

ATTACHMENT B

**RATE SCHEDULES EFFECTIVE
APRIL 1, 2011
THROUGH AND INCLUDING
JUNE 30, 2014**

**RIDERS EFFECTIVE APRIL 1, 2011
THROUGH AND INCLUDING JUNE 30, 2014**

**TERMS AND CONDITIONS
EFFECTIVE APRIL 1, 2011
THROUGH AND INCLUDING JUNE 30, 2014**

SCHEDULE 100

(Continued)

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

MISCELLANEOUS LIGHT AND POWER SERVICE

II. MONTHLY RATE (Continued)

B. Demand Billing (Continued)

2. Electricity Supply (ES) Service Charges

a. Electricity Supply Energy Charge

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

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

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

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

III. NON-DEMAND BILLING VS. DEMAND BILLING

A. The non-demand billing charges of Paragraph II.A. apply to 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.B. 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.

(Continued)

SCHEDULE 100

(Continued)

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

MISCELLANEOUS LIGHT AND POWER SERVICE

V. PAYMENTS

Bills are due and payable from the billing date as provided in Section 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.
- B. The Customer assumes all responsibility for such festoon or other decorative lighting installations.

SCHEDULE 102

MUNICIPAL AND COUNTY

TRAFFIC CONTROL SERVICE

I. APPLICABILITY

This schedule is applicable to Electricity Supply Service and Electric Delivery Service for traffic control signals for any municipality or county, or board, agency or authority thereof.

II. MONTHLY RATE

A. Distribution Service Charges

1. Basic Customer Charge

- a. For Metered Service \$5.66 per Billing Month per Meter
- b. For Unmetered Service \$2.06 per Billing Month

2. Distribution Energy Charge

All kWh @ 0.801¢ per kWh

B. Electricity Supply (ES) Service Charges

1. Electricity Supply Energy Charge

All ES kWh @ 3.293¢ per kWh

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

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

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

III. PAYMENTS

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

(Continued)

SCHEDULE 102

(Continued)

MUNICIPAL AND COUNTY

TRAFFIC CONTROL SERVICE

IV. SIGNALS ARE RESPONSIBILITY OF CUSTOMER

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

V. METERED SERVICE VERSUS UNMETERED SERVICE

Metered service shall be required for any traffic service facilities installed at an intersection where no traffic control facilities were in place before July 1, 2007. By way of example and not limitation, a new installation consists of installing facilities at an intersection that has no facilities as of July 1, 2007.

SCHEDULE 110

(Continued)

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

ALL-ELECTRIC SERVICE AND DUAL FUEL SYSTEMS

II. MONTHLY RATE (Continued)

B. Demand Billing

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

1. Distribution Service Charges

a. Basic Customer Charge \$5.66 per Billing Month per Meter

b. Distribution Energy Charge

All kWh @ 1.103¢ per kWh

2. Electricity Supply (ES) Service Charges

a. Electricity Supply Energy Charge

1) For the summer billing months of June through September:

First 150 kWh per kW @ 4.677¢ per kWh

Next 150 kWh per kW @ 3.577¢ per kWh

Next 150 kWh per kW @ 2.940¢ per kWh

Additional kWh @ 2.294¢ per kWh

2) For the base billing months of October through May:

First 150 kWh per kW @ 4.163¢ per kWh

Next 150 kWh per kW @ 3.065¢ per kWh

Next 150 kWh per kW @ 2.427¢ per kWh

Additional kWh @ 1.779¢ per kWh

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

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

(Continued)

SCHEDULE 110

(Continued)

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

ALL-ELECTRIC SERVICE AND DUAL FUEL SYSTEMS

III. NON-DEMAND BILLING VS. DEMAND BILLING

- A. The non-demand billing charges of Paragraph II.A. apply to 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.B. 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

(Continued)

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

WATER PUMPING, SEWAGE PUMPING AND SEWAGE DISPOSAL 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.

SCHEDULE 122

(Continued)

MUNICIPAL, COUNTY, HOUSING AND OTHER AUTHORITIES

TIME-OF-USAGE SERVICE

III. DETERMINATION OF ON-PEAK ELECTRICITY SUPPLY 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.

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

II. 30-DAY RATE

A. Distribution Service Charges

1.	Basic Customer Charge per Billing Month	\$78.50
2.	Distribution Demand Charge	
a.	Primary Voltage Customer	
	First 700 kW of Distribution Demand (per kW)	\$2.079
	Next 4,300 kW of Distribution Demand (per kW)	\$1.663
	Additional kW of Distribution Demand (per kW)	\$1.431
b.	Secondary Voltage Customer	
	First 700 kW of Distribution Demand (per kW)	\$3.068
	Next 4,300 kW of Distribution Demand (per kW)	\$2.455
	Additional kW of Distribution Demand (per kW)	\$2.112
3.	rkVA Demand Charge	
	All rkVA of Demand (per rkVA)	\$0.165

B. Electricity Supply (ES) Service Charges

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

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

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

(Continued)

SCHEDULE 130

(Continued)

MUNICIPAL AND COUNTY

LARGE MISCELLANEOUS LIGHT AND POWER SERVICE

II. 30-DAY RATE (Continued)

D. The minimum charge shall be as much as may be contracted for pursuant to Section VII 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.1., and B.2., above.

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

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

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

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

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

(Continued)

SCHEDULE 130

(Continued)

MUNICIPAL AND COUNTY

LARGE MISCELLANEOUS LIGHT AND POWER SERVICE

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

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

IV. DETERMINATION OF DISTRIBUTION DEMAND

The Distribution Demand shall be billed only where the service voltage is less than 69 kV. The kW of demand billed under 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 Electricity Supply 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 Distribution Demand Charge, the Electricity Supply Demand Charge, the Electricity Supply Adjustment Demand Charge, the rkVA Demand Charge, and the quantity of kWh in the first two blocks of the Electricity Supply kWh Charge, and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

VII. PAYMENTS

Bills are due and payable from the billing date as provided in Section 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 provide. Standby, maintenance or parallel operation service is subject to the following provisions:

- A. Suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with 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. DEFINITION OF TRANSMISSION, PRIMARY, AND SECONDARY VOLTAGE CUSTOMER

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

(Continued)

SCHEDULE 130

(Continued)

MUNICIPAL AND COUNTY

LARGE MISCELLANEOUS LIGHT AND POWER SERVICE

XI. TERM OF CONTRACT

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

SCHEDULE 131

MUNICIPAL AND COUNTY

THERMAL STORAGE

I. APPLICABILITY

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

II. 30-DAY RATE

A. Distribution Service Charges

1.	Basic Customer Charge per Billing Month	\$78.50
2.	Distribution Demand Charge	
	a. Primary Voltage Customer	
	First 700 kW of Distribution Demand (per kW)	\$2.079
	Next 4,300 kW of Distribution Demand (per kW)	\$1.663
	Additional kW of Distribution Demand (per kW)	\$1.431
	b. Secondary Voltage Customer	
	First 700 kW of Distribution Demand (per kW)	\$3.068
	Next 4,300 kW of Distribution Demand (per kW)	\$2.455
	Additional kW of Distribution Demand (per kW)	\$2.112
3.	rkVA Demand Charge	
	All rkVA of Demand (per rkVA)	\$0.165

B. Electricity Supply (ES) Service Charges

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

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

(Continued)

SCHEDULE 131

(Continued)

MUNICIPAL AND COUNTY

THERMAL STORAGE

II. 30-DAY RATE (Continued)

- D. The minimum charge shall be such as may be contracted for pursuant to Section VII 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.1., and B.2., above.

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

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

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

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

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

(Continued)

SCHEDULE 131

(Continued)

MUNICIPAL AND COUNTY

THERMAL STORAGE

IV. DETERMINATION OF DISTRIBUTION DEMAND

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

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

V. DETERMINATION OF RKVA DEMAND

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

VI. METER READING AND BILLING

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

VII. PAYMENTS

Bills are due and payable from the billing date as provided in Section 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.

(Continued)

SCHEDULE 131

(Continued)

MUNICIPAL AND COUNTY

THERMAL STORAGE

IX. STANDBY, MAINTENANCE OR PARALLEL OPERATION SERVICE

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

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

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

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

XI. TERM OF CONTRACT

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

SCHEDULE 132

MUNICIPAL AND COUNTY

LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING

I. APPLICABILITY

This schedule is applicable for 500 kW or more of Electricity Supply Service and Electric Delivery Service 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. Distribution Service Charges

1. Basic Customer Charge
Basic Customer Charge per Billing Month \$141.69
2. Distribution Demand Charge
 - a. Primary Voltage Customer
First 5,000 kW of Distribution Demand @ \$1.118 per kW
Additional kW of Distribution Demand @ \$0.842 per kW
 - b. Secondary Voltage Customer
All kW of Distribution Demand @ \$2.855 per kW

B. Electricity Supply (ES) Service Charges

1. Electricity Supply Contract Demand Charge
All kW of Electricity Supply Contract Demand @ \$0.000 per kW
2. Electricity Supply Adjustment Demand Charge
 - a. Primary Voltage Customer
First 5,000 kW of Distribution Demand @ (\$0.215) per kW
Additional kW of Distribution Demand @ (\$0.128) per kW
 - b. Secondary Voltage Customer
All kW of Distribution Demand @ (\$0.770) per kW

(Continued)

SCHEDULE 132

(Continued)

MUNICIPAL AND COUNTY

LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING

III. 30-DAY VARIABLE RATE (Continued)

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

3. Electricity Supply Energy Charge

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

a. For the period May 1 through September 30:

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

b. For the period October 1 through April 30:

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

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

(Continued)

SCHEDULE 132

(Continued)

MUNICIPAL AND COUNTY

LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING

III. 30-DAY VARIABLE RATE (Continued)

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

IV. NOTIFICATION OF DAY CLASSIFICATION

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

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

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

(Continued)

SCHEDULE 132

(Continued)

MUNICIPAL AND COUNTY

LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING

VI. DETERMINATION OF ELECTRICITY SUPPLY ADJUSTMENT DEMAND

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

VII. DETERMINATION OF DISTRIBUTION DEMAND

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

VIII. METER READING AND BILLING

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

IX. SERVICE AVAILABLE

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

X. PARALLEL OPERATION SERVICE

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

(Continued)

SCHEDULE 132

(Continued)

MUNICIPAL AND COUNTY

LARGE MISCELLANEOUS LIGHT AND POWER SERVICE - VARIABLE PRICING

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

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

XII. 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 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 Electricity Supply Service and Electric Delivery Service for the provision of high pressure sodium roadway, directional and area lighting service.

II. MONTHLY RATE

A. Roadway, Directional and Area Lighting Service

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

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

(Continued)

SCHEDULE 150

(Continued)

MUNICIPAL AND COUNTY

ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE HIGH PRESSURE SODIUM

II. MONTHLY RATE (Continued)

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

a. Distribution Service Charge

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

b. Electricity Supply Service Charge

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

(Continued)

SCHEDULE 150

(Continued)

MUNICIPAL AND COUNTY

ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE HIGH PRESSURE SODIUM

II. MONTHLY RATE (Continued)

3. Directional Lighting Service

a. Distribution Service Charge

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

b. Electricity Supply Service Charge

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

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

a. Distribution Service Charge

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

(Continued)

SCHEDULE 150

(Continued)

MUNICIPAL AND COUNTY

ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE HIGH PRESSURE SODIUM

II. MONTHLY RATE (Continued)

b. Electricity Supply Service Charge

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

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

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

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

The sum of the appropriate pole charges in this paragraph and the charges from II.A.1. or 2., above, shall be used to determine the Excess of Four Years' Revenue pursuant to Section III of the Terms and Conditions.

(Continued)

SCHEDULE 150

(Continued)

MUNICIPAL AND COUNTY

ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE HIGH PRESSURE SODIUM

II. MONTHLY RATE (Continued)

6. Availability of Additional Fixtures

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

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

C. Minimum Charge

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

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:
 - 1) in cases where the cable is in customer-owned conduit, 20 calendar days following the Customer's notification to the Company of the completion of any required conduit repair, and
 - 2) 40 calendar days in all other cases.

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

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

(Continued)

SCHEDULE 150

(Continued)

MUNICIPAL AND COUNTY

ROADWAY, DIRECTIONAL AND AREA LIGHTING SERVICE HIGH PRESSURE SODIUM

IV. TERMS AND CONDITIONS (Continued)

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

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

SCHEDULE 151

MUNICIPAL AND COUNTY

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

I. APPLICABILITY

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 Electricity Supply Service and Electric Delivery Service, 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 addition, replacement mercury vapor-lamped luminaires have been unavailable since April 15, 2008. The Company will continue to replace lamps and photo-cells for in-service mercury vapor luminaires installed as of January 1, 1986, as long as mercury vapor lamps continue to be reasonably available from suppliers. Upon failure of an in-service mercury vapor-lamped luminaire ballast or housing, the Company will replace the failed mercury vapor luminaire with a high pressure sodium vapor-lamped luminaire of similar lumen output and light distribution which will be billed under Rate Schedule 150.

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

(Continued)

SCHEDULE 151

(Continued)

MUNICIPAL AND COUNTY

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

II. MONTHLY RATE

A. Roadway, Directional and Area Lighting Service

1. Mercury Vapor (MV)

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

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

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

(Continued)

SCHEDULE 151

(Continued)

MUNICIPAL AND COUNTY

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

II. MONTHLY RATE (Continued)

3. Directional Lighting Service

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

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

4. Incandescent (INC) Lighting Service

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

(Continued)

SCHEDULE 151

(Continued)

MUNICIPAL AND COUNTY

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

II. MONTHLY RATE (Continued)

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

C. Minimum Charge

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

III. PAYMENTS

Bills are due and payable from the billing date as provided in Section 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.

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

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

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

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

(Continued)

SCHEDULE 151

(Continued)

MUNICIPAL AND COUNTY

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

IV. TERMS AND CONDITIONS (Continued)

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

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

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

(Continued)

SCHEDULE 151

(Continued)

MUNICIPAL AND COUNTY

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

IV. TERMS AND CONDITIONS (Continued)

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

If, after receiving notification that the Customer's work is completed (including corrections of unsatisfactory work) the Company in its reasonable 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 Company's system is required or if (b) the Company does not have a reasonable need to maintain the required special safety equipment in the area and must transport its own equipment from a different region of the state.
 - 4. The Customer agrees to continue to pay the monthly charge for a period of five years from the date of the original installation and continuing thereafter until ninety days written notice of termination is given by either 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.a of that schedule.

SCHEDULE 153

MUNICIPAL AND COUNTY

STREET LIGHTING - SPECIAL FIXTURES

If requested by the Customer, the Company shall install special street lighting fixtures and/or poles that 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 Four Years' Revenue plus the applicable Tax Effect Recovery Factor (TERF), pursuant to item 3. in Schedule C attached to the Agreement, for a normal street lighting installation.
 - b. All charges pursuant to Schedule 150 or SMH, as applicable, which apply to a normal lighting installation of the same lamp type (i.e., high pressure sodium, metal halide, etc.) and size, plus all applicable riders.
 - 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 Rate Schedules 150 and SMH.
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 and photo-control (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 Electricity Supply Service and Electric Delivery Service to Customer installed, owned, and maintained street, area or other outdoor lighting facilities which meet the Terms and Conditions of this Schedule. Electric Service provided under this Schedule shall not be used for other purposes.

II. MONTHLY RATE

A. Distribution Service Charges

1. Basic Customer Charge

a. For metered service the Basic Customer Charge is \$5.67

b. For unmetered service the Basic Customer Charge is \$2.06 per Delivery Point.

2. Plus Distribution kWh Charge

All kWh @ 2.673¢ per kWh

B. Electricity Supply (ES) Service Charges

1. Electricity Supply kWh Charge

All ES kWh @ 0.761¢ per kWh

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

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

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

(Continued)

SCHEDULE 154

(Continued)

MUNICIPAL AND COUNTY

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

III. METERED SERVICE VERSUS UNMETERED SERVICE

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

IV. PAYMENTS

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

V. TERMS AND CONDITIONS

- A. Metered service shall be supplied to one Delivery Point. When metered service is provided, the Customer will install, own and maintain an appropriate approved structure to support the Company's metering facilities.
- B. Unmetered service may be supplied to one or more Delivery Points pursuant to Paragraph III. When unmetered service is provided, the Company will connect to the Customer's conductors at the base of the lighting pole in a suitable space which meets the Company's specifications and approval, and the Customer shall not extend power distribution facilities from the light pole. The Customer shall provide, at each Delivery Point, suitable protective devices to protect the Company's facilities from overload. For Electric Service to underpass lighting and illuminated information signs, the location of the Delivery Point shall be as mutually agreed by the Company and the Customer.
- C. 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.

(Continued)

SCHEDULE 154

(Continued)

MUNICIPAL AND COUNTY

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

V. TERMS AND CONDITIONS (Continued)

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

SCHEDULE SGCM

MUNICIPAL AND COUNTY

STANDBY GENERATOR

I. APPLICABILITY

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

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

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

(Continued)

SCHEDULE SGCM

(Continued)

MUNICIPAL AND COUNTY

STANDBY GENERATOR

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

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

III. DETERMINATION OF PAYMENT TO CUSTOMER

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

B. Payment to the Customer may be made in the form of a deduction from billing to the Customer. During billing months where operation of standby generation is not requested by the Company, the customer shall be paid based on the applicable contracted CL. For all other billing months the Customer shall be paid based on the Average Capacity Generated during Company requests. Average Capacity Generated is defined as the total energy generated during period(s) of Company requested operation during the current billing month, divided by the hours of requested operation during the current billing month. For the billing months of November through April, the Customer shall be paid \$1.278 per kW. For the billing months of May through October, the Customer shall be paid \$2.556 per kW.

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

(Continued)

SCHEDULE SGCM

(Continued)

MUNICIPAL AND COUNTY

STANDBY GENERATOR

IV. METERING AND FACILITY INSPECTION

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

V. METER READING, BILLING, AND PAYMENT

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

VI. TERM OF CONTRACT

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

SCHEDULE SGCM-1

MUNICIPAL AND COUNTY STANDBY GENERATOR

I. APPLICABILITY

- 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 Electric Service in accordance with any applicable rate schedule for miscellaneous light and power; all-electric buildings and dual fuel systems; and water pumping, sewage pumping, and sewage disposal service, (2) 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 Electric Service is not available from the Company. Revisions to this schedule may be made in accordance with the provisions in the Agreement of which this Schedule is a part.

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

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

(Continued)

SCHEDULE SGCM-1

(Continued)

MUNICIPAL AND COUNTY STANDBY GENERATOR

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

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

III. DETERMINATION OF PAYMENT TO CUSTOMER

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

(Continued)

SCHEDULE SGCM-1

(Continued)

MUNICIPAL AND COUNTY STANDBY GENERATOR

III. DETERMINATION OF PAYMENT TO CUSTOMER (Continued)

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

IV. METERING AND FACILITY INSPECTION

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

V. METER READING, BILLING, AND PAYMENT

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

VI. TERM OF CONTRACT

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

SCHEDULE SMH

MUNICIPAL AND COUNTY

STREETSCAPE METAL HALIDE SUPPLEMENTAL OUTDOOR LIGHTING RATE

I. APPLICABILITY

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

II. MONTHLY RATE

A. Streetscape Lighting Service

a. Distribution Service Charge

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

b. Electricity Supply Service Charge

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

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

(Continued)

SCHEDULE SMH

(Continued)

MUNICIPAL AND COUNTY

STREETSCAPE METAL HALIDE SUPPLEMENTAL OUTDOOR LIGHTING RATE

II. MONTHLY RATE (Continued)

C. Minimum Charge

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

III. PAYMENTS

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

IV. TERMS AND CONDITIONS

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

(Continued)

SCHEDULE SMH

(Continued)

MUNICIPAL AND COUNTY

STREETSCAPE METAL HALIDE SUPPLEMENTAL OUTDOOR LIGHTING RATE

IV. TERMS AND CONDITIONS (Continued)

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

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

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

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

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

(Continued)

SCHEDULE SMH

(Continued)

MUNICIPAL AND COUNTY

STREETSCAPE METAL HALIDE SUPPLEMENTAL OUTDOOR LIGHTING RATE

IV. TERMS AND CONDITIONS (Continued)

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

SCHEDULE SP

MUNICIPAL AND COUNTY SPECIAL PROVISIONS

This Schedule sets forth special provisions applicable to certain services supplied to the Customer.

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

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

- A. For those services where the Customer owns the transformer(s) with service delivered at the Company's primary distribution voltage normally found in the area:
 1. When the service is billed on the appropriate flat miscellaneous light and power rate schedules (Schedules 100, 110 and 120), only the per kilowatthour charges of (a) the rate schedule and (b) all applicable riders shall be discounted by five percent (5%).
 2. When the service is billed on demand schedules (Schedules 122, 130, 131 and 132), only the per kilowatthour charges of (a) the rate schedule and (b) all applicable riders shall be discounted by two percent (2%).
- B. For those services furnished where the service is used solely to supply a metered service to Customer-owned street lights (i.e., distribution plus entire lighting system) the rate to be charged will be the appropriate pumping rate less a 1/2¢ reduction in the Electricity Supply Energy Off-peak kWh rate for each Electricity Supply kWh metered off-peak. Each applicable kWh used is subject to all applicable riders. The 1/2¢ reduction, referenced above, shall not apply to the rate included in any applicable rider.
- C. The minimum charge shall be such as may be contracted for pursuant to Paragraph VII of the Terms and Conditions of the Agreement of which this Schedule is a part. In no case shall the minimum charge be less than the Basic Customer Charge, as stated in the appropriate rate schedule.

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 provide Electric Service to the Customer at one Delivery Point. The Monthly Facilities Charge will be in addition to the charge for Electric Service 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. Additionally, TERF charges shall no longer apply to the extent revised law eliminates contributions in aid of construction as a component of the Company's taxable income.

4. Minimum Charge for Parallel or Standby Service

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

a. The greater of:

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

or

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

plus the amount determined below, but not less than zero

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

5. Alternate Service Meter Minimum Charge

For alternate service locations billed in accordance with 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 LUMINAIRE
CONVERSION CHARGES

I. APPLICABILITY

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

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

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

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

II. CUSTOMER CHARGE

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

For other requests where the Customer wishes to convert an otherwise functional existing in-service mercury vapor luminaire, to an alternative style standard luminaire, an alternative standard lamp type, or an alternative standard lamp size, and where the replacement luminaire is placed on the same pole or post as the retired luminaire, the Customer charge shall be the total estimated project cost less a \$149.00 conversion credit per luminaire converted. If, however, the net additional four-year revenue (excluding fuel revenue pursuant to Section III of the Terms and Conditions) 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.

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 \$114.90 per hour for each patrolling unit furnished. Such service shall be for such hours and days of the week as agreed upon by the Company and Customer. In the event such patrolling service is furnished, hereunder, each patrol shall give prompt notice of all such lights not properly operating to Company and to Customer (with reasonable identification thereof) and such notice shall satisfy all notice requirements in Paragraph IV.B. of Schedules 150,151, and SMH of the Agreement of which this Schedule is a part. Such patrol rate is subject to adjustment for increased costs by the Company at the beginning of each succeeding year of this Agreement.

FUEL CHARGE RIDER A

MUNICIPAL AND COUNTY

The charge for service under Rate Schedules 100, 102, 110, 120, 122, 130, 131, 132, 150, 151, 154, and SMH shall be increased by 2.705 cents per kilowatthour.

RIDER G - CM

MUNICIPAL AND COUNTY

RENEWABLE ENERGY PROGRAM

I. APPLICABILITY & AVAILABILITY

This Rider is available on a voluntary basis as a companion rate to any Customer who contracts with the Company for the purchase of renewable energy credits (RECs) for all or a portion of the Customer's monthly consumption and who also purchases Electricity Supply Service in accordance with either Schedule 100, 110, 120, 130, 122, 131, or 132.

II. DESCRIPTION OF RECs

All RECs will be Green-e Energy Certified. Green-e Certified RECs frequently, but are not guaranteed to, satisfy applicable requirements of nationally recognized green initiatives, as they exist on January 1, 2010.

III. RENEWABLE ENERGY OPTIONS AND PARTICIPATION LEVELS

This Rider will provide the Customer the option to purchase RECs from generation facilities that use renewable energy resources to produce electricity. The Monthly Rate for RECs (MRR) equals 0.2 cents per kWh. The Company maintains the right to change the MRR at any time, with two month's notice to the Customer.

A. The Rider provides two (2) options. A Customer shall select from one of the following:

1. Option 1

100% of the Customer's monthly consumption is subject to the MRR. The formula for determining the amount that will be billed to a customer is:

Monthly kWh consumption x MRR, or

2. Option 2

A Customer designates his or her level of participation by choosing a fixed dollar contribution per month, in multiples of \$2.00, for the purchase of RECs. The amount that will be billed to a Customer is the multiple selected by the Customer. The amount of RECs purchased by the Customer under this option is determined by the following formula:

Total dollar contribution / MRR

(Continued)

RIDER G - CM

(Continued)

MUNICIPAL AND COUNTY

RENEWABLE ENERGY PROGRAM

III. RENEWABLE ENERGY OPTIONS AND PARTICIPATION LEVELS (Continued)

- B. The charges determined under this Rider shall be in addition to all other charges of the companion rate schedule under which the Customer is also receiving Electricity Supply Service.

IV. TERM OF CONTRACT

The Customer may terminate service under this Rider by giving the Company at least thirty (30) days prior notice. After receiving notice, the Company will terminate service under this Rider effective with, or prior to, the Customer's next meter read date.

RIDER 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 rider 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.

RIDER K

MUNICIPAL AND COUNTY

ELECTRIC COOKING IN EDUCATIONAL FACILITIES

I. APPLICABILITY

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

II. AVAILABILITY REQUIREMENTS

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

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

III. MONTHLY CREDIT

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

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

RIDER L

MUNICIPAL AND COUNTY

GEOTHERMAL HEATING AND AIR CONDITIONING

I. APPLICABILITY

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

II. AVAILABILITY REQUIREMENTS

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

- A. The facility must have a permanently installed qualifying geothermal heating and air conditioning system which was installed on or after July 1, 1994.
- B. The new geothermal system must be either a hybrid system utilizing a boiler and/or cooling tower to supplement an earth-coupled system or a total earth-coupled system.
- C. The system, regardless of its type, must meet the following technical requirements:
 - 1. 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

(Continued)

MUNICIPAL AND COUNTY

GEOTHERMAL HEATING AND AIR CONDITIONING

III. MONTHLY CREDIT

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

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

RIDER R-CM

MUNICIPAL AND COUNTY

BEAR GARDEN GENERATING STATION

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

Rate Schedule	Cents per kWh Charge ¹	\$/kW Charge
<u>Miscellaneous Light and Power</u>		
100	0.127¢/kWh	
110	0.127¢/kWh	
120	0.127¢/kWh	
122	0.127¢/kWh	
130		\$0.388/kW ²
131		\$0.388/kW ²
132	0.117¢/kWh	
<u>Traffic</u>		
102	0.127¢/kWh	
<u>Street Lighting</u>		
150	0.127¢/kWh	
151	0.127¢/kWh	
154	0.127¢/kWh	
SMH	0.127¢/kWh	

¹Applied to all Electricity Supply kWh billed under this Rate Schedule

²Applied to kW of Electricity Supply Demand

RIDER S-CM

MUNICIPAL AND COUNTY

VIRGINIA CITY HYBRID ENERGY CENTER

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

Rate Schedule	Cents per kWh Charge ¹	\$/kW Charge
<u>Miscellaneous Light and Power</u>		
100	0.270¢/kWh	
110	0.270¢/kWh	
120	0.270¢/kWh	
122	0.270¢/kWh	
130		\$0.821/kW ²
131		\$0.821/kW ²
132	0.247¢/kWh	
<u>Traffic</u>		
102	0.270¢/kWh	
<u>Street Lighting</u>		
150	0.270¢/kWh	
151	0.270¢/kWh	
154	0.270¢/kWh	
SMH	0.270¢/kWh	

¹Applied to all Electricity Supply kWh billed under this Rate Schedule

²Applied to kW of Electricity Supply Demand

RIDER T-CM

MUNICIPAL AND COUNTY

TRANSMISSION

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

Rate Schedule	Cents per kWh Charge ¹	\$/kW Charge
<u>Miscellaneous Light and Power</u>		
100	0.345¢/kWh	
110	0.345¢/kWh	
120	0.438¢/kWh	
122		\$1.551/kW ²
130		\$1.035/kW ²
131		\$1.035/kW ²
132		\$1.035/kW ³
<u>Traffic</u>		
102	0.338¢/kWh	
<u>Street Lighting</u>		
150	0.280¢/kWh	
151	0.280¢/kWh	
154	0.280¢/kWh	
SMH	0.280¢/kWh	

¹Applied to all Electricity Supply kWh billed under this Rate Schedule

²Applied to kW of Electricity Supply Demand

³Applied kW of Electricity Supply Contract Demand

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

I. REQUEST FOR ELECTRIC SERVICE

A. For the purposes of this Agreement, the following terms shall be understood to have the meanings as defined below:

1. Customer – A Virginia Energy Purchasing Governmental Association member who has been bound pursuant to Section A.1. of the Agreement
2. Company – Virginia Electric and Power Company doing business as Dominion Virginia Power
3. Electric Delivery Service - distribution service and the delivery of electricity under this Agreement to Customers served at transmission level voltage, and related utility services
4. Electricity Supply Service - generation of electricity and its transmission to the distribution facilities of the Company on behalf of a Customer
5. Electric Service - the provision, by the Company to the Customer, of Electric Delivery Service, Electricity Supply Service, related utility services, and – where applicable – the interconnection of electric generators with the Company
6. Delivery Point - the point where the Company's conductors for delivering Electric Service are connected to the Customer's conductors for receiving Electric Service unless otherwise mutually agreed

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 Electric Service using such materials, the Customer agrees that the initial installation of Electric Service may be delayed due to ordering lead-times and further agrees that repairs and replacements may be delayed due to re-ordering lead-times. The Company agrees that providing timely Electric Service is important and will undertake reasonable efforts to minimize delay.

II. NORMAL ELECTRIC DELIVERY SERVICE

- A. The Company will supply Electric Delivery Service to the Customer at 60 Hertz of the phase and Company-standard nominal voltage desired by the Customer to each mutually agreed upon Delivery Point, provided Electric Delivery Service of the phase and voltage desired by the Customer is available generally in the area in which Electric Delivery Service is desired. The characteristics at which Electric Delivery Service will be furnished at each Delivery Point will be given in writing to the Customer.
- B. The Company shall not be required to supply Electric Delivery Service unless the Customer's installation has been made in accordance with the applicable provisions of the Company's published Information and Requirements for Electric Service: The Blue Book (<http://www.dom.com/dominion-virginia-power/customer-service/for-businesses/pdf/bluebook.pdf>).
- C. The Company will make application for the permits and acquire the easements necessary to build its delivery facilities to the property occupied by the Customer. If needed the Company may request the reasonable assistance of the Customer in obtaining these permits and easements. The Customer will apply for, obtain, and deliver to the Company all other permits or certificates necessary to give the Company the right to connect its conductors to the Customer's wiring, and access for all other proper purposes, including an easement or permit from the land owner for the Company's facilities. The Company shall accept a permit across property owned by the Customer only if the Customer agrees that in the event the permit is revoked, or terminated, or if removal is otherwise desired by the Customer, the Customer agrees to pay the cost of removing the Company's facilities and, if appropriate, replacement. Upon the revocation or termination of the permit, the Customer agrees to provide, if needed, a suitable substitute easement or permit subject to the same terms provided for above to insure continuity of Electric Service to the public.

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

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

1. Receipt of written authorization from the Customer, or
 2. the date upon which all above documents are obtained.
- D. Should any change or changes in the service connection furnished the Customer by the Company be made necessary by any requirement of public authority, the entire cost of such changes on the Customer's side of the Delivery Point shall be borne by the Customer.

II. NORMAL ELECTRIC DELIVERY SERVICE (Continued)

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

III. ELECTRIC LINE EXTENSIONS

For the purposes of this Agreement, in this section the following terms shall be understood to have the meanings as defined below:

- 1. "Additional Annual Revenue" - the additional continuing annual revenue reasonably anticipated by the Company from the facility being added to the Company's system that is adjusted to exclude all fuel revenue.
 - 2. "Excess of Four Years' Revenue" - the amount by which the estimated cost of installing the described facilities exceeds four times the Additional Annual Revenue, so determined.
- A. When the cost to construct or own any overhead line extension or other facility to provide the Customer with Electric Service exceeds four times the Additional Annual Revenue to be received from the Customer, Company shall only be obligated to construct such facilities if the Customer pays the Company the Excess of Four Years' Revenue. For outdoor lighting projects, where the cost to construct or own outdoor lighting facilities exceeds four times the Additional Annual Revenue to be received from the Customer, the Company shall only be obligated to construct such facilities if the Customer pays the Excess of Four Years' Revenue.
 - B. Existing master metered installations will continue to be master metered, except that at the Customer's request, the Company may provide in lieu thereof, individually metered service. If the Customer requests individually metered service, the Customer shall pay to the Company the Excess of Four Years' Revenue as applied to the additional cost of any new facilities that may be required plus the value of any excess facilities at the location for which the Customer has not previously paid. The location of the new Delivery Points shall be determined by mutual agreement. For residential dwellings, once the conversion to individual metering has been made, the Customer shall not have the option of establishing, reestablishing or expanding excess facilities under Section XI for the purpose of reverting to master metering for a period of ten years following the date of conversion, unless otherwise mutually agreed by the Company and the Customer.
 - C. The Company will supply to the Customer new underground Electric Service as provided herein. Payment for such new service is established as follows:

III. ELECTRIC LINE EXTENSIONS, PARAGRAPH C (Continued)

1. The Company will provide new underground Electric Service in an "Underground Distribution Area" upon payment of the Excess of the Four Years' Revenue. Provided, however, the Company shall not be obligated to construct or own any electric underground line extension beyond the property line of the Customer. An "Underground Distribution Area" is an area within a major metropolitan high load density center which has been designated by the Company with concurrence of the Customer.
2. New underground Electric Service for traffic signals will be provided upon payment of the Excess of Four Years' Revenue.
3. New underground Electric Service for all outdoor lighting will be provided upon payment of the Excess of Four Years' Revenue, including those located in an Underground Distribution Area.
4. The Company will provide to the Customer new underground Electric Service for all facilities other than those listed in paragraphs C.1., C.2., and C.3., above, upon payment of:
 - a. the estimated difference in cost if any, between the underground and overhead facilities, and
 - b. the Excess of Four Years' Revenue which shall be calculated using the estimated cost of the overhead facilities used in determining the above difference in cost between underground and overhead facilities.

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

Within any development for which underground Electric Service has been installed, only underground Electric Service will be provided by the Company and it will be pursuant to this Section III.C.

- D. When the Customer requests the Company to convert existing overhead facilities to underground, the Customer shall pay to the Company:
 1. the total cost of such conversion less the cost, if any, to upgrade the existing facilities to serve the proposed load, and
 2. any excess over the applicable revenue credit (i.e., the Excess of Four Years' Revenue), that may be applicable to upgrading the existing facilities.

III. ELECTRIC LINE EXTENSIONS, PARAGRAPH D. (Continued)

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

- E. With respect to converting overhead facilities to underground facilities, in addition to the charges outlined in Paragraph D. above, the following provisions shall apply.
1. The Customer will not be required to pay for any betterment. "Betterment" means the portions of the project which are designed to improve other portions of the Company's system or better the existing service other than to reasonably assure the reliability of the converted facilities. The Customer may offer an alternate design for consideration by the Company. When the charges to the Customer are based on actual project cost, the amounts determined as betterment and non-betterment shall be proportional to those determined under the estimated project cost.
 2. A written agreement shall be prepared regarding the work to be performed by the Company in an underground conversion project. Such agreement shall (a) be in the form of a letter agreement or other suitable form as agreed by the parties, (b) describe the scope of the project, (c) specifically identify any facilities installed by the Customer pursuant to Paragraphs III.E.4. and III.E.5., below, and (d) specify dates for completion of work as mutually agreed upon by the Company and the Customer. At the request of the Customer, any such agreement shall also include a liquidated damages clause in an amount agreed to by the parties to be paid by the Company if the completion dates are not met. Such damages shall not apply if a delay in construction is beyond the control of the Company and its subcontractors. The agreement may also include incentives for early completion as agreed to by the parties.
 3. If requested by the Customer in writing prior to the beginning of construction, the Company will provide a fixed-price agreement for the portion of the project undertaken by the Company. Where a fixed-price agreement has been executed, the Customer shall pay the fixed price, regardless of whether the Company's actual costs are greater than or less than the fixed price.
 4. The Customer may, at its option, handle some or all "civil construction" aspects of the project provided the facilities constructed meet quality, design and installation standards which are satisfactory to the Company and, upon completion, pass the Company's final inspection. If the Customer undertakes the civil construction portion of the project, it will pay the actual inspection charges to the Company for reasonable inspection service provided by the Company. For the purposes of this agreement, "civil construction" refers to the opening and closing of trenches and streets, and the installation of all necessary duct banks, manholes, and related items.

III. ELECTRIC LINE EXTENSIONS, PARAGRAPH E. (Continued)

5. The Customer may, at its option, handle the "electrical construction" aspects of a conversion project provided that, in the Company's reasonable judgement, the Company's employed craft labor are fully engaged in other projects and so cannot be expected to complete the electrical construction within the normally anticipated cost parameters or within the reasonably required timeframe. If the Customer handles the electrical construction aspect of the project, such work shall be performed pursuant to the Company's written specifications, work rules, and construction practices then in effect. The Customer shall use Company-supplied material and the work shall be performed by a contractor which is on the list of contractors approved and supplied by the Company at the time the contract is entered into. If the Customer undertakes the electrical construction portion of the project, it shall pay the actual inspection charges to the Company for reasonable inspection service provided by the Company. The Company inspector shall have the right to work directly with the contractor and correct or stop the contractor's work in order to enforce the Company's written specifications, work rules, and construction practices.

If any such action is taken, the Company shall notify the Customer as soon as reasonably possible. For the purposes of this Agreement, "electrical construction" refers to the pulling of primary, secondary and/or service cable, and the placement of transformers, switches and similar devices, but excludes terminating cables, splicing cables, making the facilities ready to be energized, energizing the facilities, and any other work requiring specialized skills relating to the operation of the Company's distribution facilities.

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

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

7. In the event the Customer performs work as allowed in this Paragraph E., the contracts between the Customer and the Customer's contractors shall provide for any necessary or unforeseen field changes due to construction conditions and/or omissions by the designer. Where design changes are required after construction begins, such changes shall be approved by the Company and any additional cost borne by the Customer.

III. ELECTRIC LINE EXTENSIONS, PARAGRAPH E. (Continued)

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

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

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

III. ELECTRIC LINE EXTENSIONS (Continued)

- F. With respect to new line construction, in addition to the charges outlined in Paragraph C above, the following provisions shall apply:
1. The provision of paragraph E.1. above shall apply.
 2. For new line construction where the cost to the Customer, excluding a tax effect recovery factor (TERF), is in excess of \$5,000, the Customer may perform that portion of the project where the Company has plans to use an outside contractor. In such event, the provisions of Paragraphs E.4 through E.10 above shall apply. In addition, an agreement shall be prepared which shall (a) be in the form of a letter agreement or other suitable form as agreed by the parties, (b) describe the scope of the project, (c) specifically identify any facilities installed by the Customer pursuant to Paragraphs E.4. and E.5., above, and (d) specify dates for completion of work as mutually agreed upon by the Company and the Customer.
- G. With respect to any projects requested by the Customer for which it may be required to pay the Company under paragraphs A, B, C, or D of this Section III, if requested by the Customer, the Company shall provide the Customer with the construction sketch of the proposed design and a detailed estimate of the labor and materials which will be used for the project (the "Cost Estimate"). The Cost Estimate shall include a summary listing of the work included in the project and an itemized estimate showing all labor, material, and equipment, and other cost items necessary for construction of the project as provided in the Company's Work Request Compatible Unit Cost Estimate or equivalent. Cost Estimates provided by the Company shall be sufficiently detailed to show separately the civil construction portion and the electrical aspects of the project and any credit for salvage.

As is present practice, the Company and the Customer will agree on a reasonable timeframe for Cost Estimates based on the scope of the project. The Joint Action Committee (JAC) will address the issue of completing construction in a timely manner.

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

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

III. ELECTRIC LINE EXTENSIONS, PARAGRAPH H. (Continued)

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

III. ELECTRIC LINE EXTENSIONS (Continued)

- 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.

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

1. Progress bills will not be less than \$1,000.00 and shall not be rendered more than once per month.
2. In those cases where the customer charge is a fixed amount based on estimated construction costs, the total amount of any progress bills rendered to the Customer will not exceed 90% of the total customer charge and any progress bill rendered shall state the total customer charge.
3. In those cases where the final customer charge is determined after actual costs have been accumulated, the total amount of any progress bills rendered to the Customer will not exceed 90% of the estimated customer charge and any progress bill rendered shall state the estimated total charge to the Customer.
4. Upon completion of the project, the Customer will be rendered a final bill and shall pay to the Company any remaining portion of the customer charge not collected under progress billing.
5. If – within twenty (20) calendar days of receiving a final invoice from the Company – the Customer requests an itemized explanation to confirm the proper items have been billed, the payment of the invoice by the Customer is due no earlier than ten (10) calendar days after the itemized explanation is provided to the Customer by the Company.

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

III. ELECTRIC LINE EXTENSIONS, PARAGRAPH I. (Continued)

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

The late payment charge described in Section VII of these terms and conditions will apply to all such charges, whether above or below \$50,000 or related to progress billings, if not paid within 35 days of the billing date. For actual cost projects where the actual cost exceeds the Normal Variance Limit, the Customer shall pay the amount of the invoice up to the Normal Variance Limit as provided in Section VII hereof. Any amount in excess of the Normal Variance Limit shall not be subject to the late payment charge until 35 days after the bill date for such excess amount. The bill date for such excess amount shall not be prior to ten days after the date the additional information is made available as provided in the previous paragraph. The monthly late payment charge for the amount in excess of the Normal Variance Limit shall be the excess amount times the sum of the prime rate, as defined hereinafter, plus one and one-half percent divided by twelve. As used in the previous sentence, "prime rate" shall mean the prime rate specified, on the last business day prior to the date of the invoice, in the *Wall Street Journal* as "the base rate on corporate loans posted by at least 70% of the nation's 10 largest banks."

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

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

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

III. ELECTRIC LINE EXTENSIONS (Continued)

- K. All facilities furnished and installed by the Company shall be and remain the property of the Company. When the Customer undertakes any "civil construction" or "electrical construction" aspects of a project as provided for in Paragraph III.E., above, (1) all facilities related to the project which are provided by the Company and installed by the Customer shall be and remain the property of the Company, and (2) all facilities related to the project which are provided and installed by the Customer under Paragraphs III.E.4., III.E.5. and III.F., above, shall be sold to the Company for one dollar. TERF shall be applied as described in Section III.H.
- L. Normally, the Company shall make outdoor lighting installations in accordance with the Lighting Design supplied by the Customer. The phrase "Lighting Design" shall mean the specification of luminaires and their positioning to provide adequate illumination of the desired area considering the intended use of the area, and shall include the positioning of poles, brackets, luminaires, and related fixtures to provide adequate clearances and safety zones. For installations made pursuant to a Lighting Design supplied by the Customer, the Company shall bear no responsibility for the Lighting Design or for any defects of the Lighting Design. If the Company determines that the Customer's Lighting Design will create an unsafe condition, the Company may refuse to make such installation but the Company shall have no duty or obligation to make such determination. Upon mutual agreement, the Company may provide a Lighting Design in accordance with generally recognized lighting design practices. Whether supplied by the Customer or the Company, all lighting designs shall utilize the Company's typical equipment or other equipment as may be mutually agreed by the parties.
- M. Upon the Customer's acceptance of a price for electric line work by the Company, the scope of the project shall not be materially changed except upon written and dated agreement between the Company and the Customer as to the nature of the scope change and any associated changes in the project timing and the Company's charges to the Customer.

When the Company receives a non-written request to make a change that will materially alter the design, scope, time, cost, or conditions of the project, the Company may after prompt notice to the Customer, discontinue work that will conflict with that portion of the project affected by such non-written request until such request, and as applicable, a revised cost and completion date are settled in writing. The Company agrees to expeditiously process all such written requests for changes and to use reasonable efforts to ensure that the project is not unduly delayed by Company's response to Customer's request for change.

- N. Funding by third parties.

When a third party and not the Customer provides funding for the installation of facilities under this Section III, the foregoing provisions of Section III shall govern except as modified below, with such modification to become effective as of July 1, 2011. During the interim period up to July 1, 2011, the procedures currently in effect between individual Customers and the Company for the installation of facilities via third party payments will not change.

III. ELECTRIC LINE EXTENSIONS, PARAGRAPH N. (Continued)

1. Third Party Payments.
 - a. When the third party's funds are deposited with the Customer, the timing of payments by the Customer to the Company shall be governed by Section III.I. of the Agreement.
 - b. When the third party's funds are deposited with the Company (e.g, the Customer delivers the third party's check to the Company), then pre-payment of the project prior to construction is required. In all instances, the Customer is responsible for delivering payment to the Company along with the project number and/or account number: the Company will not accept delivery of the payment directly from the third party.
2. Easements. Any required easements will be sent directly to the third party and handled directly by Company. If there are issues with obtaining these easements, the Company will work with the third party towards a resolution. If a resolution cannot be reached, the Company will notify the Customer and request that the Customer work with the third party to obtain the proper easements.
3. Issues during installation. Once easements and permits are received, as well as pre-payment, if required under subsection 1.B above, the project will be scheduled and constructed. If problems occur during installation (e.g., cable path obstructions, lack of conduit installation, landscaping of cable path, etc.), the Company will contact the third party and work with the third party to resolve any issues. If the Company cannot resolve the issues, the Customer will be notified. Once the Customer resolves any issues, the installation will resume.

IV. VOLTAGE VARIATION

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

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

- B. The following definitions apply to terms used above:

Nominal Voltage - The reference level of service voltage.

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

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

V. METER READING AND BILLING OR REBILLING FOR METERED OR UNMETERED SERVICES

- A. Normally Electric Delivery Service will be furnished through one Delivery Point and one set of metering apparatus. All metering apparatus used for billing shall be owned, operated, and maintained by the Company.
- 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 Electric Service is being used by the Customer as a result of tampering, the Customer will pay to the Company an amount reasonably estimated by the Company with input from the Customer to be sufficient to cover the Electric Service used but not recorded by the meter and not previously paid for.

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

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

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

V. METER READING AND BILLING OR REBILLING FOR METERED OR UNMETERED SERVICES, PARAGRAPH J. (Continued)

2. The Customer may install submetering equipment in or at an apartment house or complex, office building, or other public facility for each individual dwelling unit or rental unit, or contractor facility whose purpose it is to construct a permanent facility for the Customer's use, or other public facility (for use incidental to the operation of the Customer's facility), as long as such submetering fairly allocates the cost of each meter's or submeter's electrical consumption and electrical demand charges on the basis of the charges made to the Customer. The Customer shall not impose on the tenant any charges over and above those charged to it by the Company, except that an additional service charge not to exceed two dollars per month per dwelling unit or rental unit may be collected to cover administrative costs and billing. Further, the Customer shall maintain adequate records regarding submetering and shall, upon request make such records available for inspection by the tenant during reasonable business hours. The provisions of this section shall not restrict the right of the Customer to recover in periodic lease payments the tenant's fair share of Electric Service costs attributable to common areas and costs incurred by the Customer in establishing and maintaining the submetering system.
- K. Upon request of the Customer and upon execution of a suitable supplemental agreement, the Company will render bills electronically in accordance with the American National Standards Institute (ANSI) X12 standard for electric bills (EDI810 Transaction Set version 4010). The Company may from time to time upgrade to a newer standard, but will support previous standards for a reasonable period as to allow the Customer to upgrade to the newer standard. Upon initiation of electronic billing, the Company will render paper bills to the Customer for a period not to exceed three billing months.
- L. As provided for in the tables below, Interval Meters and Contact Closures shall be available to Customer upon Customer request.

The specified charges for each option shall apply as follows:

1. The applicable Installation Charge listed below shall be increased by TERF, as described in Paragraph III.H, and shall be paid by the Customer prior to the installation.
2. In addition, the Customer shall pay an on-going Monthly O & M Charge that is equal to the applicable Installation Charge multiplied by 0.54%. Such payment will continue until the Interval Metering Service Option is discontinued in accordance with Paragraph V.L.3., below.
3. The One-time Removal Charge shall apply when either a) the Customer requests removal of the Interval Metering Service Option or b) the Customer discontinues Electric Service at the location of the Interval Metering Service Option.

V. METER READING AND BILLING OR REBILLING FOR METERED OR UNMETERED SERVICES, PARAGRAPH L. (Continued)

4. Company will acknowledge receipt of Customer’s request for Interval Metering Service Options in writing within five business days after receiving such request. Company’s response shall include an explanation of the process and identify the Customer’s prerequisites for commencing and completing the work. Once Customer has completed the applicable prerequisites, Company shall complete the work within 45 calendar days, or as promptly as working conditions permit.

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

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

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

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

V. METER READING AND BILLING OR REBILLING FOR METERED OR UNMETERED SERVICES, PARAGRAPH L. (Continued)

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

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

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

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

If Customer does not meet the above criteria for an interval meter at no charge, Customer may request an interval meter in accordance with the terms and charges stated in Paragraph V.L., above.

2. Subject to the availability and other provisions as described herein, the Company shall supply data pulses or data and time pulses upon the Customer's request at the point of the Company's metering using Company-owned contact closures. Such data pulses or data and time pulses are available only where (a) the Customer requests an interval meter in accordance with Paragraph V.L., above or (b) Company has, for its own purposes or pursuant to Paragraph V.M.1., above, installed suitable instrument transformer metering equipment or suitable interval metering equipment. If the Company changes the type of metering equipment serving the Customer, the Company shall have the right to change the nature of the data pulses provided or discontinue providing pulses altogether, however, any charges to the Customer related to the provision of pulses shall be adjusted accordingly. Contact closures for data or data and time pulses shall be billed in accordance with the charges stated for contact closures in Paragraph V.L., above.
3. The Company shall have access to any metering equipment installed pursuant to Paragraphs V.L., V.M.1., or V.M.2. at no charge to the Company, via any telephone lines which the Customer may cause to be connected to such metering equipment.
4. The nature of time and data pulses vary according to the specific equipment involved and, accordingly, the Customer shall exercise due diligence in determining the nature of the pulses supplied. Upon (a) installation of the facilities used by the Company to supply pulses and (b) any subsequent changes in the nature of the pulses supplied, the Company will provide the Customer written notification of the number of circuits, whether the pulses are totalized or non-totalized, and whether the pulses include or exclude time pulses.

V. METER READING AND BILLING OR REBILLING FOR METERED OR UNMETERED SERVICES, PARAGRAPH M. (Continued)

5. The Company shall not be responsible for any of the following:
 - a. any and all communications and control equipment between the Customer's equipment and the Company's metering points,
 - b. the precise synchronization of the Company's meter clock time with the clock time used by the Customer,
 - c. the accuracy or malfunction of the Customer's related equipment, or
 - d. the Customer's use, misuse or misapplication of the pulse data or interval data.
6. The Company may make reasonable and necessary changes to the Company's facilities involved in the supply of interval data, or time or data pulses, including, but not limited to, changes in the current transformer ratios, changes in the potential transformer ratios, changes in the pulse initiating equipment, and changes in the interval data capturing or recording equipment. The Customer shall be responsible for making any changes to the Customer's equipment necessitated by changes in the Company's equipment.
7. The following provisions apply to the locations where the Company provided time or data pulses prior to July 1, 2001:
 - a. If, at the service location, the Customer has installed and has in normal daily operation, an automated energy management system which meets the Company's specifications, a facilities charge shall be made for the additional facilities required to supply pulses only to the extent the cost of the additional facilities exceeds the cost of a standard contact closure installation. The standard installation shall be for electricity delivered at 480 Volts or less; shall be based on supplying pulses for the actual number of Company-supplied Delivery Points not to exceed four Company-supplied Delivery Points; and shall include data transmission wiring between the actual number of Company-supplied Delivery Points, not to exceed four Company-supplied Delivery Points, with such wiring utilizing Customer installed, owned, and maintained conduit.
 - b. When pulses are supplied in accordance with this Paragraph V.M.2., the Customer's energy management equipment and any records relating directly to (1) the maintenance of such energy management equipment and (2) the use of the pulses for load control purposes, shall be subject at all reasonable times to inspection by the Company. The Customer shall maintain such records which cover the most recent six months of the equipment's operation.
8. For services provided by the Company pursuant to Paragraph V.M.2., the Company shall not be liable for any losses or damages whether based on contract, strict liability, or warranty (whether expressed or implied), arising from, caused by, or resulting from the use or misuse of such services by the Customer or the supply of such services by the Company.

VI. SELECTION OF SCHEDULE

The following applies to accounts of the Customer:

- A. The Customer will select the particular Rate Schedule (defined as the Company's rate schedules applicable to Customers purchasing bundled electric transmission, distribution, and generation services from the Company, i.e., both Electric Delivery Service and Electricity Supply Service from the Company) of those applicable, under which the Customer desires to purchase Electric Service. The Company may assist the Customer in making this selection but responsibility for the selection rests exclusively with the Customer. The Customer may change its selection of an applicable Rate Schedule in accordance with the terms of the schedule or any separate agreement relating to the supply of Electric Service to the facility. Such schedule change will become effective for Electric Service used on and after the meter reading immediately following written notice from the Customer of the selection of a new Rate Schedule, but not earlier than the date permitted under the applicable Rate Schedules or separate agreement.

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

VII. PAYMENTS

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

- B. The Company will render bills to the Customer at regular intervals. Bills are due and payable upon presentation and become past due on the next bill date. The bill date is shown on the bill and is the date on which the bill is prepared in the Company's billing operations. In no event shall the time between the date of billing preparation and the date by which payment must be received in the Company's office in order to avoid a late payment charge be less than 35 days. In the event payment shall not be received within 35 days of the bill date, a late payment charge of 1.5% per month will be imposed from the bill date to the date of payment on all past due amounts. No late payment charge shall be imposed if the Company fails to mail bills promptly after the billing date. The Customer may designate its billing address.

VII. PAYMENTS (Continued)

- C. When the initial or final billing period for a street or traffic lighting service is other than 30 days, the initial or final bill shall be prorated based on the number of days of service covered by such bill as compared to 30 days. The Company's bills to the Customer will reflect the installation and removal of street lights on a timely basis. The Company will exercise reasonable diligence to reflect such street light changes on its bills within 45 days thereof.
- D. Bills are payable at any bill payment location designated by the Company or to any collector or collection agency duly authorized by the Company. Payment shall be paid without regard to any counterclaim but shall not affect the Customer's claim therefore.
- E. Upon Customer's request, the Company may agree to provide a consolidation of bills service for certain accounts provided:
1. The Customer has a minimum of twenty-five eligible accounts billed to the same mailing address.
 2. The Customer agrees to pay the total amount billed by the Payment Due Date. Where the Customer has elected to receive one bill per month, the Payment Due Date is 15 days after the billing date shown on the Consolidation of Bills statement; where the Customer has elected to receive two bills per month, the Payment Due Date is 22 days following said billing date; and where the Customer has elected to receive three bills per month, the Payment Due Date is 25 days following said billing date. Normally, no account that is part of the consolidation of bills service will be billed more than once per billing month. If not paid by the Payment Due Date, a late payment charge of 1.5% per month shall be made on any outstanding balance.
 3. The Customer agrees to pay by check with the appropriate Consolidation of Bills cashier coupon enclosed. Payments may be made at any bill payment location designated by the Company. Alternatively, Customer may pay electronically in accordance with Paragraph VII.F., below. The Company will advise the Virginia Energy Purchasing Governmental Association, through the JAC, if and when the business decision is made to implement new web-based billing and payment.

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

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

VII. PAYMENTS (Continued)

- F. Upon the Customer's request and upon execution of a suitable supplemental agreement, the Company will accept payments electronically in accordance with the following provisions.
1. Electronic payments must be sent to the Company's consolidation bank using "CTX" with the American National Standards Institute (ANSI) X12 standard addendum for customer payments (EDI820 Transaction Set, version 4010), detailing each of the Customer's accounts being paid and the amount being paid for each account. The Company may from time to time upgrade to a newer standard, but will support previous standards for a reasonable period as to allow the Customer to upgrade to the newer standard.
 2. If the Customer's failure to provide complete and accurate information with the payment transmission results in posting of the payments beyond the date upon which late payment charges are ordinarily assessed, such late payment charges shall be applied.
- G. Effective July 1, 2001, the Company may in response to Customer's request for newly initiated or increased load of the Customer, require contract minimum amounts for a separately-billed account (account) if any of these three conditions exist: (1) the account has a delivery capacity of 500 kVA or more and the Company's estimated cost net of any Customer contributions (net cost) to connect Electric Service or rearrange to match the Customer's requested load requirement exceeds \$5,000; (2) the delivery capacity is less than 500 kVA and the Company's estimated net cost to connect Electric Service or rearrange to match the Customer's requested load requirement exceeds the greater of \$10,000 or \$50 per kVA of anticipated load; or (3) the loading of a transformer caused by serving new or rearranged electrical loads rearranged at the Customer's request is to be less than fifty percent of such transformer's nominal capacity for a period of more than twelve months and no more than five percent of the nominal capacity of the transformer is used to serve other customers. The net cost amounts above shall exclude improvements to existing facilities used in common with third parties to the extent the Customer's newly initiated or increased load is not at least one-fourth of the maximum steady load capacity of the existing equipment. [For example, when a transformer with a capacity of 1,500 kVA serves the existing load of multiple customers totaling 1,300 kVA including Customer's load of 300 kVA, and Customer adds 374 kVA of load for a total Customer load of 674 kVA, and Company replaces the existing transformer with the next largest transformer having a capacity of 2,000 kVA, then the Company's net cost of the transformer replacement would not be included as a cost component in determining whether the \$5,000 threshold of item (1), above, was met because Customer's additional 374 kVA load did not total 25% or more of the capacity of the existing 1,500 kVA transformer. However, if Customer adds 375 kVA of load (rather than 374 kVA of load), then Company may include its net cost of re-sizing the transformer from 1,500 kVA to 2,000 kVA in determining whether the \$5,000 threshold was met.]

VII. PAYMENTS, PARAGRAPH G. (Continued)

Minimums shall be in the form of a minimum kW amount to be applied to the charges for Electric Delivery Service (as opposed to Electricity Supply Service), except where Electric Delivery Service charges are not stated as discrete dollar amounts per kW for only Electric Delivery Services, in which case they shall be in the form of a stated dollar minimum. The Company may establish both a kW-based minimum and a stated dollar minimum for a given account, but shall only apply the kW-based minimum when the account is billed under a rate having a discrete dollar amount per kW for only Electric Delivery Service, and the Company shall only apply the stated dollar minimum when the account is billed under a rate that does not have a discrete dollar amount per kW for only Electric Delivery Service. The Company shall reasonably determine, based on information provided by the Customer or the Customer's designee, the anticipated kVA at the Delivery Point and any stated dollar minimum. Any kW minimum amount shall not exceed 70 percent of the anticipated peak kVA load utilized by the Company to size its equipment.

For accounts served under a Rate Schedule that does not contain discrete per kW charges for Electric Delivery Service, any stated dollar minimum shall not exceed 50 percent of the anticipated average monthly bill (excluding Fuel Charge Rider A charges) for all components of service. For accounts served under a Rate Schedule that contains discrete per kW charges for Electric Delivery Service, the stated dollar minimum shall not exceed 70 percent of the anticipated average monthly bill for Electric Delivery Service. The Initial Term of such minimum shall be the number of whole years necessary for the present value of the minimum revenue to equal the Company's net cost of extensions or improvements, but in no case shall it be less than one year nor more than ten years. Upon request, the Company shall provide its work papers showing its calculations pursuant to this subparagraph G. Upon request, the Company shall reduce the Initial Term if loads added by other customers increases the utilization of any Company equipment whose cost was used in calculation of the Initial Term, with such reduced term being determined under the method described above for Initial Term determination. If during the Initial Term the Customer's load is not maintained at the anticipated level used in establishing the minimum amounts and Initial Term, the minimum amounts and the Initial Term shall upon Customer request be revised commensurate with the capacity of appropriately re-sized equipment upon payment by the Customer of the Company's currently estimated cost to re-size such equipment, excluding the material cost of transformers and meters. Following the Initial Term, minimum amounts determined under this subparagraph G. shall continue during the term of service on a month-to-month basis, however, upon request of the Customer the minimum amount shall be revised commensurate with any reduction in anticipated load upon payment by the Customer of the currently estimated labor and transportation charges to re-size the equipment appropriately for such reduced load. Minimum provisions entered into prior to July 1, 2001, shall remain in place as previously agreed to until such time in the normal course of business that such minimum provision is to be modified, in which case such modified minimum shall be established in accordance with this subparagraph G.

VIII. USE OF ELECTRICITY BY CUSTOMER

- A. In order to protect the Company's equipment, electricity delivered to those locations served by the Company shall not be used in conjunction with any other source of electricity without previous written consent of the Company which consent shall not be unreasonably withheld (see Section XII. hereof and the applicable Rate Schedule attached hereto), except that emergency standby generation may be used without such written consent during periods when the delivery of electricity by the Company may fail or be interrupted, provided the Customer's facilities are disconnected from the Company's facilities before the standby generation energizes the Customer's facilities.
- B. Because the Company's facilities used in delivering Electric Service to the Customer have a definite limited capacity and can be damaged by overloads, the Customer shall give at least 90 days' notice to the Company and obtain the Company's consent before making any substantial increase in the total amount of load or before making any substantial change in the nature of load connected to the Company's service. In the event of a substantial load decrease, the Customer shall endeavor to notify the Company 30 days prior to the decrease, but in all cases shall notify the Company not more than 30 days after effecting the load decrease.
- C. The Customer shall not use electricity in any manner which will be detrimental to the Company's supply of Electric Service to other customers. The Company reserves the right, but shall have no duty, to determine the suitability of apparatus or appliances to be connected to its delivery system by the Customer and to refuse to continue or supply Electric Service if it shall reasonably determine that the operation of such apparatus or appliances may be detrimental to its general supply of Electric Service.
- D. In the event the Customer installs equipment which produces harmonics in excess of five percent Total Harmonic Distortion (THD) and/or three percent of any single harmonic, the Customer will provide and install, at its own risk and expense, all equipment necessary to reduce such harmonics to five percent or less THD and/or to three percent or less of any single harmonic.
- E. The parties to this agreement will continue to support an active energy efficiency and load management program with the twin goals of improving energy efficiency and reducing operating costs.
1. In the furtherance of these goals, the Company may at its discretion and upon approval by the Customer, offer energy related services to maximize efficiency in energy consumption and cost which include, but are not limited to:
 - a. energy auditing services;
 - b. financial incentives such as rebates, performance based contracting and shared energy saving financing of energy conservation measures;
 - c. energy information services including submetering, energy use reporting, energy management systems, and energy billing management, to encourage energy efficiency measures; and

VIII. USE OF ELECTRICITY BY CUSTOMER, PARAGRAPH E. (Continued)

- d. energy asset management services, which may include owning, operating, purchasing fuels for, and maintaining, energy facilities and equipment.
2. The specifics of such options, including pricing and the terms and conditions, shall be negotiated on an individual customer basis.
3. For consulting services, billing comparisons, and other services provided by the Company pursuant to Paragraph VIII.E., the Company shall not be liable for any losses or damages whatsoever, whether based on contract, strict liability, tort (including negligence), or warranty (whether expressed or implied), arising from, caused by, or resulting from the use or misuse of such services by the Customer or the supply of such services by the Company.

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

IX. RESPONSIBILITY OF CUSTOMER AND COMPANY (Continued)

- D. The Company shall protect, maintain and repair the Company's wiring and equipment. The Customer shall protect, maintain and repair the Customer's wiring and equipment. Should the Customer report trouble with the supply of Electric Service, the Company will endeavor to respond with reasonable dispatch to such call with the purpose only of correcting such trouble as may be in the Company's equipment supplying the Customer. It is understood that the Company has no responsibility to inspect equipment of the Customer and 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.
1. Fixtures will be cleaned and relamped according to the following schedule, however, the Company will be allowed up to six additional months to accommodate the Company's scheduling requirements.
 - a. Mercury vapor and metal halide fixtures will be cleaned and relamped every four years.
 - b. High pressure sodium vapor fixtures will be cleaned and relamped every six years.
 - c. Lens replacement will be included in the re-lamping when the old lens causes a reduction in the amount of luminance.
 2. Upon written request, the Company will supply to the Customer, the cleaning and relamping schedules described below. Each schedule will be supplied at no charge provided the Customer does not request a particular schedule more than once per year.
 - a. The Company will supply a schedule showing the locations where cleaning and relamping has taken place during the previous 12 months. Such schedule shall be supplied within 90 days of request.
 - b. The Company will supply a schedule of fixtures to be cleaned and relamped during each of the next two calendar years. Such schedule shall be supplied within 90 days of request, however, the Company shall not be required to supply such information prior to the first day of October.

IX. RESPONSIBILITY OF CUSTOMER AND COMPANY (Continued)

- F. Upon the Customer's written request, at no charge to the Customer, the Company will provide to the Customer a map locating all street lights in the Customer's territory. The Company may initiate a field survey to locate and identify all street lights billed to the Customer. Upon written request of the Customer, but not more frequently than once every three years, the Company shall perform such field survey at no charge to the Customer. When the survey is conducted at the request of the Customer, the Customer will provide a representative to accompany the Company surveyor. The Customer will also be given the opportunity of having a representative present during a Company initiated survey.
- G. For any group of unmetered services, the Company may require, not more frequently than once every three years, that the Customer provide a qualified representative to accompany and assist the Company in conducting a field survey of all such unmetered services provided to the Customer.
- H. The Company shall maintain an Internet application for purposes of joint management of streetlight outage reporting and repair tracking. The Internet application shall be accessible to the Customer by a user identification and password, and the Customer shall track streetlight outages using the Internet application. For those lights billed to the Customer, the Internet application shall at a minimum show the date the outage was reported, the work request number assigned by the Company, the location of the light, the project status, the outage cause once known, the completion date once known, and the total number of days out. For streetlights outages of sufficient duration to require adjustment to streetlight billing, billing adjustment reports shall be available to the Customer at intervals not exceeding approximately one month and shall show the work location, the lumen size, the type of lamp (MV, Metal Halide, or HPS), the type of fixture (Type 1 or Type 2), and the amount of the applicable bill adjustment. The Company may at its discretion provide such billing adjustment reports either in printed form or electronically.
- I. Should the Customer desire the trimming of trees and brush to remove obstructions to the distribution of light from the Company's luminaires, the Customer may employ personnel to do such trimming around the Company's lighting facilities, provided, however, that adequate precautions must be taken against damaging the Company's facilities. In addition, for lighting facilities that are fed by overhead wires or are within ten feet of the Company's overhead wires, the tree trimming personnel must be qualified to work in the proximity of the energized conductors and must follow all applicable regulations and law.

X. RIGHT OF ACCESS

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

XI. EXCESS FACILITIES SERVICE

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

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

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

1. The Customer shall limit purchases through the alternate service meter to those times when the Company's supply of Electric Service to the regular service meter is interrupted, or for reasonable tests of the Customer's equipment, or for failure of the Customer's equipment necessitating temporary use of the alternate source.
2. The amount billed for Electric Service at the regular service meter shall be the amount determined by applying the appropriate Rate Schedule to the readings of the regular service meter alone.

XI. EXCESS FACILITIES SERVICE, Paragraph C. (Continued)

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

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

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

- A. Suitable relays, metering equipment and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective equipment shall be subject, at all reasonable times, to inspection by the Company's authorized representative.

XII. STANDBY, MAINTENANCE AND PARALLEL OPERATION SERVICE FOR CUSTOMERS OPERATING AN ELECTRIC POWER PLANT (Continued)

- B. In case the highest average demand measured during any 30-minute interval (Maximum Measured Demand) exceeds the contract demand, the contract demand shall be increased by such excess demand. The contract demand may be changed by mutual agreement as to the amount of change and term of agreement; however, in no case shall the contract demand be reduced below the Maximum Measured Demand of the preceding eleven billing months.
- C. The monthly charge for Electric Service under this section shall be as shown in Schedule C - Municipal and County Miscellaneous and Standby Charges or, if applicable, as specified in Schedule 130 - Municipal and County Large Miscellaneous Light and Power Service or Schedule 131 - Municipal and County Thermal Storage.

XIII. INTERRUPTIONS TO THE SUPPLY OF ELECTRICITY

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

XIII. INTERRUPTIONS TO THE SUPPLY OF ELECTRICITY (Continued)

D. If the Company in good faith believes that, because of civil disorder, riot, insurrection, war, fire, or other conditions beyond the reasonable control of the Company in the vicinity of its energized facilities, it is necessary to de-energize a portion of its facilities for the protection of the public, or if ordered by duly constituted public authority to do so, the Company may, without incurring liability, de-energize its facilities in such vicinity or in such related area as 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.

XIV. NET METERING

Net Metering will be made available to the Customer to the same extent it is available to the Company's Virginia Jurisdictional customers, which is currently in accordance with Section XXV of the Company's Virginia Jurisdictional Terms and Conditions.