



Community Electric Cooperative
Post Office Box 267
Windsor, Virginia 23487

TERMS AND CONDITIONS
of
SERVICE

*As filed with the
Virginia State Corporation Commission*

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TABLE OF CONTENTS

- I. INTRODUCTION..... 1
- II. DEFINITIONS 1
- III. BECOMING A MEMBER 2
- IV. REQUIREMENTS FOR SECURING ELECTRIC DISTRIBUTION SERVICE 2
 - A. APPLICATION OR AGREEMENT..... 2
 - B. DEPOSITS 2
 - C. FEES. 3
 - D. RATE SCHEDULE SELECTION. 3
 - E. RIGHT-OF-WAY. 4
 - F. CONNECTION PROVISIONS..... 4
 - G. CUSTOMER WIRING 4
 - H. ELECTRIC DISTRIBUTION SERVICE LIMITATIONS..... 5
 - I. LOCATION AND MAINTENANCE OF COOPERATIVE’S EQUIPMENT 5
- V. USE OF ELECTRIC DISTRIBUTION SERVICE 5
 - A. COOPERATIVE AS SOLE DISTRIBUTOR 5
 - B. NOTIFICATION AND APPROVAL OF UNUSUAL EQUIPMENT ADDED BY CUSTOMER 5
 - C. CUSTOMER GENERATING EQUIPMENT 6
 - D. ELECTRIC DISTRIBUTION SERVICE FOR CUSTOMER’S USE ONLY 6
 - E. LIABILITY OF COOPERATIVE 6
 - F. INTERRUPTION OF SERVICE 7
 - G. CUSTOMER’S RESPONSIBILITY 8
- VI. EXTENSION OF FACILITIES 9
 - A. GENERAL..... 9
 - B. OVERHEAD..... 10
 - C. UNDERGROUND 11
 - D. LIGHTING SERVICE..... 13
- VII. BILLING AND PAYMENT FOR SERVICE 14
 - A. BILLS..... 14
 - B. METER READINGS 14
 - C. TERMS OF PAYMENT/COLLECTION 15
 - D. BUDGET BILLING / LEVELIZED PLAN..... 15
 - E. Prepaid Metering..... 16

VIII. DISCONTINUANCE OF ELECTRIC DISTRIBUTION SERVICES	16
A. AT ANY TIME WITHOUT NOTICE:	16
B. WITH WRITTEN NOTICE.....	16
C. AT CUSTOMER’S REQUEST.....	17
IX. RECONNECTION OF ELECTRIC DISTRIBUTION SERVICE	17
A. COMPLIANCE WITH TERMS AND CONDITIONS.....	17
B. SETTLEMENT OF CHARGES AND FEES	17
C. METER TAMPERING, CURRENT DIVERSION OR UNAUTHORIZED RECONNECTION.....	18
X. ELECTRIC SERVICE CHARACTERISTICS.....	18
A. QUALITY AND CONTINUITY OF SERVICE.....	18
B. VOLTAGE	19
XI. METERS AND METERING.....	19
A. OWNERSHIP AND LOCATION.....	19
B. PERIODIC TESTING	19
C. TESTS REQUESTED BY CUSTOMER	19
D. METER INACCURACY.....	20
E. METER FAILURE	20
XII. CHARGES FOR WORK ON CUSTOMER’S PREMISES	20
XIII. CUSTOMER COMPLAINT PROCEDURE.....	20
XIV. LOAD MANAGEMENT.....	21
XV. RATES.....	21
A. RATES AVAILABLE.....	21
B. PRIMARY SERVICE	22
APPENDIX A: TERMS AND CONDITIONS FOR RETAIL ACCESS.....	23
I. PURPOSE	23
II. APPLICABILITY.....	23
III. DEFINITIONS	23
IV. COMPETITIVE SERVICE PROVIDER REGISTRATION AND CERTIFICATION..	24
V. LOAD PROFILES.....	25
VI. CUSTOMER ELECTION TO PURCHASE ENERGY FROM CSP	25
A. ENROLLING WITH CSP	25
B. INFORMATION PROVIDED BY THE COOPERATIVE AT ENROLLMENT.....	26

C.	TERMINATION OF SERVICE BY CSP	26
D.	CHANGING ENERGY SERVICE PROVIDERS	27
E.	CSP SERVICE TO SINGLE POINT OF DELIVERY.....	27
VII.	METERING AND METER SERVICES	27
A.	GENERAL.....	27
B.	METER EQUIPMENT	28
C.	INCORRECT METERING.....	28
D.	UNMETERED SERVICE OFFERED BY COOPERATIVE	28
E.	SPECIAL METER READINGS	28
F.	ADJUSTMENTS TO METER READINGS NOT DUE TO INCORRECT METER CALIBRATION.....	28
VIII.	CUSTOMER BILLING.....	29
A.	BILLING AND PAYMENT FOR SERVICE.....	29
B.	DEPOSITS	29
C.	BUDGET BILLING.....	30
IX.	DISCONNECTION OF SERVICE	30
X.	DISPUTE RESOLUTION	30
	APPENDIX B: SCHEDULE F – FEES.....	31

I. INTRODUCTION

This document sets forth the terms and conditions under which Community Electric Cooperative (The Cooperative) supplies electric distribution service, and electricity supply service as defined in Appendix A, to its Members/Customers within its designated service territory and is on file with the Virginia State Corporation Commission. Changes in these terms and conditions may be made from time to time to meet new or unforeseen conditions by the Cooperative's Board of Directors. The rules and regulations contained herein are not to be considered complete in every detail for furnishing electric distribution service, but are intended to be a general outline of the practices of the Cooperative.

The Cooperative, upon request, will provide any Applicant or Member with a copy of the rate schedules and terms and conditions under which distribution service will be supplied.

Beginning prior to January 1, 2004, members/customers of Community Electric Cooperative will have the opportunity to purchase their generation service from an alternative energy provider. The terms and conditions for member/customers electing to switch their energy provider are contained in Appendix A of this document.

II. DEFINITIONS

Applicant - means any person, firm, or corporation requesting electric distribution service from the Cooperative.

Commission - refers to the Virginia State Corporation Commission.

Customer - refers to any Member and/or patron of the Cooperative receiving, or having received electric distribution service.

Delivery Point – the point where the Cooperative's equipment for supplying electric energy is connected to the Members' equipment for receiving electric energy, unless otherwise specified in a written agreement with the Member.

"Distribute", "Distributing" or "Distribution of" Electric Energy – means the transfer of electric energy through a distribution system to a Customer

Inspection Authority – the authorized representative of any federal, state, local government, agency, or political subdivision, having lawful authority to enforce federal, state, or local building codes.

Member - means any person, firm, or corporation who has complied with the terms and conditions of service, the rules and regulations of the Cooperative, and whose application for membership has been accepted by the Cooperative and is being supplied electric distribution service by the Cooperative.

Community Electric Cooperative - a Cooperative corporation operating under the Utility Consumer Services Cooperative Act.

III. BECOMING A MEMBER

Any person, firm, or corporation, who controls, by ownership or lease, the property to be served, may become a Member of the Cooperative by:

- Executing the Membership Application and/or Service Contract.
- Paying the membership fee (Schedule F-Fees).
- Agreeing to purchase electric distribution service from the Cooperative.
- Agreeing to comply with and be bound by the Certificate of Incorporation of the Cooperative, and the Bylaws and any Amendments thereto and such rules and regulations that may be adopted from time to time by the Board of Directors.

IV. REQUIREMENTS FOR SECURING ELECTRIC DISTRIBUTION SERVICE

A. Application or Agreement

1. No person shall receive electric distribution service until they have signed the Cooperative's approved form "Application for Membership" and/or its approved form "Agreement for the Purchase of Electric Distribution Service", and has paid a membership fee. Such payment shall make the Member eligible for electric distribution service on the premises referred to in the application. Any person or entity owing a debt to the Cooperative shall not be allowed to join in the Cooperative or receive service from the Cooperative until the debt has been paid in full or arrangements satisfactory to the Cooperative have been made for the satisfaction of the outstanding debt.

2. Applicants must contact the Cooperative before service will be made available. Under certain conditions the Cooperative may require the Applicant to sign a contract or a letter of agreement where the monthly minimum is higher than specified under the applicable rate schedule. Whether or not a written agreement covering the supply of electricity is executed, the Applicant, by accepting the electricity and/or electrical distribution services, agrees to be bound by the applicable rates, terms, and conditions of service.

3. The Cooperative reserves the right to require the Applicant to establish that the Applicant is the owner or bonafide lessee of the premises and to require owners or bonafide lessees to execute the Application for Membership and/or the Agreement for the Purchase of Electric Distribution Service.

B. Deposits

1. The Cooperative may require the Applicant or Customer to deposit with it initially and from time to time, as a guarantee of payment for services provided, such amount as, in the Cooperative's judgment, will secure it from loss. The

amount of this deposit shall not be greater than an estimated billing for the two highest consecutive months' service or where actual consumption history is available, the deposit amount should not be greater than the two highest consecutive months' service within the past twelve months. The Cooperative is not bound to supply electricity until these conditions are fulfilled and it shall disconnect its service to the Customer if the guarantee or increased guarantee is not provided when required.

2. Whenever the required deposit from any Residential Customer exceeds the sum of \$40.00 the Customer shall be permitted to pay the required deposit in three consecutive equal monthly installments provided, however, that the Cooperative shall have the discretion to allow payment of any deposit over a longer period of time to avoid undue hardship.

3. The Cooperative will pay interest on deposits held longer than ninety (90) days at a rate which shall be determined by the Virginia State Corporation Commission annually.

4. The Customer shall receive payment of all annually (12 months) accrued interest by having the interest credited to his account.

5. The Cooperative will return the deposit after the Customer has established twelve consecutive months of a satisfactory credit history following the deposit requirement being met.

6. All remaining deposits plus earned interest will be returned to the Customer at the termination of electric distribution service, after all indebtedness to the Cooperative has been paid. The Cooperative shall have a reasonable time to disconnect service and to ascertain that all obligations of the Customer have been fully performed before being required to return any deposit.

C. Fees.

The Applicant shall pay all other required fee(s), deposit(s), and charge(s) as per Schedule F-Fees (Appendix B).

D. Rate Schedule Selection.

When a Customer's load meets the conditions of two or more schedules, the Customer shall be responsible for the choice of the schedule. The Cooperative will assist in the selection at the Customer's request. However, except as provided by law, the responsibility of selection shall rest with the Customer.

E. Right-of-Way.

The Cooperative shall determine the route of the line based on the least cost method and utility accepted routing practice. The Applicant shall, at no cost to the Cooperative, grant and/or furnish all valid right-of-way easements satisfactory to the Cooperative and all other permits necessary to provide electric distribution service to the Customer conveyed on Cooperative approved forms. The Applicant shall give the Cooperative or its agents access to its equipment and facilities, and the right to construct, operate, and maintain its facilities. The Cooperative shall not be required to supply electricity until a reasonable time has elapsed after the Cooperative has obtained all necessary applications, right-of-way easements, and/or permits.

See Section VI.A.4. for property not in control of the Member.

F. Connection Provisions

The Applicant shall make proper provisions for the connection of electric distribution service. It is the responsibility of the Applicant to install meter-mounting devices which are furnished by the Cooperative, the electrical service entrance equipment to the premise and the conductors leading from there to the Applicant's wiring system. In cases where service is provided from the Cooperative's aerial service wires and is connected to the Applicant's building, it is the responsibility of the Applicant to furnish and install service entrance conductors, as required, between the Cooperative's point of attachment to the building and the meter mounting device. Provisions must be made by the Applicant for a structurally sound point of attachment such that the Cooperative's service drop conductors will be no less than twelve feet (or higher as the Code may require) above finished grade, capable of withstanding the mechanical strain which will occur as a result of the attachment of the service wires thereto.

G. Customer Wiring

The wiring must conform to the National Electrical Code and the specifications of the Cooperative. Before connection of service, if covered by the local building code, the Customer's installation must be approved by the Inspection Authority. In no event shall the Cooperative be under any obligation to inspect wiring or appliances of the Applicant, but where the Cooperative has reason to believe wiring or appliances of the Applicant do not comply with recognized requirements, the Cooperative may refuse to supply electricity to the Applicant. The Customer shall be responsible for notifying the Cooperative of any plans for adding appliances, equipment, and/or motors, which might overload or impair the electrical service or the facilities of the Cooperative. It is recommended that in the installation of a wiring system, the Applicant give consideration to all foreseeable future uses and install service entrance conductors and equipment of such capacity as to carry the maximum anticipated future loads.

H. Electric Distribution Service Limitations

To eliminate the possibility of error or loss, the Applicant or Customer, before purchasing motors or other equipment, or undertaking to install wiring, shall secure from the Cooperative all necessary data relating to the characteristics of the electricity which will be supplied. The Cooperative reserves the right to set limitations on current inrush characteristics, demand, power factor, or any other characteristic of motors, wiring, or any other equipment in order to protect the quality, reliability, and/or safety of its system, and/or the service to other Customers.

I. Location and Maintenance of Cooperative's Equipment

The Cooperative shall have the right to erect its facilities on the property of the Applicant, which are necessary in supplying electricity to the Applicant. The Applicant shall provide suitable space for the installation of the necessary metering apparatus.

V. USE OF ELECTRIC DISTRIBUTION SERVICE

A. Cooperative as Sole Distributor

The Applicant and/or Customer agree that no electricity, other than that distributed by the Cooperative, shall be distributed over the Cooperative's distribution facilities without previous written notice to and consent of the Cooperative.

B. Notification and Approval of Unusual Equipment Added by Customer

The Customer shall notify and obtain the consent of the Cooperative before the addition of any unusual equipment or appliances. Such unusual equipment includes, but is not limited to: single phase motors over 10 horsepower, three phase motors, generators or automated process' equipment, and welders. The Cooperative reserves the right, but shall not have the duty, to determine the suitability of any apparatus, or appliance to be connected to its lines, and to determine whether the operation of such shall be detrimental to its general supply of electricity. The Cooperative reserves the right to refuse to supply electric distribution service to any piece of equipment whose operation is considered to be a safety hazard or detrimental to the Cooperative's electrical system or any of its Customers. Furthermore, the Cooperative reserves the right to discontinue electric distribution service to any Customer operating such equipment until such time as the Customer conforms to the Cooperative's regulations.

C. Customer Generating Equipment

1. Interconnection

a. A switch, or other approved disconnecting means, must be used to prevent possible injury. Such disconnecting means installation is subject to the inspection and approval of the Cooperative.

b. Detailed plans showing the equipment to be used, the load transfer arrangement and the electrical connections should be submitted to the Cooperative for approval.

c. Where auxiliary service is provided by the Cooperative, or where an emergency source of supply is provided by the Customer, parallel operation of the Customer's generating equipment with the Cooperative's system is not allowed except where specifically approved by the Cooperative.

2. Co-Generation and Small Power Production Facilities:

Any qualifying co-generation or small power production facility as designated by the Federal Energy Regulatory Commission (FERC) shall be provided electric distribution services in accordance with applicable FERC orders and legal and regulatory standards.

3. Net Metering Customer

Any qualifying net metering Customer as designated by Virginia Code § 56-594 shall be provided electrical distribution services in accordance with applicable legal and state regulatory standards.

D. Electric Distribution Service for Customer's Use Only

The Cooperative will furnish electric distribution service to the Customer for use only for the premises occupied through ownership or lease by the Customer. This service shall not be remetered, submetered, or otherwise controlled by the Customer for resale or assignment to others, except as provided by the Code of Virginia.

E. Liability of Cooperative

The electricity supplied under any agreement is distributed by the Cooperative and purchased by the Customer upon the express condition that, after it passes the metering equipment of the Cooperative, or other point of delivery, it becomes the property of the Customer to be used only as herein provided. The Cooperative shall not, in any event, 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 on the Customer's premises or elsewhere, after it passes the Cooperative's metering equipment, or other point of delivery; or for any loss or damage resulting from the presence, character or condition of the wires or appliances of the Customer.

F. Interruption of Service

The Cooperative will endeavor to maintain, as nearly as practical, full continuity of service but it cannot guarantee uninterrupted service. It is the Customer's responsibility to provide protection for his/her electric motors, apparatus, wiring and other equipment from the effects of unavoidable interruption or abnormal service supply conditions, such as low voltage, high voltage, single-phasing, lightning damage or frequency change. The Cooperative will not be held responsible for losses experienced by the Customer due to his/her failure to provide such protection.

Without liability to the Cooperative, service may be interrupted or become abnormal because of any of the following causes:

1. Storms, accidents, equipment failure, and/or acts of God.
2. Failure of power supplier, shortage in power supplies or capacity necessitating reduction in service or the implementation of rotating blackouts. When rotating blackouts are required, the Cooperative may, without notice and without incurring liability, implement them on the basis of what is, in the Cooperative's opinion, reasonably necessary to minimize adverse impact on the public health and safety and to facilitate restoration of normal service to all Customers at the earliest time practical.
3. An adverse condition or disturbance on the system of the Cooperative, or on any other system directly or indirectly interconnected with it which requires automatic or manual interruption of the supply of electricity to some Customers or areas in order to limit the extent or duration of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, the Cooperative may, without incurring liability, take such action as appears reasonably necessary.
4. By order of governmental authorities.
5. To make repairs, to limit or reduce the duration of interruptions, or to prevent damage to the Customer's or the Cooperative's equipment.
6. Civil disorder, strikes, or other labor trouble, riot, insurrection, war, fire or any other cause where the Cooperative believes it is necessary to de-energize

part of its facilities for the protection of the public, its employees, or its electric system.

Upon correction of conditions, which caused the interruption, the Cooperative will be diligent in re-energizing its facilities when it is safe to do so. Upon any interruption of service, or any abnormal service, the Customer should notify the Cooperative as soon as possible. The Cooperative, in most cases, has no other way of knowing of interrupted or abnormal service.

G. Customer's Responsibility

1. The Customer shall be responsible for providing the Cooperative and/or its agent access to the Cooperative property installed on the Customer's premises.

2. The Customer shall be responsible at all times for the safekeeping of all Cooperative property installed on the Customer's premises and to that end shall give no one, except authorized Cooperative employees or its agents access to such property.

3. The Customer may be liable for the cost of repairs or damage done to the Cooperative's property on the Customer's premises resulting from the negligence of, or misuse by others than Cooperative employees and/or its agents.

4. The Customer shall be responsible for the maintenance and repair of the Customer's wiring and equipment. Additionally, it is the Customer's responsibility to provide adequate protection for their motors or other equipment as defined in the National Electrical Code. Should the Customer report trouble with the supply of electricity, the Cooperative will endeavor to respond with reasonable dispatch to such calls with the purpose of correcting only such trouble as may be in the Cooperative's equipment supplying said Customer. If after investigation, it is determined that the Cooperative's equipment is not at fault, a service charge (Schedule F-Fees) will be made.

5. The Cooperative retains responsibility only with respect to the actions of its employees and/or its agents in connection with property owned by the Cooperative.

6. The Customer shall indemnify, save harmless, and defend the Cooperative against all claims, demands, costs, or expenses, for loss, damage, or injury to persons or property in any manner directly or indirectly arising from or connected with, or growing out of the use of electricity by the Customer at or on his side of the point of attachment.

VI. EXTENSION OF FACILITIES

The policy of the Cooperative is to furnish adequate distribution electric service to all qualified Applicants within the Cooperative's service area. The service shall be furnished at the Cooperative's published rates as approved by the State Corporation Commission of Virginia and in accordance with the following line extension policy.

A. General

1. The standard construction practices of the Cooperative shall be overhead construction. Where the Applicant requests underground facilities and the Cooperative agrees, the cost differential between underground and overhead extensions shall be charged to the Applicant in addition to other charges that apply.
2. The Cooperative shall not be required to make any electric line extension until the Customer to be supplied from such line extension has signed all applications and/or agreements and fulfilled such other conditions for the connection of electricity as may be required by the Cooperative and until all permanent premises to be supplied have been wired and made ready for service.
3. The Cooperative reserves the right to elect underground line facilities, when it determines it is in the best interest of the Cooperative. If the Cooperative selects such an underground extension, and it results in an increased cost, the Cooperative shall bear the increased cost and the Applicant shall pay the contribution in aid of construction required in B.1, B.2, or B.3 for his selected extension.
4. It shall be the Applicant's responsibility to secure and/or otherwise provide, at no cost to the Cooperative, a right-of-way acceptable to the Cooperative. Where desirable or necessary, the Cooperative may assist in the right-of-way acquisition process at the Applicant's expense.
5. The Applicant shall be responsible for clearing the rights-of-way and/or trimming yard trees to the satisfaction of the Cooperative where the proposed facilities extend through wooded areas or are in conflict with yard trees. When desirable or necessary, the Cooperative may assist in clearing the right-of-way and/or trimming yard trees at the Applicant's expense.
6. These general rules and regulations shall not be construed as prohibiting the Cooperative from making electric line extensions of greater length or higher costs provided that there is no discrimination between Customers using and/or receiving electric distribution service under the same classification.

7. For underground service, the Customer shall provide access conduits underneath driveways, sidewalks, patios, porches, decks, etc. to the satisfaction of the Cooperative. At the Cooperative's option, an entire conduit system may be required.

8. The Applicant/Owner shall grant to the Cooperative an easement relieving the Cooperative of the liability for damages that may be incurred should the underground cable ever need repair or replacement.

9. Where electric facilities are to be placed underground, charges shall be made in accordance with the Cooperative's Underground Service Policy (Section VI.C). This policy is a part of the Cooperative's Line Extension Plan and is designed to set forth any difference in charges and/or requirements when underground service is desired or required.

10. Where the Consumer requires for its own purposes that excessively expensive construction methods be used, then the Cooperative shall charge the Consumer for the difference between estimated cost of the special construction and the estimated cost which the Cooperative would have normally incurred.

11. Where the Consumer requests that existing Cooperative's facilities be altered or rearranged to suit the Consumer's purposes, the Cooperative shall require the Consumer to pay the estimated cost of such alterations of facilities as may be required.

12. Where the Consumer requests the Cooperative to construct private electric facilities which shall become the property of the Consumer, and the Cooperative agrees to do such, the Cooperative shall charge the Consumer for the estimated cost of such construction.

B. Overhead

1. For residential service where the estimated cost of the extension exceeds three (3) times the Cooperative's average invested cost per consumer; the consumer shall be required to enter into a five (5) year contract for distribution service specifying an increased minimum monthly bill equal to one and one half percent (1-1/2%) of the estimated cost of the extension less three (3) times the Cooperative's average invested cost per consumer. The minimum monthly bill shall be adjusted to reflect the actual construction cost after completion of the extension of facilities. The contracted minimum monthly bill shall be treated as the lowest charge for distribution service on a monthly basis rendered under the applicable rate schedule and shall not be in addition to the charges specified within the rate section of said schedule. The consumer may make a contribution in aid of construction to lower the net construction cost incurred by the Cooperative and thus lower the computed minimum monthly bill.

2. For temporary service, the consumer shall pay the cost of construction and removal of all necessary facilities less the salvage value of materials returned to stock.

3. Any metered service extension other than residential or temporary in nature where the estimated cost of the extension exceeds four (4) times the estimated annual revenue; the consumer shall be required to enter into a five (5) year contract for distribution service specifying an increased minimum monthly bill equal to one and one half percent (1-1/2%) of the estimated cost of the extension. The minimum monthly bill shall be adjusted to reflect the actual construction cost after completion of the extension of the facilities. The contracted minimum monthly bill shall be treated as the lowest charge for distribution service on a monthly basis rendered under the applicable rate schedule and shall not be in addition to the charges specified within the rate section of said schedule. The consumer may make a contribution in aid of construction to lower the net construction cost incurred by the Cooperative and thus lower the computed minimum monthly bill.

C. Underground

1. Residential

a. The Cooperative will provide underground electric service to residential living units in good repair, to be occupied as bona fide residences on a year-round basis and not previously supplied with electricity, upon payment to the Cooperative of the charge or charges as described below.

(1) Underground service charge for an individual service lateral to an individual residence from an overhead line on the lot or site of the residence shall be as follows:

(a) When the length of the service does not exceed 250 feet, a maximum conductor size of #4/0 aluminum is adequate to serve the load and no primary extension is required, a charge of \$150.00 plus \$1.50 per linear trench foot.

(b) When a service and a primary extension is required, a charge of \$250.00 plus \$1.50 per linear trench foot of primary line and \$40.00 plus \$1.50 per linear trench foot of service.

(2) The charge for underground service within a residential subdivision shall be \$250.00 plus \$1.50 per linear trench foot of primary line and \$40.00 plus \$1.50 per linear trench foot of secondary or service laterals.

(3) The charge for other than direct burial single phase service, where unusual construction is required, i.e., conduit runs, railroad crossings, street or road crossings, etc., and all other cases will be determined by the estimated difference in cost between the underground and overhead facilities.

b. If an individual residential Consumer requests the Cooperative to convert an existing overhead service to underground, such service will be furnished in accordance with Paragraph VI.C.1.a, provided the Consumer pays the Cooperative, (a) the depreciated original cost of any existing overhead facilities adequate to serve the load less estimated value of salvage, plus, (b) the estimated cost of removing such overhead facilities.

2. Commercial, Large Power and All Others

a. The Cooperative will provide underground electric service to the above Consumer not previously supplied with electricity, upon payment to the Cooperative of the charge or charges as described below:

(1) The charge for underground service shall be the estimated difference in cost between underground and overhead facilities; and

(2) If the total estimated cost of the facilities to be installed, less the difference in cost between underground and overhead facilities, exceeds four times the anticipated annual revenue, such excess shall be handled in accordance with Section VI B, Item 3.

b. Should an individual Consumer request the Cooperative to convert an existing overhead service to underground, such service will be provided in accordance with Section VI C, Paragraph 2a. above, provided that the Applicant pays to the Cooperative, (a) the depreciated original cost of any existing overhead facilities adequate to serve the load less the estimated value of salvage, plus, (b) the estimated cost of removal of such overhead facilities.

3. Applicants for underground service must execute an appropriate underground service agreement and right-of-way easement at no cost to the Cooperative. In addition, such right-of-way granted must be within six (6) inches of final grade before installation can be started.

4. The term "underground" is to be construed to mean the use of surface-mounted transformers, switchgear, etc.

5. By mutual agreement, the Applicant may provide trenching and backfilling as specified by the Cooperative, and the Cooperative's charge for underground service will be reduced accordingly.
6. Charges as determined above shall be payable in advance.
7. Within any development in which underground electric service has been contracted under this plan, electric service will be provided only underground pursuant to this plan.
8. Should the estimated cost of extending service to any given consumer by use of underground construction be less expensive than the estimated corresponding extension constructed with overhead facilities, there shall be no additional charge required for such underground extension.

D. Lighting Service

1. Where lighting service is provided by the Cooperative, it will be provided as follows:
 - a. The complete installation is to be furnished, maintained and operated by the Cooperative and will remain the property of the Cooperative.
 - b. The type of fixture and method of installation shall be in accordance with Cooperative standards.
 - c. Normally, lights will be installed on Cooperative wood poles or other wood poles on which the Cooperative has installed standard attachments. Installations on buildings or structures belonging to the Consumer or to others will not be permitted. The location of all installations shall be agreeable to the Cooperative.
2. Street, highway and security lighting service where the estimated cost of the extension exceeds four (4) times the estimated annual revenue; the Consumer shall be required to make a contribution in aid of construction equal to the estimated cost of said extension less four (4) times the estimated annual revenue.
3. The Consumer shall pay to the Cooperative in advance of the initial installation, an advance payment of seventy-five dollars (\$75.00) for a 8,500 lumens light and one hundred fifty dollars (\$150.00) for a 24,700 lumens or larger light. The Cooperative may, at its discretion, waive this advance payment. From this payment, monthly charges as per the appropriate rate schedule will be deducted including fuel and/or power cost (Schedule "G") and utility tax where

applicable, until the payment has been expended, after which the light will be placed on a monthly billing.

4. The Consumer shall report to the Cooperative, as promptly as possible, any and all lights that are out or not burning properly. The Cooperative will endeavor to replace or repair such lights on the following regular working day. Should the Consumer request the repair or replacement of the lights during hours other than the regular working day, a fee will be charged in accordance with Schedule F–Fees.

5. The Consumer shall endeavor to assist the Cooperative in the prevention of vandalism to its security lighting facilities. Should excessive damage due to vandalism be incurred by the Cooperative, the Cooperative may, given thirty days written notice, require the Consumer to pay the cost of such future repairs or discontinue the security lighting service.

VII. BILLING AND PAYMENT FOR SERVICE

A. Bills

Bills will be rendered to the Customer by the Cooperative monthly. Bills will be computed using metered energy and power consumption based on applicable rates and fees on file and approved by the Commission. The Cooperative will prorate the bill when a Customer's service starts or is terminated.

B. Meter Readings

The rates of the Cooperative for electric service are based on the condition that monthly meter readings shall be obtained and provided to the Cooperative by the consumer. Consumer accounts subject to demand rate billing shall be read without charge by Cooperative personnel. In the event a valid meter reading is not obtained prior to computing a bill, the Cooperative will use an estimated meter reading. An estimated meter reading will be used no more than two (2) consecutive billing periods. For customer read accounts, where the Customer fails to provide a current meter reading in time for bill preparation for a period of two (2) consecutive billing periods, the Cooperative will read the meter and bill the customer a service charge in accordance with Schedule F–Fees (Appendix B). In the event that the meter has failed and no valid meter reading is obtained, an estimated bill will be generated by the Cooperative using the best available information. The Cooperative may adjust estimated bills when actual information becomes available upon which to base the adjustment.

The Cooperative will read all demand meters at its regular monthly schedule without additional charge to the consumer. In addition, the Cooperative may read any individual, group, or class of meters at the customer's request, and may charge a fee in accordance with Schedule F – Fees. Further, the Cooperative

may, at its discretion, read any individual meter of a customer who continually fails to provide the Cooperative with an accurate and timely meter reading, and may charge a fee in accordance with Schedule F – Fees.

C. Terms of Payment/Collection

Bills will be due when presented. They shall be considered as presented when deposited in the United States mail for delivery or when otherwise delivered by the Cooperative to the address, either physical or electronic, of the Customer. A bill shall become overdue if unpaid on the 20th day following the day it has been presented. If the bill remains unpaid at the time the succeeding bill is calculated, a one and one half percent (1-1/2%) penalty per month will be applied on the outstanding balance less local government utility taxes. If it remains unpaid at the time the succeeding bill is delivered, a notice of intent to disconnect service shall be served upon the Customer, giving at least ten days prior notice. If the bill remains unpaid at the end of such ten-day notice, electric service to the premise of the Customer shall be subject to disconnection without further notice.

The Cooperative reserves the right to apply any payment or payments made in whole or in part to any account due the Cooperative by the Customer unless the Customer has instructed otherwise. However, the Cooperative may apply any payments in excess of the account specified to other accounts due the Cooperative by the Customer. Whenever payment is made by a check and/or other form of payment not honored by the institution upon which the payment is drawn, a fee shall be charged for the returned payment in accordance with Schedule F-Fees.

Whenever the Cooperative sends personnel to the Customer's location of service in an attempt to collect payment for an overdue bill, a fee will be charged in accordance with Schedule F-Fees.

If the service is disconnected the Customer must pay all outstanding balances plus all applicable fees and/or arrange for applicable deposit before service will be restored.

Upon disconnection of service for any reason, the Customer shall be sent a final bill at the next regular billing cycle showing the outstanding amount owed after deducting all applicable credits.

D. Budget Billing / Levelized Plan

A Budget/Levelized Billing Program will be available for permanent Residential Customers with good credit history and who purchase electric distribution and power supply services from the Cooperative. The Cooperative will use the Customer's billing history to determine the monthly budget/levelized payment amount. Budget/levelized amounts are estimates/averages based on previous

kWh consumption. As such, they are subject to evaluation and revision during the budget/levelized year to keep them consistent with actual usage. If the Customer fails to make a regular budget/levelized billing payment by the time of the succeeding bill, a late payment penalty will be assessed and collection efforts initiated as with any other account. Should a budget/levelized billing account be delinquent at any time within the budget billing year, the agreement will be canceled, and the account will return to the regular billing program.

VIII. DISCONTINUANCE OF ELECTRIC DISTRIBUTION SERVICES

The Cooperative reserves the right to discontinue furnishing electric distribution service to a Customer, irrespective of any claims pending against the Cooperative, upon the occurrence of any one or more of the following events:

A. At Any Time Without Notice:

1. Whenever, in the Cooperative's opinion, the conditions of the Customer's wiring, equipment and appliances are either unsafe or unsuitable for receiving electricity, or when the Customer's use of electricity or equipment interfere with, or in the opinion of the Cooperative may be detrimental to the supply of electricity by the Cooperative to any other Customer.
2. Whenever the Cooperative, in its opinion, has reasonable cause to believe that a Customer is, or has been, receiving electric distribution service without paying therefore, or that the Customer in any manner interferes with the proper metering of such electric distribution service. The Customer will pay for any costs incurred by the Cooperative as a result of such actions by the Customer.
3. Whenever the Customer has denied a representative of the Cooperative access to the Cooperative's meters, wires, facilities or other apparatus installed on the Customer's premises.
4. In any case of misrepresentation by the Customer to the Cooperative (such as falsifying information on the Application).
5. Emergency repairs or alterations.
6. Unavoidable shortages or interruptions in the Cooperative's source of supply, other cases of emergency.
7. When ordered by authorities having jurisdiction.

B. With Written Notice

Notice of discontinuance shall be considered to be given to a Customer when a copy of such notice is left with the Customer, or left at the premises where his bill is rendered, posted in the United States mail, or sent to the Customer's last Post Office address shown on the records of the Cooperative; or delivered to the Customer by similar means as the bill.

1. Failure to comply with the Terms and Conditions of Service of the Cooperative;
2. Failure to pay bills for electric services provided by the Cooperative;
3. Failure to pay any required deposit;
4. Failure to comply with the terms of any payment agreement, contract, or Agreement for the Purchase of Electric Distribution Service;
5. Failure to correct any safety hazard having to do with electric service, judged by the Cooperative to be serious, but not life threatening; and
6. Failure to correct violations of the National Electrical Safety Code and the American National Standard Code for Electricity Metering caused by changes in the structure or grade.

C. At Customer's Request

The supply of electricity will be disconnected to any Customer within a reasonable time after receipt of such request from the Customer to the Cooperative. Request for disconnection of service does not relieve the Customer of their obligation to the Cooperative.

IX. RECONNECTION OF ELECTRIC DISTRIBUTION SERVICE

A. Compliance with Terms and Conditions

If the electric distribution service has been discontinued for any of the reasons covered by Section VIII (Discontinuance of the Electric Distribution Service), the Customer shall comply with all Terms and Conditions of Service before the service is reconnected.

The Cooperative shall have a reasonable period of time in which to reconnect the Customer after the Customer has corrected all unsatisfactory conditions, or events which caused the disconnection.

B. Settlement of Charges and Fees

1. Any service disconnected for nonpayment normally shall not be reconnected until full payment is received for:

- a. All obligations to date;
- b. Reconnection Charge and/or applicable fees; and
- c. Any required deposits.

2. Settlement of charges and fees received before the end of regular working hours shall entitle a disconnected Customer to be reconnected on that day for the regular working hour's reconnection charge. If a Customer requires that service be reconnected at a time other than regular working hours, an after-hours reconnection charge will be assessed. This charge will be determined in accordance with the Schedule F-fees.

C. Meter Tampering, Current Diversion or Unauthorized Reconnection

The Cooperative may pursue any criminal complaint procedure available under the law. Before reconnection of any service disconnected for meter tampering, current diversion, or unauthorized reconnection of service, the Customer normally must comply with the following conditions:

1. Pay for all damages to Cooperative equipment resulting from the tampering and/or current diversion.
2. Pay an amount estimated to be sufficient to cover service used or service received.
3. Pay the Reconnection Service Charge, if applicable.
4. Pay any other required deposits as identified in Section IV.B. (Requirements for Securing Electric Distribution Service).
5. Pay a fee to cover the cost of testing the meter in accordance with Schedule F- Fees whenever, in the Cooperative's judgment, such tests are appropriate.
6. Make any changes in wiring or equipment which, in the opinion of the Cooperative, may be necessary for the protection of the Cooperative's other customers, electric distribution system, or personnel.

X. ELECTRIC SERVICE CHARACTERISTICS

A. Quality and Continuity of Service

The quality of service supplied by the Cooperative shall be in accordance with the accepted standards of the electric utility industry. The Cooperative shall

endeavor to provide continuity of electric distribution service as outlined in Section V.G (Interruption of Service).

B. Voltage

The Cooperative's standard voltage for lighting and other domestic uses shall be 120/240 volts, 60 cycles, single-phase alternating current. Other voltages may be furnished by special arrangements with the Cooperative and at the option of the Cooperative. The Cooperative will endeavor to maintain the voltage within 7.5% above or below the standard voltage at the termination point of the Cooperative's service conductors on the Customer's premise. Variations in voltage in excess of that specified caused by the action of the elements, the nature of the Customer's equipment, or acts of God, or any other reasons beyond the reasonable control of the Cooperative, shall not be considered as violations of these permissible variations.

XI. METERS AND METERING

A. Ownership and Location

Meters and metering equipment used to measure the energy delivered from the facilities of the Cooperative to the Customer's premise will be installed and owned by the Cooperative. In general, meters shall be located approximately 5 ½ feet above finished grade and on the outside of the building. The location of the meter and the point at which the Cooperative's supply lines terminate on the building of the Customer shall be designated by the Cooperative. The Cooperative will furnish the meter socket, which shall be installed by the Customer as a part of the service entrance. No part of the service entrance shall be concealed before entering the meter socket. The Cooperative shall have clear and unrestricted access to its metering equipment. There may be exceptions to this location requirement with respect to certain large power Customers utilizing different metering equipment.

B. Periodic Testing

Periodic tests of meters used to measure energy delivered to the Customer will be made in compliance with The American National Standards Institute (ANSI). A more frequent periodic testing schedule may be instituted if deemed necessary by the Cooperative.

C. Tests Requested by Customer

Upon request by a Customer, the utility shall test their meter provided that such tests need not be made more frequently than once in 24 months. If testing of a meter is required by the Customer to be made more frequently than once in 24 months, the utility shall require a deposit in accordance with Schedule F fees.

Such fees are refundable only if the percentage registration of the meter exceeds plus or minus 2% of 100%.

1. The Customer, or their representative, may be present when the meter is tested.
2. A written report of the results of the test shall be provided to the customer within 10 days after the completion of the test.

D. Meter Inaccuracy

If a meter used to measure electric energy delivered to a Customer's premise is tested and found to be inaccurate by an amount in excess of two percent, whether or not the inaccuracy is in the Customer's favor or disfavor, the Customer or the Cooperative may require that an adjustment to the bills be made for the preceding period, not to exceed six months. All adjustments due to meter inaccuracies will be in accordance with the condition of the meter as it was found when tested. The effect of the adjustment will be rendered to the Customer as an appropriate credit or debit entry on his subsequent statement for electric service.

E. Meter Failure

If the meter is found to not be registering at all, the Cooperative will use the best available information to estimate the monthly consumption of power and energy.

XII. CHARGES FOR WORK ON CUSTOMER'S PREMISES

It is not the policy of the Cooperative to perform service for the Customer, which is not the responsibility of the Cooperative. Such work may be done to assist the Customer at the Cooperative's discretion. The Customer shall reimburse the Cooperative for all charges in performing said service.

XIII. CUSTOMER COMPLAINT PROCEDURE

The Cooperative exists to serve its Members/Customers and its policies are designed to provide the best service to the most Member/Customers at the least practical cost.

Customers shall be advised annually of the existence of an established Customer Complaint Procedure that will include the local and/or toll free telephone numbers of the Cooperative by which they may make inquiries or register complaints. The complete procedure is on file at the Cooperative office. The same information will be furnished to each new Member with the new Member packet.

The Cooperative will maintain off hours local and toll free telephone answering systems which will give Customers access to a Cooperative agent at all hours to report power outages and other emergency situations.

Designated personnel shall be available to receive inquiries from Customers who may request personal consultation at all times that the business office is open to the public.

Toll free telephone number service to the Cooperative's offices from all service areas shall be maintained for the convenience of Customers.

XIV. LOAD MANAGEMENT

In order to improve the Cooperative's load factor and reduce wholesale power costs, the Cooperative has established a Load management Program. The program is available on a voluntary basis to consumers with a forty (40) gallon or larger domestic water heater and purchasing electric energy from the Cooperative under its Residential Service (Schedule A) or General Service (Schedule B) tariffs. Participating consumers may not connect or have connected a time clock or other load control or automatic switching device in the circuit with the water heater. Participating consumers shall receive, beginning with the first month following the installation of the load management switch on their water heater, a credit of two dollars (\$2.00) on their monthly bill.

XV. RATES

A. Rates Available

The Cooperative has the following rates available and may, from time to time, alter or discontinue existing rates or add new rates.

Schedule A – Residential Service

Schedule B – General Service

Schedule CH – Church Service

Schedule EE-U – Service to Publicly Controlled Schools

Schedule EE-LP-U – Large Power Service to Publicly Controlled Schools

Schedule EF-ETS – Excess Facilities – Emergency Transfer Switch

Schedule EF-SSD-1 – Excess Facilities-Surge Suppression

Schedule G – Wholesale Power Cost Adjustment Clause

Schedule GV – Cogeneration

Schedule IGS – Intermediate General Service

Schedule LP – Large Power Service

Rider IR-LP – Large Power Interruptible Service Rider

Schedule OL – Outdoor Lighting Service

Schedule SGI – Small Generator Interconnections Other Than Net Metering

Schedule SL – Street Lighting Rate Schedule and Application

Competitive Service Provider Coordination Tariff

Schedule NEM-3 – Net Energy Metering Rider

Rider RE – 100% Renewable Electric Service

B. Primary Service

Service at the Cooperative's primary voltage is available upon request for applicants to be served under Schedule IGS and Schedule LP.

APPENDIX A: Terms and Conditions for Retail Access

I. Purpose

To support Retail Access, it is necessary to supplement the Cooperative's existing Terms and Conditions. In addition to the terms and conditions described in the previous sections, Appendix A applies to customers who elect to purchase electricity supply service from a Competitive Service Provider or from the Cooperative at non-regulated, competitive rates.

II. Applicability

Appendix A is the Cooperative's Terms and Conditions for providing Retail Access. If a provision in the Terms and Conditions of Service conflicts with a provision in Appendix A, the provision in Appendix A will apply to those customers who elect to purchase their electricity supply service from a Competitive Service Provider.

III. Definitions

If a definition in Appendix A conflicts with a definition in the Terms and Conditions of Service, the definition in Appendix A will apply to those customers who elect to purchase their electricity supply service from a competitive service provider. As used in Appendix A, the following words and phrases shall have the following meaning:

Business Day - any calendar day or computer processing day in the Eastern United States time zone in which the general office of Community Electric Cooperative is open for business with the public.

Competitive Energy Service - the retail sale of electricity supply service or any other competitive service as provided by legislation or approved by the State Corporation Commission as part of retail access by an entity other than the local distribution company as a regulated utility.

Competitive Service Provider (CSP) – a person that sells or offers to sell a competitive energy service within the Commonwealth. This term does not include a party that supplies electricity exclusively for its own consumption or the consumption of one or more of its affiliates. A competitive service provider must be licensed and certified by the Virginia State Corporation Commission, have an active contract with the Cooperative, and operate within the confines of the Rules and Regulations of Retail Access as set out by the Commission,

Competitive Transition Charge – the wires charge, as provided by § 56-583 of the Code of Virginia, that is applicable to a retail customer that chooses to procure electricity supply service from a competitive service provider.

Consolidated Billing - the provision of a single bill to a retail customer that includes the billing charges for services rendered by a competitive service provider and the Cooperative.

Cooperative Account - an individual service location or delivery point.

Customer - any person, partnership, association, corporation or other entity or its duly authorized representative receiving Competitive Energy Services from a Competitive Service Provider.

Electricity Supply Service - the generation and transmission of electricity to the distribution facilities of the Cooperative on behalf of a retail customer.

Enrollment - a communication of a Customer's commitment to purchase competitive energy service from a CSP.

Regulated Supply Service – electricity supply service provided by the Cooperative to those retail customers who (i) do not affirmatively select a supplier, (ii) are unable to obtain service from an alternative supplier, or (iii) have contracted with an alternative supplier who fails to perform. Such service is provided under § 56-585 of the Code of Virginia using rates on file with the Commission

Retail Access - the opportunity for a retail customer in the Commonwealth to purchase a competitive energy service from a licensed competitive service provider seeking to sell such services to that customer.

Virginia Electronic Data Transfer Working Group (VAEDT) - the group of representatives from electric and natural gas local distribution companies, competitive service providers, the staff of the State Corporation Commission, and the Office of Attorney General whose objective is to formulate guidelines and practices for the electronic exchange of information necessitated by retail access.

IV. Competitive Service Provider Registration and Certification

The State Corporation Commission must license all Competitive Service Providers to sell electricity supply services as provided in the Rules Governing Retail Access to Competitive Energy Services, Case Number PUE980813.

In addition to Commission licensure and prior to enrollment of Cooperative customers, a CSP must execute all agreements and credit worthiness standards as may be deemed appropriate by the Cooperative in order for the Cooperative to certify the CSP to provide electricity supply services within the service territory of the Cooperative. A current list of CSPs certified by the cooperative is available upon request, however, the Cooperative in no way warrants the CSP nor any actions of the CSP.

V. Load Profiles

Load profiles are the representative electricity usage patterns of Customers by rate classes and will be provided to the CSP to be used by the CSP at its own risk. Due to the sensitive nature of the information, the usage and load profile of large commercial and industrial Customers that have interval metering will not be posted on the Internet by the Cooperative.

VI. Customer Election to Purchase Energy from CSP

A. Enrolling with CSP

1. Any customer may choose to purchase competitive energy service from any CSP certified by the Cooperative. Any agreement, including rates and charges, shall be between such customer and the selected CSP. The Cooperative shall be under no obligation to enforce any contract or agreement between a CSP and a customer. A CSP may enroll or modify services provided to a customer, by sending enrollment information to the Cooperative after receipt of affirmative authorization for such enrollment from the customer. The Cooperative will only accept CSP enrollment information from the CSP.

2. The Cooperative shall process the first request submitted for the same customer and reject all others for the same enrollment period.

3. A customer can switch to a CSP on its next scheduled meter reading date only if the Cooperative has at least 15 days advance notice of the customer's decision to switch by receipt of a notice of enrollment from the customer's CSP. For services whose meter is normally read by the customer, the next meter reading date will effectively be the 10th of the month or, if the 10th is not a business day, the first business day following the 10th of the month. Cooperative personnel will read all affected meters prior to any change in electricity supply service providers being made. The CSP will be charged a meter reading fee in accordance with the Competitive Service Provider Coordination Tariff.

4. If enrollments are received less than 15 days prior to the next scheduled meter reading date, or effective meter reading date for customer read meters, the service shall be effective on the customer's subsequent meter reading date or the CSP may request an off-cycle meter reading per the Competitive Service Provider Coordination Tariff. The Cooperative will make its best effort to accommodate any off-cycle meter reading request, but the service enrollment always will be effective on the actual meter reading date.

5. Upon a customer's request, a competitive service provider may re-enroll such customer at a new address under the existing contract, without acquiring new authorization records, if the competitive service provider is licensed to

provide service to the customer's new address and is registered with the Cooperative.

6. The Cooperative shall, normally within one business day of receipt of enrollment request from a CSP, mail notification to the customer advising of the enrollment request, the approximate date that the competitive service provider's service commences, and the customer's cancellation rights. The customer shall have until the close of business on the tenth day following the mailing of such notification to advise the CSP or the Cooperative to cancel such enrollment without penalty and the customer will continue with the supplier of record.

B. Information Provided By the Cooperative at Enrollment

1. Per the Rules Governing Retail Access to Competitive Energy Services, a competitive service provider shall adequately safeguard all customer information provided by the Cooperative and shall not disclose such information unless the customer authorizes disclosure or unless the information to be disclosed is already in the public domain. This provision, however, shall not restrict the disclosure of credit and payment information as currently permitted by federal and state statutes.

2. Historical Energy Usage information for a Customer will be made available upon request of a CSP following the successful enrollment of that Customer. Such information will be 12 months of consumption data to the extent it is available. A competitive service provider shall obtain customer authorization prior to requesting any customer usage information not included on the mass list from the Cooperative. A competitive service provider shall provide evidence of such authorization upon the request by the customer or the State Corporation Commission.

C. Termination of Service by CSP

1. If the Cooperative is notified by a CSP that the CSP will terminate service to a customer, the Cooperative shall send written notification to the customer, normally within five business days, that it was so informed and describe the customer's opportunity to select a new supplier. The Cooperative shall also inform the affected customer that if the customer does not select another competitive service provider, the Cooperative shall provide the customer regulated supply service.

2. If a competitive service provider decides to terminate service to a customer class or to abandon service within the Commonwealth, the competitive service provider should provide at least 60 days advanced written notice to the Cooperative, to the affected customers, and to the State Corporation Commission. The individual customer notification described above will not apply to termination of service to a customer class.

3. A CSP may decide to discontinue service to any Customer pursuant to the Rules. Customers who believe that their CSP has discontinued their supply service wrongfully and are unable to resolve the issue with the CSP, are encouraged to contact the Commission.

D. Changing Energy Service Providers

1. A customer may change from one CSP to another CSP by contacting the new CSP. A customer may change its CSP each billing month. The Cooperative will process any changes in accordance with Section VI of Appendix A.

2. If a customer contacts the Cooperative to request a change from a CSP to the Cooperative's Regulated Supply Service, the Cooperative will process the request in accordance with Section VI A of Appendix A. The Cooperative will accept customer requests to switch to Regulated Supply Service via telephone, letter, e-mail, facsimile, or request in person. The Cooperative will use its best efforts to assure the integrity of such customer requests. The Cooperative will send a confirmation letter notifying the customer of the right to rescind the request. If the customer does not contact the cooperative to rescind the request within the rescission period, the Cooperative will complete the request. The request will become effective as of the next scheduled meter read date and the Cooperative will become the electricity supply service provider of record in accordance with applicable Commission Orders, Rules, and Regulations, as well as the Virginia Code.

3. If a customer returns to Regulated Supply Service and has an annual peak demand of 500 KW or greater, then such Customer will be obligated to remain with the Cooperative for not less than twelve (12) months before such Customer will be eligible to receive their supply service from a CSP. Such customers returning to Regulated Supply Service may be required to sign a Purchase Power Agreement.

E. CSP Service to Single Point of Delivery

A Customer with a single Point of Delivery is limited to purchasing Competitive Energy Service from one CSP in any billing period.

VII. Metering and Meter Services

A. General

The Cooperative will retain responsibility for all metering and meter services in accordance with its currently filed Terms and Conditions of Service.

B. Meter Equipment

The Cooperative will own the meter used for measuring and billing the Customer for its energy and/or demand consumption.

C. Incorrect Metering

When service has been unmetered or incorrectly metered, regardless of cause, or when a meter is found to be in error more than two percent, fast or slow, the Cooperative will adjust its portion of the bill for a period not to exceed the criteria noted in Section XI.D of the Terms and Conditions of Service. The Cooperative will notify the CSP of any usage adjustments. All parties will accept the Cooperative's usage data, whether actual or adjusted, as final.

D. Unmetered Service offered by Cooperative

No unmetered services of any kind will be considered competitive and thus offered for Retail Access

E. Special Meter Readings

A CSP may request a special meter reading. The Cooperative will charge the CSP a special meter reading charge according to the Competitive Service Provider Coordination Tariff.

If a CSP becomes incapable of fulfilling its obligation to supply electricity, the Cooperative will obtain an actual meter reading in order that final billings to the CSP's Customers can be adjusted to reflect services by the CSP. The CSP will be charged a special meter reading charge for this service

If a special meter reading is requested in order to resolve a disputed meter reading and the Cooperative's reading is found to be incorrect, there will be no special meter reading charge.

The Cooperative shall perform special meter reading requests as promptly as working conditions permit.

F. Adjustments to Meter Readings Not Due to Incorrect Meter Calibration

The Cooperative will investigate and correct, as necessary, the causes of incorrect or unexplained meter readings, and will solely determine if any adjustment is warranted. If the Cooperative determines an adjustment is warranted, the Cooperative will solely determine the method to use in adjusting the Customer's demand and/or energy usage, and the amount of the adjustment.

All parties will accept the Cooperative's determination of the Customer's demand and/or energy usage, whether actual or adjusted, as final.

VIII. Customer Billing

A. Billing and Payment for Service

1. Bill

A consolidated bill will be rendered by the Cooperative and will provide all charges for electric services provided by the Cooperative and all charges for services provided by a CSP. Payment of a consolidated bill shall be made to the Cooperative and will be applied in the following order:

- a) to regulated service arrearages owed the Cooperative;
- b) to competitive energy service arrearages owed the current CSP;
- c) to regulated current charges of the Cooperative;
- d) to competitive energy service current charges of the CSP; and
- e) to other charges.

This payment hierarchy shall be used unless the Customer designates assignment of payment otherwise. Collections of state and local utility taxes shall be remitted as required by law.

2. Delinquent Bills

The Cooperative and the CSP will each be responsible for the communication, notification, and collection of its portion of delinquent bills.

B. Deposits

The Cooperative may require the Applicant or Customer to deposit with it initially and from time to time, as a guarantee of payment for services provided, such amount as, in the Cooperative's judgment, will secure it from loss. The amount of this deposit shall not be greater than an estimated billing for the two highest consecutive months' service or where actual consumption history is available, the deposit amount should not be greater than the two highest consecutive months service within the past twelve months.

1. Customers Choosing to purchase electricity supply service from a Competitive Service Provider

If a customer enrolls with a CSP and the Cooperative is holding a deposit for said Customer, the Cooperative will recalculate the amount of deposit required based on all regulated utility services being purchased from the Cooperative at that time

and will return any excess deposit to the Customer through a credit to the Customer's bill.

2. Return of Customer from Competitive Service Provider to the Cooperative

At such time as a Customer returns to the Cooperative's electricity supply service from a CSP, the Cooperative may require an additional deposit from the Customer based on all utility services being purchased from the Cooperative at that time, not to exceed the estimated billing for the two highest consecutive months of service.

C. Budget Billing

Customers who are currently on the Cooperative's Budget Billing Plan and who choose a CSP must bring the Energy Supply Service portion of their Cooperative account balance to zero, or make acceptable payment arrangements to do so, before switching to a CSP. The Cooperative's Budget Billing Plan is only available for Cooperative charges. The Plan is not available through the Cooperative for charges imposed by a CSP.

IX. Disconnection of Service

The Cooperative will perform all disconnection of services for non-payment in accordance with of the existing Terms and Conditions of Service. The Cooperative will notify a CSP of the disconnection of any of the CSP's Customers in accordance with VAEDT Standards. The Cooperative will not disconnect for non-payment of CSP Charges. The Cooperative will notify a CSP upon reconnection of the CSP's Customer who has been disconnected for nonpayment of Cooperative charges.

X. Dispute Resolution

In the event of a dispute between the Cooperative and a CSP or Customer regarding the application of the Cooperative's Terms and Conditions, and Schedules for Supplying Electricity, the Cooperative and the CSP or Customer shall attempt to resolve such dispute by mutual agreement. The CSP, Customer, or Cooperative may file a complaint with the Commission if the parties are not able to resolve the dispute.

APPENDIX B:

SCHEDULE F – FEES

Type of Fee or Service Charge	Amount
A. Membership Fee – Each Service Connection	\$ 5.00 (Refundable)
B. Service Connection Fee	\$ 30.00 (Non-refundable)
C. Temporary Connection Fee	\$ 30.00
D. Service Charge for Reading Meter (Estimated for Two Consecutive Billing Periods)	\$ 8.00
E. Reconnection Charge to Existing Customers (Must be Paid in the Cooperative’s Office During Normal Working Hours). If the Actual Reconnection is Performed: 1. During Working Hours, per Trip per Account 2. After Working Hours, per Trip per Account	\$ 21.00 \$ 200.00
F. Collection of Delinquent Accounts	\$ 24.00
G. Returned Check Processing Fee	\$ 25.00
H. Trouble Call-Outage on Customer’s Equipment During Working Hours Trouble Call-Outage on Customer’s Equipment After Hours After hour repair of outdoor lights	\$ 40.00 \$ 200.00 \$ 200.00
I. Cooperative Read Meters of Individual Groups or Class of Meters	\$ 8.00
J. Meter Testing Fee: Single-phase meters Polyphase meters	\$ 16.00 \$ 40.00