; however, in no case shall the contract demand be reduced below the Maximum Measured Demand of the preceding eleven billing months.
- C. The monthly charge for Electric Service under this section shall be as shown in Schedule C - Municipal and County Miscellaneous and Standby Charges, of this Agreement or, if applicable, as specified in Schedule 130 - Municipal and County Large Miscellaneous Light and Power Service or Schedule 131 - Municipal and County Thermal Storage of this Agreement.

**XIV. NET METERING**

The Company will continue to provide net metering to Customers in accordance with the existing Virginia State Corporation Commission *Regulations Governing Net Energy Metering* ("20 VAC 5-315 Rules") and any Future Net Metering Regulations during the Term of the Agreement, with the following exceptions:

1. The 20 VAC 5-315 Rules for which the Customer logically cannot qualify (e.g., agricultural net metering customer, as defined in the 20 VAC 5-315 Rules) shall not be applicable to the Customer; and
2. The standby charges provided for in the 20 VAC 5-315-20 Rules for residential Virginia Jurisdictional net metering customers shall not apply to the Customer; however, the appropriate standby charges included in Schedule C - Miscellaneous and Standby Charges, of this Agreement, shall continue to be applicable to the Customer.

The Company will provide net metering for "totalized" accounts only for a Customer's accounts which are located on contiguous property, as described in Subsections XII.A and XII.B of these Terms and Conditions.

**XV. USE OF CONTRACTORS**

- A. The general criteria used in evaluating the acceptability of contractors to perform work under Subsection XII.E.5, above, are as set forth below. The Company may change these criteria as it may deem appropriate, but shall not do so either unreasonably or without such prior written notice to the VEPGA Board or its successor as may be appropriate under the circumstances.
1. Have a person or persons designated for safety and training.
  2. Assure there is a written safety program that is followed.
  3. Assure there is a documented training program in place that is used to train workers appropriately.
  4. Have an Experience Modification Rate (EMR) of less than one (1). For purposes of this Subsection XV.A.4, an “EMR” is an insurance industry factor used to adjust workers’ compensation premiums based upon an insured’s past loss history and to evaluate a contractor’s safety performance.
  5. Assure compliance with all applicable federal, state and local regulations including, in particular, the following regulations and standards of the Occupational Safety and Health Administration (OSHA) of the United States Department of Labor: Part 1910, Subpart R, 29 CFR § 1910.269 (Occupational Safety and Health Standards for Electric Power Generation, Transmission and Distribution) and Part 1926 (Safety and Health Regulations for Construction) Subpart V (Power Transmission and Distribution), 29 C.F.R. §§ 1926.950 *et seq.*
  6. Inspect credentials and otherwise ensure that employees are qualified to work on voltages of fifty (50) Volts and above.

Any disagreement in the field as to whether a particular contractor either (i) satisfies the foregoing criteria, or (ii) is acceptable to the Company for the performance of work under Subsection XII.E.5 above, shall be presented to and resolved by the Company’s Manager – Electric Distribution Construction, Contractor Management (and/or such Managers or business units as the Company may designate in writing from time to time), whose decision shall be final and conclusive. It is further understood and agreed that, in any and all events, the Company has the right, in its sole discretion, to decide that a particular contractor is unacceptable to perform work under Subsection XII.E.5, above, for reasons not set forth in the foregoing criteria.

**XV. USE OF CONTRACTORS (Continued)**

- B. The following provides additional guidelines as to the general situations in which the Company would not require the use of Company-approved contractors. Irrespective of whether the contractor must be on the Company's approved contractor list, all work involving facilities to be turned over to the Company must pass the quality and inspection requirements specified under such Subsection XII.E.5.
1. Any work performed on non-electrical facilities (*e.g.*, conduit, duct, manholes, vaults, pads, etc.), so long as the work is done on the facilities at a time when they are not owned by the Company.
  2. Customer cleared right-of-way, where the Customer removes trees, vegetation, debris, and other obstructions from the path of new overhead or underground lines.
  3. Customer-dug trench where the Company installs cable and backfills the trench. This will require close logistical coordination to avoid leaving the trench open for extended periods.
  4. Customer-dug trench where the Company installs the cable but the Customer backfills the trench. This arrangement will require both logistical coordination and inspection fees for Company personnel to observe the backfilling operation to assure appropriate backfill composition and backfilling methods.
  5. Repairs and restoration to sidewalks, streets, landscape, and other similar items.
  6. Other situations of a similar nature in which the Company agrees the work is of such limited scope and impact as to not require approval of the Customer's contractors.

The Company will require all work on electrical facilities to be performed by Company-approved contractors if such facilities are either owned by the Company, or will later be turned over to the Company.

- C. If, after working in good faith with the Company's local personnel, any Customer encounters a perceived unreasonable denial of Customer-performed construction under Subsection XII.E.5., above, such Customer shall contact the appropriate Electric T&D Projects Manager for that region, who shall investigate the Customer's concern and report back to the Customer in an expeditious manner with either (i) confirmation of the denial, with a general explanation of the reasons for denial, or (ii) authorization for Customer-performed construction, as the Company's management may deem appropriate.

# **ATTACHMENT B**

## **Rate Schedules and Riders**

**Effective August 1, 2014 Through and  
Including June 30, 2018**

# **ATTACHMENT B**

## **Rate Schedules**

### **Effective August 1, 2014, except:**

Schedule 102, effective 11/1/2014

Schedule 133, effective 11/1/2014 and  
closed effective 7/1/2017

Schedule RG-CM, effective 11/1/2014

Schedule SSL, effective 2/1/2017

## LIST OF RATE SCHEDULES

| <i>Schedule</i> | <i>Title</i>   | <i>Effective Date</i>         |
|-----------------|--|-------------------------------|
| 100             | Miscellaneous Light and Power Service  | 8/1/2014                      |
| 102             | Traffic Control Service  | 11/1/2014                     |
| 110             | All-Electric Service and Dual Fuel Systems   | 8/1/2014                      |
| 120             | Water Pumping, Sewage Pumping and Sewage Disposal Service  | 8/1/2014                      |
| 130             | Large Miscellaneous Light and Power Service  | 8/1/2014                      |
| 131             | Thermal Storage  | 8/1/2014                      |
| 132             | Large Miscellaneous Light and Power Service – Variable Pricing   | 8/1/2014                      |
| 133             | Large Miscellaneous Light and Power Service – Variable Pricing (Experimental)  | 11/1/2014;<br>closed 7/1/2017 |
| 134             | Large Miscellaneous Light and Power Service – Transmission or Primary Voltage  | 8/1/2014                      |
| 150             | Roadway, Directional and Area Lighting Service – High Pressure Sodium  | 8/1/2014                      |
| 151             | Roadway, Directional and Area Lighting Service – Incandescent, Mercury Vapor and Urbanlites (available only to accounts existing as of 1/1/1986) | 8/1/2014                      |
| 152             | Street Lighting Fixtures on Bridges and Overpasses   | 8/1/2014                      |
| 153             | Street Lighting – Special Fixtures   | 8/1/2014                      |
| 154             | Service to Customer-Owned Street, Area and Other Outdoor Lighting Facilities Operated Only During Night-Time Hours                               | 8/1/2014                      |
| SMH             | Streetscape Metal Halide Supplemental Outdoor Lighting Rate  | 8/1/2014                      |
| SSL             | Solid State Outdoor Lighting Rate  | 2/1/2017                      |
| DG-CM           | Distributed Generation Pilot Program (Experimental)  | 6/1/2015                      |
| RG-CM           | Renewable Energy Supply Service (Experimental)   | 11/1/2014                     |
| SGCM            | Standby Generator  | 8/1/2014                      |
| SGCM-1          | Standby Generator (available only to accounts existing as of 7/1/1997)   | 8/1/2014                      |
| A               | Temporary Service Charge   | 8/1/2014                      |
| B               | Excess Facilities Service Rate   | 8/1/2014                      |
| C               | Miscellaneous and Standby Charges  | 8/1/2014                      |
| D               | Mercury Vapor Luminaire Conversion Charges   | 8/1/2014                      |
| E               | Street Lighting Patrol Service   | 8/1/2014                      |
| SP              | Special Provisions   | 8/1/2014                      |



# SCHEDULE 100

## MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

### MISCELLANEOUS LIGHT AND POWER SERVICE

#### I. APPLICABILITY

This schedule is applicable to Electricity Supply Service and Electric Delivery Service to any account (Customer) for miscellaneous light and power service for any municipality or county, or board, agency or authority thereof.

#### II. MONTHLY RATE

##### A. Non-Demand Billing

(When current and historical use is less than 10,000 kWh per month. For details, see Paragraph III.)

##### 1. Distribution Service Charges

##### a. Basic Customer Charge

- 1) For Metered Service                   \$6.59 per Billing Month per Meter
- 2) For Unmetered Service               \$2.40 per Billing Month

##### b. Plus Distribution Energy Charge All kWh

@ 1.298¢ per kWh

##### 2. Electricity Supply (ES) Service Charges

##### Electricity Supply Energy Charge All ES kWh

@ 4.420¢ per kWh

##### 3. Each kWh used is subject to all applicable riders.

##### B. Demand Billing

(When current or historical use is at least 10,000 kWh per month. For details, see Paragraph III.)

##### 1. Distribution Service Charges

##### a. Basic Customer Charge

\$6.59 per Billing Month per Meter

##### b. Plus Distribution Energy Charge All kWh

@ 1.298¢ per kWh

(Continued)

# SCHEDULE 100

(Continued)

## MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

### MISCELLANEOUS LIGHT AND POWER SERVICE

#### II. MONTHLY RATE (Continued)

##### B. Demand Billing (Continued)

##### 2. Electricity Supply (ES) Service Charges

##### Electricity Supply Energy Charge

|                      |   |                |
|----------------------|---|----------------|
| First 150 kWh per kW | @ | 4.420¢ per kWh |
| Next 150 kWh per kW  | @ | 3.320¢ per kWh |
| Next 150 kWh per kW  | @ | 2.684¢ per kWh |
| Additional kWh       | @ | 2.037¢ per kWh |

##### 3. Each kWh used is subject to all applicable riders.

- C. For purposes of billing for unmetered service, kilowatthours shall be estimated based upon connected load multiplied by hours usage.
- D. The minimum charge for Miscellaneous Light and Power Service shall be such as may be contracted for pursuant to Section VI of the Terms and Conditions of the Agreement of which this schedule is a part.

#### III. NON-DEMAND BILLING VS. DEMAND BILLING

- A. The non-demand billing charges of Paragraph II.A. apply to the Customer whose monthly kWh usage during the current and previous 11 billing months is 9,999 kWh or less, or where a demand meter is not present.
- B. The demand billing charges of Paragraph II.B. apply to the Customer whose monthly kWh usage during any billing month of the current and previous 11 billing months is 10,000 kWh or more, and where a demand meter is present.

#### IV. DETERMINATION OF DEMAND

- A. A kW demand meter will be installed when the Customer has used 7,000 kWh or more in any billing month or when the Customer's estimated demand is greater than 25 kW.
- B. The kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the billing month.

(Continued)

# **SCHEDULE 100**

**(Continued)**

## **MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES**

### **MISCELLANEOUS LIGHT AND POWER SERVICE**

#### **V. PAYMENTS**

Bills are due and payable from the billing date as provided in Section VIII of the Terms and Conditions of which this schedule is a part.

#### **VI. FESTOON AND OTHER DECORATIVE LIGHTING**

- A. Festoon and other decorative lighting facilities installed, owned and maintained by or for the Customer may be attached to Company-owned poles provided, the Customer pays to the Company the rates and charges contained in Section II of this schedule and appropriate charge(s) as outlined in the Temporary Service Charge schedule attached hereto. Additionally, attachments of festoon or other decorative lighting facilities to Company poles shall not be made before the Customer requests in writing to make such attachments, obtains approval from the Company for such attachments, and executes any agreements for such attachments as may be required by the Company. Permission to attach on poles or structures not owned by the Company must be secured by the Customer from the owner of such poles or structures.
- B. The Customer assumes all responsibility for such festoon or other decorative lighting installations.



# SCHEDULE 102

(Continued)

## MUNICIPAL AND COUNTY

### TRAFFIC CONTROL SERVICE

#### IV. SIGNALS ARE RESPONSIBILITY OF CUSTOMER

All traffic control signals shall be installed, owned, and maintained by the Customer at the cost and expense of the Customer.

#### V. METERED SERVICE VERSUS UNMETERED SERVICE

- A. Except as specifically mentioned below in Paragraph V.B., metered service shall be required for any traffic service facilities installed at an intersection where no traffic control facilities were in place before July 1, 2007. By way of example and not limitation, a new installation consists of installing facilities at an intersection that had no facilities as of July 1, 2007.
- B. Stand-alone school flashing lights and other similar installations, which are not located at an intersection and are not connected to the electric service package at the intersection, may remain unmetered.
- C. In this paragraph, "Reconfiguration" shall mean any addition of new traffic control devices, removal of existing traffic control devices, and/or any relocation or upgrade of existing traffic control devices at an unmetered intersection where traffic control facilities existed prior to July 1, 2007 ("Grandfathered Unmetered Intersection").
1. Whenever (a) Reconfiguration occurs at a Grandfathered Unmetered Intersection or (b) the Customer (i) exchanges an incandescent bulb for a light emitting diode bulb or (ii) installs video equipment at a Grandfathered Unmetered Intersection, the Customer has the right to submeter the subsequent kWh usage at the Grandfathered Unmetered Intersection for 24 hours. The Customer shall notify the Company by letter of such submetered kWh usage and provide documentation of such submetered data for the Company's records.
  2. The Company, at its sole discretion, may install a submeter at such Grandfathered Unmetered Intersection for audit purposes to verify the accuracy of the Customer's submetering.
  3. If the kWh usage, which is submetered by the Customer following Reconfiguration at a Grandfathered Unmetered Intersection, is 500 kWh or more per month, the Company shall have the right to install a meter at such Grandfathered Unmetered Intersection.
- D. Effective November 1, 2014, a Customer, whose account is metered and whose monthly kWh usage is 49 kWh or less in the current and previous 11 billing months, shall be billed the Unmetered Basic Customer Charge in Paragraph I.A.1.b., above. However, a Customer whose account is metered and whose monthly kWh usage is 50 kWh or more in the current and previous 11 billing months shall be billed the Metered Basic Customer Charge in Paragraph I.A.1.a., above.



# SCHEDULE 110

(Continued)

## MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

### ALL-ELECTRIC SERVICE AND DUAL FUEL SYSTEMS

#### II. MONTHLY RATE (Continued)

##### B. Demand Billing

(When current or historical use is at least 10,000 kWh per month. For details, see Paragraph III.)

##### 1. Distribution Service Charges

a. Basic Customer Charge \$6.59 per Billing Month per Meter

b. Plus Distribution Energy Charge  
All kWh @ 1.103¢ per kWh

##### 2. Electricity Supply (ES) Service Charges

##### Electricity Supply Energy Charge

##### a. For the summer billing months of June through September:

First 150 kWh per kW @ 4.677¢ per kWh

Next 150 kWh per kW @ 3.577¢ per kWh

Next 150 kWh per kW @ 2.940¢ per kWh

Additional kWh @ 2.294¢ per kWh

##### b. For the base billing months of October through May:

First 150 kWh per kW @ 4.163¢ per kWh

Next 150 kWh per kW @ 3.065¢ per kWh

Next 150 kWh per kW @ 2.427¢ per kWh

Additional kWh @ 1.779¢ per kWh

##### 3. Each kWh used is subject to all applicable riders.

##### C. The minimum charge shall be such as may be contracted for pursuant to Section VI of the Terms and Conditions of the Agreement of which this schedule is a part.

(Continued)

# **SCHEDULE 110**

**(Continued)**

## **MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES**

### **ALL-ELECTRIC SERVICE AND DUAL FUEL SYSTEMS**

#### **III. NON-DEMAND BILLING VS. DEMAND BILLING**

- A. The non-demand billing charges of Paragraph II.A. apply to the Customers whose monthly kWh usage during the current and previous 11 billing months is 9,999 kWh or less, or where a demand meter is not present.
- B. The demand billing charges of Paragraph II.B. apply to the Customers whose monthly kWh usage during any billing month of the current and previous 11 billing months is 10,000 kWh or more, and where a demand meter is present.

#### **IV. DETERMINATION OF DEMAND**

- A. A kW demand meter will be installed when the Customer has used 7,000 kWh or more in any billing month or when the Customer's estimated demand is greater than 25 kW.
- B. The kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the billing month.

#### **V. PAYMENTS**

Bills are due and payable from the billing date as provided in Section VIII of the Terms and Conditions of which this schedule is a part.



# SCHEDULE 120

## MUNICIPAL, COUNTY, AND OTHER AUTHORITIES

### WATER PUMPING, SEWAGE PUMPING AND SEWAGE DISPOSAL SERVICE

#### I. APPLICABILITY

This schedule is applicable to Electricity Supply Service and Electric Delivery Service for water pumping, sewage pumping and sewage disposal service for any municipality or county, or board, agency or authority thereof.

#### II. MONTHLY RATE

##### A. Distribution Service Charges

1. Basic Customer Charge                      \$6.59 per Billing Month per Meter
2. Plus Distribution Energy Charge  
    All kWh    @      1.335¢ per kWh

##### B. Electricity Supply (ES) Service Charges

- Electricity Supply Energy Charge
- |                     |   |                |
|---------------------|---|----------------|
| All On-peak ES kWh  | @ | 4.289¢ per kWh |
| All Off-peak ES kWh | @ | 2.637¢ per kWh |

C. Each kWh used is subject to all applicable riders.

D. The minimum charge shall be such as may be contracted for pursuant to Section VI of the Terms and Conditions of the Agreement of which this schedule is a part.

#### III. PAYMENTS

Bills are due and payable from the billing date as provided in Section VIII of the Terms and Conditions of which this schedule is a part.

#### IV. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

##### A. On-peak Hours (Except Certain Holidays)

1. For the period of June 1 through September 30, on-peak hours are 10 a.m. to 10 p.m., Mondays through Fridays.
2. For the period of October 1 through May 31, on-peak hours are 7 a.m. to 10 p.m., Mondays through Fridays.

(Continued)

# **SCHEDULE 120**

**(Continued)**

## **MUNICIPAL, COUNTY, AND OTHER AUTHORITIES**

### **WATER PUMPING, SEWAGE PUMPING AND SEWAGE DISPOSAL SERVICE**

#### **IV. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS (Continued)**

##### **B. Off-peak Hours**

1. All hours other than those listed in Paragraph IV.A., above, are off-peak hours.
2. All hours of the following holidays are off-peak: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

# SCHEDULE 130

## MUNICIPAL AND COUNTY

### LARGE MISCELLANEOUS LIGHT AND POWER SERVICE

#### I. APPLICABILITY

This schedule is applicable for 50 kW or more of Electricity Supply Service and Electric Delivery Service to any account (Customer) for any municipality or county or any board, agency or authority thereof for miscellaneous light and power service.

#### II. 30-DAY RATE

##### A. Distribution Service Charges

|    |   |         |
|----|---|---------|
| 1. | Basic Customer Charge per Billing Month       | \$91.41 |
| 2. | Plus Distribution Demand Charge               |         |
| a. | Primary Voltage Customer                      |         |
|    | First 700 kW of Distribution Demand (per kW)  | \$2.079 |
|    | Next 4,300 kW of Distribution Demand (per kW) | \$1.663 |
|    | Additional kW of Distribution Demand (per kW) | \$1.431 |
| b. | Secondary Voltage Customer                    |         |
|    | First 700 kW of Distribution Demand (per kW)  | \$3.068 |
|    | Next 4,300 kW of Distribution Demand (per kW) | \$2.455 |
|    | Additional kW of Distribution Demand (per kW) | \$2.112 |
| 3. | Plus rkVA Demand Charge                       |         |
|    | All rkVA of Demand (per rkVA)                 | \$0.165 |

##### B. Electricity Supply Service Charges

|    |  |           |
|----|--|-----------|
| 1. | Electricity Supply Demand Charge                 |           |
|    | All kW of Electricity Supply Demand (per kW)     | \$7.931   |
| 2. | Plus Electricity Supply Adjustment Demand Charge |           |
|    | First 700 kW of Distribution Demand (per kW)     | (\$1.011) |
|    | Next 4,300 kW of Distribution Demand (per kW)    | (\$0.809) |
|    | Additional kW of Distribution Demand (per kW)    | (\$0.697) |
| 3. | Plus Electricity Supply kWh Charge               |           |
|    | First 24,000 ES kWh (per kWh)                    | 1.763¢    |
|    | Next 186,000 ES kWh* (per kWh)                   | 1.007¢    |
|    | Additional ES kWh (per kWh)                      | 0.667¢    |

\* If Electricity Supply Demand is 1,000 kW or more, add 210 kWh for each kW of Electricity Supply Demand over 1,000 kW.

C. Each kWh used and/or kW, as applicable, is subject to all applicable riders.

(Continued)

# SCHEDULE 130

(Continued)

## MUNICIPAL AND COUNTY

### LARGE MISCELLANEOUS LIGHT AND POWER SERVICE

#### II. 30-DAY RATE (Continued)

D. The minimum charge shall be as much as may be contracted for pursuant to Section VI of the Terms and Conditions of the Agreement of which this schedule is a part, or in the absence of a contracted amount, the minimum charge shall be the sum of the charges in Paragraphs II.A., II.B.1., and II.B.2., above.

#### III. DETERMINATION OF ELECTRICITY SUPPLY DEMAND AND ELECTRICITY SUPPLY ADJUSTMENT DEMAND

A. Except as provided under Paragraph III.B., the kW of demand billed under Paragraph II.B.1. shall be the highest of:

1. The highest average kW measured in any 30-minute interval during the current billing month; or
2. 90% of the highest average kW of demand measured at this location in any 30-minute interval during the billing months of June through September of the preceding eleven billing months; or
3. 50 kW.

B. Where the kW of demand determined under Paragraph III.A. is 1,000 kW or more, the kW of demand billed under Paragraph II.B.1. shall be the highest of:

1. The highest average kW measured in any 30-minute interval of the current billing month during the on-peak hours of:
  - a. 10 a.m. to 10 p.m., Mondays through Fridays, for the period of June 1 through September 30;
  - b. 7 a.m. to 10 p.m., Mondays through Fridays, for the period of October 1 through May 31;
2. 90% of the highest kW of demand at this location as determined under Paragraph III. B. 1., above, during the billing months of June through September of the preceding eleven billing months; or
3. 1,000 kW.

(Continued)

# **SCHEDULE 130**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **LARGE MISCELLANEOUS LIGHT AND POWER SERVICE**

#### **III. DETERMINATION OF ELECTRICITY SUPPLY DEMAND AND ELECTRICITY SUPPLY ADJUSTMENT DEMAND (Continued)**

C. The credit for the Electricity Supply Adjustment Demand is required in order to accommodate the transition to fully supported distribution costs. The kW of demand billed under Paragraph II.B.2. shall be the Distribution Demand billed under Paragraph II.A.2.

#### **IV. DETERMINATION OF DISTRIBUTION DEMAND**

The Distribution Demand shall be billed only where the service voltage is less than 69 kV. The kW of demand billed under Paragraph II.A.2. shall be such as may be contracted for in accordance with Section VI of the Terms and Conditions of the Agreement of which this schedule is a part, but not less than the higher of:

A. The highest average kW measured in any 30-minute interval during the current and preceding eleven billing months; or

B. 50 kW.

#### **V. DETERMINATION OF RKVA DEMAND**

The rkVA demand shall be billed only where the Electricity Supply Demand is determined under Paragraph III. B. The rkVA of demand billed shall be the highest average rkVA measured in any 30-minute interval during the current billing month.

#### **VI. METER READING AND BILLING**

When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Distribution Demand Charge, the Electricity Supply Demand Charge, the Electricity Supply Adjustment Demand Charge, the rkVA Demand Charge, and the quantity of kWh in the first two blocks of the Electricity Supply kWh Charge, and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

#### **VII. PAYMENTS**

Bills are due and payable from the billing date as provided in Section VIII of the Terms and Conditions of the Agreement of which this schedule is a part.

(Continued)

# SCHEDULE 130

(Continued)

## MUNICIPAL AND COUNTY

### LARGE MISCELLANEOUS LIGHT AND POWER SERVICE

#### VIII. SERVICE AVAILABLE

Normally, service will be supplied in accordance with Section II of the Terms and Conditions of the Agreement of which this schedule is a part.

#### IX. STANDBY, MAINTENANCE OR PARALLEL OPERATION SERVICE

A Customer that requires standby, maintenance or parallel operation service may elect service under this schedule provided the Customer contracts for the maximum kW which the Company is to provide. Standby, maintenance or parallel operation service is subject to the following provisions:

- A. Suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with Paragraph XIII.A. of the Terms and Conditions of the Agreement of which this schedule is a part;
- B. In case the maximum measured kW demand, or 85% of any kVA demand measured, exceeds the contract demand, the contract demand shall be increased by such excess demand;
- C. Where the service voltage is less than 69 kV, the demand billed under Paragraph II.A.2. shall be the contract demand.

#### X. DEFINITION OF TRANSMISSION, PRIMARY, AND SECONDARY VOLTAGE CUSTOMER

- A. A Transmission Voltage Customer is any Customer whose delivery voltage is 69 kV or above.
- B. A Primary Voltage Customer is any Customer who meets all of the following criteria:
  - 1. The Distribution Demand, determined in accordance with Paragraph IV., above, for the current billing month is 500 kW or more;
  - 2. The Company provides no transformation from the voltage normally found in the area;
  - 3. The Customer does not receive any discount in accordance with Rate Schedule SP – Special Provisions.
- C. A Secondary Voltage Customer is any Customer not defined in Paragraph X.A. or Paragraph X.B., above, as a Transmission Voltage Customer or a Primary Voltage Customer.

(Continued)

# **SCHEDULE 130**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **LARGE MISCELLANEOUS LIGHT AND POWER SERVICE**

#### **XI. TERM OF CONTRACT**

The term of contract for the provision of Electric Service under this schedule shall be such as may be mutually agreed upon, but for not less than one year.

# SCHEDULE 131

## MUNICIPAL AND COUNTY

### THERMAL STORAGE

#### I. APPLICABILITY

This schedule is applicable for 50 kW or more of Electricity Supply Service and Electric Delivery Service on a voluntary basis under the Company's Thermal Energy Storage Program to any account (Customer) who operates electric thermal energy storage equipment. Under this program the type, design, and capacity of the equipment must be inspected and approved by the Company.

#### II. 30-DAY RATE

##### A. Distribution Service Charges

|    |   |         |
|----|---|---------|
| 1. | Basic Customer Charge per Billing Month       | \$91.41 |
| 2. | Plus Distribution Demand Charge               |         |
|    | a. Primary Voltage Customer                   |         |
|    | First 700 kW of Distribution Demand (per kW)  | \$2.079 |
|    | Next 4,300 kW of Distribution Demand (per kW) | \$1.663 |
|    | Additional kW of Distribution Demand (per kW) | \$1.431 |
|    | b. Secondary Voltage Customer                 |         |
|    | First 700 kW of Distribution Demand (per kW)  | \$3.068 |
|    | Next 4,300 kW of Distribution Demand (per kW) | \$2.455 |
|    | Additional kW of Distribution Demand (per kW) | \$2.112 |
| 3. | Plus rkVA Demand Charge                       |         |
|    | All rkVA of Demand (per rkVA)                 | \$0.165 |

##### B. Electricity Supply (ES) Service Charges

|    |   |           |
|----|---|-----------|
| 1. | Electricity Supply Demand Charge              |           |
|    | All kW of Electricity Supply Demand (per kW)  | \$7.931   |
| 2. | Plus Electricity Supply Adjustment Demand     |           |
|    | First 700 kW of Distribution Demand (per kW)  | (\$1.042) |
|    | Next 4,300 kW of Distribution Demand (per kW) | (\$0.833) |
|    | Additional kW of Distribution Demand (per kW) | (\$0.717) |
| 3. | Plus Electricity Supply Energy Charge         |           |
|    | First 210 kWh per kW of Electricity Supply    |           |
|    | Demand (per kWh)                              | 1.007¢    |
|    | Additional ES kWh (per kWh)                   | 0.667¢    |

C. Each kWh used and/or kW, as applicable, is subject to all applicable riders.

(Continued)



# SCHEDULE 131

(Continued)

## MUNICIPAL AND COUNTY

### THERMAL STORAGE

#### II. 30-DAY RATE (Continued)

- D. The minimum charge shall be such as may be contracted for pursuant to Section VI of the Terms and Conditions of the Agreement of which this schedule is a part, or in the absence of a contracted amount the minimum charge shall be the sum of the charges in Paragraphs II.A., II.B.1., and II.B.2., above.

#### III. DETERMINATION OF ELECTRICITY SUPPLY DEMAND AND ELECTRICITY SUPPLY ADJUSTMENT DEMAND

The kW of demand billed under Paragraph II.B.1. shall be the highest of:

- A. The highest average kW measured in any 30-minute interval of the current billing month during the on-peak hours of:
1. 10 a.m. to 10 p.m., Mondays through Fridays, for the period of May 1 through October 31; or
  2. 6 a.m. to 1 p.m. and 5 p.m. to 10 p.m., Mondays through Fridays, for the period of November 1 through April 30; or
- B. 90% of the highest kW of demand at this location as determined under Paragraph III.A. during the billing months of June through September of the preceding eleven billing months; or
- C. 50 kW.

During the period of November 1 through April 30, should the highest average kW measured in any 30-minute interval during the off-peak hours of 1 p.m. to 5 p.m., Mondays through Fridays, exceed the on-peak demand determined under Paragraph III.A., above, by more than the installed capacity of the thermal storage system, the Company reserves the right to include these hours in the determination of Electricity Supply Demand.

- D. The credit for the Electricity Supply Adjustment Demand is required in order to accommodate the transition to fully supported distribution costs. The kW of demand billed under Paragraph II.B.2. shall be the Distribution Demand billed under Paragraph II.A.2.

(Continued)

# **SCHEDULE 131**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **THERMAL STORAGE**

#### **IV. DETERMINATION OF DISTRIBUTION DEMAND**

The Distribution Demand shall be billed only when the service voltage is less than 69 kV. The kW of demand billed under Paragraph II.A.2. shall be such as may be contracted for, but not less than the higher of:

- A. The highest average kW measured in any 30-minute interval during the current and preceding eleven billing months; or
- B. 50 kW.

#### **V. DETERMINATION OF RKVA DEMAND**

The rkVA demand shall be billed only when the Electricity Supply Demand is 1,000 kW or greater. The rkVA of demand billed shall be the highest average rkVA measured in any 30-minute interval during the current billing month.

#### **VI. METER READING AND BILLING**

When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Distribution Demand Charge, the rkVA Demand Charge, the Electricity Supply Demand Charge, the Electricity Supply Adjustment Demand Charge, and the quantity of kWh in the initial block of the Electricity Supply Energy Charge, and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

#### **VII. PAYMENTS**

Bills are due and payable from the billing date as provided in Section VIII of the Terms and Conditions of the Agreement of which this schedule is a part.

#### **VIII. SERVICE AVAILABLE**

Normally, service will be supplied in accordance with Section II of the Terms and Conditions of the Agreement of which this schedule is a part.

(Continued)

# SCHEDULE 131

(Continued)

## MUNICIPAL AND COUNTY

### THERMAL STORAGE

#### IX. STANDBY, MAINTENANCE OR PARALLEL OPERATION SERVICE

A Customer that requires standby, maintenance or parallel operation service may elect service under this schedule provided the Customer contracts for the maximum kW which the Company is to supply. Standby, maintenance or parallel operation service is subject to the following provisions:

- A. Suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with Section XIII.A. of the Terms and Conditions of the Agreement;
- B. In case the maximum measured kW demand, or 85% of any kVA demand measured, exceeds the contract demand, the contract demand shall be increased by such excess demand;
- C. Where the service voltage is less than 69 kV, the demand billed under Paragraph II.A.2. shall be the contract demand.

#### X. DEFINITION OF TRANSMISSION, PRIMARY, AND SECONDARY VOLTAGE CUSTOMER

- A. A Transmission Voltage Customer is any Customer whose delivery voltage is 69 kV or above.
- B. A Primary Voltage Customer is any Customer who meets all of the following criteria:
  - 1. The Distribution Demand, determined in accordance with Paragraph IV., above, for the current billing month is 500 kW or more;
  - 2. The Company provides no transformation from the voltage normally found in the area;
  - 3. The Customer does not receive any discount in accordance with Rate Schedule SP – Special Provisions.
- C. A Secondary Voltage Customer is any Customer not defined in Paragraph X.A. or Paragraph X.B., above, as a Transmission Voltage Customer or a Primary Voltage Customer.

#### XI. TERM OF CONTRACT

The term of contract for the provision of Electric Service under this schedule shall be such as may be mutually agreed upon, but for not less than one year.

# SCHEDULE 132

## MUNICIPAL AND COUNTY

### LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING

#### I. APPLICABILITY

This schedule is applicable to Electricity Supply Service and Electric Delivery Service to any account (Customer) for a municipality or county, or board, agency or authority thereof, provided the Customer’s peak measured average 30-minute interval demand has reached or exceeded 500 kW during the current or previous 11 consecutive billing months immediately prior to the Customer’s effective date for service under this schedule. Service under this Schedule shall be in accordance with Paragraph XIII and shall be supplied to no more than 25 additional services per calendar year with a maximum of 100 total services.

#### II. AVAILABILITY

This schedule is not available at a location until such time that the Company has installed all necessary metering equipment. This schedule is not available to customers electing to participate, either directly or indirectly through a third-party curtailment service provider, in any PJM Interconnection, LLC Demand Response Program or any Company-sponsored peak-shaving demand response program. This schedule is not available to customers electing to participate, either directly or indirectly through a third-party curtailment service provider (“CSP”), in any PJM Interconnection, LLC Demand Response Program or any Company-sponsored peak-shaving demand response program. However, only Customers, who are eligible for the Company’s One-time Option to complete their current CSP contract and remain on this schedule and who receive written confirmation of such eligibility from the Company in accordance with Section G.1.d. of the Agreement of which this schedule is a part, will be allowed to remain on the schedule and complete their current CSP contract.

#### III. 30-DAY VARIABLE RATE

##### A. Distribution Service Charges

1. Basic Customer Charge  
Basic Customer Charge per Billing Month                      \$164.98
2. Plus Distribution Demand Charge
  - a. Primary Voltage Customer  
First 5,000 kW of Distribution Demand                      @ \$1.118 per kW  
Additional kW of Distribution Demand                      @ \$0.842 per kW
  - b. Secondary Voltage Customer  
All kW of Distribution Demand                                      @ \$2.855 per kW

##### B. Electricity Supply (ES) Service Charges

1. Electricity Supply Contract Demand Charge  
All kW of Electricity Supply Contract Demand                      @ \$0.000 per kW

(Continued)

# SCHEDULE 132

(Continued)

## MUNICIPAL AND COUNTY

### LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING

#### III. 30-DAY VARIABLE RATE (Continued)

##### 2. Plus Electricity Supply Adjustment Demand Charge

###### a. Primary Voltage Customer

First 5,000 kW of Distribution Demand @ (\$0.215) per kW

Additional kW of Distribution Demand @ (\$0.128) per kW

###### b. Secondary Voltage Customer

All kW of Distribution Demand @ (\$0.770) per kW

##### 3. Plus Electricity Supply Energy Charge

All ES kWh will be categorized according to the following table and billed at the rates specified.

###### a. For the period May 1 through September 30:

| <u>Day Classification</u> | <u>On-Peak Period</u> | <u>On-Peak Rate Per ES kWh</u> | <u>Off-Peak Rate Per ES kWh</u> |
|---------------------------|-----------------------|--------------------------------|---------------------------------|
| A                         | 11 a.m.- 9 p.m.       | 31.918¢                        | 3.035¢                          |
| B                         | 11 a.m.- 9 p.m.       | 1.941¢                         | 1.060¢                          |
| C                         | 7 a.m. – 10 p.m.      | 1.060¢                         | 0.539¢                          |

###### b. For the period October 1 through April 30:

| <u>Day Classification</u> | <u>On-Peak Period</u>            | <u>On-Peak Rate Per ES kWh</u> | <u>Off-Peak Rate Per ES kWh</u> |
|---------------------------|----------------------------------|--------------------------------|---------------------------------|
| A                         | 6 a.m.- noon &<br>5 p.m.- 9 p.m. | 31.918¢                        | 3.603¢                          |
| B                         | 6 a.m.- noon &<br>5 p.m.- 9 p.m. | 1.941¢                         | 1.177¢                          |
| C                         | 6 a.m.- noon &<br>5 p.m.- 9 p.m. | 1.177¢                         | 0.790¢                          |

(NOTE: Classification A will apply for no more than 28 days during any calendar year, and classification C will apply for no less than 60 days during any calendar year.)

(Continued)

# SCHEDULE 132

(Continued)

## MUNICIPAL AND COUNTY

### LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING

#### III. 30-DAY VARIABLE RATE (Continued)

- C. Each kWh used and/or kW, as applicable, is subject to all applicable riders.
- D. The minimum charge shall be such as may be contracted for pursuant to Section VI of the Terms and Conditions of the Agreement of which this schedule is a part but not less than the sum of the charges in A., B.1., and B.2., above.

#### IV. NOTIFICATION OF DAY CLASSIFICATION

The Electricity Supply Energy Charge day classification for each day will be determined by the Company and will be available via a toll-free telephone number after 5 p.m. the preceding day. Should the Company fail to make its determination by 5 p.m., the classification shall be "C" by default.

#### V. DETERMINATION OF ELECTRICITY SUPPLY PEAK DEMAND AND ELECTRICITY SUPPLY CONTRACT DEMAND

- A. The Company may install metering equipment necessary to determine both the average kW demand during a 30-minute interval and the average kVA demand during a 30-minute interval. The Electricity Supply Peak Demand for the current billing month shall be the higher of:
  - 1. The highest average kW demand measured during the current billing month; or
  - 2. 85% of the highest average kVA demand measured during the current billing month.
- B. The Electricity Supply Contract Demand shall be the maximum demand the Company is to provide, but not less than 500 kW. In the event that the Electricity Supply Peak Demand determined for the current billing month exceeds the Electricity Supply Contract Demand, the Electricity Supply Contract Demand shall be increased by such excess demand.

(Continued)

# SCHEDULE 132

(Continued)

## MUNICIPAL AND COUNTY

### LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING

#### VI. DETERMINATION OF ELECTRICITY SUPPLY ADJUSTMENT DEMAND

The credit for the Electricity Supply Adjustment Demand is required in order to accommodate the transition to fully supported distribution costs. The kW of demand billed under Paragraph III.B.2. shall be the Distribution Demand billed under Paragraph III.A.2.

#### VII. DETERMINATION OF DISTRIBUTION DEMAND

The Distribution Demand shall be billed only where the service voltage is less than 69 kV. The kW of demand billed under III.A.2. shall be the Electricity Supply Contract Demand.

#### VIII. METER READING AND BILLING

- A. The Company may require that the Customer provide the Company with access to the Customer's telephone service so that the Company may communicate with its metering equipment.
- B. When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Distribution Demand Charge, the Electricity Supply Contract Demand Charge, the Electricity Supply Adjustment Demand Charge, and the minimum charge of the 30-day variable rate will each be multiplied by the actual number of days in the billing period and divided by 30.

#### IX. SERVICE AVAILABLE

Normally, service will be provided in accordance with Section II of the Terms and Conditions of the Agreement of which this Schedule is a part.

#### X. PARALLEL OPERATION SERVICE

A Customer operating an electric power plant in parallel with the Company's facilities may elect service under this schedule provided that suitable relays and protective equipment are furnished, installed, and maintained at the Customer's expense in accordance with Section XIII.A of the Terms and Conditions of the Agreement of which this schedule is a part and in accordance with specifications furnished by the Company. The relays and protection equipment shall be subject, at all reasonable times, to inspection by the Company's authorized representative.

(Continued)

# SCHEDULE 132

(Continued)

## MUNICIPAL AND COUNTY

### LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING

#### XI. DEFINITION OF TRANSMISSION, PRIMARY, AND SECONDARY VOLTAGE CUSTOMER

- A. A Transmission Voltage Customer is any Customer whose delivery voltage is 69 kV or above.
- B. A Primary Voltage Customer is any Customer who meets all of the following criteria:
  - 1. The Distribution Demand, determined in accordance with Paragraph VII., above, for the current billing month is 500 kW or more;
  - 2. The Company provides no transformation from the voltage normally found in the area;
  - 3. The Customer does not receive any discount in accordance with Rate Schedule SP – Special Provisions.
- C. A Secondary Voltage Customer is any Customer not defined in Paragraph XI.A. or XI.B., above, as a Transmission Voltage Customer or a Primary Voltage Customer.

#### XII. PAYMENTS

Bills are due and payable from the billing date as provided in Section VIII of the Terms and Conditions of the Agreement of which this schedule is a part.

#### XIII. TERM OF CONTRACT

The minimum term of applicability for this schedule shall be for one year, continuing thereafter for one-year terms unless either party provides sixty days written notice of termination prior to the end of any term.



# **SCHEDULE 133**

**(EXPERIMENTAL)**

## **MUNICIPAL AND COUNTY**

### **LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING**

#### **I. APPLICABILITY**

- A. This schedule is applicable to Electricity Supply Service and Electric Delivery Service, on a voluntary basis, to any account (Customer) for a municipality or county, or board, agency or authority thereof, provided the Customer's peak measured average 30-minute interval demand has reached or exceeded 500 kW during the current or previous 11 consecutive billing months immediately prior to the Customer's effective date for service under this schedule and provided the Customer meets one of the following criteria:
1. The Customer initiates Electric Service with the Company at the service location on or after August 1, 2014; or
  2. The Customer currently receives Electricity Supply Service and Electric Delivery Service from the Company in accordance with Rate Schedule 132 and – in the Company's sole determination – a Company-produced billing analysis indicates that future billing on Rate Schedule 133 is not more economical for the Customer's account at the service location, unless the Customer modifies the way in which Electric Service is used at the service location.
- B. Discontinuance of Electric Service under this schedule shall be in accordance with Paragraph XV of this schedule.
- C. This schedule is part of a dynamic-pricing pilot during the term of the Agreement. The last date a Customer may volunteer for service under this schedule is July 1, 2017, unless this schedule becomes permanent prior to such date. Otherwise, the Company will provide written notice to the Customer by July 1, 2017 that this pilot will end on June 30, 2018.

#### **II. AVAILABILITY**

- A. This schedule is not available at a location until such time that the Company has installed all necessary metering equipment.
- B. This schedule is not available to customers electing to participate, either directly or indirectly through a third-party curtailment service provider, in any PJM Interconnection, LLC Demand Response Program, or any Company-sponsored peak-shaving demand response program.
- C. This schedule is available to no more than 25 active accounts.

(Continued)

# SCHEDULE 133 (EXPERIMENTAL)

(Continued)

## MUNICIPAL AND COUNTY

### LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING

III. 30-DAY VARIABLE RATE

A. Distribution Service Charges

1. Basic Customer Charge  
Basic Customer Charge per Billing Month \$91.10
2. Plus Distribution Demand Charge
  - a. Primary Voltage Customer  
All kW of Distribution Demand @ \$1.486 per kW
  - b. Secondary Voltage Customer  
First 500 kW of Distribution Demand @ \$2.510 per kW  
Additional kW of Distribution Demand @ \$2.167 per kW

B. Electricity Supply (ES) Service Charges

1. Electricity Supply Base Energy Charge  
All Base kWh @ 1.4697¢ per kWh
2. Plus Electricity Supply Peak Energy Charge  
All ES Peak kWh will be billed at the applicable rates, below.
  - a. For the period April 16 through October 15, inclusive:

| <u>Day</u><br><u>Classification</u> | <u>Time</u><br><u>Period</u>          | <u>Rate</u><br><u>Per ES kWh</u> |
|-------------------------------------|---------------------------------------|----------------------------------|
| A                                   | 1 p.m. to 6 p.m.                      | 7.9462¢                          |
|                                     | 10 a.m. to 1 p.m. & 6 p.m. to 10 p.m. | 4.0922¢                          |
|                                     | All other hours                       | 0.9157¢                          |
| B                                   | 1 p.m. to 6 p.m.                      | 4.8436¢                          |
|                                     | 10 a.m. to 1 p.m. & 6 p.m. to 10 p.m. | 2.8142¢                          |
|                                     | All other hours                       | 0.4490¢                          |
| C                                   | 1 p.m. to 6 p.m.                      | 2.1036¢                          |
|                                     | 10 a.m. to 1 p.m. & 6 p.m. to 10 p.m. | 1.4964¢                          |
|                                     | All other hours                       | 0.0025¢                          |

(Continued)

**SCHEDULE 133**  
**(EXPERIMENTAL)**

(Continued)

**MUNICIPAL AND COUNTY**

**LARGE MISCELLANEOUS LIGHT AND  
POWER SERVICE - VARIABLE PRICING**

III. 30-DAY VARIABLE RATE (Continued)

b. For the period October 16 through April 15, inclusive:

| <u>Day<br/>Classification</u> | <u>Time<br/>Period</u>                                | <u>Rate<br/>Per ES kWh</u> |
|-------------------------------|---|----------------------------|
| A                             | 5 a.m. to noon & 5 p.m. to 10 p.m.<br>All other hours | 6.9257¢<br>3.8626¢         |
| B                             | 5 a.m. to noon & 5 p.m. to 10 p.m.<br>All other hours | 4.6584¢<br>2.4383¢         |
| C                             | 5 a.m. to noon & 5 p.m. to 10 p.m.<br>All other hours | 1.7142¢<br>0.5618¢         |

(NOTE: For the annual period between June 1 and May 31 the following year, classification A will apply for no more than 30 days and classification C will apply for no less than 280 days.)

3. Plus Critical Period Surcharge (applies to both Base and Peak energy, in addition to above rates)

All Critical Period ES kWh @ 46.9000¢ per kWh

- C. Each kWh used and/or kW, as applicable, is subject to all applicable riders.
- D. The minimum charge shall be such as may be contracted for pursuant to Section VI of the Terms and Conditions of the Agreement of which this schedule is a part but not less than the sum of the charges in Paragraph III.A., above.

IV. DESIGNATION OF CRITICAL PERIODS

- A. Critical Periods are limited to 25 five-hour periods falling between June 1 and May 31 the following year. Critical Periods are limited to no more than two periods per day, with the potential for back-to-back periods. The Customer should anticipate a total of 25 Critical Periods during this twelve-month period.

(Continued)

# SCHEDULE 133 (EXPERIMENTAL)

(Continued)

## MUNICIPAL AND COUNTY

### LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING

IV. DESIGNATION OF CRITICAL PERIODS (Continued)

- B. During the Heating Season, a Critical Period typically will fall between 5 a.m. and 11 a.m., or between 5 p.m. and 10 p.m. During the Cooling Season, a single Critical Period typically will fall between noon and 7 p.m. (Back-to-back periods during the Cooling Season typically will fall between 10 a.m. and 10 p.m.)

V. NOTIFICATION OF DAY CLASSIFICATION AND CRITICAL PERIODS

- A. The Electricity Supply Energy Charge day classification for each day will be determined by the Company and will be available via the Internet (at a site to be designated by the Company) after 6 p.m. the preceding day. Should the Company fail to make its determination by 6 p.m., the classification shall be "C" by default.
- B. Notice of application of Critical Periods will be available at the same Internet site, in accordance with the following notice requirements:

| <u>Season</u> | <u>Period Description</u>   | <u>Available No Later Than</u> |
|---------------|-----------------------------|--------------------------------|
|               |                             |                                |
| Cooling       | A single period for the day | 11 a.m. the applicable day     |
| Cooling       | Two back-to-back periods    | 9 a.m. the applicable day      |
|               |                             |                                |
| Heating       | Morning period              | 9 p.m. the preceding day       |
| Heating       | Evening period              | 3 p.m. the applicable day      |

In no case will Internet notice be posted less than two hours prior to the beginning of the Critical Period.

- C. While the internet will be the official notification, the Company will attempt to provide secondary notification directly to the Customer via communication media readily available. It is the Customer's responsibility to notify the Company of the Customer's current and updated secondary contact information.

VI. DETERMINATION OF ELECTRICITY SUPPLY PEAK DEMAND AND ELECTRICITY SUPPLY CONTRACT DEMAND

- A. The Company may install metering equipment necessary to determine both the average kW demand during a 30-minute interval and the average kVA demand during a 30-minute interval. The Electricity Supply Peak Demand for the current billing month shall be the higher of:

(Continued)

# **SCHEDULE 133**

**(EXPERIMENTAL)**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING**

#### **VI. DETERMINATION OF ELECTRICITY SUPPLY PEAK DEMAND AND ELECTRICITY SUPPLY CONTRACT DEMAND (Continued)**

1. The highest average kW demand measured during the current billing month, or
  2. 85% of the highest average kVA demand measured during the current billing month.
- B. The Electricity Supply Contract Demand shall be the maximum demand the Company is to provide, but not less than 500 kW. In the event that the Electricity Supply Peak Demand determined for the current billing month exceeds the Electricity Supply Contract Demand, the Electricity Supply Contract Demand shall be increased by such excess demand.

#### **VII. DETERMINATION OF DISTRIBUTION DEMAND**

The Distribution Demand shall be billed only where the service voltage is less than 69 kV. The kW of demand billed under III.A.2. shall be the Electricity Supply Contract Demand.

#### **VIII. DETERMINATION OF BASE DEMAND**

For each day of the current billing month, the Company will determine the minimum 30-minute average kW demand measured by the Company. From the daily minimum values for the current billing month, the Company will determine the median value. That median will be compared with the demand values determined similarly for the previous eleven billing months, and from these twelve monthly values, the Base Demand is determined as the minimum of the twelve. (In the case of a force majeure resulting in a power outage lasting for more than half of the billing month, the Base Demand will be normalized.)

**(Continued)**

# **SCHEDULE 133**

## **(EXPERIMENTAL)**

**(Continued)**

### **MUNICIPAL AND COUNTY**

#### **LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING**

##### **IX. DETERMINATION OF BASE AND PEAK ENERGY**

For each 30-minute interval of the current billing month, any energy delivered during such interval, up to a 50% of the Base Demand, is determined to be Base kWh, with any additional energy delivered during such interval determined to be Peak kWh. (50% relates to the length of the interval. Had such interval been 60 minutes, the percentage would have been 100%.)

##### **X. METER READING AND BILLING**

When the actual number of days for the billing month is more or less than 30 days, the Basic Customer Charge, the Distribution Demand Charge, and the minimum charge of the 30-day rate, and any charge(s) per kW applied under Paragraph III.C. will each be multiplied by the actual number of days in the billing period and divided by 30.

##### **XI. SERVICE AVAILABLE**

Normally, service will be provided in accordance with Section II of the Terms and Conditions of the Agreement of which this Schedule is a part.

##### **XII. PARALLEL OPERATION SERVICE**

A Customer operating an electric power plant in parallel with the Company's facilities may elect service under this schedule provided that suitable relays and protective equipment are furnished, installed, and maintained at the Customer's expense in accordance with Section XIII.A of the Terms and Conditions of the Agreement of which this schedule is a part and in accordance with specifications furnished by the Company. The relays and protection equipment shall be subject, at all reasonable times, to inspection by the Company's authorized representative.

##### **XIII. DEFINITION OF TRANSMISSION, PRIMARY, AND SECONDARY VOLTAGE CUSTOMER**

- A. A Transmission Voltage Customer is any Customer whose delivery voltage is 69 kV or above.

**(Continued)**

# **SCHEDULE 133**

## **(EXPERIMENTAL)**

**(Continued)**

### **MUNICIPAL AND COUNTY**

#### **LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING**

#### **XIII. DEFINITION OF TRANSMISSION, PRIMARY, AND SECONDARY VOLTAGE CUSTOMER (Continued)**

- B. A Primary Voltage Customer is any Customer who meets all of the following criteria:
1. The Distribution Demand, determined in accordance with Paragraph VII., above, for the current billing month is 500 kW or more;
  2. The Company provides no transformation from the voltage normally found in the area.
  3. The Customer does not receive any discount in accordance with Rate Schedule SP – Special Provisions.
- C. A Secondary Voltage Customer is any Customer not defined in Paragraph XIII.A. or XIII.B., above, as a Transmission Voltage Customer or a Primary Voltage Customer.

#### **XIV. PAYMENTS**

Bills are due and payable from the billing date as provided in Section VIII of the Terms and Conditions of the Agreement or the equivalent provision in any subsequent agreement, of which this schedule is a part.

#### **XV. TERM OF CONTRACT**

The term of for the purchase of Electric Service under this schedule shall be in multiples of one year, continuing thereafter for one-year terms unless either party provides sixty days written notice of termination prior to the end of any term.

# SCHEDULE 134

## MUNICIPAL AND COUNTY

### LARGE MISCELLANEOUS LIGHT AND POWER SERVICE, TRANSMISSION OR PRIMARY VOLTAGE

#### I. APPLICABILITY

This schedule is applicable for Electricity Supply Service and Electric Delivery Service for miscellaneous light and power service only to an account (Customer) for any municipality or county, or board, agency or authority thereof who receives transmission or primary voltage, as defined in Paragraph VIII of this schedule, and whose peak measured average 30-minute interval demand has reached or exceeded 1,500 kW during at least three billing months within the previous 12 consecutive billing months occurring immediately prior to the Customer's effective date for service under this schedule. Discontinuance of Electric Service under this schedule shall be in accordance with Paragraph X of this schedule.

#### II. 30-DAY RATE

##### A. Distribution Service Charges

1. Basic Customer Charge  
Basic Customer Charge \$91.41 per billing month.
2. Plus Distribution Contract Demand Charge  
First 5,000 kW of Distribution Contract Demand @ \$1.992 per kW  
Additional kW of Distribution Contract Demand @ \$1.231 per kW

##### B. Electricity Supply (ES) Service Charges

1. On-Peak Electricity Supply Demand Charge  
All On-Peak Electricity Supply Demand @ \$8.480 per kW
2. Plus Electricity Supply kWh Charge  
All On-peak ES kWh @ 0.543¢ per kWh  
All Off-Peak ES kWh @ 0.370¢ per kWh

C. Each kWh used and/or kW, as applicable, is subject to all applicable riders.

D. The minimum charge shall be as may be contracted for.

(Continued)



# **SCHEDULE 134**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **LARGE MISCELLANEOUS LIGHT AND POWER SERVICE, TRANSMISSION OR PRIMARY VOLTAGE**

#### **III. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS**

The following on-peak and off-peak hours are applicable to the billing of all charges stated in this schedule.

A. On-peak hours are as follows:

1. For the period of June 1 through September 30, 10 a.m. to 10 p.m.
2. For the period of October 1 through May 31, 7 a.m. to 10 p.m.

B. All hours not specified in Paragraph III.A., above, are off-peak.

#### **IV. DETERMINATION OF DISTRIBUTION PEAK DEMAND AND DISTRIBUTION CONTRACT DEMAND**

A. The Company may install metering equipment necessary to determine both the average kW demand during a 30-minute interval and the average kVA demand during a 30-minute interval. The Distribution Peak Demand for the current billing month shall be the higher of:

1. The highest average kW demand measured during the current billing month; or
2. 85% of the highest average kVA demand measured during the current billing month.

B. The Distribution Contract Demand billed under Paragraph II.A.2. shall be the maximum demand the Company is to provide, but not less than 1,500 kW. In the event that the Distribution Peak Demand determined for the current billing month exceeds the Distribution Contract Demand, the Distribution Contract Demand shall be increased by such excess demand.

C. The Distribution Contract Demand shall be billed only where the service voltage is less than 69 kV.

(Continued)

# **SCHEDULE 134**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **LARGE MISCELLANEOUS LIGHT AND POWER SERVICE, TRANSMISSION OR PRIMARY VOLTAGE**

#### **V. DETERMINATION OF ON-PEAK ELECTRICITY SUPPLY DEMAND**

The kW of demand billed under II.B.1. shall be the highest of:

- A. The highest average kW measured in any 30-minute interval of the current billing month during the on-peak hours;
- B. 90% percent of the highest kW of demand at this location as determined under Paragraph V.A., above, during the billing months of June through September of the preceding 11 billing months;
- C. 1,000 kW.

#### **VI. METER READING AND BILLING**

When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Distribution Demand Charge, the On-Peak Electricity Supply Demand Charge, and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

#### **VII. PARALLEL OPERATION SERVICE**

A Customer operating an electric power plant in parallel with the Company's facilities may elect service under this schedule provided that suitable relays and protective equipment are furnished, installed, and maintained at the Customer's expense in accordance with Section XIII.A of the Terms and Conditions of the Agreement of which this schedule is a part and in accordance with specifications furnished by the Company. The relays and protection equipment shall be subject, at all reasonable times, to inspection by the Company's authorized representative.

(Continued)

# SCHEDULE 134

(Continued)

## MUNICIPAL AND COUNTY

### LARGE MISCELLANEOUS LIGHT AND POWER SERVICE, TRANSMISSION OR PRIMARY VOLTAGE

#### VIII. DEFINITION OF TRANSMISSION AND PRIMARY VOLTAGE CUSTOMER

- A. A Transmission Voltage Customer is any Customer whose delivery voltage is 69 kV or above.
- B. A Primary Voltage Customer is any Customer who meets all of the following criteria:
  - 1. The Distribution Contract Demand, determined in accordance with Paragraph IV., above, for the current billing month is 1,500 kW or more;
  - 2. The Company provides no transformation from the voltage normally found in the area. However, the Customer shall not be allowed to purchase the Company's transformation facilities for the purposes of being classified as a Primary Voltage Customer under this schedule;
  - 3. The Customer does not receive any discount in accordance with Rate Schedule SP – Special Provisions.

#### IX. PAYMENTS

Bills are due and payable from the billing date as provided in Section VIII of the Terms and Conditions of the Agreement of which this schedule is a part.

#### X. TERM OF CONTRACT

The contract shall be open order unless (a) parallel operation service is provided, or (b) the Customer or the Company requests a written contract. In such cases, the term of contract for the purchase of Electric Service under this schedule shall be as mutually agreed upon, but for not less than one year.

# SCHEDULE 150

## MUNICIPAL AND COUNTY

### ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE HIGH PRESSURE SODIUM

#### I. APPLICABILITY

This schedule is applicable to Electricity Supply Service and Electric Delivery Service to any account (Customer) for the provision of high pressure sodium roadway, directional and area lighting service for any municipality or county, or any board, agency or authority thereof.

#### II. MONTHLY RATE

##### A. Roadway, Directional and Area Lighting Service

1. The following Electricity Supply Service and Electric Delivery (Distribution) Service Charges are applicable to Type 1 fixtures, which consist of the following fixture types: open vertical; enclosed (drop or flat lens); small colonial; traditional colonial; contemporary, sphere; and the rectangular.

| <u>Approximate<br/>Lumens</u> | <u>Input<br/>Wattage</u> | <u>Monthly<br/>kWh</u> | <u>Distribution<br/>Service Charge<br/>Per Unit Per Month</u> | <u>Electricity Supply<br/>Service Charge<br/>Per Unit Per Month</u> |
|-------------------------------|--------------------------|------------------------|---|---|
| 5,000                         | 82                       | 30                     | \$ 6.12   | \$ 0.91   |
| 8,000                         | 120                      | 40                     | \$ 6.44   | \$ 1.21   |
| 14,000                        | 202                      | 70                     | \$ 6.94   | \$ 2.11   |
| 23,000                        | 315                      | 105                    | \$ 9.41   | \$ 3.18   |
| 42,000                        | 490                      | 160                    | \$14.25   | \$ 4.84   |
| 127,000                       | 1,130                    | 380                    | \$16.48   | \$11.51   |

(Continued)

Electric – Virginia  
Municipal – County

Superseding Schedule Effective For Usage On and  
After 04-01-11. This Schedule Effective For Usage  
On and After 08-01-14.

# SCHEDULE 150

(Continued)

## MUNICIPAL AND COUNTY

### ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE HIGH PRESSURE SODIUM

#### II. MONTHLY RATE (Continued)

2. The following Electricity Supply Service and Electric Delivery (Distribution) Service Charges are applicable to Type 2 fixtures, which consist of the following fixture types: ultra (drop or flat lens); acorn; carlyle; and the decorative colonial.

a. Distribution Service Charge

| Approximate<br>Lumens | Input<br>Wattage | Monthly<br>kWh | Distribution Service Charge<br>Per Unit Per Month |                                      |
|-----------------------|------------------|----------------|---|--------------------------------------|
|                       |                  |                | First Unit Per Pole                               | Each Additional<br>Unit on Same Pole |
| 5,000                 | 82               | 30             | \$14.90   | \$6.45                               |
| 8,000                 | 120              | 40             | \$15.09   | \$6.73                               |
| 14,000                | 202              | 70             | \$15.39   | \$7.09                               |
| 23,000                | 315              | 105            | \$17.50   | \$8.63                               |
| 42,000                | 490              | 160            | \$20.76   | \$9.78                               |

b. Electricity Supply Service Charge

| Approximate<br>Lumens | Input<br>Wattage | Monthly<br>kWh | Electricity Supply Service Charge<br>Per Unit Per Month |                                      |
|-----------------------|------------------|----------------|---|--------------------------------------|
|                       |                  |                | First Unit Per Pole                                     | Each Additional<br>Unit on Same Pole |
| 5,000                 | 82               | 30             | \$0.91  | \$0.91                               |
| 8,000                 | 120              | 40             | \$1.20  | \$1.20                               |
| 14,000                | 202              | 70             | \$2.12  | \$2.12                               |
| 23,000                | 315              | 105            | \$3.19  | \$3.19                               |
| 42,000                | 490              | 160            | \$4.85  | \$4.85                               |

(Continued)

# SCHEDULE 150

(Continued)

## MUNICIPAL AND COUNTY

### ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE HIGH PRESSURE SODIUM

#### II. MONTHLY RATE (Continued)

##### 3. Directional Lighting Service

###### a. Distribution Service Charge

| Approximate<br>Lumens | Input<br>Wattage | Monthly<br>kWh | Distribution Service Charge<br>Per Unit Per Month |                                      |
|-----------------------|------------------|----------------|---|--------------------------------------|
|                       |                  |                | First Unit Per Pole                               | Each Additional<br>Unit on Same Pole |
| 23,000                | 315              | 105            | \$17.40   | \$4.87                               |
| 42,000                | 490              | 160            | \$15.23   | \$7.43                               |
| 127,000               | 1,130            | 380            | \$17.32   | \$8.77                               |

###### b. Electricity Supply Service Charge

| Approximate<br>Lumens | Input<br>Wattage | Monthly<br>kWh | Electricity Supply Service Charge<br>Per Unit Per Month |                                      |
|-----------------------|------------------|----------------|---|--------------------------------------|
|                       |                  |                | First Unit Per Pole                                     | Each Additional<br>Unit on Same Pole |
| 23,000                | 315              | 105            | \$ 3.18   | \$ 3.18                              |
| 42,000                | 490              | 160            | \$ 4.84   | \$ 4.84                              |
| 127,000               | 1,130            | 380            | \$11.50   | \$11.50                              |

##### 4. Expressway — Specifically designed luminaires allowing greater pole spacing and increased pole setback from the edge of highways.

###### a. Distribution Service Charge

| Approximate<br>Lumens | Input<br>Wattage | Monthly<br>kWh | Distribution Service Charge<br>Per Unit Per Month |                                      |
|-----------------------|------------------|----------------|---|--------------------------------------|
|                       |                  |                | First Unit Per Pole                               | Each Additional<br>Unit on Same Pole |
| 23,000                | 315              | 105            | \$30.40   | \$16.74                              |
| 42,000                | 490              | 160            | \$31.04   | \$17.38                              |

(Continued)

# SCHEDULE 150

(Continued)

## MUNICIPAL AND COUNTY

### ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE HIGH PRESSURE SODIUM

#### II. MONTHLY RATE (Continued)

##### b. Electricity Supply Service Charge

| Approximate<br><u>Lumens</u> | Input<br><u>Wattage</u> | Monthly<br><u>kWh</u> | Electricity Supply Service Charge<br>Per Unit Per Month |  |
|------------------------------|-------------------------|-----------------------|---|--|
|                              |                         |                       | <u>First Unit Per Pole</u>                              | <u>Each Additional<br/>Unit on Same Pole</u> |
| 23,000                       | 315                     | 105                   | \$3.18  | \$3.18                                       |
| 42,000                       | 490                     | 160                   | \$4.84  | \$4.84                                       |

##### 5. Additional Distribution Service Charges for Fluted Poles and for Aluminum Bridge Poles Meeting Requirements of Schedule 152:

Some of the luminaires available under Paragraphs II.A.1. and II.A.2., above, are known as pole top luminaires to be installed on either a concrete pole or a tapered textured fiberglass pole. Should the Customer want a 10 to 14 foot fluted decorative pole in lieu of the concrete or tapered textured fiberglass pole, the total Distribution Service Charge per month will be the appropriate Distribution Service Charge from Paragraph II.A.1. or Paragraph II.A.2., above, plus the appropriate Distribution Service Charge, below. For luminaires installed on bridge poles meeting the requirements of Schedule 152, the total Distribution Service Charge per month will be the appropriate Distribution Service Charge from Paragraph II.A.1., above, plus item II.A.5.a., below.

|   | <u>Distribution Service Charge</u> |
|---|------------------------------------|
| a. aluminum fluted decorative pole or bridge pole | \$16.08                            |
| b. fiberglass fluted decorative pole              | \$ 6.43                            |

The sum of the appropriate pole charges in this paragraph and the charges from Paragraph II.A.1. or II.A.2., above, shall be used to determine the Excess of Four Years' Revenue pursuant to Section XII of the Terms and Conditions of the Agreement of which this schedule is a part.

(Continued)

# **SCHEDULE 150**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE HIGH PRESSURE SODIUM**

#### II. MONTHLY RATE (Continued)

##### 6. Availability of Additional Fixtures

As additional fixtures become available for inclusion in the Company's system, the Company will endeavor to assign such fixtures an appropriate rate under this schedule.

B. Each kilowatt-hour used is subject to all applicable riders. Distribution and Electricity Supply kilowatt-hours used shall be the "Monthly kWh" shown above for each lamp.

##### C. Minimum Charge

The monthly minimum charge shall be the rate specified in Paragraph II. A., above.

#### III. PAYMENTS

Bills are due and payable from the billing date as provided in Section VIII of the Terms and Conditions of the Agreement of which this schedule is a part.

#### IV. TERMS AND CONDITIONS

A. The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. The Company will make either overhead or underground installations in accordance with Section XII of the Terms and Conditions of the Agreement of which this schedule is a part. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

(Continued)



# **SCHEDULE 150**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE HIGH PRESSURE SODIUM**

#### IV. TERMS AND CONDITIONS (Continued)

B. The Customer shall report to the Company, as promptly as possible, any lights that are out or not burning properly.

1. Following such report, the Company will, except in storm or other unusual weather or operating conditions, endeavor to replace or repair such lights within the number of days described below:

- a. for installations not involving an underground cable failure, three working days; or
- b. for installations involving an underground cable repair, five working days; or
- c. for installations involving an underground cable replacement:
  - 1) in cases where the cable is in Customer-owned conduit, 20 calendar days following the Customer's notification to the Company of the completion of any required conduit repair; and
  - 2) 40 calendar days in all other cases.

The number of days described above assumes the Company is not required to obtain a permit for such work in public ways, or is permitted to perform such work under a blanket permit. The Company shall be allowed additional time commensurate with the time required to obtain case-specific permits.

2. Regardless of the reason for repair, if the streetlight has not been repaired within the applicable time limit, below, the Company will automatically adjust the billing. The amount of any refund or credit for such lights shall be prorated for the days of outage following the first report to the Company.

- a. For all installations not involving an underground cable failure, eleven calendar days.
- b. For installations involving an underground cable repair, fifteen calendar days.
- c. For installations involving an underground cable replacement, 45 calendar days.

(Continued)

# **SCHEDULE 150**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE HIGH PRESSURE SODIUM**

#### IV. TERMS AND CONDITIONS (Continued)

If the Company cannot either perform the required work without obtaining a permit for work in public ways or cannot perform the required work under a blanket permit for work in public ways, the above time limits shall be extended by any duration in excess of three calendar days from the date the Company submitted the application for a case-specific permit to the date the Company received the approved permit. In the event the Company must await completion of any work by the Customer (including but not limited to Customer's repair of Customer-owned conduit or pole foundations), all time limits shall be calculated from the day the Company receives notification from the Customer of the completion of such work. If, after receiving notification that the Customer's work is completed (including corrections of unsatisfactory work), the Company in its reasonable judgement determines that any Customer-performed work is unsatisfactory, the time limit shall be recalculated from the day the Company subsequently receives notification from the Customer that such unsatisfactory work has been corrected.

3. As used in this schedule, underground cable repair shall mean uncovering an underground cable fault and splicing the faulted underground cable together, and when appropriate shall further include incidental replacement of up to five feet of underground cable to bridge a damaged cable segment. More extensive replacement work shall be considered as an underground cable replacement except as may be otherwise determined by the Company. The Company shall determine whether the most appropriate method of restoring service is through underground cable repair or underground cable replacement.
4. This Paragraph IV.B. will not be applicable to outages caused by extraordinary circumstances requiring abnormal repairs.

# **SCHEDULE 151**

## **MUNICIPAL AND COUNTY**

### **ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE INCANDESCENT, MERCURY VAPOR, AND URBANLITES CLOSED EXCEPT AS OUTLINED HEREIN**

#### **I. APPLICABILITY**

This schedule is applicable to Electricity Supply Service and Electric Delivery Service to any account (Customer) for any municipality or county, or any board, agency or authority thereof for the incandescent, mercury vapor and urbanlites lighting units, listed below, for, for roadway, directional and area lighting service, only where the installation existed as of January 1, 1986. Other units listed below are available only as described in the next paragraph.

Existing incandescent (until removed under the Company's incandescent removal plan), mercury vapor or urbanlite units as listed below will continue to be supplied at those locations being served as of January 1, 1986, at the rates set forth below. In addition, replacement mercury vapor-lamped luminaires have been unavailable since April 15, 2008. The Company will continue to replace lamps and photo-cells for in-service mercury vapor luminaires installed as of January 1, 1986, as long as mercury vapor lamps continue to be reasonably available from suppliers. Upon failure of an in-service mercury vapor-lamped luminaire ballast or housing, the Company will replace the failed mercury vapor luminaire with a high pressure sodium vapor-lamped luminaire of similar lumen output and light distribution which will be billed under Rate Schedule 150.

In the event such an existing unit is discontinued at Customer's option, it shall not thereafter be available at such location. No additional such units will be supplied, and in the event any such other unit shall fail and cannot be made operative in the field, at Customer's option the Company will, at Company's cost, after reasonable notification to Customer, either (a) remove and not replace the defective fixtures, or (b) replace the same with Company's high pressure sodium vapor fixture of Customer's choice which will thereafter be billed at the appropriate rate.

(Continued)

# SCHEDULE 151

(Continued)

## MUNICIPAL AND COUNTY

### ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE INCANDESCENT, MERCURY VAPOR, AND URBANLITES CLOSED EXCEPT AS OUTLINED HEREIN

#### II. MONTHLY RATE

##### A. Roadway, Directional and Area Lighting Service

##### 1. Mercury Vapor (MV)

| Approximate<br>Lumens | Type          | Input<br>Wattage | Monthly<br>kWh | Rate Per Unit Per Month        |                                      |
|-----------------------|---------------|------------------|----------------|--------------------------------|--------------------------------------|
|                       |               |                  |                | Distribution<br>Service Charge | Electricity Supply<br>Service Charge |
| 3,300                 | Mercury Vapor | 125              | 40             | \$ 5.98                        | \$ 1.21                              |
| 7,000                 | Mercury Vapor | 208              | 70             | \$ 6.29                        | \$ 2.12                              |
| 11,000                | Mercury Vapor | 294              | 100            | \$ 7.89                        | \$ 3.03                              |
| 20,000                | Mercury Vapor | 452              | 150            | \$11.11                        | \$ 4.54                              |
| 33,000                | Mercury Vapor | 765              | 250            | \$16.91                        | \$ 7.55                              |
| 53,000                | Mercury Vapor | 1,080            | 360            | \$20.40                        | \$10.89                              |

2. Urbanlites — Rectangular shaped luminaires which provide sharp cutoff light patterns along with decorative, environmental qualities, applicable to Roadway and Area Lighting Service.

| Approximate<br>Lumens | Type          | Input<br>Wattage | Monthly<br>kWh | Rate Per Unit Per Month        |                                      |
|-----------------------|---------------|------------------|----------------|--------------------------------|--------------------------------------|
|                       |               |                  |                | Distribution<br>Service Charge | Electricity Supply<br>Service Charge |
| 20,000                | Mercury Vapor | 452              | 150            | \$20.29                        | \$ 4.54                              |
| 14,000                | Sodium Vapor  | 202              | 70             | \$16.99                        | \$ 2.11                              |
| 23,000                | Sodium Vapor  | 315              | 105            | \$17.27                        | \$ 3.18                              |

(Continued)

# SCHEDULE 151

(Continued)

## MUNICIPAL AND COUNTY

### ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE INCANDESCENT, MERCURY VAPOR, AND URBANLITES CLOSED EXCEPT AS OUTLINED HEREIN

#### II. MONTHLY RATE (Continued)

##### 3. Directional Lighting Service

| Approximate Lumens | Type          | Input Wattage | Monthly kWh | Distribution Service Charge |                                   |
|--------------------|---------------|---------------|-------------|-----------------------------|-----------------------------------|
|                    |               |               |             | First Unit Per Pole         | Each Additional Unit on Same Pole |
| 20,000             | Mercury Vapor | 452           | 150         | \$12.54                     | \$ 7.92                           |
| 53,000             | Mercury Vapor | 1,080         | 360         | \$19.11                     | \$10.05                           |

| Approximate Lumens | Type          | Input Wattage | Monthly kWh | Electricity Supply Service Charge Per Unit Per Month |                                   |
|--------------------|---------------|---------------|-------------|--|-----------------------------------|
|                    |               |               |             | First Unit Per Pole                                  | Each Additional Unit on Same Pole |
| 20,000             | Mercury Vapor | 452           | 150         | \$ 4.54  | \$ 4.54                           |
| 53,000             | Mercury Vapor | 1,080         | 360         | \$10.89  | \$10.89                           |

##### 4. Incandescent (INC) Lighting Service

| Approximate Lumens | Type         | Input Wattage | Monthly kWh | Rate Per Unit Per Month     |                                   |
|--------------------|--------------|---------------|-------------|-----------------------------|-----------------------------------|
|                    |              |               |             | Distribution Service Charge | Electricity Supply Service Charge |
| 2,500              | Incandescent | 202           | 70          | \$ 6.25                     | \$ 2.11                           |
| 4,000              | Incandescent | 327           | 110         | \$ 6.51                     | \$ 3.34                           |
| 6,000              | Incandescent | 448           | 150         | \$ 4.96                     | \$ 4.54                           |
| 10,000             | Incandescent | 690           | 230         | \$ 4.99                     | \$ 6.96                           |

(Continued)

Electric – Virginia  
Municipal – County

Superseding Schedule Effective For Usage On and After 04-01-11. This Schedule Effective For Usage On and After 08-01-14.

# **SCHEDULE 151**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE INCANDESCENT, MERCURY VAPOR, AND URBANLITES CLOSED EXCEPT AS OUTLINED HEREIN**

#### **II. MONTHLY RATE (Continued)**

B. Each kilowatthour used is subject to all applicable riders. Distribution and Electricity Supply kilowatthours used shall be the “Monthly kWh” shown above for each lamp.

#### **C. Minimum Charge**

The monthly minimum charge shall be the rate specified in Section II.A., above.

#### **III. PAYMENTS**

Bills are due and payable from the billing date as provided in Section VIII of the Terms and Conditions of which this Schedule is a part.

#### **IV. TERMS AND CONDITIONS**

A. The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. The Company will make either overhead or underground installations in accordance with Section XII of the Terms and Conditions of which this schedule is a part. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

B. The Customer shall report to the Company, as promptly as possible, any lights that are out or not burning properly.

1. Following such report, the Company will, except in storm or other unusual weather or operating conditions, endeavor to replace or repair such lights within the number of days described below:

a. for installations not involving an underground cable failure, three working days;  
or

b. for installations involving an underground cable repair, five working days; or

(Continued)

# SCHEDULE 151

(Continued)

## MUNICIPAL AND COUNTY

### ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE INCANDESCENT, MERCURY VAPOR, AND URBANLITES CLOSED EXCEPT AS OUTLINED HEREIN

#### IV. TERMS AND CONDITIONS (Continued)

- c. for installations involving an underground cable replacement:
  - i) in cases where the cable is in customer-owned conduit, 20 calendar days following the Customer's notification to the Company of the completion of any required conduit repair; and
  - ii) 40 calendar days in all other cases.
- d. The Company will continue to replace lamps and photo-cells for in-service mercury vapor luminaires installed as of January 1, 1986, as long as mercury vapor lamps continue to be reasonably available from suppliers. Upon failure of an in-service mercury vapor-lamped luminaire ballast or housing, the Company will replace the failed mercury vapor luminaire with a high pressure sodium vapor-lamped luminaire of similar lumen output and light distribution which will be billed under Rate Schedule 150.

The number of days described above assumes the Company is not required to obtain a permit for such work in public ways, or is permitted to perform such work under a blanket permit. The Company shall be allowed additional time commensurate with the time required to obtain case-specific permits.

- 2. Regardless of the reason for repair, if the streetlight has not been repaired within the applicable time limit below, the Company will automatically adjust the billing. The amount of any refund or credit for such lights shall be prorated for the days of outage following the first report to the Company. This paragraph shall not apply to mercury vapor-lamped luminaires if the ballast or housing fails or if the lamps and/or photo-cells are no longer readily available from the Company's suppliers. Effective with the date of the first outage report to the Company for such mercury vapor luminaire, the Company will cease billing the Customer on this schedule.
  - a. For all installations not involving an underground cable failure, eleven calendar days.
  - b. For installations involving an underground cable repair, fifteen calendar days.
  - c. For installations involving an underground cable replacement, 45 calendar days.

(Continued)

# **SCHEDULE 151**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE INCANDESCENT, MERCURY VAPOR, AND URBANLITES CLOSED EXCEPT AS OUTLINED HEREIN**

#### **IV. TERMS AND CONDITIONS (Continued)**

If the Company cannot either perform the required work without obtaining a permit for work in public ways or cannot perform the required work under a blanket permit for work in public ways, the above time limits shall be extended by any duration in excess of three calendar days from the date the Company submitted the application for a case-specific permit to the date the Company received the approved permit. In the event the Company must await completion of any work by the Customer (including but not limited to Customer's repair of Customer-owned conduit or pole foundations), all time limits shall be calculated from the day the Company receives notification from the Customer of the completion of such work.

If, after receiving notification that the Customer's work is completed (including corrections of unsatisfactory work) the Company in its reasonable judgment determines that any Customer-performed work is unsatisfactory, the time limit shall be recalculated from the day the Company subsequently receives notification from the Customer that such unsatisfactory work has been corrected.

3. As used in this Schedule, underground cable repair shall mean uncovering an underground cable fault and splicing the faulted underground cable together, and when appropriate shall further include incidental replacement of up to five feet of underground cable to bridge a damaged cable segment. More extensive replacement work shall be considered as an underground cable replacement except as may be otherwise determined by the Company. The Company shall determine whether the most appropriate method of restoring service is through underground cable repair or underground cable replacement.



# **SCHEDULE 152**

## **MUNICIPAL AND COUNTY**

### **STREET LIGHTING FIXTURES ON BRIDGES AND OVERPASSES**

The Company will install, own, and maintain its standard design aluminum bridge poles, fixtures, arms, shock pads, dampers, photo controls, lamps, wire, cable and associated connectors in accordance with the following provisions.

- A. The distance from the water level to the bridge deck does not exceed 115 feet.
- B. The length of the arm does not exceed eight feet.
- C. The luminaire is an ultra or enclosed horizontal, high pressure sodium luminaire rated at 8,000, 14,000, 23,000 or 42,000 lumens.
- D. The Customer meets all of the following requirements:
  - 1. In accordance with Company specifications, the Customer installs maintains, and operates all fixed items including, but not limited to, conduit, handholes, pole foundations, and anchor bolts;
  - 2. At the time of installation, the Customer pays the appropriate charges for the installation of street lighting facilities as described in Section XII of the Terms and Conditions of the Agreement of which this schedule is a part;
  - 3. The Customer shall provide the traffic control necessary to protect the Company's employees and the public when maintenance is required on the facilities supplied by the Company if (a) special safety equipment not used elsewhere on the Company's system is required or if (b) the Company does not have a reasonable need to maintain the required special safety equipment in the area and must transport its own equipment from a different region of the state;
  - 4. The Customer agrees to continue to pay the monthly charge for a period of five years from the date of the original installation and continuing thereafter until ninety days written notice of termination is given by either the Company or the Customer, notwithstanding the termination date of the Agreement to which this provision is a part.
- E. Repair of fixtures will be performed in the same manner and same time period as specified in Section IV of the Street Lighting Schedules. In such case, the schedule of repair will be coordinated with the Customer.
- F. The Customer shall pay the monthly charges for roadway, directional and area lighting service as described in Schedule 150, including the additional charge for bridge poles stated in Paragraph II.A.5.a of that schedule.

# SCHEDULE 153

## MUNICIPAL AND COUNTY

### STREET LIGHTING - SPECIAL FIXTURES

If requested by the Customer, the Company shall install special street lighting fixtures and/or poles that (a) have been selected by the Customer, (b) are of standard manufacture (i.e., manufacturer's inventory items), and (c) do not require extraordinary handling or maintenance in accordance with the provisions below.

1. The Customer shall pay:
  - a. The Excess of Four Years' Revenue, in accordance with Section XII of the Agreement of which this schedule is a part, plus the applicable Tax Effect Recovery Factor (TERF), pursuant to item 3. in Schedule C – Miscellaneous and Standby Charges which is attached to the Agreement of which this schedule is a part, for a standard lighting installation normally provided by the Company;
  - b. All charges pursuant to Schedule 150, SMH, or SSL, as applicable, which apply to a standard lighting installation of the same luminaire type (i.e., high pressure sodium, metal halide, LED, etc.) and size, plus all applicable riders;
  - c. A facilities charge pursuant to Schedule B for the difference in cost between a standard lighting installation and the special lighting installation.
2. The Customer shall provide all fixed items such as conduit, conductor splice boxes, pole foundations, etc.
3. A perpetual inventory of these special fixtures/poles/replacement parts as may be required will be provided by the Customer to consist of not less than 10% of the installed fixtures/poles. Storage for the inventory shall be provided by the Customer.
4. If the fixtures/poles prove to require an excessive amount of maintenance, the Company and Customer will agree upon a modified facility charge rate.
5. Notwithstanding the termination date of the Agreement of which this schedule is a part, Customer agrees to have an initial term of five years for installation of the fixtures/poles continuing thereafter until 90 days written notice of termination is given.
6. Should the Customer request a change in the special fixtures/poles such change shall be paid for by the Customer.
7. Customer shall pay the Company its cost of purchasing any special fixtures, poles or parts for replacement for existing installations as well as for repair. Such cost shall be the greater of the invoice cost plus 10% or the invoice cost plus \$50.00.

(Continued)

Electric – Virginia  
Municipal – County

Superseding Schedule Effective  
Generally For Usage On and After 10-01-12,  
With an Earlier Effective Date Limited to  
Circumstances As Set Forth in Amendment  
No. 2 to the Agreement. This Schedule Effective  
For Usage On and After 08-01-14.

# SCHEDULE 153

(Continued)

## MUNICIPAL AND COUNTY

### STREET LIGHTING - SPECIAL FIXTURES

8. Maintenance and servicing of these special fixtures/poles shall be at a standard not less than that furnished to other fixtures provided by the Company to the Customer under the applicable rate schedule, and as specified in Section IV, Terms and Conditions, of Rate Schedules 150, SMH, and SSL.
9. Customer agrees that the special fixtures/poles to be requested will:
  - a. meet ANSI standards;
  - b. be of utility quality or better;
  - c. be capable of being maintained within Company safety standards;
  - d. utilize the Company's standard lamp and photo-control (where applicable); and
  - e. meet Company's engineering requirements, safety requirements, and other specifications.
10. In the event any special lighting fixture and/or pole originally supplied by the Customer under this schedule, or equivalent schedule under a previous agreement, becomes a standard lighting fixture and/or pole (referred to collectively as "installation") for which the Company has provided an applicable rate, the Company will serve such installation under the applicable rate. In such event, the Company will purchase from the Customer all repair parts, poles and luminaires purchased by the Customer for inventory and/or repair which the Customer was required by the Company to have in inventory as provided in Paragraph 3 of this schedule. The Company shall purchase such materials from the Customer at the Company's existing rate for similar materials.

Electric – Virginia  
Municipal – County

Superseding Schedule Effective  
Generally For Usage On and After 10-01-12,  
With an Earlier Effective Date Limited to  
Circumstances As Set Forth in Amendment  
No. 2 to the Agreement. This Schedule Effective  
For Usage On and After 08-01-14.

# SCHEDULE 154

## MUNICIPAL AND COUNTY

### SERVICE TO CUSTOMER-OWNED STREET, AREA AND OTHER OUTDOOR LIGHTING FACILITIES OPERATED ONLY DURING NIGHT-TIME HOURS

#### I. APPLICABILITY

This schedule is applicable to Electricity Supply Service and Electric Delivery Service and may be selected by any account (Customer) for any municipality or county or any board, agency or authority thereof for Customer-installed, owned, and maintained street, area or other outdoor lighting facilities, which meet the Terms and Conditions of this schedule. Electric Service provided under this schedule shall not be used for other purposes.

#### II. MONTHLY RATE

##### A. Distribution Service Charges

###### 1. Basic Customer Charge

a. For metered service the Basic Customer Charge is \$6.59

b. For unmetered service the Basic Customer Charge is \$2.40 per Delivery Point.

###### 2. Plus Distribution kWh Charge

All kWh @ 2.673¢ per kWh

##### B. Electricity Supply (ES) Service Charges

###### Electricity Supply kWh Charge

All ES kWh @ 0.761¢ per kWh

C. Each kilowatthour used is subject to all applicable riders.

D. For the purposes of billing unmetered service, kilowatthours shall be estimated based upon connected load multiplied by hours usage.

E. The monthly minimum charge shall be the rate specified in Paragraph II. A.1., above.

(Continued)

# **SCHEDULE 154**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **SERVICE TO CUSTOMER-OWNED STREET, AREA AND OTHER OUTDOOR LIGHTING FACILITIES OPERATED ONLY DURING NIGHT-TIME HOURS**

#### **III. METERED SERVICE VERSUS UNMETERED SERVICE**

Metered service shall be required for any new installations when no installations were in place before July 1, 2007. By way of example and not limitation, a new installation consists of installing facilities at an intersection that has no facilities at all; adding facilities to an intersection that has existing traffic facilities as of July 1, 2007, will not be considered a new installation.

#### **IV. PAYMENTS**

Bills are due and payable from the billing date as provided in Section VIII of the Terms and Conditions of the Agreement of which this Schedule is a part.

#### **V. TERMS AND CONDITIONS**

- A. Metered service shall be supplied to one Delivery Point. When metered service is provided, the Customer will install, own and maintain an appropriate approved structure to support the Company's metering facilities.
- B. Unmetered service may be supplied to one or more Delivery Points pursuant to Paragraph III. When unmetered service is provided, the Company will connect to the Customer's conductors at the base of the lighting pole in a suitable space which meets the Company's specifications and approval, and the Customer shall not extend power distribution facilities from the light pole. The Customer shall provide, at each Delivery Point, suitable protective devices to protect the Company's facilities from overload. For Electric Service to underpass lighting and illuminated information signs, the location of the Delivery Point shall be as mutually agreed by the Company and the Customer.
- C. Unmetered Customer-owned lighting shall be switched by a photoelectric control that fails in the off position. Photoelectric controls shall be designed to energize the luminaire when the ambient light is 1.5 footcandles (a tolerance of  $\pm 0.3$  footcandles is allowed). The control shall be designed so that, once energized, the luminaire is de-energized before the ambient light increases to 2.5 footcandles. The control shall be located such that it is not blocked from the natural ambient light.

(Continued)

# **SCHEDULE 154**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **SERVICE TO CUSTOMER-OWNED STREET, AREA AND OTHER OUTDOOR LIGHTING FACILITIES OPERATED ONLY DURING NIGHT-TIME HOURS**

#### V. TERMS AND CONDITIONS (Continued)

- D. The Company shall extend facilities to the Delivery Point(s) upon payment of the Excess of Four Year's Revenue, pursuant to Section XII of the Terms and Conditions of the Agreement of which this schedule is a part. When calculating the Excess of Four Year's Revenue, fuel revenue shall be excluded.
- E. For unmetered service arrangements, the Customer shall provide written notification of the connected load initially served and shall notify the Company in writing prior to any increase in the connected load.

# SCHEDULE SMH

## MUNICIPAL AND COUNTY

### STREETSCAPE METAL HALIDE SUPPLEMENTAL OUTDOOR LIGHTING RATE

#### I. APPLICABILITY

This schedule is applicable to Electricity Supply Service and Electric Delivery Service for any account (Customer) for premium lighting equipment with metal halide lamping to any municipality or county, or any board, agency or authority thereof.

#### II. MONTHLY RATE

##### A. Streetscape Lighting Service

##### 1. Distribution Service Charge

| Approximate Lumens | Nominal Wattage | Input Wattage | Monthly kWh | Distribution Service Charge<br>Per Unit Per Month |                                   |
|--------------------|-----------------|---------------|-------------|---|-----------------------------------|
|                    |                 |               |             | First Unit Per Pole                               | Each Additional Unit on Same Pole |
| 7,000              | 100             | 124           | 41          | \$31.24   | \$13.61                           |
| 10,000             | 150             | 173           | 57          | \$32.38   | \$13.86                           |
| 13,000             | 200             | 228           | 76          | \$38.79   | \$13.67                           |
| 24,000             | 320             | 365           | 121         | \$39.17   | \$14.04                           |

##### 2. Electricity Supply Service Charge

| Approximate Lumens | Nominal Wattage | Input Wattage | Monthly kWh | Electricity Supply Service Charge<br>Per Unit Per Month |                                   |
|--------------------|-----------------|---------------|-------------|---|-----------------------------------|
|                    |                 |               |             | First Unit Per Pole                                     | Each Additional Unit on Same Pole |
| 7,000              | 100             | 124           | 41          | \$1.23  | \$1.23                            |
| 10,000             | 150             | 173           | 57          | \$1.72  | \$1.72                            |
| 13,000             | 200             | 228           | 76          | \$2.30  | \$2.30                            |
| 24,000             | 320             | 365           | 121         | \$3.66  | \$3.66                            |

- B. Each kilowatthour used is subject to all applicable riders. Distribution and Electricity Supply kilowatthours used shall be the "Monthly kWh" shown in II. A., above, for each lamp.

(Continued)

# **SCHEDULE SMH**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **STREETSCAPE METAL HALIDE SUPPLEMENTAL OUTDOOR LIGHTING RATE**

#### II. MONTHLY RATE (Continued)

##### C. Minimum Charge

The monthly minimum charge shall be the rate specified in Paragraph II. A., above, plus all applicable riders.

#### III. PAYMENTS

Bills are due and payable from the billing date as provided in Section VIII of the Terms and Conditions of the Agreement, of which this schedule is a part.

#### IV. TERMS AND CONDITIONS

- A. The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. The Company will make underground installations in accordance with Section XII of the Terms and Conditions of the Agreement of which this schedule is a part, or the equivalent provision in any subsequent agreement, of which this schedule is a part. Installations on buildings or structures belonging to the Customer or to others will not be permitted.
- B. The Customer shall report to the Company, as promptly as possible, any lights that are out or not burning properly.
  - 1. Following such report, the Company will, except in storm or other unusual weather or operating conditions, endeavor to replace or repair such lights within the number of days described below:
    - a. for installations not involving an underground cable failure, three working days; or
    - b. for installations involving an underground cable repair, five working days; or
    - c. for installations involving an underground cable replacement:

(Continued)



# **SCHEDULE SMH**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **STREETSCAPE METAL HALIDE SUPPLEMENTAL OUTDOOR LIGHTING RATE**

#### **IV. TERMS AND CONDITIONS (Continued)**

- i) in cases where the cable is in customer-owned conduit, 20 calendar days following the Customer's notification to the Company of the completion of any required conduit repair, and
- ii) 40 calendar days in all other cases.

The number of days described, above, assumes the Company is not required to obtain a permit for such work in public ways, or is permitted to perform such work under a blanket permit. The Company shall be allowed additional time commensurate with the time required to obtain case-specific permits.

- 2. Regardless of the reason for repair, if the streetlight has not been repaired within the applicable time limit, below, the Company will automatically adjust the billing. The amount of any refund or credit for such lights shall be prorated for the days of outage following the first report to the Company.
  - a. For all installations not involving an underground cable failure, eleven calendar days.
  - b. For installations involving an underground cable repair, fifteen calendar days.
  - c. For installations involving an underground cable replacement, 45 calendar days.

If the Company cannot either perform the required work without obtaining a permit for work in public ways or cannot perform the required work under a blanket permit for work in public ways, the above time limits shall be extended by any duration in excess of three calendar days from the date the Company submitted the application for a case-specific permit to the date the Company received the approved permit.

In the event the Company must await completion of any work by the Customer (including but not limited to Customer's repair of Customer-owned conduit or pole foundations), all time limits shall be calculated from the day the Company receives notification from the Customer of the completion of such work. If, after receiving notification that the Customer's work is completed (including corrections of unsatisfactory work), the Company in its reasonable judgment determines that any Customer-performed work is unsatisfactory, the time limit shall be recalculated from the day the Company subsequently receives notification from the Customer that such unsatisfactory work has been corrected.

(Continued)

**SCHEDULE SMH**  
**(Continued)**

**MUNICIPAL AND COUNTY**

**STREETSCAPE METAL HALIDE  
SUPPLEMENTAL OUTDOOR LIGHTING RATE**

IV. TERMS AND CONDITIONS (Continued)

3. As used in this schedule, underground cable repair shall mean uncovering an underground cable fault and splicing the faulted underground cable together and -- when appropriate -- shall further include incidental replacement of up to five feet of underground cable to bridge a damaged cable segment. More extensive replacement work shall be considered as an underground cable replacement except as may be otherwise determined by the Company. The Company shall determine whether the most appropriate method of restoring service is through underground cable repair or underground cable replacement.
  4. This Paragraph IV.B. will not be applicable to outages caused by extraordinary circumstances requiring abnormal repairs.
- C. The Company will clean and re-lamp the metal halide luminaires offered under this schedule every four years.

**SCHEDULE SSL**  
**MUNICIPAL AND COUNTY**  
**SOLID STATE OUTDOOR LIGHTING**

I. APPLICABILITY AND AVAILABILITY

This schedule is applicable to Electricity Supply Service and Electric Delivery Service to any account (Customer) for any municipality or county, or any board, agency or authority thereof for the provision of solid state outdoor lighting service. Initially, the Company is offering light emitting diode (“LED”) technology.

This schedule is available for the following types of service:

- A. Service to one or more LED luminaires attached to the same pole, where a new pole and electric conductor(s) will be required for such installation; or
- B. Effective for usage on and after January 1, 2015, conversion to an available LED luminaire from an existing mercury vapor (“MV”) or high pressure sodium vapor (“SV”) Type 1 open vertical or enclosed (drop or flat lens) luminaire, which is billed in accordance with Paragraph II.A.1. – Roadway, Directional and Area Lighting Service in the applicable of Rate Schedule 150 or Rate Schedule 151; or
- C. Effective for usage on and after January 1, 2015, service to a new LED luminaire on an existing pole where there are existing electric conductors available and no additional electric conductors will be required for such installation.
- D. Effective for usage on and after February 1, 2017, conversion to an available LED luminaire from an existing mercury vapor (“MV”) or high pressure sodium vapor (“SV”) Type 2 open ultra (drop or flat lens); acorn, Carlyle, and the decorative colonial luminaires, which are billed in accordance with Paragraph II.A.2. – Roadway, Directional and Area Lighting Service in the applicable of Rate Schedule 150 or in accordance with Paragraph II.A.1. of Rate Schedule 151; or
- E. Effective for usage on and after February 1, 2017, service to a new LED luminaire on an existing pole where there are existing electric conductors available and no additional electric conductors will be required for such installation.

(Continued)

# SCHEDULE SSL

(Continued)

## MUNICIPAL AND COUNTY SOLID STATE OUTDOOR LIGHTING

### II. MONTHLY RATE

#### A. Solid State Outdoor Lighting Service

1. The following Electric Delivery (Distribution) Service Charges are applicable to standard (non-decorative) solid state outdoor lighting fixtures which are categorized into the following luminaire rate tiers:

| Luminaire<br>Rate Tier | Monthly kWh<br>Operating Range | Monthly<br>kWh | Standard (Non-Decorative)<br>Distribution Service Charge<br>Per Unit Per Month |  |
|------------------------|--------------------------------|----------------|--|--|
|                        |                                |                | First Unit<br>Per Pole*  | Each Additional<br>Unit on Same Pole or<br>Each Existing MV/SV<br>Unit Converted to LED <sup>#</sup> |
| 1                      | 0 – 9                          | 5              | \$10.78  | \$ 6.73  |
| 2                      | 10 – 19                        | 15             | \$11.75  | \$ 7.47  |
| 3                      | 20 – 29                        | 25             | \$12.28  | \$ 8.00  |
| 4                      | 30 – 39                        | 35             | \$12.81  | \$ 8.52  |
| 5                      | 40 – 49                        | 45             | \$13.34  | \$ 9.05  |
| 6                      | 50 – 59                        | 55             | \$13.87  | \$ 9.59  |
| 7                      | 60 – 69                        | 65             | \$14.39  | \$10.11  |
| 8                      | 70 – 79                        | 75             | \$14.92  | \$10.64  |
| 9                      | 80 – 89                        | 85             | \$15.45  | \$11.20  |
| 10                     | 90 – 99                        | 95             | \$15.98  | \$11.73  |

\* Where a new pole is required for service to the installation.

<sup>#</sup> Effective for usage on and after January 1, 2015, this schedule is effective to the conversion to LED of existing MV or SV luminaires, in accordance with Paragraph I.B., above.

(Continued)

Electric- Virginia  
Municipal – County

Superseding Schedule Effective For Usage On and  
08-01-14. This Schedule Effective For Usage  
On and After 02-01-17.

# SCHEDULE SSL

(Continued)

## MUNICIPAL AND COUNTY SOLID STATE OUTDOOR LIGHTING

### II. MONTHLY RATE (Continued)

2. The following Electric Delivery (Distribution) Service Charges are applicable to decorative solid state outdoor lighting fixtures which are categorized into the following luminaire rate tiers:

| Luminaire<br>Rate Tier | Monthly kWh<br>Operating Range | Monthly<br>kWh | Standard Decorative<br>Distribution Service Charge<br>Per Unit Per Month |  |
|------------------------|--------------------------------|----------------|--|--|
|                        |                                |                | First Unit<br>Per Pole*  | Each Additional<br>Unit on Same Pole or<br>Each Existing MV/SV<br>Unit Converted to LED <sup>#</sup> |
| 1                      | 0 – 9                          | 5              | \$34.39  | \$21.56  |
| 2                      | 10 – 19                        | 15             | \$34.42  | \$21.59  |
| 3                      | 20 – 29                        | 25             | \$34.46  | \$21.63  |
| 4                      | 30 – 39                        | 35             | \$34.49  | \$21.66  |
| 5                      | 40 – 49                        | 45             | \$34.53  | \$21.70  |
| 6                      | 50 – 59                        | 55             | \$34.57  | \$21.74  |
| 7                      | 60 – 69                        | 65             | \$34.60  | \$21.77  |
| 8                      | 70 – 79                        | 75             | \$34.64  | \$21.81  |
| 9                      | 80 – 89                        | 85             | \$34.67  | \$21.84  |
| 10                     | 90 – 99                        | 95             | \$34.71  | \$21.88  |

\* Where a new pole is required for service to the installation.

<sup>#</sup> Effective for usage on and after February 1, 2017, this schedule is effective to the conversion to LED of existing MV or SV luminaires, in accordance with Paragraph I.D., above.

3. The following Electricity Supply Service Charges are applicable to standard (non-decorative) and decorative solid state outdoor lighting fixtures which are categorized into the following luminaire rate tiers:

(Continued)

# SCHEDULE SSL

(Continued)

## MUNICIPAL AND COUNTY SOLID STATE OUTDOOR LIGHTING

### II. MONTHLY RATE (Continued)

| Luminaire<br>Rate Tier | Monthly kWh<br>Operating Range | Monthly<br>kWh | Standard (Non-Decorative) or<br>Standard Decorative<br>Electricity Supply Service Charge<br>Per Unit Per Month |   |
|------------------------|--------------------------------|----------------|--|---|
|                        |                                |                | First Unit<br>Per Pole   | Each Additional Unit on<br>Same Pole or<br>Each Existing MV/SV<br>Unit Converted to LED |
| 1                      | 0 – 9                          | 5              | \$0.13   | \$0.13  |
| 2                      | 10 – 19                        | 15             | \$0.38   | \$0.38  |
| 3                      | 20 – 29                        | 25             | \$0.63   | \$0.63  |
| 4                      | 30 – 39                        | 35             | \$0.89   | \$0.89  |
| 5                      | 40 – 49                        | 45             | \$1.14   | \$1.14  |
| 6                      | 50 – 59                        | 55             | \$1.39   | \$1.39  |
| 7                      | 60 – 69                        | 65             | \$1.65   | \$1.65  |
| 8                      | 70 – 79                        | 75             | \$1.90   | \$1.90  |
| 9                      | 80 – 89                        | 85             | \$2.15   | \$2.15  |
| 10                     | 90 – 99                        | 95             | \$2.41   | \$2.41  |

B. Each kilowatthour used is subject to all applicable riders. Distribution and Electricity Supply kilowatthours used shall be the “Monthly kWh” shown, above, for each lamp.

#### C. Minimum Charge

The monthly minimum charge shall be the rate specified in Paragraph II. A. above.

### III. PAYMENTS

Bills are due and payable from the billing date as provided in Section VIII of the Terms and Conditions of the Agreement or the equivalent provision in any subsequent agreement, of which this schedule is a part.

(Continued)

# **SCHEDULE SSL**

**(Continued)**

## **MUNICIPAL AND COUNTY SOLID STATE OUTDOOR LIGHTING**

### **IV. TERMS AND CONDITIONS**

- A. The complete installation is to be furnished, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. The Company will provide overhead or underground installations in accordance with Section XII of the Terms and Conditions, or the equivalent provision in any subsequent agreement, of which this schedule is a part. Installations on buildings or structures belonging to the Customer or to others will not be permitted. The Customer shall provide, own, and maintain all fixed items such as conduit, hand holes, or pole foundations when such are required.
- B. The Customer shall report to the Company, as promptly as possible, any lights that are not operating properly.
  - 1. Following such report, the Company will, except in storm or other unusual weather or operating conditions, endeavor to replace or repair such lights within the number of days described below:
    - a. for installations not involving an underground cable failure, three working days; or
    - b. for installations involving an underground cable repair, five working days; or
    - c. for installations involving an underground cable replacement:
      - 1) in cases where the cable is in customer-owned conduit, 20 calendar days following the Customer's notification to the Company of the completion of any required conduit repair; and
      - 2) 40 calendar days in all other cases.

The number of days described, above, assumes the Company is not required to obtain a permit for such work in public ways, or is permitted to perform such work under a blanket permit. The Company shall be allowed additional time commensurate with the time required to obtain case-specific permits.

- 2. Regardless of the reason for repair, if the streetlight has not been repaired within the applicable time limit, below, the Company will automatically adjust the billing.

(Continued)

# **SCHEDULE SSL**

**(Continued)**

## **MUNICIPAL AND COUNTY SOLID STATE OUTDOOR LIGHTING**

### **IV. TERMS AND CONDITIONS (Continued)**

The amount of any refund or credit for such lights shall be prorated for the days of outage following the first report to the Company.

- a. For all installations not involving an underground cable failure, eleven calendar days.
- b. For installations involving an underground cable repair, fifteen calendar days.
- c. For installations involving an underground cable replacement, 45 calendar days.

If the Company cannot either perform the required work without obtaining a permit for work in public ways or cannot perform the required work under a blanket permit for work in public ways, the above time limits shall be extended by any duration in excess of three calendar days from the date the Company submitted the application for a case-specific permit to the date the Company received the approved permit.

In the event the Company must await completion of any work by the Customer (including but not limited to Customer's repair of Customer-owned conduit or pole foundations), all time limits shall be calculated from the day the Company receives notification from the Customer of the completion of such work. If, after receiving notification that the Customer's work is completed (including corrections of unsatisfactory work), the Company in its reasonable judgment determines that any Customer-performed work is unsatisfactory, the time limit shall be recalculated from the day the Company subsequently receives notification from the Customer that such unsatisfactory work has been corrected.

3. As used in this schedule, underground cable repair shall mean uncovering an underground cable fault and splicing the faulted underground cable together and -- when appropriate -- shall further include incidental replacement of up to five feet of underground cable to bridge a damaged cable segment. More extensive replacement work shall be considered as an underground cable replacement except as may be otherwise determined by the Company. The Company shall determine whether the most appropriate method of restoring service is through underground cable repair or underground cable replacement.
4. This Paragraph IV.B. will not be applicable to outages caused by extraordinary circumstances requiring abnormal repairs.



# **SCHEDULE DG-CM**

## **(EXPERIMENTAL)**

### **MUNICIPAL AND COUNTY**

#### **DISTRIBUTED GENERATION PILOT PROGRAM**

##### **I. APPLICABILITY**

This schedule is applicable to any account (Customer) for any municipality or county, or board, agency or authority thereof that has a minimum of 1,000 kW of aggregated load curtailment capability supported by generation behind such account – in a manner that meets PJM requirements.

##### **II. AVAILABILITY**

- A. Effective June 1, 2015, this schedule is available on a voluntary, experimental basis to eligible Customers (“DG Pilot Program”).
- B. The terms of the DG Pilot Program are subject to and must comply with changes to PJM market rules that affect this DG Pilot Program.
- C. The DG Pilot Program will conclude on May 31, 2018, unless the Company suspends the DG Pilot Program earlier.

##### **II. GENERAL REQUIREMENTS**

- A. The Company is the curtailment service provider and will be identified as DOMCSP.
- B. PowerSecure International, Inc. (“PowerSecure”) will implement the DG Program Pilot. The Customer and PowerSecure will enter into an agreement (“DG Agreement”), subject to the approval of the Company.
- C. The Customer shall allow PowerSecure to dispatch remotely and to monitor the operation of the Customer’s generator. In addition, the Customer may select between several options for service which include the above mentioned monitoring and dispatch but, also, operation and maintenance of the generation system. The operation and maintenance of the generation system may be required by PowerSecure depending on the complexity of the system and the contract negotiated with all parties.
- D. Interconnection of the Customer’s generator must be approved by the Company in accordance with Section XXV of the Company’s Virginia Jurisdictional filed *Terms and Conditions for the Provision of Electric Service*.

(Continued)

# **SCHEDULE DG-CM**

## **(EXPERIMENTAL)**

**(Continued)**

### **MUNICIPAL AND COUNTY**

#### **DISTRIBUTED GENERATION PILOT PROGRAM**

#### **III. LOAD CURTAILMENT - GENERAL**

- A. DOMCSP will enroll the Customer's load curtailment into the PJM capacity and energy markets, as further described below.
- B. DOMCSP and the Customer will agree mutually to the determination of the value and timing of the Customer's load curtailment bids into the PJM Emergency Program.
- C. Upon request of the Customer, the Customer and PowerSecure will mutually agree on the level and type of assistance that PowerSecure will provide to the Customer.
- D. PowerSecure will coordinate with the Customer to evaluate the size of the Customer's potential load in megawatts ("MW") that will be available during an event for use as capacity and energy.
- E. The Company will review, confirm, and approve the size of the potential load (in Item II.D.) in finalizing the potential load for use as capacity and energy.
- F. The Company will provide the interface with PJM for market interaction (e.g., offers, initiation, testing, and settlement).
- G. Validation of the Customer's load curtailment during events will be done according to PJM requirements. The Customer shall be required to provide the Company all required meter data.

#### **III. Load Curtailment – Capacity**

- A. DOMCSP shall bid the Customer's capacity into either the Base Residual Auction or Incremental Auctions, as agreed to between the Customer and the Company.
- B. The Customer shall select among the following PJM demand response capacity options:
  - 1. Limited (June through September);
  - 2. Extended Summer; or
  - 3. Annual (participation at anytime).

(Continued)

# **SCHEDULE DG-CM**

## **(EXPERIMENTAL)**

**(Continued)**

### **MUNICIPAL AND COUNTY**

### **DISTRIBUTED GENERATION**

#### III. Load Curtailment – Capacity (Continued)

- C. The Customer and DOMCSP will agree mutually to the Customer's minimum offer price to participate in the RPM auction, as well as which specific auctions in which the Customer will participate.
- D. Load curtailment (i.e., the MW credit and payments) shall be contingent upon the Customer's meeting PJM requirements and qualifications for capacity – including, but not limited to, metering, measurement and verification, start-up notice, settlement, and testing.
- E. The Customer's capacity payment will be based on the PJM Base Residual Auction (three-year auction) or the PJM Incremental Auction (during the three-year period prior to the start of the "Delivery Year," which runs from (June 1 – May 31), depending upon in which auction the Customer's generator clears for a particular Delivery Year.
- F. The Customer and the Company will share the capacity payment in a two-way split. The percentages shall be 75 percent for the Customer and 25 percent for the Company.
- G. The Customer agrees to pay liquidated damages to the Company if a cleared generator is not available for service for the Delivery Year corresponding to the capacity obligation, as capacity markets are forward market commitments. Liquidated damages shall consist of the greater of (1) the Company's direct cost of purchasing replacement capacity equivalent to the amount of the Customer's generator that is unavailable for service or (2) the PJM deficiency charge applicable to the Customer's cleared generator that is unavailable for service.

#### IV. Load Curtailment – Energy

- A. The Customer's load curtailment will be bid into PJM's energy market in accordance with capacity and energy market rules for either Emergency or Pre-Emergency Demand Response, as applicable, and may be structured, within those rules, to limit the operating time of the Customer's generation.

(Continued)

# **SCHEDULE DG-CM**

## **(EXPERIMENTAL)**

**(Continued)**

### **MUNICIPAL AND COUNTY**

### **DISTRIBUTED GENERATION**

#### **IV. Load Curtailment – Energy (Continued)**

- B. The Company and the Customer shall agree mutually to the Customer's preferred bid price. The Customer shall be allowed to change its preferred bid price once every six months. However, should significant shifts in PJM markets occur or should the maximum operation of the Customer's air permit become imminent, such that the Customer's preferred bid price becomes too low or frequently eligible for participation in PJM energy market events, the Company and the Customer will endeavor to agree mutually – outside of the six-month window – to a new preferred bid price for the Customer.
- C. The Customer shall agree to provide the Company and PowerSecure the necessary energy cost data for energy market offers including, but not limited to, fuel type, heat rate, variable operation and maintenance, for two purposes: (a) to be used in determining the net energy market settlement and (b) to provide guidance on energy market participation (only for PJM emergency demand response calls or otherwise).
- D. Any net revenue (total revenue from the load curtailment minus any PJM ancillary fees) that is equal to or less than the Customer's energy cost shall be the responsibility of the Customer.
- E. Any net revenue (total revenue from the load curtailment minus any PJM ancillary fees) that is greater than the Customer's energy cost shall be divided in a three-way split between the Company, the Customer, and PowerSecure.

#### **V. Customer Responsibilities**

- A. With assistance from PowerSecure, the Customer shall be responsible for qualifying the generator for use in load curtailments and shall not be exempt from other requirements. Such qualifications may include, but are not limited to the following: environmental permits; metering requirements; interconnection requirements, and PJM market requirements.
- B. The Customer shall provide correct and current direct contact information to the Company and to PowerSecure, both individually and collectively.

**(Continued)**

**SCHEDULE DG-CM  
(EXPERIMENTAL)**

**(Continued)**

**MUNICIPAL AND COUNTY**

**DISTRIBUTED GENERATION PILOT PROGRAM**

- V. Customer Responsibilities (Continued)
  - C. The Customer shall be responsible for paying all costs in accordance with the mutual agreement made between the Customer and PowerSecure.
  - D. The Customer shall be responsible for performance and payment of any performance penalties incurred in the Company's DG Pilot Program based on commitment of the Customer's assets into PJM markets, regardless of whether or not the Customer discontinues participation in the Company's DG Pilot Program.

**SCHEDULE RG-CM**  
**(EXPERIMENTAL)**

**MUNICIPAL AND COUNTY**

**RENEWABLE ENERGY SUPPLY SERVICE**

**I. APPLICABILITY**

- A. This schedule is applicable to Electricity Supply Service and Electric Delivery Service, on a voluntary basis, to any account (Customer) for a municipality or county, or board, agency or authority thereof which (a) currently receives service in accordance with Schedule 130 or Schedule 134 ("The Principal Tariff") and (b) elects to displace some portion of The Principal Tariff energy supply with the supply of Renewable energy (as defined below). Such supply of Renewable energy will be purchased by the Company on behalf of the Customer in accordance with this schedule. The planned supply of Renewable energy under this schedule shall be at least 1,000 MWh per year and shall not exceed 24,000 MWh per year. This schedule is not applicable where the Customer elects to net meter in accordance with Section XIV of the Terms and Conditions of the Agreement, of which this schedule is a part.
- B. "Renewable energy" means electric energy (kWh) derived from sources as defined in Va. Code § 56-576. Such sources currently include sunlight, wind, falling water, biomass, sustainable or otherwise, (the definitions of which shall be liberally construed), energy from waste, landfill gas, municipal solid waste, wave motion, tides, and geothermal power. Renewable energy also does not include energy derived from coal, oil, natural gas, or nuclear power.

**II. AVAILABILITY**

This schedule is available only during the period of time that all of the following criteria are met:

- A. No more than 20 active Customers have elected service under this schedule; and
- B. In aggregate, there are no more than 50,000 MWh of planned supply under this schedule per year; and
- C. The effective date of the Customer's contract under this schedule is no later than June 30, 2017.

**III. MODIFIED BILLING UNDER THE PRINCIPAL TARIFF**

Billing under The Principal Tariff will reflect 100% of deliveries from the Company to the Customer except as follows:

(Continued)

**SCHEDULE RG-CM**  
**(EXPERIMENTAL)**  
**(Continued)**

**MUNICIPAL AND COUNTY**

**RENEWABLE ENERGY SUPPLY SERVICE**

**III. MODIFIED BILLING UNDER THE PRINCIPAL TARIFF (Continued)**

- A. For each 30-minute interval where the Customer's energy consumed exceeds the supply of Renewable energy purchased by the Company on behalf of the Customer, the Company will reduce the energy billed to the Customer under Paragraph II.C. of The Principal Tariff by the amount of Renewable energy supplied by the Company to the Customer under this schedule. Further, when Schedule 130 is The Principal Tariff, the Company will reduce the Electricity Supply (ES) kWh (blocked as first 24,000; next 186,000 (as may be extended), or additional), as applicable, billed to the Customer under Paragraph II.B.2. of The Principal Tariff by the energy (blocked as first 24,000; next 186,000 (as may be extended), or additional) supplied by the Company to the Customer under this schedule. However, when Schedule 134 is The Principal Tariff, the Company will reduce the On-peak or Off-peak (as applicable) ES kWh billed to the Customer under Paragraph II.B.2. of The Principal Tariff by the On-peak or Off-peak energy supplied by the Company to the Customer under this schedule.
  
- B. For each 30-minute interval where the supply of Renewable energy purchased by the Company on behalf of the Customer exceeds the energy consumed by the Customer, the Company will reduce to zero the energy billed to the Customer under Paragraph II.C. of The Principal Tariff. Further, when Schedule 130 is the Principal Tariff, the Company will reduce to zero the ES kWh (blocked as first 24,000; next 186,000 (as may be extended), or additional) billed to the Customer under Paragraph II.B.2 of the Principal Tariff. When Schedule 134 is the Principal Tariff, the Company will reduce to zero the On-peak or Off-peak (as applicable) ES kWh billed to the Customer under Paragraph II.B.2. of The Principal Tariff.

**IV. MONTHLY RATE**

- A. Distribution Service Charges  
Each kilowatt-hour used is subject to all applicable riders.
  
- B. Electricity Supply (ES) Service Charges
  - 1. Administrative Charge of \$500 per billing month.

(Continued)

**SCHEDULE RG-CM**  
**(EXPERIMENTAL)**  
**(Continued)**

**MUNICIPAL AND COUNTY**  
**RENEWABLE ENERGY SUPPLY SERVICE**

IV. MONTHLY RATE (Continued)

2. Plus the Company's actual cost of purchasing the Renewable energy on behalf of the Customer (or an allocated share of such cost if multiple Customers are supplied from the same resource). The details regarding the actual cost will be specified in a written contract between the Company and the Customer. For any 30-minute interval where the Renewable energy purchased by the Company on behalf of the Customer exceeds the energy delivered to the Customer for that same 30-minute period, the Customer shall be obligated to pay for such excess. However, the Company will credit the Customer for such excess based on the Company's estimate of its avoided energy cost.
3. Plus each Electricity Supply kilowatt-hour used is subject to all applicable riders, except fuel-related riders (*e.g.*, Fuel Charge Rider A).

V. PAYMENTS

Bills are due and payable from the billing date as provided in Section VIII of the Terms and Conditions of the Agreement or the equivalent provision in any subsequent agreement, of which this schedule is a part.

VI. TERM OF CONTRACT

The Company and Customer shall execute a contract ("RG-CM Agreement") detailing requirements associated with the Company's supply of Renewable energy to be delivered under this schedule. The term of contract under this schedule shall coincide with the term of the RG-CM Agreement. However, should the Customer's load change such that The Principal Tariff no longer applies to the Customer, service under this schedule shall terminate upon final billing under The Principal Tariff, subject to the provisions of the RG-CM Agreement.



# **SCHEDULE SGCM**

## **MUNICIPAL AND COUNTY**

### **STANDBY GENERATOR**

#### **I. APPLICABILITY AND AVAILABILITY**

This schedule is applicable on a voluntary basis to any account (Customer) who: (1) purchases Electric Service in accordance with any applicable rate schedule for miscellaneous light and power; all-electric buildings and dual fuel systems; and water pumping, sewage pumping, and sewage disposal service, (2) has standby generation capacity of 100 kW or greater which is not normally operated in parallel with the Company, and (3) the standby generation electrically is connected to only one companion account. Under this schedule the Customer agrees to transfer load normally served by the Company to his standby generation upon Company request. Standby generation is defined as generation installed by the Customer to supply electricity during those times when service is not available from the Company. Revisions to this schedule may be made in accordance with the provisions in the Agreement of which this schedule is a part.

This schedule is available only to any Customer who does not participate, either directly or indirectly through a third-party curtailment service provider, in any PJM Interconnection, LLC Demand Response Program, or in any Company-sponsored peak-shaving demand response program.

#### **II. NOTIFICATION, GENERATION PROVISIONS, AND MONTHLY BILLING TO THE CUSTOMER**

- A. Company-owned facilities will be required to meter the output of the Customer's generator. Billing to the Customer shall include a monthly charge of \$95 to cover costs associated with metering facilities, meter reading and processing, communication, and administration.
- B. Operation may be requested by the Company only from May 16 through September 30 (Summer) and from December 1 through March 31 (Winter). During the Summer, the potential operation period is from 2 p.m. to 9 p.m. During the Winter, the potential operation period is from 6 a.m. to 11 a.m., or from 5 p.m. to 10 p.m. For each calendar year, the total number of operation requests shall be limited to 13 during the Winter and 19 during the Summer. If, during the Winter, operation is requested during both potential curtailment periods of a single day, these will be counted as two of the 13 total curtailments allowed.
- C. When notification of requested operation is provided at a time other than during a potential operation period, the Customer shall begin operation within two hours, or at the beginning of the next potential operation period, whichever occurs later. When notification of requested operation is provided by the Company during a potential operation period, the Customer shall begin operation within two hours of receiving notification. The Customer shall continue operation until notification by the Company, or until the end of the potential operation period, whichever occurs first.

(Continued)

# **SCHEDULE SGCM**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **STANDBY GENERATOR**

#### **II. NOTIFICATION, GENERATION PROVISIONS, AND MONTHLY BILLING TO THE CUSTOMER (Continued)**

D. Primary notification shall be through telecommunication equipment provided by the Company. The Customer shall arrange for telephone service, at the Customer's expense, dedicated solely to such equipment. A secondary notification procedure shall be established which is mutually agreeable to the Customer and the Company.

#### **III. DETERMINATION OF PAYMENT TO CUSTOMER**

- A. For each season the Customer shall contract for the amount of load the standby generation will maintain upon Company requested operation. This amount shall be based on the kW output of the Customer's standby generator, and shall be referred to as the capacity level (CL). Summer CL need not equal Winter CL. Both shall be mutually agreeable to the Customer and the Company, but no greater than the load connected to the Customer's generation.
- B. Payment to the Customer may be made in the form of a deduction from billing to the Customer. During billing months where operation of standby generation is not requested by the Company, the customer shall be paid based on the applicable contracted CL. For all other billing months the Customer shall be paid based on the Average Capacity Generated during Company requests. Average Capacity Generated is defined as the total energy generated during period(s) of Company requested operation during the current billing month, divided by the hours of requested operation during the current billing month. For the billing months of November through April, the Customer shall be paid \$1.278 per kW. For the billing months of May through October, the Customer shall be paid \$2.556 per kW.
- C. When the Average Capacity Generated for any billing month is less than the applicable contracted CL, the applicable contracted CL shall be reduced to the Average Capacity Generated. In the event that contract Summer CL is reduced prior to September 30, the Customer shall reimburse the Company for overpayments during prior billing months where operation was not requested, beginning with the most recent May billing month. In the event that contract Winter CL is reduced prior to March 31, the Customer shall reimburse the Company for overpayments during prior billing months where operation was not requested, beginning with the most recent November billing month. Contract Summer CL may be increased by mutual agreement subsequent to the October billing month but prior to the May billing month. Contract Winter CL may be increased by mutual agreement subsequent to the April billing month but prior to the November billing month.

(Continued)

# **SCHEDULE SGCM**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **STANDBY GENERATOR**

#### **IV. METERING AND FACILITY INSPECTION**

All facilities necessary to meter the Customer's standby generation shall be installed and maintained according to Company specifications. All electrical facilities on the line side of the metering installation shall be subject to inspection by the Company's authorized representative at all reasonable times.

#### **V. METER READING, BILLING, AND PAYMENT**

Meters may be read monthly. Billing and payment will be made concurrent with billing under the applicable rate schedule for the purchase of Electric Service.

#### **VI. TERM OF CONTRACT**

The term of contract under this schedule shall be such as may be mutually agreed upon, but for not less than one year.

# **SCHEDULE SGCM-1**

## **MUNICIPAL AND COUNTY**

### **STANDBY GENERATOR**

#### **I. APPLICABILITY AND AVAILABILITY**

- A. This schedule is applicable only to any account (Customer) receiving service under Schedule SGCM as of July 30, 1997.
- B. Furthermore, applicability is limited to any Customer who: (1) purchases Electric Service in accordance with any applicable rate schedule for miscellaneous light and power; all-electric buildings and dual fuel systems; and water pumping, sewage pumping, and sewage disposal service, (2) has standby generation capacity of 100 kW or greater which is not normally operated in parallel with the Company, and (3) has the standby generation electrically connected to only one companion account. Under this schedule the Customer agrees to transfer load normally served by the Company to his standby generation upon Company request. Standby generation is defined as generation installed by the Customer to supply electricity during those times when Electric Service is not available from the Company. Revisions to this schedule may be made in accordance with the provisions in the Agreement of which this Schedule is a part.
- C. This schedule is available only to any Customer who does not participate, either directly or indirectly through a third-party curtailment service provider, in any PJM Interconnection, LLC Demand Response Program, or in any Company-sponsored peak-shaving demand response program.

#### **II. NOTIFICATION, GENERATION PROVISIONS, AND MONTHLY BILLING TO THE CUSTOMER**

- A. Company-owned facilities will be required to meter the output of the Customer's generator. Billing to the Customer shall include a monthly charge of \$95 to cover costs associated with metering facilities, meter reading and processing, communication, and administration.
- B. Operation may be requested by the Company only from May 16 through September 30 (Summer) and from December 1 through March 31 (Winter). During the Summer, the potential operation period is from 2 p.m. to 9 p.m. During the Winter, the potential operation period is from 6 a.m. to 11 a.m., or from 5 p.m. to 10 p.m. For each calendar year, the total number of operation requests shall be limited to 13 during the Winter and 19 during the Summer. If, during the Winter, operation is requested during both potential curtailment periods of a single day, these will be counted as two of the 13 total curtailments allowed.

(Continued)

# **SCHEDULE SGCM-1**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **STANDBY GENERATOR**

#### **II. NOTIFICATION, GENERATION PROVISIONS, AND MONTHLY BILLING TO THE CUSTOMER (Continued)**

- C. When notification of requested operation is provided at a time other than during a potential operation period, the Customer shall begin operation within two hours, or at the beginning of the next potential operation period, whichever occurs later. When notification of requested operation is provided by the Company during a potential operation period, the Customer shall begin operation within two hours of receiving notification. The Customer shall continue operation until notification by the Company, or until the end of the potential operation period, whichever occurs first.
- D. Primary notification shall be through telecommunication equipment provided by the Company. The Customer shall arrange for telephone service, at the Customer's expense, dedicated solely to such equipment. A secondary notification procedure shall be established which is mutually agreeable to the Customer and the Company.

#### **III. DETERMINATION OF PAYMENT TO CUSTOMER**

- A. For each season the Customer shall contract for the amount of load the standby generation will maintain upon Company requested operation. This amount shall be based on the kW output of the Customer's standby generator, and shall be referred to as the capacity level (CL). Summer CL need not equal Winter CL. Both shall be mutually agreeable to the Customer and the Company, but no greater than the Customer's respective Summer and Winter Existing Capacity. Summer and Winter Existing Capacity is defined as the Customer's Summer and Winter CL, respectively, that was in effect under Schedule SGCM in the 1997 Summer season and the 1996/1997 Winter season.
- B. Payment to the Customer may be made in the form of a deduction from billing to the Customer. During billing months where operation of standby generation is not requested by the Company, the Customer shall be paid based on the applicable contracted CL. For all other billing months the Customer shall be paid based on the Average Capacity Generated during Company requests, but in no case greater than the respective season's CL. Average Capacity Generated is defined as the total energy generated during period(s) of Company requested operation during the current billing month, divided by the hours of requested operation during the current billing month. For the billing months of November through April, the Customer shall be paid \$4.50 per kW. For the billing months of May through October, the Customer shall be paid \$8.00 per kW.

(Continued)

# **SCHEDULE SGCM-1**

**(Continued)**

## **MUNICIPAL AND COUNTY**

### **STANDBY GENERATOR**

#### III. DETERMINATION OF PAYMENT TO CUSTOMER (Continued)

C. When the Average Capacity Generated for any billing month is less than the applicable contracted CL, the applicable contracted CL shall be reduced to the Average Capacity Generated. In the event that contract Summer CL is reduced prior to September 30, the Customer shall reimburse the Company for overpayments during prior billing months where operation was not requested, beginning with the most recent May billing month. In the event that contract Winter CL is reduced prior to March 31, the Customer shall reimburse the Company for overpayments during prior billing months where operation was not requested, beginning with the most recent November billing month.

#### IV. METERING AND FACILITY INSPECTION

All facilities necessary to meter the Customer's standby generation shall be installed and maintained according to Company specifications. All electrical facilities on the line side of the metering installation shall be subject to inspection by the Company's authorized representative at all reasonable times.

#### V. METER READING, BILLING, AND PAYMENT

Meters may be read monthly. Billing and payment will be made concurrent with billing under the applicable rate schedule for the purchase of Electric Service.

#### VI. TERM OF CONTRACT

The term of contract under this schedule shall be such as may be mutually agreed upon, but for not less than one year.

# **SCHEDULE A**

## **MUNICIPAL AND COUNTY**

### **TEMPORARY SERVICE CHARGE**

Upon request of the Customer, temporary service shall be supplied under the following conditions:

- A. Advance payment to the Company will not be required prior to connection of the service. A Temporary Service Charge which, except as modified by Paragraphs B. and C., shall be the estimated net cost (including all applicable overhead costs) of installing and removing the service facilities furnished by the Company both on and off the Customer's premises, but in no case shall such charge be less than \$23.95.
- B. Temporary service shall be furnished at a future permanent service location in accordance with the following:
  - 1. The charge for temporary service shall be the total of the items listed below:
    - a. The Temporary Service Charge shall be the net cost (including all applicable overhead costs) that is in excess of the cost of furnishing permanent service;
    - b. When primary lines and/or transformers are to be installed for supplying temporary service and the Temporary Service Charge does not include the cost of removing all such primary lines and/or transformers, the Customer shall pay the line extension charges (if any) for permanent service at that location.
  - 2. Permanent underground and pad mounted facilities which operate at more than 600 volts normally shall not be installed to provide temporary service;
  - 3. All provisions of this Agreement for the extension of permanent service facilities shall also apply to the permanent portion of any extension made in accordance with this Paragraph B.
- C. When the construction necessary to install the required service is a service drop (single-phase, 3-wire, overhead) or underground service from an existing secondary, or from an existing padmounted transformer, the Customer may elect to pay, in lieu of the charges described in Paragraph A. or B., the currently effective flat charge as approved by the State Corporation Commission of Virginia, provided that the temporary service meets the required specifications. However, if the Customer requests the Company to prepare an estimate under either Paragraph A. or B., above, then the flat charge under this Paragraph C. will not be applicable.

# **SCHEDULE B**

## **MUNICIPAL AND COUNTY**

### **EXCESS FACILITIES SERVICE RATE**

When the Customer is provided excess of normal facilities in accordance with Section III of the Terms and Conditions of the Agreement of which this schedule is a part, the Customer will pay a facilities charge as follows:

- A. The Customer agrees to pay the Company a Monthly Facilities Charge in addition to all other charges for Electric Service in accordance with the applicable rate schedule. The Monthly Facilities Charge will equal (i) 1.46% of the estimated new installed cost of all excess distribution and substation facilities provided by the Company, plus (ii) 1.26% of the estimated new installed cost of all excess transmission facilities provided by the Company to provide Electric Service to the Customer at one Delivery Point.
  
- B. In lieu of the charge specified in Paragraph A. above, the Customer agrees to pay the Company, (i) a One-time Facilities Charge equal to the estimated new installed cost of all excess distribution and substation facilities provided by the Company plus (ii) a Monthly Facilities Charge equal to 0.54% of the estimated new installed cost of all excess distribution and substation facilities provided by the Company, plus (iii) a One-time Facilities Charge equal to the estimated new installed cost of all excess transmission facilities provided by the Company, plus (iv) a Monthly Facilities Charge equal to 0.36% of the estimated new installed cost of all excess transmission facilities provided by the Company to provide Electric Service to the Customer at one Delivery Point. The applicable Monthly Facilities Charge from (ii) and/or (iv), above in this Paragraph B. shall be in addition to the charge for Electric Service in accordance with the applicable rate schedule.. The applicable One-time Facilities Charge from (i) and/or (iii), above, in this Paragraph B. shall be multiplied by the Tax Effect Recovery Factor specified in Schedule C - Miscellaneous and Standby Charges.
  
- C. The percentages used to determine the Monthly Facilities Charge, as described in Paragraphs A. and B., above, shall be updated to the same level and on the same date as the Virginia Jurisdictional percentages are updated in Section IV of the Company's Virginia Jurisdictional Terms and Conditions.



# SCHEDULE C

## MUNICIPAL AND COUNTY

### MISCELLANEOUS AND STANDBY CHARGES

1. Connection Charge

A Service Connection Charge of \$25.31 per service shall apply for each new or additional service initiated.

2. Minimum Temporary Service Charge

The charge for the initiation of temporary service shall not be less than \$23.95 per instance.

3. Tax Effect Recovery Factor (TERF)

A Tax Effect Recovery Factor of 1.29 shall be applied to monies collected and classified as contributions in aid of construction. This factor is subject to change concurrent with any change authorized by the State Corporation Commission of Virginia for other retail customers in Virginia. Additionally, TERF charges shall no longer apply to the extent revised law eliminates contributions in aid of construction as a component of the Company's taxable income.

4. Minimum Charge for Parallel or Standby Service

Where parallel or standby service is supplied under Schedule 130 or 131, the charges shall be as provided therein. Where such service is supplied under another rate schedule, a demand meter shall be installed and the monthly charge for parallel or standby operation service shall be the sum of a., and b. below:

a. The greater of:

(1) Contract demand per kW (as determined @ \$3.01  
in Section XIII of Agreement of which  
this schedule is a part)

or

(2) Monthly Minimum Charge per Electricity Supply kWh @ 2.803¢

plus the amount determined below, but not less than zero

b. (Total Distribution and Electricity Supply kWh Charge for the Billing Period as Determined Under the Applicable Rate Schedule) –  
(Electricity Supply kWh for the Billing Period X Rate per kWh Listed in 4a.2. Above) +  
(Electricity Supply kWh for the Billing Period X Fuel Charge Rider A)

5. Alternate Service Meter Minimum Charge

For alternate service locations billed in accordance with III.C.1. through III.C.5. of the Terms and Conditions of the Agreement of which this schedule is a part, the minimum amount billed for the electricity at the alternate service meter shall be \$23.62.

# SCHEDULE D

## MUNICIPAL AND COUNTY

### MERCURY VAPOR LUMINAIRE CONVERSION CHARGES

#### I. APPLICABILITY

This schedule is applicable to the conversion of existing in-service mercury vapor lamped luminaires, to luminaires with an alternative standard lamp type where the replacement luminaires are placed on the same poles or posts as the retired luminaires.

For an existing mercury vapor luminaire, which is non-functional due to a failure of the luminaire's housing, ballast, or electrical components other than a lamp or photo-control ("non-functional luminaire"), the Company will replace, at no charge to the Customer, such non-functional luminaire with a comparable high pressure sodium luminaire and lamp of similar lumen output and photometric distribution characteristics using the same existing support of the retired luminaire.

For luminaires that are in close proximity to the nonfunctional luminaire, when requested by the Customer, the Company will coordinate with the Customer any conversion that involves replacing otherwise functional existing mercury vapor lighting equipment so that the Customer can inform the public in advance of such conversion.

The Customer charge for conversion of any otherwise functional existing mercury vapor lighting equipment, regardless of its proximity to other lighting equipment, and provided that the replacement luminaire is placed on the same pole or post as the retired luminaire, will be calculated pursuant to Section II of this schedule. In no case shall the Customer charge be less than zero.

#### II. CUSTOMER CHARGE

For an otherwise functional existing in-service mercury vapor luminaire, for which the Customer requests conversion to a comparable high pressure sodium luminaire that will be billed under Rate Schedule 150 as a Type 1 luminaire, and which uses the same existing support as the retired luminaire, the Customer charge shall be a flat rate of \$149.00 per luminaire.

For other requests where the Customer wishes to convert an otherwise functional existing in-service mercury vapor luminaire, to an alternative style standard luminaire, an alternative standard lamp type, or an alternative standard lamp size, and where the replacement luminaire is placed on the same pole or post as the retired luminaire, the Customer charge shall be the total estimated project cost less a \$149.00 conversion credit per luminaire converted. If, however, the Excess of Four Years' Revenue (excluding fuel revenue pursuant to Section [XII] of the Terms and Conditions of which this schedule is a part) exceeds the specified credit amount, then the total credit allowed will be the amount of such Excess of Four Years' Revenue.

#### III. TAX EFFECT RECOVERY FACTOR ("TERF")

TERF shall not be applied to conversion charges as described under Paragraph XII.H. of the Terms and Conditions of the Agreement of which this schedule is a part.

**SCHEDULE E**  
**MUNICIPAL AND COUNTY**  
**STREET LIGHTING PATROL SERVICE**

Upon request by the Customer, the Company will furnish to Customer a patrolling service of one or more units consisting of a motor vehicle and operator (who shall be an employee of Company) to patrol the streets, roadways, alleys and other accessible public areas within the Customer's jurisdictional limits, as designated by Customer, and report street lights furnished by Company which are not in proper operating condition. The charge for such service shall be at the rate of \$120.55 per hour for each patrolling unit furnished. Such service shall be for such hours and days of the week as agreed upon by the Company and Customer. In the event such patrolling service is furnished, hereunder, each patrol shall give prompt notice of all such lights not properly operating to Company and to Customer (with reasonable identification thereof) and such notice shall satisfy all notice requirements in Paragraph IV.B. of Schedules 150,151, SMH, and SSL of the Agreement of which this schedule is a part. Such patrol rate is subject to adjustment for increased costs by the Company at the beginning of each succeeding year of this Agreement.

# SCHEDULE SP

## MUNICIPAL AND COUNTY SPECIAL PROVISIONS

This schedule sets forth special provisions applicable to certain services supplied to the account (Customer).

The special provisions of this paragraph apply to service locations which have either (1) service where the Customer owns the transformer with service provided at Company's primary distribution voltage level or (2) a service used *solely* to provide metered service to Customer-owned street lights.

The following provision shall be applicable to rates and charges for Electric Service purchased at such service locations from the Company:

- A. For those services where the Customer owns the transformer(s) with service delivered at the Company's primary distribution voltage normally found in the area:
  - 1. When the service is billed on the appropriate flat miscellaneous light and power rate schedules (Schedules 100, 110 and 120), only the per kilowatthour charges of (a) the rate schedule and (b) all applicable riders shall be discounted by five percent (5%).
  - 2. When the service is billed on demand schedules (Schedules 130 and 131 ), only the per kilowatthour charges of (a) the rate schedule and (b) all applicable riders shall be discounted by two percent (2%).
- B. For those services furnished where the service is used solely to supply a metered service to Customer-owned street lights (i.e., distribution plus entire lighting system) the rate to be charged will be the appropriate pumping rate less a 1/2¢ reduction in the Electricity Supply Energy Off-peak kWh rate for each Electricity Supply kWh metered off-peak. Each applicable kWh used is subject to all applicable riders. The 1/2¢ reduction, referenced above, shall not apply to the rate included in any applicable rider.
- C. The minimum charge shall be such as may be contracted for pursuant to Section VI of the Terms and Conditions of the Agreement of which this schedule is a part. In no case shall the minimum charge be less than the Basic Customer Charge, as stated in the appropriate rate schedule.

# **ATTACHMENT B**

**Riders**

**Effective July 1, 2017**

Including Revised Rider G-CM  
(effective 10/2016)

## LIST OF RIDERS

| <i>Rider</i> | <i>Title</i>                               | <i>Effective Date</i> |
|--------------|--|-----------------------|
| A            | Fuel Charge                                | 7/1/2017              |
| B-CM         | Biomass Conversions                        | 7/1/2017              |
| BW-CM        | Brunswick County Power Station             | 7/1/2017              |
| GV-CM        | Greensville Power Station                  | 7/1/2017              |
| R-CM         | Bear Garden Generating Station             | 7/1/2017              |
| S-CM         | Virginia City Hybrid Energy Center         | 7/1/2017              |
| T-CM         | Transmission                               | 7/1/2017              |
| U-Phase 1-CM | Strategic Underground Program – Phase 1    | 7/1/2017              |
| U-Phase 2-CM | Strategic Underground Program – Phase 2    | 7/1/2017              |
| US-2-CM      | 2016 Solar Projects                        | 7/1/2017              |
| W-CM         | Warren County Power Station                | 7/1/2017              |
| G-CM         | Renewable Energy Program (REC purchases)   | 10/1/2016             |
| K            | Electric Cooking in Educational Facilities | 8/1/2014              |
| L            | Geothermal Heating and Air Conditioning    | 8/1/2014              |

# **FUEL CHARGE RIDER A**

## **MUNICIPAL AND COUNTY**

The charge for service under Rate Schedules 100, 102, 110, 120, 130, 131, 132, 133, 134, 150, 151, 154, SMH, and SSL shall be increased by 2.453 cents per kilowatthour.

# RIDER B-CM

## MUNICIPAL AND COUNTY

### BIOMASS CONVERSIONS

The following Rate Schedules shall be increased by the applicable cents per kilowatt-hour and/or dollars per kilowatt charge.

| Rate Schedule                               | Cents per kWh Charge <sup>1</sup> | \$ per kW Charge        |
|---|-----------------------------------|-------------------------|
| <b><u>Miscellaneous Light and Power</u></b> |                                   |                         |
| 100   | 0.037¢/kWh                        |                         |
| 110   | 0.037¢/kWh                        |                         |
| 120   | 0.037¢/kWh                        |                         |
| 130   |                                   | \$0.113/kW <sup>2</sup> |
| 131   |                                   | \$0.113/kW <sup>2</sup> |
| 132   | 0.036¢/kWh                        |                         |
| 133   | 0.036¢/kWh                        |                         |
| 134   |                                   | \$0.113/kW <sup>3</sup> |
| <b><u>Traffic</u></b>                       |                                   |                         |
| 102   | 0.037¢/kWh                        |                         |
| <b><u>Street Lighting</u></b>               |                                   |                         |
| 150   | 0.037¢/kWh                        |                         |
| 151   | 0.037¢/kWh                        |                         |
| 154   | 0.037¢/kWh                        |                         |
| SMH   | 0.037¢/kWh                        |                         |
| SSL   | 0.037¢/kWh                        |                         |

<sup>1</sup>Applied to all Electricity Supply kWh billed under this Rate Schedule

<sup>2</sup>Applied to kW of Electricity Supply Demand

<sup>3</sup>Applied to On-peak Electricity Supply Demand



# RIDER BW-CM

## MUNICIPAL AND COUNTY

### BRUNSWICK COUNTY POWER STATION

The following Rate Schedules shall be increased by the applicable cents per kilowatt-hour and/or dollars per kilowatt charge.

| Rate Schedule                               | Cents per kWh Charge <sup>1</sup> | \$ per kW Charge        |
|---|-----------------------------------|-------------------------|
| <b><u>Miscellaneous Light and Power</u></b> |                                   |                         |
| 100   | 0.169¢/kWh                        |                         |
| 110   | 0.169¢/kWh                        |                         |
| 120   | 0.169¢/kWh                        |                         |
| 130   |                                   | \$0.503/kW <sup>2</sup> |
| 131   |                                   | \$0.503/kW <sup>2</sup> |
| 132   | 0.157¢/kWh                        |                         |
| 133   | 0.157¢/kWh                        |                         |
| 134   |                                   | \$0.503/kW <sup>3</sup> |
| <b><u>Traffic</u></b>                       |                                   |                         |
| 102   | 0.169¢/kWh                        |                         |
| <b><u>Street Lighting</u></b>               |                                   |                         |
| 150   | 0.169¢/kWh                        |                         |
| 151   | 0.169¢/kWh                        |                         |
| 154   | 0.169¢/kWh                        |                         |
| SMH   | 0.169¢/kWh                        |                         |
| SSL   | 0.169¢/kWh                        |                         |

<sup>1</sup>Applied to all Electricity Supply kWh billed under this Rate Schedule

<sup>2</sup>Applied to kW of Electricity Supply Demand

<sup>3</sup>Applied to On-peak Electricity Supply Demand

# RIDER GV-CM

## MUNICIPAL AND COUNTY

### GREENSVILLE POWER STATION

The following Rate Schedules shall be increased by the applicable cents per kilowatt-hour and/or dollars per kilowatt charge.

| Rate Schedule                               | Cents per kWh Charge <sup>1</sup> | \$ per kW Charge        |
|---|-----------------------------------|-------------------------|
| <b><u>Miscellaneous Light and Power</u></b> |                                   |                         |
| 100   | 0.133¢/kWh                        |                         |
| 110   | 0.133¢/kWh                        |                         |
| 120   | 0.133¢/kWh                        |                         |
| 130   |                                   | \$0.398/kW <sup>2</sup> |
| 131   |                                   | \$0.398/kW <sup>2</sup> |
| 132   | 0.124¢/kWh                        |                         |
| 133   | 0.124¢/kWh                        |                         |
| 134   |                                   | \$0.398/kW <sup>3</sup> |
| <b><u>Traffic</u></b>                       |                                   |                         |
| 102   | 0.133¢/kWh                        |                         |
| <b><u>Street Lighting</u></b>               |                                   |                         |
| 150   | 0.133¢/kWh                        |                         |
| 151   | 0.133¢/kWh                        |                         |
| 154   | 0.133¢/kWh                        |                         |
| SMH   | 0.133¢/kWh                        |                         |
| SSL   | 0.133¢/kWh                        |                         |

<sup>1</sup>Applied to all Electricity Supply kWh billed under this Rate Schedule

<sup>2</sup>Applied to kW of Electricity Supply Demand

<sup>3</sup>Applied to On-peak Electricity Supply Demand

# RIDER R-CM

## MUNICIPAL AND COUNTY

### BEAR GARDEN GENERATING STATION

The following Rate Schedules shall be increased by the applicable cents per kilowatt-hour and/or dollars per kilowatt charge.

| Rate Schedule                               | Cents per kWh Charge <sup>1</sup> | \$ per kW Charge        |
|---|-----------------------------------|-------------------------|
| <b><u>Miscellaneous Light and Power</u></b> |                                   |                         |
| 100   | 0.106¢/kWh                        |                         |
| 110   | 0.106¢/kWh                        |                         |
| 120   | 0.106¢/kWh                        |                         |
| 130   |                                   | \$0.317/kW <sup>2</sup> |
| 131   |                                   | \$0.317/kW <sup>2</sup> |
| 132   | 0.098¢/kWh                        |                         |
| 133   | 0.098¢/kWh                        |                         |
| 134   |                                   | \$0.317/kW <sup>3</sup> |
| <b><u>Traffic</u></b>                       |                                   |                         |
| 102   | 0.106¢/kWh                        |                         |
| <b><u>Street Lighting</u></b>               |                                   |                         |
| 150   | 0.106¢/kWh                        |                         |
| 151   | 0.106¢/kWh                        |                         |
| 154   | 0.106¢/kWh                        |                         |
| SMH   | 0.106¢/kWh                        |                         |
| SSL   | 0.106¢/kWh                        |                         |

<sup>1</sup>Applied to all Electricity Supply kWh billed under this Rate Schedule

<sup>2</sup>Applied to kW of Electricity Supply Demand

<sup>3</sup>Applied to On-peak Electricity Supply Demand

# RIDER S-CM

## MUNICIPAL AND COUNTY

### VIRGINIA CITY HYBRID ENERGY CENTER

The following Rate Schedules shall be increased by the applicable cents per kilowatt-hour and/or dollars per kilowatt charge.

| Rate Schedule                               | Cents per kWh Charge <sup>1</sup> | \$ per kW Charge        |
|---|-----------------------------------|-------------------------|
| <b><u>Miscellaneous Light and Power</u></b> |                                   |                         |
| 100   | 0.355¢/kWh                        |                         |
| 110   | 0.355¢/kWh                        |                         |
| 120   | 0.355¢/kWh                        |                         |
| 130   |                                   | \$1.058/kW <sup>2</sup> |
| 131   |                                   | \$1.058/kW <sup>2</sup> |
| 132   | 0.329¢/kWh                        |                         |
| 133   | 0.329¢/kWh                        |                         |
| 134   |                                   | \$1.058/kW <sup>3</sup> |
| <b><u>Traffic</u></b>                       |                                   |                         |
| 102   | 0.355¢/kWh                        |                         |
| <b><u>Street Lighting</u></b>               |                                   |                         |
| 150   | 0.355¢/kWh                        |                         |
| 151   | 0.355¢/kWh                        |                         |
| 154   | 0.355¢/kWh                        |                         |
| SMH   | 0.355¢/kWh                        |                         |
| SSL   | 0.355¢/kWh                        |                         |

<sup>1</sup>Applied to all Electricity Supply kWh billed under this Rate Schedule

<sup>2</sup>Applied to kW of Electricity Supply Demand

<sup>3</sup>Applied to On-peak Electricity Supply Demand

# RIDER T-CM

## MUNICIPAL AND COUNTY

### TRANSMISSION

The following Rate Schedules shall be increased by the applicable cents per kilowatt-hour and/or dollars per kilowatt charge.

| Rate Schedule                               | Cents per kWh Charge <sup>1</sup> | \$ per kW Charge        |
|---|-----------------------------------|-------------------------|
| <b><u>Miscellaneous Light and Power</u></b> |                                   |                         |
| 100   | 0.744¢/kWh                        |                         |
| 110   | 0.744¢/kWh                        |                         |
| 120   | 0.943¢/kWh                        |                         |
| 130   |                                   | \$2.231/kW <sup>2</sup> |
| 131   |                                   | \$2.231/kW <sup>2</sup> |
| 132   |                                   | \$2.231/kW <sup>3</sup> |
| 133   |                                   | \$2.231/kW <sup>3</sup> |
| 134   |                                   | \$2.231/kW <sup>4</sup> |
| <b><u>Traffic</u></b>                       |                                   |                         |
| 102   | 0.727¢/kWh                        |                         |
| <b><u>Street Lighting</u></b>               |                                   |                         |
| 150   | 0.603¢/kWh                        |                         |
| 151   | 0.603¢/kWh                        |                         |
| 154   | 0.603¢/kWh                        |                         |
| SMH   | 0.603¢/kWh                        |                         |
| SSL   | 0.603¢/kWh                        |                         |

<sup>1</sup>Applied to all Electricity Supply kWh billed under this Rate Schedule

<sup>2</sup>Applied to kW of Electricity Supply Demand

<sup>3</sup>Applied to kW of Electricity Supply Contract Demand

<sup>4</sup>Applied to On-peak Electricity Supply Demand

# RIDER U PHASE 1-CM

## MUNICIPAL AND COUNTY

### STRATEGIC UNDERGROUND PROGRAM – PHASE 1

The following Rate Schedules shall be increased by the applicable cents per kilowatt-hour and/or dollars per kilowatt charge.

| Rate Schedule                               | Cents per kWh Charge <sup>1</sup> | \$ per kW Charge        |
|---|-----------------------------------|-------------------------|
| <b><u>Miscellaneous Light and Power</u></b> |                                   |                         |
| 100   | 0.022¢/kWh                        |                         |
| 110   | 0.022¢/kWh                        |                         |
| 120   | 0.022¢/kWh                        |                         |
| 130   |                                   | \$0.066/kW <sup>2</sup> |
| 131   |                                   | \$0.066/kW <sup>2</sup> |
| 132   | 0.021¢/kWh                        |                         |
| 133   | 0.021¢/kWh                        |                         |
| 134   |                                   | \$0.066/kW <sup>3</sup> |
| <b><u>Traffic</u></b>                       |                                   |                         |
| 102   | 0.022¢/kWh                        |                         |
| <b><u>Street Lighting</u></b>               |                                   |                         |
| 150   | 0.022¢/kWh                        |                         |
| 151   | 0.022¢/kWh                        |                         |
| 154   | 0.022¢/kWh                        |                         |
| SMH   | 0.022¢/kWh                        |                         |
| SSL   | 0.022¢/kWh                        |                         |

<sup>1</sup>Applied as a Distribution Service Charge to all kWh billed under this Rate Schedule, pursuant to Paragraph II.C. for Rate Schedules 130, 131, and 134 or Paragraph III.C. for Rate Schedules 132 and 133

<sup>2</sup>Applied to kW of Distribution Demand

<sup>3</sup>Applied to Distribution Contract Demand

# RIDER U PHASE 2-CM

## MUNICIPAL AND COUNTY

### STRATEGIC UNDERGROUND PROGRAM – PHASE 2

The following Rate Schedules shall be increased by the applicable cents per kilowatt-hour and/or dollars per kilowatt charge.

| Rate Schedule                               | Cents per kWh Charge <sup>1</sup> | \$ per kW Charge        |
|---|-----------------------------------|-------------------------|
| <b><u>Miscellaneous Light and Power</u></b> |                                   |                         |
| 100   | 0.045¢/kWh                        |                         |
| 110   | 0.045¢/kWh                        |                         |
| 120   | 0.045¢/kWh                        |                         |
| 130   |                                   | \$0.134/kW <sup>2</sup> |
| 131   |                                   | \$0.134/kW <sup>2</sup> |
| 132   | 0.042¢/kWh                        |                         |
| 133   | 0.042¢/kWh                        |                         |
| 134   |                                   | \$0.134/kW <sup>3</sup> |
| <b><u>Traffic</u></b>                       |                                   |                         |
| 102   | 0.045¢/kWh                        |                         |
| <b><u>Street Lighting</u></b>               |                                   |                         |
| 150   | 0.045¢/kWh                        |                         |
| 151   | 0.045¢/kWh                        |                         |
| 154   | 0.045¢/kWh                        |                         |
| SMH   | 0.045¢/kWh                        |                         |
| SSL   | 0.045¢/kWh                        |                         |

<sup>1</sup>Applied as a Distribution Service Charge to all kWh billed under this Rate Schedule, pursuant to Paragraph II.C. for Rate Schedules 130, 131, and 134 or Paragraph III.C. for Rate Schedules 132 and 133

<sup>2</sup>Applied to kW of Distribution Demand

<sup>3</sup>Applied to Distribution Contract Demand

# RIDER US-2-CM

## MUNICIPAL AND COUNTY

### 2016 SOLAR PROJECTS

The following Rate Schedules shall be increased by the applicable cents per kilowatt-hour and/or dollars per kilowatt charge.

| Rate Schedule                               | Cents per kWh Charge <sup>1</sup> | \$ per kW Charge        |
|---|-----------------------------------|-------------------------|
| <b><u>Miscellaneous Light and Power</u></b> |                                   |                         |
| 100   | 0.016¢/kWh                        |                         |
| 110   | 0.016¢/kWh                        |                         |
| 120   | 0.016¢/kWh                        |                         |
| 130   |                                   | \$0.047/kW <sup>2</sup> |
| 131   |                                   | \$0.047/kW <sup>2</sup> |
| 132   | 0.015¢/kWh                        |                         |
| 133   | 0.015¢/kWh                        |                         |
| 134   |                                   | \$0.047/kW <sup>3</sup> |
| <b><u>Traffic</u></b>                       |                                   |                         |
| 102   | 0.016¢/kWh                        |                         |
| <b><u>Street Lighting</u></b>               |                                   |                         |
| 150   | 0.016¢/kWh                        |                         |
| 151   | 0.016¢/kWh                        |                         |
| 154   | 0.016¢/kWh                        |                         |
| SMH   | 0.016¢/kWh                        |                         |
| SSL   | 0.016¢/kWh                        |                         |

<sup>1</sup>Applied to all Electricity Supply kWh billed under this Rate Schedule

<sup>2</sup>Applied to kW of Electricity Supply Demand

<sup>3</sup>Applied to On-peak Electricity Supply Demand



# RIDER W-CM

## MUNICIPAL AND COUNTY

### WARREN COUNTY POWER STATION

The following Rate Schedules shall be increased by the applicable cents per kilowatt-hour and/or dollars per kilowatt charge.

| Rate Schedule                               | Cents per kWh Charge <sup>1</sup> | \$ per kW Charge        |
|---|-----------------------------------|-------------------------|
| <b><u>Miscellaneous Light and Power</u></b> |                                   |                         |
| 100   | 0.203¢/kWh                        |                         |
| 110   | 0.203¢/kWh                        |                         |
| 120   | 0.203¢/kWh                        |                         |
| 130   |                                   | \$0.603/kW <sup>2</sup> |
| 131   |                                   | \$0.603/kW <sup>2</sup> |
| 132   | 0.188¢/kWh                        |                         |
| 133   | 0.188¢/kWh                        |                         |
| 134   |                                   | \$0.603/kW <sup>3</sup> |
| <b><u>Traffic</u></b>                       |                                   |                         |
| 102   | 0.203¢/kWh                        |                         |
| <b><u>Street Lighting</u></b>               |                                   |                         |
| 150   | 0.203¢/kWh                        |                         |
| 151   | 0.203¢/kWh                        |                         |
| 154   | 0.203¢/kWh                        |                         |
| SMH   | 0.203¢/kWh                        |                         |
| SSL   | 0.203¢/kWh                        |                         |

<sup>1</sup> Applied to all Electricity Supply kWh billed under this Rate Schedule

<sup>2</sup> Applied to kW of Electricity Supply Demand

<sup>3</sup> Applied to On-peak Electricity Supply Demand

# RIDER G - CM

## MUNICIPAL AND COUNTY

### RENEWABLE ENERGY PROGRAM

#### I. APPLICABILITY & AVAILABILITY

This Rider is available on a voluntary basis as a companion rate to any Customer who contracts with the Company for the purchase of renewable energy credits (RECs) for all or a portion of the Customer's monthly consumption and who also purchases Electricity Supply Service in accordance with either Schedule 100, 110, 120, 130, 131, 132, 133, or 134.

#### II. DESCRIPTION OF RECs

All RECs will be Green-e Energy Certified. Green-e Certified RECs frequently, but are not guaranteed to, satisfy applicable requirements of nationally recognized green initiatives, as they exist on January 1, 2010.

#### III. RENEWABLE ENERGY OPTIONS AND PARTICIPATION LEVELS

This Rider will provide the Customer the option to purchase RECs from generation facilities that use renewable energy resources to produce electricity. The Monthly Rate for RECs (MRR) equals 0.2 cents per kWh. The Company maintains the right to change the MRR at any time, with two month's notice to the Customer.

A. The Rider provides two (2) options. A Customer shall select from one of the following:

1. Option 1

100% of the Customer's monthly consumption is subject to the MRR. The formula for determining the amount that will be billed to a customer is:

Monthly kWh consumption x MRR, or

2. Option 2

A Customer designates his or her level of participation by choosing a fixed dollar contribution per month, in multiples of \$2.00, for the purchase of RECs. The amount that will be billed to a Customer is the multiple selected by the Customer. The amount of RECs purchased by the Customer under this option is determined by the following formula:

Total dollar contribution / MRR

(Continued)

**RIDER G - CM**  
**(Continued)**

MUNICIPAL AND COUNTY  
RENEWABLE ENERGY PROGRAM

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(Continued)

III. RENEWABLE ENERGY OPTIONS AND PARTICIPATION LEVELS (Continued)

- B. The charges determined under this Rider shall be in addition to all other charges of the companion rate schedule under which the Customer is also receiving Electricity Supply Service.

IV. TERM OF CONTRACT

The Customer may terminate service under this Rider by giving the Company at least thirty (30) days prior notice. After receiving notice, the Company will terminate service under this Rider effective with, or prior to, the Customer's next meter read date.

# RIDER K

## MUNICIPAL AND COUNTY

### ELECTRIC COOKING IN EDUCATIONAL FACILITIES

#### I. APPLICABILITY

This rider is applicable in accordance with the Availability Requirements stated below to electric services for educational facilities billed under Schedules 100, 130, and 131.

#### II. AVAILABILITY REQUIREMENTS

The Monthly Credit stated in Paragraph III, below, is available to any educational facility meeting the following requirements:

- A. The facility must have a permanently installed qualifying all-electric kitchen which was installed on or after July 1, 1994.
- B. The total connected load (based on nameplate ratings) of qualifying electric cooking equipment within the new all-electric kitchen must be at least 50 kW. Qualifying equipment types include: fryers, griddles, ranges, and ovens.
- C. The cooking facilities must be in regular use. Generally, this requirement is met if the cooking facilities are used daily except for weekends and other temporary periods during which the facility is not in operation. Schools operated on a typical school schedule meet this requirement.
- D. The facility does not have any cooking facilities fueled by sources other than electricity.
- E. The facility meets all other requirements of the Company.

#### III. MONTHLY CREDIT

For facilities meeting the above qualifications, a monthly credit shall be determined by the Company as shown below. The monthly credit shall be determined initially upon the provision of service under this rider and shall be revised appropriately upon any change in the Customer's operation, change in the qualifying equipment, or change in the amount of credit per kWh.

|                |   |
|----------------|---|
|                | Connected Load of Qualifying Equipment                          |
| multiplied by: | 8,760 hours   |
| equals:        | Annual kWh at 100% Load Factor                                  |
| multiplied by: | Estimated Annual Load Factor of the Installation (decimal form) |
| equals:        | Estimated Annual kWh  |
| divided by:    | 12 months   |
| equals:        | Estimated Monthly kWh   |
| multiplied by: | 0.7¢ Credit per kWh   |
| equals:        | Total Monthly Credit  |

# RIDER L

## MUNICIPAL AND COUNTY

### GEOTHERMAL HEATING AND AIR CONDITIONING

#### I. APPLICABILITY

This rider is applicable in accordance with the Availability Requirements stated below to electric services billed under Schedules 100, and 130.

#### II. AVAILABILITY REQUIREMENTS

The Monthly Credit stated in Paragraph III., below, is available to any facility meeting the following requirements:

- A. The facility must have a permanently installed qualifying geothermal heating and air conditioning system which was installed on or after July 1, 1994.
- B. The new geothermal system must be either a hybrid system utilizing a boiler and/or cooling tower to supplement an earth-coupled system or a total earth-coupled system.
- C. The system, regardless of its type, must meet the following technical requirements:
  - 1. For the system which was installed on or before July 31, 2014:
    - a. It must have a capacity of at least 15 tons.
    - b. It must have a cooling mode Energy Efficiency Ratio (EER) of at least 11.0 @ 70°F EWT - entering water temperature.
    - c. It must have a heating mode Coefficient of Performance (COP) of at least 3.0 @ 50°F EWT - entering water temperature.
    - d. It must be tested in accordance with the Air-Conditioning and Refrigeration Institute (ARI) Standard 325 or 330 as the standard existed at the time of the system's installation.
    - e. It must supply at least 50% of the facility's heating and cooling requirements.
    - f. Efficiency ratings for the system installed on or before June 30, 2014 shall be as specified above or in accordance with the then effective edition of ASHRAE Standard 90.1, whichever efficiency was greater.
  - 2. For the system which is installed on or after August 1, 2014:
    - a. The requirements of Paragraphs II.C.1.a, II.C.1.d., and II.C.1.e, above, and
    - b. Efficiency ratings for new installations shall be the minimum required by the latest Department of Energy (DOE) standard; the minimum required by the latest edition of ASHRAE Standard 90.1; or the minimum required for ENERGY STAR qualified units, whichever is greater.
- D. The geothermal heating system must be in regular daily use during the heating and cooling seasons. Generally, this requirement is met if the system is used daily, except for weekends and other temporary periods when the facility is not in operation. Schools operated on a typical schedule meet this requirement.
- E. The facility meets all other requirements of the Company.

(Continued)

# RIDER L

(Continued)

## MUNICIPAL AND COUNTY

### GEOTHERMAL HEATING AND AIR CONDITIONING

#### III. MONTHLY CREDIT

For facilities meeting the above qualifications, a monthly credit shall be determined by the Company as shown below. The monthly credit shall be determined initially upon the provision of service under this rider and shall be revised appropriately upon any change in the Customer's operation, change in the qualifying equipment, or change in the amount of credit per kWh.

|                |  |
|----------------|--|
|                | Connected Load of Qualifying Geothermal Equipment        |
| multiplied by: | 8,760 hours  |
| equals:        | Annual kWh at 100% Load Factor                           |
| multiplied by: | Estimated Annual Load Factor of Equipment (decimal form) |
| equals:        | Estimated Annual kWh                                     |
| divided by:    | 12 months  |
| equals:        | Estimated Monthly kWh                                    |
| multiplied by: | 0.22¢ Credit per kWh                                     |
| equals:        | Total Monthly Credit                                     |

# **ATTACHMENT C**

## **VEPGA Member List**

**Effective August 1, 2014**

## VEPGA Members

Albemarle County  
Albemarle County Schools  
Albemarle County Service Authority  
Town of Alberta  
Alexandria City Schools  
Alexandria Sanitation Authority  
City of Alexandria  
Alleghany County  
Amelia County  
Appomattox River Water Authority  
Town of Appomattox  
Arlington County  
Arlington County Schools  
Town of Ashland  
Augusta County Service Authority  
Augusta County  
Botetourt County  
Town of Bowling Green  
Town of Boydton  
Town of Broadway  
Brunswick County  
City of Buena Vista  
Campbell County  
Campbell County Schools  
Campbell County Utilities & Service Authority  
Charles City County  
Town of Charlotte Court House  
City of Charlottesville  
Charlottesville City Schools  
Charlottesville RDHA  
Chesapeake RDHA  
City of Chesapeake  
Chesterfield County  
Town of Claremont  
Town of Clifton Forge  
City of Colonial Heights  
Crater Planning District Commission  
Town of Culpeper  
Cumberland County  
Dinwiddie County  
Town of Drakes Branch  
Town of Edinburg  
City of Emporia  
Essex County  
Fairfax County  
Fairfax County Park Authority  
Fairfax County Schools  
Fairfax County Water Authority  
Falls Church City Schools  
Fauquier County  
Fluvanna County  
Fredericksburg City Schools  
City of Fredericksburg  
Town of Glasgow  
Gloucester County Schools

Gloucester County  
Goochland County  
Goochland County Schools  
Town of Gordonsville  
Greensville County  
Town of Grottoes  
Halifax County  
Town of Hamilton  
City of Hampton  
Hampton RDHA  
Hampton Roads Sanitation District  
Hanover County  
City of Harrisonburg  
Henrico County  
Town of Herndon  
City of Hopewell  
Hopewell RDHA  
Town of Hurt  
Isle of Wight County  
Town of Ivor  
James City County  
James City Service Authority  
Town of Jarratt  
John Tyler ASAP  
Town of Kenbridge  
Town of Keysville  
Town of Kilmarnock  
King and Queen County  
Town of La Crosse  
Lancaster County  
Town of Lawrenceville  
Town of Leesburg  
City of Lexington  
Loudoun County  
Loudoun County Sanitation Authority  
Loudoun County Schools  
Louisa County  
Louisa County Schools  
Lunenburg County  
Lunenburg County Schools  
Mathews County  
Mathews County Schools  
Mecklenburg County  
Metropolitan Washington Airports  
Authority  
Town of Middleburg  
Middlesex County  
Town of Mineral  
Town of Montross  
Town of Mount Jackson  
New Kent County  
Town of New Market  
City of Newport News  
Newport News RDHA  
City of Norfolk  
Norfolk Airport Authority  
Northern Virginia Regional Park  
Authority

Nottoway County  
Nottoway County Schools  
Town of Orange  
Town of Pamplin  
Portsmouth RDHA  
Powhatan County  
Prince Edward County  
Prince William County  
Prince William County Park Authority  
Prince William County Schools  
Prince William County Service Authority  
Town of Purcellville  
Rappahannock Area CSB  
Rappahannock Regional Jail  
Town of Remington  
City of Richmond  
Rivanna Solid Waste Authority  
Rivanna Water & Sewer Authority  
Riverside Regional Jail  
Rockbridge County  
Rockbridge County PSA  
Rockingham County  
Shenandoah County  
Shenandoah County Schools  
Town of Smithfield  
Town of South Boston  
Town of South Hill  
Southampton County  
South Central Wastewater Authority  
Southeastern PSA of VA  
Stafford County  
Stafford County Schools  
Staunton City Schools  
City of Staunton  
Stoney Creek Sanitary District  
Suffolk City Schools  
City of Suffolk  
Surry County  
Town of Tappahannock  
Town of Timberville  
Toms Brook-Maurertown Sanitary District  
Town of Vienna  
Virginia Beach City Schools  
City of Virginia Beach  
Virginia Railway Express  
VML Insurance Programs  
Town of Warrenton  
Town of Warsaw  
Town of Waverly  
Waynesboro RDHA  
City of Waynesboro  
Westmoreland County  
Westmoreland County Schools  
City of Williamsburg  
Williamsburg-James City County Schools  
Town of Windsor  
Town of Woodstock  
York County  
York County Schools