

# **Old Dominion Power Company**

220 West Main Street  
Louisville, Kentucky

Rates, Terms and Conditions for Furnishing

## **ELECTRIC SERVICE**

In Dickenson, Lee, Russell, Scott, and Wise Counties, Virginia  
as depicted on territorial maps as filed with the

## **VIRGINIA**

## **STATE CORPORATION COMMISSION**

**Date of Issue**  
October 21, 2009

**Date Effective**  
November 1, 2009

Issued by  
**Lonnie E. Bellar, Vice President**  
**State Regulation and Rates**

# Old Dominion Power Company

INTERIM  
S.C.C. No. 13, Original Sheet No. 1

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# Old Dominion Power Company

INTERIM  
S.C.C. No. 13, Original Sheet No. 5

Standard Rate	RS
<b>Residential Service</b>	
<b>APPLICABLE</b> In all territory served.	
<b>AVAILABILITY OF SERVICE</b> Available for single phase delivery to single family residential service subject to the terms and conditions on Sheet No. 100 of this Tariff. Service under this schedule is also available to churches, defined as the synagogue or church building in which the sanctuary or principal place of worship is located.  Three phase service under this rate schedule is restricted to those customers being billed on this rate schedule as of its effective date of July 3, 2009.	
<b>RATE</b>	
Customer Charge:	\$16.00 per month
Plus an Energy Charge of:	\$0.04351 per kWh
Plus a Fuel Component Charge of:	To be determined by applying the fuel component set forth on Sheet No. 85, Levelized Fuel Factor, to the kilowatt-hours purchased by Customer.
<b>MINIMUM CHARGE</b> The Customer Charge shall be the minimum charge.	
<b>DUE DATE OF BILL</b> Customer's payment will be due within twenty (20) days from date of bill.	
<b>LATE PAYMENT CHARGE</b> If full payment is not received by the due date of the bill, a 1.5% late payment charge will be assessed on the current month's charges.	
<b>TERMS AND CONDITIONS</b> Service will be furnished under Company's Terms and Conditions applicable hereto.	

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# Old Dominion Power Company

INTERIM  
S.C.C. No. 13, Original Sheet No. 15

Standard Rate	PS Power Service	
<b>APPLICABLE</b> In all territory served.		
<b>AVAILABILITY OF SERVICE</b> This rate schedule is available for secondary or primary service.  Service under this schedule will be limited to minimum average secondary loads of 50 Kw and maximum average loads not exceeding 250 Kw. Secondary or primary customers receiving service under S.C.C. 12, Fourth Revised Sheet No. 9, Large Power Service, as of July 3, 2009, with loads not meeting this criteria will continue to be served under this rate at their option. Existing customers meeting this criteria or new customers initiating service on this rate after July 3, 2009, and whose load characteristics subsequently do not meet this criteria will be billed on the appropriate rate.		
<b>RATE</b>		
Customer Charge per month:	<u>Secondary</u> \$108.00	<u>Primary</u> \$224.00
Plus an Energy Charge per kWh of:	\$ 0.00400	\$ 0.00400
Plus a Fuel Component Charge of:	To be determined by applying the fuel component set forth on Sheet No. 85, Levelized Fuel Factor, to the kilowatt-hours purchased by Customer.	
Plus a Maximum Load Charge per Kw of:	\$ 14.32	\$ 11.76
Where the monthly billing demand is the greater of:		
a) the maximum measured load in the current billing period but not less than 50 Kw for secondary service or 25 Kw for primary service,		
b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, or		
c) a minimum of 60% of the contract capacity based on facilities specified by Customer.		
<b>DETERMINATION OF MAXIMUM LOAD</b>		
The load will be measured and will be the average Kw demand delivered to Customer during the 15-minute period of maximum use during the month.		
Company reserves the right to place a Kva meter and base the billing demand on the measured Kva. The charge will be computed based on the measured Kva times 90 percent of the applicable Kw charge.		
In lieu of placing a Kva meter, Company may adjust the measured maximum load for billing purposes when power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT TIME OF MAXIMUM LOAD).		
Adjusted Maximum Kw Load for Billing Purposes = $\frac{\text{Maximum Load Measured} \times 90\%}{\text{Power Factor (in percent)}}$		

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**Old Dominion Power Company**

**INTERIM  
S.C.C. No. 13, Original Sheet No. 15.1**

<b>Standard Rate</b>	<b>PS</b>
<b>Power Service</b>	
<p><b>DUE DATE OF BILL</b> Customer's payment will be due within twenty (20) days from date of bill.</p>	
<p><b>LATE PAYMENT CHARGE</b> If full payment is not received by the due date of the bill, a 1.5% late payment charge will be assessed on the current month's charges.</p>	
<p><b>TERM OF CONTRACT</b> For a fixed term of not less than one (1) year and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other of the desire to terminate.</p>	
<p><b>TERMS AND CONDITIONS</b> Service will be furnished under Company's Terms and Conditions applicable hereto.</p>	

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# Old Dominion Power Company

INTERIM  
S.C.C. No. 13, Original Sheet No. 20

Standard Rate	TOD Time-of-Day Service	
<b>APPLICABLE</b>		
In all territory served.		
<b>AVAILABILITY OF SERVICE</b>		
This schedule is available for secondary or primary service. Service under this schedule will be limited to minimum average loads of 250kW and maximum average loads not exceeding 50,000 kW. Customers initiating service on this rate whose load characteristics subsequently do not meet this criteria will be billed on the appropriate rate.		
<b>RATE</b>		
Customer Charge per month:	<u>Secondary</u> \$108.00	<u>Primary</u> \$224.00
Plus an Energy Charge per kWh of:	\$ 0.00400	\$ 0.00400
Plus a Fuel Component Charge of: To be determined by applying the fuel component set forth on Sheet No. 85, Levelized Fuel Factor, to the kilowatt-hours purchased by Customer.		
Plus a Maximum Load Charge per kW of:		
Peak Demand Period.....	\$ 4.50	\$ 4.50
Intermediate Demand Period.....	\$ 3.00	\$ 3.00
Base Demand Period .....	\$ 7.02	\$ 4.45
Where the monthly billing demand for each Maximum Load Charge Period is the greater of:		
a) the maximum measured load in the current billing period but not less than 50 kW for secondary service or 25 kW for primary service,		
b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, or		
c) a minimum of 60% of the contract capacity based on facilities specified by Customer.		
<b>DETERMINATION OF MAXIMUM LOAD</b>		
The load will be measured and will be the average kW demand delivered to Customer during the 15-minute period of maximum use during the appropriate Maximum Load Charge Period each month.		
Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times 90 percent, at the applicable kW charge.		
In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT TIME OF MAXIMUM LOAD)		
Adjusted Maximum kW Load for Billing Purposes = $\frac{\text{Maximum kW Load Measured} \times 90\%}{\text{Power Factor (in percent)}}$		

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# Old Dominion Power Company

INTERIM  
S.C.C. 13, Original Sheet No. 20.1

Standard Rate	TOD		
	Time-of-Day Service		
<b>MAXIMUM LOAD CHARGE PERIODS</b>			
The Maximum Load Charge Periods applicable to the Maximum Load Charges are established in Eastern Standard Time year round by season for weekdays and weekends and shall be as follows:			
<u>Summer peak months of June through September</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		
<u>All other months October continuously through May</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		
<b>DUE DATE OF BILL</b>			
Customer's payment will be due within twenty (20) days from date of bill.			
<b>LATE PAYMENT CHARGE</b>			
If full payment is not received by the due date of the bill, a 1.5% late payment charge will be assessed on the current month's charges.			
<b>TERM OF CONTRACT</b>			
Service will be furnished under this schedule only under contract for a fixed term of not less than five (5) years, and for yearly periods thereafter until terminated by either party giving written notice to the other party 90 days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.			
<b>TERMS AND CONDITIONS</b>			
Service will be furnished under Company's Terms and Conditions applicable hereto.			

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# Old Dominion Power Company

INTERIM  
S.C.C. No. 13, Original Sheet No. 25

Standard Rate	RTS		
Retail Transmission Service			
<b>APPLICABLE</b>			
In all territory served.			
<b>AVAILABILITY OF SERVICE</b>			
This schedule is available for transmission service. Service under this schedule will be limited to maximum average loads not exceeding 50,000 kVA. Customers with new or increased load requirements that exceed 50,000 kVA will have rate developed based upon their electrical characteristics.			
<b>RATE</b>			
Customer Charge per month:		<u>Transmission</u>	
		\$354.00	
Plus an Energy Charge per kWh of:		\$	0.00400
Plus a Fuel Component Charge of:	To be determined by applying the fuel component set forth on Sheet No. 85, Levelized Fuel Factor, to the kilowatt-hours purchased by Customer.		
Plus a Maximum Load Charge per kVA of:			
Peak Demand Period .....		\$	4.25
Intermediate Demand Period.....		\$	2.83
Base Demand Period .....		\$	1.99
Where the monthly billing demand for each time period is the greater of:			
a) the maximum measured load in the current billing period but not less than 50 kW,			
b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods, or			
c) a minimum of 60% of the contract capacity based on facilities specified by Customer.			
<b>DETERMINATION OF MAXIMUM LOAD</b>			
The load will be measured and will be the average kVA demand delivered to the customer during the 15-minute period of maximum use during the appropriate Maximum Load Charge Period each month.			
<b>MAXIMUM LOAD CHARGE PERIODS</b>			
The Maximum Load Charge Periods applicable to the Maximum Load Charges are established in Eastern Standard Time year round by season for weekdays and weekends and shall be as follows:			
<u>Summer peak months of June through September</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		

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# Old Dominion Power Company

INTERIM  
S.C.C. No. 13, Original Sheet No. 25.1

Standard Rate	RTS		
Retail Transmission Service			
<u>All other months October continuously through May</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		
<b>DUE DATE OF BILL</b>			
Customer's payment will be due within twenty (20) days from date of bill.			
<b>LATE PAYMENT CHARGE</b>			
If full payment is not received by the due date of the bill, a 1.5% late payment charge will be assessed on the current month's charges.			
<b>TERM OF CONTRACT</b>			
Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.			
<b>TERMS AND CONDITIONS</b>			
Service will be furnished under Company's Terms and Conditions applicable hereto.			

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# Old Dominion Power Company

INTERIM  
S.C.C. No. 13, Original Sheet No. 36

Standard Rate	P.O. LT.		
Private Outdoor Lighting			
<b>APPLICABLE</b>			
In all territory served.			
<b>AVAILABILITY OF SERVICE</b>			
Service under this schedule is offered to customers receiving service from Company at the same location.			
<b>RATE</b>			
TYPE LIGHT	APPROXIMATE LUMENS	kW RATING	MONTHLY CHARGE
Mercury Vapor Open Bottom	7,000*	.207	\$ 9.37
High Pressure Sodium			
Directional	9,500	.117	\$13.72
Directional	22,000**	.242	\$18.86
Directional	50,000**	.485	\$28.45
Yard Type	5,800	.083	\$ 8.46
Yard Type	9,500	.117	\$ 9.76
Cobra Head	22,000**	.242	\$17.33
Cobra Head	50,000**	.485	\$28.61
Plus a Fuel Component Charge of:			
To be determined by applying the fuel component set forth on Sheet No. 85, Levelized Fuel Factor, to the kilowatt-hours purchased by Customer.			
Note: * Restricted to fixtures in service 08-01-07. Upon failure, existing fixtures will either be removed from service or replaced, at Customer's option, with available lighting fixtures shown above.			
** Not available for urban residential use.			
<b>FACILITIES</b>			
The Company will furnish a complete standard or directional fixture on existing poles with existing secondary voltage of 120/240. A 2-foot mast arm will be provided for 5,800 and 9,500 lumen fixtures and a 6-foot mast arm provided for all other fixtures. All facilities furnished by Company will be standard stocked material.			
Where the location of existing poles is not suitable or where there are no existing poles for mounting of lights, and the Customer requests service under these conditions, Company may furnish the required facilities at an additional charge per month to be determined by Company. These additional charges are subject to change by Company upon thirty (30) days prior written notice.			
Should Customer request underground service and Company agrees to such service, Customer will be responsible for ditching, backfilling, seeding, and/or repaving.			

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# Old Dominion Power Company

INTERIM  
S.C.C. No. 13, Original Sheet No. 36.1

Standard Rate

P.O. LT.

Private Outdoor Lighting

## DUE DATE OF BILL

Payment is due within twenty (20) days from date of bill.

## DETERMINATION OF ENERGY CONSUMPTION

The energy associated with each type and size lighting unit will be the kilowatt-hours calculated by multiplying the Kw load of each type/size light (See RATE) times the number of hours of burn time for the billing month as shown below.

### HOURS USE TABLE

<u>Billing Month</u>	<u>Hours of Burn</u>
Jan	407
Feb	344
Mar	347
Apr	301
May	281
Jun	257
Jul	273
Aug	299
Sep	322
Oct	368
Nov	386
Dec	415

Total for Year 4,000 Hours of Burn

## TERM OF CONTRACT

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice to the other when additional facilities are required. Cancellation by Customer prior to the initial five-year term will require Customer to pay to Company its cost of labor to install and remove facilities plus cost of non-salvable material, prorated on the basis of the remaining portion of the five-year period.

## TERMS AND CONDITIONS

1. Service shall be furnished under Company's Terms and Conditions, except as set out herein.
2. All service and necessary maintenance on the light and facilities will be performed only during regular scheduled working hours of the Company. The Company shall be allowed two (2) business days after notification by the Customer in which to restore service.
3. The Customer shall be responsible for fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts.
4. The Company shall own and maintain all facilities required in providing this service.

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# Old Dominion Power Company

INTERIM  
S.C.C. No. 13, Original Sheet No. 45

## Standard Rate

## Special Charges

The following charges will be applied uniformly throughout Company's service territory. Each charge, as approved by the State Corporation Commission, reflects only that revenue required to meet associated expenses.

### RETURNED PAYMENT CHARGE

In those instances where a customer renders payment to Company which is not honored upon deposit by Company, the customer will be charged \$10.00 to cover the additional processing costs.

### METER TEST CHARGE

Where the test of a meter is performed during normal working hours upon the written request of a customer more often than once every twenty-four (24) months and the results show the meter accurate to within two (2) percent, plus or minus, the customer will be charged \$60.00 to cover the test and transportation costs.

### DISCONNECTING AND RECONNECTING SERVICE CHARGE

A charge of \$27.50 will be made to cover disconnection and reconnection of electric service when discontinued for non-payment of bills or for violation of Company's Terms and Conditions, such charge to be made before reconnection is effected.

Residential and general service customers may request and be granted temporary suspension of electric service. In the event of such temporary suspension, Company will make a charge of \$27.50 to cover disconnection and reconnection of electric service, such charge to be made before reconnection is effected.

### METER PULSE CHARGE

Where a customer desires and Company is willing to provide data meter pulses, a charge of \$9.00 per month will be made to those data pulses. Time pulses will not be supplied.

### METER DATA PROCESSING CHARGE

A charge of \$2.75 per report will be made to cover the cost of processing, generating, and providing recorder metered customer with profile reports.

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**Standard Rate Rider**

**CSR**

**Curtable Service Rider**

**APPLICABLE**

In all territory served.

**AVAILABILITY OF SERVICE**

This rider shall be made available to any customer served under the applicable power schedules who contracts for not less than 1,000 kilowatts of their total requirements to be subject to curtailment upon notification by Company.

**CONTRACT OPTION**

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed five hundred (500) hours per year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with unlimited requests for curtailment per calendar day within these parameters. Company may request or cancel a curtailment at any time during an hour, but shall give no less than ten (10) minutes notice when either requesting or canceling a curtailment.

Compliance with a request for curtailment shall be measured in one of the following ways:

- c) The customer shall contract for a given amount of firm demand, and the curtable load shall be the Customer's monthly billing demand in excess of the firm contract. During a request for curtailment, the customer shall reduce its demand to the firm demand designated in the contract. The difference in the maximum peak demand, as defined in Company's Time-of-Day Service, Sheet No. 20, in the billing month and the maximum demand in any requested curtailment period, but not less than the contracted firm demand, in the billing period shall be the curtable demand on which the monthly credit is based. The demand in excess of the firm load during each requested curtailment in the billing period shall be the measure of non-compliance.
- d) The customer shall contract for a given amount of curtable load by which the customer shall agree to reduce its demand from the monthly maximum demand. During a request for curtailment, the Customer shall reduce its demand to a level equal to the maximum monthly demand less the curtable load designated in the contract. The difference in the maximum peak demand, as defined in Company's Time-of-Day Service, Sheet No. 20, in the billing month and the maximum demand in any requested curtailment period, but not more than the contracted curtable load, in the billing period shall be the curtable demand on which the monthly credit is based. The difference in contracted curtable load and the actual curtailed load during each requested curtailment in the billing period shall be the measure of non-compliance.
- c) At the time of a request for curtailment, Company shall give Customer an option of purchasing a block of power as is required to meet the curtailment request. Company shall give Customer a price

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INTERIM  
S.C.C. No. 13, Original Sheet No. 50.1

Standard Rate Rider	CSR Curtaileable Service Rider		
<p>for such power, based on existing market conditions, at the time of the curtailment request. Customer must state agreement to the purchase of power, if that is Customer's intention, and the block of power to be purchased shall be specified by Customer at the time Company makes the request for curtailment. Should Customer elect to purchase the block of power, Customer will pay for that power whether consumed by Customer or not. Should the block of power not be sufficient to meet the curtailment request, any deficiency shall be considered the measure of non-compliance. Should purchase power not be available from the market, Customer is obligated to meet the compliance provisions of a) or b) above. This option to "buy-thru" will be available to the customer only after customer has been served under Rate CSR for three (3) years with no non-compliances</p> <p>d) In those months in which Company does not request load curtailment, the customer will receive a credit based on either the difference in the monthly billing peak demand, as defined in Company's Time-of-Day Service, Sheet No. 20, and the contracted firm demand, a) above, or the contracted curtaileable demand, b) above.</p>			
<b>RATE</b>			
Customer will receive a credit against the applicable power schedule for curtaileable kW, as determined in the preceding paragraph, times the applicable credit. Customer will be charged for the portion of each requested curtailment not met at the applicable charge.			
	<u>Transmission</u>	<u>Primary</u>	<u>Secondary</u>
Demand Credit per kW:			
For 75 or 100 Hours Curtailment	\$1.55	\$1.60	\$1.65
For 150 or 200 Hours Curtailment	\$3.10	\$3.20	\$3.30
Non-Compliance Charge per kW			
For measured firm demand in excess of contracted firm demand			
For first non-compliance in a billing month			
The maximum excess in the current or preceding 11 months:	\$0.45	\$0.45	\$0.45
For multiple non-compliance in a billing month			
The maximum excess in the current or preceding 11 months:	\$0.90	\$0.90	\$0.90
Failure of Customer to curtail when requested to do so may result in termination of service under this rider.			

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*This rate will not be placed into effect nor replace the current equivalent S.C.C. No. 12 rate pending final approval in PUE-2009-00029 by the SCC.*

**Old Dominion Power Company**

**INTERIM  
S.C.C. No. 13, Original Sheet No. 50.2**

<b>Standard Rate Rider</b>	<b>CSR</b>
<b>Curtable Service Rider</b>	
<p><b>TERM OF CONTRACT</b> The minimum original contract period shall be one (1) year and thereafter until terminated by giving at least six (6) months previous written notice, but Company may require that contract be executed for a longer initial term when deemed necessary by the size of the load or other conditions.</p> <p><b>TERMS AND CONDITIONS</b> Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.</p>	

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# Old Dominion Power Company

INTERIM  
S.C.C. No. 13, Original Sheet No. 55

## Standard Rate Rider

QF

### Cogeneration and Small Power Producer

#### APPLICABLE:

In all territory served.

#### AVAILABILITY OF SERVICE

This rider and the terms and conditions set out herein are available to and applicable to Company's purchases of energy only from the owner of qualifying cogeneration or small power production facilities of 1,000 kW or less (such owner being hereafter called "Seller") installed on Seller's property to provide all or part of its requirements of electrical energy, or from which facilities Seller may elect to sell to Company all or part of such output of electrical energy.

Company will purchase such energy from Seller at the Rate set out below and selected as hereafter provided, and under the terms and conditions stated herein. Company reserves the right to change the said Rate, upon proper filing with and acceptance by the jurisdictional Commission.

#### RATE FOR PAYMENT TO SELLER

Seller will receive payment on a monthly basis in accordance with the following:

<u>Contract Term</u>	<u>Capacity Component</u>	<u>Energy Component</u>	
		<u>On-Peak</u>	<u>Off-Peak</u>
1 Year	\$0.00000/kWh	\$0.01539/kWh	\$0.01053/kWh
5 Years	\$0.00240/kWh	\$0.01552/kWh	\$0.01011/kWh
30 Years	\$0.01010/kWh	\$0.02344/kWh	\$0.01060/kWh

The rates for payment shall be fixed during the contract term with the exception of the average system energy cost. The on- and off-peak energy rates are comprised of:

- 1) the avoided energy cost adjustment to system average energy cost during and levelized for the contract term, and
- 2) Company's projected system average energy cost as stated on Sheet No. 85, Levelized Fuel Factor.

On-Peak hours are defined as 8:01 a.m. through 10:00 p.m., E.S.T. Monday through Friday. Off-Peak hours are defined as all hours other than those listed as on-peak. Concurrent and consistent with its annual filing pursuant to Section 56-249.6 of the Code of Virginia, the system average portion of the energy rates will be adjusted to reflect cost estimates for each fuel type that will be applicable for the next year.

If Seller terminates its contract prior to the expiration of the contract term, Seller shall, in addition to other liabilities, be liable for the difference between the capacity and energy purchase payments based on the levelized rate the Seller has received and like payments based on a non-levelized rate the Seller should have received during the effective term of the contract.

Rates for contract term different than those provided herein shall be developed as required and shall be developed utilizing the same methodology.

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*This rate will not be placed into effect nor replace the current equivalent S.C.C. No. 12 rate pending final approval in PUE-2009-00029 by the SCC.*

# Old Dominion Power Company

INTERIM

S.C.C. No. 13, Original Sheet No. 55.1

Standard Rate Rider

QF

Cogeneration and Small Power Producer

## PARALLEL OPERATION

Company hereby permits Seller to operate its generating facilities in parallel with Company's system, under the following conditions and any other conditions required by Company where unusual conditions not covered herein arise:

1. Seller will own, install, operate and maintain all generating facilities on its plant site. Such facilities to include, but not be limited to necessary control equipment to synchronize frequency, voltage, etc., between Customer's and Company's system as well as adequate protective equipment between the two systems. Customer's voltage at the point of interconnection will be the same as Company's system voltage.
2. Customer will be responsible for operating generators and all facilities owned by Customer, except as specified hereinafter. Customer will maintain its system in synchronization with Company's system.
3. Customer will be responsible for any damage done to Company's equipment due to failure of Customer's control, safety, or other equipment.
4. Suitable circuit breakers or similar equipment, as specified by Company, will be furnished by customer at a location designated by Company to enable the separation or disconnection of the two electrical systems. The circuit breakers, or similar equipment, will be operated only by Company personnel and will be accessible to the Company at all times.
5. Customer agrees to inform Company of any changes it wishes to make in its generating and/or associated facilities that is different from those initially installed and described to Company in writing and obtain prior approval from Company.
6. Customer agrees to reimburse Company, at the time of installation or over a period of up to three years, for any facilities required of Company to permit customer to operate interconnected. This applies initially as well as to any future such requirements. When interconnection costs are repaid over a period of time, the interest rate will be determined by the Company's most recent long-term rate issue at time of facility purchase.
7. Company will have the right to inspect and approve customer's facilities, described herein, and request and witness any tests necessary to determine that such facilities are installed and operating properly. However, the Company will have no obligation to inspect, witness tests or in any manner be responsible for customer's facilities or operation.
8. The customer assumes all responsibility for the electric service on the customer's premises at and from the point of delivery of electricity from the Company and for the wires and equipment used in connection therewith, and will protect and save the Company harmless from all claims for injury or damage to persons or property occurring on the customer's premises or at and from the point of delivery of electricity from the Company, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of the Company.
9. Company will install, own, and operate suitable metering equipment to determine KW capacity and KWH by time intervals supplied to Company by seller at a mutually agreed to location and seller agrees to pay Company their fixed cost on such meter as well as reimburse Company any expense of periodic tests and other expense such as, but not limited to, data translation as set forth above. Company and seller will have a right to witness any meter tests. The meter will be tested at intervals as prescribed by Commission Regulations.

## DUE DATE OF BILL

Any payment due from Company to Seller will be due within twenty (20) days from date of bill.

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# Old Dominion Power Company

INTERIM  
S.C.C. No. 13, Original Sheet No. 55.2

Standard Rate Rider

QF

Cogeneration and Small Power Producer

## TERMS AND CONDITIONS

- 1) Company will supply Supplemental Power to Customer upon written request at the rate that would apply if Customer had no qualifying cogeneration or small power production facilities.
- 2) Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.

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**Standard Rate Rider**

**NMS**

**Net Metering Service**

**APPLICABLE**

In all territory served.

**AVAILABILITY**

Available as a rider to customers for customer-owned renewable fuel generation used primarily to offset all or a portion of the customer's own electrical requirements. Total renewable generation shall be limited to 1% of Company's Virginia peak-load forecast for the previous year. Upon request, Company will provide the customer with the amount of renewable generation capacity available for interconnection. In any case where the customer has submitted a written Net Metering Program Notification Form which would cause the total renewable generation capacity to exceed 1%, Company shall provide written notification to the customer and the Division of Energy Regulation.

**DEFINITIONS**

"Electric Distribution Company" and "Energy Service Provider" means Old Dominion Power Company ("Company").

"Billing Period" means, as to a particular customer, the time period between the dates on which Company issues the particular customer's bills.

"Net Metering Customer" ("Customer") means a customer owning and operating or contracting with other persons to own or operate, or both, a renewable fuel generator under a net metering service agreement.

"Person" means any individual, corporation, partnership, association, company, business, trust, joint venture, or other private legal entity and the Commonwealth or any municipality.

"Renewable Fuel Generator" means an electric generating facility that:

1. has an alternating current capacity of not more than 10 kilowatts for residential customers and not more than 500 kilowatts for non-residential customers;
2. uses, as its total fuel source, a renewable energy (solar, wind, hydro, energy from waste, wave motion, tides, sustainable biomass, and geothermal) as defined by § 56-576 of the Code of Virginia;
3. Customer owns and operates or has contracted with other persons to own or operate, or both;
4. is located on Customer's premises and is connected to Customer's wiring on Customer's side of the interconnection with Company; and
5. is interconnected pursuant to a net metering arrangement and operated in parallel with Company's facilities.

"Net Metering Period" means each successive 12-month period beginning with the first meter reading date following the date of final interconnection of the Customer-owned renewable fuel generator with Company's facilities.

"Net Metering Service" means measuring the difference, over the net metering period, between electricity supplied by Company to Customer from the electric grid and the electricity generated and fed to Company's electric grid by Customer.

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**Standard Rate Rider**

**NMS**

**Net Metering Service**

**DEFINITIONS (continued)**

"Excess Generation" means the amount by which electricity generated by Customer-owned renewable fuel generator exceeds the electricity consumed by the net metering customer for the net metering period.

**METERING**

Net Metering Service shall be measured in accordance with standard metering practices by metering equipment capable of measuring (but not necessarily displaying) power flow in both directions. Net metering service shall be measured using a single meter or, as provided in 20 VAC 5-315-70, additional meters. Company shall not charge the net metering customer for metering except as is provided in VAC 5-315-50 and 5-315-70.

**TARIFFS**

Each contract or tariff governing the relationship between a net metering customer and Company shall be identical, with respect to rate structure, all retail rate components, and monthly charges, to the contract or rate structure under which that customer would have been served if the customer were not a net metering customer with the exception that time-of-use metering is not permitted. Said contract shall be applicable to electric energy both supplied to and consumed from the grid by that customer.

Upon written request of the net metering customer, Company shall enter into a purchase power agreement for one or more net metering periods to purchase the excess generation for the requested net metering periods beginning on and after July 1, 2007, at a price equal to the system-wide PJM day-ahead annual, simple average LMP, as published by the PJM Market Monitoring Unit, for the most recent calendar year ending on or before the end of each net metering period unless mutual agreement is reached on a higher price or the Commission establishes a different price or pricing methodology after notice and opportunity for hearing.

For net metering periods beginning July 1, 2007, through December 31, 2008, the written request for a purchase power agreement shall be submitted to Company by the net metering customer prior to the end of the net metering period. For net metering periods beginning on or after January 1, 2009, the written request for a purchase power agreement shall be submitted to Company by the net metering customer prior to the beginning of the net metering period.

**BILLING**

If electricity generated by the Customer and fed back to Company's system exceeds the electricity supplied to the Customer by Company during a net metering period, Customer shall receive no compensation from Company unless Customer has entered into a purchase power agreement with Company. If electricity generated by Customer and fed back to Company exceeds electricity supplied to Customer from Company during any billing period, Customer shall be required to pay only the non-usage sensitive charges for that billing period. Any excess net generation by Customer shall be accumulated, carried forward and applied at the first opportunity to any billing periods having positive net consumption. Any accumulated excess generation remaining unused at the end of a net metering period shall be carried forward into the next net metering period only to the extent that such excess generation carried forward does not exceed Customer's billed consumption for the current net metering period, adjusted to exclude excess generation carried forward and applied from the previous net metering period.

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**Standard Rate Rider**

**NMS**

**Net Metering Service**

**BILLING (continued)**

If electricity generated by the Customer and fed back to Company's system exceeds the electricity supplied to the Customer by Company during a net metering period and Customer has entered into a purchase power agreement with Company, Company shall make full payment to Customer within 30 days following the end of the net metering period. Customer has the option of accepting such payment in the form of a billing credit or a direct payment.

**NOTIFICATION**

For renewable fuel generators with an alternating capacity of 25 kilowatts or less, Customer shall submit a completed Net Metering Program Notification Form to Company at least 30 days prior to the date Customer intends to interconnect his generator to Company's facilities. Customer shall have all equipment necessary to complete the interconnection installed prior to such notification. Company shall have 30 days from the date of notification to determine whether the requirements contained in 20 VAC 5-315-40 have been met and shall file the completed verification form with the Division of Energy Regulation within thirty days of final connection. The date of notification shall be the third day following the mailing of the Net Metering Program Notification Form by Customer. Customer may interconnect his generator thirty-one days after the date of notification, and begin operation unless Company requests a waiver of this requirement under the provisions of 20 VAC 5-315-80, prior to the 31st day by simultaneously mailing a copy of the waiver request to Customer and the Division of Energy Regulation.

For renewable fuel generators with an alternating capacity greater than 25 kilowatts, Customer shall submit a completed Net Metering Program Notification Form to Company at least 60 days prior to the date Customer intends to interconnect his generator to Company's facilities. Customer shall have all equipment necessary to complete the interconnection installed prior to such notification. Company shall have 60 days from the date of notification to determine whether the requirements contained in 20 VAC 5-315-40 have been met and shall file the completed verification form with the Division of Energy Regulation within thirty days of final connection. The date of notification shall be the third day following the mailing of the Net Metering Program Notification Form by Customer. Customer may interconnect his generator sixty-one days after the date of notification, and begin operation unless Company requests a waiver of this requirement under the provisions of 20 VAC 5-315-80, prior to the 61st day by simultaneously mailing a copy of the waiver request to Customer and the Division of Energy Regulation.

**LIABILITY INSURANCE**

A customer with a generator with a rated capacity not exceeding 10 kilowatts shall maintain homeowners, commercial, or other insurance providing coverage in the amount of at least \$100,000 for the liability of the insured against loss arising out of the use of a generator, and for a generator with a rated capacity exceeding 10 kilowatts such coverage shall be in the amount of at least \$300,000.

**INTERCONNECTION GUIDELINES**

Customer shall operate their generating facilities in parallel with Company's system under the following conditions and any other conditions required by Company where unusual conditions arise not covered herein:

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Standard Rate Rider

NMS

Net Metering Service

## INTERCONNECTION GUIDELINES (continued)

1. Customer to own, install, and maintain, or contract with other persons to own, install, and maintain, all generating facilities on their premises. Such facilities shall include, but not be limited to, necessary control equipment to synchronize frequency, voltage, etc., between Customer's and Company's system as well as adequate protective equipment between the two systems. Customer's voltage at the point of interconnection will be the same as the Company's system voltage.
2. Customer will be responsible for operating generators and all facilities owned by Customer or contracting with other persons for operating generators and all facilities owned by Customer, except as specified hereinafter. Customer will maintain its system in synchronization with Company's system.
3. Customer will be responsible for any damage done to Company's equipment due to failure of Customer's control, safety, or other equipment.
4. A suitable lockable, Company-accessible, load-breaking manual disconnect switch or similar equipment, as specified by Company, will be furnished by Customer at a location designated by Company to enable the separation or disconnection of the two electrical systems. The load-breaking manual disconnect switch will be accessible to the Company at all times.
5. Customer agrees to inform Company of any changes it wishes to make in its generating or associated facilities that are different from those initially installed and described to Company in writing and obtain prior approval from Company.
6. Company will have the right to inspect and approve Customer's facilities, described herein, and conduct any tests necessary to determine that such facilities are installed and operating properly. However, the Company will have no obligation to inspect, witness tests, or in any manner be responsible for Customer's facilities or operation.
7. Customer assumes all responsibility for the electric service on Customer's premises at and from the point of delivery of electricity from Company and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of Company.
8. If Customer has contracted with other persons to own, operate, or both, the renewable fuel generator, Customer must supply accurate information for the owner, operator, or both, including, without limitation, the name and title of one or more individuals responsible for the interconnection and operation of the generator, a telephone number, a physical street address other than a post office box, a fax number, and an e-mail address for each person or persons. Customer shall immediately notify the Company of any changes in the ownership of, operational control for, or contact information for the generator.
9. Company may install additional controls or meters, or conduct additional tests as it may deem necessary.

## CONDITIONS OF INTERCONNECTION

A customer may begin operation of his generator on an interconnected basis when all of the following have been satisfied:

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Standard Rate Rider

NMS

Net Metering Service

**CONDITIONS OF INTERCONNECTION (continued)**

1. The customer has properly notified the company of his intent to interconnect by submission of the completed Net Metering Program Notification Form.
2. The net metering customer has installed a lockable, company-accessible, load-breaking manual disconnect switch.
3. A licensed electrician has certified, by signing the Company Net Metering Program Notification Form, that any required manual disconnect switch has been installed properly and that the generator has been installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code.
4. By signing the Company Net Metering Program Notification Form, the vendor has certified that the generator being installed is in compliance with the requirements established by Underwriters Laboratories, or other national testing laboratories.
5. The customer has had the inverter settings inspected by the company, if the generator is a static inverter-connected generator with an alternating current capacity in excess of 10 kilowatts. The Company may impose a fee on the customer of no more than \$50 for such inspection.
6. For non-static inverter-connected generators, the customer has interconnected according to Company's interconnection guidelines and Company has inspected all protective equipment settings. Company may impose a fee on the customer of no more than \$50 for such inspection.
7. For renewable fuel generators with an alternating current capacity greater than 25 kilowatts, interconnection will not be permitted if:
  - a) the interconnection could reasonably be expected to lead to damage to Company's facilities or to lead to voltage regulation or power quality problems at other customers' meters, unless Customer reimburses Company for the cost required to modify Company's facilities to accommodate the interconnection;
  - b) the capacity of the generator is more than the capacity of Company-owned secondary, service, and entrance cable(s) connected at the point of interconnection, unless Customer reimburses Company for the cost required to modify Company's facilities to accommodate the interconnection;
  - c) the capacity of the generator has the ability to overload Company-owned transformer, or any transformer winding, beyond manufacturer or nameplate rating, unless Customer reimburses Company for the cost required to modify Company's facilities to accommodate the interconnection;
  - d) the grounding scheme of the generator does not comply with IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems, July 2003 or is inconsistent with Company's grounding scheme (if requested, Company will assist Customer in selecting an appropriate grounding scheme); or
  - e) the generator creates a voltage imbalance of more than 3.0% at any other customer's meter if Company's transformer, with the secondary connected to the point of interconnection, is a three-phase transformer, unless Customer reimburses Company for the cost required to modify Company's facilities to accommodate the interconnection.

**RULES AND REGULATIONS**

Except as provided herein, service will be provided under the Company's Rules and Regulations or Terms and Conditions.

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Standard Rate Rider

NMS

Net Metering Service

**Net Metering Program Notification Form**

**INTERCONNECTION NOTIFICATION**

PURSUANT TO COMMISSION REGULATION 20 VAC 5-315-30,  
APPLICANT HEREBY GIVES NOTICE OF INTENT TO OPERATE A GENERATING FACILITY.

**Section 1. Applicant Information**

Name: \_\_\_\_\_  
Mail Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Facility Location (if different from above): \_\_\_\_\_  
Daytime Phone Number: \_\_\_\_\_  
Distribution Utility: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Energy Service Provider (ESP): \_\_\_\_\_ Account Number: \_\_\_\_\_  
(if different than the electric distribution company)

**Section 1(a). Owner Information, if different from Section 1.**

Name: \_\_\_\_\_  
Mail Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Facility Location (if different from above): \_\_\_\_\_  
Daytime Phone Number: \_\_\_\_\_

**Section 1(b). Operator Information, if Different from Section 1 and/or Section 1(a).**

Name: \_\_\_\_\_  
Mail Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Facility Location (if different from above): \_\_\_\_\_  
Daytime Phone Number: \_\_\_\_\_

**Section 2. Generating Facility Information**

Generator Type (check one): Solar \_\_\_\_\_, Wind \_\_\_\_\_, Hydro \_\_\_\_\_, Other \_\_\_\_\_  
Generator Manufacturer, Model Name & Number: \_\_\_\_\_  
Power Rating in Kilowatts: AC: \_\_\_\_\_ DC: \_\_\_\_\_  
Inverter Manufacturer, Model Name & Number: \_\_\_\_\_  
Battery Backup? (yes or no) \_\_\_\_\_

**Section 3. Information for Renewable Fuel Generators with an Alternating Current Capacity in Excess of 25 Kilowatts**

Type (\_\_\_\_ inverter, \_\_\_\_ induction, \_\_\_\_ synchronous), frequency \_\_\_\_\_ Hz, number of phases \_\_\_\_\_, Capacity:  
DC power \_\_\_\_\_, AC apparent power \_\_\_\_\_, AC real power \_\_\_\_\_, power factor \_\_\_\_\_%, AC voltage \_\_\_\_\_, AC amperage \_\_\_\_\_

**Section 4. Vendor Certification**

1. The system hardware is listed by Underwriters Laboratories to be in compliance with UL 1741:  
Signed (Vendor): \_\_\_\_\_ Date: \_\_\_\_\_  
Name (printed): \_\_\_\_\_ Company: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Section 5. Electrician Certification**

The system has been installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code.  
Signed (Licensed Electrician): \_\_\_\_\_ Date: \_\_\_\_\_  
License Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Mail Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Utility signature signifies only receipt of this form, in compliance with the Commission's net energy metering regulations, Regulation 20 VAC 5-315-30.  
Signed (Utility Representative): \_\_\_\_\_  
Date: \_\_\_\_\_

I hereby certify that, to the best of my knowledge, all of the information provided in this Notice is true and correct.

Signature of Applicant \_\_\_\_\_

<sup>1</sup> Prospective net metering customers considering installing a renewable fuel generator with a capacity in excess of 25 kilowatts are strongly encouraged to contact their electric distribution company prior to making financial commitments to the project.

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# Old Dominion Power Company

INTERIM  
S.C.C. No. 13, Original Sheet No. 60

Standard Rate Rider

EF

## Excess Facilities

### APPLICABILITY

In all territory served.

### AVAILABILITY OF SERVICE

This rider is available for nonstandard service facilities which are considered to be in excess of the standard facilities that would normally be provided by Company. This rider does not apply to line extensions or to other facilities which are necessary to provide basic electric service. Company reserves the right to decline to provide service hereunder for any project (a) that exceeds \$100,000 or (b) where Company does not have sufficient expertise to install, operate, or maintain the facilities or (c) where the facilities do not meet Company's safety requirements, or (d) where the facilities are likely to become obsolete prior to the end of the initial contract term.

### DEFINITION OF EXCESS FACILITIES

Excess facilities are lines and equipment which are installed in addition to or in substitution for the normal facilities required to render basic electric service. Applications of excess facilities include, but are not limited to, emergency backup feeds, automatic transfer switches, redundant transformer capacity, and duplicate or check meters.

### EXCESS FACILITIES CHARGE

Customer shall pay for excess facilities by either (i) making a monthly excess facilities charge covering the cost of the leased facilities or (ii) making a one-time contribution-in-aid-of-construction (CIAC) payment and a monthly excess facilities charge associated with the operating expenses and expected replacement costs of the facilities.

For leased facilities, the customer shall pay a monthly Excess Facilities charge equal to the following percentage applied to the original installed cost of the facilities provided by the Company:

(i) Monthly Charge for Leased Facilities	2.11%
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For facilities supported by a CIAC Payment, the customer shall pay a monthly Excess Facilities charge equal to the following percentage applied to the original installed cost of the facilities provided by the Company:

(ii) Monthly Charge for Facilities Supported by a one-time CIAC payment	1.16%
---	-------

Company shall provide normal operation and maintenance of the excess facilities. Should the facilities suffer catastrophic failure, Company will provide for replacement of such facilities and the monthly charge will be adjusted to reflect the installed cost of the replacement facilities.

### PAYMENT

The Excess Facilities Charges shall be incorporated with the bill for electric service and will be subject to the same payment provisions.

### TERM OF CONTRACT

The initial term of contract to the customer under this schedule shall be not less than five (5) years. The term shall continue automatically until terminated by either party upon at least one (1) month's written notice.

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**Standard Rate Rider**

**IFL**

**Rider for Intermittent and Fluctuating Loads**

**APPLICABLE**

In all territory served.

**AVAILABILITY OF SERVICE**

This schedule applies to all loads having a detrimental effect upon the electric service rendered to other customers of Company or upon Company's facilities.

Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company, in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other desirable electrical characteristics produced by the Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if the Customer's use of Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to the Customer. Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at the Customer's expense.

**RATE**

1. A contribution in aid of construction or an excess facilities charge shall be required for all special or added facilities, if any, necessary to serve such loads, as provided under the Excess Facilities Rider.
2. Plus the charges provided for under the rate schedule applicable, including any customer charge if applicable, energy charge, maximum load charge (if load charge rate is used), fuel clause and the minimum under such rate adjusted in accordance with (a) or (b) herein.
  - (a) If rate schedule calls for a minimum based on the total kW of connected load, each kVA of such special equipment shall be counted as one kW connected load for minimum billing purposes.
  - (b) If rate schedule calls for a minimum based on the 15-minute integrated load, and such loads operate only intermittently so that the kW registered on a standard 15-minute integrated demand meter is small in comparison to the instantaneous load such equipment is capable of imposing, each kVA of such special equipment shall be counted as one-third kW load for minimum billing purposes.

**MINIMUM CHARGE**

As determined by this Rider and the Rate Schedule to which it is attached.

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**Standard Rate Rider**

**TS**

**Temporary and/or Seasonal Electric Service**

**APPLICABLE**

In all territory served.

**AVAILABILITY OF SERVICE**

This rider is available at the option of Customer where Customer's business is of such nature to require:

1. only seasonal service or temporary service, including service provided for construction of residences or commercial buildings, and where in the judgment of Company the local and system electrical facility capacities are adequate to serve the load without impairment of service to other customers; or
2. where Customer has need for temporary use of Company facilities and Company has facilities it is willing to provide.

This service is available for not less than one (1) month (approximately thirty (30) days), but when service is used longer than one (1) month, any fraction of a month's use will be prorated for billing purposes.

**CONDITIONS**

Company may permit such electric loads to be served on the rate schedule normally applicable, but without requiring a yearly contract and minimum, substituting therefor the following conditions and agreements:

1. Customer to pay Company for all costs of making temporary connections, including cost of installing necessary transformers, meters, poles, wire and any other material, and any cost of material which cannot be salvaged, and the cost of removing such facilities when load has ceased.
2. Customer to pay regular rate of the electric rate schedule applicable.
3. Where Customer is receiving service under a standard rate and has need for temporary use of Company facilities, Customer will pay for non-savable materials outlined in (1) above at the Carrying Cost Charge specified on the Excess Facilities Rider, Sheet No. 60.

**Date of Issue: October 21, 2009**

**Date Effective: November 1, 2009**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Norton, Virginia**

# Old Dominion Power Company

INTERIM  
S.C.C. No. 13, Original Sheet No. 85

Adjustment Clause	LFF						
Levelized Fuel Factor							
<b>APPLICABLE</b>							
In all territory served.							
<b>AVAILABILITY</b>							
This schedule is mandatory to all electric rate schedules including kWh sales and an energy charge as a part of the service provided.							
<b>RATE</b>							
In conformance with Sections 56-249.6 and 58.1 of the Code of Virginia and SCC of Virginia Order dated May 11, 2009, in Case No. PUE 2009-00008, the charge per KWH delivered under the rate schedules to which this schedule is applicable shall be increased to recognize the fuel component of \$0.03213 per KWH effective with service rendered on and after May 21, 2009, and calculated as follows:							
<b>FUEL COMPONENT</b>							
Fuel Component =	$\frac{\text{12 Months Beginning 4/1/09 Jurisdictional Fuel Expense}}{\text{12 Months Beginning 4/1/09 Va. Jurisdictional KWH Sales}}$						
Less	$\frac{\text{Va. Jurisdictional Under-Recovery Balance Component To Be Collected through 3/31/10}}{\text{12 Months Beginning 4/1/09 Va. Jurisdictional KWH Sales}}$						
=	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>\$26,437,941</u></td> <td style="text-align: center;">-</td> <td style="text-align: center;"><u>&lt;\$2,257,273&gt;</u></td> </tr> <tr> <td style="text-align: center;">893,025,965 KWH</td> <td></td> <td style="text-align: center;">893,025,965 KWH</td> </tr> </table>	<u>\$26,437,941</u>	-	<u>&lt;\$2,257,273&gt;</u>	893,025,965 KWH		893,025,965 KWH
<u>\$26,437,941</u>	-	<u>&lt;\$2,257,273&gt;</u>					
893,025,965 KWH		893,025,965 KWH					
=	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">\$0.02960/KWH</td> <td style="text-align: center;">-</td> <td style="text-align: center;">&lt;\$0.00253&gt;/KWH</td> </tr> </table>	\$0.02960/KWH	-	<\$0.00253>/KWH			
\$0.02960/KWH	-	<\$0.00253>/KWH					
=	\$0.03213/KWH						

Date of Issue: May 14, 2009

Date Effective: With Service Rendered On and After May 21, 2009    Refiled: October 21, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Norton, Virginia

## TERMS AND CONDITIONS

### General

#### COMMISSION RULES AND REGULATIONS

All electric service supplied by Company shall be in accordance with the applicable rules and regulations of the Virginia State Corporation Commission.

#### COMPANY TERMS AND CONDITIONS

In addition to the rules and regulations of the Commission, all electric service supplied by Company shall be in accordance with these Terms and Conditions, which shall constitute a part of all applications and contracts for service.

#### RATES, TERMS AND CONDITIONS ON FILE

A copy of the rate schedules, terms, and conditions under which electric service is supplied is on file with the Virginia State Corporation Commission. A copy of such rate schedules, terms and conditions, together with the law, rules, and regulations of the Commission, is available for public inspection in each office of Company where bills may be paid.

#### ASSIGNMENT

No order for service, agreement or contract for service may be assigned or transferred without the written consent of Company.

#### RENEWAL OF CONTRACT

If, upon the expiration of any service contract for a specified term, the customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed for successive periods of one (1) year each, subject to termination at the end of any year upon thirty (30) days prior written notice by either party.

#### AGENTS CANNOT MODIFY AGREEMENT WITHOUT CONSENT OF VA. S.C.C.

No agent has power to amend, modify, alter, or waive any of these Terms and Conditions, or to bind Company by making any promises or representations not contained herein.

#### SUPERSEDE PREVIOUS TERMS AND CONDITIONS

These Terms and Conditions supersede all terms and conditions under which Company has previously supplied electric service.

**Date of Issue: October 21, 2009**

**Date Effective: November 1, 2009**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Norton, Virginia**

*This rate will not be placed into effect nor replace the current equivalent S.C.C. No. 12 rate pending final approval in PUE-2009-00029 by the SCC.*

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**TERMS AND CONDITIONS**  
**Customer Responsibilities**

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## **APPLICATION FOR SERVICE**

A written application or contract, properly executed, may be required before Company is obligated to render electric service. Company shall have the right to reject for valid reasons any such application or contract.

All applications for service shall be made in the legal name of the party desiring the service.

Where an unusual expenditure for construction or equipment is necessary or where the proposed manner of using electric service is clearly outside the scope of Company's standard rate schedules, Company may establish special contracts giving effect to such unusual circumstances. Customer accepts that non-standard service may result in the delay of required maintenance or, in the case of outages, restoration of service.

## **TRANSFER OF APPLICATION**

Applications for electric service are not transferable and new occupants of premises will be required to make application for service before commencing the use of electricity. Customers who have been receiving electric service shall notify Company when discontinuance of service is desired, and shall pay for all electric service furnished until such notice has been given and final meter readings made by Company.

## **OPTIONAL RATES**

If two or more rate schedules are available for the same class of service, it is Customer's responsibility to determine the options available and to designate the schedule under which he desires to receive service.

Company will, at any time, upon request, advise any customer as to the most advantageous rate for existing or anticipated service requirements as defined by the customer, but Company does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected.

In those cases in which the most favorable rate is difficult to predetermine, Customer will be given the opportunity to change to another schedule, unless otherwise prevented by the rate schedule under which Customer is currently served, after trial of the schedule originally designated; however, after the first such change, Company shall not be required to make a change in schedule more often than once in twelve (12) months.

From time to time, Customer should investigate his operating conditions to determine a desirable change from one available rate to another. Company, lacking knowledge of changes that may occur at any time in Customer's operating conditions, does not assume responsibility that Customer will at all times be served under the most beneficial rate.

In no event will Company make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same class of service.

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**TERMS AND CONDITIONS**  
**Customer Responsibilities**

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**CUSTOMER'S EQUIPMENT AND INSTALLATION**

Customer shall furnish, install, and maintain at his expense all electrical apparatus and wiring to connect with Company's service drop or service line. All such apparatus and wiring shall be installed and maintained in conformity with applicable statutes, laws or ordinances and with the rules and regulations of the constituted authorities having jurisdiction. Customer shall not install wiring or connect and use any motor or other electricity-using device which in the opinion of Company is detrimental to its electric system or to the service of other customers of Company. Company assumes no responsibility whatsoever for the condition of Customer's electrical wiring, apparatus, or appliances, nor for the maintenance or removal of any portion thereof.

In the event Customer builds or extends its own transmission or distribution system over property Customer owns, controls, or has rights to, and said system extends or may extend into the service territory of another utility company, Customer will notify Company of their intention in advance of the commencement of construction.

**OWNER'S CONSENT TO OCCUPY**

Customer shall grant easements and rights-of-way on and across Customer's property at no cost to Company.

**ACCESS TO PREMISES AND EQUIPMENT**

Company shall have the right of access to Customer's premises at all reasonable times for the purpose of installing, meter reading, inspecting, repairing, or removing its equipment used in connection with its supply of electric service or for the purpose of turning on and shutting off the supply of electricity when necessary and for all other proper purposes. Customer shall not construct or permit the construction of any structure or device which will restrict the access of Company to its equipment for any of the above purposes.

**PROTECTION OF COMPANY'S PROPERTY**

Customers will be held responsible for tampering, interfering with, breaking of seals of meters, or other equipment of Company installed on Customer's premises, and will be held liable for same according to law. Customer hereby agrees that no one except the employees of Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of Company.

**POWER FACTOR**

Company installs facilities to supply power to Customer at or near unity power factor.

Company expects any customer to use apparatus which shall result in a power factor near unity. However, Company will permit the use of apparatus which shall result, during normal operation, in a power factor not lower than 90 percent either lagging or leading.

Where Customer's power factor is less than 90 percent, Company reserves the right to require Customer to furnish, at his own expense, suitable corrective equipment to maintain a power factor of 90 percent or higher.

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**TERMS AND CONDITIONS**  
**Customer Responsibilities**

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**EXCLUSIVE SERVICE ON INSTALLATION CONNECTED**

Except in cases where Customer has a contract with Company for reserve or auxiliary service, no other electric light or power service will be used by Customer on the same installation in conjunction with Company's service, either by means of a throw-over switch or any other connection.

**LIABILITY**

Customer assumes all responsibility for the electric service upon Customer's premises at and from the point of delivery of electricity and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of Company.

**NOTICE TO COMPANY OF CHANGES IN CUSTOMER'S LOAD**

The service connections, transformers, meters, and appurtenances supplied by Company for the rendition of electric service to its customers have a definite capacity which may not be exceeded without damage. In the event that Customer contemplates any material increase in his connected load, whether in a single increment or over an extended period, he shall immediately give Company written notice of this fact so as to enable it to enlarge the capacity of such equipment. In case of failure to give such notice Customer may be held liable for any damage done to meters, transformers, or other equipment of Company caused by such material increase in Customer's connected load.

**PERMITS**

Customer shall obtain or cause to be obtained all permits, easements, or certificates, except street permits, necessary to give Company or its agents access to Customer's premises and equipment and to enable its service to be connected therewith. In case Customer is not the owner of the premises or of intervening property between the premises and Company's distribution lines the customer shall obtain from the proper owner or owners the necessary consent to the installation and maintenance in said premises and in or about such intervening property of all such wiring or other customer-owned electrical equipment as may be necessary or convenient for the supply of electric service to customer. Provided, however, to the extent permits, easements, or certificates are necessary for the installation and maintenance of Company-owned facilities, Company shall obtain the aforementioned consent.

The construction of electric facilities to provide service to a number of customers in a manner consistent with good engineering practice and the least public inconvenience sometimes requires that certain wires, guys, poles, or other appurtenances on a customer's premises be used to supply service to neighboring customers. Accordingly, each customer taking Company's electric service shall grant to Company such rights on or across his or her premises as may be necessary to furnish service to neighboring premises, such rights to be exercised by Company in a reasonable manner and with due regard for the convenience of Customer.

**Date of Issue: October 21, 2009**

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**TERMS AND CONDITIONS**  
**Customer Responsibilities**

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**PERMITS** (continued)  
Company shall make or cause to be made application for any necessary street permits, and shall not be required to supply service under Customer's application until a reasonable time after such permits are granted.

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**TERMS AND CONDITIONS**  
**Company Responsibilities**

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**METERING**

The electricity used will be measured by a meter or meters to be furnished and installed by Company at its expense and all bills will be calculated upon the registration of said meters. When service is supplied by Company at more than one delivery point on the same premises, each delivery point will be metered and billed separately on the rate applicable. Meters include all measuring instruments. Meters will be located outside whenever possible. Otherwise, meters will be located as near as possible to the service entrance and on the ground floor of the building, in a clean, dry, safe and easily accessible place, free from vibration, agreed to by Company.

**POINT OF DELIVERY OF ELECTRICITY**

The point of delivery of electrical energy supplied by Company shall be at the point, as designated by Company, where Company's facilities are connected with the facilities of Customer, irrespective of the location of the meter.

**EXTENSION OF SERVICE**

The main transmission line of Company, of branches thereof, will be extended to such points as provide sufficient load to justify such extensions or in lieu of sufficient load, Company may require such definite and written guarantees from a customer, or group of customers, in addition to any minimum payments required by the Tariff as may be necessary. This requirement may also be made covering the repayment, within a reasonable time, of the cost of tapping such existing lines for light or power service or both.

**COMPANY'S EQUIPMENT AND INSTALLATION**

Company will furnish, install, and maintain at its expense the necessary overhead service drop or service line required to deliver electricity at the voltage contracted for, to Customer's electric facilities.

Company will furnish, install, and maintain at its expense the necessary meter or meters. (The term meter as used here and elsewhere in these rules and regulations shall be considered to include all associated instruments and devices, such as current and potential transformers, installed for the purpose of measuring deliveries of electricity to Customer.) Suitable provision for Company's meter, including an adequate protective enclosure for the same if required, shall be made by Customer. Title to the meter shall remain in Company, with the right to install, operate, maintain, and remove same. Customer shall protect such property of Company from loss or damage, and no one who is not an agent of Company shall be permitted to remove, damage, or tamper with the same. Customer shall execute such reasonable form of easement agreement as may be required by Company.

A reasonable time shall be allowed subsequent to Customer's service application to enable Company to construct or install the facilities required for such service. In order that Company may make suitable provision for enlargement, extension or alteration of its facilities, each applicant for commercial or industrial service shall furnish Company with realistic estimates of prospective electricity requirements.

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**TERMS AND CONDITIONS**  
**Company Responsibilities**

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**COMPANY NOT LIABLE FOR INTERRUPTIONS**

Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.

**COMPANY NOT LIABLE FOR DAMAGE ON CUSTOMER'S PREMISES**

Company is merely a supplier of electricity delivered to the point of connection of Company's and Customer's facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of Customer or of third persons resulting from the presence, use or abuse of electricity on Customer's premises or resulting from defects in or accidents to any of Customer's wiring, equipment, apparatus, or appliances, or resulting from any cause whatsoever other than the negligence of Company

**LIABILITY**

In no event shall Company have any liability to Customer or any other party affected by the electrical service to Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to Customer or any other party. In the event that the customer's use of Company's service causes damage to Company's property or injuries to persons, Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.

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## TERMS AND CONDITIONS

### Character of Service

Electric service, under the rate schedules herein, will be 60 cycle, alternating current delivered from Company's various load centers and distribution lines at typical nominal voltages and phases, as available in a given location, as follows:

#### SECONDARY VOLTAGES

Residential Service -

Single phase 120/240 volts three-wire service or 120/208Y volts three-wire where network system is available.

Non-Residential Service -

- 1) Single phase 120/240 volts three-wire service or 120/208Y volts where network system is available.
- 2) Three phase 240 volts three-wire, 480 volts three-wire, 120-208Y volts four-wire, or 277/480Y four-wire.

#### PRIMARY VOLTAGES

According to location, 2,400/4160Y volts, 7,200/12,470Y volts, 13,800 volts, 22,000 volts, or 34,500 volts

#### TRANSMISSION VOLTAGES

According to location, 69,000 volts, 138,000 volts, or 345,000 volts.

The voltage available to any individual customer shall depend upon the voltage of Company's lines serving the area in which Customer's electric load is located.

#### VOLTAGE VARIATIONS

1. Company will endeavor to supply voltages within the following limits:
  - a) For electricity supplied for residential service in urban areas, the variation from nominal voltage to minimum voltage will not be more than five (5) percent of the nominal voltage and the variation from nominal voltage to maximum voltage will not be more than five (5) percent of the nominal voltage.
  - b) For electricity supplied for residential service in all other areas, the variation from nominal voltage to minimum voltage will not be more than seven and a half (7.5) percent of the nominal voltage and the variation from nominal voltage to maximum voltage will not be more than seven and a half (7.5) percent of the nominal voltage.
  - c) For electricity supplied for other services, the variation from nominal voltage to minimum voltage will not be more than seven and a half (7.5) percent of the nominal voltage and the variation from nominal voltage to maximum voltage will not be more than seven and a half (7.5) percent of the nominal voltage.
2. Variations in voltage in excess of those specified arising from causes beyond the control of Company shall not be considered a violation of this schedule.
3. The following definitions apply to the terms used above.
  - a) Nominal Voltage - the reference level of service voltage
  - b) Maximum Voltage - the greatest 5-minute mean or average voltage
  - c) Minimum Voltage - the least 5-minute mean or average voltage
  - d) Urban Areas - an area of concentrated electric loads. Generally, cities and towns having population of approximately 2,500 or more

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**TERMS AND CONDITIONS**  
**Residential Rate Specific Terms and Conditions**

Residential electric service is available for uses customarily associated with residential occupation, including lighting, cooking, heating, cooling, refrigeration, household appliances, and other domestic purposes.

1. Residential rates are based on service to single family units and are not applicable to multi-family dwellings served through a single meter. Where two or more families occupy a residential building, Company will require, as a condition precedent to the application of the residential rate, that the wiring in the building be so arranged as to permit each family to be served through a separate meter. In those cases where such segregation of wiring would involve undue expense to Customer, Company will allow service to two or more families to be taken through one meter, but in this event the minimum bills of the applicable residential rate shall be multiplied by the number of families thus served, such number of families to be determined on the basis of the number of kitchens in the building. At Customer's option, in lieu of the foregoing, electric service rendered to a multi-family residential building through a single meter will be classified as commercial and billed on the basis of service to one customer at an appropriate non-residential rate.
2. Single family unit service shall include usage of electric energy customarily incidental to home occupations, such as the office of a physician, surgeon, dentist, musician or artist when such occupation is carried on by Customer in his residence.
3. A residential building used by a single family as a home, which is also used to accommodate roomers or boarders for compensation, will be billed at the residential rate provided it does not exceed twelve (12) rooms in size. Such a residential building of more than twelve (12) rooms used to accommodate roomers or borders for compensation will be classified as commercial and billed on the appropriate rate. In determining the room rating of rooming and boarding houses, all wired rooms shall be counted except hallways, vestibules, alcoves, closets, bathrooms, lavatories, garrets, attics, storage rooms, trunk rooms, basements, cellars, porches and private garages.
4. Service used in residential buildings occupied by fraternity or sorority organizations associated with educational institutions will be classified as residential and billed at the residential rate.
5. Where both residential and general or commercial classes of service are supplied through a single meter, such combined service shall be billed at the appropriate non-residential rate. Customer may arrange his wiring so as to separate the general service from the residential service, in which event two meters will be installed by Company and separate residential and general service rates applied to the respective classes of service.
6. If Customer's barns, pump house or other outbuildings are located at such distance from his residence as to make it impracticable to supply service thereto through his residential meter, the separate meter required to measure service to such remotely located buildings will be considered a separate service contract and billed as a separate customer on the applicable non-residential rate.

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**TERMS AND CONDITIONS**  
**Residential Rate Specific Terms and Conditions**

7. Single-phase power service used for domestic purposes will be permitted under Residential Rate RS when measured through the residential meter subject to the conditions set forth below:
- (a) Single-phase motors may be served at 120 volts if the locked-rotor current at rated voltage does not exceed 50 amperes. Motors with locked-rotor current ratings in excess of 50 amperes must be served at 240 volts.
  - (b) Single-phase motors of new central residential cooling installations with total locked-rotor ratings of not to exceed 125 amperes (inclusive of any auxiliary motors arranged for simultaneous starting with the compressor) may be connected for across-the-line starting provided the available capacity of Company's electric distribution facilities at desired point of supply is such that, in Company's judgment, the starting of such motors will not result in excessive voltage dips and undue disturbance of lighting service and television reception of nearby electric customers. However, except with Company's express written consent, no new single-phase central residential cooling unit having a total lock-rotor rating in excess of 125 amperes inclusive of auxiliary motors arranged for simultaneous starting with the compressor) shall hereafter be connected to Company's lines, or be eligible for electric service therefrom, unless it is equipped with an approved type of current-limiting device for starting which will reduce the initial and incremental starting current inrush to a maximum of 100 amperes per step. Company shall be furnished with reasonable advance notice of any proposed central residential cooling installation.
  - (c) In the case of multi-motored devices arranged for sequential starting of the motors, the above rules are considered to apply to the locked-rotor currents of the individual motors; if arranged for simultaneous starting of the motors, the rules apply to the sum of the locked-rotor currents of all motors so started.
  - (d) Any motor or motors served through a separate meter will be billed as a separate customer.

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## TERMS AND CONDITIONS

### Billing

#### **METER READINGS AND BILLS**

All bills will be based upon meter readings made in accordance with Company's meter reading schedule. Company, except if prevented by reasons beyond its control, shall read customers meters at least quarterly, except that customer-read meters shall be read at least once during the calendar year.

In the case of opening and closing bills when the total period between regular and special meter readings is less than thirty days, the minimum charges of the applicable rate schedules will be prorated on the basis of the ratio of the actual number of days in such period to thirty days.

When Company is unable to read Customer's meter after reasonable effort, or when Company experiences circumstances which make actual meter readings impossible or impracticable, Customer may be billed on an estimated basis and the billing will be adjusted as necessary when the meter is read.

In the event Company's meter fails to register properly by reason of damage, accident, etc., Company shall have the right to estimate Customer's consumption during the period of failure on the basis of such factors as Customer's connected load, heating degree days, and consumption during a previous corresponding period and during a test period immediately following replacement of the defective meter.

Bills are due and payable at the office of Company during business hours, or at other locations designated by Company, within twenty (20) days from date of rendition thereof. If full payment is not received by the due date of the bill, a late payment charge of 1.5% will be assessed on the current month's charges.

Failure to receive a bill does not exempt Customer from these provisions of Company's Terms and Conditions.

#### **READING OF SEPARATE METERS NOT COMBINED**

For billing purposes, each meter upon Customer's premises will be considered separately and readings of two (2) or more meters will not be combined except where Company's operating convenience requires the installation of two (2) or more meters upon Customer's premises instead of one (1) meter.

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**TERMS AND CONDITIONS**

**Billing**

**MONITORING OF CUSTOMER USAGE**

In order to detect unusual deviations in individual customer consumption, Company will monitor the usage of each customer at least once annually. Should an unusual deviation in Customer's consumption be found which cannot be attributed to a readily identified cause, Company will perform a detailed analysis of Customer's meter reading and billing records. If the cause for the usage deviation cannot be determined from analysis of Customer's meter reading and billing records, Company will contact Customer by telephone or in writing to determine whether there have been changes such as different number of household members or work staff, additional or different appliances, changes in business volume, or known leaks in Customer's service line. Where the deviation is not otherwise explained, Company will test Customer's meter to determine whether it shows an average error greater than two (2) percent fast or slow. Company will notify Customer of the investigation, its findings, and any refunds or back-billing. In addition to the annual monitoring, Company will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading or billing processes or customer inquiry.

**RESALE OF ELECTRIC ENERGY**

Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on the Customer's premises, or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.

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## TERMS AND CONDITIONS

### Deposits

#### GENERAL

- 1) Company may require a cash deposit or other guaranty from customers to secure payment of bills.
- 2) Deposits may be required from all customers not meeting satisfactory credit and payment criteria. Satisfactory credit for customers will be determined by utilizing independent credit sources (primarily utilized with new customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.
  - a) Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit/financial watch services.
  - b) Satisfactory payment criteria with Company may be established by paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service.
- 3) Company may offer customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first four (4) normal billing periods. Service may be refused or discontinued for failure to pay and/or maintain the requested deposit.
- 4) Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills, except that no refund or credit will be made if Customer's bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to Customer's bill prior to twelve (12) months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer.

#### RESIDENTIAL

- 1) Residential customers are those customers served under Residential Service, Sheet No. 5.
- 2) The deposit for a residential customer is in the amount of \$150.00 which is calculated as 2/12 of the average annual usage of the residential rate class.
- 3) Company will retain Customer's deposit for a period not to exceed twelve (12) months, provided Customer has met satisfactory payment and credit criteria.
- 4) If Customer fails to maintain a satisfactory payment or credit record, or otherwise become a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

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## TERMS AND CONDITIONS

### Deposits

#### GENERAL SERVICE

- 1) General service customers are those customers served under General Service, Sheet No. 10.
- 2) The deposit for a general service customer shall not exceed 2/12 of Customer's actual or estimated annual bill.
- 3) Company shall retain Customer's deposit for a period not to exceed 2 years, provided Customer has met satisfactory payment criteria, as defined on Sheet No. 102, Item 2(b) under GENERAL.
- 4) If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

#### OTHER SERVICE

- 1) The deposit for all other customers, those not classified herein as residential or general service, shall not exceed 2/12 of Customer's actual or estimated annual bill.
- 2) Company shall retain Customer's deposit for a period not to exceed 2 years, provided Customer has met satisfactory payment criteria, as defined on Sheet No. 102, Item 2(b) under GENERAL.
- 3) If Customer fails to maintain a satisfactory payment or credit record, or otherwise become a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

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**TERMS AND CONDITIONS**  
**Budget Payment Plan**

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Company's Budget Payment Plan is available to any residential customer or general service customer. Under this plan, a customer may elect to pay, each month, a budgeted amount in lieu of billings for actual usage. A customer may enroll in this plan at any time.

The budgeted amount will be determined by Company and will be based on one-twelfth of Customer's usage for either an actual or estimated twelve (12) months. The budgeted amount will be subject to review and adjustment by Company at any time during Customer's budget year. If actual usage indicates Customer's account will not be current with the final payment in Customer's budget year, Customer will be required to pay their Budget Payment Plan account to \$0 prior to the beginning of the customer's next budget year.

If a customer fails to pay bills as agreed under the Budget Payment Plan, Company reserves the right to remove the customer from the plan, restore the customer to regular billing, and require immediate payment of any deficiency. A customer removed from the Budget Payment Plan for non-payment may be prohibited from further participation in the plan for twelve (12) months.

Failure to receive a bill in no way exempts a customer from the provisions of these terms and conditions.

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## TERMS AND CONDITIONS

### Discontinuance of Service

Company shall have the right to refuse or discontinue to serve an applicant or customer under the following conditions:

- A. When Company's or Commission's rules and regulations have not been complied with. However, service may be discontinued or refused only after Company has made a reasonable effort to induce Customer to comply with its rules and then only after Customer has been given at least ten (10) days written notice of such intention, mailed to his last known address.
- B. When a dangerous condition is found to exist on Customer's or applicant's premises. In such case service will be discontinued without notice or refused, as the case might be. Company will notify Customer or applicant immediately of the reason for the discontinuance or refusal and the corrective action to be taken before service can be restored or initiated.
- C. When Customer or applicant refuses or neglects to provide reasonable access and/or easements to and on his premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given fifteen (15) days written notice of Company's intention to discontinue or refuse service.
- D. When Applicant is indebted to Company for service furnished. Company may refuse to serve until indebtedness is paid.
- E. When Customer or Applicant does not comply with state, municipal or other codes, rules and regulations applying to such service.
- F. When directed to do so by governmental authority.
- G. Service will not be supplied to any premises if Applicant or Customer is indebted to Company for service previously supplied at the same or any other premises until payment of such indebtedness shall have been made. Service will not be continued to any premises if Applicant or Customer is indebted to Company for service previously supplied at the same premises. Unpaid balances of previously rendered Final Bills may be transferred to any account for which Customer has responsibility and may be included on initial or subsequent bills for the account to which the transfer was made. Such transferred Final Bills, if unpaid, will be a part of the past due balance of the account to which they are transferred. When there is no lapse in service, such transferred Final Bills will be subject to Company's collections and disconnect procedures. Final Bills transferred following a lapse in service will not be subject to disconnection unless: (1) such service was provided pursuant to a fraudulent application submitted by Customer; (2) Customer and Company have entered into a contractual agreement which allows for such a disconnection; or (3) the current account is subsequently disconnected for service supplied at that point of delivery, at which time, all unpaid and past due balances must be paid prior to reconnect. Company shall have the right to transfer Final Bills between residential and commercial with residential characteristics (e.g., service supplying common use facilities of any apartment building) revenue classifications.

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## TERMS AND CONDITIONS

### Discontinuance of Service

Service will not be supplied or continued to any premises if at the time of application for service Applicant is merely acting as an agent of a person or former customer who is indebted to Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Service will not be supplied where Applicant is a partnership or corporation whose general partner or controlling stockholder is a present or former customer who is indebted to Company for service previously supplied at the same premises until payment of such indebtedness shall have been made.

- H. For non-payment of bills. Company shall have the right to discontinue service for non-payment of bills after Customer has been given at least ten days written notice separate from his original bill. Cut-off may be effected not less than thirty (30) days after the mailing date of original bills unless, prior to discontinuance, a residential customer presents to Company a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the original date of discontinuance. Company shall notify Customer, in writing, of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.
- I. For fraudulent or illegal use of service. When Company discovers evidence that by fraudulent or illegal means Customer has obtained unauthorized service or has diverted the service for unauthorized use or has obtained service without same being properly measured, the service to Customer may be discontinued without notice. Within twenty-four (24) hours after such termination, Company shall send written notification to Customer of the reasons for such discontinuance of service and of Customer's right to challenge the termination by filing a formal complaint. Company's right of termination is separate from and in addition to any other legal remedies which the utility may pursue for illegal use or theft of service. Company shall not be required to restore service until Customer has complied with all rules of Company and regulations of the Commission and Company has been reimbursed for the estimated amount of the service rendered and the cost to Company incurred by reason of the fraudulent use.

When service has been discontinued for any of the above reasons, Company shall not be responsible for any damage that may result therefrom.

Discontinuance or refusal of service shall be in addition to, and not in lieu of, any other rights or remedies available to Company.

Company may defer written notice based on Customer's payment history provided Company continues to provide the required ten (10) days written notice prior to discontinuance of service.

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## TERMS AND CONDITIONS

### Line Extension Plan

#### A. AVAILABILITY

In all territory served by where Company does not have existing facilities to meet Customer's electric service needs.

#### B. DEFINITIONS

- 1) "Company" shall mean Old Dominion Power Company.
- 2) "Customer" shall mean the applicant for service. When more than one electric service is requested by an applicant on the same extension, such request shall be considered one customer under this plan when the additional service request(s) is only for incidental or minor convenience loads or when the applicant for service is the developer of a subdivision.
- 3) "Line Extension" shall mean the single phase facilities required to serve Customer by the shortest route most convenient to Company from the nearest existing adequate Company facilities to Customer's delivery point, approved by Company, and excluding transformers, service drop, and meters, if required and normally provided to like customers.
- 4) "Permanent Service" shall mean service contracted for under the terms of the applicable rate schedule but not less than one year and where the intended use is not seasonal, intermittent, or speculative in nature.
- 5) "Commission" shall mean the State Corporation Commission of Virginia.

#### C. GENERAL

- 1) All extensions of service will be made through the use of overhead facilities except as provided in these rules.
- 2) Customer requesting service which requires an extension(s) shall furnish to Company, at no cost, properly executed easement(s) for right-of-way across Customer's property to be served.
- 3) Customer requesting extension of service into a subdivision, subject to the jurisdiction of a public commission, board, committee, or other agency with authority to zone or otherwise regulate land use in the area and require a plat (or Plan) of the subdivision, Customer shall furnish, at no cost, Company with the plat (or plan) showing street and lot locations with utility easement and required restrictions. Plats (or plans) supplied shall have received final approval of the regulating body and recorded in the office of the appropriate County Court Clerk when required. Should no regulating body exist for the area service is to be extended into, Customer shall furnish Company the required easement.
- 4) The title to all extensions, rights-of way, permits, and easements shall be and remain with Company.
- 5) Where Company is required or elects to construct an additional extension or lateral to serve Customer or another customer, Company reserves the right to connect to any extension constructed under this plan and Customer shall grant to Company, at no cost, properly executed easement(s) for right-of-way across Customer's property for the additional extension or lateral.
- 6) Customer must agree in writing to take service when the extension is completed and have his building or other permanent facility wired and ready for connection.
- 7) Nothing herein shall be construed as preventing Company from making electric line extensions under more favorable terms than herein prescribed provided the potential revenue is of such amount and permanency as to warrant such terms and render economically

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## TERMS AND CONDITIONS

### Line Extension Plan

#### C. GENERAL (continued)

feasible the capital expenditure involved and provided such extensions are made to other customers under similar conditions.

- 8) Company may require a non-refundable deposit in cases where Customer does not have a real need or in cases where the estimated revenue does not justify the investment.
- 9) Company shall not be obligated to extend its lines in cases where such extensions, in the good judgment of Company, would be infeasible, impractical, or contrary to good engineering or operating practice, unless otherwise ordered by Commission.

#### D. NORMAL LINE EXTENSIONS

- 1) Company will provide, at no cost, a line extension of up to 1,000 feet to Customer requesting permanent service where the installed transformer capacity does not exceed 25 kVA.
- 2) Where Customer requires poly-phase service or transformer capacity in excess of 25 kVA and Company provides such facilities, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost to Company in providing facilities above that required in NORMAL LINE EXTENSIONS 1) above.

#### E. OTHER LINE EXTENSIONS

- 1) Company shall provide to Customer requesting permanent service a line extension in excess of 1,000 feet per customer but Company may require the total cost of the footage in excess of 1,000 feet per customer, based on the average cost per foot of the total extension, be deposited with Company by Customer.
- 2) Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension for each additional customer connected during that year directly to the original extension for which the deposit was made.
- 3) Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension less the length of the lateral or extension for each additional customer connected during that year by a lateral or extension to the original extension for which the deposit was made.
- 4) No refund shall be made for additional customers connected to an extension or lateral from the original extension for which the deposit was made.
- 5) The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten (10) year refund period ends.
- 6) Where Customer requires poly-phase service or transformer capacity above 25 kVA per customer and Company provides such facilities, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost to Company in providing facilities above that required in OTHER LINE EXTENSIONS 1) above.

#### F. OVERHEAD LINE EXTENSIONS TO SUBDIVISIONS

- 1) Customer desiring service extended for and through a subdivision may be required by Company to deposit the total cost of the extension.
- 2) Each year for ten (10) years Company shall refund to Customer, the cost of 1,000 feet of extension for each additional customer connected during that year directly to the original extension for which the deposit was made.
- 3) The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten-year refund period ends.

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## TERMS AND CONDITIONS

### Line Extension Plan

#### G. MOBILE HOME LINE EXTENSIONS

- 1) Company shall provide, at no cost, a line extension of up to 300 feet to Customer requesting permanent service for a mobile home.
- 2) Company shall provide to Customer requesting permanent service for a mobile home a line extension in excess of 300 feet and up to 1,000 feet but Company may require the total cost of the footage in excess of 300 feet, based on the average cost per foot of the total extension, be deposited with Company by Customer. Beyond 1,000 feet, the policies set forth in OTHER LINE EXTENSIONS shall apply.
- 3) Each year for four (4) years Company shall refund to Customer equal amounts of the deposit for the extension from 300 feet to 1,000 feet.
- 4) If service is disconnected for sixty (60) days, if the original mobile home is removed and not replaced by another mobile home or a permanent structure in sixty (60) days, the remainder of the deposit is forfeited.
- 5) No refund will be made except to the original customer.

#### H. UNDERGROUND LINE EXTENSIONS

##### General

- 1) Company will make underground line extensions for service to new residential customers and subdivisions.
- 2) In order that Company may make timely provision for materials, and supplies, Company may require Customer to execute a contract for an underground extension under these Terms and Conditions with Company at least six (6) months prior to the anticipated date service is needed and Company may require Customer to deposit with Company at least 10% of any amounts due under the contract at the time of execution. Customer shall deposit the balance of any amounts due under the contract with Company prior to ordering materials or commencement of actual construction by Company of facilities covered by the contract.
- 3) Customer shall give Company at least 120 days written notice prior to the anticipated date service is needed and Company will undertake to complete installation of its facilities at least thirty (30) days prior to that date. However, nothing herein shall be interpreted to require Company to extend service to portions of subdivisions not under active development.
- 4) At Company's discretion, Customer may perform a work contribution to Company's specifications, including but not limited to conduit, setting pads, or any required trenching and backfilling, and Company shall credit amounts due from Customer for underground service by Company's estimated cost for such work contribution.
- 5) Customer will provide, own, operate and maintain all electric facilities on his side of the point of delivery with the exception of Company's meter.
- 6) In consideration of Customer's underground service, Company shall credit any amounts due under the contract for each service at the rate of \$50.00 or Company's average estimated installed cost for an overhead service whichever is greater.
- 7) Unit charges, where specified herein, are determined from Company's estimate of Company's average unit cost of such construction and the estimated cost differential between underground and overhead distribution systems in representative residential subdivisions.

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**TERMS AND CONDITIONS**

**Line Extension Plan**

**H. UNDERGROUND EXTENSIONS**

**General** (continued)

- 8) Three phase primary required to supply either individual loads or the local distribution system may be overhead unless Customer chooses underground construction and deposits with Company a non-refundable deposit for the cost differential.

**Individual Premises**

Where Customer requests and Company agrees to supply underground service to an individual premise, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.

**Other Underground Subdivisions**

In cases where a particular residential subdivision does not meet the conditions provided for above, Customer requests and Company agrees to supply underground service, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.

**I. SPECIAL CASES**

- 1) Where Customer requests service that is seasonal, intermittent, speculative in nature, at voltages of 34.5kV or greater, or where the facilities requested by Customer do not meet the Terms and Conditions outlined in previous sections of LINE EXTENSION PLAN and the anticipated revenues do not justify Company's installing facilities required to meet customers needs, Company may request Customer deposit with Company a refundable amount to justify Company's investment.
- 2) Each year for ten (10) years Company shall refund to Customer, an amount calculated by:
  - a. Adding the sum of Customer's annual base rate monthly electric demand billing for that year to the sum of the annual base rate monthly electric billing of the monthly electric demand billing for that year of any customer(s), who connects directly to the facilities provided for in this agreement and requiring no further investment by Company
  - b. times the refundable amount divided by the estimated total ten-year base rate electric demand billing required to justify the investment.
- 3) The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten-year refund period ends.

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