

City of Alexandria, Virginia

13
10-23-01

MEMORANDUM

DATE: OCTOBER 17, 2001

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: PHILIP G. SUNDERLAND, CITY MANAGER *PS*

SUBJECT: APPROVAL OF THE VIRGINIA MUNICIPAL LEAGUE/DOMINION VIRGINIA POWER AGREEMENT FOR THE PURCHASE OF ELECTRIC SERVICE

ISSUE: Approval of the agreement for the purchase of electric service by the City government and the City Schools.

RECOMMENDATION: That the City Council authorize the City Manager to sign the agreement for the purchase of electric service to be used by the City government with Dominion Virginia Power ("the Company"). Attached to this memorandum is the transmittal letter from the Company (Attachment 1). A copy of the agreement and terms and conditions (documents with a total of more than 270 pages) has been placed in the City Clerk's Office for your information and public inspection.

DISCUSSION: Although the City grants a franchise for the use of its rights-of-way by providers of electricity, the Alexandria City government must purchase electricity for the City's own use. The Virginia Municipal League/Virginia Association of Counties (VML/VACO) Steering Committee and the Company have negotiated for nearly two years to develop a new agreement for localities in the Commonwealth served by the Company for the purchase of electricity. The term of the new agreement is from July 1, 2000 to June 30, 2007, with certain opt-out provisions. The previous agreement was from July 1, 1997, to June 30, 2000.

This new contract caps base electricity rates for Virginia jurisdictions at the same level of the previous contract for a period of seven years, and in addition, it incorporates negotiated savings related to the Company's income taxes and for changes in the way fuel adjustment charges are calculated.

The new agreement contains a 6-to-1 ratio for street lighting projects, instead of the 4-to-1 ratio desired by the Company. This means that the jurisdictions are given credit for six years of the revenue expected to be generated by the Company, which reduces the City costs for street light projects. For those jurisdictions with the capability to generate their own power during interruptions of power, standby generator credits are grandfathered into the new agreement.

The new agreement allows up to 100 existing local government accounts with the Company to switch to an alternate lower price schedule if the locality agrees to avoid usage during peak load days, and it allows an increase in the number of interval meters that record usage during every hour at no cost to local governments. These changes will make it possible to monitor and control energy costs, and are expected to save Virginia local jurisdictions a total of more than \$7 million during the course of the contract. The City of Alexandria may choose to participate in these two initiatives if it appears the City would benefit.

A pilot project for the selection of third party energy suppliers, via sealed bid competition, is also authorized by the new agreement. The City of Alexandria has one account which was selected for such a pilot project, and we expect to save \$3,153 during the pilot period, October 2001, through April 2002. As part of the pilot, we have a subsidiary contract with Potomac Energy Power Company (PEPCO) to furnish electricity to the Courthouse. The pilot bid of 4.128 cents/kwh represents a 4 % reduction from the cost of power provided under the current contract with Dominion Virginia Power. Under the new agreement, all local governments may opt out of the set rates in the Company's contract by seeking competitive rates for electricity from other electricity generators after January 1, 2003. The seeking of competitive rates through a sealed bid process is contemplated to be accomplished with the local governments joining in one or more group bidding processes for the purchase of electricity.

The negotiations also resulted in an agreement to establish a Joint Action Committee comprised of senior local government staff and the Company's vice presidential level to serve as a forum for resolving problems between the Company and the jurisdictions.

FISCAL IMPACT: The VML/VACO steering committee has estimated that all member jurisdictions will save approximately \$40 million under the new agreement (when compared to the costs that would have occurred under its current agreement). The City government's electricity bill in FY 2001 was \$2.8 million. The estimated savings for the City of Alexandria and the Alexandria City Public Schools during the seven years of the contract is approximately \$861,000. The Alexandria Sanitation Authority and the Alexandria Redevelopment and Housing Authority will have separate agreements with the Company with nearly the same terms and conditions as the City's agreement.

ATTACHMENT:

1. Transmittal Letter from Virginia Power, dated July 30, 2001. (One copy of the Agreement and Terms and Conditions have been placed in the City Clerk's Office)

STAFF: Mark Jinks, Assistant City Manager for Fiscal and Financial Affairs
Jack T. Pitzer, Purchasing Agent

Dominion Virginia Power
3901 Fair Ridge Drive, Fairfax, VA 22033-2906



July 30, 2001

Mr. Philip Sunderland
Manager
City Of Alexandria
P.O. Box 178
Alexandria VA 22313

CITY MANAGER'S OFFICE
ALEXANDRIA, VA
2001-07-10 A 5:00

Dear Mr. Sunderland:

As you may already be aware, Dominion Virginia Power and representatives of the Virginia Municipal League and the Virginia Association of Counties (VML/VACo) have been preparing a new "Agreement for the Provision of Electric Service by Municipalities and Counties of the Commonwealth of Virginia from Virginia Electric and Power Company" (Agreement). The previous Agreement, effective July 1, 1997, expired as of June 30, 2000. During this interim period, we have been operating under the expired Agreement, except that lower rates were implemented on January 1, 2001, to reflect a tax law change effective on that date. Accordingly, the need for re-billing and refunding was avoided.

Dominion Virginia Power and the VML/VACo have concluded negotiation of the new Agreement. Enclosed are two copies of the new Agreement effective retroactively to July 1, 2000 (except as otherwise noted) through June 30, 2007. Enclosed with this letter you should find the following:

The Agreement – two copies, consist of the following components:

- Contract – Both copies must be signed and returned to Dominion Virginia Power for execution. One original will be returned to you for your records.
- Envelope – A return envelope addressed to Dominion Virginia Power.
- Attachment A – Rate Schedules Effective through December 31, 2000.
- Attachment B – Rate Schedules Effective January 1, 2001.
- Attachment C – Terms and Conditions for the Provision of Electric Service to Municipalities and Counties - Virginia
- Attachment D – Retail Access Pilot Program, Rate Schedules, and General Rules and Regulations
- Attachment E (if applicable) - Miscellaneous Terms of Service

Also enclosed is a memorandum from representatives of the VML/VACo that endorses the new Agreement.

After your review of the enclosed Agreement, please execute both copies and return both contracts (only) within 60 days of the date of this letter. Please do not return the attachments. A return envelope is enclosed for your convenience.

Dominion Virginia Power
3901 Fair Ridge Drive, Fairfax, VA 22033-2906



Mr. Philip Sunderland
July 30, 2001
page 2

Upon receipt, both copies will be endorsed by Dominion Virginia Power and we will return one copy to you.

Thank you for the opportunity to continue serving you. If you have any questions, please do not hesitate to call Clay V. Kassabian at (703) 359-3046.

Sincerely,

A handwritten signature in black ink, appearing to read "Clay V. Kassabian".

Distribution Customer Contracts
Dominion Virginia Power

Enclosures

City of Alexandria, Virginia

MEMORANDUM

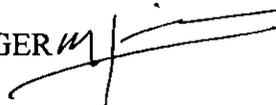
13

10-23-01

*original,
to Pitzer
10/24/01*

DATE: OCTOBER 11, 2001

TO: BEVERLY JETT, CITY CLERK/CLERK OF COUNCIL

FROM: MARK JINKS, ASSISTANT CITY MANAGER 

SUBJECT: DOCKET ITEM (10/23) RELATED TO VEPCO AND THE CITY

Please keep this on file for City Council or public review prior to the October 23 legislative meeting. After the 23rd, please send these documents back to Jack Pitzer.

cc: Jack Pitzer, Purchasing Agent

City of Alexandria, Virginia

MEMORANDUM

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TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

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STAFF: Mark Jinks, Assistant City Manager for Fiscal and Financial Affairs
Jack T. Pitzer, Purchasing Agent

Dominion Virginia Power
3901 Fair Ridge Drive, Fairfax, VA 22033-2906



ATTACHMENT 1

Dominion
VirginiaPower

July 30, 2001

Mr. Philip Sunderland
Manager
City Of Alexandria
P.O. Box 178
Alexandria VA 22313

CITY MANAGER'S OFFICE
ALEXANDRIA, VA
2001 AUG 10 A 5:00

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After your review of the enclosed Agreement, please execute both copies and return both contracts (only) within 60 days of the date of this letter. Please do not return the attachments. A return envelope is enclosed for your convenience.

Dominion Virginia Power
3901 Fair Ridge Drive, Fairfax, VA 22033-2906



Mr. Philip Sunderland
July 30, 2001
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Sincerely,

A handwritten signature in black ink, appearing to read "Clay V. Kassabian".

Distribution Customer Contracts
Dominion Virginia Power

Enclosures

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

1 This Agreement, made this 30th day of July, 2001 between City Of Alexandria, a unit of
2 local government of the Commonwealth of Virginia, hereinafter called the "Customer", and
3 Virginia Electric and Power Company, hereinafter called the "Company," provides that in
4 consideration of the mutual covenants and agreements herein contained, the parties hereto contract
5 and agree with each other as follows:

6 **A. PURCHASE AND SALE**

7
8 **1. Purchases From the Company**

9
10 The Customer will purchase from the Company and the Company will sell to the
11 Customer, pursuant to the provisions of this Agreement and the Terms and Conditions
12 For The Provision of Electric Service to Municipalities and Counties and the applicable
13 schedules of charges, attached hereto and made a part hereof, the services requested
14 by the Customer (including the service being furnished on the effective date of this
15 Agreement) within the territory served by the Company in the Commonwealth of
16 Virginia.

17
18 Under this agreement, "electric service" shall include the provision by the Company
19 to the Customer of the delivery of electricity and, to the extent provided by the
20 Company, electric energy and utility services.

21
22 **2. Purchases From the Customer**

23
24 The Company will purchase electricity from the Customer's generating facilities under
25 a separate agreement in accordance with the Public Utility Regulatory Policies Act of
26 1978 (PURPA) and the Federal and Virginia rules that implement PURPA, if the
27 generating unit qualifies for such treatment. The Customer may participate in any
28 formal Company solicitation for capacity and energy based on the Company's needs.
29 The Customer also may contract for the sale of electricity to the Company in
30 accordance with the availability, pricing, and terms and conditions of the Company's
31 Virginia Schedule 19 and applicable terms and conditions of contracts for the sale of
32 electricity to the Company, except that sales of electricity from the Company to the

1 Customer shall be made in accordance with this Agreement. The Company's Virginia
2 Schedule 19 is on file with the State Corporation Commission ("SCC") as part of the
3 Company's Terms and Conditions and Schedules for Supplying Electricity.
4

5 Notwithstanding the preceding paragraph, if PURPA is repealed, or if other changes
6 occur to the laws or rules affecting the Company's obligations to purchase electricity
7 or the conditions of sale related thereto, the Company shall revise its practices to be
8 consistent with such changes and may at its option elect to no longer enter into
9 agreements for the purchase of electricity from the Customer to the extent permitted
10 by applicable law and rules.
11

12 13 **B. TERM**

14
15 The term of this Agreement shall be from July 1, 2000 to June 30, 2007.
16

17 18 **C. RATES AND CHARGES**

- 19
- 20 1) The schedules of charges applicable from July 1, 2000 through December 31, 2000,
21 are attached hereto as Attachment A. The schedules of charges applicable from January
22 1, 2001 through June 30, 2007 are attached hereto as Attachment B and reflect the
23 elimination of the Gross Receipts Tax and the implementation of Virginia State Income
24 Tax effective January 1, 2001. Any use of electricity for which no schedule of charges
25 is shown will be supplied in accordance with the Miscellaneous Light and Power
26 Schedule 100.
27
 - 28 2) The Terms and Conditions of service applicable throughout the term of this agreement
29 are attached hereto as Attachment C.
30
 - 31 3) The distribution/wire charge rate schedules will be developed through negotiation
32 between the VML/VACO Virginia Power Steering Committee (or successor
33 organization bargaining collectively on behalf of local governments within the
34 Company's service area), hereinafter called the "Steering Committee" or its authorized
35 representative acting on behalf of the Customer, and the Company; and, unless the
36 Company and Steering Committee agree otherwise, in the same manner as the
37 distribution/wire charge rate schedules approved by the SCC for Virginia jurisdictional
38 customers. Pursuant to Paragraph E.3. of this Agreement, the distribution/wire
39 charge rate schedules will be effective on the later of: (a) January 1, 2002 or (b) the
40 termination of all contracts awarded to a competitive service provider in the Retail
41 Access Pilot Program (Pilot), which shall be no later than August 31, 2002; provided,
42 however, that if no contracts are awarded under the Pilot, then the distribution/wire
43 charge rate schedules will be effective January 1, 2002. The Steering Committee shall
44 notify the Company in writing no less than sixty days prior to the effective date of the
45 distribution/wires charges.

1 The Company will provide its proposed distribution/wires charge rate schedules to the
 2 Steering Committee, with all workpapers, within 30 days of the final order by the SCC
 3 for distribution/wires charge rates for Virginia jurisdictional customers, but no later
 4 than December 1, 2001, with the stipulation that the proposal can be revised to comply
 5 with any SCC rulings that affect the calculation, development and/or implementation
 6 of distribution/wires charge rate schedules for Virginia jurisdictional customers. The
 7 distribution/wire charge rate schedules will be calculated using a transmission
 8 component that is based on the then FERC approved transmission service rates, which
 9 may change from time to time.

10
 11 4) For qualifying individual accounts the Customer may elect companion load
 12 management rate schedules or riders as follows: Schedules CSCM, SGCM, SGCM-1,
 13 and Rider J-CM. These load management rates and rider will be revised from time to
 14 time as approved for other retail customers in Virginia, however, throughout the term
 15 of this Agreement the payments provided under Schedule SGCM-1 shall remain at
 16 \$4.50 per kW during the billing months of November through April, and \$8.00 per kW
 17 for the billing months of May through October. For accounts participating in the Pilot
 18 program or full customer choice, such load management rate schedules and riders are
 19 not available during such participation.

20
 21 5) The terms of service unique to specific connection points may, as applicable, be
 22 enumerated in Attachment E. Other service points may be identified, in writing, for
 23 inclusion under this Agreement at such times as the need for service develops. Nothing
 24 in this Agreement shall be construed as precluding the parties hereto from entering into
 25 a separate contract for services of a special nature.

26
 27
 28 **D. RETAIL ACCESS PILOT PROGRAM (PILOT)**

29
 30 1) As used in this Agreement, the following terms shall have the meanings set forth
 31 below:

32
 33 a. “Bundled rate schedule” – Any of several rate schedules that include both the
 34 sale of electric energy and the delivery of electric energy to the mutually agreed
 35 point of delivery, using the Company’s transmission and/or distribution
 36 system(s) as the means of delivery.

37
 38 b. “Bundled service” – The provision of both electric energy and delivery service
 39 by the Company under a “bundled rate schedule.”

40
 41 c. “Distribution/wires charge rate schedule” – Any of several rate schedules
 42 which include only charges for the distribution of electric energy to the
 43 mutually agreed point of delivery and the “wires charge” as defined in § 56-583
 44 of the Code of Virginia (or its successor); and which exclude charges for

1 electric energy; and where the account of the Customer purchases electric
 2 energy from a licensed competitive supplier.

- 3
- 4 d. "Full customer choice" – An environment under which any account of the
- 5 Customer may purchase electric energy from a licensed competitive supplier
- 6 without regard to any limitations established under a "pilot" program.
- 7 e. "Pilot" – A program under which a limited amount of kilowatt-hours may be
- 8 purchased from licensed competitive suppliers by local governments (in
- 9 aggregate), with such program being of a definite time period and having the
- 10 purpose of testing and refining the methods and procedures for allowing
- 11 purchases in a "full customer choice" environment.
- 12

- 13 2) A metered account served under Schedules 100, 110 or 130 can participate in the Pilot
- 14 through August 31, 2002, pursuant to Section VI of the Terms and Conditions and
- 15 subject to the limitation that the total kWh available under the Pilot to all municipalities
- 16 or counties, or boards, agencies, or authorities thereof does not exceed 117 million
- 17 kWh. The Steering Committee will be responsible for the selection of the accounts
- 18 participating in the Pilot.
- 19

20 A customer account participating in the Pilot will purchase distribution service and pay
 21 any applicable wires charges under Schedule 100P – Pilot Miscellaneous Light and
 22 Power Service; Schedule 110P – Pilot All Electric Building Service and Dual Fuel
 23 Systems or Schedule 130P – Pilot Large Miscellaneous Light and Power Service
 24 provided in Attachment D. The applicable Pilot rate schedule for a customer account
 25 will be as determined under Section VI of the Terms and Conditions for the Provision
 26 of Electric Service to Municipalities and Counties - Virginia. The Retail Access Pilot
 27 Program General Rules and Regulations are provided in Attachment D.

- 28
- 29 3) The transmission and market prices used to calculate the price to compare and the base
- 30 wires charge will be fixed for the Pilot and determined through negotiations between
- 31 the Company and the Steering Committee and unless agreed otherwise shall be
- 32 consistent with the methodologies established by the SCC for the Virginia jurisdictional
- 33 pilot, while recognizing any unique characteristics of the County and Municipal
- 34 customers.
- 35
- 36 4) If and when the Pilot extends beyond January 1, 2002, the Terms and Conditions
- 37 applicable to the Pilot will be the Terms and Conditions that are established for the
- 38 phase-in for full customer choice.
- 39
- 40 5) For customers who have authorized the release of their usage information by a
- 41 communication received by the Company from the Steering Committee, their usage and
- 42 interval data will be accessible via the Company's secured website to licensed suppliers
- 43 and aggregators that have completed all registration requirements with the Company.
- 44
- 45 6) Usage, billing information and, where applicable, interval data will be accessible to
- 46 Customers through either the Company's Customer Service Online website or through

1 the Dominion Key Customer website. Customers must sign up in advance for access
2 to information through either site.

3
4
5 **E. FULL CUSTOMER CHOICE**

- 6
7 1) Full customer choice will be phased-in for all local government customers in a manner
8 consistent with the phase-in for large commercial and industrial Virginia jurisdictional
9 customers approved by the SCC, which is one-third of kWh on January 1, 2002; two-
10 thirds of kWh on September 1, 2002; and all kWh on January 1, 2003. Should the
11 SCC revise the phase-in of full customer choice for large commercial and industrial
12 Virginia jurisdictional customers, the phase-in for local government customers, unless
13 agreed to otherwise, shall be in the same manner as that approved by the SCC for large
14 commercial and industrial Virginia Jurisdictional customers.
- 15
16 2) Effective January 1, 2002, an additional increment of County/Municipal annual kwh
17 will be eligible for choice so that, in total, the pilot eligible usage and the additional
18 increment will equal the proportion of the first phase approved by the SCC for Virginia
19 jurisdictional customers.
- 20
21 3) The base wires charge and the transmission and market prices used to calculate the
22 price to compare for the incremental customers phased-in beginning January 1, 2002
23 and billed on either Schedule 100P, Schedule 110P or Schedule 130P, will be the same
24 as those used for the pilot customers until the new distribution/wire charge rate
25 schedules take effect on or after January 1, 2002, as set forth in Paragraph C.3. above.
- 26
27 4) After January 1, 2002 the Company and the Steering Committee shall seek to
28 coordinate adjustments to base wires charges with changes to market prices and
29 transmission rates, but in no case shall such adjustments occur more frequently than
30 annually. Such adjustments shall be determined through negotiation and unless agreed
31 otherwise will be consistent with the methodology and data approved by the SCC for
32 Virginia Jurisdictional customers.
- 33
34 5) Customer information will be made available to customers and licensed suppliers or
35 aggregators in accordance with Paragraphs D.5 and D.6.

36
37
38 **F. AGREEMENT REVISIONS**

39
40 Upon the effective date of this electric service agreement, the Customer through the Steering
41 Committee or the Company may request that the other party consider revising the agreement,
42 according to the following principles, however, any revisions to the agreement shall only be
43 as mutually agreed between the Company and the Steering Committee:
44

- 1) If the Company separates the ownership of its transmission or distribution assets from its generation assets, any such renegotiations shall be limited to good faith renegotiations to change the present provision for recovery of fuel and purchased power costs to some other provisions designed not to cause customers to pay more for fuel, purchased power, and non-fuel rates than they would have paid under the current fuel adjustment provisions if the ownership had not been transferred, and designed to require the generation company to assure performance of the capped rates provisions of this Agreement;
- 2) When the Company offers competitive metering and/or billing options for its GS-3 and GS-4 Virginia jurisdictional customers, then it shall offer such options for all County and Municipal accounts with interval meters. When it offers such options for its smaller jurisdictional customers, it shall offer such options to all County and Municipal accounts with non-interval meters. Before such options are offered to County and Municipal accounts, the Company and the Steering Committee shall negotiate for a further unbundling of capped rates to isolate charges related to the newly competitive metering and/or billing services and, unless agreed otherwise, this further unbundling shall be in a manner consistent with the methodology implemented for jurisdictional customers;
- 3) If the Company's jurisdictional rate schedules and/ or Terms and Conditions are revised to require a new methodology for calculating line extension payments, then, after the adoption of such revisions by the SCC, the Company and the Steering Committee, unless they agree otherwise, shall negotiate in good faith to adopt a new methodology for calculating line extension payments that is consistent with the methodology adopted by the SCC for jurisdictional non-residential customers while preserving (to the extent feasible) any unique characteristics of the line extension policies of the County and Municipal customers.
- 4). Termination of the Company's capped rates by the SCC under § 56-582 of the Virginia Code;
- 5) The General Assembly's material amendment of § 56-590 of the Virginia Code regarding the functional separation of generation, retail transmission and distribution of electric utilities.
- 6) The General Assembly or SCC's approval of a methodology for recovery of fuel or purchased power costs that differs from the current methodology under § 56-249.6 of the Virginia Code
- 7) The Customer through the Steering Committee or the Company may seek to renegotiate an adjustment for rates for any tax law changes. Such adjustment, unless otherwise agreed to, shall be consistent with the methodology approved by the SCC for Virginia jurisdictional customers.

- 1 8) Unless otherwise agreed to by the Company and the Steering Committee, the Company,
 2 upon a finding of financial distress beyond the Company's control by the SCC that
 3 allows adjustments to Virginia jurisdictional base rates, shall adjust the rates for
 4 County and Municipal customers within 90 days following a final order of the SCC
 5 finding financial distress. Such rate adjustment shall be, unless the parties agree
 6 otherwise, in the same manner as that approved by the SCC for jurisdictional
 7 customers, while recognizing any unique characteristics of the County and Municipal
 8 customers.
 9

10
 11
 12
 13 **G. GENERAL**
 14

- 15 1) Unless otherwise specifically agreed to in writing, this Agreement cancels and
 16 supersedes as of its effective date all previous agreements including supplemental
 17 agreements between the Customer and the Company for electric service covered by this
 18 Agreement. This Agreement shall inure to the benefit of and be binding upon the
 19 successors or assigns of each of the parties hereof.
 20
- 21 2) This Agreement shall be binding upon the Customer and the Company only when
 22 executed by their duly authorized official or authorized representative, and shall not
 23 be modified by any promise, agreement or representation of any agent or employee of
 24 the Company or Steering Committee except in writing and executed by such a duly
 25 authorized official or officer.
 26
- 27 3) The obligations of the Company and the Customer for service under this Agreement
 28 are subject to appropriations by Customer's governing body to pay for such service.
 29
- 30 4) In the event any provision, or any part or portion of any provision of this Agreement
 31 shall be declared by a court of competent jurisdiction to be unlawful, invalid, void or
 32 otherwise unenforceable, the remainder of this Agreement shall be severable and
 33 remain enforceable. Only the provision (or part or provision thereof) so declared shall
 34 be considered unlawful, invalid, void or otherwise unenforceable.
 35

1

2 VIRGINIA ELECTRIC AND POWER COMPANY

3 By: _____ Title _____

4 CUSTOMER'S NAME: City of Alexandria, Virginia

5 By: [Signature] Title City Manager

6 (Information requested below to be filled in only if approval obtained or required by Customer.)

7 At a regular meeting of the Alexandria City Council of the
8 City of Alexandria, Va held on October 23, 2001, this Agreement was
9 presented for approval as prescribed by its rules of order, was approved, and the above officer was
10 authorized to execute same on its behalf.

11

Attest [Signature] Clerk



DominionSM

**VML/VACo
Agreement
2000-2007**

**Attachments A, B, C
and D**

Virginia Power

ATTACHMENT A
RATE SCHEDULES EFFECTIVE THROUGH
DECEMBER 31, 2000

**(Note: There were no changes in rates from the levels that were effective July 1, 1997.
Thus the July 1, 1997 rates are effective through December 31, 2000).**

SCHEDULE 100

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES MISCELLANEOUS LIGHT AND POWER SERVICE

I. APPLICABILITY

This schedule is applicable for miscellaneous light and power service for any municipality or county, or board, agency or authority thereof.

II. MONTHLY RATE

A. Energy Charge per kWh:

Non-Demand Billing

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

All kWh	6.219¢
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Demand Billing

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

First 150 kWh per kW	6.219¢
Next 150 kWh per kW	5.384¢
Next 150 kWh per kW	4.900¢
Additional kWh	4.408¢

- B. For purposes of billing for unmetered service, kilowatthours shall be estimated based upon connected load multiplied by hours usage.
- C. The minimum charge for Miscellaneous Light and Power Service shall be such as may be contracted for but not less than \$5.50 per billing month per meter or in the absence of a meter, per connection. Such minimum charge shall be increased in the amount of the applicable fuel adjustment factor on all kilowatthours used.
- D. Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.

(Continued)

SCHEDULE 100
MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES
MISCELLANEOUS LIGHT AND POWER SERVICE
(Continued)

III. NON-DEMAND BILLING VS. DEMAND BILLING

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

IV. DETERMINATION OF DEMAND

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

V. PAYMENTS

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

VI. FESTOON AND OTHER DECORATIVE LIGHTING

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

(Continued)

SCHEDULE 100
MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES
MISCELLANEOUS LIGHT AND POWER SERVICE
(Continued)

- B. The Customer assumes all responsibility for such festoon or other decorative lighting installations and agrees to save the Company harmless from any loss, cost, injury or damage to persons or property resulting out of or arising from the installation, operation, use, non-use or removal of such installation.

SCHEDULE 102
MUNICIPAL AND COUNTY
TRAFFIC CONTROL SERVICE

I. APPLICABILITY

This schedule is applicable for the supply of electricity to traffic control signals for any municipality or county, or board, agency or authority thereof.

II. MONTHLY RATE

- A. Energy Charge per kWh: 4.858¢
- B. For purposes of billing for unmetered service, kilowatthours shall be estimated based upon connected load multiplied by hours usage.
- C. The minimum charge shall be such as may be contracted for but not less than \$5.50 per billing month per meter or in the absence of a meter, per connection. Such minimum charge shall be increased in the amount of the applicable fuel adjustment factor on all kilowatthours used.
- D. Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.

III. PAYMENTS

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

IV. SIGNALS ARE RESPONSIBILITY OF CUSTOMER

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

SCHEDULE 110

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES ALL-ELECTRIC SERVICE AND DUAL FUEL SYSTEMS

I. APPLICABILITY

This schedule is applicable for all electric building service for any municipality or county, or board, agency or authority thereof which owns or leases a building for public purposes in which electric heating equipment has been permanently installed and in which electricity is used for all purposes including space heating, water heating and/or cooking. The space heating system may be either a total electric system or a qualifying dual fuel electric heat pump system with automatic changeover to fossil fuel in lieu of electric resistance heat when the outside temperature drops below the balance point of the electric heat pump unit (customarily 32 F - 35 F).

II. MONTHLY RATE

A. Energy Charge per kWh:

Non-Demand Billing

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

for the billing months of June through September:

All kWh 6.219¢

for the billing months of October through May:

All kWh 5.828¢

Demand Billing

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

for the billing months of June through September:

First 150 kWh per kW 6.219¢

Next 150 kWh per kW 5.384¢

Next 150 kWh per kW 4.900¢

Additional kWh 4.408¢

for the billing months of October through May:

First 150 kWh per kW 5.828¢

Next 150 kWh per kW 4.993¢

Next 150 kWh per kW 4.509¢

Additional kWh 4.017¢

(Continued)

SCHEDULE 110

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES ALL-ELECTRIC SERVICE AND DUAL FUEL SYSTEMS

(Continued)

II. MONTHLY RATE (Continued)

- B. The minimum charge shall be such as may be contracted for but not less than \$5.50 per billing month per meter. Such minimum charge shall be increased in the amount of the applicable fuel adjustment factor on all kilowatthours used.
- C. Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.

III. NON-DEMAND BILLING VS. DEMAND BILLING

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

IV. DETERMINATION OF DEMAND

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

V. PAYMENTS

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

SCHEDULE 120

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES WATER PUMPING, SEWAGE PUMPING AND SEWAGE DISPOSAL SERVICE

I. APPLICABILITY

This schedule is applicable for water pumping, sewage pumping and sewage disposal service for any municipality or county, or board, agency or authority thereof.

II. MONTHLY RATE

A. Energy Charge per kWh:

for all on-peak kWh 6.219¢

for all off-peak kWh 4.966¢

B. The minimum charge shall be such as may be contracted for but not less than \$5.50 per billing month per meter. Such minimum charge shall be increased in the amount of the applicable fuel adjustment factor on all kilowatthours used.

C. Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.

III. PAYMENTS

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

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

A. On-peak Hours (Except Certain Holidays)

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

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

(Continued)

SCHEDULE 120

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES WATER PUMPING, SEWAGE PUMPING AND SEWAGE DISPOSAL SERVICE

(Continued)

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

B. Off-peak Hours

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

SCHEDULE 122
MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES
TIME-OF-USAGE SERVICE

I. APPLICABILITY

This schedule is applicable for the supply of electricity to any municipality or county, or board, agency or authority thereof, but shall be limited so that the Company supplies electricity under this schedule to an aggregate of no more than 100 services of all municipalities and counties, or boards, agencies or authorities thereof.

II. MONTHLY RATE

- | | |
|--|---------|
| A. Basic Customer Charge
per Billing Month | \$7.50 |
| B. Demand Charge per kW of
On-peak Demand | |
| 1. For the summer billing months
of June through September | \$7.587 |
| 2. For the base billing months
of October through May | \$6.130 |
| C. Energy Charge | |
| All On-peak kWh | 4.650¢ |
| All Off-peak kWh | 3.181¢ |
| D. The minimum charge shall be such as may be contracted for but not less than the
Basic Customer Charge stated above. | |
| E. Each kilowatthour used is subject to adjustment for changes in fuel costs in
accordance with the Fuel Adjustment Clause attached hereto. | |

III. DETERMINATION OF DEMAND

The kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the on-peak hours of the current billing month.

(Continued)

SCHEDULE 122
MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES
TIME-OF-USAGE SERVICE
(Continued)

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

A. On-peak Hours (Except Certain Holidays)

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

B. Off-peak Hours

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

V. PAYMENTS

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

VI. TERM OF CONTRACT

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

SCHEDULE 130
MUNICIPAL AND COUNTY
LARGE MISCELLANEOUS LIGHT AND POWER SERVICE

I. APPLICABILITY

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

II. 30-DAY RATE

- | | |
|---|---------|
| A. Basic Customer Charge per billing month | \$72.58 |
| B. Plus Power Supply Demand Charge
All kW of Power Supply Demand (per kW) | \$7.258 |
| C. Plus Distribution Demand Charge
First 700 kW of billing demand (per kW) | \$1.324 |
| Next 4,300 kW of billing demand (per kW) | \$1.058 |
| Additional kW of billing demand (per kW) | \$0.911 |
| D. Plus RKVA Demand Charge
All rkVA of Demand (per rkVA) | \$0.15 |
| E. Plus Energy Charge
First 24,000 kWh (per kWh) | 2.854¢ |
| Next 186,000 kWh* (per kWh) | 2.220¢ |
| Additional kWh (per kWh) | 1.934¢ |
- * If Power Supply Demand is 1,000 kW or more, add 210 kWh for each kW of demand over 1,000 kW.
- F. Plus each kWh used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.
- G. The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A., B., C., and D., above.

(Continued)

SCHEDULE 130
MUNICIPAL AND COUNTY
LARGE MISCELLANEOUS LIGHT AND POWER SERVICE
(Continued)

III. DETERMINATION OF POWER SUPPLY DEMAND

- A. Except as provided under III. B., the kW of demand billed under II. B. shall be the highest of:
1. The highest average kW measured in any 30-minute interval during the current billing month, or
 2. 90% of the highest average kW of demand measured at this location in any 30-minute interval during the billing months of June through September of the preceding eleven billing months, or
 3. 50 kW.
- B. Where the kW of demand determined under III. A. is 1,000 kW or more, the kW of demand billed under II. B. shall be the highest of:
1. The highest average kW measured in any 30-minute interval of the current billing month during the on-peak hours of:
 - a. 10 a.m. to 10 p.m., Mondays through Fridays for the period of June 1 through September 30.
 - b. 7 a.m. to 10 p.m., Mondays through Fridays, for the period of October 1 through May 31.
 2. 90% of the highest kW of demand at this location as determined under III. B. 1., above during the billing months of June through September of the preceding eleven billing months, or
 3. 1,000 kW.

(Continued)

SCHEDULE 130
MUNICIPAL AND COUNTY
LARGE MISCELLANEOUS LIGHT AND POWER SERVICE
(Continued)

IV. DETERMINATION OF DISTRIBUTION DEMAND

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

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

B. 50 kW

V. DETERMINATION OF RKVA DEMAND

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

VI. METER READING AND BILLING

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

VII. PAYMENTS

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

(Continued)

SCHEDULE 130
MUNICIPAL AND COUNTY
LARGE MISCELLANEOUS LIGHT AND POWER SERVICE
(Continued)

VIII. SERVICE AVAILABLE

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

IX. STANDBY, MAINTENANCE OR PARALLEL OPERATION SERVICE

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

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

X. TERM OF CONTRACT

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

SCHEDULE 131
MUNICIPAL AND COUNTY
THERMAL STORAGE

I. APPLICABILITY

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

II. 30-DAY RATE

A. Basic Customer Charge per billing month	\$72.58
B. Plus Power Supply Demand Charge All kW of Power Supply Demand (per kW)	\$7.258
C. Plus Distribution Demand Charge	
First 700 kW of billing demand (per kW)	\$1.324
Next 4,300 kW of billing demand (per kW)	\$1.058
Additional kW of billing demand (per kW)	\$0.911
D. Plus RKVA Demand Charge All rkVA of Demand (per rkVA)	\$0.15
E. Plus Energy Charge	
First 210 kWh per kW of Power Supply Demand (per kWh)	2.220¢
Additional kWh (per kWh)	1.934¢
F. Plus each kWh used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.	
G. The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in Paragraphs A., B., C., and D. above.	

(Continued)

SCHEDULE 131
MUNICIPAL AND COUNTY
THERMAL STORAGE

(Continued)

III. DETERMINATION OF POWER SUPPLY DEMAND

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

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

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

IV. DETERMINATION OF DISTRIBUTION DEMAND

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

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

(Continued)

SCHEDULE 131
MUNICIPAL AND COUNTY
THERMAL STORAGE
(Continued)

V. DETERMINATION OF RKVA DEMAND

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

VI. METER READING AND BILLING

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

VII. PAYMENTS

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

VIII. SERVICE AVAILABLE

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

IX. STANDBY, MAINTENANCE OR PARALLEL OPERATION SERVICE

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

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

(Continued)

SCHEDULE 131
MUNICIPAL AND COUNTY
THERMAL STORAGE
(Continued)

X. TERM OF CONTRACT

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

SCHEDULE 132
MUNICIPAL AND COUNTY
LARGE MISCELLANEOUS LIGHT AND
POWER SERVICE – VARIABLE PRICING

I. APPLICABILITY

This schedule is applicable for the supply of 500 kW or more of electricity to any municipality or county, or board, agency or authority thereof, subject to the following limitations:

- A. Service under this schedule shall be supplied to no more than 10 services of all municipalities and counties, or boards, agencies or authorities thereof.
- B. Service under this schedule shall be available only to service locations connected on and after July 1, 1997. New load added to a service location that existed prior to July 1, 1997 does not qualify for service under this schedule.

II. AVAILABILITY

This schedule is not available at a location until such time that the Company has installed all necessary metering equipment.

III. 30-DAY VARIABLE RATE

- A. Basic Customer Charge
Basic Customer Charge \$131.00 per billing month.
- B. Plus Contract Demand Charge
All kW of Contract Demand @ \$0.819 per kW
- C. Plus Distribution Demand Charge
 - 1. Primary Voltage Customer
First 5000 kW of Distribution Demand @ \$0.613 per kW
Additional kW of Distribution Demand @ \$0.463 per kW
 - 2. Secondary Voltage Customer
All kW of Distribution Demand @ \$1.604 per kW

(Continued)

SCHEDULE 132
MUNICIPAL AND COUNTY
LARGE MISCELLANEOUS LIGHT AND
POWER SERVICE – VARIABLE PRICING
(Continued)

III. 30-DAY VARIABLE RATE (Continued)

D. Plus Energy Charge

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

1. For the period May 1 through September 30:

<u>Day Classification</u>	<u>On-Peak Period</u>	<u>On-Peak Rate Per kWh</u>	<u>Off-Peak Rate Per kWh</u>
A	11 a.m.- 9 p.m.	29.396¢	3.996¢
B	11 a.m.- 9 p.m.	3.035¢	2.259¢
C	7 a.m.- 10 p.m.	2.259¢	1.802¢

2. For the period October 1 through April 30:

<u>Day Classification</u>	<u>On-Peak Period</u>	<u>On-Peak Rate Per kWh</u>	<u>Off-Peak Rate Per kWh</u>
A	6 a.m.- noon & 5 p.m.- 9p.m.	29.396¢	4.496¢
B	6 a.m.- noon & 5 p.m.- 9 p.m.	3.035¢	2.363¢
C	6 a.m.- noon & 5 p.m.- 9 p.m.	2.363¢	2.022¢

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

(Continued)

SCHEDULE 132
MUNICIPAL AND COUNTY
LARGE MISCELLANEOUS LIGHT AND
POWER SERVICE – VARIABLE PRICING
(Continued)

III. 30-DAY VARIABLE RATE (Continued)

- E. Plus each kWh used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.
- F. The minimum charge shall be such as may be contracted for.

IV. NOTIFICATION OF DAY CLASSIFICATION

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

V. DETERMINATION OF PEAK DEMAND AND CONTRACT DEMAND

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

VI. DETERMINATION OF DISTRIBUTION DEMAND

The Distribution Demand shall be billed only where the service voltage is less than 69 kV. Service voltage is defined as the voltage associated with facilities which the Company would normally provide for the service required by the Customer. The kW of demand billed under III.C. shall be the Contract Demand.

(Continued)

SCHEDULE 132
MUNICIPAL AND COUNTY
LARGE MISCELLANEOUS LIGHT AND
POWER SERVICE – VARIABLE PRICING
(Continued)

VII. METER READING AND BILLING

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

VIII. SERVICE AVAILABLE

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

IX. PARALLEL OPERATION SERVICE

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

X. TERM OF CONTRACT

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

**SCHEDULE CSCM
MUNICIPAL AND COUNTY
CURTAILABLE SERVICE**

I. APPLICABILITY

This schedule is applicable on a voluntary basis to any account (Customer) who purchases electricity in accordance with Schedule 130 provided the account has, under the Company's normal metering policies, a meter capable of recording usage over 30 minute intervals. This schedule is not applicable to customers who elect Schedule_s SGCM and SGCM-1. Revisions to this schedule may be made in accordance with the provisions in the Agreement for the Purchase of Electric Service by Municipalities and Counties.

Customers served under this schedule should be aware that proceedings before the State Corporation Commission of Virginia may impact the availability, pricing, and terms and conditions for the Company's curtailable service to general retail customers in Virginia and hence may similarly impact this Schedule CSCM. These proceedings are expected to be active during the term of the Agreement of which this schedule is a part.

II. NOTIFICATION, CURTAILMENT PROVISIONS, AND MONTHLY BILLING TO THE CUSTOMER

A. Curtailments may be requested by the Company only from May 16 through September 30 (Summer) and from December 1 through March 31 (Winter). During the Summer, the potential curtailment period is from 2 p.m. to 9 p.m. During the Winter, the potential curtailment period is from 6 a.m. to 11 a.m., or from 5 p.m. to 10 p.m. For each calendar year, the total number of curtailments shall be limited to 13 curtailments during the Winter and 19 curtailments during the Summer. The Customer may elect curtailments for one or both seasons. If, during the Winter, curtailments are requested during both potential curtailment periods of a single day, these will be counted as two of the 13 total curtailments allowed.

B. If curtailments are elected for the Summer, the Customer shall specify the Summer Firm Demand, which shall be the maximum demand the Company is to supply during curtailment periods of the Summer season. Summer Firm Demand may be changed upon written notice subsequent to September 30 but prior to May 16. The Customer may elect to increase the Summer Firm Demand during the current Summer season upon written notice, subject to reimbursement in accordance with Paragraph III. Such increase in Summer Firm Demand shall not affect any previous billing for failure to reduce to the Summer Firm Demand then applicable.

(Continued)

**SCHEDULE CSCM
MUNICIPAL AND COUNTY
CURTAILABLE SERVICE
(Continued)**

- II. NOTIFICATION, CURTAILMENT PROVISIONS, AND MONTHLY BILLING TO THE CUSTOMER (Continued)
- C. If curtailments are elected for the Winter, the Customer shall specify the Winter Firm Demand, which shall be the maximum demand the Company is to supply during curtailment periods of the Winter season. Winter Firm Demand may be changed upon written notice subsequent to March 31 but prior to December 1. The Customer may elect to increase the Winter Firm Demand during the current Winter season upon written notice, subject to reimbursement in accordance with Paragraph III. Such increase in Winter Firm Demand shall not affect any previous billing for failure to reduce to the Winter Firm Demand then applicable.
- D. When notification of requested curtailment is provided at a time other than during a potential curtailment period, the Customer shall reduce load to the applicable Summer/Winter Firm Demand within 30 minutes of receiving notification, or at the beginning of the next potential curtailment period, whichever occurs later. When notification of requested curtailment is provided during a potential curtailment period, the Customer shall reduce load to the applicable Summer/Winter Firm Demand within 30 minutes of receiving notification. The Customer shall remain at or below the firm level until notification by the Company, or until the end of the potential curtailment period, whichever occurs first.
- E. Primary notification shall be through telecommunication equipment provided by the Company. The Customer shall arrange for telephone service, at the Customer's expense, dedicated solely to such equipment. A secondary notification procedure shall be established which is mutually agreeable to the Customer and the Company.
- F. Billing to the Customer shall include a monthly charge of \$50 to cover communication and administrative costs.
- III. DETERMINATION OF PAYMENT
- A. Payment to the Customer will be applicable for the billing months of December through March and June through September. Payment will not depend upon requested curtailment(s) or compliance. Payment may be made in the form of a deduction from billing to the Customer. For each billing month where payment is applicable, the Company shall determine the Curtailable Load defined as kW_1 minus kW_2 where kW_1 is the average demand over all potential curtailment periods of the current billing month, excluding days of curtailment, and kW_2 is the applicable Summer/Winter Firm Demand.

(Continued)

**SCHEDULE CSCM
MUNICIPAL AND COUNTY
CURTAILABLE SERVICE
(Continued)**

III. DETERMINATION OF PAYMENT (Continued)

B. When a payment is applicable, the Customer will be paid \$1.917 per kW of Curtailable Load for the billing months of December through March, and \$3.833 per kW of Curtailable Load for the billing months of June through September. In the event that the Summer Firm Demand is increased during the current Summer season, the Customer shall reimburse the Company for overpayments beginning with the most recent June billing month. In the event that the Winter Firm Demand is increased during the current Winter season, the Customer shall reimburse the Company for overpayments beginning with the most recent December billing month.

IV. BILLING FOR FAILURE TO CURTAIL

The Company shall determine the highest average kW measured in any 30-minute interval of each curtailment period. For each curtailment period during the Summer, the Customer shall be billed \$15.332 times any demand in excess of the Summer Firm Demand. For each curtailment period during the Winter, the Customer shall be billed \$7.668 times any demand in excess of the Winter Firm Demand.

V. TERM OF CONTRACT

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

SCHEDULE ELCCM
MUNICIPAL AND COUNTY
ECONOMIC LOAD CURTAILMENT

I. APPLICABILITY

This Schedule is applicable on a voluntary basis to any account (Customer) that, upon request of the Company, is able to reduce energy purchases from the Company by no less than 1000 kWh per hour. To participate under this Schedule, such Customer must enter into a Participation Agreement with the Company. A form of such Participation Agreement is attached hereto. Following the Company's receipt of a completed and signed Participation Agreement, the Customer shall be deemed, for purposes of this Schedule ELCCM, an "Eligible Customer."

This Schedule is not applicable to any Customer whose end-use is such that electrical load may be transferred from one location to another (e.g., service to pipeline pumping stations). Election to curtail is at the option of the Eligible Customer; provided, however, an Eligible Customer must submit the information required in the Binding Offer prior to each curtailment period. The Company may initiate requests for energy purchase reductions, at its discretion and without limitation, at any time during the periods of (a) May 1 through September 30 (summer season) or (b) December 1 through March 31 (winter season). This Schedule shall be applicable from its effective date until March 31, 2001.

II. COMPANY NOTIFICATION

Any Customer that desires to participate shall inform the Company by mailing or faxing the Participation Agreement to the Company's designated contact. The Company will place Eligible Customers on a Participation List, which will be used to solicit participation.

The Company shall notify the designated contact for each Eligible Customer by fax or other mutually agreed upon verifiable form of communication when the Company elects to utilize this Schedule (hereinafter, a "Company Notification"). Each Company Notification will include the following information: (a) the rate per kWh to be paid by the Company for the Eligible Customer's energy purchase reduction (the "Payment Rate"); (b) the date and time period of the requested energy purchase reduction (the "Curtailment Period"); and (c) the date and time by which the Eligible Customer must submit an offer to reduce energy purchases at the stated Payment Rate.

(Continued)

SCHEDULE ELCCM
MUNICIPAL AND COUNTY
ECONOMIC LOAD CURTAILMENT
(Continued)

II. COMPANY NOTIFICATION (Continued)

Each Company Notification will include the same proposed Payment Rate to all Eligible Customers; provided, however, the Company may, at its sole discretion, make multiple Company Notifications for the same curtailment period, with each such Company Notification specifying a different Payment Rate.

III. CUSTOMER OFFER AND COMPANY ACCEPTANCE

- A. If, following receipt of a Company Notification pursuant to Section II of this Schedule, an Eligible Customer desires to offer to reduce its energy purchases from the Company's electrical grid, the Eligible Customer must complete and submit a Binding Offer, stating its binding commitment to reduce its energy purchases. Each Binding Offer shall be submitted to the Company's designated contact by fax or other mutually agreed upon verifiable form of communication. The Eligible Customer's Binding Offer must specify, in kWh per hour (1000 kWh or more per hour), the amount of energy by which the Eligible Customer commits to reduce its energy purchases (the "Committed Quantity"), as compared to the Reference Profile (as determined pursuant to Section IV of this Schedule). The Committed Quantity energy purchase reduction must be the same amount for each hour of the Curtailment Period for which the Company has requested a reduction.
- B. Except as set forth in Paragraph C of this Section III below, the Company shall notify each Eligible Customer that has submitted a Binding Offer whether the Company will accept or reject such Binding Offer, such notification to be made by Company at least one hour prior to the commencement of the Curtailment Period. A Binding Offer accepted by the Company shall constitute a contract between the Company and the Eligible Customer, which shall be enforceable in accordance with terms of the Binding Offer and this Schedule ELCCM. The Company may reject all Binding Offers or any particular Binding Offer that does not comply with the requirements of this Schedule.

(Continued)

SCHEDULE ELCCM
MUNICIPAL AND COUNTY
ECONOMIC LOAD CURTAILMENT
(Continued)

III. CUSTOMER OFFER AND COMPANY ACCEPTANCE (Continued)

- C. An Eligible Customer may, at its discretion, submit a Binding Offer that indicates a need for a response from the Company as to whether the Company has accepted or rejected its Binding Offer earlier than the one-hour notice provision set forth in Paragraph B of this Section III above. In such case, the Binding Offer shall clearly identify the time by which the Eligible Customer requires notice of acceptance or rejection. The Company may, at its sole discretion, accept or reject any such Binding Offer that contains the early response qualification. The Company will exercise its best effort to notify the Customer if their Binding Offer is rejected. However, the Company's failure to notify the Eligible Customer that the Company has rejected the Binding Offer by the specified early response time shall be deemed a rejection of the Binding Offer by the Company.

IV. DETERMINATION OF REFERENCE PROFILE, KWH OF ENERGY CURTAILED

- A. An historical Summer and Winter Reference Profile, each of which will be provided to the Eligible Customer, shall be established by the Company, reflecting the Company's estimate of the Eligible Customer's typical load profile for peak days of the most recent summer and winter seasons, respectively.
- B. If the historical Reference Profile established pursuant to Paragraph A of this Section IV is, in the opinion of the Company, not representative of the Eligible Customer's future hourly load, the Company will establish a revised Reference Profile for such Eligible Customer's hourly load.
- C. An Eligible Customer's Reference Profiles established under this section will be reviewed by the Company prior to each season of each year and modified if necessary.
- D. If an Eligible Customer is served in conjunction with Schedule SGCM, the Reference Profile shall reflect standby generator operation as anticipated or demonstrated in accordance with Schedule SGCM. If an Eligible Customer is served in conjunction with Schedule CSCM, the Reference Profile load shall be no greater than the Eligible Customer's applicable Summer/Winter Firm Demand (as such terms are defined in Schedule CSCM). However, in the event Schedules SGCM and/or CSCM are not implemented during the applicable Schedule ELCCM Curtailment Period, the Eligible Customer's Reference Profile shall exclude standby generator operation or curtailable loads, as applicable.

(Continued)

SCHEDULE ELCCM
MUNICIPAL AND COUNTY
ECONOMIC LOAD CURTAILMENT
(Continued)

IV. DETERMINATION OF REFERENCE PROFILE, KWH OF ENERGY CURTAILED
(Continued)

- E. If an Eligible Customer is served under Schedule 132 and if the Schedule 132 day classification is not an "A" day during the applicable Schedule ELCCM Curtailment Period, the Eligible Customer's Reference Profile shall exclude load reductions associated with "A" day response.
- F. For purposes hereof, the quantity of energy purchases (stated in kWh) curtailed by the Eligible Customer (hereinafter, the "Curtailment Quantity") for each hour of the Curtailment Period shall be the difference between the applicable Summer or Winter Reference Profile and the Eligible Customer's actual energy purchases for such hour ("Actual Energy Purchases"); provided, however, the Curtailment Quantity shall not exceed the Committed Quantity of energy purchase reductions offered by the Eligible Customer in the Binding Offer.
- G. In the event that Company sales to an Eligible Customer reflect a component of load provided through generation operated by the Eligible Customer, the Reference Profile and Actual Energy Purchases shall be determined not based upon the Eligible Customer's load, but instead based upon that component of the Eligible Customer's load delivered from the Company's electrical grid.
- H. In the event the Company issues multiple Company Notifications covering the same Curtailment Period, each at a different Payment Rate, and in the event the Eligible Customer provides more than one Binding Offer for the same Curtailment Period, then, with the exception of the initial Binding Offer, the Reference Profile will be adjusted for each subsequent Binding Offer. The adjusted Reference Profile will be the previous Reference Profile less the previous Committed Quantity. For example, the Reference Profile for the second Binding Offer (RP²) will be the Reference Profile for the first Binding Offer (RP¹) less the first Binding Offer's Committed Quantity (CQ¹). [RP² = RP¹ - CQ¹].
- I. If an Eligible Customer plans to reduce energy purchases from the Company through self-generation of energy, the Eligible Customer may elect to have Company metering, with a dedicated phone line, installed on the Eligible Customer's generation. In such event, the metered quantity of energy self-generated shall be utilized in lieu of the otherwise applicable Reference Profile for purposes of determining the Curtailment Quantity using the methodology described in Paragraph H of this Section IV above.

(Continued)

SCHEDULE ELCCM
MUNICIPAL AND COUNTY
ECONOMIC LOAD CURTAILMENT
(Continued)

IV. DETERMINATION OF REFERENCE PROFILE, KWH OF ENERGY CURTAILED
(Continued)

Such metering equipment shall be installed in accordance with Paragraph XI of the Agreement for the Purchase of Electric Service by Municipalities and Counties (or its successor provision). Further, if an Eligible Customer that utilizes self-generation hereunder submits more than one Binding Offer for the same Curtailment Period (i.e., responding to multiple Company Notifications), then the total Curtailment Quantity (as determined pursuant to this paragraph) shall be applied first to the Committed Quantity set forth in the Company's earliest Company Notification and then to each subsequent Company Notification that formed the basis of the Binding Offers until the Curtailment Quantity is exhausted.

V. PAYMENT

Payments under this Schedule will be in the form of credits to the Eligible Customer's regular bill and will be determined for each hour of the Curtailment Period as follows:

$[(\text{Curtailment Quantity}) \times (\text{PR} - \text{AR})]$

where PR is the Company's "Payment Rate" offer, per kWh; and where AR is the Company's estimate of the Eligible Customer's avoided tariff rate, per kWh, during the Curtailment Period, not to exceed the Payment Rate.

VI. ADDITIONAL CHARGES

If, after the Company accepts a Binding Offer to reduce energy purchases under Section III, the Eligible Customer fails to reduce energy by the Committed Quantity for any hour of the Curtailment Period agreed upon in the Binding Offer, the Eligible Customer shall be charged for each such hour, in addition to all other charges under the applicable rate schedule for the Eligible Customer's normal service, an amount equal to:

$(\text{Committed Quantity} - \text{Curtailment Quantity}) \times \text{the Payment Rate} \times 3.0.$

For not more than two hours in a calendar year, the Eligible Customer may request, and the Company will agree, to waive the additional charges contemplated above, provided the Curtailment Quantity equals or exceeds 90% of the Committed Quantity for such hour. The Eligible Customer must request the waiver in writing so that it is received by the Company no later than the due date of the bill for the billing month in which the waiver is applicable.

(Continued)

SCHEDULE ELCCM
MUNICIPAL AND COUNTY
ECONOMIC LOAD CURTAILMENT
(Continued)

VII. KW DEMAND RECONCILIATION IN ACCORDANCE WITH COMPANION SCHEDULE

In the event that the Eligible Customer submits a Binding Offer for the current billing month, kW load measurements used for the determination of demand in accordance with the Eligible Customer's companion schedule shall be as follows:

- A. Where the Eligible Customer has not elected to have Company owned metering installed in accordance with Paragraph IV.I., above, the minimum kW demand for each half-hour shall be the kW demand from the Reference Profile for each half-hour. In the event that Company sales to the Eligible Customer reflect a component of load provided through generation operated by the Eligible Customer, kW load measurements shall regard only that component of load provided from the Company's electrical grid.
- B. Where the Eligible Customer has elected to have Company owned metering installed in accordance with Paragraph IV.I., above, the load recorded at the Eligible Customer's generator resulting from a Binding Offer will be totalized with the load recorded as delivered from the Company's grid for the purpose of determining any kW load measurements.

VIII. TERM OF AGREEMENT

The term of any Participation Agreement entered into hereunder shall be effective through March 31, 2001.

(Continued)

SCHEDULE ELCCM
Economic Load Curtailment
Participation Agreement

To: Virginia Power
Fax Number (804) 273-_____

Customer Information:

Account Name: _____
Account Number: _____
Contact Name: _____
Contact Phone Number: _____
Alternate Phone Number: _____
Contact Pager Number: _____
Contact E-Mail Address: _____
Contact Fax Number: _____
Typical Maximum Load (KW): _____
Expected Summer Load Reduction During Curtailment
(KWH per hour): _____
Expected Winter Load Reduction During Curtailment
(KWH per hour): _____

I understand that this is a voluntary program, and Virginia Power is under no obligation to provide a Company Notification in accordance with Schedule ELCCM.

By signing this document, I am verifying that I am authorized to perform this transaction.

(Name) (Title) (Date)

(Continued)

Curtailment No. _____
Offer No. _____
Offer Expires _____

**SCHEDULE ELCCM
ECONOMIC LOAD CURTAILMENT
BINDING OFFER FOR LOAD CURTAILMENT**

To: Virginia Power
Fax Number (804) 273-_____

Virginia Power Notification for Offer

Payment Rate: \$ ____/kWh

Date of Curtailment: _____

Times of Curtailment: _____

Eligible Customer Information:

Account Name: _____

Account Number: _____

Contact Name: _____

Contact Phone Number: _____

Alternate Phone number: _____

Contact Pager Number: _____

Contact E-Mail Address: _____

Contact Fax Number: _____

Committed Quantity Load Reduction (KWH per hour): _____

Need Virginia Power to Accept Offer by ____ : ____ A.M. P.M. Date: _____

I understand that this is a binding commitment to reduce energy purchases by the amount shown above for the time period requested, should Virginia Power accept this Binding Offer. I am fully aware of the conditions associated with this response, and am aware of the additional charges that may be associated with my failure to perform in accordance with this Binding Offer and Schedule ELCCM. I will be notified if this bid is accepted. By signing this document, I am verifying that I am authorized to perform this transaction.

(Name)

(Title)

(Date)

Received and Accepted by: Received and Rejected by:
VIRGINIA ELECTRIC AND POWER COMPANY

By: _____

Title: _____

Date: _____

**SCHEDULE SGCM
MUNICIPAL AND COUNTY
STANDBY GENERATOR**

I. APPLICABILITY

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

Customers served under this schedule should be aware that proceedings before the State Corporation Commission of Virginia may impact the availability, pricing, and terms and conditions for the Company's standby generator service to general retail customers in Virginia and hence may similarly impact this Schedule SGCM. These proceedings are expected to be active during the term of the Agreement of which this schedule is a part.

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

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

(Continued)

SCHEDULE SGCM
MUNICIPAL AND COUNTY
STANDBY GENERATOR
(Continued)

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

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

III. DETERMINATION OF PAYMENT TO CUSTOMER

- A. For each season the Customer shall contract for the amount of load the standby generation will maintain upon Company requested operation. This amount shall be based on the kW output of the Customer's standby generator, and shall be referred to as the capacity level (CL). Summer CL need not equal Winter CL. Both shall be mutually agreeable to the Customer and the Company, but no greater than the load connected to the Customer's generation.
- B. Payment to the Customer may be made in the form of a deduction from billing to the Customer. During billing months where operation of standby generation is not requested by the Company, the customer shall be paid based on the applicable contracted CL. For all other billing months the Customer shall be paid based on the Average Capacity Generated during Company requests. Average Capacity Generated is defined as the total energy generated during period(s) of Company requested operation during the current billing month, divided by the hours of requested operation during the current billing month. For the billing months of November through April, the Customer shall be paid \$1.278 per kW. For the billing months of May through October, the Customer shall be paid \$2.556 per kW.

(Continued)

SCHEDULE SGCM
MUNICIPAL AND COUNTY
STANDBY GENERATOR
(Continued)

III. DETERMINATION OF PAYMENT TO CUSTOMER (Continued)

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

IV. METERING AND FACILITY INSPECTION

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

V. METER READING, BILLING, AND PAYMENT

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

VI. TERM OF CONTRACT

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

SCHEDULE SGCM-1
MUNICIPAL AND COUNTY
STANDBY GENERATOR

I. APPLICABILITY

- A. This schedule is applicable only to customers receiving service under Schedule SGCM as of July 30, 1997.
- B. Furthermore, applicability is limited to Customers who: (1) purchases electricity in accordance with any applicable rate schedule for miscellaneous light and power; all-electric buildings and dual fuel systems; and water pumping, sewage pumping, and sewage disposal service, (2) have standby generation capacity of 100 kW or greater which is not normally operated in parallel with the Company, and (3) have the standby generation electrically connected to only one companion account. Under this schedule the Customer agrees to transfer load normally served by the Company to his standby generation upon Company request. Standby generation is defined as generation installed by the Customer to supply electricity during those times when service is not available from the Company. Revisions to this schedule may be made in accordance with the provisions in the Agreement for the Purchase of Electric Service by Municipalities and Counties.

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

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

(Continued)

SCHEDULE SGCM-1
MUNICIPAL AND COUNTY
STANDBY GENERATOR
(Continued)

- II. NOTIFICATION, GENERATION PROVISIONS, AND MONTHLY BILLING TO THE CUSTOMER (Continued)
- C. When notification of requested operation is provided at a time other than during a potential operation period, the Customer shall begin operation within two hours, or at the beginning of the next potential operation period, whichever occurs later. When notification of requested operation is provided by the Company during a potential operation period, the Customer shall begin operation within two hours of receiving notification. The Customer shall continue operation until notification by the Company, or until the end of the potential operation period, whichever occurs first.
 - D. Primary notification shall be through telecommunication equipment provided by the Company. The Customer shall arrange for telephone service, at the Customer's expense, dedicated solely to such equipment. A secondary notification procedure shall be established which is mutually agreeable to the Customer and the Company.
- III. DETERMINATION OF PAYMENT TO CUSTOMER
- A. For each season the Customer shall contract for the amount of load the standby generation will maintain upon Company requested operation. This amount shall be based on the kW output of the Customer's standby generator, and shall be referred to as the capacity level (CL). Summer CL need not equal Winter CL. Both shall be mutually agreeable to the Customer and the Company, but no greater than the Customer's respective Summer and Winter Existing Capacity. Summer and Winter Existing Capacity is defined as the Customer's Summer and Winter CL, respectively, that was in effect under Schedule SGCM in the 1997 Summer season and the 1996/1997 Winter season.
 - B. Payment to the Customer may be made in the form of a deduction from billing to the Customer. During billing months where operation of standby generation is not requested by the Company, the Customer shall be paid based on the applicable contracted CL. For all other billing months the Customer shall be paid based on the Average Capacity Generated during Company requests, but in no case greater than the respective season's CL. Average Capacity Generated is defined as the total energy generated during period(s) of Company requested operation during the current billing month, divided by the hours of requested operation during the current billing month. For the billing months of November through April, the Customer shall be paid \$4.50 per kW. For the billing months of May through October, the Customer shall be paid \$8.00 per kW.

(Continued)

SCHEDULE SGCM-1
MUNICIPAL AND COUNTY
STANDBY GENERATOR
(Continued)

III. DETERMINATION OF PAYMENT TO CUSTOMER (Continued)

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

IV. METERING AND FACILITY INSPECTION

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

V. METER READING, BILLING, AND PAYMENT

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

VI. TERM OF CONTRACT

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

SCHEDULE 150
MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE
HIGH PRESSURE SODIUM

I. APPLICABILITY

Service on this schedule is available to any municipality or county, or any board, agency or authority thereof for the supply of high pressure sodium roadway, directional and area lighting service.

II. MONTHLY RATE

A. Roadway, Directional and Area Lighting Service

1. Type 1 fixtures, which consist of the following fixture types: open vertical, enclosed (drop or flat lens), small colonial, traditional colonial, contemporary, sphere, and the rectangular.

<u>Approximate Lumens</u>	<u>Input Wattage</u>	<u>Monthly kWh</u>	<u>Rate Per Unit Per Month</u>
5,000	82	30	\$6.87
8,000	120	40	\$7.55
14,000	202	70	\$9.19
23,000	315	105	\$12.83
42,000	490	160	\$19.45
127,000	1,130	380	\$30.03

2. Type 2 fixtures, which consist of the following fixture types: ultra (drop or flat lens), acorn, carlyle and the decorative colonial.

<u>Approximate Lumens</u>	<u>Input Wattage</u>	<u>Monthly kWh</u>	<u>Rate Per Unit Per Month</u>	
			<u>First Unit Per Pole</u>	<u>Each Additional Unit on Same Pole</u>
5,000	82	30	\$15.06	\$7.18
8,000	120	40	\$15.62	\$7.82
14,000	202	70	\$17.04	\$9.31
23,000	315	105	\$20.38	\$12.10
42,000	490	160	\$25.55	\$15.29

(Continued)

SCHEDULE 150
MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE
HIGH PRESSURE SODIUM
(Continued)

II. MONTHLY RATE (Continued)

3. Directional Lighting Service

Approximate Lumens	Input Wattage	Monthly kWh	Rate Per Unit Per Month	
			First Unit Per Pole	Each Additional Unit on Same Pole
23,000	315	105	\$20.25	\$8.56
42,000	490	160	\$20.38	\$13.09
127,000	1,130	380	\$30.80	\$22.84

4. Expressway — Specifically designed luminaires which allow greater spacing and up to 40 foot setbacks from the outside lane edge of highways.

Approximate Lumens	Input Wattage	Monthly kWh	Rate Per Unit Per Month	
			First Unit Per Pole	Each Additional Unit on Same Pole
23,000	315	105	\$32.40	\$19.66
42,000	490	160	\$35.11	\$22.37

5. Charge for Fluted Poles and for Aluminum Bridge Poles Meeting Requirements of Schedule 152

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

- i. aluminum fluted decorative pole or bridge pole \$14.99
- ii. fiberglass fluted decorative pole \$5.99

The sum of the appropriate pole charges in this paragraph and the charges from II.A.1. or 2. above shall be used to determine the excess of six years' revenue.

(Continued)

SCHEDULE 150
MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE
HIGH PRESSURE SODIUM
(Continued)

II. MONTHLY RATE (Continued)

6. Availability of Additional Fixtures

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

B. Fuel Adjustment Charge

Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause. Kilowatthours used shall be the "Monthly kWh" shown above for each lamp.

C. Minimum Charge

The monthly minimum charge shall be the rate specified in Section II. A. above. The minimum charge shall be increased by any applicable fuel adjustment factor.

III. PAYMENTS

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

IV. TERMS AND CONDITIONS

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

(Continued)

SCHEDULE 150
MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE
HIGH PRESSURE SODIUM
(Continued)

IV. TERMS AND CONDITIONS (Continued)

The Customer shall report to the Company, as promptly as possible, any lights that are out or not burning properly. The Company will, except in storm or other unusual weather or operating conditions, endeavor to replace or repair such lights within three working days after such report for overhead installations and within five working days for underground installations. If the streetlight has not been repaired within eleven calendar days regardless of the reason, the Company will automatically adjust the billing. The amount of any refund or credit for such lights shall be prorated for the days of outage following the first report to the Company. The above paragraph will not be applicable to outages caused by extraordinary circumstances requiring abnormal repairs.

Upon request, the Company will provide a report to the Customer on a monthly basis of all street light outages reported to the Company which occurred during the month. The report shall state [a] the location of the street light, [b] the lumen size [c] type of lamp (MV or HPSV) [d] type of fixture (Type 1 or Type 2), [e] the date the outage was reported, [f] when the outage was repaired, [g] the number of days the light was out, [h] the amount of any applicable bill adjustment, and [i] the cause of the problem.

SCHEDULE 151
MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE
INCANDESCENT, MERCURY VAPOR, AND URBANLITES
CLOSED EXCEPT AS OUTLINED HEREIN

I. APPLICABILITY

Service on this schedule for the incandescent, mercury vapor and urbanlites lighting units listed below is available to any municipality or county, or any board, agency or authority thereof for roadway, directional and area lighting service for installations existing as of January 1, 1986, only. Other units listed below are available only as described in the next paragraph.

Existing incandescent (until removed under the Company's incandescent removal plan), mercury vapor or urbanlite units as listed below will continue to be supplied at those locations being served as of January 1, 1986, at the rates set forth below. In the event such an existing unit is discontinued at Customer's option, it shall not thereafter be available at such location. No additional such units will be supplied, and in the event any such other unit shall fail and cannot be made operative in the field, at Customer's option the Company will, at Company's cost, after reasonable notification to Customer, either (a) remove and not replace the defective fixtures, or (b) replace the same with Company's high pressure sodium vapor fixture of Customer's choice which will thereafter be billed at the appropriate rate; except that a new mercury vapor unit will be installed upon the Customer's request if it is to be within a block which already has existing mercury vapor units or adjacent to an area which has existing mercury vapor units. However, if the existing area served by mercury vapor is separated from the unlighted area by an identifiable visual break, such as a major thoroughfare, a major intersection, a body of water, or a grove of trees, etc., no mercury vapor units will be installed in the unlighted area. In all other instances where such visual break is not readily identifiable, the Customer will make the determination as to whether mercury vapor units are to be installed but in all instances, the Customer will make every effort to install high pressure sodium vapor units.

(Continued)

SCHEDULE 151
MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE
INCANDESCENT, MERCURY VAPOR, AND URBANLITES
CLOSED EXCEPT AS OUTLINED HEREIN
(Continued)

II. MONTHLY RATE

A. Roadway, Directional and Area Lighting Service

1. Mercury Vapor (MV)

<u>Approximate Lumens</u>	<u>Input Wattage</u>	<u>Monthly kWh</u>	<u>Rate Per Unit Per Month</u>
3,300 MV	125	40	\$7.11
7,000 MV	208	70	\$8.56
11,000 MV	294	100	\$11.21
20,000 MV	452	150	\$16.14
33,000 MV	765	250	\$25.41
53,000 MV	1,080	360	\$32.90

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

<u>Approximate Lumens</u>	<u>Input Wattage</u>	<u>Monthly kWh</u>	<u>Rate Per Unit Per Month</u>
20,000 MV	452	150	\$24.70
14,000 HPS	202	70	\$18.54
23,000 HPS	315	105	\$20.15

3. Directional Lighting Service

<u>Approximate Lumens</u>	<u>Input Wattage</u>	<u>Monthly kWh</u>	<u>Rate Per Unit Per Month</u>	
			<u>First Unit Per Pole</u>	<u>Each Additional Unit on Same Pole</u>
20,000 MV	452	150	\$17.48	\$13.16
53,000 MV	1,080	360	\$31.71	\$23.26

(Continued)

SCHEDULE 151
MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE
INCANDESCENT, MERCURY VAPOR, AND URBANLITES
CLOSED EXCEPT AS OUTLINED HEREIN
(Continued)

II. MONTHLY RATE (Continued)

4. Incandescent (INC) Lighting Service

<u>Approximate Lumens</u>	<u>Input Wattage</u>	<u>Monthly kWh</u>	<u>Rate Per Unit Per Month</u>
2,500 INC	202	70	\$8.52
4,000 INC	327	110	\$10.32
6,000 INC	448	150	\$10.40
10,000 INC	690	230	\$13.53

B. Fuel Adjustment Charge

Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause. Kilowatthours used shall be the "Monthly kWh" shown above for each lamp.

C. Minimum Charge

The monthly minimum charge shall be the rate specified in Section II.A. above. The minimum charge shall be increased by any positive applicable fuel adjustment factor.

III. PAYMENTS

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

IV. TERMS AND CONDITIONS

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

(Continued)

SCHEDULE 151
MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE
INCANDESCENT, MERCURY VAPOR, AND URBANLITES
CLOSED EXCEPT AS OUTLINED HEREIN
(Continued)

IV. TERMS AND CONDITIONS (Continued)

The Customer shall report to the Company, as promptly as possible, any lights that are out or not burning properly. The Company will, except in storm or other unusual weather or operating conditions, endeavor to replace or repair such lights within three working days after such report for overhead installations and within five working days for underground installations. If the street light has not been repaired within eleven calendar days regardless of the reason, the Company will automatically adjust the billing period. The amount of any refund or credit for such lights shall be prorated for the days of outage following the first report to the Company. The above paragraph will not be applicable to outages caused by extraordinary circumstances requiring abnormal repairs.

Upon request, the Company will provide a report to the Customer on a monthly basis of all street light outages reported to the Company which occurred during the month. The report shall state [a] the location of the street light, [b] the lumen size [c] type of lamp (INC, MV or HPS) [d] type of fixture [e] the date the outage was reported, [f] when the outage was repaired, [g] the number of days the light was out, [h] the amount of any applicable billing adjustment, and [i] the cause of the problem.

SCHEDULE 152
MUNICIPAL AND COUNTY
STREET LIGHTING FIXTURES ON BRIDGES AND OVERPASSES

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

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

SCHEDULE 153
MUNICIPAL AND COUNTY
STREET LIGHTING - SPECIAL FIXTURES

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

1. The Customer shall pay:
 - a. The excess of Six Years' Revenue plus the applicable tax effect recovery factor (TERF) for a normal street lighting installation.
 - b. All charges pursuant to Schedule 150 or 151, as applicable, which apply to a normal lighting installation of the same lamp type (i.e., high pressure sodium, mercury vapor, etc.) and size.
 - c. A facilities charge pursuant to Schedule B for the difference in cost between a normal lighting installation and the special lighting installation.
2. The Customer shall provide all fixed items such as conduit, hand holes, manholes, pole bases, etc.
3. A perpetual inventory of these special fixtures/poles/replacement parts as may be required will be provided by the Customer to consist of not less than 10% of the installed fixtures/poles. Storage for the inventory shall be provided by the Customer.
4. If the fixtures/poles prove to require an excessive amount of maintenance, the Company and Customer will agree upon a modified facility charge rate.
5. Notwithstanding the termination date of the Agreement of which this schedule is a part, Customer agrees to have an initial term of five years for installation of the fixtures/poles continuing thereafter until 90 days written notice of termination is given.
6. Should the Customer request a change in the special fixtures/poles such change shall be paid for by the Customer.
7. Customer shall pay the Company its cost of purchasing any special fixtures, poles or parts for replacement for existing installations as well as for repair. Such cost shall be the greater of the invoice cost plus 10 % or the invoice cost plus \$50.00.
8. Maintenance and servicing of these special fixtures/poles shall be at a standard not less than that furnished to other fixtures provided by the Company to the Customer and as specified in Section IV, Terms and Conditions of the Street Lighting Schedules.

(Continued)

SCHEDULE 153
MUNICIPAL AND COUNTY
STREET LIGHTING - SPECIAL FIXTURES
(Continued)

9. Customer agrees that the special fixtures/poles to be requested will:
 - a. meet ANSI standards,
 - b. be of utility quality or better,
 - c. be capable of being maintained within Company safety standards,
 - d. accept the Company's standard lamp (mogul base), and
 - e. meet Company's engineering requirements, safety requirements, and other specifications.

10. In the event any special lighting fixture and/or pole originally supplied by the Customer under this Schedule, or equivalent schedule under a previous Agreement, becomes a standard lighting fixture and/or pole (referred to collectively as "installation") for which the Company has provided an applicable rate, the Company will serve such installation under the applicable rate. In such event, the Company will purchase from the Customer all repair parts, poles and luminaires purchased by the Customer for inventory and/or repair which the Customer was required by the Company to have in inventory as provided in paragraph 3 of this Schedule. The Company shall purchase such materials from the Customer at the Company's existing rate for similar materials.

SCHEDULE 154
MUNICIPAL AND COUNTY
SERVICE TO CUSTOMER-OWNED
STREET, AREA AND OTHER OUTDOOR LIGHTING FACILITIES
OPERATED ONLY DURING NIGHT-TIME HOURS

I. APPLICABILITY

This schedule may be selected by any municipality or county or any board, agency or authority thereof, for the supply of alternating current electricity to Customer installed, owned, and maintained street, area or other outdoor lighting facilities which meet the Terms and Conditions of this schedule. Electricity supplied under this schedule shall not be used for other purposes.

II. MONTHLY RATE

A. Basic Customer Charge

1. For metered service, the Basic Customer Charge is \$5.50
2. For unmetered service, the Basic Customer Charge is \$2.00 per delivery point.

B. Plus Energy Charge

Rate per kWh: 4.628¢

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

D. Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.

III. PAYMENTS

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

(Continued)

SCHEDULE 154
MUNICIPAL AND COUNTY
SERVICE TO CUSTOMER-OWNED
STREET, AREA AND OTHER OUTDOOR LIGHTING FACILITIES
OPERATED ONLY DURING NIGHT-TIME HOURS
(Continued)

IV. TERMS AND CONDITIONS

- A. Metered service shall be supplied to one delivery point. When metered service is provided, the Customer will install, own and maintain an appropriate approved structure to support the Company's metering facilities.
- B. Unmetered service may be supplied to one or more delivery points when mutually agreed by the Company and the Customer. When unmetered service is provided, the Company will connect to the Customer's conductors at the base of the lighting pole in a suitable space which meets the Company's specifications and approval, and the Customer shall not extend power distribution facilities from the light pole. The Customer shall provide, at each delivery point, suitable protective devices to protect the Company's facilities from overload. For electric service to underpass lighting and illuminated information signs, the location of the delivery point shall be as mutually agreed by the Company and the Customer.
- C. The Customer's lighting shall be switched by a photoelectric control that fails in the off position. Photoelectric controls shall be designed to energize the luminaire when the ambient light is 1.5 footcandles (a tolerance of ± 0.3 footcandles is allowed). The control shall be designed so that, once energized, the luminaire is de-energized before the ambient light increases to 2.5 footcandles. The control shall be located such that it is not blocked from the natural ambient light.
- D. The Company shall extend facilities to the delivery point(s) upon payment of the Excess of Four Year's Revenue.
- E. For unmetered service arrangements, the Customer shall provide written notification of the connected load initially served and shall notify the Company in writing prior to any increase in the connected load.

SCHEDULE A
MUNICIPAL AND COUNTY
TEMPORARY SERVICE CHARGE

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

- A. Advance payment to the Company will not be required prior to connection of the service. A Temporary Service Charge which, except as modified by Paragraphs B. and C., shall be the estimated net cost (including all applicable overhead costs) of installing and removing the service facilities furnished by the Company both on and off the Customer's premises, but in no case shall such charge be less than \$23.48.
- B. Temporary service shall be furnished at a future permanent service location in accordance with the following:
 - 1. The charge for temporary service shall be the total of the items listed below:
 - a. The Temporary Service Charge shall be the net cost (including all applicable overhead costs) that is in excess of the cost of furnishing permanent service.
 - b. When primary lines and/or transformers are to be installed for supplying temporary service and the Temporary Service Charge does not include the cost of removing all such primary lines and/or transformers, the Customer shall pay the line extension charges (if any) for permanent service at that location.
 - 2. Permanent underground and pad mounted facilities which operate at more than 600 volts normally shall not be installed to provide temporary service.
 - 3. All provisions of this Agreement for the extension of permanent service facilities shall also apply to the permanent portion of any extension made in accordance with this Paragraph B.
- C. When the construction necessary to install the required service is a service drop (single-phase, 3-wire, overhead) or underground service from an existing secondary, or from an existing padmounted transformer, the Customer may elect to pay, in lieu of the charges described in Paragraph A. or B., the currently effective flat charge as approved by the Virginia State Corporation Commission, provided that the temporary service meets the required specifications. However, if the Customer requests the Company to prepare an estimate under either Paragraph A. or B., above, then the flat charge under this Paragraph C. will not be applicable.

SCHEDULE B
MUNICIPAL AND COUNTY
EXCESS FACILITIES SERVICE RATE

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

- A. The Customer agrees to pay the Company a Monthly Facilities Charge equal to 1.58% of the estimated new installed cost of all facilities provided by the Company in addition to those facilities which the Company would normally provide to supply electricity to the Customer at one delivery point. The Monthly Facilities Charge will be in addition to the charge for electricity in accordance with the applicable rate schedule.

- B. In lieu of the charge specified in Paragraph A. above, the Customer agrees to pay, (a) a one-time Facilities Charge equal to the estimated new installed cost of all facilities provided by the Company in addition to those the Company would normally provide multiplied by the Tax Effect Recovery Factor specified in Schedule C, plus (b) a Monthly Facilities Charge equal to 0.66% of said cost.

SCHEDULE C
MUNICIPAL AND COUNTY
MISCELLANEOUS AND STANDBY CHARGES

1. Connection Charge

A connection charge of \$15.00 per service shall apply for each new or additional service initiated.

2. Minimum Temporary Service Charge

The charge for the initiation of temporary service shall not be less than \$23.48 per instance.

3. Tax Effect Recovery Factor (TERF)

A Tax Effect Recovery Factor of 1.29 shall be applied to monies collected and classified as contributions in aid of construction. This factor subject to change concurrent with any change authorized for other retail customers in Virginia.

4. Minimum Charge for Parallel or Standby Service

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

a. The greater of:

(1) Contract demand per kW (as determined in Section XII of Agreement) \$3.04

or

(2) Monthly Minimum Charge per kWh @ \$2.834¢
plus the amount determined below, but not less than zero

b. (Total kWh Charge for the Billing Period as Determined Under the Applicable Rate Schedule)

— (kWh for the Billing Period X Rate per kWh Listed in 4a.2. Above)

+ (kWh for the Billing Period X Monthly Fuel Adjustment Factor)

5. Alternate Service Meter Minimum Charge

For alternate service locations billed in accordance with XI.C.1. through XI.C.5. of the Terms and Conditions, the minimum amount billed for the electricity at the alternate service meter shall be \$23.62.

SCHEDULE D
MUNICIPAL AND COUNTY
MERCURY VAPOR TO HIGH PRESSURE SODIUM
CONVERSION CHARGES

I. APPLICABILITY

This schedule of charges is applicable to the conversion of mercury vapor luminaires to high pressure sodium luminaires of the same style where the new luminaire is placed at the same position and height as the retired luminaire.

II. CONVERSION CREDITS

Conversion credits are included in the conversion charges stated in this schedule. If, however, the net additional six-year revenue (excluding fuel revenue) exceeds the specified credit amount, then the total credit allowed will be the amount of such net additional revenue.

III. TAX EFFECT RECOVERY FACTOR (TERF)

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

(Continued)

SCHEDULE D
MUNICIPAL AND COUNTY
MERCURY VAPOR TO HIGH PRESSURE SODIUM
CONVERSION CHARGES
(Continued)

IV. CONVERSION CHARGES

A. For mercury vapor luminaires that are in an area scheduled for relamping, the conversion charges per luminaire (excluding TERF) are as follows:

Mercury Vapor Size Converted From	High Pressure Sodium Size Converted To					
	5,000	8,000	14,000	23,000	42,000	127,000
3,300					Estimated	Estimated
Cost	\$170.00	\$170.00	\$185.00	\$225.00	Cost Less	Cost Less
Credit	- 30.00	- 30.00	-30.00	- 30.00	\$30.00	\$30.00
Net Charge	\$140.00	\$140.00	\$155.00	\$195.00	Credit	Credit
7,000					Estimated	Estimated
Cost	\$170.00	\$185.00	\$185.00	\$230.00	Cost Less	Cost Less
Credit	- 30.00	- 30.00	- 30.00	- 30.00	\$30.00	\$30.00
Net Charge	\$140.00	\$155.00	\$155.00	\$200.00	Credit	Credit
11,000					Estimated	Estimated
Cost	Estimated	\$185.00	\$185.00	\$230.00	\$195.00	Cost Less
Credit	Cost Less	- 30.00	- 30.00	- 30.00	- 30.00	\$30.00
Net Charge	Credit	\$155.00	\$155.00	\$200.00	\$165.00	Credit
20,000		Estimated				Estimated
Cost	Estimated	Cost Less	\$220.00	\$220.00	\$190.00	Cost Less
Credit	Cost Less	\$30.00	- 30.00	- 30.00	- 30.00	\$30.00
Net Charge	Credit	Credit	\$190.00	\$190.00	\$160.00	Credit
33,000		Estimated				Estimated
Cost	Estimated	Cost Less	\$195.00	\$225.00	\$190.00	Cost Less
Credit	Cost Less	\$30.00	- 30.00	- 30.00	- 30.00	\$30.00
Net Charge	Credit	Credit	\$165.00	\$195.00	\$160.00	Credit
53,000		Estimated	Estimated			Estimated
Cost	Estimated	Cost Less	Cost Less	\$225.00	\$190.00	Cost Less
Credit	Cost Less	\$30.00	\$30.00	- 30.00	- 30.00	\$30.00
Net Charge	Credit	Credit	Credit	\$195.00	\$160.00	Credit

(Continued)

SCHEDULE D
MUNICIPAL AND COUNTY
MERCURY VAPOR TO HIGH PRESSURE SODIUM
CONVERSION CHARGES
(Continued)

IV. CONVERSION CHARGES (Continued)

B. For mercury vapor luminaires that are not in an area scheduled for relamping, the conversion charges per luminaire (excluding TERF) are as follows:

Mercury Vapor Size Converted From	High Pressure Sodium Size Converted To					
	5,000	8,000	14,000	23,000	42,000	127,000
3,300					Estimated Cost Less	Estimated Cost Less
Cost	\$170.00	\$170.00	\$185.00	\$225.00	\$18.00	\$18.00
Credit	- 18.00	- 18.00	- 18.00	- 18.00	Credit	Credit
Net Charge	\$152.00	\$152.00	\$167.00	\$207.00		
7,000					Estimated Cost Less	Estimated Cost Less
Cost	\$170.00	\$185.00	\$185.00	\$230.00	\$18.00	\$18.00
Credit	- 18.00	- 18.00	- 18.00	- 18.00	Credit	Credit
Net Charge	\$152.00	\$167.00	\$167.00	\$212.00		
11,000	Estimated Cost Less				\$195.00	Estimated Cost Less
Cost	\$18.00	\$185.00	\$185.00	\$230.00	- 18.00	\$18.00
Credit	Credit	- 18.00	- 18.00	- 18.00	Credit	Credit
Net Charge		\$167.00	\$167.00	\$212.00	\$177.00	
20,000	Estimated Cost Less	Estimated Cost Less			\$190.00	Estimated Cost Less
Cost	\$18.00	\$18.00	\$220.00	\$220.00	- 18.00	\$18.00
Credit	Credit	Credit	- 18.00	- 18.00	Credit	Credit
Net Charge			\$202.00	\$202.00	\$172.00	
33,000	Estimated Cost Less	Estimated Cost Less			\$190.00	Estimated Cost Less
Cost	\$18.00	\$18.00	\$195.00	\$225.00	- 18.00	\$18.00
Credit	Credit	Credit	- 18.00	- 18.00	Credit	Credit
Net Charge			\$177.00	\$207.00	\$172.00	
53,000	Estimated Cost Less	Estimated Cost Less	Estimated Cost Less		\$190.00	Estimated Cost Less
Cost	\$18.00	\$18.00	\$18.00	\$225.00	- 18.00	\$18.00
Credit	Credit	Credit	Credit	- 18.00	Credit	Credit
Net Charge				\$207.00	\$172.00	

SCHEDULE E
MUNICIPAL AND COUNTY
STREET LIGHTING PATROL SERVICE

Upon request by the Customer, the Company will furnish to Customer a patrolling service of one or more units consisting of a motor vehicle and operator (who shall be an employee of Company) to patrol the streets, roadways, alleys and other accessible public areas within the Customer's jurisdictional limits, as designated by Customer, and report street lights furnished by Company which are not in proper operating condition. The charge for such service shall be at the rate of \$37.75 per hour for each patrolling unit furnished. Such service shall be for such hours and days of the week as agreed upon by the Company and Customer. In the event such patrolling service is furnished hereunder, each patrol shall give prompt notice of all such lights not properly operating to Company and to Customer (with reasonable identification thereof) and such notice shall satisfy all notice requirements in Paragraph IV of all Street Lighting Schedules included in this Agreement. Such patrol rate is subject to adjustment for increased costs by the Company at the beginning of each succeeding year of this Agreement.

RIDER A
MUNICIPAL AND COUNTY
FUEL ADJUSTMENT CLAUSE

When the Customer's fuel cost per kilowatthour sold during the three months ended with the second month preceding a billing month is above or below 1.756¢ per kilowatthour, including line loss, then this fuel adjustment clause becomes applicable and a fuel adjustment factor shall be calculated with the formula shown below to the nearest thousandth of a cent and applied as an adjustment to the Customer's bills for such billing month:

For monthly fuel factor effective through December 31, 2000:

$$F = (((E_1 + E_2) / S) - B)(T)(100)$$

For monthly fuel factor effective on and after January 1, 2001:

$$F = (((E_1 + E_2) / S) - B)(100)$$

Where:

- F = Fuel adjustment factor in cents per kilowatthour
- E₁ = North Anna fuel expenses directly related to the Company's owned portion of the plant experienced during the three months ended with the second month preceding the billing month allocated at production level to the Customer.
- E₂ = Total fuel expenses, less North Anna fuel expenses directly related to the Company's owned portion of the plant experienced during the three months ended with the second month preceding the billing month allocated at production level to the Customer.

(Continued)

RIDER A
MUNICIPAL AND COUNTY
FUEL ADJUSTMENT CLAUSE
(Continued)

1. The system monthly fuel expenses allocated to the Customer are determined as follows:
 - a. The cost of fossil fuels shall be those items initially charged to FERC account 151 and cleared to FERC accounts 501, 518, and 547 on the basis of fuel used. In those instances where a fuel stock FERC account (151) is not maintained, e.g., gas for combustion turbines, the amount shall be based on the cost of fuel consumed and entered in FERC account 547.
 - b. The cost of nuclear fuel shall be the amount contained in FERC account 518 except that if FERC account 518 also contains any expense for fossil fuel which has already been included in the cost of fossil fuel, it shall be deducted from this account.
 - c. Total energy and capacity costs associated with purchased and interchanged power charged to FERC account 555 shall be recoverable as fuel costs. The production cost allocator that will be used to allocate purchased capacity costs incurred during those months that occur on and after July 1, 2001 shall be 4.5220% and shall continue to be applied through the remaining term of the electric service agreement.
 - d. The Company shall be permitted to adjust for system losses associated with the Customer through methods consistent with those approved for use in the Virginia Jurisdiction...
- S = Total Customer kilowatt-hour sales during the three months ended with the second month preceding the billing month.
- B = Base cost of fuel per kWh sold adjusted for line loss, which is 1.756¢ per kWh.
- T = Adjustment for state and local taxes measured by gross receipts, which are eliminated on and after January 1, 2001:
100% divided by (100% minus applicable gross receipts tax rate)

(Continued)

RIDER A
MUNICIPAL AND COUNTY
FUEL ADJUSTMENT CLAUSE
(Continued)

The only costs that may be flowed through the fuel adjustment clause are those included in the FERC account set forth above.

After calculating the monthly fuel factors, the Company shall provide the Steering Committee with the fuel factors and working papers that show, at a high level, the derivation of such factors.

The Company and Customer agree that the Steering Committee may request, on behalf of Company's local government customers, during the term of this Agreement annual joint audits of Company's costs that were incurred since the time of the last audited period, with such representative and Company bearing their own expenses. The period subject to an audit will be limited to the period beginning 36 months prior to the month that the audit commences, but will not include any period prior to the effective allocation of fuel factor costs for the Company's local government rate classes. If the joint audit results in a determination that a correction is necessary and an adjustment to historical expenses and/or recoveries, as applicable, are necessary, an adjustment and any other appropriate changes shall be reflected prospectively.

RIDER J - CM
MUNICIPAL AND COUNTY
INTERRUPTIBLE ELECTRIC WATER HEATING SERVICE
RESIDENTIAL SERVICES — CLOSED

This Interruptible Electric Water Heating Service Rider will be available only to individually metered residential services in those areas that the Company has installed transmitting equipment that allow interruptions of the electric water heater service.

This rider is applicable only if the residential service has an electrical storage water heater in normal daily use that is subject to interruptions by the Company. The type, design, and size of tank in the water heater, the size and number of heater units and the method of its operation are subject to approval by the Company.

The account (Customer) will be credited \$4.00 per billing month for electric water heating services subject to interruption. However, this credit will not reduce billing below the minimum charges for Miscellaneous Light and Power or All Electric Building Services.

Electric water heating service will be available for at least twelve hours per day.

Rider J is not applicable to nonresidential services and may be revised in accordance with the provisions in the Agreement For The Purchase of Electric Service by Municipalities and Counties.

Effective September 30, 1997, this rider is closed and available only to Customers that were being served on this rider on the closure date at the location where service was being provided at that time. In addition, if a Customer voluntarily elects to discontinue service under this rider or the water heater control device fails at the Customer's service location, this rider will no longer be available at that service location.

Customers served under this rider should be aware that proceedings before the State Corporation Commission of Virginia may impact the availability, pricing, and terms and conditions for the Company's interruptible electric water heating service to general retail customers in Virginia and hence may similarly impact this Rider J-CM. These proceedings are expected to be active during the term of the Agreement of which this rider is a part.

RIDER K
MUNICIPAL AND COUNTY
ELECTRIC COOKING IN
EDUCATIONAL FACILITIES

I. APPLICABILITY

This rider is applicable in accordance with the Availability Requirements stated below to electric services for educational facilities billed under Schedules 100, 130, and 131.

II. AVAILABILITY REQUIREMENTS

The Monthly Credit stated in Paragraph III, below, is available to any educational facility meeting the following requirements:

- A. The facility must have a permanently installed qualifying all-electric kitchen which was installed on or after July 1, 1994.
- B. The total connected load (based on nameplate ratings) of qualifying electric cooking equipment within the new all-electric kitchen must be at least 50 kW. Qualifying equipment types include: fryers, griddles, ranges, and ovens.
- C. The cooking facilities must be in regular use. Generally, this requirement is met if the cooking facilities are used daily except for weekends and other temporary periods during which the facility is not in operation. Schools operated on a typical school schedule meet this requirement.
- D. The facility does not have any cooking facilities fueled by sources other than electricity.
- E. The facility meets all other requirements of the Company.

(Continued)

RIDER K
MUNICIPAL AND COUNTY
ELECTRIC COOKING IN
EDUCATIONAL FACILITIES
(Continued)

III. MONTHLY CREDIT

For facilities meeting the above qualifications, a monthly credit shall be determined by the Company as shown below. The monthly credit shall be determined initially upon the provision of service under this rider and shall be revised appropriately upon any change in the Customer's operation, change in the qualifying equipment, or change in the amount of credit per kWh.

	Connected Load of Qualifying Equipment
multiplied by:	8,760 hours
equals:	Annual kWh at 100% Load Factor
multiplied by:	Estimated Annual Load Factor of the Installation (decimal form)
equals:	Estimated Annual kWh
divided by:	12 months
equals:	Estimated Monthly kWh
multiplied by:	0.7¢ Credit per kWh
equals:	Total Monthly Credit

RIDER L
MUNICIPAL AND COUNTY
GEOTHERMAL HEATING AND AIR CONDITIONING

I. APPLICABILITY

This rider is applicable in accordance with the Availability Requirements stated below to electric services billed under Schedules 100, and 130.

II. AVAILABILITY REQUIREMENTS

The Monthly Credit stated in Paragraph III, below, is available to any facility meeting the following requirements:

- A. The facility must have a permanently installed qualifying geothermal heating and air conditioning system which was installed on or after July 1, 1994.
- B. The new geothermal system must be either a hybrid system utilizing a boiler and/or cooling tower to supplement an earth-coupled system or a total earth-coupled system.
- C. The system, regardless of its type, must meet the following technical requirements:
 - 1. It must have a capacity of at least 15 tons.
 - 2. It must have a cooling mode Energy Efficiency Ratio (EER) of at least 11.0 @ 70°F EWT - entering water temperature.
 - 3. It must have a heating mode Coefficient of Performance (COP) of at least 3.0 @ 50°F EWT - entering water temperature.
 - 4. It must be tested in accordance with the Air-Conditioning and Refrigeration Institute (ARI) Standard 325 or 330 as the standard existed at the time of the system's installation.
 - 5. It must supply at least 50% of the facility's heating and cooling requirements.
 - 6. Efficiency ratings for new installations shall be as specified above or in accordance with the latest edition of ASHRAE Standard 90.1, whichever efficiency is greater.
- D. The geothermal heating system must be in regular daily use during the heating and cooling seasons. Generally, this requirement is met if the system is used daily, except for weekends and other temporary periods when the facility is not in operation. Schools operated on a typical schedule meet this requirement.
- E. The facility meets all other requirements of the Company.

(Continued)

RIDER L
MUNICIPAL AND COUNTY
GEOTHERMAL HEATING AND AIR CONDITIONING
(Continued)

III. MONTHLY CREDIT

For facilities meeting the above qualifications, a monthly credit shall be determined by the Company as shown below. The monthly credit shall be determined initially upon the provision of service under this rider and shall be revised appropriately upon any change in the Customer's operation, change in the qualifying equipment, or change in the amount of credit per kWh.

	Connected Load of Qualifying Geothermal Equipment
multiplied by:	8,760 hours
equals:	Annual kWh at 100% Load Factor
multiplied by:	Estimated Annual Load Factor of Equipment (decimal form)
equals:	Estimated Annual kWh
divided by:	12 months
equals:	Estimated Monthly kWh
multiplied by:	0.22¢ Credit per kWh
equals:	Total Monthly Credit

ATTACHMENT B

RATE SCHEDULES EFFECTIVE

JANUARY 1, 2001

(The prices in the rate schedules reflect the elimination of the Gross Receipts Tax and the implementation of the State Income Tax effective January 1, 2001.)

SCHEDULE 100

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

MISCELLANEOUS LIGHT AND POWER SERVICE

I. APPLICABILITY

This schedule is applicable for miscellaneous light and power service for any municipality or county, or board, agency or authority thereof.

II. MONTHLY RATE

A. Energy Charge per kWh:

Non-Demand Billing

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

All kWh	6.125¢
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Demand Billing

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

First 150 kWh per kW	6.125¢
Next 150 kWh per kW	5.298¢
Next 150 kWh per kW	4.820¢
Additional kWh	4.334¢

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

C. The minimum charge for Miscellaneous Light and Power Service shall be such as may be contracted for pursuant to Section VII.G. of the Terms and Conditions of the Agreement of which this schedule is a part, or in the absence of a contracted amount the minimum charge shall be \$5.50 per billing month per meter or in the absence of a meter, per connection. Such minimum charge shall be increased in the amount of the applicable fuel adjustment factor on all kilowatthours used.

D. Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.

(Continued)

SCHEDULE 100
(Continued)

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

MISCELLANEOUS LIGHT AND POWER SERVICE

III. NON-DEMAND BILLING VS. DEMAND BILLING

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

IV. DETERMINATION OF DEMAND

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

V. PAYMENTS

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

(Continued)

SCHEDULE 100

(Continued)

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES**MISCELLANEOUS LIGHT AND POWER SERVICE****VI. FESTOON AND OTHER DECORATIVE LIGHTING**

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

- B. The Customer assumes all responsibility for such festoon or other decorative lighting installations and agrees to save the Company harmless from any loss, cost, injury or damage to persons or property resulting out of or arising from the installation, operation, use, non-use or removal of such installation.

SCHEDULE 102

MUNICIPAL AND COUNTY

TRAFFIC CONTROL SERVICE

I. APPLICABILITY

This schedule is applicable for the supply of electricity to traffic control signals for any municipality or county, or board, agency or authority thereof.

II. MONTHLY RATE

- A. Energy Charge per kWh: 4.777¢
- B. For purposes of billing for unmetered service, kilowatthours shall be estimated based upon connected load multiplied by hours usage.
- C. The minimum charge shall be such as may be contracted for pursuant to Section VII.G. of the Terms and Conditions of the Agreement of which this schedule is a part, or in the absence of a contracted amount the minimum charge shall be \$5.50 per billing month per meter or in the absence of a meter, per connection. Such minimum charge shall be increased in the amount of the applicable fuel adjustment factor on all kilowatthours used.
- D. Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.

III. PAYMENTS

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

IV. SIGNALS ARE RESPONSIBILITY OF CUSTOMER

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

SCHEDULE 110

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

ALL-ELECTRIC SERVICE AND DUAL FUEL SYSTEMS

I. APPLICABILITY

This schedule is applicable for all electric building service for any municipality or county, or board, agency or authority thereof which owns or leases a building for public purposes in which electric heating equipment has been permanently installed and in which electricity is used for all purposes including space heating, water heating and/or cooking. The space heating system may be either a total electric system or a qualifying dual fuel electric heat pump system with automatic changeover to fossil fuel in lieu of electric resistance heat when the outside temperature drops below the balance point of the electric heat pump unit (customarily 32 F - 35 F).

II. MONTHLY RATE

A. Energy Charge per kWh:

Non-Demand Billing

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

for the billing months of June through September:

All kWh	6.125¢
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for the billing months of October through May:

All kWh	5.738¢
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Demand Billing

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

for the billing months of June through September:

First 150 kWh per kW	6.125¢
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Next 150 kWh per kW	5.298¢
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Next 150 kWh per kW	4.820¢
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Additional kWh	4.334¢
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for the billing months of October through May:

First 150 kWh per kW	5.738¢
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Next 150 kWh per kW	4.913¢
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Next 150 kWh per kW	4.434¢
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Additional kWh	3.947¢
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(Continued)

SCHEDULE 110
(Continued)

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

ALL-ELECTRIC SERVICE AND DUAL FUEL SYSTEMS

II. MONTHLY RATE (Continued)

- B. The minimum charge shall be such as may be contracted for pursuant to Section VII.G. of the Terms and Conditions of the Agreement of which this schedule is a part, or in the absence of a contracted amount the minimum charge shall be \$5.50 per billing month per meter. Such minimum charge shall be increased in the amount of the applicable fuel adjustment factor on all kilowatthours used.
- C. Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.

III. NON-DEMAND BILLING VS. DEMAND BILLING

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

IV. DETERMINATION OF DEMAND

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

V. PAYMENTS

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

SCHEDULE 120

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

WATER PUMPING, SEWAGE PUMPING AND SEWAGE DISPOSAL SERVICE

I. APPLICABILITY

This schedule is applicable for water pumping, sewage pumping and sewage disposal service for any municipality or county, or board, agency or authority thereof.

II. MONTHLY RATE

A. Energy Charge per kWh:

for all on-peak kWh	6.125¢
for all off-peak kWh	4.884¢

B. The minimum charge shall be such as may be contracted for pursuant to Section VII.G. of the Terms and Conditions of the Agreement of which this schedule is a part, or in the absence of a contracted amount the minimum charge shall be \$5.50 per billing month per meter. Such minimum charge shall be increased in the amount of the applicable fuel adjustment factor on all kilowatthours used.

C. Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.

III. PAYMENTS

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

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

A. On-peak Hours (Except Certain Holidays)

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

(Continued)

SCHEDULE 120
(Continued)

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

WATER PUMPING, SEWAGE PUMPING AND SEWAGE DISPOSAL SERVICE

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

B. Off-peak Hours

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

SCHEDULE 122

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

TIME-OF-USAGE SERVICE

I. APPLICABILITY

This schedule is applicable for the supply of electricity to any municipality or county, or board, agency or authority thereof, but shall be limited so that the Company supplies electricity under this schedule to an aggregate of no more than 100 services of all municipalities and counties, or boards, agencies or authorities thereof.

II. MONTHLY RATE

- | | |
|---|---------|
| A. Basic Customer Charge
per Billing Month | \$7.50 |
| B. Demand Charge per kW of
On-peak Demand | |
| 1. For the summer billing months
of June through September | \$7.476 |
| 2. For the base billing months
of October through May | \$6.040 |
| C. Energy Charge | |
| All On-peak kWh | 4.562¢ |
| All Off-peak kWh | 3.115¢ |
| D. The minimum charge shall be such as may be contracted for pursuant to Section VII.G. of the Terms and Conditions of the Agreement of which this schedule is a part, or in the absence of a contracted amount the minimum charge shall be the Basic Customer Charge stated above. | |
| E. Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto. | |

III. DETERMINATION OF DEMAND

The kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the on-peak hours of the current billing month.

(Continued)

SCHEDULE 122
(Continued)

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

TIME-OF-USAGE SERVICE

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

A. On-peak Hours (Except Certain Holidays)

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

B. Off-peak Hours

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

V. PAYMENTS

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

VI. TERM OF CONTRACT

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

SCHEDULE 130

MUNICIPAL AND COUNTY

LARGE MISCELLANEOUS LIGHT AND POWER SERVICE

I. APPLICABILITY

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

II. 30-DAY RATE

A. Basic Customer Charge per billing month	\$72.58
B. Plus Power Supply Demand Charge All kW of Power Supply Demand (per kW)	\$7.178
C. Plus Distribution Demand Charge First 700 kW of billing demand (per kW)	\$1.309
Next 4,300 kW of billing demand (per kW)	\$1.047
Additional kW of billing demand (per kW)	\$0.901
D. Plus RKVA Demand Charge All rkVA of Demand (per rkVA)	\$0.15
E. Plus Energy Charge First 24,000 kWh (per kWh)	2.796¢
Next 186,000 kWh* (per kWh)	2.169¢
Additional kWh (per kWh)	1.887¢

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

- F. Plus each kWh used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.
- G. The minimum charge shall be such as may be contracted for pursuant to Section VII.G. of the Terms and Conditions of the Agreement of which this schedule is a part, or in the absence of a contracted amount the minimum charge shall be the sum of the charges in A., B., C., and D., above.

(Continued)

SCHEDULE 130
(Continued)

MUNICIPAL AND COUNTY

LARGE MISCELLANEOUS LIGHT AND POWER SERVICE

III. DETERMINATION OF POWER SUPPLY DEMAND

- A. Except as provided under III. B., the kW of demand billed under II. B. shall be the highest of:
1. The highest average kW measured in any 30-minute interval during the current billing month, or
 2. 90% of the highest average kW of demand measured at this location in any 30-minute interval during the billing months of June through September of the preceding eleven billing months, or
 3. 50 kW.
- B. Where the kW of demand determined under III. A. is 1,000 kW or more, the kW of demand billed under II. B. shall be the highest of:
1. The highest average kW measured in any 30-minute interval of the current billing month during the on-peak hours of:
 - a. 10 a.m. to 10 p.m., Mondays through Fridays for the period of June 1 through September 30.
 - b. 7 a.m. to 10 p.m., Mondays through Fridays, for the period of October 1 through May 31.
 2. 90% of the highest kW of demand at this location as determined under III. B. 1., above during the billing months of June through September of the preceding eleven billing months, or
 3. 1,000 kW.

(Continued)

SCHEDULE 130
(Continued)

MUNICIPAL AND COUNTY

LARGE MISCELLANEOUS LIGHT AND POWER SERVICE

IV. DETERMINATION OF DISTRIBUTION DEMAND

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

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

V. DETERMINATION OF RKVA DEMAND

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

VI. METER READING AND BILLING

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

VII. PAYMENTS

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

(Continued)

SCHEDULE 130
(Continued)

MUNICIPAL AND COUNTY

LARGE MISCELLANEOUS LIGHT AND POWER SERVICE

VIII. SERVICE AVAILABLE

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

IX. STANDBY, MAINTENANCE OR PARALLEL OPERATION SERVICE

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

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

X. TERM OF CONTRACT

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

SCHEDULE 131

MUNICIPAL AND COUNTY

THERMAL STORAGE

I. APPLICABILITY

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

II. 30-DAY RATE

- | | |
|--|---------|
| A. Basic Customer Charge per billing month | \$72.58 |
| B. Plus Power Supply Demand Charge
All kW of Power Supply Demand (per kW) | \$7.178 |
| C. Plus Distribution Demand Charge
First 700 kW of billing demand (per kW) | \$1.309 |
| Next 4,300 kW of billing demand (per kW) | \$1.047 |
| Additional kW of billing demand (per kW) | \$0.901 |
| D. Plus RKVA Demand Charge
All rkVA of Demand (per rkVA) | \$0.15 |
| E. Plus Energy Charge
First 210 kWh per kW of
Power Supply Demand (per kWh) | 2.169¢ |
| Additional kWh (per kWh) | 1.887¢ |
| F. Plus each kWh used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto. | |
| G. The minimum charge shall be such as may be contracted for pursuant to Section VII.G. of the Terms and Conditions of the Agreement of which this schedule is a part, or in the absence of a contracted amount the minimum charge shall be the sum of the charges in Paragraphs A., B., C., and D. above. | |

SCHEDULE 131
(Continued)

MUNICIPAL AND COUNTY
THERMAL STORAGE

III. DETERMINATION OF POWER SUPPLY DEMAND

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

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

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

IV. DETERMINATION OF DISTRIBUTION DEMAND

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

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

SCHEDULE 131

(Continued)

MUNICIPAL AND COUNTY

THERMAL STORAGE

V. DETERMINATION OF RKVA DEMAND

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

VI. METER READING AND BILLING

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

VII. PAYMENTS

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

VIII. SERVICE AVAILABLE

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

IX. STANDBY, MAINTENANCE OR PARALLEL OPERATION SERVICE

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

- A. Suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with section XII.A. of the Agreement.

SCHEDULE 131
(Continued)

MUNICIPAL AND COUNTY

THERMAL STORAGE

IX. STANDBY, MAINTENANCE OR PARALLEL OPERATION SERVICE (Continued)

- B. In case the maximum measured kW demand, or 85% of any kVA demand measured, exceeds the contract demand, the contract demand shall be increased by such excess demand.
- C. Where the service voltage is less than 69 kV, the demand billed under II.C. shall be the contract demand.

X. TERM OF CONTRACT

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

SCHEDULE 132

MUNICIPAL AND COUNTY

LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING

I. APPLICABILITY

This schedule is applicable for the supply of 500 kW or more of electricity to any municipality or county, or board, agency or authority thereof. Service under this schedule shall be supplied to no more than 25 additional services per calendar year with a maximum of 100 total services.

II. AVAILABILITY

This schedule is not available at a location until such time that the Company has installed all necessary metering equipment.

III. 30-DAY VARIABLE RATE

- A. Basic Customer Charge
Basic Customer Charge \$131.00 per billing month.

- B. Plus Contract Demand Charge
All kW of Contract Demand @ \$0.749 per kW

- C. Plus Distribution Demand Charge
 - 1. Primary Voltage Customer
First 5000 kW of Distribution Demand @ \$0.573 per kW
Additional kW of Distribution Demand @ \$0.432 per kW

 - 2. Secondary Voltage Customer
All kW of Distribution Demand @ \$1.464 per kW

(Continued)

SCHEDULE 132
(Continued)

MUNICIPAL AND COUNTY

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

III. 30-DAY VARIABLE RATE (Continued)

D. Plus Energy Charge

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

1. For the period May 1 through September 30:

<u>Day Classification</u>	<u>On-Peak Period</u>	<u>On-Peak Rate Per kWh</u>	<u>Off-Peak Rate Per kWh</u>
A	11 a.m.- 9 p.m.	29.078¢	3.953¢
B	11 a.m.- 9 p.m.	3.002¢	2.235¢
C	7 a.m. - 10p.m.	2.235¢	1.782¢

2. For the period October 1 through April 30:

<u>Day Classification</u>	<u>On-Peak Period</u>	<u>On-Peak Rate Per kWh</u>	<u>Off-Peak Rate Per kWh</u>
A	6 a.m.- noon & 5 p.m.- 9p.m.	29.078¢	4.447¢
B	6 a.m.- noon & 5 p.m.- 9p.m.	3.002¢	2.337¢
C	6 a.m.- noon & 5 p.m.- 9p.m.	2.337¢	2.000¢

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

(Continued)

SCHEDULE 132

(Continued)

MUNICIPAL AND COUNTY

LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING

III. 30-DAY VARIABLE RATE (Continued)

- E. Plus each kWh used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.
- F. The minimum charge shall be such as may be contracted for pursuant to Section VII.G. of the Terms and Conditions of the Agreement of which this schedule is a part but not less than the sum of the charges in A., B., and C., above.

IV. NOTIFICATION OF DAY CLASSIFICATION

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

V. DETERMINATION OF PEAK DEMAND AND CONTRACT DEMAND

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

(Continued)

SCHEDULE 132
(Continued)

MUNICIPAL AND COUNTY

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

VI. DETERMINATION OF DISTRIBUTION DEMAND

The Distribution Demand shall be billed only where the service voltage is less than 69 kV. Service voltage is defined as the voltage associated with facilities which the Company would normally provide for the service required by the Customer. The kW of demand billed under III.C. shall be the Contract Demand.

VII. METER READING AND BILLING

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

VIII. SERVICE AVAILABLE

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

IX. PARALLEL OPERATION SERVICE

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

(Continued)

SCHEDULE 132
(Continued)

MUNICIPAL AND COUNTY

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

X. **TERM OF CONTRACT**

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

SCHEDULE CSCM
MUNICIPAL AND COUNTY
CURTAILABLE SERVICE

I. APPLICABILITY

This schedule is applicable on a voluntary basis to any account (Customer) who purchases electricity in accordance with Schedule 130 provided the account has, under the Company's normal metering policies, a meter capable of recording usage over 30 minute intervals. This schedule is not applicable to customers who elect Schedules SGCM and SGCM-1. Revisions to this schedule may be made in accordance with the provisions in the Agreement of which this Schedule is a part.

Customers served under this schedule should be aware that proceedings before the State Corporation Commission of Virginia may impact the availability, pricing, and terms and conditions for the Company's curtailable service to general retail customers in Virginia and hence may similarly impact this Schedule CSCM. These proceedings are expected to be active during the term of the Agreement of which this schedule is a part.

II. NOTIFICATION, CURTAILMENT PROVISIONS, AND MONTHLY BILLING TO THE CUSTOMER

- A. Curtailments may be requested by the Company only from May 16 through September 30 (Summer) and from December 1 through March 31 (Winter). During the Summer, the potential curtailment period is from 2 p.m. to 9 p.m. During the Winter, the potential curtailment period is from 6 a.m. to 11 a.m., or from 5 p.m. to 10 p.m. For each calendar year, the total number of curtailments shall be limited to 13 curtailments during the Winter and 19 curtailments during the Summer. The Customer may elect curtailments for one or both seasons. If, during the Winter, curtailments are requested during both potential curtailment periods of a single day, these will be counted as two of the 13 total curtailments allowed.
- B. If curtailments are elected for the Summer, the Customer shall specify the Summer Firm Demand, which shall be the maximum demand the Company is to supply during curtailment periods of the Summer season. Summer Firm Demand may be changed upon written notice subsequent to September 30 but prior to May 16. The Customer may elect to increase the Summer Firm Demand during the current Summer season upon written notice, subject to reimbursement in accordance with Paragraph III. Such increase in Summer Firm Demand shall not affect any previous billing for failure to reduce to the Summer Firm Demand then applicable.

(Continued)

SCHEDULE CSCM

(Continued)

MUNICIPAL AND COUNTY**CURTAILABLE SERVICE****II. NOTIFICATION, CURTAILMENT PROVISIONS, AND MONTHLY BILLING TO THE CUSTOMER (Continued)**

- C. If curtailments are elected for the Winter, the Customer shall specify the Winter Firm Demand, which shall be the maximum demand the Company is to supply during curtailment periods of the Winter season. Winter Firm Demand may be changed upon written notice subsequent to March 31 but prior to December 1. The Customer may elect to increase the Winter Firm Demand during the current Winter season upon written notice, subject to reimbursement in accordance with Paragraph III. Such increase in Winter Firm Demand shall not affect any previous billing for failure to reduce to the Winter Firm Demand then applicable.
- D. When notification of requested curtailment is provided at a time other than during a potential curtailment period, the Customer shall reduce load to the applicable Summer/Winter Firm Demand within 30 minutes of receiving notification, or at the beginning of the next potential curtailment period, whichever occurs later. When notification of requested curtailment is provided during a potential curtailment period, the Customer shall reduce load to the applicable Summer/Winter Firm Demand within 30 minutes of receiving notification. The Customer shall remain at or below the firm level until notification by the Company, or until the end of the potential curtailment period, whichever occurs first.
- E. Primary notification shall be through telecommunication equipment provided by the Company. The Customer shall arrange for telephone service, at the Customer's expense, dedicated solely to such equipment. A secondary notification procedure shall be established which is mutually agreeable to the Customer and the Company.
- F. Billing to the Customer shall include a monthly charge of \$50 to cover communication and administrative costs.

(Continued)

SCHEDULE CSCM
(Continued)

MUNICIPAL AND COUNTY
CURTAILABLE SERVICE

III. DETERMINATION OF PAYMENT

- A. Payment to the Customer will be applicable for the billing months of December through March and June through September. Payment will not depend upon requested curtailment(s) or compliance. Payment may be made in the form of a deduction from billing to the Customer. For each billing month where payment is applicable, the Company shall determine the Curtailable Load defined as kW_1 minus kW_2 where kW_1 is the average demand over all potential curtailment periods of the current billing month, excluding days of curtailment, and kW_2 is the applicable Summer/Winter Firm Demand.
- B. When a payment is applicable, the Customer will be paid \$1.917 per kW of Curtailable Load for the billing months of December through March, and \$3.833 per kW of Curtailable Load for the billing months of June through September. In the event that the Summer Firm Demand is increased during the current Summer season, the Customer shall reimburse the Company for overpayments beginning with the most recent June billing month. In the event that the Winter Firm Demand is increased during the current Winter season, the Customer shall reimburse the Company for overpayments beginning with the most recent December billing month.

IV. BILLING FOR FAILURE TO CURTAIL

The Company shall determine the highest average kW measured in any 30-minute interval of each curtailment period. For each curtailment period during the Summer, the Customer shall be billed \$15.332 times any demand in excess of the Summer Firm Demand. For each curtailment period during the Winter, the Customer shall be billed \$7.668 times any demand in excess of the Winter Firm Demand.

V. TERM OF CONTRACT

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

SCHEDULE ELCCM

MUNICIPAL AND COUNTY ECONOMIC LOAD CURTAILMENT

I. APPLICABILITY

This Schedule is applicable on a voluntary basis to any account (Customer) that, upon request of the Company, is able to reduce energy purchases from the Company by no less than 500 kWh per hour. To participate under this Schedule, such Customer must enter into a Participation Agreement with the Company. A form of such Participation Agreement is attached hereto. Following the Company's receipt of a completed and signed Participation Agreement, the Customer shall be deemed, for purposes of this Schedule ELCCM, an "Eligible Customer."

This Schedule is not applicable to any Customer whose end-use is such that electrical load may be transferred from one location to another (e.g., service to pipeline pumping stations). Election to curtail is at the option of the Eligible Customer; provided, however, an Eligible Customer must submit the information required in the Binding Offer prior to each curtailment period. The Company may initiate requests for energy purchase reductions, at its discretion and without limitation, at any time during the periods of (a) May 1 through September 30 (summer season) or (b) October 1 through April 30 (winter season). This Schedule shall be applicable from its effective date until March 31, 2002.

II. COMPANY NOTIFICATION

Any Customer that desires to participate shall inform the Company by mailing or faxing the Participation Agreement to the Company's designated contact. The Company will place Eligible Customers on a Participation List, which will be used to solicit participation.

The Company shall notify the designated contact for each Eligible Customer by fax or other mutually agreed upon verifiable form of communication when the Company elects to utilize this Schedule (hereinafter, a "Company Notification"). Each Company Notification will include the following information: (a) the rate per kWh to be paid by the Company for the Eligible Customer's energy purchase reduction (the "Payment Rate"); (b) the date and time period of the requested energy purchase reduction (the "Curtailment Period"); and (c) the date and time by which the Eligible Customer must

(Continued)

SCHEDULE ELCCM

MUNICIPAL AND COUNTY ECONOMIC LOAD CURTAILMENT

(Continued)

II. COMPANY NOTIFICATION (Continued)

submit an offer to reduce energy purchases at the stated Payment Rate. Each Company Notification will include the same proposed Payment Rate to all Eligible Customers; provided, however, the Company may, at its sole discretion, make multiple Company Notifications for the same curtailment period, with each such Company Notification specifying a different Payment Rate.

III. CUSTOMER OFFER AND COMPANY ACCEPTANCE

- A. If, following receipt of a Company Notification pursuant to Section II of this Schedule, an Eligible Customer desires to offer to reduce its energy purchases from the Company's electrical grid, the Eligible Customer must complete and submit a Binding Offer, stating its binding commitment to reduce its energy purchases. Each Binding Offer shall be submitted to the Company's designated contact by fax or other mutually agreed upon verifiable form of communication. The Eligible Customer's Binding Offer must specify, in kWh per hour (500 kWh or more per hour), the amount of energy by which the Eligible Customer commits to reduce its energy purchases (the "Committed Quantity"), as compared to the Reference Profile (as determined pursuant to Section IV of this Schedule). The Committed Quantity energy purchase reduction must be the same amount for each hour of the Curtailment Period for which the Company has requested a reduction.
- B. Except as set forth in Paragraph C of this Section III below, the Company shall notify each Eligible Customer that has submitted a Binding Offer whether the Company will accept or reject such Binding Offer, such notification to be made by Company at least one hour prior to the commencement of the Curtailment Period. A Binding Offer accepted by the Company shall constitute a contract between the Company and the Eligible Customer, which shall be enforceable in accordance with terms of the Binding Offer and this Schedule ELCCM. The Company may reject all Binding Offers or any particular Binding Offer that does not comply with the requirements of this Schedule.

(Continued)

SCHEDULE ELCCM

MUNICIPAL AND COUNTY ECONOMIC LOAD CURTAILMENT

(Continued)

III. CUSTOMER OFFER AND COMPANY ACCEPTANCE (Continued)

- C. An Eligible Customer may, at its discretion, submit a Binding Offer that indicates a need for a response from the Company as to whether the Company has accepted or rejected its Binding Offer earlier than the one-hour notice provision set forth in Paragraph B of this Section III above. In such case, the Binding Offer shall clearly identify the time by which the Eligible Customer requires notice of acceptance or rejection. The Company may, at its sole discretion, accept or reject any such Binding Offer that contains the early response qualification. The Company will exercise its best effort to notify the Customer if their Binding Offer is rejected. However, the Company's failure to notify the Eligible Customer that the Company has rejected the Binding Offer by the specified early response time shall be deemed a rejection of the Binding Offer by the Company. When the customer is served in accordance/conjunction with Schedules 132, CSCM or SGCM, additional summer/winter reference profiles will be established which shall be applicable for curtailment request coinciding with days when there is little incentive for the customer to reduce load.

IV. DETERMINATION OF REFERENCE PROFILE, KWH OF ENERGY CURTAILED

- A. An historical Summer and Winter Reference Profile, each of which will be provided to the Eligible Customer, shall be established by the Company, reflecting the Company's estimate of the Eligible Customer's typical load profile for peak days of the most recent summer and winter seasons, respectively.
- B. If the historical Summer and Winter Reference Profile established pursuant to Paragraph A of this Section IV is not representative of the Eligible Customer's anticipated hourly load absent curtailment requests, the Reference Profile(s) shall be modified as agreed upon between the Customer and the Company. Subsequent to initial establishment, Reference Profile(s) may be modified upon written request of the Customer or the Company, provided there has been a significant change in the Customers load pattern. Given such a request, the Customer shall not submit a Binding Offer until the Reference Profile(s) have been modified.

(Continued)

SCHEDULE ELCCM

MUNICIPAL AND COUNTY ECONOMIC LOAD CURTAILMENT

(Continued)

IV. DETERMINATION OF REFERENCE PROFILE, KWH OF ENERGY CURTAILED (Continued)

- C. If an Eligible Customer is served in conjunction with Schedule SGCM, the Reference Profile shall reflect standby generator operation as anticipated or demonstrated in accordance with Schedule SGCM. If an Eligible Customer is served in conjunction with Schedule CSCM, the Reference

Profile load shall be no greater than the Eligible Customer's applicable Summer/Winter Firm Demand (as such terms are defined in Schedule CSCM). However, in the event Schedules SGCM and/or CSCM are not implemented during the applicable Schedule ELCCM Curtailment Period, the Eligible Customer's Reference Profile shall exclude standby generator operation or curtailable loads, as applicable.

- D. If an Eligible Customer is served under Schedule 132 and if the Schedule 132 day classification is not an "A" day during the applicable Schedule ELCCM Curtailment Period, the Eligible Customer's Reference Profile shall exclude load reductions associated with "A" day response.
- E. For purposes hereof, the quantity of energy purchases (stated in kWh) curtailed by the Eligible Customer (hereinafter, the "Curtailment Quantity") for each hour of the Curtailment Period shall be the difference between the applicable Summer or Winter Reference Profile and the Eligible Customer's actual energy purchases for such hour ("Actual Energy Purchases"); provided, however, the Curtailment Quantity shall not exceed the Committed Quantity of energy purchase reductions offered by the Eligible Customer in the Binding Offer.
- F. In the event that Company sales to an Eligible Customer reflect a component of load provided through generation operated by the Eligible Customer, the Reference Profile and Actual Energy Purchases shall be determined not based upon the Eligible Customer's load, but instead based upon that component of the Eligible Customer's load delivered from the Company's electrical grid.
- G. In the event the Company issues multiple Company Notifications covering the same Curtailment Period, each at a different Payment Rate, and in the event the Eligible Customer provides more than one Binding Offer for the same Curtailment Period, then, with the exception of the initial Binding Offer, the

(Continued)

SCHEDULE ELCCM

MUNICIPAL AND COUNTY ECONOMIC LOAD CURTAILMENT

(Continued)

IV. DETERMINATION OF REFERENCE PROFILE, KWH OF ENERGY CURTAILED (Continued)

Reference Profile will be adjusted for each subsequent Binding Offer. The adjusted Reference Profile will be the previous Reference Profile less the previous Committed Quantity. For example, the Reference Profile for the second Binding Offer (RP²) will be the Reference Profile for the first Binding Offer (RP¹) less the first Binding Offer's Committed Quantity (CQ¹). [RP² = RP¹ - CQ¹].

- H. If an Eligible Customer plans to reduce energy purchases from the Company through self-generation of energy, the Eligible Customer may elect to have Company metering, with a dedicated phone line, installed on the Eligible Customer's generation. In such event, the metered quantity of energy self-generated shall be utilized in lieu of the otherwise applicable Reference Profile for purposes of determining the Curtailment Quantity using the methodology described in Paragraph H of this Section IV above.

Such metering equipment shall be installed in accordance with Paragraph XI of the Terms and Conditions of the Agreement of which this Schedule is a part. Further, if an Eligible Customer that utilizes self-generation hereunder submits more than one Binding Offer for the same Curtailment Period (i.e., responding to multiple Company Notifications), then the total Curtailment Quantity (as determined pursuant to this paragraph) shall be applied first to the Committed Quantity set forth in the Company's earliest Company Notification and then to each subsequent Company Notification that formed the basis of the Binding Offers until the Curtailment Quantity is exhausted.

(Continued)

SCHEDULE ELCCM

MUNICIPAL AND COUNTY ECONOMIC LOAD CURTAILMENT

(Continued)

V. PAYMENT

Payments under this Schedule will be in the form of credits to the Eligible Customer's regular bill, unless mutually agreed upon otherwise and will be determined for each hour of the Curtailment Period as follows:

$[(\text{Curtailment Quantity}) \times (\text{PR} - \text{AR})]$

where PR is the Company's "Payment Rate" offer, per kWh, and where AR is the Company's estimate of the Eligible Customer's avoided tariff rate, per kWh, during the Curtailment Period, not to exceed the Payment Rate.

VI. ADDITIONAL CHARGES

If, after the Company accepts a Binding Offer to reduce energy purchases under Section III, the Eligible Customer fails to reduce energy by the Committed Quantity for any hour of the Curtailment Period agreed upon in the Binding Offer, the Eligible Customer shall be charged for each such hour, in addition to all other charges under the applicable rate schedule for the Eligible Customer's normal service, an amount equal to:

$(\text{Committed Quantity} - \text{Curtailment Quantity}) \times \text{the Payment Rate} \times 3.0.$

For not more than two hours in a calendar year, the Eligible Customer may request, and the Company will agree, to waive the additional charges contemplated above, provided the Curtailment Quantity equals or exceeds 90% of the Committed Quantity for such hour. The Eligible Customer must request the waiver in writing so that it is received by the Company no later than the due date of the bill for the billing month in which the waiver is applicable.

VII. KW DEMAND RECONCILIATION IN ACCORDANCE WITH COMPANION SCHEDULE

In the event that the Eligible Customer submits a Binding Offer for the current billing month, kW load measurements used for the determination of demand in accordance with the Eligible Customer's companion schedule shall be as follows:

(Continued)

SCHEDULE ELCCM

MUNICIPAL AND COUNTY ECONOMIC LOAD CURTAILMENT

(Continued)

VII. KW DEMAND RECONCILIATION IN ACCORDANCE WITH COMPANION SCHEDULE (Continued)

- A. Where the Eligible Customer has not elected to have Company owned metering installed in accordance with Paragraph IV.H., above, the minimum kW demand for each half-hour shall be the kW demand from the Reference Profile for each half-hour. In the event that Company sales to the Eligible Customer reflect a component of load provided through generation operated by the Eligible Customer, kW load measurements shall regard only that component of load provided from the Company's electrical grid.
- B. Where the Eligible Customer has elected to have Company owned metering installed in accordance with Paragraph IV.H., above, the load recorded at the Eligible Customer's generator resulting from a Binding Offer will be totalized with the load recorded as delivered from the Company's grid for the purpose of determining any kW load measurements.

VIII. TERM OF AGREEMENT

The term of any Participation Agreement entered into hereunder shall be effective through March 31, 2002.

(Continued)

SCHEDULE ELCCM

(Continued)

MUNICIPAL AND COUNTY ECONOMIC LOAD CURTAILMENT PARTICIPATION AGREEMENT

General Information:

Customer Name: _____ Account Number: _____

Service Address: _____

Rate Schedule: _____

Companion Rate Schedule: _____

Estimated Curtailable Load: __ Megawatts (1000 Kilowatts)

Metering Type: _____

Notification Information:

Primary FAX # for Company Notifications (Solicitations for Offers): _____

Back-Up FAX #: _____ (Optional - Will be used only if Primary FAX is unavailable for at least 15 minutes)

Send Alerts of planned Company Notifications to:

e-mail: _____

Alphanumeric Pager: _____ Pager System Provider 1: _____ First Pager Number: _____

_____ Pager System Provider 2: _____ PIN for pager 1: _____

_____ Second Pager Number: _____

_____ PIN for pager 2: _____

In case of questions, contact:

First Contact Name: _____ Phone Number: _____

Second Contact Name: _____

Third Contact Name: _____

Due to planned shutdowns, etc., we will not be available to curtail on the following dates this summer:
(I will still receive Company Notifications but will not return a Binding Offer during these dates.)

Other Provisions:

I agree to participate in Schedule ELCCM and abide by the provisions set forth in the filed Schedule. I further understand that this is a voluntary program, and Virginia Power is under no obligation to provide a Company Notification in accordance with Schedule ELCCM. I agree to install a dedicated phone line to the Virginia Power meter(s) for curtailment verification purposes.

By signing this document, I am attesting that I am authorized to perform this transaction.

Effective Date: _____

Participating Customer: _____ Name: _____ Title: _____ Date: _____

Virginia Power Authorization: _____ Name: _____ Date: _____

Account Manager's Signature

(Continued)

SCHEDULE ELCCM

(Continued)

MUNICIPAL AND COUNTY ECONOMIC LOAD CURTAILMENT PARTICIPATION AGREEMENT

Customer : _____

Rate Schedule: _____

Companion Rate Schedule: _____

Reference Summer Demand Profile Information (hour ended):

1 am:	9 am:	5 pm:
2 am:	10 am:	6 pm:
3 am:	11 am:	7 pm:
4 am:	Noon:	8 pm:
5 am:	1 pm:	9 pm:
6 am:	2 pm:	10 pm:
7 am:	3 pm:	11 pm:
8 am:	4 pm:	Midnight:

Reference Winter Demand Profile Information (hour ended):

1 am:	9 am:	5 pm:
2 am:	10 am:	6 pm:
3 am:	11 am:	7 pm:
4 am:	Noon:	8 pm:
5 am:	1 pm:	9 pm:
6 am:	2 pm:	10 pm:
7 am:	3 pm:	11 pm:
8 am:	4 pm:	Midnight:

(Continued)

SCHEDULE ELCCM

(Continued)

MUNICIPAL AND COUNTY ECONOMIC LOAD CURTAILMENT PARTICIPATION AGREEMENT

Customer : _____

Rate Schedule: _____

Companion Rate Schedule: _____

Alternate Reference Demands - These alternate reference demands will be used for those days where CSCM, SGCM and Schedule 132 -A days are not called.

Alternate Summer Reference Demands (hour ended)

1 am:	9 am:	5 pm:
2 am:	10 am:	6 pm:
3 am:	11 am:	7 pm:
4 am:	Noon:	8 pm:
5 am:	1 pm:	9 pm:
6 am:	2 pm:	10 pm:
7 am:	3 pm:	11 pm:
8 am:	4 pm:	Midnight:

Alternate Winter Reference Demands (hour ended)

1 am:	9 am:	5 pm:
2 am:	10 am:	6 pm:
3 am:	11 am:	7 pm:
4 am:	Noon:	8 pm:
5 am:	1 pm:	9 pm:
6 am:	2 pm:	10 pm:
7 am:	3 pm:	11 pm:
8 am:	4 pm:	Midnight:

(Continued)

SCHEDULE ELCCM

(Continued)

MUNICIPAL AND COUNTY
ECONOMIC LOAD CURTAILMENT
PARTICIPATION AGREEMENT

Binding Offer Form

Curtailment # _____

Offer # _____

Offer Expires: _____

Payment Rate: _____

Date of Curtailment: _____

Times of Curtailment: _____

Customer Information:

Account Name: _____

Account # _____

Load to be Curtailed _____ MW

Need Dominion Va Power to Accept Offer by ____: ____ A. M. /P. M.
Date: _____

I understand that this is a binding commitment to reduce energy purchases by the amount shown above for the time period requested, should Dominion Virginia Power accept this Binding Offer. I am fully aware of the conditions associated with this response, and am aware of the additional charges that may be associated with my failure to perform in accordance with this Binding Offer and Schedule ELCCM. I will be notified if this bid is accepted. By signing this document, I am verifying that I am authorized to perform this transaction.

Name Title Date

**Fax Binding Offers to 1-800-SELLPWR
(735-5797)**

SCHEDULE SGCM

MUNICIPAL AND COUNTY

STANDBY GENERATOR

I. APPLICABILITY

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

Customers served under this schedule should be aware that proceedings before the State Corporation Commission of Virginia may impact the availability, pricing, and terms and conditions for the Company's standby generator service to general retail customers in Virginia and hence may similarly impact this Schedule SGCM. These proceedings are expected to be active during the term of the Agreement of which this schedule is a part.

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

- A. Company-owned facilities will be required to meter the output of the Customer's generator. Billing to the Customer shall include a monthly charge of \$95 to cover costs associated with metering facilities, meter reading and processing, communication, and administration.

(Continued)

SCHEDULE SGCM

(Continued)

MUNICIPAL AND COUNTY**STANDBY GENERATOR****II. NOTIFICATION, GENERATION PROVISIONS, AND MONTHLY BILLING TO THE CUSTOMER (Continued)**

- B. Operation may be requested by the Company only from May 16 through September 30 (Summer) and from December 1 through March 31 (Winter). During the Summer, the potential operation period is from 2 p.m. to 9 p.m. During the Winter, the potential operation period is from 6 a.m. to 11 a.m., or from 5 p.m. to 10 p.m. For each calendar year, the total number of operation requests shall be limited to 13 during the Winter and 19 during the Summer. If, during the Winter, operation is requested during both potential curtailment periods of a single day, these will be counted as two of the 13 total curtailments allowed.
- C. When notification of requested operation is provided at a time other than during a potential operation period, the Customer shall begin operation within two hours, or at the beginning of the next potential operation period, whichever occurs later. When notification of requested operation is provided by the Company during a potential operation period, the Customer shall begin operation within two hours of receiving notification. The Customer shall continue operation until notification by the Company, or until the end of the potential operation period, whichever occurs first.
- D. Primary notification shall be through telecommunication equipment provided by the Company. The Customer shall arrange for telephone service, at the Customer's expense, dedicated solely to such equipment. A secondary notification procedure shall be established which is mutually agreeable to the Customer and the Company.

III. DETERMINATION OF PAYMENT TO CUSTOMER

- A. For each season the Customer shall contract for the amount of load the standby generation will maintain upon Company requested operation. This amount shall be based on the kW output of the Customer's standby generator, and shall be referred to as the capacity level (CL). Summer CL need not equal Winter CL. Both shall be mutually agreeable to the Customer and the Company, but no greater than the load connected to the Customer's generation.

(Continued)

SCHEDULE SGCM
(Continued)

MUNICIPAL AND COUNTY

STANDBY GENERATOR

III. DETERMINATION OF PAYMENT TO CUSTOMER (Continued)

- B. Payment to the Customer may be made in the form of a deduction from billing to the Customer. During billing months where operation of standby generation is not requested by the Company, the customer shall be paid based on the applicable contracted CL. For all other billing months the Customer shall be paid based on the Average Capacity Generated during Company requests. Average Capacity Generated is defined as the total energy generated during period(s) of Company requested operation during the current billing month, divided by the hours of requested operation during the current billing month. For the billing months of November through April, the Customer shall be paid \$1.278 per kW. For the billing months of May through October, the Customer shall be paid \$2.556 per kW.
- C. When the Average Capacity Generated for any billing month is less than the applicable contracted CL, the applicable contracted CL shall be reduced to the Average Capacity Generated. In the event that contract Summer CL is reduced prior to September 30, the Customer shall reimburse the Company for overpayments during prior billing months where operation was not requested, beginning with the most recent May billing month. In the event that contract Winter CL is reduced prior to March 31, the Customer shall reimburse the Company for overpayments during prior billing months where operation was not requested, beginning with the most recent November billing month. Contract Summer CL may be increased by mutual agreement subsequent to the October billing month but prior to the May billing month. Contract Winter CL may be increased by mutual agreement subsequent to the April billing month but prior to the November billing month.

IV. METERING AND FACILITY INSPECTION

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

(Continued)

SCHEDULE SGCM
(Continued)

MUNICIPAL AND COUNTY

STANDBY GENERATOR

V. METER READING, BILLING, AND PAYMENT

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

VI. TERM OF CONTRACT

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

SCHEDULE SGCM-1

MUNICIPAL AND COUNTY STANDBY GENERATOR

I. APPLICABILITY

- A. This schedule is applicable only to customers receiving service under Schedule SGCM as of July 30, 1997.
- B. Furthermore, applicability is limited to Customers who: (1) purchases electricity in accordance with any applicable rate schedule for miscellaneous light and power; all-electric buildings and dual fuel systems; and water pumping, sewage pumping, and sewage disposal service, (2) have standby generation capacity of 100 kW or greater which is not normally operated in parallel with the Company, and (3) have the standby generation electrically connected to only one companion account. Under this schedule the Customer agrees to transfer load normally served by the Company to his standby generation upon Company request. Standby generation is defined as generation installed by the Customer to supply electricity during those times when service is not available from the Company. Revisions to this schedule may be made in accordance with the provisions in the Agreement of which this Schedule is a part.

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

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

(Continued)

SCHEDULE SGCM-1

(Continued)

MUNICIPAL AND COUNTY STANDBY GENERATOR

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

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

III. DETERMINATION OF PAYMENT TO CUSTOMER

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

(Continued)

SCHEDULE SGCM-1

(Continued)

MUNICIPAL AND COUNTY STANDBY GENERATOR

III. DETERMINATION OF PAYMENT TO CUSTOMER (Continued)

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

IV. METERING AND FACILITY INSPECTION

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

V. METER READING, BILLING, AND PAYMENT

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

VI. TERM OF CONTRACT

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

SCHEDULE 150

MUNICIPAL AND COUNTY

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

I. APPLICABILITY

Service on this schedule is available to any municipality or county, or any board, agency or authority thereof for the supply of high pressure sodium roadway, directional and area lighting service.

II. MONTHLY RATE

A. Roadway, Directional and Area Lighting Service

- 1. Type 1 fixtures, which consist of the following fixture types: open vertical, enclosed (drop or flat lens), small colonial, traditional colonial, contemporary, sphere, and the rectangular.

<u>Approximate Lumens</u>	<u>Input Wattage</u>	<u>Monthly kWh</u>	<u>Rate Per Unit Per Month</u>
5,000	82	30	\$6.79
8,000	120	40	\$7.46
14,000	202	70	\$9.07
23,000	315	105	\$12.66
42,000	490	160	\$19.20
127,000	1,130	380	\$29.60

- 2. Type 2 fixtures, which consist of the following fixture types: ultra (drop or flat lens), acorn, carlyle and the decorative colonial.

<u>Approximate Lumens</u>	<u>Input Wattage</u>	<u>Monthly kWh</u>	<u>Rate Per Unit Per Month</u>	
			<u>First Unit Per Pole</u>	<u>Each Additional Unit on Same Pole</u>
5,000	82	30	\$14.89	\$7.09
8,000	120	40	\$15.44	\$7.72
14,000	202	70	\$16.84	\$9.19
23,000	315	105	\$20.12	\$11.94
42,000	490	160	\$25.22	\$15.08

(Continued)

SCHEDULE 150
(Continued)

**MUNICIPAL AND COUNTY
ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE
HIGH PRESSURE SODIUM**

II. MONTHLY RATE (Continued)

3. Directional Lighting Service

Approximate <u>Lumens</u>	Input <u>Wattage</u>	Monthly <u>kWh</u>	Rate Per Unit Per Month	
			<u>First Unit Per Pole</u>	<u>Each Additional Unit on Same Pole</u>
23,000	315	105	\$20.03	\$8.47
42,000	490	160	\$20.12	\$12.91
127,000	1,130	380	\$30.37	\$22.49

4. Expressway — Specifically designed luminaires which allow greater spacing and up to 40 foot setbacks from the outside lane edge of highways.

Approximate <u>Lumens</u>	Input <u>Wattage</u>	Monthly <u>kWh</u>	Rate Per Unit Per Month	
			<u>First Unit Per Pole</u>	<u>Each Additional Unit on Same Pole</u>
23,000	315	105	\$32.02	\$19.42
42,000	490	160	\$34.69	\$22.09

5. Charge for Fluted Poles and for Aluminum Bridge Poles Meeting Requirements of Schedule 152

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

- | | |
|---|---------|
| i. aluminum fluted decorative pole or bridge pole | \$14.83 |
| ii. fiberglass fluted decorative pole | \$5.93 |

The sum of the appropriate pole charges in this paragraph and the charges from II.A.1. or 2. above shall be used to determine the excess of six years' revenue.

(Continued)

SCHEDULE 150

(Continued)

MUNICIPAL AND COUNTY**ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE
HIGH PRESSURE SODIUM**

II. MONTHLY RATE (Continued)

6. Availability of Additional Fixtures

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

B. Fuel Adjustment Charge

Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause. Kilowatthours used shall be the "Monthly kWh" shown above for each lamp.

C. Minimum Charge

The monthly minimum charge shall be the rate specified in Section II. A. above. The minimum charge shall be increased by any applicable fuel adjustment factor.

III. PAYMENTS

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

IV. TERMS AND CONDITIONS

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

(Continued)

SCHEDULE 150
(Continued)

MUNICIPAL AND COUNTY

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

IV. TERMS AND CONDITIONS (Continued)

- B. The Customer shall report to the Company, as promptly as possible, any lights that are out or not burning properly.
1. Following such report, the Company will, except in storm or other unusual weather or operating conditions, endeavor to replace or repair such lights within the number of days described below:
 - a. for installations not involving an underground cable failure, three working days; or
 - b. for installations involving an underground cable repair, five working days; or
 - c. for installations involving an underground cable replacement:
 - i) in cases where the cable is in customer-owned conduit, 20 calendar days following the Customer's notification to the Company of the completion of any required conduit repair, and
 - ii) 40 calendar days in all other cases.

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

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

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

(Continued)

SCHEDULE 150
(Continued)

MUNICIPAL AND COUNTY

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

IV. TERMS AND CONDITIONS (Continued)

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

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

(Continued)

SCHEDULE 151

MUNICIPAL AND COUNTY

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

I. APPLICABILITY

Service on this schedule for the incandescent, mercury vapor and urbanlites lighting units listed below is available to any municipality or county, or any board, agency or authority thereof for roadway, directional and area lighting service for installations existing as of January 1, 1986, only. Other units listed below are available only as described in the next paragraph.

Existing incandescent (until removed under the Company's incandescent removal plan), mercury vapor or urbanlite units as listed below will continue to be supplied at those locations being served as of January 1, 1986, at the rates set forth below. In the event such an existing unit is discontinued at Customer's option, it shall not thereafter be available at such location. No additional such units will be supplied, and in the event any such other unit shall fail and cannot be made operative in the field, at Customer's option the Company will, at Company's cost, after reasonable notification to Customer, either (a) remove and not replace the defective fixtures, or (b) replace the same with Company's high pressure sodium vapor fixture of Customer's choice which will thereafter be billed at the appropriate rate: except that a new mercury vapor unit will be installed upon the Customer's request if it is to be within a block which already has existing mercury vapor units or adjacent to an area which has existing mercury vapor units. However, if the existing area served by mercury vapor is separated from the unlighted area by an identifiable visual break, such as a major thoroughfare, a major intersection, a body of water, or a grove of trees, etc., no mercury vapor units will be installed in the unlighted area. In all other instances where such visual break is not readily identifiable, the Customer will make the determination as to whether mercury vapor units are to be installed but in all instances, the Customer will make every effort to install high pressure sodium vapor units.

(Continued)

SCHEDULE 151
(Continued)

MUNICIPAL AND COUNTY

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

II. MONTHLY RATE

A. Roadway, Directional and Area Lighting Service

1. Mercury Vapor (MV)

<u>Approximate Lumens</u>	<u>Input Wattage</u>	<u>Monthly kWh</u>	<u>Rate Per Unit Per Month</u>
3,300 MV	125	40	\$7.02
7,000 MV	208	70	\$8.45
11,000 MV	294	100	\$11.06
20,000 MV	452	150	\$15.93
33,000 MV	765	250	\$25.07
53,000 MV	1,080	360	\$32.45

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

<u>Approximate Lumens</u>	<u>Input Wattage</u>	<u>Monthly kWh</u>	<u>Rate Per Unit Per Month</u>
20,000 MV	452	150	\$24.39
14,000 HPS	202	70	\$18.32
23,000 HPS	315	105	\$19.90

(Continued)

SCHEDULE 151
(Continued)

MUNICIPAL AND COUNTY

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

II. MONTHLY RATE (Continued)

3. Directional Lighting Service

Approximate <u>Lumens</u>	Input <u>Wattage</u>	Monthly <u>kWh</u>	Rate Per Unit Per Month	
			<u>First Unit Per Pole</u>	<u>Each Additional Unit on Same Pole</u>
20,000 MV	452	150	\$17.25	\$12.98
53,000 MV	1,080	360	\$31.27	\$22.91

4. Incandescent (INC) Lighting Service

<u>Approximate Lumens</u>	<u>Input Wattage</u>	<u>Monthly kWh</u>	<u>Rate Per Unit Per Month</u>
2,500 INC	202	70	\$8.41
4,000 INC	327	110	\$10.18
6,000 INC	448	150	\$10.25
10,000 INC	690	230	\$13.32

B. Fuel Adjustment Charge

Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause. Kilowatthours used shall be the "Monthly kWh" shown above for each lamp.

C. Minimum Charge

The monthly minimum charge shall be the rate specified in Section II.A. above. The minimum charge shall be increased by any positive applicable fuel adjustment factor.

III. PAYMENTS

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

(Continued)

SCHEDULE 151

(Continued)

MUNICIPAL AND COUNTY

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

IV. TERMS AND CONDITIONS

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

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

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

(Continued)

SCHEDULE 151
(Continued)

MUNICIPAL AND COUNTY

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

IV. TERMS AND CONDITIONS (Continued)

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

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

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

SCHEDULE 152

MUNICIPAL AND COUNTY STREET LIGHTING FIXTURES ON BRIDGES AND OVERPASSES

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

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

SCHEDULE 153

MUNICIPAL AND COUNTY

STREET LIGHTING - SPECIAL FIXTURES

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

1. The Customer shall pay:
 - a. The excess of Six Years' Revenue plus the applicable tax effect recovery factor (TERF) for a normal street lighting installation.
 - b. All charges pursuant to Schedule 150 or 151, as applicable, which apply to a normal lighting installation of the same lamp type (i.e., high pressure sodium, mercury vapor, etc.) and size.
 - c. A facilities charge pursuant to Schedule B for the difference in cost between a normal lighting installation and the special lighting installation.
2. The Customer shall provide all fixed items such as conduit, hand holes, manholes, pole bases, etc.
3. A perpetual inventory of these special fixtures/poles/replacement parts as may be required will be provided by the Customer to consist of not less than 10% of the installed fixtures/poles. Storage for the inventory shall be provided by the Customer.
4. If the fixtures/poles prove to require an excessive amount of maintenance, the Company and Customer will agree upon a modified facility charge rate.
5. Notwithstanding the termination date of the Agreement of which this schedule is a part, Customer agrees to have an initial term of five years for installation of the fixtures/poles continuing thereafter until 90 days written notice of termination is given.
6. Should the Customer request a change in the special fixtures/poles such change shall be paid for by the Customer.
7. Customer shall pay the Company its cost of purchasing any special fixtures, poles or parts for replacement for existing installations as well as for repair. Such cost shall be the greater of the invoice cost plus 10 % or the invoice cost plus \$50.00.

(Continued)

SCHEDULE 153

(Continued)

MUNICIPAL AND COUNTY

STREET LIGHTING - SPECIAL FIXTURES

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

SCHEDULE 154

MUNICIPAL AND COUNTY

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

I. APPLICABILITY

This schedule may be selected by any municipality or county or any board, agency or authority thereof, for the supply of alternating current electricity to Customer installed, owned, and maintained street, area or other outdoor lighting facilities which meet the Terms and Conditions of this schedule. Electricity supplied under this schedule shall not be used for other purposes.

II. MONTHLY RATE

A. Basic Customer Charge

1. For metered service, the Basic Customer Charge is \$5.50
2. For unmetered service, the Basic Customer Charge is \$2.00 per delivery point.

B. Plus Energy Charge

Rate per kWh: 4.545¢

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

D. Each kilowatthour used is subject to adjustment for changes in fuel costs in accordance with the Fuel Adjustment Clause attached hereto.

III. PAYMENTS

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

(Continued)

SCHEDULE 154

(Continued)

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

IV. TERMS AND CONDITIONS

- A. Metered service shall be supplied to one delivery point. When metered service is provided, the Customer will install, own and maintain an appropriate approved structure to support the Company's metering facilities.
- B. Unmetered service may be supplied to one or more delivery points when mutually agreed by the Company and the Customer. When unmetered service is provided, the Company will connect to the Customer's conductors at the base of the lighting pole in a suitable space which meets the Company's specifications and approval, and the Customer shall not extend power distribution facilities from the light pole. The Customer shall provide, at each delivery point, suitable protective devices to protect the Company's facilities from overload. For electric service to underpass lighting and illuminated information signs, the location of the delivery point shall be as mutually agreed by the Company and the Customer.
- C. The Customer's lighting shall be switched by a photoelectric control that fails in the off position. Photoelectric controls shall be designed to energize the luminaire when the ambient light is 1.5 footcandles (a tolerance of ± 0.3 footcandles is allowed). The control shall be designed so that, once energized, the luminaire is de-energized before the ambient light increases to 2.5 footcandles. The control shall be located such that it is not blocked from the natural ambient light.
- D. The Company shall extend facilities to the delivery point(s) upon payment of the Excess of Four Year's Revenue.
- E. For unmetered service arrangements, the Customer shall provide written notification of the connected load initially served and shall notify the Company in writing prior to any increase in the connected load.

SCHEDULE A

MUNICIPAL AND COUNTY

TEMPORARY SERVICE CHARGE

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

- A. Advance payment to the Company will not be required prior to connection of the service. A Temporary Service Charge which, except as modified by Paragraphs B. and C., shall be the estimated net cost (including all applicable overhead costs) of installing and removing the service facilities furnished by the Company both on and off the Customer's premises, but in no case shall such charge be less than \$23.48.
- B. Temporary service shall be furnished at a future permanent service location in accordance with the following:
 1. The charge for temporary service shall be the total of the items listed below:
 - a. The Temporary Service Charge shall be the net cost (including all applicable overhead costs) that is in excess of the cost of furnishing permanent service.
 - b. When primary lines and/or transformers are to be installed for supplying temporary service and the Temporary Service Charge does not include the cost of removing all such primary lines and/or transformers, the Customer shall pay the line extension charges (if any) for permanent service at that location.
 2. Permanent underground and pad mounted facilities which operate at more than 600 volts normally shall not be installed to provide temporary service.
 3. All provisions of this Agreement for the extension of permanent service facilities shall also apply to the permanent portion of any extension made in accordance with this Paragraph B.
- C. When the construction necessary to install the required service is a service drop (single-phase, 3-wire, overhead) or underground service from an existing secondary, or from an existing padmounted transformer, the Customer may elect to pay, in lieu of the charges described in Paragraph A. or B., the currently effective flat charge as approved by the Virginia State Corporation Commission, provided that the temporary service meets the required specifications. However, if the Customer requests the Company to prepare an estimate under either Paragraph A. or B., above, then the flat charge under this Paragraph C. will not be applicable.

SCHEDULE B

MUNICIPAL AND COUNTY

EXCESS FACILITIES SERVICE RATE

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

- A. The Customer agrees to pay the Company a Monthly Facilities Charge equal to 1.58% of the estimated new installed cost of all facilities provided by the Company in addition to those facilities which the Company would normally provide to supply electricity to the Customer at one delivery point. The Monthly Facilities Charge will be in addition to the charge for electricity in accordance with the applicable rate schedule.

- B. In lieu of the charge specified in Paragraph A. above, the Customer agrees to pay, (a) a one-time Facilities Charge equal to the estimated new installed cost of all facilities provided by the Company in addition to those the Company would normally provide multiplied by the Tax Effect Recovery Factor specified in Schedule C, plus (b) a Monthly Facilities Charge equal to 0.66% of said cost.

SCHEDULE C

MUNICIPAL AND COUNTY

MISCELLANEOUS AND STANDBY CHARGES

1. Connection Charge

A connection charge of \$15.00 per service shall apply for each new or additional service initiated.

2. Minimum Temporary Service Charge

The charge for the initiation of temporary service shall not be less than \$23.48 per instance.

3. Tax Effect Recovery Factor (TERF)

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

4. Minimum Charge for Parallel or Standby Service

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

a. The greater of:

(1) Contract demand per kW (as determined in Section XII of Agreement)	\$3.01
--	--------

or

(2) Monthly Minimum Charge per kWh @	2.803¢
--------------------------------------	--------

plus the amount determined below, but not less than zero

b. (Total kWh Charge for the Billing Period as Determined Under the Applicable Rate Schedule)

- (kWh for the Billing Period X Rate per kWh Listed in 4a.2. Above)	
+ (kWh for the Billing Period X Monthly Fuel Adjustment Factor)	

(Continued)

SCHEDULE C
(Continued)

MUNICIPAL AND COUNTY

MISCELLANEOUS AND STANDBY CHARGES

3. Alternate Service Meter Minimum Charge

For alternate service locations billed in accordance with XI.C.1. through XI.C.5. of the Terms and Conditions, the minimum amount billed for the electricity at the alternate service meter shall be \$23.62.

SCHEDULE D

MUNICIPAL AND COUNTY

MERCURY VAPOR TO HIGH PRESSURE SODIUM CONVERSION CHARGES

I. APPLICABILITY

This schedule of charges is applicable to the conversion of mercury vapor luminaires to high pressure sodium luminaires of the same style where the new luminaire is placed at the same position and height as the retired luminaire.

II. CONVERSION CREDITS

Conversion credits are included in the conversion charges stated in this schedule. If, however, the net additional six-year revenue (excluding fuel revenue) exceeds the specified credit amount, then the total credit allowed will be the amount of such net additional revenue.

III. TAX EFFECT RECOVERY FACTOR (TERF)

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

(Continued)

SCHEDULE D

(Continued)

MUNICIPAL AND COUNTY**MERCURY VAPOR TO HIGH PRESSURE SODIUM
CONVERSION CHARGES**

IV. CONVERSION CHARGES

- A. For mercury vapor luminaires that are in an area scheduled for relamping, the conversion charges per luminaire (excluding TERF) are as follows:

Mercury Vapor Size Converted From	High Pressure Sodium Size Converted To					
	5,000	8,000	14,000	23,000	42,000	127,000
3,300					Estimated Cost Less	Estimated Cost Less
Cost	\$170.00	\$170.00	\$185.00	\$225.00	\$30.00	\$30.00
Credit	<u>- 30.00</u>	<u>- 30.00</u>	<u>-30.00</u>	<u>- 30.00</u>	Credit	Credit
Net Charge	\$140.00	\$140.00	\$155.00	\$195.00		
7,000					Estimated Cost Less	Estimated Cost Less
Cost	\$170.00	\$185.00	\$185.00	\$230.00	\$30.00	\$30.00
Credit	<u>- 30.00</u>	<u>- 30.00</u>	<u>- 30.00</u>	<u>- 30.00</u>	Credit	Credit
Net Charge	\$140.00	\$155.00	\$155.00	\$200.00		
11,000	Estimated Cost Less				\$195.00	Estimated Cost Less
Cost	\$30.00	\$185.00	\$185.00	\$230.00	<u>- 30.00</u>	\$30.00
Credit	Credit	<u>- 30.00</u>	<u>- 30.00</u>	<u>- 30.00</u>	Credit	Credit
Net Charge		\$155.00	\$155.00	\$200.00	\$165.00	
20,000	Estimated Cost Less	Estimated Cost Less			\$190.00	Estimated Cost Less
Cost	\$30.00	\$30.00	\$220.00	\$220.00	<u>- 30.00</u>	\$30.00
Credit	Credit	Credit	<u>- 30.00</u>	<u>- 30.00</u>	Credit	Credit
Net Charge			\$190.00	\$190.00	\$160.00	
33,000	Estimated Cost Less	Estimated Cost Less			\$190.00	Estimated Cost Less
Cost	\$30.00	\$30.00	\$195.00	\$225.00	<u>- 30.00</u>	\$30.00
Credit	Credit	Credit	<u>- 30.00</u>	<u>- 30.00</u>	Credit	Credit
Net Charge			\$165.00	\$195.00	\$160.00	
53,000	Estimated Cost Less	Estimated Cost Less	Estimated Cost Less		\$190.00	Estimated Cost Less
Cost	\$30.00	\$30.00	\$30.00	\$225.00	<u>- 30.00</u>	\$30.00
Credit	Credit	Credit	Credit	<u>- 30.00</u>	Credit	Credit
Net Charge				\$195.00	\$160.00	

(Continued)

SCHEDULE D
(Continued)
MUNICIPAL AND COUNTY
MERCURY VAPOR TO HIGH PRESSURE SODIUM
CONVERSION CHARGES

IV. CONVERSION CHARGES (Continued)

B. For mercury vapor luminaires that are not in an area scheduled for relamping, the conversion charges per luminaire (excluding TERF) are as follows:

Mercury Vapor Size Converted From	High Pressure Sodium Size Converted To					
	5,000	8,000	14,000	23,000	42,000	127,000
3,300					Estimated Cost Less	Estimated Cost Less
Cost	\$170.00	\$170.00	\$185.00	\$225.00	\$18.00	\$18.00
Credit	- 18.00	- 18.00	- 18.00	- 18.00	Credit	Credit
Net Charge	\$152.00	\$152.00	\$167.00	\$207.00		
7,000					Estimated Cost Less	Estimated Cost Less
Cost	\$170.00	\$185.00	\$185.00	\$230.00	\$18.00	\$18.00
Credit	- 18.00	- 18.00	- 18.00	- 18.00	Credit	Credit
Net Charge	\$152.00	\$167.00	\$167.00	\$212.00		
11,000	Estimated Cost Less	\$185.00	\$185.00	\$230.00	\$195.00	Estimated Cost Less
Cost	\$18.00	- 18.00	- 18.00	- 18.00	- 18.00	\$18.00
Credit	Credit	\$167.00	\$167.00	\$212.00	\$177.00	Credit
Net Charge						
20,000	Estimated Cost Less	Estimated Cost Less	\$220.00	\$220.00	\$190.00	Estimated Cost Less
Cost	\$18.00	\$18.00	- 18.00	- 18.00	- 18.00	\$18.00
Credit	Credit	Credit	\$202.00	\$202.00	\$172.00	Credit
Net Charge						
33,000	Estimated Cost Less	Estimated Cost Less	\$195.00	\$225.00	\$190.00	Estimated Cost Less
Cost	\$18.00	\$18.00	- 18.00	- 18.00	- 18.00	\$18.00
Credit	Credit	Credit	\$177.00	\$207.00	\$172.00	Credit
Net Charge						
53,000	Estimated Cost Less	Estimated Cost Less	Estimated Cost Less	\$225.00	\$190.00	Estimated Cost Less
Cost	\$18.00	\$18.00	\$18.00	- 18.00	- 18.00	\$18.00
Credit	Credit	Credit	Credit	\$207.00	\$172.00	Credit
Net Charge						

SCHEDULE E

MUNICIPAL AND COUNTY

STREET LIGHTING PATROL SERVICE

Upon request by the Customer, the Company will furnish to Customer a patrolling service of one or more units consisting of a motor vehicle and operator (who shall be an employee of Company) to patrol the streets, roadways, alleys and other accessible public areas within the Customer's jurisdictional limits, as designated by Customer, and report street lights furnished by Company which are not in proper operating condition. The charge for such service shall be at the rate of \$37.75 per hour for each patrolling unit furnished. Such service shall be for such hours and days of the week as agreed upon by the Company and Customer. In the event such patrolling service is furnished hereunder, each patrol shall give prompt notice of all such lights not properly operating to Company and to Customer (with reasonable identification thereof) and such notice shall satisfy all notice requirements in Paragraph IV of all Street Lighting Schedules included in this Agreement. Such patrol rate is subject to adjustment for increased costs by the Company at the beginning of each succeeding year of this Agreement.

RIDER A
MUNICIPAL AND COUNTY
FUEL ADJUSTMENT CLAUSE

When the Customer's fuel cost per kilowatthour sold during the three months ended with the second month preceding a billing month is above or below 1.756¢ per kilowatthour, including line loss, then this fuel adjustment clause becomes applicable and a fuel adjustment factor shall be calculated with the formula shown below to the nearest thousandth of a cent and applied as an adjustment to the Customer's bills for such billing month:

For monthly fuel factor effective through December 31, 2000:

$$F = (((E_1 + E_2) / S) - B)(T)(100)$$

For monthly fuel factor effective on and after January 1, 2001:

$$F = (((E_1 + E_2) / S) - B)(100)$$

Where:

- F = Fuel adjustment factor in cents per kilowatthour
- E₁ = North Anna fuel expenses directly related to the Company's owned portion of the plant experienced during the three months ended with the second month preceding the billing month allocated at production level to the Customer.
- E₂ = Total fuel expenses, less North Anna fuel expenses directly related to the Company's owned portion of the plant experienced during the three months ended with the second month preceding the billing month allocated at production level to the Customer.
1. The system monthly fuel expenses allocated to the Customer are determined as follows:
 - a. The cost of fossil fuels shall be those items initially charged to FERC account 151 and cleared to FERC accounts 501, 518, and 547 on the basis of fuel used. In those instances where a fuel stock FERC account (151) is not maintained, e.g., gas for combustion turbines, the amount shall be based on the cost of fuel consumed and entered in FERC account 547.

(Continued)

RIDER A
(Continued)

MUNICIPAL AND COUNTY

FUEL ADJUSTMENT CLAUSE

- b. The cost of nuclear fuel shall be the amount contained in FERC account 518 except that if FERC account 518 also contains any expense for fossil fuel which has already been included in the cost of fossil fuel, it shall be deducted from this account.
- c. Total energy and capacity costs associated with purchased and interchanged power charged to FERC account 555 shall be recoverable as fuel costs. The production cost allocator that will be used to allocate purchased capacity costs incurred during those months that occur on and after July 1, 2001 shall be 4.5220% and shall continue to be applied through the remaining term of the electric service agreement.
- d. The Company shall be permitted to adjust for system losses associated with the Customer through methods consistent with those approved for use in the Virginia Jurisdiction.

S = Total Customer kilowatthour sales during the three months ended with the second month preceding the billing month.

B = Base cost of fuel per kWh sold adjusted for line loss, which is 1.756¢ per kWh.

T = Adjustment for state and local taxes measured by gross receipts, which are eliminated on and after January 1, 2001:
100% divided by (100% minus applicable gross receipts tax rate)

The only costs that may be flowed through the fuel adjustment clause are those included in the FERC account set forth above.

After calculating the monthly fuel factors, the Company shall provide the Steering Committee with the fuel factors and working papers that show, at a high level, the derivation of such factors.

The Company and Customer agree that the Steering Committee may request, on behalf of Company's local government customers, during the term of this Agreement annual joint audits of Company's costs that were incurred since the time of the last audited period, with such representative and Company bearing their own expenses. The period subject to an audit will be limited to the period beginning 36 months prior to the month that the audit commences, but will not include any period prior to the effective date of the Agreement. The audit shall include a review of the line losses used in the allocation of fuel factor costs for the Company's local government rate classes. If the joint audit results in a determination that a corrections is necessary and an adjustment to historical expenses and/or recoveries, as applicable, are necessary, an adjustment and any other appropriate changes shall be reflected prospectively.

RIDER J - CM

MUNICIPAL AND COUNTY

INTERRUPTIBLE ELECTRIC WATER HEATING SERVICE RESIDENTIAL SERVICES — CLOSED

This Interruptible Electric Water Heating Service Rider will be available only to individually metered residential services in those areas that the Company has installed transmitting equipment that allow interruptions of the electric water heater service.

This rider is applicable only if the residential service has an electrical storage water heater in normal daily use that is subject to interruptions by the Company. The type, design, and size of tank in the water heater, the size and number of heater units and the method of its operation are subject to approval by the Company.

The account (Customer) will be credited \$4.00 per billing month for electric water heating services subject to interruption. However, this credit will not reduce billing below the minimum charges for Miscellaneous Light and Power or All Electric Building Services.

Electric water heating service will be available for at least twelve hours per day.

Rider J is not applicable to nonresidential services and may be revised in accordance with the provisions in the Agreement of which this Schedule is a part.

Effective September 30, 1997, this rider is closed and available only to Customers that were being served on this rider on the closure date at the location where service was being provided at that time. In addition, if a Customer voluntarily elects to discontinue service under this rider or the water heater control device fails at the Customer's service location, this rider will no longer be available at that service location.

Customers served under this rider should be aware that proceedings before the State Corporation Commission of Virginia may impact the availability, pricing, and terms and conditions for the Company's interruptible electric water heating service to general retail customers in Virginia and hence may similarly impact this Rider J-CM. These proceedings are expected to be active during the term of the Agreement of which this rider is a part.

RIDER K

MUNICIPAL AND COUNTY

ELECTRIC COOKING IN EDUCATIONAL FACILITIES

I. APPLICABILITY

This rider is applicable in accordance with the Availability Requirements stated below to electric services for educational facilities billed under Schedules 100, 130, and 131.

II. AVAILABILITY REQUIREMENTS

The Monthly Credit stated in Paragraph III, below, is available to any educational facility meeting the following requirements:

- A. The facility must have a permanently installed qualifying all-electric kitchen which was installed on or after July 1, 1994.
- B. The total connected load (based on nameplate ratings) of qualifying electric cooking equipment within the new all-electric kitchen must be at least 50 kW. Qualifying equipment types include: fryers, griddles, ranges, and ovens.
- C. The cooking facilities must be in regular use. Generally, this requirement is met if the cooking facilities are used daily except for weekends and other temporary periods during which the facility is not in operation. Schools operated on a typical school schedule meet this requirement.
- D. The facility does not have any cooking facilities fueled by sources other than electricity.
- E. The facility meets all other requirements of the Company.

(Continued)

RIDER K

MUNICIPAL AND COUNTY

ELECTRIC COOKING IN EDUCATIONAL FACILITIES

III. MONTHLY CREDIT

For facilities meeting the above qualifications, a monthly credit shall be determined by the Company as shown below. The monthly credit shall be determined initially upon the provision of service under this rider and shall be revised appropriately upon any change in the Customer's operation, change in the qualifying equipment, or change in the amount of credit per kWh.

	Connected Load of Qualifying Equipment
multiplied by:	8,760 hours
equals:	Annual kWh at 100% Load Factor
multiplied by:	Estimated Annual Load Factor of the Installation (decimal form)
equals:	Estimated Annual kWh
divided by:	12 months
equals:	Estimated Monthly kWh
multiplied by:	0.7¢ Credit per kWh
equals:	Total Monthly Credit

RIDER L

MUNICIPAL AND COUNTY

GEOHERMAL HEATING AND AIR CONDITIONING

I. APPLICABILITY

This rider is applicable in accordance with the Availability Requirements stated below to electric services billed under Schedules 100, and 130.

II. AVAILABILITY REQUIREMENTS

The Monthly Credit stated in Paragraph III, below, is available to any facility meeting the following requirements:

- A. The facility must have a permanently installed qualifying geothermal heating and air conditioning system which was installed on or after July 1, 1994.
- B. The new geothermal system must be either a hybrid system utilizing a boiler and/or cooling tower to supplement an earth-coupled system or a total earth-coupled system.
- C. The system, regardless of its type, must meet the following technical requirements:
 - 1. It must have a capacity of at least 15 tons.
 - 2. It must have a cooling mode Energy Efficiency Ratio (EER) of at least 11.0 @ 70°F EWT - entering water temperature.
 - 3. It must have a heating mode Coefficient of Performance (COP) of at least 3.0 @ 50°F EWT - entering water temperature.
 - 4. It must be tested in accordance with the Air-Conditioning and Refrigeration Institute (ARI) Standard 325 or 330 as the standard existed at the time of the system's installation.
 - 5. It must supply at least 50% of the facility's heating and cooling requirements.
 - 6. Efficiency ratings for new installations shall be as specified above or in accordance with the latest edition of ASHRAE Standard 90.1, whichever efficiency is greater.
- D. The geothermal heating system must be in regular daily use during the heating and cooling seasons. Generally, this requirement is met if the system is used daily, except for weekends and other temporary periods when the facility is not in operation. Schools operated on a typical schedule meet this requirement.
- E. The facility meets all other requirements of the Company.

(Continued)

RIDER L**MUNICIPAL AND COUNTY****GEOHERMAL HEATING AND AIR CONDITIONING**

(Continued)

III. MONTHLY CREDIT

For facilities meeting the above qualifications, a monthly credit shall be determined by the Company as shown below. The monthly credit shall be determined initially upon the provision of service under this rider and shall be revised appropriately upon any change in the Customer's operation, change in the qualifying equipment, or change in the amount of credit per kWh.

	Connected Load of Qualifying Geothermal Equipment
multiplied by:	8,760 hours
equals:	Annual kWh at 100% Load Factor
multiplied by:	Estimated Annual Load Factor of Equipment (decimal form)
equals:	Estimated Annual kWh
divided by:	12 months
equals:	Estimated Monthly kWh
multiplied by:	0.22¢ Credit per kWh
equals:	Total Monthly Credit

ATTACHMENT C

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

EFFECTIVE JULY 1, 2000

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

I. REQUEST FOR ELECTRIC SERVICE

- A. The Customer shall request and the Company shall supply electric service at mutually agreed upon locations in addition to those served as of the effective date of this Agreement. Requests for connection of service or disconnection of service will be made in writing.
- B. To the extent the Customer desires service utilizing materials which the Company does not maintain as a general inventory item and the Company agrees to supply service using such materials, the Customer recognizes that the initial installation of service may be delayed due to ordering lead-times and further recognizes that repairs and replacements may be delayed due to re-ordering lead-times. The Company recognizes the importance of providing timely service and will undertake reasonable efforts to minimize delay. The Customer agrees to hold the Company harmless in relation to such delays in installation, repair, and replacements.

II. NORMAL SERVICE

- A. The Company will supply to the Customer 60 Hertz electricity of the phase and Company standard nominal voltage desired by the Customer to each mutually agreed upon delivery point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired. The characteristics at which electricity will be furnished at each delivery point will be given in writing to the Customer.
- B. The Company shall not be required to supply electricity unless the Customer's installation has been made in accordance with the applicable provisions of the Company's published Information and Requirements for Electric Service.
- C. The Company will make application for the permits and acquire the easements necessary to build its supply facilities to the property occupied by the Customer. If needed the Company may request the reasonable assistance of the Customer in obtaining these permits and easements. The Customer will apply for, obtain, and deliver to the Company all other permits or certificates necessary to give the Company the right to connect its conductors to the Customer's wiring, and access for all other proper purposes, including an easement or permit from the land owner for the

TERMS & CONDITIONS (Continued)

1 Company's facilities. The Company shall accept a permit across property owned by
2 the Customer only if the Customer agrees that in the event the permit is revoked, or
3 terminated, or if removal is otherwise desired by the Customer, the Customer agrees
4 to pay the cost of removing the Company's facilities and, if appropriate, replacement.
5 Upon the revocation or termination of the permit, the Customer agrees to provide, if
6 needed, a suitable substitute easement or permit subject to the same terms provided for
7 above to insure continuity of electricity to the public.

8
9 In the event the Customer sells or conveys the property where the Company facilities
10 are located by permit, the Customer shall provide for a suitable easement for the
11 Company's facilities.

12
13 The Company shall not be required to supply electricity until a reasonable time has
14 elapsed after the Company has obtained or received all necessary permits, certificates,
15 and easements. With proper coordination between the Company and the Customer,
16 service will be supplied within ninety days from the later of:

- 17
- 18 1. Receipt of written authorization from the Customer, or
- 19
- 20 2. the date upon which all above documents are obtained.
- 21

22 D. Should any change or changes in the service connection furnished the Customer by the
23 Company be made necessary by any requirement of public authority, the entire cost of
24 such changes on the Customer's side of the delivery point shall be borne by the
25 Customer. The delivery point shall be the point where the Company's conductors for
26 supplying electricity are connected to the Customer's conductors for receiving
27 electricity unless otherwise mutually agreed.

28
29 E. Whenever service (other than temporary service) is connected or reconnected for the
30 Customer at any particular location, a service connection charge in the amount
31 specified in Schedule C - Miscellaneous and Standby Charges will be made. However,
32 this connection charge will not be made for unmetered street and traffic control light
33 connections.

34
35
36 **III. ELECTRIC LINE EXTENSIONS**

37
38 A. When the cost to construct or own any overhead line extension or other facility to
39 provide the Customer with electricity exceeds four times the additional annual revenue
40 to be received from the Customer, Company shall only be obligated to construct such
41 facilities if the Customer pays the Company the Excess of Four Years' Revenue.
42 Notwithstanding the foregoing sentence, for outdoor lighting projects where the cost
43 to construct or own outdoor lighting facilities exceeds six times the additional annual

1 revenue to be received from the Customer, the Company shall only be obligated to
2 construct such facilities if the Customer pays the Excess of Six Years' Revenue. The
3 additional annual revenue shall be determined as the additional continuing annual
4 revenue reasonably anticipated by the Company from the facility being added to the
5 Company's system, excluding all revenue produced by the "fuel adjustment factor" -
6 Rider A, Municipal and County Fuel Adjustment Clause. For purposes of this
7 Agreement, the "Excess of Four Years' Revenue" shall be defined as the amount by
8 which the estimated cost of installing the described facilities exceeds four times the
9 additional annual revenue so determined. Likewise, the "Excess of Six Years'
10 Revenue" shall be defined as the amount by which the estimated cost of installing the
11 described facilities exceeds six times the additional annual revenue so determined.
12

13 B. Existing master metered installations will continue to be master metered, except that at
14 the Customer's request, the Company may provide in lieu thereof, individually metered
15 service. If the Customer requests individually metered service, the Customer shall pay
16 to the Company the Excess of Four Years' Revenue as applied to the additional cost of
17 any new facilities that may be required plus the value of any excess facilities at the
18 location for which the Customer has not previously paid. The location of the new
19 delivery points shall be determined by mutual agreement. For residential dwellings,
20 once the conversion to individual metering has been made, the Customer shall not have
21 the option of establishing, reestablishing or expanding excess facilities under
22 Section XI for the purpose of reverting to master metering for a period of ten years
23 following the date of conversion, unless otherwise mutually agreed by the Company
24 and the Customer.
25

26 C. The Company will supply to the Customer new underground service as provided
27 herein. Payment for such new service is established as follows:
28

29 1. The Company will provide new underground service in an "Underground
30 Distribution Area" upon payment of the Excess of the Four Years' Revenue.
31 Provided, however, the Company shall not be obligated to construct or own any
32 electric underground line extension beyond the property line of the Customer. An
33 "Underground Distribution Area" is an area within a major metropolitan high load
34 density center which has been designated by the Company with concurrence of the
35 Customer.
36

37 2. New underground service for traffic signals will be provided upon payment of the
38 Excess of Four Years' Revenue.
39

40 3. New underground service for all outdoor lighting will be provided upon payment
41 of the Excess of Six Year's Revenue, including those located in an Underground
42 Distribution Area.
43

1 4. The Company will provide to the Customer new underground service for all
2 facilities other than those listed in paragraphs C.1., C.2., and C.3., above, upon
3 payment of:

4
5 a. the estimated difference in cost if any, between the underground and
6 overhead facilities, and

7 b. the Excess of Four Years' Revenue which shall be calculated using the
8 estimated cost of the overhead facilities used in determining the above
9 difference in cost between underground and overhead facilities.

10
11 When the Customer provides trenching and backfilling or furnishes a meter
12 pedestal approved by the Company or when the costs of trenching and backfilling
13 are shared by another utility, the Company's charge for providing underground
14 service will be reduced by the average reduction in cost to the Company resulting
15 therefrom.

16
17 Within any development for which underground electric service has been installed,
18 only electric underground service will be provided by the Company and it will be
19 pursuant to this Section III.C.

20
21 D. When the Customer requests the Company to convert existing overhead facilities to
22 underground, the Customer shall pay to the Company:

23
24 1. the total cost of such conversion less the cost, if any, to upgrade the existing
25 facilities to serve the proposed load, and

26
27 2. any excess over the applicable revenue credit (i.e., the Excess of Four Years'
28 Revenue or, for outdoor lighting, the Excess of Six Years' Revenue), that may be
29 applicable to upgrading the existing facilities.

30
31 The total cost of conversion referenced in the foregoing sentence includes the cost of
32 removing the existing overhead facilities less salvage value, plus the cost of the non-
33 betterment portion of the installation.

34
35 E. With respect to converting overhead facilities to underground facilities, in addition to
36 the charges outlined in Paragraph D. above, the following provisions shall apply.

37
38 1. The Customer will not be required to pay for any betterment. "Betterment" means
39 the portions of the project which are designed to improve other portions of the
40 Company's system or better the existing service other than to reasonably assure the
41 reliability of the converted facilities. The Customer may offer an alternate design
42 for consideration by the Company. When the charges to the Customer are based

1 on actual project cost, the amounts determined as betterment and non-betterment
2 shall be proportional to those determined under the estimated project cost.
3

- 4 2. A written agreement shall be prepared regarding the work to be performed by the
5 Company in an underground conversion project. Such agreement shall (a) be in the
6 form of a letter agreement or other suitable form as agreed by the parties,
7 (b) describe the scope of the project, (c) specifically identify any facilities installed
8 by the Customer pursuant to Paragraphs III.E.4. and III.E.5., below, and
9 (d) specify dates for completion of work as mutually agreed upon by the Company
10 and the Customer. At the request of the Customer, any such agreement shall also
11 include a liquidated damages clause in an amount agreed to by the parties to be
12 paid by the Company if the completion dates are not met. Such damages shall not
13 apply if a delay in construction is beyond the control of the Company and its
14 subcontractors. The agreement may also include incentives for early completion as
15 agreed to by the parties.
16
- 17 3. If requested by the Customer in writing prior to the beginning of construction, the
18 Company will provide a fixed-price agreement for the portion of the project
19 undertaken by the Company. Where a fixed-price agreement has been executed,
20 the Customer shall pay the fixed price, regardless of whether the Company's actual
21 costs are greater than or less than the fixed price.
22
- 23 4. The Customer may, at its option, handle some or all "civil construction" aspects of
24 the project provided the facilities constructed meet quality, design and installation
25 standards which are satisfactory to the Company and, upon completion, pass the
26 Company's final inspection. If the Customer undertakes the civil construction
27 portion of the project, it will pay the actual inspection charges to the Company for
28 reasonable inspection service provided by the Company. For the purposes of this
29 agreement, "civil construction" refers to the opening and closing of trenches and
30 streets, and the installation of all necessary duct banks, manholes, and related
31 items.
32
- 33 5. The Customer may, at its option, handle the "electrical construction" aspects of a
34 conversion project provided that, in the Company's reasonable judgement, the
35 Company's employed craft labor are fully engaged in other projects and so cannot
36 be expected to complete the electrical construction within the normally anticipated
37 cost parameters or within the reasonably required timeframe. If the Customer
38 handles the electrical construction aspect of the project, such work shall be
39 performed pursuant to the Company's written specifications, work rules, and
40 construction practices then in effect. The Customer shall use Company-supplied
41 material and the work shall be performed by a contractor which is on the list of
42 contractors approved and supplied by the Company at the time the contract is
43 entered into. If the Customer undertakes the electrical construction portion of the

1 project, it shall pay the actual inspection charges to the Company for reasonable
2 inspection service provided by the Company. The Company inspector shall have
3 the right to work directly with the contractor and correct or stop the contractor's
4 work in order to enforce the Company's written specifications, work rules, and
5 construction practices. If any such action is taken, the Company shall notify the
6 Customer as soon as reasonably possible. For the purposes of this agreement,
7 "electrical construction" refers to the pulling of primary, secondary and/or service
8 cable, and the placement of transformers, switches and similar devices, but
9 excludes terminating cables, splicing cables, making the facilities ready to be
10 energized, energizing the facilities, and any other work requiring specialized skills
11 relating to the operation of the Company's distribution facilities.
12

- 13 6. If the Customer handles any "civil construction" or "electrical construction"
14 aspects of a project, the Customer or its contractors shall submit to the Company
15 all reports, drawings and explanations applicable to the project in order to satisfy
16 the Company's "as-built" record keeping requirements. The Customer shall also be
17 responsible for:
- 18 a. the safekeeping of any materials, equipment or supplies furnished the Customer
19 or their contractor by the Company (hereafter "Materials"),
 - 20 b. the return to the Company's storeroom of any unused Materials, and
 - 21 c. the reconciliation of discrepancies between Materials furnished by the
22 Company, Materials used in the work and Materials returned to the Company.
23

24 The Customer shall, upon receipt of an invoice, reimburse the Company at the
25 Company's cost for Material discrepancies or for damages to Materials returned.
26

- 27 7. In the event the Customer performs work as allowed in this Paragraph E., the
28 contracts between the Customer and the Customer's contractors shall provide for
29 any necessary or unforeseen field changes due to construction conditions and/or
30 omissions by the designer. Where design changes are required after construction
31 begins, such changes shall be approved by the Company and any additional cost
32 borne by the Customer.
33
- 34 8. The Customer's contract with its contractors for work allowed under this
35 Paragraph E shall: (a) require the contractors to defend, indemnify and hold the
36 Company harmless, as a valid third party beneficiary of such contract, from and
37 against all liens, claims, losses, demands, damages, liabilities, attorney's fees, costs
38 and causes of action in any manner arising out of, resulting from, caused by or in
39 connection with the contractor's and any subcontractor's performance of services
40 for the Customer, including but not limited to personal injury or death to persons
41 and damage to any property (including the Company's and Customer's property),
42 unless attributable to the sole negligence of the Company; (b) require that the
43 contractors warrant to the Company, as a valid third party beneficiary of such

TERMS & CONDITIONS (Continued)

1 contract, that the contractors' services, workmanship, and all equipment and
2 materials not furnished by the Company are free from defects and that any material
3 or equipment not furnished by the Company is merchantable and fit for its intended
4 purpose; (c) require that such contractors shall obtain, and maintain during the
5 course of their performance thereunder, insurance in such forms and amounts as
6 normally required by the Company from its contractors as set forth in the
7 Company's written general terms and conditions for construction and maintenance
8 services; and (d) require that the contractors' commercial general liability policies
9 (and umbrella or excess liability policies) name the Company as an additional
10 insured under such policies.

11
12 Customer shall, upon the Company's request, provide the Company with written
13 assurances, satisfactory to the Company, of its compliance with the provisions of
14 this subparagraph 8.

15
16 9. When the Customer handles any contracting work, in no event shall the Company
17 make payments to the Customer for any portion of a credit (e.g., Four Years
18 Revenue, overhead line credit) the Customer would otherwise have received if the
19 Company had handled the construction.

20
21 10. Upon 60 day's advance written request from the Customer, the Company shall
22 evaluate a contractor of the Customer's choice for potential placement on the
23 Company's list of approved contractors. Whether the contractor is accepted or
24 rejected by the Company, the Customer shall pay the Company for its documented
25 direct cost and the normally applied indirect cost of such evaluation in accordance
26 with the Company's standard customer cost determination procedures for
27 relocation work. If accepted, the contractor shall be placed on and shall remain on
28 the Company's list of approved contractors for a period of one year, except that
29 the Company may at any time and without notice remove the contractor from the
30 approved list due to the contractor's failure to work according to the Company's
31 normal quality standards or work rules. The amount charged by the Company for
32 such evaluation shall not exceed the Maximum Approval Charge. The Maximum
33 Approval Charge shall be \$5,000 multiplied by the annual CPI for the last
34 completed calendar year then divided by the annual CPI for calendar year 2000.
35 The CPI as used herein shall be the Consumer Price Index for All Urban
36 Consumers (CPI-U) as most recently reported by the U.S. Bureau of Labor
37 Statistics.

38
39 F. With respect to new line construction, in addition to the charges outlined in
40 Paragraph C above, the following provisions shall apply:

41
42 1. The provision of paragraph E.1. above shall apply.
43

TERMS & CONDITIONS (Continued)

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

10
11 G. With respect to any projects requested by the Customer for which it may be required
12 to pay the Company under paragraphs A, B, C, or D of this Section III, if requested by
13 the Customer, the Company shall provide the Customer with the construction sketch
14 of the proposed design and a detailed estimate of the labor and materials which will be
15 used for the project: (the "Cost Estimate"). The Cost Estimate shall include a summary
16 listing of the work included in the project and an itemized estimate showing all labor,
17 material, and equipment, and other cost items necessary for construction of the project
18 as provided in the Company's Work Request Compatible Unit Cost Estimate or
19 equivalent. Cost Estimates provided by the Company shall be sufficiently detailed to
20 show separately the civil construction portion and the electrical aspects of the project
21 and any credit for salvage.

22
23 If requested by the Customer, the Company shall provide a conceptual design of a
24 proposed project involving converting existing overhead services to underground
25 which the Customer may use for planning purposes to consider how or whether it will
26 continue with the project. The Company may charge the Customer for any reasonable
27 costs incurred in furnishing an estimate hereunder regardless of whether or by whom a
28 project is constructed.

29
30 H. For payments made to the Company which are classified as a contribution in aid of
31 construction on the Company's books, a Tax Effect Recovery Factor (TERF) shall be
32 applied as described below.

33
34 1. Any payment by the Customer covering the (a) Excess of Four Years' Revenue,
35 (b) Excess of Six Years' Revenue, (c) underground cost differential, (d) one-time
36 facilities charge payments, or (e) any other payment classified as a contribution in
37 aid of construction on the Company's books, shall be grossed up for the
38 Company's payment of income taxes by the Tax Effect Recovery Factor specified
39 in Schedule C, the product of which shall be paid by the Customer.

40
41 2. TERF shall not apply to the following types of work in the event and to the extent
42 that contributions in aid of construction for such services, relocations and
43 conversions are not taxable:

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- a. temporary service,
 - b. highway relocation projects,
 - c. relocation projects necessitated by the addition of sidewalks or storm drainage,
 - d. conversion projects from overhead to underground, and
 - e. the conversion of existing luminaires to a more energy efficient luminaire or to a luminaire having a higher light output.
3. In situations where the Customer has constructed all or a portion of the facilities which are transferred to the Company, the Customer shall pay TERF on the lesser of:
- a. The actual cost of the construction, including the Company's capitalized administrative cost.
 - b. The Company's appraised value of the facility.

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

- I. Prior to the installation of any facilities under this Section III, the Customer shall provide to the Company, in writing, authorization for the Company to perform the work. Such authorization shall state: the scope of the work, the amount of payment required by the Company, the Customer agrees to pay said amount, the Customer shall make actual payment by cash or check, and payment shall be made upon completion of the project or, in the case of progress billing, in accordance with the progress billing provisions of this Agreement.

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

TERMS & CONDITIONS (Continued)

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

- 5
6 1. Progress bills will not be less than \$1,000.00 and shall not be rendered more than
7 once per month.
- 8
9 2. In those cases where the customer charge is a fixed amount based on estimated
10 construction costs, the total amount of any progress bills rendered to the Customer
11 will not exceed 90% of the total customer charge and any progress bill rendered
12 shall state the total customer charge.
- 13
14 3. In those cases where the final customer charge is determined after actual costs
15 have been accumulated, the total amount of any progress bills rendered to the
16 Customer will not exceed 90% of the estimated customer charge and any progress
17 bill rendered shall state the estimated total charge to the Customer.
- 18
19 4. Upon completion of the project, the Customer will be rendered a final bill and shall
20 pay to the Company any remaining portion of the customer charge not collected
21 under progress billing.

22
23 Where the Customer is charged based on the actual cost to the Company rather than
24 the estimated cost, if the final cost of the project exceeds the estimated cost including
25 all revisions thereto previously agreed to in writing, at the Customer's request, the
26 Company shall provide a general written explanation of the variance.

27
28 Should the project cost, including all revisions thereto previously agreed to in writing,
29 exceed the lesser of 115% of the estimated cost or \$25,000 (the "Normal Variance
30 Limit"), the Company shall provide a detailed explanation of the increased cost and the
31 Customer may review all records associated with the project at the Company's offices
32 during normal business hours. The Customer shall request in writing any such
33 additional billing information within 20 calendar days after the bill date of the final
34 invoice. The Company will make such information available within a reasonable time
35 after the Customer's request. The Company shall thereafter establish the bill date
36 which date shall not be prior to ten days after the date on which the additional
37 information is made available.

38
39 The late payment charge described in Section VII of these terms and conditions will
40 apply to all such charges, whether above or below \$50,000 or related to progress
41 billings, if not paid within 35 days of the billing date. For actual cost projects where
42 the actual cost exceeds the Normal Variance Limit, the Customer shall pay the amount
43 of the invoice up to the Normal Variance Limit as provided in Section VII hereof.

1 Any amount in excess of the Normal Variance Limit shall not be subject to the late
2 payment charge until 35 days after the bill date for such excess amount. The bill date
3 for such excess amount shall not be prior to ten days after the date the additional
4 information is made available as provided in the previous paragraph. The monthly late
5 payment charge for the amount in excess of the Normal Variance Limit shall be the
6 excess amount times the sum of the prime rate, as defined hereinafter, plus one and
7 one-half percent divided by twelve. As used in the previous sentence, "prime rate"
8 shall mean the prime rate specified, on the last business day prior to the date of the
9 invoice, in the Wall Street Journal as "the base rate on corporate loans posted by at
10 least 75% of the nation's 30 largest banks."
11

12 J. When the Customer is considering the installation of Company-owned street lighting,
13 the Customer shall review proposed road improvements, storm drain improvements,
14 and other public improvement projects that may, within the first six years after the
15 installation of the streetlight poles, conflict with the contemplated streetlight pole
16 locations. The Customer shall exercise due diligence to avoid requesting streetlight
17 poles to be located in a manner which conflicts with such public improvement projects.
18 If any streetlight poles are located pursuant to a permit under which the Company
19 must bear relocation costs and if, within 72 months of installation, a conflict occurs
20 which requires relocation of the streetlight poles or related streetlight conductor, the
21 Customer shall pay one-seventy-second of the relocation cost of the Customer-
22 requested streetlight poles, fixtures, and related conductors for each full month
23 remaining in the period beginning with the date the streetlights were placed in service
24 and ending 72 months after that date, to the extent the Company does not recover the
25 relocation costs from another party. This provision does not apply to streetlight
26 facilities located on easement or other similar permanent right-of-way.
27

28 K. All facilities furnished and installed by the Company shall be and remain the property
29 of the Company. When the Customer undertakes any "civil construction" or
30 "electrical construction" aspects of a project as provided for in Paragraph III.E.,
31 above, (1) all facilities related to the project which are provided by the Company and
32 installed by the Customer shall be and remain the property of the Company, and (2) all
33 facilities related to the project which are provided and installed by the Customer under
34 Paragraphs III.E.4., III.E.5. and III.F., above, shall be sold to the Company for one
35 dollar. TERF shall be applied as described in Section III.H.
36

37 L. Normally, the Company shall make outdoor lighting installations in accordance with
38 the Lighting Design supplied by the Customer. The phrase "Lighting Design" shall
39 mean the specification of luminaires and their positioning to provide adequate
40 illumination of the desired area considering the intended use of the area, and shall
41 include the positioning of poles, brackets, luminaires, and related fixtures to provide
42 adequate clearances and safety zones. For installations made pursuant to a Lighting
43 Design supplied by the Customer, the Company shall bear no responsibility for the

TERMS & CONDITIONS (Continued)

1 Lighting Design or for any defects of the Lighting Design. If the Company determines
2 that the Customer's Lighting Design will create an unsafe condition, the Company may
3 refuse to make such installation but the Company shall have no duty or obligation to
4 make such determination. Upon mutual agreement, the Company may provide a
5 Lighting Design in accordance with generally recognized lighting design practices.
6 Whether supplied by the Customer or the Company, all lighting designs shall utilize the
7 Company's typical equipment or other equipment as may be mutually agreed by the
8 parties.

9
10 M. Upon the Customer's acceptance of a price for electric line work by the Company, the
11 scope of the project shall not be materially changed except upon written and dated
12 agreement between the Company and the Customer as to the nature of the scope
13 change and any associated changes in the project timing and the Company's charges to
14 the Customer. When the Company receives a non-written request to make a change
15 that will materially alter the design, scope, time, cost, or conditions of the project, the
16 Company may after prompt notice to the Customer, discontinue work that will conflict
17 with that portion of the project affected by such non-written request until such
18 request, and as applicable, a revised cost and completion date are settled in writing.
19 The Company agrees to expeditiously process all such written requests for changes
20 and to use reasonable efforts to ensure that the project is not unduly delayed by
21 Company's response to Customer's request for change.

22
23
24 **IV. VOLTAGE VARIATION**

25
26 A. Unless otherwise agreed by the parties hereto in writing and attached hereto, the
27 Company will endeavor to supply voltages within the following limits:

28
29 The variation from nominal voltage to minimum voltage will not exceed 7.5% of
30 nominal voltage, and the variation from nominal voltage to maximum voltage will not
31 exceed 7.5% of nominal voltage. Variations in voltage in excess of these
32 specifications arising from causes beyond the control of the Company shall not be
33 considered a violation hereof.

34
35 B. The following definitions apply to terms used above:

36
37 Nominal Voltage - The reference level of service voltage.

38 Maximum Voltage - The greatest 5-minute mean or average voltage.

39 Minimum Voltage - The least 5-minute mean or average voltage.
40
41
42
43

V. METER READING AND BILLING

- A. Normally electricity will be furnished through one delivery point and one set of metering apparatus. All metering apparatus used for billing shall be owned, operated, and maintained by the Company.
- B. Meters may be read in units of 10 kWh and bills rendered accordingly.
- C. The metering equipment installed by the Company to measure the electricity used by the Customer shall be tested by the Company in accordance with the Company's standard meter testing practices.
- D. The Company will, without charge, make a test of the accuracy of registration of the metering equipment upon the request by the Customer, provided the Customer does not request such a test for any individual meter more frequently than once in each 24 months. If more than one request test is made in a 24-month period, the Customer will pay all costs of making all tests other than the first test unless the results of such additional request test indicate the accuracy of the meter to be more than 2% fast or slow, in which case no charge for said request test will be made.
- E. When a meter is found to be no more than 2% fast or slow, no adjustment will be made in the Company's bills. If the meter is found to be more than 2% fast or slow because of incorrect calibration, the Company will rebill the Customer for the correct amount as reasonably calculated for a period equal to one-half of the time elapsed since the last previous test, but in no case for a period in excess of twelve months. The percentage registration of a meter will be calculated by the "weighted average" of light load and full load, which is calculated by giving a value of 1 to the light load and a value of 4 to the full load.
- F. Whenever it is found that unmetered electricity is being used by the Customer as a result of tampering, the Customer will pay to the Company an amount reasonably estimated by the Company with input from the Customer to be sufficient to cover the electricity used but not recorded by the meter and not previously paid for.

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

TERMS & CONDITIONS (Continued)

- 1 G. Whenever it is found that, for any reason other than incorrect calibration or tampering,
2 the Company has not properly billed the Customer, the Company will rebill the
3 Customer in accordance with the following:
4
- 5 1. In the event the true amount of electricity used by the Customer cannot be
6 determined, an estimate will be made of the electricity used during the period in
7 question. Such estimate will be based upon all known pertinent facts, and the
8 amount of electricity so estimated will be used in calculating the corrected bill.
9
 - 10 2. The period of rebilling shall be as required to correct billing, but shall not exceed
11 thirty-six months. Where incorrect meter registration is the cause of improper
12 billing, the total period of rebilling also shall not exceed one-half the time elapsed
13 since the last previous test of the metering apparatus.
14
- 15 H. The Customer shall provide at a mutually agreeable location suitable space for the
16 installation of the necessary metering apparatus which space shall normally be:
17
- 18 1. Substantially free from vibration.
19
 - 20 2. An outside location unless otherwise approved by the Company. For detached
21 single family residential structures a side location shall be used where practicable.
22
 - 23 3. Readily accessible and convenient for reading, testing, and servicing.
24
 - 25 4. Protected from damage by the elements or the negligent or deliberate acts of
26 persons.
27
- 28 I. The Company will furnish electricity to the Customer for use only on the premises
29 owned or leased by the Customer and such electricity shall be used only for the
30 Customer's own purposes. Electric service shall not be provided or allowed under this
31 Agreement to a separately metered privately owned residence or business providing
32 any type of service to the public, except where such service is incidental to the
33 operation of the Customer's facility.
34
- 35 J. The submetering of electricity is permitted in accordance with the following:
36
- 37 1. The electricity furnished by the Company shall not be submetered by the Customer
38 for resale or assignment to another entity except to the extent that such is
39 incidental to the performance of the Customer's official duties and the Company
40 cannot reasonably separately supply and bill the electricity or services provided.
41 This provision, however, shall not be construed as preventing the Customer from
42 providing submetered electricity to publicly-assisted housing and similar projects.
43

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

17
18 K. Upon request of the Customer and upon execution of a suitable supplemental
19 agreement, the Company will render bills electronically in accordance with the
20 American National Standards Institute (ANSI) X12 standard for electric bills (EDI810
21 Transaction Set version 4010). The Company may from time to time upgrade to a
22 newer standard, but will support previous standards for a reasonable period as to allow
23 the Customer to upgrade to the newer standard. Upon initiation of electronic billing,
24 the Company will render paper bills to the Customer for a period not to exceed three
25 billing months.

26 27 28 **VI. SELECTION OF SCHEDULE**

29
30 A. The following applies to accounts of the Customer where the Customer purchases
31 both the delivery of electricity and the electricity itself from the Company.

32
33 1. The Customer will select the particular rate schedule of those applicable, under
34 which the Customer desires to use electricity. The Company may assist the
35 Customer in making this selection but responsibility for the selection rests
36 exclusively with the Customer. The Customer may change its selection of an
37 applicable rate schedule in accordance with the terms of the schedule or any
38 separate agreement relating to the supply of electricity to the facility. Such
39 schedule change will become effective for electricity used on and after the meter
40 reading immediately following written notice from the Customer of the selection of
41 a new rate schedule, but not earlier than the date permitted under the applicable
42 rate schedules or separate agreement.

TERMS & CONDITIONS (Continued)

1 2. In an effort to assist the Customer as described in Paragraph VI.A.1., above, the
2 Company will endeavor to review, at least once every 14 months, those accounts
3 being billed under one of the various standard-design rate schedules. The purpose
4 of the review will be to determine, based on historical electrical demand and usage
5 information, which accounts, if any, may realize lower billing on an applicable
6 alternate standard-design schedule. The Company will contact the Customer
7 regarding accounts that may realize more than a minimal savings as determined by
8 the Company's standard policy for making contact. For rate schedules with time-
9 of-usage pricing, limited end-use application, and similar features which require
10 information not normally captured by the Company's billing and account records
11 for customers served under a standard-design schedule, the Company will perform
12 comparisons upon the Customer's request provided the Customer assists by
13 providing estimated electrical usage information and provided that comparisons for
14 any particular service location are not requested more frequently than once every
15 nine months.

16
17 B. The following applies to accounts of the Customer served by a licensed competitive
18 supplier.

19
20 1. Any account of the Customer that switches to a licensed competitive supplier
21 during the pilot or full customer choice will be billed on the distribution/wires
22 charge rate schedule that is comparable to the bundled rate schedule that the
23 account was billed on in the twelfth billing month prior to the month that the
24 account switches to a licensed competitive supplier. For accounts with less than
25 twelve months of history, the applicable distribution/wires charge rate schedule
26 will be that which is comparable to the bundled rate schedule initially established
27 for the account. Upon request by the customer and approval of the Company, in
28 the event that the current usage characteristics of the account is significantly
29 different than the historical characteristics, the applicable distribution/wires charge
30 rate schedule will be the one comparable to the bundled rate schedule that would
31 have provided the account with the lowest annual billing based on the current
32 usage characteristics. An account returning to bundled service must remain on
33 bundled service for the minimum stay requirements in a manner similar to that
34 established by the SCC, if any, for commercial and industrial customers similarly
35 situated unless the parties agree otherwise.

36
37 2. As used in this section, the following words and phrases shall have the following
38 meanings:

39
40 a. "Bundled rate schedule" – Any of several rate schedules that include both the
41 sale of electric energy and the delivery of electric energy to the mutually agreed
42 point of delivery, using the Company's transmission and/or distribution
43 system(s) as the means of delivery.

TERMS & CONDITIONS (Continued)

- 1
2 b. "Bundled service" – The provision of both electric energy and delivery service
3 by the Company under a "bundled rate schedule."
4

VII. PAYMENTS

- 5
6
7 A. The supply of electricity by the Company is contingent upon the Customer's payment
8 of all charges due from the Customer.
9
10 B. The Company will render bills to the Customer at regular intervals. Bills are due and
11 payable upon presentation and become past due on the next bill date. The bill date is
12 shown on the bill and is the date on which the bill is prepared in the Company's billing
13 operations. In no event shall the time between the date of billing preparation and the
14 date by which payment must be received in the Company's office in order to avoid a
15 late payment charge be less than 35 days. In the event payment shall not be received
16 within 35 days of the bill date, a late payment charge of 1.5% per month will be
17 imposed from the bill date to the date of payment on all past due amounts. No late
18 payment charge shall be imposed if the Company fails to mail bills promptly after the
19 billing date. The Customer may designate its billing address.
20
21 C. When the initial or final billing period for a street or traffic lighting service is other
22 than 30 days, the initial or final bill shall be prorated based on the number of days of
23 service covered by such bill as compared to 30 days. The Company's bills to the
24 Customer will reflect the installation and removal of street lights on a timely basis.
25 The Company will exercise reasonable diligence to reflect such street light changes on
26 its bills within 45 days thereof.
27
28 D. Bills are payable at any bill payment location designated by the Company or to any
29 collector or collection agency duly authorized by the Company. Payment shall be paid
30 without regard to any counterclaim but shall not affect the Customer's claim therefore.
31
32 E. Upon Customer's request, the Company may agree to provide a consolidation of bills
33 service for certain accounts provided:
34
35 1. The Customer has a minimum of twenty five eligible accounts billed to the same
36 mailing address.
37
38 2. The Customer agrees to pay the total amount billed by the Payment Due Date.
39 Where the Customer has elected to receive one bill per month, the Payment Due
40 Date is 15 days after the billing date shown on the Consolidation of Bills
41 statement; where the Customer has elected to receive two bills per month, the
42 Payment Due Date is 22 days following said billing date; and where the Customer
43 has elected to receive three bills per month, the Payment Due Date is 25 days

TERMS & CONDITIONS (Continued)

1 following said billing date. Normally, no account that is part of the consolidation
2 of bills service will be billed more than once per billing month. If not paid by the
3 Payment Due Date, a late payment charge of 1.5% per month shall be made on any
4 outstanding balance.

- 5
- 6 3. The Customer agrees to pay by check with the appropriate Consolidation of Bills
7 cashier coupon enclosed. Payments may be made at any bill payment location
8 designated by the Company. Alternatively, Customer may pay electronically in
9 accordance with Paragraph VII.F., below.

10

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

- 14
- 15 4. A continuous course of improper payment or late payment shall be construed as a
16 failure to comply with this portion of the Agreement and may subject the Customer
17 to termination of the Consolidation of Bills service.

- 18
- 19 5. The Customer and the Company shall enter into a letter supplement to this
20 Agreement which incorporates other provisions of the Consolidation of Bills
21 service including, but not limited to provisions for the termination of the service
22 and instructions for initial and final bills for an individual account.

- 23
- 24 F. Upon the Customer's request and upon execution of a suitable supplemental
25 agreement, the Company will accept payments electronically in accordance with the
26 following provisions.

- 27
- 28 1. Electronic payments must be sent to the Company's consolidation bank using
29 "CTX" with the American National Standards Institute (ANSI) X12 standard
30 addendum for customer payments (EDI820 Transaction Set, version 4010),
31 detailing each of the Customer's accounts being paid and the amount being paid
32 for each account. The Company may from time to time upgrade to a newer
33 standard, but will support previous standards for a reasonable period as to allow
34 the Customer to upgrade to the newer standard.

- 35
- 36 2. If the Customer's failure to provide complete and accurate information with the
37 payment transmission results in posting of the payments beyond the date upon
38 which late payment charges are ordinarily assessed, such late payment charges
39 shall be applied.

- 40
- 41 G. Effective July 1, 2001, the Company may in response to Customer's request for newly
42 initiated or increased load of the Customer, require contract minimum amounts for a
43 separately-billed account (account) if any of these three conditions exist: (1) the

1 account has a delivery capacity of 500 kVA or more and the Company's estimated
2 cost net of any Customer contributions (net cost) to connect service or rearrange to
3 match the Customer's requested load requirement exceeds \$5,000; (2) the delivery
4 capacity is less than 500 kVA and the Company's estimated net cost to connect
5 service or rearrange to match the Customer's requested load requirement exceeds the
6 greater of \$10,000 or \$50 per kVA of anticipated load; or (3) the loading of a
7 transformer caused by serving new or rearranged electrical loads rearranged at the
8 Customer's request is to be less than fifty percent of such transformer's nominal
9 capacity for a period of more than twelve months and no more than five percent of the
10 nominal capacity of the transformer is used to serve other customers. The net cost
11 amounts above shall exclude improvements to existing facilities used in common with
12 third parties to the extent the Customer's newly initiated or increased load is not at
13 least one-fourth of the maximum steady load capacity of the existing equipment. [For
14 example, when a transformer with a capacity of 1,500 kVA serves the existing load of
15 multiple customers totaling 1,300 kVA including Customer's load of 300 kVA, and
16 Customer adds 374 kVA of load for a total Customer load of 674 kVA, and Company
17 replaces the existing transformer with the next largest transformer having a capacity of
18 2,000 kVA, then the Company's net cost of the transformer replacement would not be
19 included as a cost component in determining whether the \$5,000 threshold of item (1),
20 above, was met because Customer's additional 374 kVA load did not total 25% or
21 more of the capacity of the existing 1,500 kVA transformer. However, if Customer
22 adds 375 kVA of load (rather than 374 kVA of load), then Company may include its
23 net cost of re-sizing the transformer from 1,500 kVA to 2,000 kVA in determining
24 whether the \$5,000 threshold was met.] Minimums shall be in the form of a minimum
25 kW amount to be applied to the charges for delivery service (as opposed to power
26 supply), except where delivery service charges are not stated as discrete dollar
27 amounts per kW for only delivery services, in which case they shall be in the form of a
28 stated dollar minimum. The Company may establish both a kW-based minimum and a
29 stated dollar minimum for a given account, but shall only apply the kW-based
30 minimum when the account is billed under a rate having a discrete dollar amount per
31 kW for only delivery service, and the Company shall only apply the stated dollar
32 minimum when the account is billed under a rate that does not have a discrete dollar
33 amount per kW for only delivery service. The Company shall reasonably determine,
34 based on information provided by the Customer or the Customer's designee, the
35 anticipated kVA at the point of delivery and any stated dollar minimum. Any kW
36 minimum amount shall not exceed 70 percent of the anticipated peak kVA load
37 utilized by the Company to size its equipment. For accounts served under a Full
38 Service rate schedule that does not contain discrete charges for delivery service, any
39 stated dollar minimum shall not exceed 50 percent of the anticipated average monthly
40 bill (excluding Rider A fuel adjustment charges) for all components of service. For
41 accounts served under a rate schedule that contains discrete charges for delivery
42 service, the stated dollar minimum shall not exceed 70 percent of the anticipated
43 average monthly bill for delivery service. The Initial Term of such minimum shall be

TERMS & CONDITIONS (Continued)

1 the number of whole years necessary for the present value of the minimum revenue to
2 equal the Company's net cost of extensions or improvements, but in no case shall it be
3 less than one year nor more than ten years. Upon request, the Company shall provide
4 its work papers showing its calculations pursuant to this subparagraph G. Upon
5 request, the Company shall reduce the Initial Term if loads added by other customers
6 increases the utilization of any Company equipment whose cost was used in
7 calculation of the Initial Term, with such reduced term being determined under the
8 method described above for Initial Term determination. If during the Initial Term the
9 Customer's load is not maintained at the anticipated level used in establishing the
10 minimum amounts and Initial Term, the minimum amounts and the Initial Term shall
11 upon Customer request be revised commensurate with the capacity of appropriately
12 re-sized equipment upon payment by the Customer of the Company's currently
13 estimated cost to re-size such equipment, excluding the material cost of transformers
14 and meters. Following the Initial Term, minimum amounts determined under this
15 subparagraph G. shall continue during the term of service on a month-to-month basis,
16 however, upon request of the Customer the minimum amount shall be revised
17 commensurate with any reduction in anticipated load upon payment by the Customer
18 of the currently estimated labor and transportation charges to re-size the equipment
19 appropriately for such reduced load. Minimum provisions entered into prior July 1,
20 2001, shall remain in place as previously agreed until such time in the normal course of
21 business that such minimum provision is to be modified, in which case such modified
22 minimum shall be established in accordance with this subparagraph G.

VIII. USE OF ELECTRICITY BY CUSTOMER

- 23
24
25
26
27 A. In order to protect the Company's equipment, electricity supplied to those locations
28 served by the Company shall not be used in conjunction with any other source of
29 electricity without previous written consent of the Company which consent shall not
30 be unreasonably withheld (see Section XII. hereof and the applicable rate schedule
31 attached hereto), except that emergency standby generation may be used without such
32 written consent during periods when the electricity supplied by the Company may fail
33 or be interrupted, provided the Customer's facilities are disconnected from the
34 Company's facilities before the standby generation energizes the Customer's facilities.
- 35
36 B. Because the Company's facilities used in supplying electricity to the Customer have a
37 definite limited capacity and can be damaged by overloads, the Customer shall give at
38 least 90 days' notice to the Company and obtain the Company's written consent before
39 making any substantial increase in the total amount of load or before making any
40 substantial change in the nature of load connected to the Company's service. In the
41 event of a substantial load decrease, the Customer shall endeavor to notify the
42 Company 30 days prior to the decrease, but in all cases shall notify the Company not
43 more than 30 days after effecting the load decrease.

TERMS & CONDITIONS (Continued)

1
2 C. The Customer shall not use electricity in any manner which will be detrimental to the
3 Company's supply of electricity to other customers. The Company reserves the right,
4 but shall have no duty, to determine the suitability of apparatus or appliances to be
5 connected to its service by the Customer and to refuse to continue or supply electricity
6 if it shall reasonably determine that the operation of such apparatus or appliances may
7 be detrimental to its general supply of electricity.

8
9 D. In the event the Customer installs equipment which produces harmonics in excess of
10 five percent Total Harmonic Distortion (THD) and/or three percent of any single
11 harmonic, the Customer will provide and install, at its own risk and expense, all
12 equipment necessary to reduce such harmonics to five percent or less THD and/or to
13 three percent or less of any single harmonic.

14
15 E. The parties to this agreement will continue to support an active energy efficiency and
16 load management program with the twin goals of improving energy efficiency and
17 reducing operating costs.

18
19 1. In the furtherance of these goals, the Company may at its discretion and upon
20 approval by the Customer, offer energy related services to maximize efficiency in
21 energy consumption and cost which include, but are not limited to:

22
23 a. energy auditing services;

24
25 b. financial incentives such as rebates, performance based contracting and shared
26 energy saving financing of energy conservation measures;

27
28 c. energy information services including submetering, energy use reporting,
29 energy management systems, and energy billing management, to encourage
30 energy efficiency measures; and

31
32 d. energy asset management services, which may include owning, operating,
33 purchasing fuels for, and maintaining, energy facilities and equipment.

34
35 2. The specifics of such options, including pricing and the terms and conditions, shall
36 be negotiated on an individual customer basis.

37
38 3. For consulting services, billing comparisons, and other services provided by the
39 Company pursuant to Paragraph VIII.E., the Company shall not be liable for any
40 losses or damages whatsoever, whether based on contract, strict liability, tort
41 (including negligence), or warranty (whether expressed or implied), arising from,
42 caused by, or resulting from the use or misuse of such services by the Customer or
43 the supply of such services by the Company.

IX. RESPONSIBILITY OF CUSTOMER AND COMPANY

- A. The Customer shall be responsible for keeping persons and vehicles which it reasonably believes to be unauthorized away from Company property installed on the Customer's premises.
- B. The Customer will make a reasonable effort to protect the Company's property on the Customer's premises, but shall not be liable for the cost of repairs or damage to such property unless same was caused by the negligence or willful misconduct of Customer's employees or authorized agents. When the Company's facilities serving a given location have been damaged by repeated and continued acts of vandalism, the Company and the Customer shall work together to prevent further damage to the Company's equipment.
- C. Electricity is supplied by the Company and purchased by the Customer upon the express condition that after it passes the delivery point, it becomes the property of the Customer to be used only as herein provided; and unless the negligence or willful misconduct of the Company or its agents or employees shall be a proximate cause thereof, the Company shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electricity after it passes the delivery point, or for any loss or damage resulting from the presence, character, or condition of the wires or equipment of the Customer or for the inspection or repair thereof.
- D. The Company shall protect, maintain and repair the Company's wiring and equipment. The Customer shall protect, maintain and repair the Customer's wiring and equipment. Should the Customer report trouble with the supply of electricity, the Company will endeavor to respond with reasonable dispatch to such call with the purpose only of correcting such trouble as may be in the Company's equipment supplying the Customer. It is understood that the Company has no responsibility to inspect equipment of the Customer and will not normally make such an inspection. However, if the trouble appears to be in the Customer's wiring or appliances, the Company's employees may, if requested by the Customer, make such inspection of the Customer's wiring or equipment as the Company's employees are prepared to make, but any such inspection of the Customer's wiring or equipment by the Company's employees is made with the express condition that the Customer assumes the entire and sole risk, liability, and responsibility for all acts, omissions, and negligence of the Company's employees except the Company retains all responsibility for gross negligence of its employees.
- E. The Company will follow its policy for cleaning and relamping of Company owned street and outdoor lighting fixtures as set forth below.

TERMS & CONDITIONS (Continued)

- 1 1. Fixtures will be cleaned and relamped according to the following schedule,
2 however, the Company will be allowed up to six additional months to
3 accommodate the Company's scheduling requirements.
 - 4 a. Mercury vapor fixtures will be cleaned and relamped every four years.
 - 5 b. High pressure sodium vapor fixtures will be cleaned and relamped every six
6 years.
- 7 2. Upon written request, the Company will supply to the Customer, the cleaning and
8 relamping schedules described below. Each schedule will be supplied at no charge
9 provided the Customer does not request a particular schedule more than once per
10 year.
 - 11 a. The Company will supply a schedule showing the locations where cleaning and
12 relamping has taken place during the previous 12 months. Such schedule shall
13 be supplied within 90 days of request.
 - 14 b. The Company will supply a schedule of fixtures to be cleaned and relamped
15 during each of the next two calendar years. Such schedule shall be supplied
16 within 90 days of request, however, the Company shall not be required to
17 supply such information prior to the first day of October.
- 18 F. Upon the Customer's written request, at no charge to the Customer, the Company will
19 provide to the Customer a map locating all street lights in the Customer's territory.
20 The Company may initiate a field survey to locate and identify all street lights billed to
21 the Customer. Upon written request of the Customer, but not more frequently than
22 once every three years, the Company shall perform such field survey at no charge to
23 the Customer. When the survey is conducted at the request of the Customer, the
24 Customer will provide a representative to accompany the Company surveyor. The
25 Customer will also be given the opportunity of having a representative present during
26 a Company initiated survey.
- 27 G. For any group of unmetered services, the Company may require, not more frequently
28 than once every three years, that the Customer provide a qualified representative to
29 accompany and assist the Company in conducting a field survey of all such unmetered
30 services provided to the Customer.
- 31 H. The Company shall maintain an Internet application for purposes of joint management
32 of streetlight outage reporting and repair tracking. The Internet application shall be
33 accessible to the Customer by a user identification and password, and the Customer
34 shall track streetlight outages using the Internet application. For those lights billed to
35 the Customer, the Internet application shall at a minimum show the date the outage
36
37
38
39
40
41
42
43

TERMS & CONDITIONS (Continued)

1 was reported, the work request number assigned by the Company, the location of the
2 light, the project status, the outage cause once known, the completion date once
3 known, and the total number of days out. For streetlights outages of sufficient
4 duration to require adjustment to streetlight billing, billing adjustment reports shall be
5 available to the Customer at intervals not exceeding approximately one month and
6 shall show the work location, the lumen size, the type of lamp (MV or HPS), the type
7 of fixture (Type 1 or Type 2), and the amount of the applicable bill adjustment. The
8 Company may at its discretion provide such billing adjustment reports either in printed
9 form or electronically.

- 10
11 I. Should the Customer desire the trimming of trees and brush to remove obstructions to
12 the distribution of light from the Company's luminaires, the Customer may employ
13 personnel to do such trimming around the Company's lighting facilities, provided
14 however, that adequate precautions must be taken against damaging the Company's
15 facilities. In addition, for lighting facilities that are fed by overhead wires or are within
16 ten feet of the Company's overhead wires, the tree trimming personnel must be
17 qualified to work in the proximity of the energized conductors and must follow all
18 applicable regulations and law.

19
20
21 **X. RIGHT OF ACCESS**

22
23 The Company shall have the right of access to the Customer's premises at all reasonable
24 times for the purpose of reading meters of the Company, removing its property and for
25 any other purpose related to the inspection, operation, maintenance, or improvement of
26 the Company's facilities.

27
28
29 **XI. EXCESS FACILITIES SERVICE**

30
31 Whenever the Customer requests the Company to supply electricity to a single premises as
32 described in Section XI.A. below in a manner which requires the Company to supply
33 equipment and facilities in excess of those which the Company would normally provide in
34 Section II. and III. and the Company finds it practicable, such excess equipment and
35 facilities shall be provided under the following conditions:

- 36
37 A. Electricity will be supplied through such excess equipment and facilities only to a
38 single premises consisting of contiguous property whose surface is not divided by any
39 dedicated public street, road, highway, alley or by property not owned or leased by the
40 Customer.
- 41
42 B. The facilities supplied shall be of a kind and type of transmission or distribution line or
43 substation equipment normally used by or acceptable to the Company and shall be

1 installed in a place and manner as mutually agreed upon. All equipment furnished and
2 installed by the Company shall be and remain the property of the Company. When
3 excess facilities are provided to supply electricity at more than one delivery point, the
4 Company supplied primary facilities interconnecting the delivery points shall be located
5 on the Customer's premises. The charge for such excess facilities shall be calculated as
6 specified in the Excess Facilities Service Rate schedule attached hereto.
7

- 8 C. Whenever a Customer requests the Company to furnish an alternate source of supply
9 that the Company would not normally furnish, the Facilities Charge for the alternate
10 supply facilities shall be calculated as specified in the Excess Facilities Service Rate
11 schedule attached. When the facilities used to provide alternate service to a Customer
12 are also used to serve other customers, the cost of such facilities shall be included in
13 the calculation of the Facilities Charge only in the proportion that the capacity
14 reserved for alternate service to the Customer bears to the operating capacity of such
15 facilities.
16

17 Except as may be mutually agreed, for alternate service arrangements existing prior to
18 July 1, 1997, where the alternate service delivery is made through a meter that is
19 independent of the regular service meter, in addition to the charges for excess facilities
20 the following provisions shall apply.
21

- 22 1. The Customer shall limit purchases through the alternate service meter to those
23 times when the Company's supply of electricity to the regular service meter is
24 interrupted, or for reasonable tests of the Customer's equipment, or for failure of
25 the Customer's equipment necessitating temporary use of the alternate source.
26
- 27 2. The amount billed for electricity at the regular service meter shall be the amount
28 determined by applying the appropriate rate schedule to the readings of the regular
29 service meter alone.
30
- 31 3. The total combined amount billed for electricity at the regular service meter and
32 the alternate service meter shall be determined by combining the readings of the
33 regular service and alternate service meters and applying such combined kWh and
34 demand to the rate schedule under which electricity is purchased at the regular
35 service meter, but not less than the regular service meter amount plus the Alternate
36 Service Meter Minimum Charge described in Schedule C — Municipal and County
37 Miscellaneous and Standby Charges.
38
- 39 4. The amount billed for electricity at the alternate service meter shall be the
40 combined amount less the regular service meter amount.
41
- 42 5. When the service arrangements at such locations are modified and where
43 practicable: (1) the service facilities will be arranged so that all electricity is

TERMS & CONDITIONS (Continued)

1 measured by one meter whether supplied from the regular service or the alternate
2 service; and (2) the charges for excess facilities shall be modified to reflect the
3 revised metering arrangement.
4

5 D. The Company shall not be required to make such installations of equipment and
6 facilities in addition to those normally provided until the parties have executed such
7 agreements and fulfilled such other conditions as may be appropriate for the
8 installation contemplated.
9

10 E. Upon initiating service under Section XI for the purpose of master metering multiple
11 delivery points for residential dwellings, the Customer shall not have the option of
12 converting (or reverting) to individual metering for a period of ten years following
13 initiation of the master metering, unless otherwise mutually agreed by the Company
14 and the Customer.
15

16 F. Nothing in this Section XI. shall be construed to prohibit the Customer from serving
17 any Customer load on any contiguous property whether or not divided by a public
18 street, road, highway, alley or property not owned by the Customer through Customer
19 owned, maintained and operated equipment so long as the other provisions of these
20 Terms and Conditions are not violated.
21

22 G. Interval data metering, data pulses and, where available, time and data pulses, shall be
23 supplied in accordance with the following:
24

25 1. Subject to the availability and other provisions as described herein, the Company
26 shall supply data pulses or data and time pulses upon the Customer's request at the
27 point of the Company's metering using Company-owned contact closures. Data
28 pulses are available only where the Company has, for its own purposes or pursuant
29 to Paragraph G.2., below, installed suitable instrument transformer metering
30 equipment or suitable interval data recording metering equipment. The supply of
31 time pulses in conjunction with data pulses is available only where the Company
32 has, for its own purposes or pursuant to Paragraph G.2., below, installed suitable
33 interval data recording metering equipment. If the Company changes the type of
34 metering equipment serving the Customer, the Company shall have the right to
35 change the nature of the data pulses provided or discontinue providing pulses
36 altogether, however, any charges to the Customer related to the provision of
37 pulses shall be adjusted accordingly. A facilities charge shall be imposed in
38 accordance with this Section XI covering the full cost of the contact closures and
39 related excess facilities except as specifically exempted under this Paragraph G.
40

41 2. The Company shall provide interval data recorder metering on delivery points at
42 no charge where the Customer's demand has reached or exceeded 500 kW during
43 any three of the preceding 12 billing months or where the Company in its sole

TERMS & CONDITIONS (Continued)

1 judgement determines the anticipated demand will reach or exceed 500 kW three
2 or more times in the immediately prospective 12-month period. The Company
3 shall not be required to retrofit or replace the metering of any delivery point
4 existing at the time of the Customer's signature of this agreement until one year
5 following the date of such signature. Any modems or other additional equipment
6 will be provided in accordance with the Company's specifications and upon
7 payment of additional charges as determined by the Company. Should the
8 Customer elect to purchase metering services from a competitive supplier upon the
9 availability of such service by mutual agreement between the Customer and the
10 Company, the Customer shall pay the Company for its incremental labor and
11 equipment costs associated with all metering equipment installed under this
12 provision.

- 13
- 14 3. The Company shall have access to any metering equipment installed pursuant to
15 this Paragraph G., at no charge to the Company, via any telephone lines which the
16 Customer may cause to be connected to such metering equipment.
- 17
- 18 4. The nature of time and data pulses vary according to the specific equipment
19 involved and, accordingly, the Customer shall exercise due diligence in determining
20 the nature of the pulses supplied. Upon (a) installation of the facilities used by the
21 Company to supply pulses and (b) any subsequent changes in the nature of the
22 pulses supplied, the Company will provide the Customer written notification of the
23 number of circuits, whether the pulses are totalized or non-totalized, and whether
24 the pulses include or exclude time pulses.
- 25
- 26 5. The Company shall not be responsible for any of the following:
27 a. any and all communications and control equipment between the Customer's
28 equipment and the Company's metering points,
29 b. the precise synchronization of the Company's meter clock time with the clock
30 time used by the Customer,
31 c. the accuracy or malfunction of the Customer's related equipment, or
32 d. the Customer's use, misuse or misapplication of the pulse data or interval data.
- 33
- 34 6. The Company may make reasonable and necessary changes to the Company's
35 facilities involved in the supply of interval data, or time or data pulses, including,
36 but not limited to, changes in the current transformer ratios, changes in the
37 potential transformer ratios, changes in the pulse initiating equipment, and changes
38 in the interval data capturing or recording equipment. The Customer shall be
39 responsible for making any changes to the Customer's equipment necessitated by
40 changes in the Company's equipment.
- 41
- 42 7. The following provisions apply to the locations where the Company provided time
43 or data pulses prior to July 1, 2001.

TERMS & CONDITIONS (Continued)

- 1 a. If, at the service location, the Customer has installed and has in normal daily
2 operation, an automated energy management system which meets the
3 Company's specifications, a facilities charge shall be made for the additional
4 facilities required to supply pulses only to the extent the cost of the additional
5 facilities exceeds the cost of a standard contact closure installation. The
6 standard installation shall be for electricity delivered at 480 Volts or less; shall
7 be based on supplying pulses for the actual number of Company-supplied
8 delivery points not to exceed four Company-supplied delivery points; and shall
9 include data transmission wiring between the actual number of Company-
10 supplied delivery points, not to exceed four Company-supplied delivery points,
11 with such wiring utilizing Customer installed, owned, and maintained conduit.
- 12 b. When pulses are supplied in accordance with this Paragraph XI.G.7., the
13 Customer's energy management equipment and any records relating directly to
14 (1) the maintenance of such energy management equipment and (2) the use of
15 the pulses for load control purposes, shall be subject at all reasonable times to
16 inspection by the Company. The Customer shall maintain such records which
17 cover the most recent six months of the equipment's operation.
- 18
- 19 8. For services provided by the Company pursuant to Paragraph XI.G., the Company
20 shall not be liable for any losses or damages whether based on contract, strict
21 liability, or warranty (whether expressed or implied), arising from, caused by, or
22 resulting from the use or misuse of such services by the Customer or the supply of
23 such services by the Company.
- 24

25

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

28

29 A Customer operating an electric power plant in parallel with the Company's facilities and
30 requiring standby, maintenance or parallel operation service may elect service under this
31 Agreement provided the Customer contracts for the maximum kW which the Company is
32 to supply at a delivery point. Standby, maintenance or parallel operation service is subject
33 to the following provisions:

34

- 35 A. Suitable relays, metering equipment and protective apparatus shall be furnished,
36 installed, and maintained at the Customer's expense in accordance with specifications
37 furnished by the Company. The relays and protective equipment shall be subject, at all
38 reasonable times, to inspection by the Company's authorized representative.
- 39
- 40 B. In case the highest average demand measured during any 30-minute interval
41 (Maximum Measured Demand) exceeds the contract demand, the contract demand
42 shall be increased by such excess demand. The contract demand may be changed by
43 mutual agreement as to the amount of change and term of agreement; however, in no

1 case shall the contract demand be reduced below the Maximum Measured Demand of
2 the preceding eleven billing months.

- 3
4 C. The monthly charge for electricity under this section shall be as shown in Schedule C -
5 Municipal and County Miscellaneous and Standby Charges or, if applicable, as
6 specified in Schedule 130 - Municipal and County Large Miscellaneous Light and
7 Power Service or Schedule 131 - Municipal and County Thermal Storage.

8
9 **XIII. INTERRUPTIONS TO THE SUPPLY OF ELECTRICITY**

- 10
11 A. The Company will use reasonable efforts to furnish an uninterrupted supply of
12 electricity, but it does not undertake to guarantee such an uninterrupted supply.
13 Therefore, should the supply of electricity fail or be interrupted or become defective
14 through an act of God, or the public enemy, or Federal, State, Municipal, County or
15 other public authority, or because of accident, strikes or labor troubles, or any other
16 cause beyond the reasonable control of the Company, the Company shall not be liable
17 for such failure, interruption or defect.
18
- 19 B. In the event of a power shortage or an adverse condition or disturbance on the system
20 of the Company or on any other directly or indirectly interconnected system, the
21 Company may, without notice and without incurring liability, take such emergency
22 action as, in the judgment of the Company, may be necessary. Such emergency action
23 may include, but not be limited to, reduction or interruption of the supply of electricity
24 to some customers or areas in order to compensate for a power shortage on the
25 Company system or to limit the extent or duration of the adverse condition of
26 disturbance on the Company's system or to prevent damage to the Customer's
27 equipment or the Company's generation or transmission facilities, or to expedite the
28 restoration of service. The Company may also reduce the supply of electricity to
29 compensate for an emergency condition on an interconnected system.
30
- 31 C. In the event the Company cannot supply all of its customers their usual requirements
32 by reason of strikes, accidents, want of fuel, or for any other reason, the Company
33 may, without notice and without incurring liability, implement a distribution circuit
34 disconnection procedure on a rotating basis to the extent necessary to prevent an
35 uncontrolled power interruption or to conserve fuel, to the extent required under the
36 circumstances, in which event the amount of load curtailed, the length of each circuit's
37 outage, and the duration of the program will be determined on the basis of what is, in
38 the Company's opinion, reasonably necessary to minimize adverse impact on the public
39 health and safety and facilitate restoration of normal service to all customers at the
40 earliest time practicable.
41
- 42 D. If the Company in good faith believes that, because of civil disorder, riot, insurrection,
43 war, fire, or other conditions beyond the reasonable control of the Company in the
44 vicinity of its energized facilities, it is necessary to de-energize a portion of its facilities

TERMS & CONDITIONS (Continued)

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for the protection of the public, or if ordered by duly constituted public authority to do so, the Company may, without incurring liability, de-energize its facilities in such vicinity or in such related area as may be practically required, and the Company shall not be obligated to furnish electric service through such facilities, but the Company shall be prompt and diligent in re-energizing its facilities and restoring its service as soon as it believes in the exercise of reasonable care for the protection of the public and the employees of the Company that such action can be taken with reasonable safety.

ATTACHMENT D

RETAIL ACCESS PILOT PROGRAM

RATE SCHEDULES

AND

GENERAL RULES AND REGULATIONS

SCHEDULE 100P

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES MISCELLANEOUS LIGHT AND POWER SERVICE RETAIL ACCESS PILOT

I. APPLICABILITY

This schedule is applicable to any municipality or county, or board, agency or authority thereof, participating in the pilot for certain local government customers whose previous service was under Schedule 100 during the twelfth month preceding the month the account participates in the retail access pilot. For accounts with less than 12 months of billing history this schedule is available if the account was initially served under Schedule 100 .

II. MONTHLY RATE

A. Charge per kWh:

Non-Demand Billing

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

	<u>Distribution</u>	<u>Base Wires</u>
All kWh	0.967¢	0.307¢

Demand Billing

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

	<u>Distribution</u>	<u>Base Wires</u>
First 150 kWh per kW	0.967¢	0.307¢
Next 150 kWh per kW	0.967¢	0.255¢
Next 150 kWh per kW	0.967¢	0.225¢
Additional kWh	0.967¢	0.194¢

(Continued)

SCHEDULE 100P

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

MISCELLANEOUS LIGHT AND POWER SERVICE

RETAIL ACCESS PILOT

(Continued)

II. MONTHLY RATE (Continued)

- B. A monthly wires charge will be added to the base wires charges in II.A. above. The monthly wires charge shall be equal to the monthly fuel factor as determined in Rider A.
- C. For purposes of billing for unmetered service, kilowatt-hours shall be estimated based upon connected load multiplied by hours usage.
- D. The minimum charge for Miscellaneous Light and Power Service shall be such as may be contracted for pursuant to Section VII.G. of the Terms and Conditions of the Agreement of which this schedule is a part, or in the absence of a contracted amount the minimum charge shall be \$5.50 per billing month per meter or in the absence of a meter, per connection.

III. NON-DEMAND BILLING VS. DEMAND BILLING

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

IV. DETERMINATION OF DEMAND

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

V. PAYMENTS

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

SCHEDULE 110P

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES MISCELLANEOUS LIGHT AND POWER SERVICE RETAIL ACCESS PILOT

I. APPLICABILITY

This schedule is available to those accounts participating in the pilot for certain local government customers whose previous service was under Schedule 110 during the twelfth month preceding the month the account participates in the retail access pilot. For accounts with less than 12 months of billing history, this schedule is available if the account was initially served under Schedule 110.

This schedule is applicable for all electric building service for any municipality or county, or board, agency or authority thereof which owns or leases a building for public purposes in which electric heating equipment has been permanently installed and in which electricity is used for all purposes including space heating, water heating and/or cooking. The space heating system may be either a total electric system or a qualifying dual fuel electric heat pump system with automatic changeover to fossil fuel in lieu of electric resistance heat when the outside temperature drops below the balance point of the electric heat pump unit (customarily 32 F - 35 F).

II. MONTHLY RATE

A. Charge per kWh:

Non-Demand Billing

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

	<u>Distribution</u>	<u>Base</u> <u>Wires</u>
For the billing months of June through September:		
All kWh	0.967¢	0.056¢
For the billing months of October through May:		
All kWh	0.967¢	0.052¢

(Continued)

SCHEDULE 110P

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

MISCELLANEOUS LIGHT AND POWER SERVICE

RETAIL ACCESS PILOT

(Continued)

II. MONTHLY RATE (Continued)

Demand Billing

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

	<u>Distribution</u>	<u>Base Wires</u>
for the billing months of June through September:		
First 150 kWh per kW	0.967¢	0.056¢
Next 150 kWh per kW	0.967¢	0.047¢
Next 150 kWh per kW	0.967¢	0.041¢
Additional kWh	0.967¢	0.036¢
for the billing months of October through May:		
First 150 kWh per kW	0.967¢	0.052¢
Next 150 kWh per kW	0.967¢	0.042¢
Next 150 kWh per kW	0.967¢	0.037¢
Additional kWh	0.967¢	0.031¢

- B. A monthly wires charge will be added to the base wires charges in II. A. above. The monthly wires charge shall be equal to the monthly fuel factor as determined in Rider A.
- C. The minimum charge shall be such as may be contracted for pursuant to Section VII.G. of the Terms and Conditions of the Agreement of which this schedule is a part, or in the absence of a contracted amount the minimum charge shall be \$5.50 per billing month per meter.

III. NON-DEMAND BILLING VS. DEMAND BILLING

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

(Continued)

SCHEDULE 110P
MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES
MISCELLANEOUS LIGHT AND POWER SERVICE
RETAIL ACCESS PILOT
(Continued)

IV. DETERMINATION OF DEMAND

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

V. PAYMENTS

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

SCHEDULE 130P
MUNICIPAL AND COUNTY
LARGE MISCELLANEOUS LIGHT AND POWER SERVICE
RETAIL ACCESS PILOT

I. APPLICABILITY

This schedule is applicable for the delivery of 50 kW or more for any municipality or county or any board, agency or authority thereof, for miscellaneous light and power service, participating in the pilot for certain local government customers whose previous service was under Schedule 130 during the twelfth month preceding the month the account participates in the retail access pilot. For accounts with less than 12 months of billing history, this schedule is available if the account was initially served under Schedule 130.

II. 30-DAY RATE

A. Service Charges

1.	Basic Customer Charge per billing month	\$72.58
2.	Plus Distribution Demand Charge	
	First 700 kW of billing demand per kW	\$1.309
	Next 4,300 kW of billing demand per kW	\$1.047
	Additional kW of billing demand per kW	\$0.901
3.	Plus RKVA Demand Charge	
	All rkVA of Demand per kW	\$0.15

B. Base Wires Charges

1.	Plus Base Wires Demand Charge	
	All kW of Wires Demand per KwkW	\$0.000
2.	Plus kWh Base Wires Charge	
	First 24,000 kWh per kWh	(0.248¢)
	Next 186,000*per kWh	(0.212¢)
	Additional kWh per kWh	(0.196¢)

* If Wires Demand is 1,000 kW or more, add 210 kWh for each kW of demand over 1,000 kW.

() – Denotes Negative

(Continued)

SCHEDULE 130P
MUNICIPAL AND COUNTY
LARGE MISCELLANEOUS LIGHT AND POWER SERVICE
RETAIL ACCESS PILOT
(Continued)

II. 30-DAY RATE (Continued)

- C. A monthly wires charge will be added to the base wires charge in II.B.2. above. The monthly wires charge shall be equal to the monthly fuel factor as determined in Rider A. In no case shall the sum of the charges in II.B.2. and the monthly wires charge be less than zero.
- D. The minimum charge shall be such as may be contracted for pursuant to Section VII.G. of the Terms and Conditions of the Agreement of which this schedule is a part, or in the absence of a contracted amount the minimum charge shall be the sum of the charges in A. B., and C.. above.

III. DETERMINATION OF WIRES DEMAND

- A. Except as provided under III. B., the kW of wires demand used in the calculation of II.B.2. shall be the highest of:
 - 1. The highest average kW measured in any 30-minute interval during the current billing month, or
 - 2. 90% of the highest average kW of demand measured at this location in any 30-minute interval during the billing months of June through September of the preceding eleven billing months, or
 - 3. 50 kW.
- B. Where the kW of wires demand determined under III.A. is 1,000 kW or more, the kW of demand used in the calculation of II.B.2. shall be the highest of:
 - 1. The highest average kW measured in any 30-minute interval of the current billing month during the on-peak hours of:
 - a. 10 a.m. to 10 p.m., Mondays through Fridays for the period of June 1 through September 30.
 - b. 7 a.m. to 10 p.m., Mondays through Fridays, for the period of October 1 through May 31.

(Continued)

SCHEDULE 130P
MUNICIPAL AND COUNTY
LARGE MISCELLANEOUS LIGHT AND POWER SERVICE
RETAIL ACCESS PILOT
(Continued)

III. DETERMINATION OF WIRES DEMAND (Continued)

2. 90% of the highest kW of demand at this location as determined under III.B.1., above during the billing months of June through September of the preceding eleven billing months, or
3. 1,000 kW.

IV. DETERMINATION OF DISTRIBUTION DEMAND

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

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

V. DETERMINATION OF RKVA DEMAND

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

VI. METER READING AND BILLING

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

VII. PAYMENTS

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

(Continued)

SCHEDULE 130P
MUNICIPAL AND COUNTY
LARGE MISCELLANEOUS LIGHT AND POWER SERVICE
RETAIL ACCESS PILOT
(Continued)

VIII. SERVICE AVAILABLE

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

IX. STANDBY, MAINTENANCE OR PARALLEL OPERATION SERVICE

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

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

X. TERM OF CONTRACT

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

RETAIL ACCESS PILOT PROGRAM GENERAL RULES AND REGULATIONS

A. PURPOSE

The Company's Retail Access Pilot Program (Pilot) provides some of its local government retail customers with the opportunity to choose a competitive service provider. The Pilot is designed to stimulate retail access, customer choice and competition and to be part of the transition to full customer choice and competition. The Pilot should help identify actual and potential operating problems between and among the Company and other market participants as well as possible solutions. The Pilot will help identify areas and operations that may limit or inhibit the development of competition and possible solutions and ways to enhance competition.

B. APPLICABILITY

1. If a provision of Sections I through XIII of the Company's Terms and Conditions For The Provision of Electric Service to Municipalities and Counties – Virginia (Terms and Conditions) conflicts with a provision in these Retail Access Pilot Program General Rules and Regulations, the provision in these rules shall control during the Pilot whenever the conflict concerns the relationship between a competitive service provider and the Company. If a provision in these rules conflicts with a provision in any of the Pilot Schedules, the provision in the Pilot Schedules will apply. This section has no applicability to rate schedules other than 100P, 110P and 130P (Pilot Schedules).
2. This section and the Pilot Schedules supplement the Company's Terms and Conditions. The provisions of such Terms and Conditions also apply to service to the Customer under the Pilot, except with regard to conflicting language which shall be resolved according to Item 1., above.
3. This section incorporates Section XIII - Interruptions to Supply of Electricity of the Terms and Conditions, in its entirety. In addition, the Company is not liable to any competitive service provider for lost revenues and/or added expenses resulting from an outage.
4. Transmission service will be in accordance with the Retail Access Addendum (Attachment L) to the Company's Open Access Transmission Tariff as approved by the Federal Energy Regulatory Commission.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

5. Where there is a pre-existing agreement between a customer and the Company regarding the provision of electric service, the Company may require the customer to execute a new agreement containing the same or substantially similar provisions, to the extent such provisions do not conflict with this section.

C. DEFINITIONS

Certain words and phrases as used in these rules shall be understood to have the following meanings. For purposes of this section, if a definition in this section conflicts with a definition in the Terms and Conditions, the definition in this section will apply.

1. **Affiliate Competitive Service Provider (ACSP):**
Any competitive service provider that is a separate legal entity that controls, is controlled by, or is under common control of, the Company or its parent. For the purpose of the Pilot, any unit or division created by the Company for the purpose of acting as a Competitive Service Provider shall be treated as an ACSP and shall be subject to the same rules and regulations as any other Competitive Service Provider.
2. **Aggregator:**
An agent or intermediary, that (i) purchases or offers to purchase, electric energy or (ii) arranges or offers to arrange for, the purchase of electric energy for sale to, or on behalf of, two or more Customers not controlled by or under common control of such agent or intermediary. The following activities shall not, in and of themselves, make an agent or intermediary an Aggregator under this chapter: (i) furnishing legal services to two or more Customers, Competitive Service Providers, or Aggregators; (ii) furnishing educational, informational, or analytical services to two or more Customers, unless direct or indirect compensation for such services is paid by an Aggregator or Competitive Service Provider of electric energy; (iii) furnishing educational, informational, or analytical services to two or more Competitive Service Providers or Aggregators; (iv) providing default service under § 56-585 of the Code of Virginia; (v) conducting business as a Competitive Service Provider licensed under 20 VAC 5-311-50 (Virginia Administrative Code); and (vi) engaging in actions as a Customer, acting in common with one or more other such Customers, to issue a request for proposal or to negotiate a purchase of electric energy for consumption by such Customers. Two or more municipalities or other political subdivisions of the Commonwealth may aggregate the electric energy load of their governmental buildings, facilities and any other governmental operations requiring the consumption of electric energy and shall not be subject to licensure pursuant to § 56-588 of the Code of Virginia.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

3. **Bundled Rates:**
Electric service provided by the Company under any applicable rate schedule that is not part of the Company's Pilot.
4. **Business Day:**
Any calendar day or computer processing day in the Eastern U.S. time zone, in which the general office of the Company is open for business with the public.
5. **Commission:** The State Corporation Commission of Virginia.
6. **Competitive Energy Service:**
The retail sale of electricity, or any other competitive service approved by the Commission as part of the Pilot, by an entity other than the Company as a regulated utility.
7. **Competitive Energy Service Charges:**
Any charge for services defined in these rules and the Pilot Schedules provided by the Company according to the Competitive Service Provider Agreement and the Open Access Transmission Tariff.
8. **Competitive Service Provider Agreement:**
A contract that defines the relationship and respective roles of the Company and a Competitive Service Provider under the Pilot.
9. **Competitive Service Provider (CSP):**
A person that sells or offers to sell a Competitive Energy Service within the Commonwealth. This term includes an ACSP, as defined in this Paragraph, but does not include a person that supplies electricity exclusively for its own consumption or the consumption of one or more of its affiliates.
10. **Control Area:**
An electric system or systems bounded by interconnection and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection.
11. **Customer:**
A county or municipal entity that purchases a Competitive Energy Service for consumption or use at one or more metering points of delivery.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

12. Enrollment Request :
Electronic notification sent to the Company from a CSP that a Customer has selected that CSP for purposes of participating in the Pilot.
13. Electronic Data Interchange (EDI):
Computer to computer exchange of business information using common standards for high volume electronic transactions.
14. FERC: Federal Energy Regulatory Commission
15. Open Access Transmission Tariff (OATT):
The Company's open access transmission tariff as filed with the FERC under FERC Order 888.
16. Pilot Schedules:
Schedules 100P, 110P and 130P
17. Retail Access Addendum (Attachment L):
An addendum to the Company's OATT filed with FERC that facilitates retail transmission access for purposes of the Pilot.
18. Retail Access Pilot Program:
The Company's Retail Access Pilot Program to provide some of its retail customers with the opportunity to choose a competitive service provider.
19. Settlement:
The process by which a Transmission Customer's load for a given period of time is reconciled to its scheduled deliveries as confirmed by Control Area operators to the Company's system. It also includes finalizing the financial transactions associated with the load and delivery reconciliation.
20. Trading Partner:
The sending and/or receiving party involved in the exchange of EDI transactions.
21. Trading Partner Agreement:
An agreement between the sending and receiving parties involved in the exchange of EDI transactions.
22. Transmission Customer:
Any CSP or Customer that executes a Transmission Service Agreement to gain access to the Company's transmission system for the Pilot.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

23. Transmission Provider:

The entity that is regulated by the FERC and that owns and/or operates the transmission facilities required for the delivery of electricity to the Company or the Customer. For the purpose of the Pilot and until a Regional Transmission Entity (RTE) is established for the Commonwealth, the Company shall be the Transmission Provider.

24. Transmission Service Agreement:

The agreement that the Transmission Customer executes with the Transmission Provider in order to gain access to the transmission system for the Pilot.

25. Virginia Electronic Data Transfer Working Group (VAEDT) :

The group of representatives from investor-owned electric utilities, electric cooperatives, the Staff of the Commission, the Office of Attorney General, and natural gas utilities and suppliers, whose objective is to formulate guidelines and practices for the exchange of information during retail access pilot programs.

D. COMPETITIVE SERVICE PROVIDER REGISTRATION

1. Each person seeking to conduct business as a CSP shall obtain a license from the Commission pursuant to 20 VAC 5-311-50 prior to commencing such business. A CSP shall comply with all initial and continuing requirements of the Commission's licensure process and the registration requirements of the Company and the Transmission Provider.
2. Each CSP shall comply with the following rules with respect to its relationship with the Company:
 - a. Each CSP shall submit to the Company the full name of the CSP, the type of entity (e.g., partnership or corporation), street and mailing addresses, and the names, telephone numbers, and e-mail addresses of appropriate contact persons, including a 24-hour emergency telephone number, and the name, title, and address of any registered agent in Virginia for service of process.
 - b. Each CSP shall furnish the Company proof of licensure by the Commission to provide Competitive Energy Services in the Commonwealth.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

- c. Each CSP shall adhere to the Company's and the Transmission Provider's terms and conditions of service under the Pilot Schedules and tariffs, approved by the Commission or the FERC.
 - d. Each CSP selling electricity at retail shall procure sufficient electric generation and transmission service to serve the requirements of its firm Customers, including adequate generation reserves in accordance with 20 VAC 5-311-50.A.16.d.
 - e. Each CSP shall abide by any applicable regulation or procedure of any person charged with ensuring the reliability of the electric system, including the Commission, the Southeastern Electric Reliability Council, the North American Electric Reliability Council, or the FERC.
 - f. Each CSP shall comply with any obligations that the Commission may impose to ensure access to sufficient availability of capacity. A CSP shall comply with generally accepted technical protocols applicable to particular Competitive Energy Services.
3. In the event of a failure to fulfill the obligations set forth in this Paragraph, the CSP shall be responsible for any applicable penalties as authorized or required by the regulator with jurisdiction over the matter.
 4. Each CSP shall execute and deliver a Competitive Service Provider Agreement in the form of Appendix A hereto, Trading Partner Agreement in the form of Appendix B hereto, Transmission Service Agreement, and, if applicable, Network Integration Operating Agreement agreeing to the terms and conditions of the Company's Pilot (including these rules), associated rate schedules, and any subsequent revisions.
 5. Each CSP shall pay a one-time registration charge of \$50.00 prior to receiving services from the Company under these terms and conditions. Re-registration will not be required for the duration of the Pilot.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

6. Credit Requirement

- a. Each CSP must satisfy and maintain at least one of the following criteria:
 - i) The CSP shall provide the Company with an acceptable form of security pursuant to 20 VAC-5-311-30.A.12. The security may be in the form of an irrevocable standby letter of credit from an acceptable financial institution, a guaranty from a corporate affiliate or other third party that meets the creditworthiness standards set forth in Item 6.a.ii, or a prepayment arrangement.
 - ii) The CSP must provide two years audited financial statements, interim statements and references, as requested, that demonstrate adequate liquidity, financial strength and management experience to justify the amount of credit extended. The Company will apply standard credit criteria to determine creditworthiness.
- b. If the CSP is a Transmission Customer, creditworthiness will be determined pursuant to the OATT.
- c. The Company will make credit decisions promptly after receiving all required credit and financial information from the CSP. Requests for increased credit limits must be supported by the CSP's credit rating.
- d. The CSP may be subject to de-registration if it fails to maintain the credit standards set forth above. Failure to maintain the standards include, but is not limited to, a lapse in security provisions or a materially adverse change in the CSP's business condition.

7. Updates to Registration

The Company may periodically review a CSP's registration status. Where it is determined by the Company that a CSP's registration status, including creditworthiness, is not adequate for its current service level or that the CSP is not in compliance with the applicable terms and conditions or rate schedules, the Company may require the CSP to submit updated information relative to its status. The Company may also require a CSP, requesting to materially expand service (e.g., due to significant Customer and/or load additions), to update its registration status with the Company.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

E. TRANSMISSION ACCESS

The Transmission Provider will provide transmission service pursuant to the rates, terms and conditions of the OATT as amended to include Attachment L.

1. General

Customers and CSPs eligible to be Transmission Customers shall enter into a Transmission Service Agreement, as required by the OATT and Attachment L, with the Transmission Provider.

2. Responsibilities of a Transmission Customer

- a. *Application.* Each Transmission Customer shall apply for transmission service as required by the OATT and enter into a Transmission Service Agreement and, if applicable, a Network Integration Operating Agreement with the Company.
- b. *Obligation to Pay.* Each Transmission Customer shall pay the Transmission Provider's charges in accordance with the Transmission Provider's applicable tariffs, its OATT and Attachment L. The Transmission Customer shall be billed for transmission service and applicable ancillary services purchased from the Transmission Provider. If a provision of the OATT conflicts with a provision of Attachment L, Attachment L shall apply.
- c. *Submitting Day-Ahead Schedules.* Each Transmission Customer shall submit to the Transmission Provider schedules of hourly energy for the following day pursuant to the OATT and Attachment L. The schedules submitted must be designated as for the Pilot. The Transmission Customer may use the load forecast provided by the Company as described below to submit the schedule or independently develop a schedule.
- d. *Reconciliation.* The Transmission Provider shall reconcile for each Transmission Customer the quantity of energy scheduled each hour, as confirmed by the Control Area operator, with the Transmission Customer's actual load for that hour as determined by the Transmission Provider. During the Pilot, there will be no charge for this reconciliation service.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

- e. *Customer Identification.* Each Transmission Customer shall identify each Customer, which it is authorized to represent as a Transmission Customer, and shall confirm that the applicable requirements of this Paragraph are met in the transmission of information to the Company.

3. Reconciliation and Settlement

Reconciliation of energy delivery, as scheduled by the Transmission Customer, versus actual load for a customer of a Transmission Customer will take place as follows:

- a. Settlement of energy differences will be on an hour-by-hour basis for the period undergoing settlement.
- b. The Company will perform the settlement.
- c. Load profiles as described below in Paragraph F - Load Profiling, will be used to determine the load served by each Transmission Customer.
- d. There will be a preliminary settlement each month. Final settlement will take place within 30 days of all actual information becoming available. Examples of the actual data used:
 - i) The Company's system load data.
 - ii) Meter data for each Customer.
 - iii) Load profiles for the settlement period as generated for Customers served under Pilot Schedules 100P, 110P and 130P who do not have interval data metering for billing purposes. Load profiles for Customers who have interval data metering for billing purposes will be based on their actual interval data.
 - iv) Actual weather data.
 - v) Energy schedules of Transmission Customers, as confirmed by Control Area operators.
 - vi) Appropriate hour-by-hour energy prices for the settlement period for use in the settlement process.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

- e. Allowances will be made for transmission and distribution losses. The Company will provide composite transmission and distribution loss factors.
- f. The load profiles for each Customer of a Transmission Customer will be consolidated to determine the total delivery of energy to the loads served of the Transmission Customer for the settlement period.
- g. Energy imbalances between the Transmission Customer's energy schedule, as confirmed by the operators of Control Areas, and the total delivery of energy to the loads served of the Transmission Customers will be settled pursuant to the OATT and Attachment L.

F. LOAD PROFILING

1. General

Load profiles are the electricity usage patterns of Customers. Historical load research data shall be used to develop load profiles which shall be used in the forecast process to assist Transmission Customers in scheduling and in the settlement process to reconcile energy scheduled and delivered by Transmission Customers with the energy consumed by their customers.

2. Customer Usage Information

- a. The Company shall develop average load profile information for Customers served under Pilot Schedules 100P, 110P, and 130P who do not have interval data metering for billing purposes. These profiles shall be based upon load research data and shall be posted at the Company's Internet web site for informational purposes only.
- b. The Company shall post the historical usage information for Customers who have interval data metering for billing purposes on the Company's Internet web site if the Customer has given affirmative authorization. Such information concerning such Customers' usage will be made available only to the Customer if the Customer does not affirmatively authorize disclosure.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

3. Load Forecasting

- a. Load profiles will be used to develop aggregated forecasted loads for each Transmission Customer.
- b. Load profiles will be adjusted for the weather.
- c. Load profiles will include loss data.
 - i) There will be no charge for the load forecast services described in this Paragraph during the Pilot.
 - ii) Load forecasting services beyond those described in this Paragraph will be subject to the technical support and assistance charge described in Paragraph P – Technical Support and Assistance.

4. Energy Imbalance Settlement

The Company will determine the energy imbalance settlement for the settlement period. The following information will be used in the calculation of energy imbalance:

- a. Actual meter readings and interval data collected by the Company.
- b. Average rate class load profiles as assigned by the Company will:
 - i) Be scaled with actual weather.
 - ii) Be scaled with Customer usage factors.
 - iii) Include loss factors.
- c. Hourly loads for accounts with interval data meters required by the Company for billing will be based on interval data.
- d. The hourly loads of Customers who opted to install advanced metering pursuant to Paragraph J – Metering and Metering Services will be based on their actual interval data. These profiles will be adjusted to account for losses.
- e. The Company will aggregate hourly loads by Transmission Customers.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

- f. Aggregated hourly loads will be compared to Transmission Customers' actual energy schedules for determination of the energy imbalance for each hour of the settlement period.
- g. Energy imbalance will be settled pursuant to the OATT and Attachment L

G. CUSTOMER INFORMATION PROVIDED BY THE COMPANY

1. The Company will provide licensed and registered CSPs access via a secured web site to the following lists developed in accordance with VAEDT guidelines:
 - a. Participants List – a list of Customers participating in the Pilot that includes the Customer's name, address, Company account number, and other Customer information as set forth in the VAEDT standards. Where available, cumulative annual historical usage will be included if its release has been affirmatively authorized by the Customer. For purposes of this list, a participating Customer is defined as
 - i) any Customer who has been selected to participate in the Pilot and who would qualify to be served under Pilot Schedules 100P, 110P, or 130P.
 - b. Synchronization List – a list of Customers, for each CSP, that reflects the current status of each Customer with that CSP.
2. Participating Customers, as defined in these rules, shall be provided historical Customer usage information. Where available, 12 months of historical usage will be provided.
3. Upon electronic request, the Company will electronically provide 12 months of historical usage information, if available, to CSPs only if that Customer has affirmatively authorized its disclosure or if, for a particular customer, that Customer is enrolled with the CSP. The electronic formats established by the VAEDT will be used.
4. Information provided pursuant to this Paragraph shall be treated in accordance with 20 VAC 5-311-20 A 10.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

H. CUSTOMER ENROLLMENT BY THE CSP

1. When soliciting and enrolling Customers in the Pilot, the CSP shall comply with 20 VAC 5-311-20 of the Virginia Administrative Code, including the following provisions:
 - a. The Enrollment Request must be electronically transmitted using the approved standards and format as established by the VAEDT.
 - b. The Company will accept the first Enrollment Request by a CSP received in any enrollment period.
 - c. Only one Enrollment Request will be accepted for any Customer during any enrollment period.
 - d. If Enrollment Requests are received by the Company at least fifteen (15) calendar days prior to the Customer's next scheduled meter reading date, the CSP's service start date for the Customer will be scheduled for that date. Otherwise, the scheduled service start date will be the following month's meter reading date.
 - e. Each CSP shall cease service to a Customer effective only with the scheduled meter reading dates as described in item d, of this Paragraph. A CSP may request a special off-cycle meter reading, instead of waiting for the regular meter reading in order to terminate a Customer. The effective date will then be the actual date of the requested reading. Charges for this service are described in Paragraph J – Metering and Metering Services.
2. During the enrollment process, the Company shall comply with 20 VAC-5-311-30.

I. SPECIAL CONDITIONS RELATING TO PILOT

1. Return to Bundled Rates
 - a. Subject to the terms and conditions of these rules, the Company will not restrict a Customer's return to Bundled Rates during the course of the Pilot.
 - b. A Customer who desires to withdraw from the Pilot must notify the Company, and will not be permitted to return to the Pilot.
 - c. Customers that discontinue electric service under the Pilot Schedules may return to the Bundled Rate from which they came.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

2. CSP Service to Single Points of Delivery

A Customer with a single account who elects to participate in the Pilot is limited to purchasing a Competitive Energy Service from one CSP in any billing period.

3. Multiple Points of Delivery

Customers with more than one account with the Company may be served by more than one CSP. However, service to each account is limited to a single CSP. If a Customer has one meter but multiple points of delivery behind the meter such that these multiple points of delivery are not metered and billed individually for purposes of distribution and transmission charges, additional charges for facilities in excess of normal may apply in accordance with Section XI. Excess Facilities Service of the Terms and Conditions.

J. METERING AND METER SERVICES

1. General

The Company will retain responsibility for all metering services in accordance with its existing terms and conditions.

At the election of a Customer, the Company shall provide advanced metering services. To provide any or all available advanced metering services, it may be necessary for the Company to install a more sophisticated or advanced meter than is currently being used. The Company shall impose fees for the installation and removal of meters in addition to a monthly charge according with the following schedule:

The following are the up-front installation charges:

- \$53.66 - Single-phase service up to 200 amps
- \$148.83 - Single-phase service using 400 amps (K4) recorder under glass
- \$148.83 - Three-phase service

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

The following are the monthly Advanced Metering Cost Recovery Charges:

- \$2.95 - 200 Amp Recorder Under Glass, 1 phase, 240 volt, class 200
- \$8.25 – 400 Amp (K4) Recorder Under Glass, 1 phase, 240 volt, class 400
- \$0.90 – 200 Amp Recorder Under Glass, 3 phase, 120 volt, 4 wire, class 200
- \$0.81 – 3 phase, 120 volt, 4 wire, class 20 (CT & PT)(w/o rKVA)
- \$2.81 - 3 phase, 120 volt, 4 wire, class 20 (CT & PT)(w/ rKVA)

The following are the removal charges:

- \$53.66 - Single-phase service up to 200 amps
- \$123.64 - Single-phase service using 400 amps (K4) recorder under glass
- \$123.64 - Three-phase service

If a Customer needs an advanced metering configuration that is different than the charges stated above, the Company will calculate a cost differential and determine a monthly charge on a case-by-case basis.

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

2. Meter Equipment

Meter equipment will comply with American Standard Code for Electricity Metering C12.1 and with the Institute of Electrical and Electronics Engineers "Standard Requirements for Instrument Transformers" (C57.13). Meters will be tested in accordance with Section V. Meter Reading and Billing of the Terms and Conditions.

3. Unmetered Service

Unmetered services, of any kind, will not be permitted in the Pilot.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

4. Meter Tests

- a. Periodic Tests and Checks - Meters for Customers will be tested in accordance with Section V. Meter Reading and Billing of the Terms and Conditions. When a meter is found to be in error more than 2 percent, fast or slow, the Company will adjust the bill for a period not to exceed the criteria noted in Paragraph V- Metering Reading and Billing.
- b. Request Tests - Upon written request by the Customer, the Company will test the meter without charge provided that such test will not be made more frequently than once in 24 months. If tests of meters are required by the Customer to be made more frequently than once in 24 months, the Customer will pay all costs of making all tests other than the first test unless the results of such additional request test indicate the accuracy of the meter to be more than 2% fast or slow, in which case no charge for said request test will be made.

5. Off-Cycle Meter Readings

- a. A CSP may request a special off-cycle meter reading, instead of waiting for the regular meter reading, in order to terminate a Customer. Termination then becomes effective on the day of the reading. The Company will charge the CSP \$12.00 for a meter located outdoors and \$17.00 for a meter located indoors. The Company shall perform the requested special meter reading as promptly as working conditions permit.
- b. If a CSP becomes incapable of fulfilling its obligation to supply electricity, the Company may, at its discretion, obtain an actual meter reading in order that final billings to the CSP's Customers can be adjusted to reflect services by the CSP.

6. Adjustments to Meter Readings Not Due to Incorrect Meter Calibration or Tampering

If the Company has not properly billed the Customer for any reason other than incorrect meter calibration or tampering, the following will occur:

- a. The Company will investigate and correct, as necessary, the causes of the incorrect or unexplained meter readings.
- b. The Company will determine, in its sole judgment, if any billing adjustment is warranted.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

- c. If the Company determines a billing adjustment is warranted, the Company will determine, in its sole judgement, the method to use in adjusting the Customer's demand and/or energy usage, and the amount of the adjustment.
 - d. All parties will accept the Company's determination of the Customer's demand and/or energy usage, whether actual or adjusted, as final.
 - e. The Company will rebill the Customer in accordance with Section V. Meter Reading and Billing of the Terms and Conditions.
7. Adjustments due to incorrect meter calibration will be made in accordance with Section V. Meter Reading and Billing of the Terms and Conditions.
8. Adjustments due to tampering will be made in accordance with Section V. Meter Reading and Billing of the Terms and Conditions.
9. Adjustments to Meter Readings Due to Company-caused Conditions
 - a. Upon Customer request, the Company will adjust the Customer's meter readings for the purposes of calculating the Company's portion of the Customer's bill when a Company-caused condition (as recorded by the Company's Regional Operations Center) results in the establishment of an abnormally high demand due to cold load pick-up.
 - b. The Company will determine, in its sole judgement, the adjusted demand.
 - c. The Company accepts no liability for the CSP's failure to use the Company's adjusted demand for billing the Customer.
 - d. The period of time to rebill will be determined in accordance with Section V. Meter Reading and Billing of the Terms and Conditions.
10. Adjustments to the Customer's meter readings and/or usage will be forwarded to the appropriate CSP.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

K. CUSTOMER BILLING

1. Billing Options

Two billing options will be offered by the Company during the Pilot:
Consolidated billing and Dual Billing.

a. Consolidated Billing

- i) Customers will receive a single bill from the Company that will reflect all charges related to their electricity services. The Company will render the bill under its name and be responsible for receiving payments for its services and for the services of current CSPs.
- ii) Customers with more than one location may not combine usage from all locations to be considered as one Customer for purposes of billing the Company's portion of the bill, but the Customer can receive a consolidated bill if it qualifies.

b. Dual Billing

- i) Customers served on Pilot Schedule 130P may elect to receive two separate bills: one from the Company and one from the CSP.

2. Billing Policies

a. Consolidated Billing Options

Bill Ready Billing

- i) Bill Ready refers to the billing practice in which the CSP calculates the billing amounts and sends them to the Company for inclusion on the Customer's bill. The CSP must deliver such billing amounts to the Company via EDI formats using VAEDT standards. Once the meter readings have been sent to the CSP, the CSP has three business days to send the charges to the Company for inclusion on the Customer's bill.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

- ii) There will be no charge to the CSP for including its billing amount on the Company's bill. Up to four lines of information containing the CSP's billing charges will be provided at no charge.
- iii) CSP charges that are not received on time for the current month's billing must be re-sent during the next month's three day billing window for inclusion on the Customer's bill. The Customer's current bill will indicate that it does not contain the CSP charges if the CSP charges are not received on time.

Rate Ready Billing

- i) Rate Ready Billing refers to the billing practice in which the Company calculates the CSP charges on behalf of the CSP, based on rates provided by the CSP in advance.
- ii) The charge to the CSP for basic Rate Ready Billing service is \$100 per month plus \$0.357 per bill issued per month.
- iii) The acceptable form of security to be provided to the Company by the CSP for Rate Ready Billing service shall be determined in accordance with Section D.6. - Credit Requirement and shall be based upon the charges for such service stated in Section K.2.a. - Consolidated Billing Options - Rate Ready Billing (ii). Initial security shall be determined based upon estimated Rate Ready Billing service levels for two months. Subsequent updates to security shall be determined in accordance with Section D.7. - Update to Registration.
- iv) A CSP may have up to five rate schedules under the Rate Ready Billing service option. The CSP is responsible for determining the applicability of a rate schedule to a Customer and shall be responsible for notifying the Company of such application.
- v) Each rate schedule may contain up to four blocks. Each block must be billed using per kWh charges.
- vi) The CSP may change the rates in the rate schedules no more than twice in a consecutive twelve-month period.
- vii) The CSP's name is limited to 25 characters on the bill.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

- viii) The CSP's description of the Customer's rate schedule is limited to 30 characters on the bill.
- ix) The Company will determine an alphanumeric rate schedule designation for a CSP rate schedule upon the CSP's registration or at the time the CSP requests Rate Ready Billing.
- x) The CSP's meter reading date shall be the same as the Company's meter reading date.
- xi) The CSP's payment due date shall be the same as the Company's payment due date.
- xii) If bills are estimated, the bill will contain an indicator showing that the charges are based upon estimated meter readings and not actual meter readings.
- xiii) The Company will not prorate blocks or charges contained in blocks.
- xiv) The Company will not assess late payment charges on CSP charges. If the CSP provides the late payment charge amount to the Company through an EDI transaction, the late payment charge amount will be included on the bill after such charge is received.
- xv) The CSP must provide the Company with a complete rate schedule at least fifteen days prior to the enrollment and assignment of customers to such rate schedule.
- xvi) The CSP must provide the Company with complete changes to a rate schedule at least fifteen days prior to the implementation of any such changes in the rate schedule for billing purposes.
- xvii) Upon the Company's request, prior to billing the CSP rate ready schedules, the CSP shall review and approve the Company's application, calculation and bill presentation of the schedules.
- xviii) Payments from CSPs for Rate Ready Billing service shall be in accordance with Section Q. - CSP Payment and Billing.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

- b. The bill will identify the Company's toll-free telephone number to call for outages and Company customer service inquiries.
- c. The bill will identify the CSP's local or toll-free telephone number to call for CSP related inquiries.

3. Information and Notices Included on the Bill

All bills shall include at least the following information:

- a. Current and previous meter readings.
- b. The date of the current month's meter readings.
- c. The number of units of service supplied (usage).
- d. The Company schedule number or price designation under which the bill was computed.
- e. A breakdown of the charges and the total amount owed to the Company.
- f. The CSP charges.
- g. The CSP's name and telephone number.
- h. The due date of the bill.
- i. Current estimated readings shall be noted as such on the bill.
- j. The meter or other unique Customer identification number(s) of the Customer.
- k. A note informing the Customer of their participation in the Pilot.
- l. Facilities Charges.
- m. Late payment charge information and amount.
- n. Utility tax amounts (if applicable).

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

L. COLLECTIONS

1. Payment Processing:

- a. The Company will accept and process payments for charges using any of the Company's available payment options, (e.g., check, money order, bank draft, etc.).
- b. Customer bills will be due when presented, and considered past due 28 days after the bill date.
- c. Funds collected on behalf of the CSP will be electronically transferred to the CSP's bank account within a three-banking-day period to allow for good funds. The detailed payment records will electronically accompany the fund transmittal to the CSP's bank.
- d. The Company will use the following payment hierarchy:

When payment is received in full, the Company will submit to the CSP its portion in accordance with this Paragraph. A customer payment received in partial payment of a single consolidated bill shall be applied to arrearages owed the Company, then to arrearages owed the CSP, then to current charges of the Company, and then to current charges of the CSP. Taxes associated with such payments shall be collected and remitted pursuant to the provisions of § 58.1-2901 of the Code of Virginia.

2. Returned Checks:

- a. The Company will be responsible for processing returned checks.
- b. The Company will electronically report returned check information to the CSP.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

- c. Returned check fees and processing:
- i) The Company will reapply the returned check amount back to the Customer's account and allocate the dollars in the same manner as when the original payment was made.
 - ii) The Company will add a returned check fee in the amount of \$12.95 to its portion of the bill.
 - iii) The Company and the CSP will each be responsible for communication, notification and collection of their portion of the returned check and any associated charges.

3. Delinquent Bills:

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

M. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS

Section III. of the Terms and Conditions is superseded as follows:

For an account of the Customer purchasing competitively supplied electricity under the Pilot, the continuing annual revenue used to determine any revenue credit amounts (which excludes Rider A fuel adjustment revenue) shall be calculated using the comparable bundled version of the rate schedule determined for the Customer under the provisions of Section VI of the Terms and Conditions. The application for Pilot participants of revenue credits which include the cost of electricity (as distinct from electric delivery) shall not be construed as establishing precedent for the treatment of revenue credits for non-Pilot Customers upon implementation of full customer choice.

N. TERMINATION OF SERVICE BY A CSP

In the event that a CSP's services are terminated for any reason other than by a Customer's decision to transfer to a different CSP, the CSP shall send written notification of such termination to the Customer at least 30 days prior to the date that service to the Customer is scheduled to terminate.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

O. DISCONNECTION OF SERVICE BY THE LDC

The Company will perform all disconnection of services for non-payment in accordance with standard Terms and Conditions and procedures applied to Virginia jurisdictional customers. The Company will notify a CSP of the disconnection of any of its Customers. The Company will not disconnect for non-payment of CSP Charges. The Company will notify a CSP upon reconnection of any Customer who has been disconnected for nonpayment of Company charges.

P. TECHNICAL SUPPORT AND ASSISTANCE

Technical support and assistance that may be provided by the Company to a CSP in connection with a CSP's questions or research requests in support of its business may incur a Technical Support and Assistance Charge. The Company will charge \$50.00 per hour for all requests outside the scope discussed in Paragraph F (typically one hour per month) plus any additional processing costs for any work beyond the defined routine of forecasting and settlement.

Q. CSP PAYMENT AND BILLING

A CSP shall pay all CSP charges or any other charge it incurs under the Pilot in accordance with the following provisions:

1. *Billing Procedure.* Each month, the Company shall submit an invoice to the CSP for all CSP charges provided under this tariff. A CSP shall make payment for charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall be twenty (20) days from the date of transmittal of the bill.
2. *Manner of Payment.* The CSP will make payment to the Company by Automated Clearing House to a bank designated by the Company, using a CCD+ or CTX Transaction, which includes the CSP's customer account number with the Company. A prenote must be processed in advance of production transfers of funds.
3. *Late Payment Charge for Unpaid Balances.* If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be one and one-half percent (1 1/2%) per month on the unpaid balance except for those charges governed by the OATT. Any late payment charge applicable to charges governed by the OATT will be applied in accordance with the OATT.

(Continued)

**RETAIL ACCESS PILOT PROGRAM
GENERAL RULES AND REGULATIONS (Continued)**

R. CODES OF CONDUCT

With respect to its relationship with an ACSP, the Company shall comply with the applicable provisions of Title 5, Chapter 311 of the Virginia Administrative Code, Interim Rules Governing Electric and Natural Gas Retail Access Pilot Programs.

S. DISPUTE RESOLUTION

In the event of a dispute between the Company and a CSP regarding the application of the Company's terms and conditions, the Company and the CSP shall attempt to resolve such dispute in accordance with the Appendix C of these rules.

APPENDIX A
DOMINION VIRGINIA POWER
COMPETITIVE SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, ("Agreement") by and between Virginia Electric and Power Company d/b/a Dominion Virginia Power ("Company"), a public service corporation organized and existing under the laws of the Commonwealth of Virginia and _____ (the "CSP"), a _____, both the Company and the CSP hereinafter sometimes referred to collectively as the "Parties", or individually as a "Party."

RECITALS

A. The Company is a public utility engaged in the production, transmission, distribution and sale of electric energy with an exclusive franchise to serve customers located within its Service Territory, as defined below.

B. The Virginia Electric Utility Restructuring Act, Va. Code §§ 56-576 to 56-595 (the "Act"), provides for the future restructuring of the electric industry in Virginia such that regulated electric public utilities must allow non-discriminatory direct access to their distribution systems by competitive service providers of retail electric service and further provides that, with implementation of such access to the distribution system, the Company will continue to serve as the exclusive electric distribution provider within its Service Territory.

C. The Virginia State Corporation Commission ("Commission"), acting pursuant to the Act, has issued a final order in Case No. PUE980812 promulgating Interim Rules Governing Electric and Natural Gas Retail Access Pilot Programs, 20 VAC-5-311-10 through 20 VAC-5-311-60 (the "Interim Rules"), and a final order in Case No. PUE980813 authorizing the Company to implement a pilot program to offer such access to its Distribution Facilities, as defined below.

D. In connection with Dominion Virginia Power's electricity retail access pilot program for certain local government accounts ("Pilot"), the CSP (i) intends to negotiate with customers for the sale of Competitive Energy Service, as defined below, and to make such sales; (ii) has been licensed to supply Competitive Energy Service to customers in Virginia; and (iii) has been issued License Number _____ by the Commission.

E. An agreement between the Company and the CSP is needed in order for the CSP to be registered with the Company to engage in the provision of Competitive Energy Service in the Pilot in the Company's Service Territory.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and the above Recitals, which are incorporated herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

(Continued)

APPENDIX A
DOMINION VIRGINIA POWER
COMPETITIVE SERVICE PROVIDER AGREEMENT
(Continued)

1. Definitions

The following definitions, when capitalized and used in this Agreement, will have the meanings set forth below:

- 1.1. **Act** has the meaning set forth in Recital B.
- 1.2. **Business Day** means any calendar day or computer processing day in the Eastern U.S. time zone, in which the general office of Dominion Virginia Power is open for business with the public.
- 1.3. **Charge** means any fee or charge that is billable by the Company to the CSP under the Tariffs.
- 1.4. **Company's Electric Delivery System** means the Company's Transmission Facilities and Distribution Facilities.
- 1.5. **Competitive Energy Service** means competitive energy service as defined in the Interim Rules, but limited to electric service and related services.
- 1.6. **Customer** is defined in the Virginia Tariff.
- 1.7. **Defaulting Party** has the meaning set forth in Section 5.2.2.
- 1.8. **Delivery Service** means the provision of electric transmission and distribution services to Customers.
- 1.9. **Distribution Facilities** means electric facilities owned by the Company that operate at voltages of less than 69,000 volts and that are used to deliver electricity to Customers, up through and including the point of physical connection with electric facilities owned by the Customer.
- 1.10. **Effective Date** has the meaning set forth in Section 5.1.
- 1.11. **FERC** means the Federal Energy Regulatory Commission.
- 1.12. **FPA** means the Federal Power Act.
- 1.13. **Force Majeure** has the meaning set forth in Article 9.
- 1.14. **Month** means a calendar month.
- 1.15. **Non-Defaulting Party** has the meaning set forth in Section 5.2.2.

(Continued)

APPENDIX A
DOMINION VIRGINIA POWER
COMPETITIVE SERVICE PROVIDER AGREEMENT
(Continued)

- 1.16. **OATT** means the Company's Open Access Transmission Tariff as filed with the FERC.
- 1.17. **Service Territory** means the geographic areas of the Commonwealth of Virginia in which the Company has an exclusive franchise to serve electric Customers.
- 1.18. **Retail Transmission Customer** means the eligible entity who has executed a Retail Network Transmission Service Agreement or a Retail Firm Point-to-Point Service Agreement in the form set out in Appendix 1 or Appendix 3 to Attachment L to the OATT, respectively, or who has requested Transmission Service under the Pilot pursuant to an unexecuted service agreement.
- 1.19. **Tariffs** mean either or both of the Virginia Tariff and the OATT.
- 1.20. **Transmission Facilities** means electric facilities owned by the Company that operate at 69,000 volts or greater and that are used to transmit and deliver electricity to Customers up through and including the point of physical connection with electric facilities owned by the Customer.
- 1.21. **VAEDT** has the meaning set forth in the Interim Rules governing electric and natural gas retail access pilot programs.
- 1.22. **Virginia Tariff** means the Company's electric tariff, including Terms and Conditions and Schedules applicable to County and Municipal customers.

2. OBLIGATIONS OF THE PARTIES

- 2.1. **Scope of Agreement.** This Agreement shall govern and apply to the business relationship between the Parties by which the CSP shall be registered by the Company, and thereby authorized, to provide Competitive Energy Service to the Company's Customers in the Company's Pilot via the Company's Electric Delivery System. This Agreement shall expire upon completion of the Pilot unless terminated sooner as provided in Section 5.2. This Agreement does not cover transmission services with respect to Competitive Energy Services, which must be obtained separately under the Tariffs. The Parties named in this Agreement are bound by the terms set forth herein and the terms contained in the Tariffs, as revised from time to time.

(Continued)

APPENDIX A
DOMINION VIRGINIA POWER
COMPETITIVE SERVICE PROVIDER AGREEMENT
(Continued)

- 2.2. **CSP Obligations.** The CSP hereby agrees to: (i) satisfy all requirements of the Act, Interim Rules and the Tariffs; (ii) obtain and maintain a license from the Commission and any licenses, permits or other authorizations from any other federal, state or local agencies required for participation in the Virginia retail electric supply market and the Company's Pilot; (iii) execute all applications and agreements required for the CSP's participation in the Virginia retail electric supply market and the Company's Pilot; and (iv) demonstrate to the Company, prior to Customer enrollment, that it has the technical competence (*e.g.*, communication capabilities) necessary to comply with electronic data interchange (EDI) standards for the exchange of information as set by the Company and modified from time to time. The foregoing requirements represent conditions precedent to the Company's obligations hereunder. The CSP also must make all necessary arrangements for providing Competitive Energy Service sufficient to serve its Customers.
- 2.3. **Company's Obligations.** The Company agrees to satisfy all of its requirements with respect to the CSP as provided in the Act, the Interim Rules and the Tariffs.
- 2.4. **Mutual Obligations.** The Company and the CSP will cooperate in order to ensure the provision of Competitive Energy Service to Customers as provided for by the Interim Rules and the Tariffs. The CSP and the Company shall supply to each other all data, materials or other information specified in this Agreement, or that may otherwise be reasonably required by the CSP or the Company in connection with their obligations under this Agreement, in a thorough and timely manner.
- 2.5. **Tariffs Incorporated.** The Company's Tariffs, as the same may be revised from time to time, are hereby incorporated by reference.

3. REPRESENTATIONS AND WARRANTIES

- 3.1. **CSP Representations and Warranties.** The CSP hereby represents, warrants and covenants as follows:

The CSP is _____ duly organized and validly existing under the laws of the State of _____ and is authorized to do business and is in good standing in the Commonwealth of Virginia;

(Continued)

APPENDIX A
DOMINION VIRGINIA POWER
COMPETITIVE SERVICE PROVIDER AGREEMENT
(Continued)

- 3.1.2. The CSP has all requisite power and authority to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder;
 - 3.1.3. The CSP has obtained a license from the Commission to provide Competitive Energy Service to retail Customers located within the Commonwealth of Virginia. Said license shall be maintained throughout the life of this Agreement, and the lack of such license shall immediately terminate this Agreement;
 - 3.1.4. The execution and delivery of this Agreement and the performance of the CSP's obligations hereunder have been duly authorized by all necessary actions on the part of the CSP and do not and will not conflict with or result in a breach of the CSP's charter documents or bylaws or any indenture, mortgage, other agreement or instrument or any statute, rule, regulation, order, judgment, or decree of any judicial or administrative body to which the CSP is a party or by which the CSP or any of its properties is bound or subject nor any legal proceeding now pending or, to the CSP's knowledge, threatened;
 - 3.1.5. This Agreement is the valid and binding obligation of the CSP, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity;
 - 3.1.6. There are no actions at law, suits in equity, proceedings or claims pending against the CSP before any federal, state, foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the performance of its obligations hereunder;
 - 3.1.7. The CSP will comply with any and all non-discriminatory information and data transfer protocols that may be adopted by the Company and, from time to time, modified by the Company. Such protocols shall to the maximum extent possible adhere to the standard practices for exchanging data and information in an electronic medium as may be specified by the VAEDT. The Company shall endeavor to comply on a continuing basis with the development and implementation of such EDI requirements.
- 3.2. **Company Representations and Warranties.** The Company hereby represents, warrants and covenants as follows:
- 3.2.1. The Company is a public service corporation duly organized and validly existing under the laws of the Commonwealth of Virginia;

(Continued)

APPENDIX A
DOMINION VIRGINIA POWER
COMPETITIVE SERVICE PROVIDER AGREEMENT
(Continued)

- 3.2.2. The Company has all requisite power and authority to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder;
- 3.2.3. The execution and delivery of this Agreement and the performance of the Company's obligations hereunder have been duly authorized by all necessary actions on the part of the Company and do not and will not conflict with or result in a breach of the Company's charter documents or bylaws or any indenture, mortgage, other agreement or instrument or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Company is a party or by which the Company or any of its properties is bound or subject nor any legal proceeding now pending or, to the Company's knowledge, threatened;
- 3.2.4. This Agreement is the valid and binding obligation of the Company, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.
- 3.2.5. There are no actions at law, suits in equity, proceedings or claims pending against the Company before any federal, state, foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the performance of its obligations hereunder.
- 3.3. **Notice of Violation.** If either Party learns that any of its representations, warranties, or covenants in this Agreement has been violated, such Party shall immediately notify the other Party via facsimile, with a hard copy of the notice delivered by overnight mail.
- 3.4. **Continuation of Warranties.** All representations and warranties contained in this Article 3 shall continue for the term of this Agreement.

(Continued)

APPENDIX A
DOMINION VIRGINIA POWER
COMPETITIVE SERVICE PROVIDER AGREEMENT
(Continued)

4. USE OF A RETAIL TRANSMISSION CUSTOMER

- 4.1. **Participation through a Retail Transmission Customer.** The CSP, if it is not a Retail Transmission Customer, may contract with a Retail Transmission Customer to perform all CSP transmission-related obligations, including installed capacity obligation, import capability, load scheduling and reconciliation rights and responsibilities. Any such Retail Transmission Customer must meet all of the requirements of the Interim Rules, the Tariffs and this Agreement necessary in order to carry out the CSP's transmission-related obligations. All transmission-related actions of the Retail Transmission Customer on behalf of the CSP are binding on, and attributable to, the CSP.
- 4.2. **Designation of a Retail Transmission Customer.** To designate a Retail Transmission Customer, the CSP must provide the Company with a completed Retail Transmission Customer Designation Form, appended hereto as Exhibit 1, fully executed by both the CSP and the Retail Transmission Customer. The Retail Transmission Customer Designation Form is not intended to supplement or replace any agency relationship that may exist between the CSP and a Retail Transmission Customer. No designation of a Retail Transmission Customer shall take effect until accepted in writing by the Company.
- 4.3. **Replacement or Termination of Retail Transmission Customer.** To replace or terminate a Retail Transmission Customer, the CSP shall provide the Company a completed Retail Transmission Customer Designation Form stating such replacement or termination and shall specify the effective Month of the change or termination. The effective day of the replacement or termination shall be the first day of the Month requested in such Retail Transmission Customer Designation Form unless notification is received by the Company less than fifteen (15) Business Days before the first day of that Month, in which case the effective day of the change shall be the first day of the subsequent Month. In the event the CSP ceases using any Retail Transmission Customer, the CSP shall immediately assume the direct performance of all CSP Obligations under this Agreement.
- 4.4. **Primary Responsibility of the CSP.** Notwithstanding any designation of a Retail Transmission Customer, the CSP remains responsible for fulfilling all of its obligations and requirements under this Agreement.

(Continued)

APPENDIX A
DOMINION VIRGINIA POWER
COMPETITIVE SERVICE PROVIDER AGREEMENT
(Continued)

5. EFFECTIVE DATE AND TERMINATION OF AGREEMENT

- 5.1. **Commencement.** The term of this Agreement shall commence on the date of execution by both Parties hereto ("Effective Date") and shall continue until completion of the Pilot unless sooner terminated as provided in Section 5.2. Notwithstanding the Effective Date, the CSP acknowledges that it may commence the provision of Competitive Energy Service on the Company's Electric Delivery System only (i) in compliance with the Interim Rules and the Tariffs and (ii) after such date for instituting such service has been approved by the Commission.
- 5.2. **Termination.** This Agreement shall or may be terminated as follows:
- 5.2.1. **Withdrawal of the CSP from Retail Service.** In the event the CSP ceases to participate in or otherwise withdraws from the provision of Competitive Energy Service to Customers in the Company's Service Territory, and complies with the notice requirements of Section 13.1, this Agreement between the CSP and the Company shall terminate thirty (30) days following the date on which the CSP ceases to have any active Customers.
- 5.2.2. **Termination Upon Default.** In the event of a Default (as defined in Section 6.1) by either Party ("Defaulting Party") the other party ("Non-Defaulting Party") may terminate this Agreement by providing written notice to the Defaulting Party, without prejudice to any remedies at law or in equity available to the Non-Defaulting Party by reason of the Event of Default.
- 5.2.3. **Effect of Termination.** Upon termination of this Agreement, the CSP shall no longer be authorized to provide Competitive Energy Service on the Company's Electric Delivery System.
- 5.3. **Survival of Obligations.** Termination of this Agreement for any reason shall not relieve the Company or the CSP of any obligation accrued or accruing prior to such termination.

(Continued)

APPENDIX A
DOMINION VIRGINIA POWER
COMPETITIVE SERVICE PROVIDER AGREEMENT
(Continued)

6. EVENTS OF DEFAULT

- 6.1. **Events of Default.** A Default under this Agreement shall occur if either Party (i) is the subject of a bankruptcy, insolvency or similar proceeding; (ii) makes an assignment for the benefit of its creditors, (iii) applies for, seeks consent to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator or similar official to manage all or a substantial portion of its assets, (iv) violates any material federal, state or local code, regulation and/or statutes applicable to the supply of energy; (v) fails to pay the other party when payment is due; or (vi) fails to satisfy any other material obligation under this Agreement, the Act, the Interim Rules or the Tariffs, such as fulfilling creditworthiness requirements as set forth in the Tariffs, within the time frames set forth in the Act, the Interim Rules or the Tariffs, as the case may be, provided, however, that if the CSP should fail to maintain Commission or FERC licensing or other authorization, such that such Commission and/or FERC license or other authorization is actually revoked, the CSP will immediately be in Default of this Agreement.
- 6.2. **Rights Upon Default.** In the event of a Default, the Non-Defaulting Party shall be entitled to (i) pursue any and all available legal and equitable remedies available to it; and/or (ii) terminate this Agreement without any liability or responsibility whatsoever, except for obligations arising prior to the date of termination, by written notice to the Defaulting Party, subject to any applicable regulatory requirements.

7. SYSTEM OPERATION

- 7.1. **Curtailement.** The Company shall have the right to curtail, interrupt, reduce voltage, or reduce the CSP's supply of electric energy or shall have the right to disconnect the CSP's Customers whenever the Company reasonably determines that such a disconnection, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Company's facilities; to maintain the safety and reliability of the Company's Electric Delivery System; as directed by governmental authorities; due to emergencies, forced outages, potential overloading of the Company's Transmission and/or Distribution Facilities, or Force Majeure; or as provided in the Tariffs. Any other provisions of this Agreement that may seem to contradict this right shall be subordinated to this right. The Company shall not be liable to the CSP for any such disconnection, curtailment, interruption or reduction in supply, except to the extent that the foregoing was caused by the gross negligence or willful misconduct of the Company and is not otherwise excused.

(Continued)

APPENDIX A
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COMPETITIVE SERVICE PROVIDER AGREEMENT
(Continued)

- 7.2. **Reasonable Efforts.** The Company shall use its reasonable efforts to: minimize any scheduled curtailment, interruption or reduction to the extent practicable under the circumstances; provide the CSP with prior notification of any such curtailment interruption or reduction, to the extent practicable; and resume service as promptly as practicable following elimination of the condition causing the disconnection, curtailment, interruption or reduction, subject to applicable Tariff provisions.
- 7.3. **Compliance with Governmental Directives.** The CSP acknowledges and agrees that the Company may need to act in response to governmental or civil authority directives that may affect Customer load. The CSP agrees to cooperate with the Company in order to comply with said directives.

8. CONFIDENTIALITY OF INFORMATION

- 8.1. **Customer-Specific Information.** Customer-specific information will not be provided to the CSP without the Customer's written consent, and the CSP shall keep confidential all Customer-specific information supplied by the Company, unless the CSP has the Customer's authorization to do otherwise.
- 8.2. **Company Information.** All Company information made available by the Company to the CSP pursuant to this Agreement, including, without limitation, rate class load profile data and information regarding the Company's computer systems or communications systems, shall not be disclosed to third parties without written consent from the Company.

9. FORCE MAJEURE

- 9.1. **Events of Force Majeure.** Neither Party shall be liable for any delay in performing or for failing to perform its respective obligations under this Agreement due to any event of Force Majeure, including a catastrophic weather condition, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, walkout lockout or other labor dispute, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. Financial loss or other economic hardship of either Party shall not constitute an event of Force Majeure under this Agreement.

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APPENDIX A
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(Continued)

- 9.2. **Suspension of Obligations.** The obligations of either Party, so far as they are affected by the Force Majeure event, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied within a reasonable period of time. During such Force Majeure event, both Parties shall take all reasonable steps to comply with this Agreement notwithstanding the occurrence of the event. This subparagraph shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the Party involved in the strike, walkout, lockout or other labor dispute.

10. REGULATORY AUTHORIZATIONS AND JURISDICTION

- 10.1. **Compliance with Applicable Legal Authorities.** The Company and the CSP are subject to, and shall comply with, all existing or future applicable federal, state and local laws, and all existing or future duly promulgated orders or other duly authorized actions of governmental authorities having jurisdiction over the matters covered by this Agreement. The Company will not violate, directly or indirectly, or become a party to a violation of, any applicable federal, state or local statute, regulation, rule or order in order to provide service to the CSP. The Company's obligation to provide service is subject to the condition that all requisite governmental and regulatory approvals for the provision of such service will have been obtained and will be maintained in force during such period of service.
- 10.2. **Change in Applicable Legal Authorities.** This Agreement is subject to change in the future to reflect any relevant changes required by the Commission or other Virginia state agency having jurisdiction, or by virtue of any federal or state law or regulation, and such changes shall be deemed to be binding upon the Parties, except where the right to terminate is exercised in accordance with the terms of this Agreement.
- 10.3. **FERC Jurisdiction.** The inclusion of FERC-jurisdictional matters within the scope of this Agreement is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the Commission. If anything stated herein is found by the FERC to conflict with or to be inconsistent with any provision of the FPA, or any rule, regulation, order or determination of the FERC under the FPA, the applicable FERC rule, regulation, order or determination of the FPA shall control.

(Continued)

APPENDIX A
DOMINION VIRGINIA POWER
COMPETITIVE SERVICE PROVIDER AGREEMENT
(Continued)

11. LIMITATION OF LIABILITY

- 11.1. **Limitation on Liability.** The Company shall have the same duties and limitations on liability for distribution service to the CSP and its Customers as to those Customers receiving electric service from the Company under non-Pilot Tariffs.
- 11.2. **Additional Limitations on Liability.** The Company shall have no liability to the CSP for any consequential, indirect, incidental, special, ancillary, punitive, exemplary, or other damages including lost profits, lost revenues, or other monetary losses arising out of any errors and omissions. The Company shall implement Customer selection of the CSP consistent with the Interim Rules and the Tariffs and shall have no liability to the CSP arising out of or related to a Customer's decision in switching among competitive service providers and/or the Company, unless the Company is grossly negligent in switching or failing to switch a Customer.
- 11.3. **No Other Liability.** The Company shall not have any duties or liabilities other than those specifically set forth in this Agreement.

12. INDEMNIFICATION

- 12.1. **Indemnification.** To the fullest extent permitted by law, the CSP shall defend, indemnify and hold harmless the Company from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including the Company's employees or any third parties, or any other liability incurred by the Company, including reasonable attorneys' fees, relating to performance under this Agreement, except to the extent that a court of competent jurisdiction determines that the losses, expenses or damage were caused wholly or in part by any grossly negligent or willful act or omission of the Company.
- 12.2. **Survival of Indemnification.** The CSP's obligation to defend, indemnify and hold harmless under this Article shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CSP under any statutory scheme, including any Workers Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

(Continued)

APPENDIX A
DOMINION VIRGINIA POWER
COMPETITIVE SERVICE PROVIDER AGREEMENT
(Continued)

13. MISCELLANEOUS PROVISIONS

13.1. **Notices.** Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by overnight express mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the CSP to: _____

If to the Company to:
Keith Kaier
Customer Relations
19th Floor - OJRP
Dominion Virginia Power
P. O. Box 26666
Richmond, VA 23261-6666

Copy to: David Koogler
Customer Choice
19th Floor - OJRP
Dominion Virginia Power
P. O. Box 26666
Richmond, VA 23261-6666

or to such other person at such other address as a Party shall designate by like notice to the other Party. Notices received after the close of a Business Day shall be deemed received on the next Business Day.

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APPENDIX A
DOMINION VIRGINIA POWER
COMPETITIVE SERVICE PROVIDER AGREEMENT
(Continued)

- 13.2. **No Prejudice of Rights.** No term or condition of this Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the Party claimed to have waived or consented to excuse. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.
- 13.3. **Assignment.** This Agreement may not be assigned by either the Company or the CSP without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. However, the Company may assign any or all of its rights and obligations under this Agreement, without the CSP's consent, to any entity succeeding to all or substantially all of the Transmission and Distribution Facilities of the Company, if such assignee agrees, in writing, to be bound by all of the terms and conditions hereof, and if any necessary regulatory approvals are obtained.
- 13.4. **Governing Law.** To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment and termination of this Agreement shall be governed by the laws of the Commonwealth of Virginia.
- 13.5. **Headings.** The headings and sub-headings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereunto, nor should they be used to aid in any manner in the construction of this Agreement.
- 13.6. **Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.

(Continued)

APPENDIX A
DOMINION VIRGINIA POWER
COMPETITIVE SERVICE PROVIDER AGREEMENT
(Continued)

14. GENERAL MISCELLANEOUS PROVISIONS.

- 14.1. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties, or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter any agreement or undertaking for, or on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 14.2. Cancellation, expiration or early termination of this Agreement shall not relieve the Parties of obligations that by their nature survive such cancellation, expiration or termination, including, without limitation, payment of any amounts due, warranties, remedies, promises of indemnity and confidentiality.
- 14.3. Should any provision of this Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof, unless it materially changes the Agreement of the Parties.
- 14.4. Each of the Parties hereto acknowledges that it has read this Agreement, the Act, the Interim Rules and the Tariffs, understands them, and agrees to be bound by their terms. This Agreement is intended by the Parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are hereby abrogated and withdrawn.

15. TAXES.

All present or future federal, state, municipal or other taxes imposed on the CSP by any taxing authority by reason of this Agreement shall be the liability of the CSP. The CSP shall pay all such taxes to the applicable taxing authority to the extent required or permitted by law. If any transaction is exempt from the payment of any such taxes, the CSP will, if requested, provide the Company with valid tax exemption certificates. If the Company is required to remit any such taxes directly to any applicable taxing authority, other than taxes previously collected by the Company directly from the CSP's Customers, the CSP indemnifies the Company against, and will pay the Company for, all such tax amounts upon demand.

(Continued)

APPENDIX A
DOMINION VIRGINIA POWER
COMPETITIVE SERVICE PROVIDER AGREEMENT
(Continued)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Accepted:
CSP: _____

Accepted:
VIRGINIA ELECTRIC AND POWER
COMPANY

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

RETAIL TRANSMISSION CUSTOMER DESIGNATION FORM

1. This Retail Transmission Customer Designation Form, dated _____, is being submitted to Virginia Electric and Power Company d/b/a Dominion Virginia Power ("Company"), by the following Competitive Service Provider (the "CSP"):

2. **NOTICE THAT SUPPLIER IS DESIGNATING A RETAIL TRANSMISSION CUSTOMER.** By submitting this form, the CSP hereby notifies the Company that it has appointed the following entity to act as its Retail Transmission Customer in accordance with the – Competitive Service Provider Agreement between the Company and the CSP, dated _____ (the "Agreement"):

3. **NOTICE THAT PREVIOUS DESIGNATION IS SUPERSEDED BECAUSE RETAIL TRANSMISSION CUSTOMER IS REPLACED.** This Retail Transmission Customer Designation Form supersedes and replaces the Retail Transmission Customer Designation Form dated _____ in which _____ was designated Retail Transmission Customer. This designation is requested to become effective _____ subject to the _____ Agreement.
4. The CSP further notifies the Company, and the Retail Transmission Customer hereby acknowledges, that it is designating the entity identified in the preceding paragraph as its Retail Transmission Customer for the specific purpose of Load Scheduling, Installed Capacity Obligations, Import Capacity, Reconciliation Rights and Responsibilities, and any other CSP transmission-related Obligations under the Agreement.
5. The Company is authorized to use the Retail Transmission Customer as the sole point of Contact with the CSP concerning the CSP's provision of Competitive Energy Services, if the CSP so requests.
6. The CSP authorizes the Company to bill the Retail Transmission Customer directly for all transmission-related Charges attributable to the CSP. The Retail Transmission Customer agrees to pay the Company such Charges on behalf of the CSP in accordance with the terms and conditions in the Agreement. It is understood that, notwithstanding such Charges having been billed to the Retail Transmission Customer, the CSP will remain responsible for the payment of all Charges.

(Continued)

Exhibit 1

**RETAIL TRANSMISSION CUSTOMER
DESIGNATION FORM (Continued)**

7. The CSP and any properly designated Retail Transmission Customer shall comply with all terms and conditions of the Agreement, including those pertaining to Retail Transmission Customers and to payment and billing.

8. All inquiries, communications or notices relating to the CSP's use of the Retail Transmission Customer designated above may be directed to the following representatives:

To the CSP:

Attn: _____

Title: _____

Telephone: _____

Facsimile: _____

Internet e-mail: _____

To Retail Transmission Customer:

Attn: _____

Title: _____

Telephone: _____

Facsimile: _____

Internet e-mail: _____

9. The Agreement is incorporated herein by reference and made a part hereof. All capitalized terms used, but not defined, in this designation form shall have the meaning stated in the Agreement.

(Continued)

Exhibit 1

**RETAIL TRANSMISSION CUSTOMER
DESIGNATION FORM (Continued)**

10. **NOTICE THAT THE CSP IS NO LONGER USING A RETAIL TRANSMISSION CUSTOMER.** By submitting this form, the CSP hereby notifies the Company that the CSP has ceased using any Retail Transmission Customer. This notice is requested to become effective _____, subject to the terms of the Agreement. [If this Notice is selected, the CSP should merely execute this Form in Section 11 below and make no other entries.]
11. The CSP has executed this designation form below by its duly authorized representative as follows:
- Signature: _____
- Name: _____
- Title: _____
- Date: _____
12. The CSP has obtained the following Acknowledgment and Consent to this designation, which is executed below by the duly authorized representative of the Retail Transmission Customer:

Acknowledgment and Consent

Intending to be legally bound thereby, the duly authorized representative of Retail Transmission Customer has executed this document below to acknowledge and consent to its appointment as a Retail Transmission Customer, and to further state its agreement to abide by the terms and conditions of its designation set forth above in the Retail Transmission Customer Designation Form prepared by the CSP, including the terms and conditions of the Agreement which is incorporated therein by reference.

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX B
VIRGINIA ELECTRIC AND POWER COMPANY
ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____ (Month, Day, Year) by and between Virginia Electric and Power Company doing business as Dominion Virginia Power in the Commonwealth of Virginia and Dominion North Carolina Power in North Carolina, a Virginia corporation ("Dominion Virginia Power" or the "Company") and a Local Distribution Company with offices in Richmond, Virginia and _____ a Competitive Service Provider, a _____ corporation with offices at _____, individually a "Trading Partner" and collectively "Trading Partners".

RECITALS

WHEREAS, the parties desire to facilitate the exchange of reports, data and information required as set forth in the applicable laws, regulatory authority orders, practices and standards established through the Electronic Data Transaction Practices for Electric Customer Choice Pilot Programs in the Commonwealth of Virginia ("VAEDT Plan"), and subject to Dominion Virginia Power's electric tariff applicable to municipalities and counties in Virginia and Terms and Conditions For The Purchase of Electric Service by Municipalities and Counties – Virginia, as amended from time to time ("Virginia Tariff") by electronically transmitting and receiving data in agreed formats; and

WHEREAS, the parties desire that such electronic exchange fully comply with their underlying obligations as set forth in all applicable laws, regulatory authority orders, practices and standards, and subject to Dominion Virginia Power's Virginia Tariff; and

WHEREAS, the parties desire to enter into this Agreement to govern their relationship with respect to computer to computer exchange of information ("Electronic Transactions").

NOW THEREFORE, in consideration of mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, intending to be legally bound hereby, hereto agree as follows:

(Continued)

APPENDIX B
VIRGINIA ELECTRIC AND POWER COMPANY
ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT
(Continued)

Section 1. Prerequisites

- 1.1 Electronic Transactions. Each Trading Partner will electronically transmit to or receive from the other Trading Partner specified Electronic Transactions in accordance with this Agreement. Electronic Transactions that will be used within the confines of this agreement shall be transmitted in accordance with the standards and in the formats approved by the Virginia Electronic Data Transfer Working Group (“VAEDT”), as the same may be amended from time to time. See Exhibit 1 for a list of specified Electronic Transactions and a nonexclusive list of related documents.
- 1.2 Scope of the Agreement. This Agreement shall govern and apply only to Electronic Transactions transmitted from either Trading Partner to the other in connection with the Dominion Virginia Power program for certain local government accounts (“Pilot”) and shall terminate upon completion of the Pilot, or as otherwise provided in Section 4.2 below.
- 1.3 Third-Party Service Providers.
 - 1.3.1 Electronic Transactions will be transmitted electronically to each Trading Partner through any third party service provider (“Provider”) with which either Trading Partner may contract on its own behalf. Either Trading Partner may change its Provider upon sixty (60) days prior written notice to the other Trading Partner. A Level 1 connectivity test as detailed in the VAEDT Plan must be completed at least ten (10) business days in advance of the change to a new Provider.
 - 1.3.2 Each Trading Partner shall be responsible for the costs and performance of any Provider with which it contracts.
 - 1.3.3 Each Trading Partner shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling documents, or performing related activities for such Trading Partner; provided, that if both the parties use the same Provider to effect the transmission and receipt of a document, the originating Trading Partner shall be liable for the acts or omissions of the Provider as to such document.

(Continued)

APPENDIX B
VIRGINIA ELECTRIC AND POWER COMPANY
ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT
(Continued)

- 1.4 System Operations. Each Trading Partner, at its own expense, shall be responsible for and/or provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Electronic Transactions.
- 1.5 Security Procedures. Each Trading Partner shall properly use security procedures, including those specified by the VAEDT, if any, which are reasonably sufficient to ensure that all transmissions of documents are authorized and to protect its business records and data from improper access.
- 1.6 Signatures. Where applicable each Trading Partner shall adopt as its signature an electronic identification consisting of symbol(s) or code(s), which are affixed to or contained, in each document transmitted by such Trading Partner ("Signatures"). Each Trading Partner agrees that any Signature of such Trading Partner affixed to or contained in any transmitted Document shall be sufficient to verify such Trading Partner originated such Document. Neither Trading Partner shall disclose to any unauthorized person the Signatures of the other Trading Partner.
- 1.7 Freedom from Computer Viruses. Trading Partner shall use reasonable efforts to ensure that Electronic Transactions are free of all disabling devices, including, but not limited to, the following: computer viruses, back door, time bomb, Trojan horse, worm, drop dead device or other computer software code or routine designed to disable, damage, impair or electronically repossess or erase programs or data files which can cause damage to a Trading Partner's computer systems and/or operations or availability.
- 1.8 Data Recovery and Retention. Trading Partners agree to maintain adequate back-up files and retransmission capability in accordance with the provisions found in the VAEDT Plan. Electronic Transactions shall be retained for such periods as stated in the VAEDT Plan and by the Commonwealth of Virginia and Federal requirements.

(Continued)

APPENDIX B
VIRGINIA ELECTRIC AND POWER COMPANY
ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT
(Continued)

1.9 Testing.

1.9.1 Level 1, connectivity and Level 2 testing certification as detailed in the VAEDT Plan with added Dominion Virginia Power requirements is required prior to the exchange of production transactions. The Company reserves the right to add requirements as necessary.

1.9.2 Following acceptance for production use, additional testing may be required by a Trading Partner in response to a change in the system environments including, but not limited to: installation of new application system, installation of a new electronic data interchange ("EDI") translator or implementation of a new EDI version. Additional testing shall adhere to the standard testing procedures determined by the VAEDT and Dominion Virginia Power.

Section 2. Transmissions

- 2.1 Proper Receipt. Documents or any Electronic Transaction shall not be deemed to have been properly received, and no document shall give rise to any obligation, until accessible to the receiving Trading Partner; verification of receipt shall be confirmed in accordance with standards specified in VAEDT Plan.
- 2.2 Verification. Upon proper receipt of any Electronic Transaction, document or any information related to the Electronic Transaction, the receiving Trading Partner shall properly transmit a Functional Acknowledgment ("FA") in return, in the VAEDT approved format, within the time frame specified by the VAEDT. A FA shall constitute conclusive evidence that an Electronic Transaction has been received by the recipient Trading Partner.
- 2.3 Responses. If a response ("Response Transaction") to an Electronic Transaction or document is required by the VAEDT, any such Electronic Transaction which has been properly received shall not give rise to any obligation unless and until the Trading Partner initially transmitting such Electronic Transaction has properly received in return a Response Transaction.

(Continued)

APPENDIX B
VIRGINIA ELECTRIC AND POWER COMPANY
ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT
(Continued)

2.4 Garbled Transmissions. If any transmitted Electronic Transaction is received in an unintelligible or garbled form, the receiving Trading Partner shall promptly notify the originating Trading Partner (if identifiable from the received document). In the absence of such a notice, the originating Trading Partner's records of the contents of such Electronic Transaction shall control, unless the identity of the originating Trading Partner cannot be determined from the received Electronic Transaction.

Section 3. Transaction Terms

3.1 Virginia Tariff. Any Electronic Transaction made pursuant to this Agreement (and any related document or communication) shall also be subject to the Virginia Tariff. The parties acknowledge that the Virginia Tariff may be or may become inconsistent or in conflict with this Agreement, but the parties agree that any conflict or dispute that arises between the parties in connection with any such Electronic Transaction will be resolved as if such Electronic Transaction had been effected through application of the Virginia Tariff. Any inconsistency between this Agreement and any order of the SCC shall be resolved by giving precedence to the SCC order and then to this Agreement.

3.2 Confidentiality. Electronic Transactions, documents and other communications related to Electronic Transactions under the Agreement shall maintain the same confidential or non-confidential status (whichever is applicable) as they would have in the form of paper records.

3.3 Validity: Enforceability.

3.3.1 This Agreement has been executed by the parties to evidence their mutual intent to create binding transactions pursuant to the electronic transmission and receipt of Electronic Transaction information specifying certain of the applicable terms, regarding the Pilot activities of Dominion Virginia Power and competitive service providers.

3.3.2 The parties agree that correspondence and documents electronically transmitted pursuant to this Agreement shall be construed to be in conformance with all requirements set forth in the Virginia Tariff and standards as approved by the VAEDT for all purposes.

(Continued)

APPENDIX B
VIRGINIA ELECTRIC AND POWER COMPANY
ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT
(Continued)

3.3.3 Any Electronic Transaction, document and any information related to the Electronic Transaction, properly transmitted pursuant to this Agreement, shall be considered to be a “writing” or “in writing” and any such Electronic Transaction when containing, or to which there is affixed, a Signature shall be deemed for all purposes to have been “signed” and to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.

3.3.4 The conduct of the parties pursuant to this Agreement, including the use of signed Electronic Transaction or document properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of performance accepted by the parties in furtherance of this Agreement.

3.3.5 The parties agree not to contest the validity or enforceability of signed Electronic Transactions or any document under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the Trading Partner to be bound thereby. Signed Electronic Transactions, or documents if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Trading Partner shall contest the admissibility of copies of signed Electronic Transactions on the basis that the signed documents were not originated or maintained in documentary form.

(Continued)

APPENDIX B
VIRGINIA ELECTRIC AND POWER COMPANY
ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT
(Continued)

Section 4. Miscellaneous

- 4.1 Headings. Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of the Agreement.
- 4.2 Termination. This Agreement shall become effective as of the day and year first above written and shall remain in effect until terminated by either Trading Partner with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Electronic Transaction or otherwise under this Agreement prior to the effective date of termination. Any attempted termination in conflict with any order of the SCC shall be deemed ineffective for purposes herein. This Agreement shall, however, automatically terminate upon completion of the Pilot.
- 4.3 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of the Agreement or affecting the validity or enforceability of such remaining provisions.
- 4.4 Entire Agreement. This Agreement, including Exhibit 1, constitutes the complete agreement of the Trading Partners relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.
- 4.5 Assignment. This Agreement, or any rights or obligations hereunder, shall not be assigned by either Trading Partner without the express written approval of the other Trading Partner. Any assignment that does not comply with the provisions of this Section 4.5 shall be null and void.
- 4.6 Non-Waiver. The waiver by either Trading Partner of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation.

(Continued)

APPENDIX B
VIRGINIA ELECTRIC AND POWER COMPANY
ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT
(Continued)

- 4.7 Governing Law and Virginia Tariff. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia and the Virginia Tariff. This Agreement shall at all times be subject to any changes or modifications by the SCC as it may, from time to time, direct in the exercise of its jurisdiction.
- 4.8 Force Majeure. No Trading Partner shall be liable for any failure to perform its obligations in connection with any Electronic Transaction where such failure results from any act of God or other cause beyond such Trading Partner's reasonable control which prevents such Trading Partner from transmitting or receiving any documents.
- 4.9 Exclusion of Damages. Neither Trading Partner shall be liable to the other Trading Partner for any consequential, indirect, incidental, special, ancillary, punitive, exemplary or other damages including lost profits, lost revenues, or other monetary losses or damages in connection with this Agreement, any Electronic Transaction or any document including, but not limited to, arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any documents pursuant to this Agreement, even if such Trading Partner has been advised of the possibility of such damages.
- 4.10 Resolution of Disputes. In the event of any controversy or claim arising out of or relating to this Agreement, or breach thereof, the parties shall use commercially reasonable judgment to resolve the claim or dispute in accordance with Dominion Virginia Power's Virginia Tariff.
- 4.11 Notices. Unless otherwise provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been received when personally delivered, when sent by (i) courier delivery; (ii) Federal Express or similar overnight courier delivery; (iii) U.S. Certified mail, return receipt requested to the address and persons specified in this Agreement. Notices or communications shall be deemed given on the date of (a) courier or overnight courier delivery; or (b) in the case of transmittal by U.S. Certified mail, return receipt requested, the date the return receipt is signed or delivery is rejected. The following are the primary contacts for all communications related to this Agreement;

(Continued)

APPENDIX B
VIRGINIA ELECTRIC AND POWER COMPANY
ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT
(Continued)

4.11.1 Virginia Electric and Power Company:

Name: _____
Attn: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

4.11.2 _____ :

Name: _____
Attn: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

IN WITNESS WHEREOF, the parties have executed the agreement as of the day and year first above written.

Virginia Electric and Power Company:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Continued)

APPENDIX B
VIRGINIA ELECTRIC AND POWER COMPANY
ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT
(Continued)

Exhibit 1– Related Documents

The following documents are relevant to the Electronic Transactions to be exchanged. These documents may be revised from time to time. The latest version of each document should be utilized for the most current standards and requirements.

1. Electronic Data Transaction Practices for Electric Customer choice Pilot Program in the Commonwealth of Virginia. These documents may be found on the following website:

WWW.VAEDT.ORG

2. Interim Rules Governing Electric and Natural Gas Retail Access Pilot Programs issued by the SCC on May 26, 2000 in Case No. PUE9800812, as they may be amended or revised by the SCC.

3. Virginia EDI Implementation Standards and their associated Data Dictionaries.

4. Dominion Virginia Power's Virginia Tariff.

APPENDIX C
VIRGINIA ELECTRIC AND POWER COMPANY
DISPUTE RESOLUTION PROCEDURE
BETWEEN THE COMPANY AND COMPETITIVE SERVICE PROVIDERS
FOR RETAIL ACCESS PILOT PROGRAMS

Title 20, Chapter 311, Section 30 of the Virginia Administrative Code, Rules Governing Electric and Natural Gas Pilot Programs requires that each local distribution company shall establish and file for State Corporation Commission (SCC) approval, a dispute resolution procedure to address complaints alleging violations of, or disputes arising under, the provisions of this chapter. (*Reference 20 VAC-5-311-30.A.13*)

This document is Virginia Electric and Power Company's (Company) Dispute Resolution Procedure for its retail access pilot program (Pilot). The following procedures shall apply to all disputes between a Competitive Service Provider (CSP) and the Company with respect to Pilot issues. Any dispute between a CSP acting as a transmission customer and the Company acting as a transmission provider shall be handled in accordance with the Company's Open Access Transmission Tariff approved by the Federal Energy Regulatory Commission (FERC). This document does not apply to disputes between the customer and the utility, or the customer and the CSP.

Dispute Resolution Procedure

1. The Company and the CSP shall use good faith and reasonable efforts to informally resolve all complaints, disagreements and disputes arising from the contractual relationship between the Company and the CSP.
2. The Supplier Relations Group at (804) 771-4040 shall be the Company's contact for all CSP questions and requests for information, including complaints, disagreements and disputes. A CSP may submit its questions and requests for information to the Company's Supplier Relations Group using telephone, e-mail, facsimile, letter or similar means. For the purpose of clarification, the Company may request that the CSP present its question or request in writing, including a clear statement of the action or relief requested ("Request").
3. The Company pledges to resolve complaints, disagreements and disputes in a reasonable and timely manner through this Dispute Resolution Procedure. Normally, the Company will provide a written response, including a proposal for resolution, to a Request within 15 business days after the Company receives the Request. In the event the Company finds that it cannot adequately respond to the Request within such 15 business days, the Company will notify the CSP in writing and will provide a date by which its response may be expected.

APPENDIX C
VIRGINIA ELECTRIC AND POWER COMPANY
DISPUTE RESOLUTION PROCEDURE
BETWEEN THE COMPANY AND COMPETITIVE SERVICE PROVIDERS
FOR RETAIL ACCESS PILOT PROGRAMS
(Continued)

4. If the initial exchange of written material and any discussions do not resolve the dispute, either party may request a meeting at a mutually acceptable location to discuss the matter further. The responding party must agree to such a meeting to be held within fifteen business days following the request.
5. If the Company and the CSP are unable to resolve a dispute under this Dispute Resolution Procedure, the parties may mutually agree to an alternative dispute resolution technique (such as mediation or arbitration) prior to or in lieu of petitioning the appropriate regulatory authority (the SCC or the FERC).
6. This Dispute Resolution Procedure does not preclude either party from submitting a formal dispute to the appropriate regulatory authority (the SCC or the FERC) for resolution.
7. If the Company and the CSP are unable to resolve a dispute under the Dispute Resolution Procedure within 45 business days after the receipt of the Request or other mutually agreed-upon time frame, either party may file the dispute with the appropriate regulatory authority (the SCC or the FERC) for formal resolution.
8. If a dispute involves the accuracy of invoiced charges, the Company will note the account with the disputed charge and exclude the charge from any Late Payment Charges or further credit action. The disputed charges shall be treated as mutually agreed to or in accordance with the order of the appropriate regulatory authority (the SCC or the FERC).
9. Nothing shall limit the right of any party to file an appropriate complaint or request for relief with a regulatory authority of competent jurisdiction under relevant provisions of the Code of Virginia, the Federal Power Act, or other applicable state or federal law.

ATTACHMENT E

TERMS OF SERVICE MISCELLANEOUS

ATTACHMENT E

ADDENDUM

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

This **“Agreement for the Provision of Electric Service to Municipalities and Counties of the Commonwealth of Virginia from Virginia Electric and Power Company”** (the Agreement) includes the attachments below:

1. Letter Supplement: Exhibit A – Gadsby Special Lighting Area
2. Exhibit B: Operating Agreement – City of Alexandria



EXHIBIT A

VIRGINIA ELECTRIC AND POWER COMPANY, ALEXANDRIA, VIRGINIA 22314

August 28, 1978

Mr. Douglas Harmon
City Manager
City of Alexandria
Post Office Box 178
Alexandria, Virginia 22314

Dear Mr. Harmon:

LETTER SUPPLEMENT #1
SPECIAL STREET LIGHTING SERVICE
CITY OF ALEXANDRIA, VIRGINIA

It is our understanding that the City of Alexandria (hereinafter called the City) desires that Virginia Electric and Power Company (hereinafter called the Company) provide street lighting consisting of Vepco standard equipment and certain non-standard equipment and services.

1. The Company agrees to install, maintain and replace:
 - a. Gadsby Special Colonial Style 120 volt incandescent luminaire mogul base socket for 6,000 lumen lamp, type V open bottom polycarbonate refractor, 4 stipple acrylic panels and twist lock receptacle. Luminaire finish is flat black. Manufacturer's catalog No. 3PD21691, to be installed on streets solely within the area designated on the attached Exhibit A, titled GADSBY SPECIAL LIGHTING AREA.
 - b. Gadsby Special Colonial style 120 volt high pressure sodium luminaire with reactor ballast (HPF) for 55 volt lamp, mogul base socket for 100 watt 8,000 lumen lamp, type V open bottom polycarbonate refractor, 4 stippled acrylic panels and twist lock receptacle. Luminaire finish is flat black. Manufacturer's catalog No. 3PD21691-100HPS.
 - c. Luminaires described in 1.a. and 1.b. above shall be installed on Gadsby Special pole, steel 12'6" with ladder rest arms, 125 volt 15 amp duplex outlet with spring door cover and an access door in base of pole. Pole finish is flat black. Manufacturer's catalog No. CNA126.

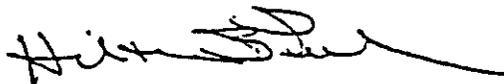
2. Any modifications to fixtures and poles described in 1. above must be approved by the City and the Company.
3. Lighting installations will be Company standard except for the lighting fixtures and poles described in 1. above. Should such lighting fixtures, poles or lamps become unavailable, installations then will be with substitute fixtures and poles acceptable to the City and the Company.
4. The Company agrees to pay the City the following amounts based on latest Vepco standard equipment prices for each new or replacement installation of a fixture (exclusive of lamp) and pole described in 1. above:
 - a. In 1.a., the cost of one 6,000 lumen incandescent street lighting fixture or, if less expensive, the equivalent Company standard Hg vapor (to the nearest lumen rating) Colonial style lighting fixture.
 - b. In 1.b., the cost of one 8,000 lumen HPS Colonial street lighting fixture.
 - c. In 1.c., the cost of one 18' concrete pole.
 - d. The above credit excludes 46 Gadsby special fixtures and 61 Gadsby special poles in the Company's inventory as of August 24, 1978, for which the appropriate credit as described in 4.a, b. and c. above has been given by the Company.
5. The Company agrees to reimburse the City for any amounts paid for special fixtures or poles used as replacements for those rendered unusable by a third party(s), in the event the Company recovers such costs from the third party(s). The Company agrees to use its best efforts to make such recovery but if no recovery is made, the Company shall reimburse the City in such amounts as provided in 4, above.
6. The City agrees to purchase and store at its expense, and at a mutually acceptable location, a perpetual inventory of fixtures and poles of each type described in 1, above for original installations, maintenance and replacement. The Company shall have access to this inventory as necessary in order to provide service. Upon installation, such fixtures and poles become the property of the Company.
7. The City agrees to reimburse the Company for all labor costs to remove existing fixtures described in 1.a. above which have been installed outside the area designated in the attached Exhibit A, as such fixtures are needed by Vepco within said area.

August 28, 1978

8. Outside the area designated in the attached Exhibit A, the Company shall not be obligated to install additional street lighting facilities whenever the total installation cost, based on using standard equipment, exceeds the cost to revenue ratio applicable to such installations. If the cost of installing such facilities is in excess of such amount, the City will pay the Company an amount equal to the excess cost.
9. Upon receipt of written authorization from the City, the Company agrees to expedite purchase orders for materials, complete new installations and maintain and replace existing installations, all in keeping with good engineering and operating practice, but it is understood that commitments will be subject to manufacturer's lead times for purchasing and the Company's work scheduling requirements.
10. Lighting service will be provided in accordance with the latest agreement for electric service executed by the City and the Company. Upon execution of a new agreement for electric service, rates therein shall apply to this lighting service.

If the conditions set forth above are agreeable to the City, please sign, date and return a copy of this letter to the Company. By mutual agreement, this Letter Supplement will become a part of our Agreement dated July 12, 1977, and any subsequent agreements for electric service, and will be controlled by all consistent provisions therein, but in any event, this Letter Supplement may be terminated by either party upon ninety (90) days written notice to the other party after five (5) years from the effective date stated below.

Sincerely,



Hilton B. Peel
District Manager

ACCEPTED:

City of Alexandria

BY: Douglas Harmon

TITLE: City Manager

EFFECTIVE DATE: AUGUST 29, 1978

EXHIBIT A-1

LETTER SUPPLEMENT
SPECIAL STREET LIGHTING SERVICE - ALEXANDRIA, VIRGINIA



GADSBY SPECIAL LIGHTING
AREA

SCALE

POTOMAC RIVER

OPERATING AGREEMENT

THIS AGREEMENT between the CITY OF ALEXANDRIA, a municipal corporation of Virginia (hereinafter the "City"), and VIRGINIA ELECTRIC AND POWER COMPANY (hereinafter the "Company") provides a mechanism for the parties to address matters of mutual concern regarding operation of the Company's Facilities, as that term is defined in the ordinance enacted by the Alexandria City Council on June 13, 1992, providing certain franchise rights to the Company (hereinafter the "Franchise Ordinance"), within the City of Alexandria, Virginia (hereinafter "Alexandria"), and is intended to supplement the Franchise Ordinance.

Coordination of Construction

WHEREAS, it is in the best interests of both the City and the Company to coordinate the timing and scheduling of major construction activities which may impact upon the plans and/or projects of the other party;

NOW, THEREFORE, the parties agree as follows:

A. The Company shall submit annually to the City, by a date agreed to by the parties, a written description of all major construction projects the Company plans to undertake within Alexandria during the following 12 months, including but not limited to projects involving transmission lines, substations and major distribution improvements.

B. The City shall provide annually, by a date agreed to by the parties, a written description of all major construction projects the City plans to undertake within Alexandria, including but not limited to major buildings and facilities, street and highway projects and city underground facilities (water, sewer, etc.), which may affect any Facilities of the Company.

II. Reliability and Maintenance

WHEREAS, it is in the best interests of both the City and the Company to assure all customers the most reliable level of service achievable consistent with a balancing of environmental concerns and prudent economic scheduling of maintenance:

NOW, THEREFORE, the parties agree as follows:

A. Service Availability

1. The Company shall maintain the Facilities in good operating condition, and shall make improvements to the Facilities where appropriate.

2. Since the "average service availability index" for the service district has been maintained at a level of 99.98% or higher in recent years, it shall be the goal of the Company,

throughout the term of this Agreement, to achieve an "average service availability index" of at least 99.98%. "Average service availability index" shall mean the ratio of the total number of customer hours during which electrical service is available in any 12-month period to the total number of customer hours demanded in the same period, where: (i) the number of customer hours demanded in a 12-month period is the average number of customers in Alexandria served by the Company in the period times 7,760; and (ii) service is considered "available" to a customer whenever electric power flows in a free and uninterrupted manner to the customer's meter, or whenever there is a Company-planned power outage of which the customer has been informed in advance by the Company and which is made necessary by construction, installation, repair or similar activities of the Company.

3. The Company shall meet with the City on a quarterly basis throughout the term of this Agreement. At these quarterly meetings, the Company and the City shall have the following responsibilities:

(a) The Company shall report on its plans for maintenance, repair and improvement projects within Alexandria.

(b) The Company shall present and discuss data showing the "average service availability index" for the 12-month period preceding the start of the quarter in which the meeting takes place.

(c) The Company shall report on any "substantial outage" that occurred within Alexandria during the prior quarter and, in connection with each such outage, shall identify its causes, the actions taken to date by the Company to ensure that a similar outage in the same area of Alexandria does not occur again, and any subsequent actions which the Company intends to undertake to ensure that a similar outage in the same area of Alexandria does not again occur. For purposes of this subsection, "substantial outage" shall mean any of the following:

(i) a single outage effecting an entire circuit within Alexandria, or the entire portion of a circuit within Alexandria, which causes the circuit or the portion of a circuit to be without power for more than two consecutive minutes; (ii) a single outage which causes more than 100 customers in Alexandria to be without power for more than six consecutive hours; or (iii) three or more outages occurring in a period of 12 or fewer consecutive months which cause any number of customers in Alexandria to be without power for more than two consecutive minutes and which are caused by one or more faults in any span of underground or overhead conductor or by any other factor that has been identified by the Company.

(d) The City shall advise the Company of any complaints it has received and of any evidence it has obtained

uring the prior quarter of, or of what appear to be, substantial outages," and shall provide to the Company the information it possesses regarding such outages.

B. Tree Trimming and Removal

1. The Company and the City will discuss, as part of their quarterly meetings to be held pursuant to section A, the Company's tree trimming and tree maintenance program for the upcoming quarter. The Company's tree trimming and maintenance program for the quarter shall be submitted to and reviewed and approved by the City arborist. The arborist shall approve a quarterly program if it complies with all applicable ordinances, rules and regulations of the City, with all applicable standards set forth in the National Arborculture Code and the National Electric Safety Code, and with all guidelines mutually agreed to by the City and the Company, including those which address conflicts between standards in the codes identified in this sentence.

2. The Company will not perform any tree trimming or tree removal on City rights-of-way without a City permit authorizing the trimming or removal. In addition, any tree trimming and removal by the Company shall be in accordance with all applicable ordinances, rules and regulations of the City, with all applicable standards set forth in the National Arborculture Code and the National Electric Safety Code, and with all guidelines mutually agreed to by the City and the Company, including those intended to address conflicts between the two codes identified in this sentence, and shall be in cooperation with the City arborist.

3. The City shall cooperate with the Company in its efforts to schedule tree trimming and other maintenance activities in a cost-effective manner and will not arbitrarily withhold required permits or other authorizations required for such work.

4. Nothing in this section B shall be construed as hindering either party from taking appropriate steps to prepare for, and from conducting itself properly during, emergencies or as hampering the prompt restoration of service during outages caused by accidents, emergencies, storms, floods or other natural or man-made disasters.

5. The Company shall provide advance notice, in person or in writing, to appropriate residents within the City of any major tree trimming activities that are planned by the Company, whether the activities are to occur on public or private property. For purposes of this subsection, "appropriate residents" shall include individuals who reside along the route of the planned tree trimming.

III. Customer Service and Citizens Assistance

WHEREAS, it is in the best interests of City and the Company to assure fair and equitable treatment of all customers, and to keep open the channels of communication; and

WHEREAS, the Company has on file the State Corporation Commission terms and conditions for the provision of electric service to all its customers, a customer service department to conduct its business dealings with customers, and a customer relations department to deal effectively with special requests, customer complaints and other extraordinary situations; and

WHEREAS, the City has in place an established office of citizens assistance to handle inquiries from citizens, complaints, and special requests.

NOW, THEREFORE, the parties agree as follows:

A. That the rates, tariffs, terms and conditions on file with and approved by the Virginia State Corporation Commission (hereinafter the "SCC") provide a basic framework that assures fair and equitable treatment of all customers, and that any proposed change in the rates, tariffs, or the terms and conditions on file with the SCC should be dealt with through the existing regulatory framework.

B. The Company and the City's office of citizens assistance shall continue to cooperate on matters of mutual concern, including inquiries, complaints, and special requests from residents of the City.

C. The Company shall notify the director of the City's Department of Transportation and Environmental Services, or successor department, of any substantial outage, of any voltage variation that exceeds the tolerances set forth in the terms and conditions on file with the SCC, and of any other significant event that will adversely affect service in any major area of the City, whether planned or unplanned. The Company shall also provide the City with an unpublished telephone number to the Company's Emergency Restoration Center to allow access during any outage. For purposes of this section, "substantial outage" shall mean any outage effecting more than 500 customers for more than 30 minutes, whether planned or unplanned.

D. The Company shall notify radio stations and newspapers published in the City of any substantial outages, as defined in this section, to help keep the public informed about the outages, the reasons for the outages and their probable duration.

E. The Company shall provide to the City, upon the City's written request, copies of any written complaints that have been

mitted to the Company by customers during the prior 12 months, as long as the customer has authorized such release of the complaint.

F. With respect to all of the activities it undertakes in and with respect to all of its Facilities located within Alexandria, the Company shall comply with all applicable federal, state and City statutes and codes, ordinances (including ordinances relating to site plans, special use permits and other zoning requirements), rules, regulations, standards and orders, and shall provide written reports of such compliance to the City, upon written request of the City.

V. Distribution and Service Facilities

WHEREAS, it is in the best interests of the Company and the City to assure reliable operation of the customer utility services and the Company's distribution facilities, whether above-ground or underground, which are now in place in the City and those which will be constructed in the future, and to provide for the further undergrounding of existing customer utility services and distribution facilities;

NOW, THEREFORE, the parties agree as follows:

A. All underground facilities that the Company installs shall consist of the most appropriate and/or advanced materials and technology. The characteristics of the underground facilities to be installed and the conditions of the soil in which the facilities are to be installed will be considered in determining whether direct burial, duct bank or conduit is most appropriate.

B. Any section of underground conductor that sustains repeated failures shall be scheduled by the Company for replacement on a priority basis, unless the Company determines and the City concurs that the reasons for the failures and the location of the conductor are such that the likelihood of future failures is so small that replacement of the conductor is not warranted. For purposes of this section, repeated failures shall mean three or more failures in any 12-month period. Any such repeated failures shall be reported by the Company in its quarterly meetings with the City under section A(2) of part II.

C. In areas of the City served by underground distribution lines, the Company shall tie the primary underground circuit conductors together with one or more other primary circuits, whether above-ground or underground, by electrical operating devices or loops, rather than radial feed, consistent with prudent engineering, economic and operating practices. In planning for and undertaking these activities, the Company shall give priority to the more densely developed areas of the City and

to those areas of the City where repeated outages have occurred. Each year during the term of this Agreement, the Company shall, as part of its annual description of major construction projects required by section A of part I, identify the activities it will undertake under this subsection.

D. All new "customer utility services," as defined on the effective date of this Agreement in section 5-3-1 of The Code of the City of Alexandria, 1981, as amended, and as may be further amended from time to time (hereinafter the "City Code"), shall be placed underground by the Company, and such undergrounding shall be in accordance with applicable portions of the terms and conditions that the Company has on file with the State Corporation Commission, with applicable portions of the Company's agreements with non-jurisdictional customers and with applicable provisions of chapter 3, title 5 of the City Code, as those provisions may from time to time be amended.

E. All existing overhead customer utility services which are relocated to a new service location, which are converted from single-phase to three-phase service or which are supplied by a distribution facility that has been undergrounded shall be placed underground by the Company, and such undergrounding shall be in accordance with applicable portions of the terms and conditions that the Company has on file with the State Corporation Commission, with applicable portions of the Company's agreements with non-jurisdictional customers and with applicable provisions of chapter 3, title 5 of the City Code, as those provisions may from time to time be amended.

F. Existing overhead customer utility services may be repaired, replaced and increased in capacity and/or voltage by the Company, without being placed underground, in accordance with applicable provisions of chapter 3, title 5 of the City Code.

G. Existing overhead distribution conductors may be repaired, replaced and increased in capacity or otherwise supplemented by increasing conductor size and/or the number of conductors, and/or by converting to a higher distribution voltage, without being placed underground, in accordance with chapter 3, title 5 of the City Code; provided, that any conductors added to overhead distribution conductors after June 13, 1973, shall be undergrounded, at the Company's sole expense, at the same time that the conductors to which they were added, or replacement conductors, are undergrounded.

H. Subject to the provisions of section I below, all new distribution conductors shall be placed underground by the Company, and such undergrounding shall be in accordance with applicable portions of the terms and conditions that the Company has on file with the State Corporation Commission and with applicable provisions of chapter 3, title 5 of the City Code.

I. New or additional distribution conductors which parallel existing overhead distribution conductors may be installed overhead by the Company pursuant to a waiver granted by the Alexandria City Council under section 5-3-4 of the City Code, as that section may be amended from time to time; provided, that any such additional distribution conductors which are placed overhead shall be placed underground by the Company at the same time that the parallel overhead conductors, which existed when the additional circuits were installed, are placed underground. The Company shall notify the City in advance of seeking a waiver for any such additional distribution conductors .

J. Existing overhead transformers may be increased in capacity by the Company and remain in the overhead system.

K. No new or additional overhead transformers may be added to any circuit, except where necessary to correct existing inadequate service conditions and where approved by the City. The Company shall notify the City in advance of any such new or additional transformers.

L. In order to limit the increase in the number of pole-mounted transformers and future costs to both the City and the Company, the City, when approving site plans or special use permits, will require property owners and developers to provide to the Company an easement or right-of-way for pad-mounted transformers, or it will make a good faith effort to provide a location for the pad-mounted transformers on a public right-of-way and/or on public property. In cases where site plan approval and special use permits are not required and where there is no physical location on the developer's property, the City will make a good faith effort to provide a location of its choice which is acceptable to the Company for pad-mounted transformers. When appropriate or necessary, as determined by the City, transformers may be installed inside a building, in a vault constructed by the developer in accordance with the Virginia Uniform Statewide Building Code, applicable building regulations of the City and the Company's requirements.

What about switches?

M. Nothing in this Agreement is intended to erode the Company's right to design, build and operate its electric distribution system using, with respect to the appropriateness of materials, methods and design in specific applications, its best business judgment and the most appropriate engineering practices.

V. Cogeneration Facility

WHEREAS, a cogeneration facility is now located within the limits of Alexandria and it is conceivable that the City may, at some time in the future, acquire an ownership interest in that facility and in other cogeneration facilities which may, in the future, be located within the limits of Alexandria; and

WHEREAS, it is the desire of the City, in the event it acquires an ownership interest in one or more such cogeneration facilities, to provide some or all of the electric power produced by such facilities to the Company, at no cost to the Company, in exchange for a like amount of power supplied by Company, to designated City facilities, at no cost to the City; and

WHEREAS, the Company is not currently in a position to reach an agreement in this area, but is willing to commit to discussions regarding the provision of transmission service to the City in accordance with the paragraph below;

NOW, THEREFORE, the parties agree that, if the City acquires an ownership interest in, or rights to the power of, one or more cogeneration facilities, and if the Company is required by state and federal law, or has determined, to provide transmission service for end-use customers, then the parties will negotiate in good faith concerning the Company's provision of this service to the City.

VI. Street Light Fixtures and Special Poles

WHEREAS, by special agreement dated August 28, 1978, the Company and the City made arrangements for the installation and maintenance of certain non-standard street light fixtures and special poles; and

WHEREAS, the incandescent portion of such lights are difficult to maintain;

NOW, THEREFORE, the parties agree that the Company will, over the next five years, replace all of the incandescent fixtures located in the City of Alexandria as of the effective date of this Agreement with 8,000 lumen, high pressure sodium vapor fixtures, with the Company bearing the cost of the on-site labor necessary to install the new fixtures, and the City bearing the cost to acquire the new fixtures; provided, that nothing in this part shall require the City to replace any or all existing incandescent fixtures with sodium vapor fixtures, but only those incandescent fixtures that the City elects to replace.

VII. Underground Conversions

WHEREAS, chapter 3, title 5 of the City Code, which relates to underground utilities, currently provides for the undergrounding of customer utility services and overhead distribution conductors, and for related matters; and

WHEREAS, §§ 5-3-2, 5-3-3 and 5-3-25 of the City Code currently provide that the cost of undergrounding customer utility services and overhead distribution conductors shall be

aid as agreed between the City and the utility company which furnishes the customer utility services; and

WHEREAS, the Company and the City desire to cooperate, on a shared-cost basis, in developing and implementing a plan for the undergrounding of the overhead customer utility services and the overhead distribution conductors located in a 36-block historic area that lies within the City's Old and Historic Alexandria District; and

WHEREAS, the Company and the City desire to rescind a previous agreement between the Company and the City, effective September 1, 1981, that addressed the sharing of the costs of undergrounding overhead customer utility services and overhead distribution conductors within Alexandria, and to replace such agreement with the provisions set out in this part VII;

NOW, THEREFORE, notwithstanding any provisions of this agreement to the contrary, the parties agree as follows:

A. Undergrounding in 36-Block Area Within the Old and Historic Alexandria District

1. Prior to December 31, 1992, the Company and the City shall negotiate a plan for a new underground distribution system within the 36-block area bounded by the centerlines of King, South Union, Franklin and South Washington Streets in Alexandria, which area contains a significant number of registered historic landmarks and falls within the City's Old and Historic Alexandria District. The plan (hereinafter the "Plan") shall provide for the removal of all overhead distribution facilities (i.e., all overhead customer utility services and overhead distribution conductors, and all appurtenant equipment) from the public streets and rights-of-way (but not necessarily the alleys) that are located in this 36-block area, and for the installation of a complete underground distribution system, including conduits, duct banks, manholes, conductors, transformers, and appurtenant equipment and facilities, in the area. The Plan shall divide the undergrounding work to be performed in the 36-block area into a number of specific projects.

2. In conjunction with the preparation and implementation of the Plan, the City shall:

(a) Participate in the definition of each project, including its scope and objectives;

(b) Provide, at its own cost, permits, easements and other appropriate interests in public rights-of-way or other public property where necessary for the installation of the new underground facilities and appurtenant equipment;

(c) Provide, at its own cost, finished construction plans of duct banks and other below-grade structures in the new distribution system to minimize conflict with existing and proposed utilities in the area; provided, that such plans shall be subject to the review and approval of the Company;

(d) Provide, at its own cost, and install, through its own personnel or a third party retained pursuant to subsection 6 of section B of this part and at its own costs, all conduit, duct banks (including the provision of reasonable splices), manholes (except as otherwise provided in subsection (e) of this section), splice boxes, pads, foundations and other structures that are required for the installation of underground facilities in the new distribution system other than those which the Company is required to provide and/or install under subsection 3 below, all in accordance with specifications provided by the Company which themselves shall be in accordance with prudent utility practices. The City's installation work under this paragraph shall be subject to a final inspection before final acceptance by the Company. The Company shall accept the City's work if it conforms to the Company's specifications.

(e) Provide and install, at its own cost, all new customer service entrance conduit required in the new distribution system and make, at its own cost, all necessary changes in meter bases to accept underground services; provided, that nothing in this Agreement shall preclude the City from passing to the actual consumers of the Company's power the expenses it incurs pursuant to this paragraph;

(f) Provide, install and maintain, at its own cost, all required screening of the above-ground facilities installed as part of the new distribution system; provided, that such screening shall not impede reasonable access by the Company to the above-ground facilities; and

(g) Open and repave, at its own cost, any street and sidewalk whose opening or repaving, or both, is made necessary by undergrounding work undertaken under this section.

3. In conjunction with the preparation and implementation of the Plan, the Company shall:

(a) Participate in the definition of each project, including its scope and objectives;

(b) Provide, at its own cost, the engineering of the new distribution system, other than the engineering involved in the preparation of the construction plans to be provided by the City pursuant to subsection 2(c), above;

(c) Provide and install, at its own cost, all underground conductors required in the new distribution system;

(d) Provide and install, at its own cost, all transformers, switches and protective devices required in the new distribution system;

(e) Provide, at its own cost, to the City all manhole frames and covers required in the new distribution system;

(f) Provide, at its own cost, all the labor and material required for the terminating and splicing of all new underground conductors in the new distribution system;

(g) Provide, at its own cost, all the labor and material required for all overhead rearrangements and removals in the new distribution system; and

(h) Pay for all expenses incurred in conjunction with or arising from any betterment work undertaken along with the non-betterment work performed under this section A.

*Definition
of
Betterment*

4. All new electrical facilities installed by the City or the Company pursuant to this section A shall be designed by the Company using appropriate and accepted industry standards compatible with the Company's existing system and construction practices and following generally accepted engineering practices. Any non-standard equipment requested by the City will be considered by the company. If such non-standard equipment is acceptable to the Company, the City shall pay the amount, if any, by which the actual installed cost of the non-standard equipment exceeds the estimated installed cost of the standard equipment.

5. New street lighting installed in conjunction with the new underground distribution facilities provided pursuant to this section A shall be provided in accordance with the agreement for the purchase of electric service between Virginia municipalities and counties and the Company, or a successor company, that applies in Alexandria at the time of the installation and, if no such agreement exists, in accordance with the mutual agreement of the parties.

6. Notwithstanding any provisions of this Agreement to the contrary, in the event the Alexandria City Council does not appropriate any funds in a year for the City to perform undergrounding work in conjunction with an underground project defined in or pursuant to the Plan, then the Company shall not be required in that year to perform any undergrounding work in conjunction with that project; provided, that if the City has appropriated funds for the project in a prior fiscal year, this subsection shall not relieve the Company from performing the

underground work it is to undertake in conjunction with the project.

B. Undergrounding Outside of 36-Block Area in the Old and Historic Alexandria District

1. As to the undergrounding of customer utility services and overhead distribution conductors that are located in Alexandria outside of the 36-block area described in section A of this part, such undergrounding shall occur in any year during the term of this Agreement in which funds for such undergrounding have been appropriated by the Alexandria City Council. In the event such funds are appropriated in a year, the Company and the City shall agree on the location and the amount of undergrounding that is to be accomplished during the year and shall undertake their respective obligations as set out in subsections 2 and 3 below.

2. In conjunction with the undergrounding to be undertaken pursuant to this section of part VII, the City shall:

(a) Work in good faith with the Company each year to reach an agreement on the scheduling and amount of the undergrounding to be accomplished;

(b) Provide, at its own cost, permits, easements and other appropriate interests in public rights-of-way or other public property where necessary for the installation of the new underground facilities and appurtenant equipment;

(c) Provide, at its own cost, final construction plans of duct banks and other below-grade structures to minimize conflict with existing and proposed utilities in the area; provided, that such plans shall be subject to the review and approval of the Company;

(d) Pay for the engineering of the undergrounding work and for the inspection of the undergrounding work itself, which engineering and inspection work will be performed by the Company pursuant to subsection 3(b) below;

(e) Provide, at its own cost, and install, through its own personnel or a third party retained pursuant to subsection 6 of this section and at its own cost, conduit, duct banks (including the provision of reasonable spares), manholes (except as otherwise provided in subsection 3(d) of this section), splice boxes, pads, foundations, conductors, transformers (except as otherwise provided in subsection 3(g)), switches and other protective devices (except as otherwise provided in subsection 3(c) of this section), and other structures, equipment and materials that are required for the undergrounding work, except those structures, equipment and

materials which, under subsection 3 below, the Company is required to provide and/or install. All structure, equipment and materials provided by the City under this subsection shall be in accordance with specifications provided by the Company which themselves shall be in accordance with prudent utility practices. The City's installation work under this paragraph shall be subject to a final inspection before final acceptance by the company. The Company shall accept the City's work if it conforms to the Company's specifications.

(f) Pay for the labor and materials needed for the terminating and splicing of electrical conductors.

(g) Provide and install, at its own cost, all new customer service entrance conduit and make, at its own cost, all necessary changes in meter bases to accept underground services; provided, that nothing in this Agreement shall preclude the City from passing to the actual consumers of the Company's power the expenses it incurs pursuant to this paragraph;

(h) Provide, install and maintain, at its own cost, all required screening of above-ground facilities that are installed as part of the undergrounding; provided, that such screening shall not impede reasonable access by the Company to the above-ground facilities; and

(i) Open and repave, at its own cost, any street and sidewalk whose opening or repaving, or both, is made necessary by undergrounding work undertaken under this section.

3. In conjunction with the undergrounding to be undertaken pursuant to this section of Part VII, the Company shall:

(a) Work in good faith with the City each year to reach an agreement on the scheduling and amount of the undergrounding to be accomplished;

(b) Provide, at City cost, the engineering for the undergrounding, other than the engineering involved in the preparation of the construction plans to be provided by the City pursuant to subsection 2(c) above;

(c) Provide to the City, at City cost, all switches, protective devices and other required electrical equipment and materials;

(d) Provide to the City, at City cost, all manhole frames and covers;

(e) Provide, at City cost, the labor and materials for the terminating and splicing of electrical

conductors;

(f) Provide, at its own cost, all the labor and materials required for all overhead rearrangements and removals;

(g) Provide to the City, at its own cost, all transformers and associated equipment; and

(h) Pay for all expenses incurred in conjunction with or arising from any betterment work undertaken along with the non-betterment work performed under this section B.

4. All new electrical facilities installed by the City or the Company pursuant to this section B shall be designed by the Company using appropriate and accepted industry standards compatible with the Company's existing system and construction practices and following generally accepted engineering practices. Any non-standard equipment requested by the City will be considered by the Company. If such non-standard equipment is acceptable to the Company, the City shall pay the amount, if any, by which the actual installed cost of the non-standard equipment exceeds the estimated installed cost of the standard equipment. Facilities
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5. New street lighting installed in conjunction with undergrounding undertaken pursuant to this section B shall be provided in accordance with the agreement for the purchase of electric service between Virginia municipalities and counties and the Company, or a successor company, that applies in Alexandria at the time of the installation and, if no such agreement exists, in accordance with the mutual agreement of the parties.

6. Notwithstanding any provision in this Agreement to the contrary, the following provisions shall apply to any underground conversions performed under this part VII:

(a) Subject to the provisions of subsection 6(b), the City, in its discretion, may directly contract with third parties to perform the civil (e.g., the opening and closing of streets, and the installation of conduit, duct banks, manholes, splice boxes, pads and similar structures, equipment and materials) and the electrical (e.g., the pulling of conductor and the installation of switches and transformers) aspects of any undergrounding work to be performed under this part VII. Such work, when performed by a third party contractor, shall be performed in accordance with Company engineering drawings and published construction standards, and any third party performing any electrical aspect of the undergrounding work shall be approved by the Company in advance of performing the work. Final acceptance of the any work undertaken by a third party retained by the City shall be subject to the Company's inspection and to compliance with Company drawings and standards.

(b) In the event the City decides to contract with a third party to perform any portion of the electrical (e.g., the pulling of conductor and the installation of switches and transformers) aspect of undergrounding work to be performed under this part VII, it shall notify the Company of its decision, of the work that the third party will perform and of the approximate date on which the work to be performed by the third party will begin. The Company shall have 30 days following the date of the City's notice to determine whether the work described in the notice can be performed by employees of the Company. If the Company notifies the City within the 30-day period that Company employees can perform the work described in the notice, then the City may not contract with any third party to perform the work, and the work shall be performed by Company employees and paid for by the City. Notwithstanding the above, this subsection 6(b) shall not apply to any undergrounding work on, in or along Mt. Vernon Avenue in Alexandria since, as of the effective date of this Agreement, the planning for such work has largely been finalized, and funding for the work is contained in the City's capital improvement program.

7. Notwithstanding any provisions of this Agreement to the contrary, in the event the City does not appropriate any funds in a year for the City to perform undergrounding work pursuant to this section B, then the Company shall not be required in that year to perform any undergrounding work to which it had not previously agreed pursuant to subsection 3(a) above.

VIII. Miscellaneous

A. This Agreement supersedes and replaces the agreement between the City and the Company, effective September 1, 1981, which addressed the sharing of the costs of undergrounding customer utility services and distribution lines within Alexandria between the City and the Company.

B. The effective date of this Agreement shall be July 1, 1992, which is also the effective date of the Franchise Ordinance.

C. The term of this Agreement is 30 years; provided, that, the Agreement shall terminate, without any action by the City or the Company, upon the termination of the Franchise Ordinance in the event that the Franchise Ordinance terminates prior to the end of the term of this Agreement.

D. This Agreement may be amended only by the parties upon their mutual consent and as evidenced by a written amendment approved by the Alexandria City Council and executed by authorized representatives of the City and Company. Unless and until so amended, the Agreement shall continue in full force and effect, subject to the provisions of section C above.

E. This Agreement is subject to all applicable laws, statutes, ordinances, rules and regulations of the United States, the Commonwealth of Virginia and the City of Alexandria, including any amendments or additions thereto made after the effective date of the Agreement. The City shall give notice to the Company in advance of any proposed changes in local law affecting this Agreement.

F. The parties agree that the enforcement of any provisions of this Agreement may be sought by either party in the Circuit Court for the City of Alexandria, except those provisions which address a matter over which the State Corporation Commission has exclusive jurisdiction. In the event either party substantially prevails in an action in said circuit court brought to enforce one or more provisions of this Agreement, that party will be entitled to an order requiring the non-prevailing party to pay the attorneys' fees and expenses reasonably incurred by the prevailing party in conjunction with the action.

G. The provisions of this Agreement are not intended to limit the authority of the State Corporation Commission as to matters within its jurisdiction.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Agreement to be executed by the duly authorized officers of their respective corporations.

Attest

By:

Beverly L. Jett
City Clerk

CITY OF ALEXANDRIA, a
corporation of Virginia

By:

Volva Lawson
Volva Lawson
City Manager

Date:

June 12, 1992

VIRGINIA ELECTRIC AND POWER
COMPANY, a Virginia Corporation
doing business as VIRGINIA POWER

Attest

By:

Lawrence L. Johnson
Witness

By:

Earl R. Gore
Earl R. Gore
Vice President

Date: 6/12/92