### VIRGINIA S.C.C. TARIFF NO. 27 APPALACHIAN POWER COMPANY

# FIXED-RESOURCE REQUIREMENT (FRR) OPEN ACCESS DISTRIBUTION SERVICE RATE SCHEDULES TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE SUPPLIER TERMS AND CONDITIONS OF SERVICE GOVERNING SALE OF ELECTRICITY IN VIRGINIA

EFFECTIVE FOR CUSTOMERS SUBJECT TO § 56-577 A.6 OF THE CODE OF VIRGINIA

Issued: December 12, 2023 Effective: January 29, 2024

Effective: January 29, 2024

#### VA. S.C.C. TARIFF NO. 27

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Note: FRR Open Access Distribution Tariff sheet numbering corresponds to Standard Tariff sheet numbering.

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#### CROSS REFERENCE FRR OPEN ACCESS DISTRIBUTION SERVICE

A customer electing to switch electric service from the Company's Standard Rate Schedules will take service under the corresponding FRR Open Access Distribution Rate Schedules as shown in the table below. Likewise, a customer electing to switch electric service from the Company's FRR Open Access Distribution Rate Schedules will take service under the corresponding Standard Rate Schedule as shown in the table below.

Schedule Category	Standard Schedule	Sheet Number	FRR Open Access Distribution Schedule	Sheet Number
Residential				
Residential (Traditional)	R.S.	4-1 to 4-2	N/A	
Residential (Employee)	R.SE.	5-1 to 5-2	N/A	
Residential – (Smart Demand)	R.SS.D.	6.1 to 6.2	N/A	
Residential Time-of-Day	R.ST.O.D.	7-1 to 7-2	N/A	
Residential – (Smart Time of Use)	R.SS.T.O.U	8-1 to 8-2	N/A	
General Service				
Sanctuary Worship Service	S.W.S	9	N/A	
Small General Service	S.G.S.	10-1 to 10-3	F.O.A.DS.G.S.	10-1F to 10-2F
General Service	G.S.	12-1 to 12-3	F.O.A.DG.S.	12-1F to 12-3F
General Service Time-of-Day	G.ST.O.D.	13-1 to 13-2	*	
Large General Service Time-of-Day	L.G.ST.O.D.	15-1 to 15-2	*	
Large Power Service	L.P.S.	16-1 to 16-4	F.O.A.DL.P.S.	15-1F to 15-4F
Advanced Time-of-Day	A.T.O.D.	17-1 to 17-5	N/A	
Outdoor Lighting	O.L.	18-1 to 18-4	N/A	
Temporary Service	T.S.	19	See O.A.D. Tariff	
Cogen and Small Power Production	COGEN/SPP	20-1 to 20-2	*	
Standby Service	S.B.S.	21-1 to 21-7	*	
Alternate Feed Service	A.F.S.	22	N/A	
Underground Installation		23-1 to 23-9	See Standard Tariff	
Dynamic Pricing Pilot 1		24-1 to 24-3	N/A	
Dynamic Pricing Pilot 2		25-1 to25-2	N/A	
Voluntary Wind Service		26	N/A	
Residential Plug-In Electric Vehicle Charging	P.E.V.	26-1 to 26-2	N/A	
Supplements/Riders				
Distribution Interconnection Rider	D.I.R.	31-1 to 31-3	N/A	
Economic Development Rider	E.D.R.	32-1 to 32-2	N/A	
Net Metering Service Rider	N.M.S.	33-1 to 33-6	N/A	
Sales and Use Tax Rider	S.U.T.	50	F.O.A.DS.U.T.	50F
Fuel Factor Rider	F.F.R	52	N/A	
Transmission Rate Adjustment Clause Rider	T-R.A.C.	53	F.O.A.DT-R.A.C.	53F
Environmental Rate Adjustment Clause Rider	E-R.A.C.	54	F.O.A.D-E-R.A.C.	54F
Renewable Portfolio Standard Rate Adjustment Clause Rider	R.P.SR.A.C.	55	N/A	
Generation Rate Adjustment Clause Rider	G-R.A.C.	56-58	F.O.A.DG-R.A.C.	58F

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#### CROSS REFERENCE OPEN ACCESS DISTRIBUTION SERVICE

Schedule Category	Standard Schedule	Sheet Number	FRR Open Access Distribution Schedule	Sheet Number
Energy Efficiency Rate Adjustment Clause Rider)	EE-R.A.C.	59	F.O.A.DEE- R.A.C.	59F
Demand Response Adjustment Clause Rider	DR-R.A.C.	60	F.O.A.DDR- R.A.C.	60F
Tax Rate Reduction Credit Rider	T.R.R.	61	F.O.A.D. T.R.R.	61F
Percentage of Income Payment Program	P.I.P.P.	NBP-1	F.O.A.D. – P.I.P.P.	NBP-1F
Broadband Capacity Rate Adjustment Clause Rider	B.CR.A.C.	NBP-2	F.O.A.D. B.C R.A.C.	NBP-2F
Compliance A.5	NBP A.5 RPS	NBP-3	F.O.A.D. NBP A.5 RPS	NBP-3F
PPA Capacity A.5	NBP A.5 PCAP	NBP-4	F.O.A.D. NBP A.5 PCAP	NBP-4F
Renewables Capacity & Energy A.6	NBP A.6 RPS	NBP-5	F.O.A.D. NBP A.6 RPS	NBP-5F

<sup>\*</sup> Note: Customer receives service under applicable FRR Open Access Distribution Schedule.

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#### VIRGINIA SERVICE TERRITORY INCORPORATED CITIES/TOWNS UNINCORPORATED TOWNS - 1,000 OR MORE POPULATION

	LOCATION	SERVICE CENTER	AREA
	Abingdon	Glade Spring	Kingsport
	Amherst	Lynchburg	Roanoke
	Austinville	Wytheville	Kingsport
	Bandy	Tazewell	Kingsport
	Bassett	Fieldale	Roanoke
*	Bedford	Roanoke	Roanoke
	Big Rock	Grundy	Kingsport
	Bishop	Tazewell	Kingsport
	Blacksburg	Christiansburg	Roanoke
	Bland	Wytheville	Kingsport
	Blue Ridge	Roanoke	Roanoke
	Bluefield	Bluefield	Charleston
	Boissevain	Bluefield	Charleston
	Boones Mill	Rocky Mount	Roanoke
	Breaks	Grundy	Kingsport
	Cedar Bluff	Tazewell	Kingsport
	Chilhowie	Marion	Kingsport
	Christiansburg	Christiansburg	Roanoke
	Claypool Hill	Tazewell	Kingsport
	Cleveland	Lebanon	Kingsport
	Clinchport	Gate City	Kingsport
	Clintwood	Clintwood	Kingsport
	Collinsville	Fieldale	Roanoke
	Council	Grundy	Kingsport
	Daleville	Roanoke	Roanoke
	Damascus	Glade Spring	Kingsport
*	Danville	Fieldale	Roanoke
	Davenport	Grundy	Kingsport
	Deel	Grundy	Kingsport
	Doran	Tazewell	Kingsport
	Draper	Pulaski	Kingsport
	Dublin	Pulaski	Kingsport
	Duffield	Gate City	Kingsport
	Dungannon	Gate City	Kingsport
	Fairlawn	Pulaski	Kingsport
	Ferrum	Rocky Mount	Roanoke
	Fieldale	Fieldale	Roanoke
	Fincastle	Roanoke	Roanoke
	Floyd	Floyd	Roanoke
	Fries	Woodlawn	Kingsport

<sup>\*</sup> This City is a wholesale purchaser of electricity from an; electricity consumed within the service area of this city is provided by, and purchased from, the city, not the Company.

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# VIRGINIA SERVICE TERRITORY INCORPORATED CITIES/TOWNS UNINCORPORATED TOWNS - 1,000 OR MORE POPULATION

	LOCATION	SERVICE CENTER	AREA
	Galax	Woodlawn	Kingsport
	Gate City	Gate City	Kingsport
	Glade Spring	Glade Spring	Kingsport
	Glen Lyn	Glen Lyn	Roanoke
	Gratton	Tazewell	Kingsport
	Grundy	Grundy	Kingsport
	Haysi	Clintwood	Kingsport
	Hillsville	Woodlawn	Kingsport
	Hollins	Roanoke	Roanoke
	Honaker	Lebanon	Kingsport
	Hurley	Grundy	Kingsport
	Independence	Woodlawn	Kingsport
	Jewell Ridge	Tazewell	Kingsport
	Lebanon	Lebanon	Kingsport
	Leemaster	Grundy	Kingsport
	Liberty	Tazewell	Kingsport
	Lovingston	Lovingston	Roanoke
	Lynchburg	Lynchburg	Roanoke
	Marion	Marion	Kingsport
*	Martinsville	Fieldale	Roanoke
	Maxie	Grundy	Kingsport
	Moneta	Rocky Mt.	Roanoke
	Narrows	Glen Lyn	Roanoke
	New Castle	Roanoke	Roanoke
	Nickelsville	Gate City	Kingsport
	Oakwood	Grundy	Kingsport
	Page	Grundy	Kingsport
	Patterson	Grundy	Kingsport
	Pearisburg	Glen Lyn	Kingsport
	Pembroke	Glen Lyn	Roanoke
	Pocahontas	Bluefield	Kingsport
	Pound	Clintwood	Kingsport
	Pounding Mill	Tazewell	Kingsport
	Pulaski	Pulaski	Kingsport
*	Radford	Christiansburg	Kingsport

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#### VIRGINIA SERVICE TERRITORY INCORPORATED CITIES/TOWNS UNINCORPORATED TOWNS - 1,000 OR MORE POPULATION

	LOCATION	SERVICE CENTER	AREA
	Raven	Tazewell	Kingsport
	Rich Creek	Glen Lyn	Roanoke
*	Richlands	Tazewell	Kingsport
	Ridgeway	Fieldale	Fieldale
	Roanoke	Roanoke	Roanoke
	Rocky Mount	Rocky Mount	Roanoke
	Rowe	Grundy	Kingsport
	Rural Retreat	Wytheville	Kingsport
	Rustburg	Lynchburg	Roanoke
*	Salem	Roanoke	Roanoke
	Saltville	Marion	Kingsport
	Scottsville	Lovingston	Roanoke
	Shawsville	Christiansburg	Roanoke
	Stacy	Grundy	Kingsport
	Stanleytown	Fieldale	Roanoke
	Stuart	Stuart	Roanoke
	Tazewell	Tazewell	Kingsport
	Troutdale	Marion	Kingsport
	Troutville	Roanoke	Roanoke
	Vansant	Grundy	Kingsport
	Vinton	Roanoke	Roanoke
	Weber City	Gate City	Kingsport
	Whitewood	Grundy	Kingsport
	Wytheville	Wytheville	Kingsport

<sup>\*</sup> This City is a wholesale purchaser of electricity from an electricity supplier; electricity consumed within the service area of this city is provided by, and purchased from, the city, not the Company.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### **DEFINITIONS**

Words or phrases in this tariff shall be defined as follows:

"Accelerated Renewable Energy Buyer" – A commercial or industrial customer with an aggregate load over 25 MW in the prior calendar year, that enters into arrangements and receives the necessary certification pursuant to 56.585.5.G of the Code of Virginia

"Aggregator" – A Person, licensed by the Commission that, as an agent or intermediary, offers to purchase, or purchases, Electricity Supply Service or offers to arrange for, or arranges for, the purchase of Electricity Supply Service for sale to, or on behalf of, two or more customers not controlled by or under common control with such Person.

"Applicant" – Any person, group of persons, including the developer, builder, property owner or other person, association, partnership, firm, corporation or other entity requesting Electric Service from the Company, or who has not been recognized by the Company as a customer.

"Commission" – State Corporation Commission of Virginia.

"Company" – Appalachian Power Company.

"Competitive Energy Service" – The retail sale of Electricity Supply Service or any other competitive service as provided by legislation and approved by the Commission as part of Retail Access by an entity other than the Company. Competitive Energy Services include services provided to retail customers by Aggregators.

"Competitive Service Provider (CSP)" – A Person, licensed by the Commission, that sells or offers to sell a Competitive Energy Service within the Commonwealth of Virginia. Aggregators are Competitive Service Providers.

"Contribution-in-Aid-of-Construction (CIAC)" – Payment by customer to cover the cost of facilities not covered by the applicable revenue credit. The CIAC includes all state and federal income taxes incurred by the Company that are associated with such payment.

"Customer" – Any person, group of persons, including the developer, builder, property owner or other person, association, partnership, firm, corporation or other entity purchasing Electric Service from the Company.

"Delivery Point" – The point of connection between the distribution facilities of the Company and the electric system of the customer.

"Electronic Data Interchange (EDI)" – The exchange of business information in a standard format. Enrollment and switching shall occur in either an electronic medium as specified by the VAEDT and filed with the Commission or by other mutually agreeable alternate standards.

"Electric Service" – The supply of electricity by the Company to a retail customer.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### **DEFINITIONS** (Cont'd.)

"Energy Service Provider (ESP)" – A Competitive Service Provider that supplies generation services, or when provided together, generation services and its transmission to the distribution facilities of the Company to a retail customer subject to Section 56-577 A.6, provided the Competitive Service Provider supplies generation services to the following eligible customers: (1) electricity customers whose demand during the most recent calendar year exceeded five megawatts but did not exceed one percent of the Company's peak load during the most recent calendar year (unless such customer had non-coincident peak demand in excess of 90 megawatts in calendar year 2006 or any year thereafter); and/or (2) two or more individual nonresidential retail customers that aggregate demand to exceed five megawatts to become qualified to purchase electric energy competitively and that petition and receive from the Commission approval to combine or aggregate their demands.

"Electricity Supply Service" – The generation of electricity, or when provided together, the generation of electricity and its transmission to the distribution facilities of the Company on behalf of a retail customer.

"Fixed Resource Requirement (FRR)" – An alternative means for a load serving entity in PJM to meet its fixed capacity resource obligations by committing its own capacity.

"FRR Open Access Distribution Schedule" – The Company's retail rate schedules for customers purchasing Electricity Supply Service from a qualified Energy Service Provider and purchasing distribution service from the Company subject to § 56-577 A.6 of the Code of Virginia.

"Meter Reading" – Any reading obtained from a meter via manual or electronic reading process.

"Month" – The elapsed time between two successive meter readings approximately thirty (30) days apart.

"Non-Standard Meter" – A meter that is not a Standard Meter because it lacks the ability to provide one or more of the following functions: automated or remote Meter Reading, two-way communications, remote disconnection and reconnection capability, or the capability to store electric consumption data at specified time intervals compliant with existing tariffs and in conformance with applicable performance specifications.

"Open Access Distribution Schedule" – The Company's retail rate schedules for customers purchasing Electricity Supply Service from a qualified Energy Service Provider and purchasing distribution service from the Company energy in accordance with § 56-577 A.4 and A.5 of the Code of Virginia.

"PJM" – The entity that is regulated by FERC and that operates the transmission systems required for the delivery of electricity to the Company, the CSP, or the Retail Customer.

"Person" – Any individual, corporation, partnership, association, company, business, trust, joint venture, or other private legal entity, and the Commonwealth of Virginia or any city, county, town, authority or other political subdivision of the Commonwealth of Virginia.

"Standard Meter" -- A meter (1) capable of automated or remote meter reading and/or (2) capable of two-way communications and/or (3) capable of storing electric consumption data at specified time intervals compliant with existing tariffs and in conformance with applicable performance specifications.

"Standard Schedule" – Service made available to retail customers purchasing bundled generation, transmission and distribution services from the Company.

"Submetered Service" – The measurement of electricity by the owner/operator of a master metered multiple occupancy building for the purpose of determining the actual use of individual occupants.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### **DEFINITIONS** (Cont'd.)

"Telemetering Equipment" – Devices that collect, transmit or receive data for the purpose of measuring and recording Customers' consumption and usage of electric services.

#### APPLICATION

These Terms and Conditions of FRR Open Access Distribution Service apply to those customers eligible to take energy services from a qualified Energy Service Provider (ESP).

The Company reserves the right to require the applicant, before any electricity is delivered, to:

- (1) Establish that the applicant is the owner or bona fide lessee of the premises and to require all owners and bona fide lessees to have the electric service in their names.
- (2) Execute an electric service application. Notwithstanding the application, the applicant, by accepting the electricity, agrees to be bound by the applicable FRR Open Access Schedule and these terms and conditions as amended from time to time. Failure to make application does not relieve new customers from being liable for all services supplied since the last meter reading, either actual or estimated, under the appropriate tariff schedule.

A copy of the FRR Open Access Distribution Schedules and Terms and Conditions under which delivery service is to be rendered to the customer will be furnished upon request. The customer shall select the particular FRR Open Access Distribution Schedule, of those available, upon which the customer's application for service shall be based. The Company may assist the customer in making this selection but responsibility for the selection rests exclusively with the customer.

A written agreement may be required from each customer before delivery service will be commenced. A copy of the agreement will be furnished to the customer upon request.

When the customer desires delivery of energy at more than one point, a separate agreement will be required for each separate point of delivery. Delivery service at each point of delivery will be billed separately under the applicable FRR Open Access Distribution Schedule.

#### CUSTOMER CHOICE OF COMPETITIVE ELECTRIC SERVICE PROVIDER

Customers may be eligible for energy services from a qualified ESP. ESPs are also referred to as Competitive Service Providers (CSPs). Qualifications and other eligibility criteria for such entities are specified in the Supplier Terms and Conditions of Service. CSPs and Aggregators are also subject to any rules and licensing criteria established by the VA. S.C.C. for such entities.

Customers may change CSPs no more than once during any month, or may return to Standard Service from the Company, subject to the provisions below. Standard Service is provided under the Company's Standard Schedules and Terms and Conditions of Standard Service.

1. Any customer with an annual maximum demand of 500 kW or greater who returns to Standard Service from the Company must continue on such service for twelve (12) consecutive months. Annual maximum demand shall be based upon the customer's most recent 12 months' usage. The return to Standard Service shall be conducted under the same terms and conditions applicable to an enrollment with an ESP.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### CUSTOMER CHOICE OF COMPETITIVE ELECTRIC SERVICE PROVIDER (Cont'd)

- 2. A return to Standard Service from the Company due to an ESP abandoning service in Virginia, or in the event of an unauthorized change of ESP or similar violation of VA. S.C.C. rules, is not subject to the limit specified above.
- 3. Standard Service from the Company is offered pursuant to §56-582 of the Code of Virginia.
- 4. If the customer returns to Standard Service from the Company as the result of the ESP terminating energy service to the customer, for reasons other than those specified in (2) above, the customer shall have 30 days to choose a new ESP before the above limitation shall apply.

Any eligible customer who desires service must first contract with an ESP who will arrange for the provision of such services. The ESP shall then notify the Company at least fifteen (15) days prior to the customer's regularly scheduled meter read date for service to be effective at the end of that meter read date. Any request to change a customer's ESP received after fifteen (15) days prior to the customer's next regularly scheduled meter read date shall become effective at the end of the subsequent scheduled meter read date.

A customer is not permitted to have partial competitive electric service. The ESP(s) shall be responsible for providing the total energy consumed by the customer during any given billing month.

#### **DEPOSITS**

The customer may be required to make a deposit or suitable guarantee, not to exceed the equivalent of the non-residential customer's estimated bill for the two (2) highest consecutive months usage under the applicable FRR Open Access Distribution Schedule, as security for the payment of bills. If 12 months consecutive usage is not available, the deposit shall be calculated to be two (2) times the estimated monthly consumption of the property. Such deposit may be required of the customer at any time or from time to time before or after delivery service is commenced. The Company will pay simple interest on deposits held longer than ninety (90) days with said interest accruing from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect the refund. The interest rate to be paid on customer deposits will be determined annually by the VA. S.C.C. At the option of each customer making a security deposit, the Company will annually either make direct payment to the customer of all accrued interest, or will credit same to the customer's account.

Deposits will be refunded after 24 months of satisfactory credit. Satisfactory credit is defined as full payment of bills on or before the schedule due date for 24 consecutive months

The Company will not be required to provide delivery service if deposit conditions are not met or if an appropriate deposit is not paid as required.

The Company shall have a reasonable time in which to read and remove the meters and to ascertain that the obligations of the customer have been fully performed before being required to return any deposits. Retention by the Company, prior to final settlement, of any deposit or guarantee, shall not be deemed a payment or part payment of any bill for service.

#### METERING AND BILLING

All bills upon initiation and termination of distribution service from the Company will be based on actual meter readings.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### METERING AND BILLING (Cont'd)

Meters will be read monthly, unless otherwise indicated within an individual F.O.A.D. Schedule, except that readings may be estimated on occasion as necessary.

All electricity sold by the Company shall be on the basis of meter measurement, except for installations such as street lighting, outdoor lighting, traffic signal, and other service where the usage is constant and the consumption may readily be computed, consistent with tariff availability, and all charges for electricity used shall be calculated from the meter reading or estimated consumption and the usage at each Delivery Point shall be billed separately.

Whenever it is found that electric service is being used as a result of tampering, the customer will pay to the Company an amount estimated by the Company to be sufficient to cover the electric service used and not previously paid for, as well as an amount equal to any damage done to the Company's facilities as a result of such tampering.

When meters are installed by the Company to measure the Electric Service used by the Company's Customers, all charges for Electric Service used, except certain customer and minimum charges, shall be calculated from the readings of such meters. All meters used to determine billing will be owned and operated by the Company.

The Company installs, maintains and operates a variety of meters, including Advanced Meters, and related equipment designed to measure and record Customers' consumption and usage of electric services provided under this Tariff. The Company may from time to time, at its sole and exclusive discretion, install such meters and related equipment, including, but not limited to, telemetering equipment and Advance Meters, it deems reasonable and appropriate to provide electric service to Customers under this Tariff.

#### **PAYMENTS**

Bills will be rendered by the Company to the customer monthly in accordance with the FRR Open Access Distribution Schedule selected applicable to the customer's service, with the following exceptions:

#### **BUDGET BILLING**

Year-round Small General Service customers shall have the option of paying bills under the Company's Budget Billing plan (Budget), whereby the total distribution service for the succeeding 12-month period is estimated in advance, and bills are rendered monthly on the basis of one-twelfth of the 12-month estimate. The Company may at any time during the 12-month period adjust the estimate so made, and the bills rendered in accordance with such estimate, to conform more nearly with the actual charges for service being experienced. The normal equal payment period will be 12 months, commencing in any month selected by the Company, but in those cases where billing is commenced during a month which leaves less than 12 months until the beginning of the next normal equal payment period to which the customer is assigned, payments shall be calculated on the basis of the months in such period.

In case the actual charges for the service used during any equal payment period exceeds the bills as rendered on the Budget, the amount of such excess shall be paid by the customer in twelve equal payments, except that if the customer discontinues service with the Company under the Budget, any such excess not yet paid shall become payable immediately. In case the actual charges for the service used during the equal payment period is less than the amount paid under the Budget during such period, the amount of such overpayment shall, at the option of the Company, either be refunded to the customer or credited on the customer's last bill for the period.

If a customer fails to pay bills as rendered on the Budget for two consecutive months, the Company shall have the right to withdraw the plan with respect to such customer and to restore the customer to billing as provided for in the applicable FRR Open Access Distribution Schedules, in addition to any other rights which the Company may have under such FRR Open Access Distribution Schedules in case of arrearage in the payment of bills.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

PAYMENTS (Cont'd)

AVERAGE MONTHLY PAYMENT PLAN (AMP)

The Average Monthly Payment Plan (AMP) is available to year-round Small General Service customers.

The AMP Plan is designed to minimize large seasonal variations in electric service billings by allowing the customer to pay an average amount each month based on the current month's billing, including applicable taxes and surcharges, plus the eleven (11) preceding months, divided by the total billings days associated with those billings to get a per day average. The average daily amount will be multiplied by thirty (30) days to determine the current month's payment under the AMP Plan. At the next billing period, the oldest month's billing history is dropped, the current month's billing is added and the average is recalculated to find a new payment amount. The average is recalculated each month in this manner.

In such cases where sufficient billing history is not available, an AMP account may be established allowing the first month's amount due to be the average based on the actual billing for the month. The second month's amount due will be the average based on the first and second billing. The average will be recomputed each month using the available actual history throughout the first AMP year.

Actual billing will continue to be based on the applicable rate and meter readings obtained to determine consumption. The difference between actual billings and the averaged billings under the AMP Plan will be carried in a deferred balance that will accumulate both debit and credit differences for the duration of the AMP Plan year – twelve (12) consecutive months. At the end of the AMP Plan year (anniversary month), the net accumulated deferred balance is divided by twelve (12) and the result is included in the average payment amount starting with the first billing of the new AMP Plan year and continuing for twelve (12) consecutive months. Settlement occurs only when participation in the plan is terminated. This happens when an account is final billed, if the customer requests termination, or may be terminated by the Company if the customer fails to make two or more consecutive monthly payments on an account. The deferred balance (debit or credit) is then applied to the billing now due.

All bills from the Company are due in \$US dollars upon presentation to the customer, and are payable by any bill payment method accepted by the Company, or to any authorized collection agency of the Company within the time limits specified in the applicable FRR Open Access Distribution Schedule. Failure to receive a statement does not relieve the customer of the responsibility for payment in accordance with the provisions set forth herein. The Company reserves the right to apply any payment or payments made by the customer in whole or in part to any account due the Company by the customer unless specifically identified by the customer. The Company will not accept payments at the customer's premises in lieu of terminating service. Payments received through the United States Postal Service are considered paid when received at the Company's authorized payment centers.

In the event of the stoppage of or the failure of any meter to register the full amount of energy consumed, the customer will be billed for such period on an estimated consumption based upon the customer's use of energy in a similar period of like use, and the customer shall pay to the Company such estimated amount.

Where indicated on the applicable FRR Open Access Distribution Schedule, a delayed payment charge of 1-1/2% per month will be applied to any outstanding account balances for distribution charges, excluding local consumer utility taxes, not received by the Company by the date indicated in the payment provision of the applicable FRR Open Access Distribution Schedule.

The customer will be charged a service charge of \$10.00 when payment for services by check or other payment instrument is not honored by the customer's financial institution for any reason other than bank error.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### PAYMENTS (Cont'd)

#### AVERAGE MONTHLY PAYMENT PLAN (AMP) (Cont'd)

The customer remains responsible for payment of all services rendered by the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

#### CHANGE OF ADDRESS BY CUSTOMER

It is the responsibility of an existing customer to notify the Company when service is to be discontinued, and to provide a mailing address for the final bill.

When the Company receives notice from an existing customer that the service is to be discontinued, or from a prospective customer that an existing service is to be transferred into the prospective customer's name, the Company will determine the meter reading for the final bill to the existing customer. The existing customer will be responsible for all service supplied to the premises until such meter reading and discontinuance or transfer is made. When a notice of discontinuation is received from a rental property service will automatically revert to the Landlord upon termination by the Tenant. Transfer of service to a qualified prospective customer will not be delayed or denied because of nonpayment of the final bill by the former customer, unless the former customer continues to be a consumer of electric service at the premises.

#### INSPECTION

It is in the interest of the customer to properly install and maintain the customer's wiring, appliances and electrical equipment, and the customer shall at all times be responsible for the character and condition thereof. It is the customer's responsibility to assure that all inside wiring, appliances and equipment are grounded and are otherwise in accordance with requirements of the National Electric Code or the requirements of any local inspection authority having jurisdiction. The Company is not required to inspect such wiring and electrical equipment and in no event shall the Company be responsible or liable for any damages to person or property caused by such wiring or electrical equipment.

Where a customer's premises are located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Company shall withhold furnishing service to new installations until it has received evidence that the inspection laws or ordinances have been complied with.

Where the customer's premises are located outside of an area where inspection laws or ordinances are in effect, the Company may require the delivery by the customer to the Company of an agreement duly signed by the owner and tenant (where applicable) of such premises authorizing the connection to the wiring system of the customer and assuming responsibility therefor. The Company shall have no responsibility or liability by virtue of its waiver of this requirement.

#### SERVICE CONNECTIONS

The Company shall not be required to obtain easements or permits over or under the property of another necessary for service if the terms thereof are unduly burdensome. The Company shall not be required to provide electric service until a reasonable time has elapsed after the Company has obtained or received all suitable permits, certificates, and easements.

If requested, applicants and customers shall supply the Company with drawings and specifications covering the plot and structures requiring electric service. The Company shall not be obligated to provide electric service until the applicant or customer has properly prepared the site for installation of the Company's facilities.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### SERVICE CONNECTIONS (Cont'd)

The Company shall supply electricity at one Delivery Point whose location shall be determined by the Company. The customer's wiring shall, except for those cases listed below, be brought outside the building wall nearest the Company's service wires so as to be readily accessible thereto. When service is from an overhead system, the customer's wiring shall extend at least 18 inches beyond the building.

The Company will not furnish, install or replace service entrance cable.

Whenever a customer desires that energy be delivered at a point other than that designated by the Company, the customer shall pay a Contribution-in-Aid-of-Construction (CIAC) reimbursing the Company for the additional costs of providing such service. The customer shall also reimburse the Company for all state and federal income taxes associated with the CIAC.

If the customer desires equipment, facilities or engineering estimates in excess of those which the Company would normally provide, and the Company finds it practicable, such additional equipment, facilities and engineering estimates will be supplied by the Company provided the customer pays in advance of construction, the additional estimated costs or agrees to pay a monthly facility charge equal to 1.13% of the additional estimated costs.

The Company shall provide underground distribution and/or underground services to individual customers, to groups of customers, or to real estate developers in accordance with the Underground Installation Plan on file with the VA. S.C.C. Copies of the Underground Installation Plan are available upon request.

Whenever service (other than temporary service) is initiated to any customer at any particular location, a service charge of \$12.00 will be made.

#### TRANSMISSION SERVICE

Transmission service shall be made available under the terms and conditions contained within the applicable PJM Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission. The ESP or the customer shall contract for transmission service under the applicable PJM Open Access Transmission Tariff. The ESP or its designee is responsible for scheduling under the applicable PJM Open Access Transmission Tariff. The ESP will be billed under and must also purchase or provide ancillary services as specified under the applicable PJM Open Access Transmission Tariff.

Preliminary transmission settlement may be conducted following the end of each calendar month. Final settlement will occur 45 days after the end of the month in question.

Billing and payment shall be performed as specified in the applicable PJM Open Access Transmission Tariff.

#### LOSSES

The ESP shall provide, through appropriate arrangements, both transmission and distribution losses as required to serve customers at various delivery voltages under the provisions of the applicable PJM Open Access Transmission Tariff, then the ESP must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 2.3% additional losses of amounts received by the Transmission Provider for delivery to the customer. Customers served at secondary distribution voltage require 5.2% additional losses of amounts received by the Transmission Provider for delivery to the customer.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### INTERVAL METERING INSTALLATIONS

A customer may request an interval meter. The cost of any interval metering facilities installed by the Company as a result of such request shall be paid by the customer.

Meter Class	Charge (\$)
Class 320 Singlephase	730.00
Class 320 Network	730.00
Class 20 TR Polyphase	730.00
Class 320 Polyphase	730.00
Additional Cost if a reactive switch is installed	160.00

Customers with interval metering shall pay a monthly net charge of \$0.20 to cover the incremental cost of operation and maintenance and meter data management associated with such interval metering.

The customer may select a meter from the Company's approved equipment list. The customer may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol.

#### LOAD PROFILING AND ESTIMATION

All load profiling shall be performed by the Company consistent with the provisions of 20 VAC 5-312-100. Sample data and customer specific interval metering, when available, will be used in the development of the total load profile, including losses, for which an ESP is responsible for providing generation and possibly transmission services. Sample data and customer specific interval metering shall be provided as required for monthly billing.

For customers without interval metering, an estimate of hourly loads will be made using actual sample inferences or computer models that incorporate historical interval data from load research samples, weather data, season, and day-type along with customer specific data such as monthly usage and voltage type. The Company will make the applicable customer class and customer segment load profiles available to ESPs.

Each ESP's hourly load responsibility shall be determined by aggregating its customers' interval metered loads and applicable load profiles as specified above, including applicable energy losses on the transmission and distribution systems and an allocated portion of unaccounted for energy.

Interval metered and profiled customer loads shall be aggregated and used to determine transmission customers' monthly load for purposes of settlement of transmission and ancillary service charges in PJM. While initial settlements may rely on forecasted loads, reconciliations or final settlement will recognize customers' metered consumption, delivery voltage levels, and to the extent appropriate for demand profiled loads, measures of actual weather.

#### RELOCATION OF COMPANY'S FACILITIES AT CUSTOMER'S REQUEST

Whenever, at customer's request the Company's facilities located on the customer's premises are relocated to suit the convenience of the customer, the customer shall reimburse the Company for the entire cost incurred in making such relocation. Such reimbursement shall include all state and federal income taxes associated with the relocation cost.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### **COMPANY'S LIABILITY**

The Company shall use reasonable diligence in attempting to deliver a regular and uninterrupted supply of energy, but the Company does not guarantee uninterrupted service. The Company shall not be liable for damages for injury to person or property in the event such supply is interrupted or fails by reason of an act of God, the public enemy, accidents, strikes or labor disputes, orders or acts of civil or military authority, breakdowns or injury to the machinery, transmission lines, distribution lines or other facilities of the Company, extraordinary repairs, or any other occurrence beyond the Company's control, or any act of the Company to interrupt delivery service to any customer whenever such interruption is necessary to prevent or limit any instability or disturbance on the electric system of the Company or any electric system interconnected with the Company.

The Company shall not be liable for damages in case such service to the customer should be interrupted by failure of the customer's ESP to provide appropriate energy to the Company for delivery to the customer.

Unless otherwise provided in a contract between the Company and the customer, the point at which service is delivered by the Company to the customer, to be known as "delivery point," shall be the point at which the customer's facilities are connected to the Company's facilities. The metering device is the property of the Company; however, the meter base and all internal parts inside the meter base are customer owned, and are the responsibility of the customer to install and maintain. The Company shall not be liable for any loss, injury or damage resulting from the customer's use of the customer's equipment or use of the energy furnished by the Company beyond the delivery point.

The Company does not guarantee the Delivery Service against fluctuations or interruptions. The Company will not be liable for any damages, whether direct or consequential, including, without limitations, loss of profits, loss of revenue, or loss of production capacity occasioned by fluctuations or interruptions. The customer shall provide and maintain suitable protective devices on the customer's equipment to prevent any loss, injury, or damage that might result from single phasing conditions or any other fluctuation or irregularity in the delivery of energy. The Company shall not be liable for any loss, injury, or damage resulting from a single phasing condition or any other fluctuation or irregularity in the delivery of energy which could have been prevented by the use of such protective devices.

The Company is not responsible for loss or damage caused by the disconnection or reconnection of its facilities. The Company is not responsible for loss or damages caused by the theft or destruction of Company facilities by a third party

The Company shall provide and maintain the necessary line or service connections, transformers (when same are required by conditions of contract between the parties thereto), and other apparatus which may be required for the proper measurement of and protection to its service. All such apparatus shall be and remain the property of the Company and the Company shall be granted ready access to the same.

The Company will provide and maintain the necessary meters and other apparatus which may be required for the proper measurement of the Company's service. All such apparatus shall be and remain the property of the Company and the Company shall be granted ready access to the same, except to read inside meters. Such access to inside meters shall be granted during the Company's regular business hours upon reasonable request to customers.

#### **CUSTOMER'S LIABILITY**

In the event of loss or injury to the Company's property through misuse by, or negligence of, the customer, or the customer's agents and employees, the customer shall be obligated for and shall pay to the Company the full cost of repairing or replacing such property. The customer shall be responsible for the entire cost incurred in relocating a Company pole if the customer jeopardizes the integrity of the pole.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### CUSTOMER'S LIABILITY (Cont'd)

The customer and the customer's agents and employees shall not tamper with, interfere with, or break seals of any meters or other related apparatus used by the Company, regardless of ownership and regardless of whether such meters and apparatus are installed and maintained by the Company, and the customer assumes all liability for the consequences thereof. The customer hereby agrees that no one except the employees of the Company, or their agents, shall be allowed to make any internal or external adjustments of any installed meter used by the Company, regardless of ownership and regardless of whether such meters and apparatus are installed and maintained by the Company.

The Company shall have the right at all reasonable hours and in emergencies to enter the premises of the customer for the purpose of installing, reading, removing, testing, replacing, or otherwise disposing of meters used by the Company, regardless of ownership, and all Company-owned apparatus and property. The Company shall have the right discontinue electric service if such access at any time is not provided. The Company shall also have the right to remove any or all of the Company's property in the event of the termination of the customer's service for any reason.

#### LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

In order to provide distribution service to the customer, the Company shall have the right to construct its poles, lines and circuits on the customer's property and to place its transformers and other apparatus on the property or within the buildings of the customer at a point or points convenient for such purpose.

The customer shall provide suitable space for the installation of necessary measuring instruments at an outside location, where practicable, designated by the Company, so that such instruments will be protected from injury by the elements or through the negligence or deliberate acts of the customer, its agents and employees. Such space for measuring instruments should be unobstructed, readily accessible and safe and convenient for reading, testing and servicing by the Company.

#### USE OF SERVICE BY CUSTOMER

The FRR Open Access Distribution Schedules included in this tariff are classified by the character of use of such service and are not available for service except as provided therein.

Where FRR Open Access Distribution Schedules require written contractual arrangements, it shall be understood that upon the expiration of a contract, the customer may elect to renew the contract upon the same or another FRR Open Access Distribution Schedule published by the Company available and applicable to the customer's requirements, except that in no case shall the Company be required to maintain transmission, switching or transformation equipment (either for voltage or current characteristics) different from or in addition to that generally furnished to other customers receiving electrical supply under the terms of the FRR Open Access Distribution Schedule elected by the customer.

A customer may not change from one FRR Open Access Distribution Schedule to another FRR Open Access Distribution Schedule during the term of the contract except with the consent of the Company. However, the customer may change to the corresponding Standard Schedule, subject to the customer's contractual agreement with the customer's ESP and in accordance with the VA S.C.C.'s rules governing minimum stay provisions and switching.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### USE OF SERVICE BY CUSTOMER (Cont'd)

If the customer is notified that the customer's current ESP is terminating energy service to the customer, the customer must then select a new ESP who notifies the Company of the pending switch through an EDI transaction 15 days prior to the scheduled date of termination, or the customer must continue to take service under the Company's Standard Service Schedules for a period of not less than twelve (12) consecutive months. Under no circumstance shall any customer be relieved of the terms of any special agreements with the Company.

The service connections, transformers, meters and appliances supplied by the Company for each customer have a definite capacity and no additions to the equipment, or load connected thereto, shall be allowed, except with the consent of the Company.

The customer shall install only motors, apparatus or appliances which are suitable for operation in connection with the character of the service delivered by the Company and which shall not be detrimental to the Company's supply of electricity to other customers. The electric power shall not be used in such a manner as to cause unwarranted voltage fluctuations or disturbances in the Company's transmission or distribution system.

The operation of certain electrical equipment can result in disturbances (e.g., voltage fluctuations, harmonics, etc.) on the transmission and distribution systems which can adversely impact the operation of equipment for other customers. Customers are expected to abide by industry standards, such as those contained in ANSI/IEEE 519 or the IEEE/GE voltage flicker criteria, when operating such equipment. The customer shall be responsible for all costs associated with mitigating disturbances introduced by the Customer on the Company's transmission or distribution system that are deemed by the Company to be detrimental to the Company's supply of electricity to other customers. The Company may refuse or disconnect service to customers for using electricity or equipment which adversely affects distribution company service to other customers. Copies of the applicable criteria will be provided upon request.

The customer shall make no attachment of any kind whatsoever to the Company's lines, poles, crossarms, structures, or other facilities without the express written consent of the Company.

All apparatus used by the customer shall be designed, maintained and operated as to secure the highest practicable commercial efficiency and power factor and the proper balancing of phases. Motors which are frequently started or which are arranged for automatic control, shall be designed in a manner which gives maximum starting torque with minimum current flow, and shall be equipped with controlling devices approved by the Company. The customer shall notify the Company of any anticipated increase in demand which has the potential for exceeding the capacity of the Company's facilities serving the customer.

The customer shall not be permitted to operate generating equipment in parallel with the Company's service except with the express written permission of the Company.

Resale of energy will only be permitted by written consent of the Company.

#### CHARACTERISTICS OF SERVICE SUPPLIED

The following definitions apply to terms used below:

"Nominal Voltage" is the reference level of service voltage.

"Maximum Voltage" is the greatest 5-minute mean or average voltage.

"Minimum Voltage" is the least 5-minute mean or average voltage.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### CHARACTERISTICS OF SERVICE SUPPLIED (Cont'd)

The Company shall endeavor to deliver at voltages within the following limits:

1. For electricity delivered for non-residential services, the variation from nominal voltage to minimum voltage will not exceed 7.5% of the nominal voltage, and the variation from nominal voltage will not exceed 7.5% of the nominal voltage.

The Company shall not be responsible for variations in voltage in excess of those specified above arising from causes beyond the control of the Company.

The standard nominal distribution service voltages within the service area of the Company are:

Secondary		Primary
Single Phase	Three Phase	Three Phase
120/240 volts	120/208 volts	4.16*/2.4 kV
120/208 volts	120/240 volts	12.47/7.2 kV
	277/480 volts	34.5/19.9 kV

<sup>\* 4.16</sup> kV is no longer available for new service extensions.

The standard subtransmission and transmission voltages within the service area of the Company are:

Subtransmission	Transmission
Three Phase	Three Phase
34.5 kV	138 kV or higher
46.0 kV	
69.0 kV	

#### METER ACCURACY AND TESTS

The Company's meter performance levels, testing methods, and test schedules are in conformance with the standards recommended by the American National Standard Code for Electricity Metering, (ANSI C12.1), as revised from time to time.

The performance of a Watthour meter is considered to be acceptable when the meter disk does not creep and when the percent registration is not more than 102%, nor less than 98%, based upon the simple average of light load and heavy load.

The performance of a demand meter or register shall be acceptable when the error in registration does not exceed 4% in terms of full scale value when tested at any point between 25% and 100% of full scale value.

Whenever Watthour meters are being tested for accuracy and found to be registering outside 1% on either light or heavy load or outside 2% on lag, the percentage registration of the meter shall be adjusted to within these limits of error or the meter shall be discarded.

Whenever demand meters or registers are being tested for accuracy and found to be registering outside  $\pm 4\%$  of full scale value, the demand meter or register shall be adjusted to within  $\pm 2\%$  of full scale value or the meter shall be discarded.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### METER ACCURACY AND TESTS (Cont'd)

The Company shall adhere to the following testing procedure:

- 1. New metering devices, including meter and instrument transformers, shall be inspected and sample tested by the Company. The Company shall obtain certified test results from the manufacturer. The Company must sample test meters based on American National Standard ANSI C12.1. The Company shall have sample test results available for inspection for a period of (2) years.
- 2. In service meters shall be tested for accuracy upon customer request or complaint and shall be included in a sample or periodic test program.
  - a. All self-contained meters shall be tested according to a statistical sampling plan acceptable to the State Corporation Commission.
  - b. All transformer rated meters shall be tested by a periodic test program. The periodic test program shall not exceed the current guidelines as specified in accordance with ANSI C12.1 or as it may be revised.

The Company shall, without charge, make a test of the accuracy of any Company-owned electric meter upon request, provided the customer does not request such tests more frequently than once every two years. If tests of Company-owned meters are required by the customer to be made more frequently than once every two years, then the customer shall pay the Company a deposit of \$15 for a single phase meter or \$30 for a polyphase meter for each test. The deposit shall be refunded only if the percentage registration of the meter is less than 98% or greater than 102%.

Whenever a Watthour meter is found, upon periodic, request, or complaint tests, to have an average error of registration of more than 2% fast, the Company shall recalculate the monthly bills for a period equal to one-half the time elapsed since the last test, but this period shall not exceed 12 months, except in cases where a meter error can be documented for periods longer than 12 months.

Whenever a Watthour meter is found, upon periodic, request, or complaint tests, to have an average error of registration of more than 2% slow, the Company shall recalculate the monthly bills for a period equal to one-half the time elapsed since the last test, but this period shall not exceed 12 months, except in cases where a meter error can be documented for periods longer than 12 months.

The Company is under no obligation, legal or regulatory, to replace any properly functioning meter in service.

#### **BILLING ERRORS**

If the customer has been undercharged because of errors other than meter accuracy, the Company shall estimate and bill the customer for the electricity used during the entire period of incorrect billing, up to a maximum of 12 months. The Company shall offer the customer reasonable payment arrangements for the amount of the bill, taking into account the period of the undercharge.

If the customer has been overcharged because of errors other than meter accuracy, the Company shall refund or credit the amount of the overcharge for a period not to exceed 36 months unless the customer can provide bills that prove the billing error existed more than 36 months.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### **EXTENSIONS OF SERVICE**

In those cases where it is not feasible or practical to construct lines on public rights-of-way and it is necessary to secure rights-of-way on private property or tree trimming permits, the applicant or applicants shall secure the same or assist the Company in obtaining such rights-of-way on private property or tree trimming permits without cost to the Company before construction shall commence.

The Company shall be under no obligation to construct rural lines in the event the necessary rights-of-way or tree trimming permits cannot be so obtained.

The Company will make extensions or expansions of its overhead facilities for non-residential in accordance with the provisions below: "Annual carrying charge" is the annual rate to cover the Company's cost of providing facilities as well as a reasonable return on the investment.

The Company will supply and meter service at one delivery point through overhead facilities of a kind and type of transmission or distribution line or substation equipment normally used by the Company.

The Company will, for single phase service for new loads up to and including 25 kW estimated demand, extend service not more than 150 feet from existing secondary facilities of 300 volts or less having adequate capacity, at no charge to the customer. Extensions of facilities for service which do not meet each of the above criteria will be provided pursuant to the remaining provisions of this section.

For service delivered under any of the Company's approved FRR Open Access Distribution Schedules to estimated new loads above 25 kW or for extensions for loads 25 kW or less not meeting all of the criteria covered in the previous paragraph, the Company may require a Contribution-in-Aid-of-Construction prior to the extension or expansion of its facilities based upon an analysis of the economic justification of making such extensions or expansions. Economic justification will be based upon a comparison of the annual cost to the Company and the increase in annual base rate non-fuel revenue. Annual cost to the Company equals the additional investment in local facilities to serve the new load times the Company's annual carrying charge rate of 10.73%; and the increase in annual base rate revenue equals the annual revenue from the estimated increase in annual base rate revenue is less than the annual cost to the Company of the extended or expanded facilities, the customer will be required to pay the Company a Contribution-in-Aid-of-Construction (CIAC) equal to the annual cost to the Company less the increase in annual base rate revenue from the extension, divided by the Company's annual carrying charge rate. The customer shall also reimburse the Company for all state and federal income taxes associated with the CIAC. If the increase in annual base rate revenue is equal to or greater than the annual cost to the Company, the extension or expansion of facilities will be provided at no charge to the customer.

If the Company has reason to question: (1) the financial stability of the customer requesting an extension or expansion of service or (2) the duration of the customer's electric service requirements, or (3) if the customer's service requirements are seasonal or temporary, or (4) if the customer requires special facilities to meet the customer's service requirements, the Company may, at its option, in addition to imposing a Contribution-in-Aid-of-Construction as determined under the provisions of this section, (a) require the customer to execute the Advance and Refund Line Extension Agreement; (b) require that service be provided under the terms of Schedule O.A.D.-T.S.; (c) require a long-term contract; and/or (d) require a special minimum charge or definite and written guarantee from the customer in addition to any minimum payment required by the applicable FRR Open Access Distribution Schedule.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### EXTENSIONS OF SERVICE (Cont'd)

If, at any time, the financial condition of the Company is such that it cannot issue debt securities necessary to pay for the construction of new facilities, the Company may require from the customer a Contribution-in-Aid-of-Construction and/or execution by the customer of the Advance and Refund Line Extension Agreement to cover the total cost of tapping existing transmission or distribution lines and increasing existing station capacity and new facilities required to serve new or increased loads. The Company shall advise the VA. S.C.C. when this condition exists.

#### DENIAL OR DISCONTINUANCE OF SERVICE

#### **Denial of Service**

Except as may be otherwise provided by law, the Company reserves the right to deny service to any applicant for any of the following reasons:

- 1) Whenever, in the Company's opinion, the applicant's installation of wiring or electrical energy consuming equipment is regarded as dangerous or creating a hazardous condition or is of such condition that satisfactory service cannot be provided.
- 2) Whenever, in the Company's opinion, it has reasonable cause to believe the applicant is attempting to obtain service fraudulently.
- 3) Whenever, in the Company's opinion, the applicant's use of electricity or equipment interferes with or may be detrimental to the service of other customers.
- 4) Whenever the applicant has failed to supply requested documentation (e.g., a lease or proper identification).
- 5) Whenever the applicant has failed to make payment of required monies (e.g., a deposit or old debt).
- 6) For prior indebtedness by a previous customer provided that the previous customer continues to be an owner or bona fide lessee at the premises.

#### **Discontinuance of Service**

a) Discontinuance of Service Without Notice:

The Company reserves the right to discontinue furnishing electric service to an applicant or customer at any time, without notice, upon the occurrence of any one of the following events:

- 1) Whenever, in the Company's opinion, the customer's installation of wiring or electrical energy consuming equipment is regarded as dangerous or creating a hazardous condition or is of such condition that satisfactory service cannot be provided.
- 2) Whenever, in the Company's opinion, an emergency situation exists.
- 3) Whenever, in the Company's opinion, it has reasonable cause to believe that its meter, wires, or other equipment have in any manner been tampered with.
- 4) Whenever, in the Company's opinion, the customer's use of electricity or equipment interferes with or may be detrimental to the service of other customers.
- 5) Whenever an applicant has taken residency of a premise where the electric service is still on, but fails to provide either requested documentation (lease, ID) or required monies (deposit, old debt) for the establishment of the applicant's new account.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### **DENIAL OR DISCONTINUANCE OF SERVICE (Cont'd)**

#### **Discontinuance of Service** (Cont'd)

b) Discontinuance of Service With Notice:

The Company reserves the right to discontinue furnishing electric service to a customer after ten (10) days written notice from the Company to the customer upon the occurrence of any of the following events:

- 1) If the customer owes any monies to the Company for any service previously rendered at any location.
- 2) Service may also be denied by the Company for prior indebtedness by a previous customer provided that the previous customer continues to be an owner or bona fide lessee at the premises.
- 3) For failure to comply with any of the Company's FRR Open Access Distribution Terms and Conditions as filed with the Commission, or with any of the conditions or obligations of any agreement with the Company for the purchase of electricity.
- 4) For failure to provide and maintain adequate security for the payment of bills as requested by the Company.
- 5) Whenever the customer has denied a Company representative access, or failed to provide safe access, to the Company's meter, wires or other equipment installed in the customer's premises.
- 6) Whenever actions or threats are made by a customer, or anyone on the customer's premises, which are reasonably perceived by a utility employee as violent or unsafe.
- 7) Whenever, in the Company's opinion, it has reasonable cause to believe that the customer is receiving electricity fraudulently.

Notice of discontinuance shall be considered to be given to a customer when a copy of such notice is left with the customer, or left at the premises where his bill is rendered, or posted in the United States mail, addressed to the customer's last post office address shown on the records of the Company. The Company shall provide a customer who has chosen to receive paperless billing an electronic notice of disconnection in addition to a paper notice.

Whenever the supply of electricity is disconnected in accordance herewith, the Company shall not be liable for any damages, direct or indirect, that may result from such disconnection.

Any discontinuance of service shall not terminate the contract between the Company and the customer, nor shall it abrogate any minimum charge which may be effective.

Discontinuance of service for non-payment shall not take place (1) when the National Weather Service predicts the temperature to be above 95 degrees Fahrenheit or below 32 degrees Fahrenheit at or near the customer's service location, or (2) on Fridays, weekends, legal holidays, or the day before a legal holiday. For purposes of this section, the Company recognizes the following holidays: New Year's Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day

#### RECONNECTION OF ELECTRIC SERVICE

- In cases where the Company had discontinued service as herein provided for, the customer shall pay the Company a reconnection charge, as described below, prior to the Company's reconnection of the service. For purposes of this section, the Company recognizes the following holidays: New Year's Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, and Christmas Day.
  - a. When payment is made during normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays), service will be reconnected the same day to residential or small

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general service customers for a reconnect fee of \$60.00 for a customer with an alternative meter, and \$20.00 for a customer with a standard meter capable of remote reconnection through the Customer Solutions Center.

- b. When payment is made between 5:00 p.m. and 7:00 p.m. Monday through Friday (excluding holidays), service will be reconnected the same day to residential or small general service customers for a reconnect fee of \$85.00 for a customer with an alternative meter, and \$20.00 for a customer with a standard meter capable of remote reconnection through the Customer Solutions Center
- c. or payments made after 7:00 p.m. Monday through Friday or during weekends or holidays, service to residential or small general service customers will be reconnected between 8:00 a.m. and 12:00 noon the next regular business day for a reconnect fee of \$60.00 for a customer with an alternative meter, and \$20.00 for a customer with a standard meter capable of remote reconnection through the Customer Solutions Center.
- d. However, in lieu of waiting for the next business day as described in (c) above, a customer with an alternative meter shall have the option of paying a \$115.00 reconnection fee for reconnection the next non-business day. Customers with a standard meter capable of remote reconnection through the Customer Solutions Center will be reconnected for \$20.00.
- e. For all other customers the charge shall be the actual cost of making the reconnection.
- f. The reconnection charge for all customers, where service has been disconnected for fraudulent use of electricity, will be the actual cost of the reconnection.
- 2) When the Company requires past-due balances to be paid prior to reconnection, the Company may further require such payments to be made by cash, certified check, cashier's check or money order at a Company designated payment location when, during the previous twelve months, either of the events below have occurred:
  - a. The customer's electric service has been disconnected due to non-payment of any bill for electric service
  - b. The customer has attempted to make payments by a check upon which the Company was initially unable to collect
- 3) In addition, the Company may, at its option, require a deposit from the customer prior to reconnecting the service.
- 4) Where service has been discontinued at the request of the customer, and where the same customer requests that the service be reconnected within a period of 8 months from the date that service was discontinued, the customer will be required to pay (1) the avoided monthly basic service charges associated with the rate schedule on which the customer was previously receiving service, plus (2) the reconnection charge in accordance with the above stated reconnection charges.

#### CUSTOMER INFORMATION DISCLOSURE

The Company is required by VA. S.C.C. rules to provide, upon the request of a CSP or Aggregator, a mass list of customers eligible to take competitive energy services. Such list will include the following customer information: (a) customer name, (b) service address, (c) billing address, (d) either an account number, a service delivery point, or universal identifier, as applicable, (e) meter reading date or cycle, (f) rate class and subclass or rider, as applicable, (g) load profile reference category, if not based on rate class and (h) up to twelve months of cumulative historic energy usage and annual peak demand information as available.

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#### TERMS AND CONDITIONS OF FRR OPEN ACCESS DISTRIBUTION SERVICE

#### CUSTOMER INFORMATION DISCLOSURE (Cont'd)

Customers may have their information, in total, withheld from this list by contacting the Company. Neither the Company, a CSP nor an Aggregator may release any additional customer-specific information except as authorized by the customer or as required for the monthly forecasting, scheduling, delivery and billing process. In no event shall confidential information such as credit history or personal telephone number be released unless the customer specifically requests the release of such information. This provision, however, shall not restrict the disclosure of credit and payment information as currently permitted by applicable federal and state statutes.

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#### SUPPLIER TERMS AND CONDITIONS OF SERVICE

#### APPLICATION

These Supplier Terms and Conditions of Service apply to any generator, aggregator, broker, marketer, or other person or entity that supplies or offers to supply a competitive retail electric service to customers who take distribution service from the Company. A copy of the Supplier Terms and Conditions of Service will be furnished upon request.

#### CUSTOMER CHOICE OF COMPETITIVE SERVICE PROVIDERS

Customers may elect energy services from a qualified ESP. ESPs are also referred to as Competitive Service Providers (CSPs). Qualifications and other eligibility criteria for such entities are specified in the Supplier Terms and Conditions of Service. CSPs and Aggregators are also subject to any rules and licensing criteria established by the VA. S.C.C. for such entities.

Customers may change CSPs no more than once during any month, or may return to Standard Service from the Company, subject to the provisions below. Standard Service is provided under the Company's Standard Schedules and Terms and Conditions of Standard Service.

- 1. Any customer with an annual maximum demand of 500 kW or greater who returns to Standard Service from the Company must continue on such service for twelve (12) consecutive months. Annual maximum demand shall be based upon the customer's most recent 12 months' usage. The return to Standard Service shall be conducted under the same terms and conditions applicable to an enrollment with an ESP.
- 2. A return to Standard Service from the Company due to an ESP abandoning service in Virginia, or in the event of an unauthorized change of ESP or similar violation of VA. S.C.C. rules, is not subject to the limit specified above.
- 3. Standard Service from the Company is offered pursuant to §56-582 of the Code of Virginia.
- 4. If the customer returns to Standard Service from the Company as the result of the ESP terminating energy service to the customer, for reasons other than those specified in (2) above, the customer shall have 30 days to choose a new ESP before the above limitation shall apply.

Any eligible customer who desires service from a CSP must first contract with an ESP who will arrange for the provision of such services. The ESP shall then notify the Company at least fifteen (15) days prior to the customer's regularly scheduled meter read date for service to be effective at the end of that meter read date. Any request to change a customer's CSP received after fifteen (15) days prior to customer's regularly scheduled meter read date shall become effective at the end of the subsequent scheduled meter read date.

#### GENERAL PROVISIONS FOR COMPETITIVE ELECTRIC SERVICE PROVIDERS

A CSP must comply with all rules and requirements established by the VA. S.C.C. pertaining, but not limited to, general business practices, information disclosure, customer contract rescission, dispute resolution, customer authorization for switching suppliers, termination of customer contracts, information exchange and supply obligations. A CSP must also agree to comply with all applicable provisions of the Company's FRR Open Access Distribution Service Schedules, Supplier Terms and Conditions of Service, Terms and Conditions of FRR Open Access Distribution Service, and the applicable PJM Open Access Transmission Tariff. A CSP must also comply with the National Electrical Safety Code if applicable to the service provided by the CSP.

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#### SUPPLIER TERMS AND CONDITIONS OF SERVICE

#### GENERAL PROVISIONS FOR COMPETITIVE ELECTRIC SERVICE PROVIDERS (Cont'd)

A CSP must complete the Company's registration process prior to offering competitive energy services to customers. A registered CSP must continue to comply with the Company's registration requirements on an ongoing basis. Prior to imposing a non-emergency restriction on a registered CSP or revoking a CSP's registration, the Company will notify the CSP, as specified by the VA. S.C.C., of the impending restriction or revocation. Such notification will not apply in emergency situations or when a CSP's registration is revoked due to the CSP's failure to complete the annual registration process.

The Company shall provide, upon the request of a CSP or Aggregator, a mass list of eligible customers. Such list will include the best available data from the Company's billing system. The Company assumes no liability for the accuracy of the information on the list, including customers' eligibility to take competitive energy services. The CSP shall pay the Company \$150.00 for each customer list provided. The Company shall update the list quarterly. To the extent a CSP utilizes the customer list in its marketing efforts, the CSP must use the most recent list made available by the Company.

#### RULES GOVERNING COMPETITIVE SERVICE PROVIDERS

All CSPs and Aggregators shall comply with the VA. S.C.C.'s Rules Governing Retail Access to Competitive Energy Services and the Rules Governing Exemptions to Minimum Stay Requirements and Wires Charges, which are incorporated herein.

#### **ENERGY SERVICE PROVIDERS (ESPs) AND AGGREGATORS**

Each person desiring to participate in the Virginia retail electric energy market as an ESP or Aggregator must be licensed by the VA. S.C.C. Each person applying for a license to conduct business as an ESP or an Aggregator shall contemporaneously serve a copy of its application for licensure upon the Company if it intends to operate within the Company's service territory.

ESPs desiring to provide retail electric energy services to customers located within the Company's Service Territory must also register with the Company. The ESP shall submit a completed registration application, on the form provided by the Company. Such registration may require the ESP to certify that that the CSP will provide electric energy to (i) electricity customers whose demand during the most recent calendar year exceeded five megawatts but did not exceed one percent of the Company's peak load during the most recent calendar year (unless such customer had non-coincident peak demand in excess of 90 megawatts in calendar year 2006 or any year thereafter); and/or (ii) two or more individual nonresidential retail customers that aggregate demand to exceed five megawatts to become qualified to purchase electric energy competitively and that petition and receive from the VA. S.C.C. approval to combine or aggregate their demands provided that if the Company has elected the FRR alternative then the customer shall continue to pay the Company for the non-fuel generation capacity and transmission related costs. If the CSP provides electric energy to any customer that falls outside the above two categories, the CSP shall prove, by affidavit or otherwise, that it will provide Electricity Supply Service provided 100 percent from renewable energy in accordance with § 56-576 and § 56-577 A 5 of the Code of Virginia. A copy of the registration application will be furnished upon request.

ESPs are required to re-register annually and such re-registration shall include an update or confirmation of the ESPs' application information.

The registration process may be initiated upon receipt by the Company of an application for licensure by the VA. S.C.C. However, the Company will not complete the registration process until proof of licensure by the VA. S.C.C. has been provided.

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#### SUPPLIER TERMS AND CONDITIONS OF SERVICE

#### ENERGY SERVICE PROVIDERS (ESPs) AND AGGREGATORS (Cont'd)

All applicable agreements, including but not limited to, agreements between the ESPs and the Company regarding services provided by either party, must be executed in order to complete the registration process. Proof of creditworthiness to the Company, including, if required, an appropriate financial instrument to be held by the Company, is necessary in order to complete the registration process. The ESP shall provide proof that it has executed those PJM agreements necessary to provide electricity supply service to retail customers.

#### **ESP CREDIT REQUIREMENTS**

The Company will apply, on a non-discriminatory and consistent basis, reasonable financial standards to assess and examine an ESP's creditworthiness. These standards will take into consideration the scope of operations of each ESP and the level of risk to the Company. This determination will be aided by appropriate data concerning the ESP, including load data or reasonable estimates thereof, where applicable.

In considering an ESP's creditworthiness, the Company will review whether the ESP has, and maintains, stable or better investment grade senior unsecured (unenhanced) long-term debt ratings from any two of the following three rating agencies:

Agency Senior Securities Rating (Bonds)	
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch	BBB- or higher

The ESP also will provide the Company, for its creditworthiness determination, with its or its parent's independently-audited financial statements, or Form 10K (if applicable), for the last three fiscal years, and its or its parent's most recent quarterly unaudited financial statements or Form 10Q (if applicable.)

The Company shall make reasonable alternative credit arrangements with an ESP that is unable to establish creditworthiness and with those ESPs whose credit requirements exceed their allowed unsecured credit limit.

The ESP may choose from any of the following credit arrangements which must be in an acceptable format and from an acceptable issuee to the Company: (1) a guarantee of payment; (2) an irrevocable Letter of Credit; (3) a Prepayment Account established with the Company (4) a Surety Bond, including the Company as beneficiary, (5) a Cash Deposit; or (6) an other mutually agreeable security or arrangement. The alternate credit arrangements may be provided by a party other than the ESP, including one or more ultimate customers. The fact that a guarantee of payment, irrevocable Letter of Credit, Prepayment Account, or Surety Bond is provided by a party other than the ESP shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangement meet the Company's standard credit requirements. The amount of the security must be and remain commensurate with the financial risks placed on the Company by that ESP, including recognition of that ESP's performance.

The Company will make available its credit requirements upon request. An ESP may appeal the Company's determination of credit requirements to the Commission or seek Staff mediation as to any dispute.

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#### SUPPLIER TERMS AND CONDITIONS OF SERVICE

#### TRANSMISSION SERVICE

Transmission service shall be made available under the terms and conditions contained within the applicable PJM Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission. The ESP or the customer shall contract for transmission service under the applicable PJM Open Access Transmission Tariff. The ESP or its designee is responsible for scheduling under the applicable PJM Open Access Transmission Tariff. The ESP will be billed by and must also purchase or provide ancillary services as specified under the applicable PJM Open Access Transmission Tariff.

Preliminary transmission settlement may be conducted following the end of each calendar month. Final settlement will occur 45 days after the month in question.

Billing and payment shall be performed as specified in the applicable PJM Open Access Transmission Tariff.

#### LOSSES

The ESP or the Transmission Provider shall provide, through appropriate arrangements, both transmission and distribution losses as required to serve customers at various delivery voltages under the applicable PJM Open Access Transmission Tariff, then the ESP must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 2.3% additional losses of amounts received by the Transmission Provider for delivery to the customer. Customers served at secondary distribution voltage require 5.2% additional losses of amounts received by the Transmission Provider for delivery to the customer.

#### **BILLING**

Upon enrollment with an ESP, Customers will receive two separate bills: one from the Company detailing Company billing charges and one from the ESP ("Separate Billing"). The Company will continue to bill each customer for services provided by the Company in accordance with the appropriate F.O.A.D. Tariff Schedule.

#### INTERVAL METERING INSTALLATIONS

A customer may request an interval meter. The cost of any interval metering facilities installed by the Company as a result of such request shall be paid by the customer.

Meter Class	Charge (\$)
Class 320 Singlephase	730.00
Class 320 Network	730.00
Class 20 TR Polyphase	730.00
Class 320 Polyphase	730.00
Additional cost if a reactive switch is installed	160.00

Customers with interval metering shall pay a monthly net charge of \$0.20 to cover the incremental cost of operation and maintenance and meter data management associated with such interval metering.

The customer may select a meter from the Company's approved equipment list. The customer may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol.

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#### SUPPLIER TERMS AND CONDITIONS OF SERVICE

#### LOAD PROFILING AND ESTIMATION

All load profiling shall be performed by the Company consistent with the provisions of 20 VAC 5-312-100. Sample data and customer specific interval metering, when available, will be used in the development of the total load profile, including losses, for which an ESP is responsible for providing generation and possibly transmission services. Sample data and customer specific interval metering shall be provided to the ESP or other entities as required for monthly billing.

For customers without interval metering, an estimate of hourly loads will be made using actual sample inferences or computer models that incorporate historical interval data from load research samples, weather data, season, and day-type along with customer specific data such as monthly usage and voltage type. The Company will make the applicable customer class and customer segment load profiles available to ESPs. The Company may also make available, upon the request of an ESP, a customized day-ahead advisory load forecast for use in the ESP's scheduling activities. Such forecasts will be made available under the terms and for such fees as specified by the Company.

Each ESP's hourly load responsibility shall be determined by aggregating its customers' interval metered loads and applicable load profiles as specified above, including applicable energy losses on the transmission and distribution systems and an allocated portion of unaccounted for energy.

Interval metered and profiled customer loads shall be aggregated and used to determine transmission customers' monthly load for purposes of settlement of transmission and ancillary service charges. While initial settlements may rely on forecasted loads, reconciliations or final settlement will recognize customers' metered consumption, delivery voltage levels, and to the extent appropriate for demand profiled loads, measures of actual weather.

#### **PAYMENTS**

Bills shall be rendered by the Company, to the customer monthly in accordance with the FRR Open Access Distribution Schedule selected applicable to the customer's service, with the following exception:

Year-round Small General Service customers shall have the option of paying bills for service rendered by the Company under the Company's Budget Billing plan (Budget) as provided for in the Company's Terms and Conditions of FRR Open Access Distribution Service. All provisions which previously applied to the customer's total bill from the Company shall now apply to the portion of the customer's bill as calculated under the applicable FRR Open Access Distribution Schedule.

#### **COMPANY'S LIABILITY**

In addition to the Company's Liability provision of the Company's Terms and Conditions of FRR Open Access Distribution Service, the following shall apply. The Company shall use reasonable diligence in delivering a regular and uninterrupted supply of energy to the customer, but the Company does not guarantee uninterrupted service. The Company shall not be liable for damages in case such service to the customer should be interrupted or fail by reason of failure of the customer's ESP to provide appropriate energy to the Company for delivery to the customer. The Company shall not be liable for any damages, financial or otherwise, to any of the customer's CSPs resulting from an interruption of service.

Meters shall be provided and maintained by the Company. Unless otherwise specified, such meters shall be and remain the property of the Company.

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#### SUPPLIER TERMS AND CONDITIONS OF SERVICE

#### COMPETITIVE SERVICE PROVIDER'S LIABILITY

In the event of loss or injury to the Company's property through misuse by, or negligence of the CSP, or the CSP's agents and employees, the CSP shall be obligated and shall pay to the Company the full cost of repairing or replacing such property.

Unless authorized by the Company to do so, a CSP and its agents and employees shall not tamper with, interfere with or break the seals of meters used by the Company, regardless of ownership, or other equipment of the Company installed on the customer's premises, and, under any circumstances, the CSP assumes all liability for the consequences thereof. The CSP agrees that no one, except agents and employees of the Company, shall be allowed to make any internal or external adjustments to any meter maintained by the Company, whether Company- or customer-owned, or any other piece of apparatus that belongs to the Company.

#### **BILLING CORRECTIONS**

Any correction of bills due to a meter registration error as specified in the Company's Terms and Conditions of FRR Open Access Distribution Service must be coordinated with the other entities utilizing the billing data that is in error. Any entity that detects an error in billing data shall promptly notify the Company if it is performing the function of ESP. The Company shall then correct any necessary data and provide to the appropriate entities such data as required for billing, settlement, scheduling, forecasting and other functions. Any billing corrections shall be determined in accordance with the VA. S.C.C. rules.

#### CUSTOMER INFORMATION DISCLOSURE

The Company shall provide, upon the request of a CSP or Aggregator, a mass list of eligible customers. Customers may have their information, in total, withheld from this list by contacting the Company. Neither the Company, an ESP, nor Aggregator may release any additional customer-specific information except as authorized by the customer or as required for the monthly forecasting, scheduling, delivery and billing process. In no event shall confidential information such as credit history or personal telephone number be released unless the customer specifically requests the release of such information. This provision, however, shall not restrict the disclosure of credit and payment information as currently permitted by applicable federal and state statutes.

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#### SCHEDULE F.O.A.D.-S.G.S.

#### (FRR Open Access Distribution - Small General Service)

#### AVAILABILITY OF SERVICE

Available for electric delivery service to general service customers with an average metered demand of 25 kW or less per month, who request and receive energy services from an Energy Service Provider.

When a customer being served under this Schedule exceeds an average metered demand of 25 kW during the preceding 12 month period, the customer will be placed on the appropriate FRR Open Access Distribution Schedule.

MONTHLY RATE (Schedule Codes 231F, 233F, 234F, 281F)

	Generation	Distribution	Total
Basic Service Charge (\$)		9.77	9.77
Energy Charge (¢/kWh)	3.492	2.865	6.357

Each kilowatt-hour of energy consumed is subject to all applicable riders and surcharges.

#### MINIMUM CHARGE

This Schedule is subject to a minimum monthly charge equal to the Basic Service Charge.

#### TRANSMISSION SERVICE

Transmission service for customers served under this Schedule will be made available under the terms and conditions contained within the applicable FRR Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of FRR Open Access Distribution Service.

#### **PAYMENT**

Bills are due in US\$ upon presentation, which may include electronic presentation. Any amount due and not received by mail, checkless payment plan, electronic payment plan, or at authorized payment agents of the Company within twenty (20) days of the bill preparation date shall be subject to a delayed payment charge of 1½%. This charge shall not be applicable to local consumer utility taxes.

#### **TERM**

Written agreements may be required pursuant to the Extension of Service provision of the Company's Terms and Conditions of FRR Open Access Distribution Service.

#### SPECIAL TERMS AND CONDITIONS

This Schedule is subject to the Company's Terms and Conditions of FRR Open Access Distribution Service.

Customers with cogeneration, small power production facilities, or other on-site sources of electric energy designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

#### **OPTIONAL UNMETERED SERVICE PROVISION** (Schedule Code 213F)

Available to customers who qualify for Schedule F.O.A.D.-S.G.S. and use the Company's service for commercial purposes consisting of small fixed electrical loads such as traffic signals and signboards which can be

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#### SCHEDULE F.O.A.D.-S.G.S.

## (FRR Open Access Distribution - Small General Service) (continued)

served by a standard service drop from the Company's existing secondary distribution system. This service will be furnished at the option of the Company.

Each separate service delivery point shall be considered a contract location and shall be separately billed under the service contract. However, at the Company's discretion multiple contract locations can be billed under one service contract. In the event one customer has several accounts for like service, the Company may meter one account to determine the appropriate kilowatt-hour usage applicable to each of the accounts.

The customer shall furnish switching equipment satisfactory to the Company. The customer shall notify the Company in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the contract location thereafter under this provision, and shall be entitled to bill the customer retroactively on the basis of the increased load for the full period such load was connected plus three months.

Calculated energy use per month shall be equal to the contract capacity specified at the location times the number of days in the billing period times the specified hours of operation. Such calculated energy shall then be billed at the following monthly rate:

	Generation	Distribution	Total
Basic Service Charge (\$)		5.48	5.48
Energy Charge (¢/kWh)	3.492	2.865	6.357

This provision is subject to the Terms and Conditions of Schedule F.O.A.D.-S.G.S.

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Dated: November 30, 2023 Case PUR-2023-00002

#### SCHEDULE F.O.A.D.-G.S.

#### (FRR Open Access Distribution – General Service)

#### AVAILABILITY OF SERVICE

Available for electric service to general service customers who take Standard Service from the Company with an average metered demand greater than 25 kW per month, but less than 1,000 kW per month.

When a customer being served under this Schedule establishes or an average metered demand of 1,000 kW during the preceding 12 month period, the customer will be placed on the Large Power Service (Schedule F.O.A.D.-L.P.S.) rate schedule and required to contract for such capacity requirements. When a customer being served under this Schedule establishes an average metered demand less than 25 kW during the preceding 12 month period, the customer will be placed on the Small General Service (Schedule S.G.S.) rate schedule.

#### MONTHLY RATE

Schedule Code		Generation	Distribution	Total
261F	Secondary Voltage:			
	Basic Service Charge (\$)		12.39	12.39
	Demand Charge (\$/kW)	3.06	1.01	4.07
	Off-Peak Excess Demand Charge (\$/kW)	0.21	0.51	0.72
	Energy Charge (¢/kWh)			
Block 1	For all kWh equal to or less than 150 kWh per kW of billing demand	2.381	3.666	6.048
Block 2	All kWh between 275 kWh and 400 kWh per kW of billing demand	2.080	1.668	3.749
Block 3	All kWh in excess of 400 kWh per kW of billing demand	1.003	0.000	1.003
263F	Primary Voltage:			
	Basic Service Charge (\$)		71.51	71.51
	Demand Charge (\$/kW)	2.96	0.60	3.56
	Off-Peak Excess Demand Charge (\$/kW)	0.20	0.12	0.32
	Energy Charge (¢/kWh)			
Block 1	For all kWh equal to or less than 150 kWh per kW of billing demand	2.261	3.481	5.742
Block 2	All kWh in between 150 kWh and 400 kWh per kW of billing demand	1.975	1.584	3.559
Block 3	All kWh in excess of 400 kWh per kW of billing demand	0.953	0.000	0.953
265F	Subtransmission Voltage:			
	Basic Service Charge (\$)		166.85	166.85
	Demand Charge (\$/kW)	2.93	0.00	2.93
	Off-Peak Excess Demand Charge (\$/kW)	0.20	0.00	0.20
	Energy Charge (¢/kWh)			
Block 1	For all kWh equal to or less than 150 kWh per kW of billing demand	2.139	0.000	2.139
Block 2	All kWh in between 150 kWh and 400 kWh per kW of billing demand	1.868	0.000	1.868

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#### SCHEDULE F.O.A.D.-G.S. (FRR Open Access Distribution – General Service) (continued)

Block 3	All kWh in excess of 400 kWh per kW of billing demand	0.901	0.000	0.901
2675	Turney in Valdage			
267F	Transmission Voltage:			
	Basic Service Charge (\$)		305.09	305.09
	Demand Charge (\$/kW)	2.89	0.00	2.89
	Off-Peak Excess Demand Charge (\$/kW)	0.20	0.00	0.20
	Energy Charge (¢/kWh)			
Block 1	For all kWh equal to or less than 150 kWh per kW of billing demand	1.988	0.000	1.988
Block 2	All kWh between 150 kWh and 400 kWh per kW of billing demand	1.736	0.000	1.736
Block 3	All kWh in excess of 400 kWh per kW of billing demand	0.008	0.000	0.008

Applicable to customers averaging 300 kW or greater:

Reactive Demand Charge for each KVAR of leading or lagging reactive demand in excess of 50% of the kW metered demand \$0.83 per KVAR

Each kilowatt-hour of energy consumed is subject to all applicable riders and surcharges. Each kilowatt of demand billed is subject to all applicable riders and surcharges.

#### MINIMUM CHARGE

Bills computed under the above rate are subject to the operation of a Minimum Charge provision as follows:

The sum of the Basic Service Charge, the product of the Distribution Demand Charge and the monthly billing demand, and all applicable adjustments.

#### TRANSMISSION SERVICE

Transmission service for customers served under this Schedule will be made available under the terms and conditions contained within the applicable PJM Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of FRR Open Access Distribution Service.

#### **PAYMENT**

Bills are due in US\$ upon presentation, which may include electronic presentation. Any amount due and not received by mail, checkless payment plan, electronic payment plan, or at authorized payment agents of the Company within twenty (20) days of the bill preparation date shall be subject to a delayed payment charge of 1½%. This charge shall not be applicable to local consumer utility taxes.

#### MEASUREMENT AND DETERMINATION OF BILLING DEMAND

The billing demand in kW shall be taken each month as the single highest 15-minute peak in KW as registered during the month by a demand meter or indicator.

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#### SCHEDULE F.O.A.D.-G.S.

## (FRR Open Access Distribution – General Service) (continued)

#### MEASUREMENT AND DETERMINATION OF BILLING DEMAND (Cont'd)

The monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity in excess of 100 kW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 kW.

For accounts 300 kW or greater, the reactive demand in KVAR shall be taken each month as the single highest 15-minute peak in KVAR as registered during the month by a demand meter or indicator.

Billing demands shall be rounded to the nearest whole kW and KVAR.

#### METERED VOLTAGE ADJUSTMENT

The rates set forth in this Schedule are based upon delivery and measurement of energy at the same voltage. When the measurement of energy occurs at a voltage different than the delivery voltage, the measurement of energy will be compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, metered kWh, kW and KVAR will be adjusted for billing purposes. In cases where multipliers are used to adjust metered usage, the adjustment shall be as follows:

- (a) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (b) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

#### **TERM**

Written agreements may be required pursuant to the Extension of Service provision of the Company's Terms and Conditions of FRR Open Access Distribution Service.

The Company may, at its option, require customers to contract for a definite amount of electrical capacity sufficient to meet normal maximum delivery service requirements.

The Company shall not be required to provide delivery in excess of that contracted for except by mutual agreement.

Customers may change from the FRR Open Access Distribution Schedule F.O.A.D.-G.S. to the corresponding Standard Schedule G.S. as specified in the Company's Terms and Conditions of FRR Open Access Distribution Service.

#### SPECIAL TERMS AND CONDITIONS

This Schedule is subject to the Company's Terms and Conditions of FRR Open Access Distribution Service.

Customers with cogeneration, small power production facilities, or other on-site sources of electric energy designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

Issued: December 12, 2023 Effective: January 29, 2024

#### SCHEDULE F.O.A.D.-L.P.S.

(FRR Open Access Distribution - Large Power Service)

#### AVAILABILITY OF SERVICE

Available for electric service to general service customers with an average metered demand greater than 1,000 kW who take Standard Service from the Company. Each customer with requirements greater than 2,500kW shall contract for a definite amount of electrical capacity in kilowatts which shall be sufficient to meet the customer's normal maximum requirements for the on-peak period and a definite amount of electrical capacity in kilowatts which shall be sufficient to meet normal maximum requirements for the off-peak period. The Company reserves the right to obtain a contract for customers with load requirements between 1,000 kW and 2,500 kW. When a customer being served under this Schedule establishes an average metered demand less than 1,000 kW during the preceding 12 month period, the customer will be placed on the appropriate general service Standard Schedule. The Company shall not be required to supply capacity in excess of the on-peak and off-peak capacities for which the customer has contracted or to a customer who has declined to enter into a contract. Contracts shall be in multiples of 100 kW.

#### MONTHLY RATE

Schedule Code		Generation	Distribution	Total
302F	Secondary Voltage:			
	Basic Service Charge (\$)		204.98	204.98
	Demand Charge (\$/kW)	10.28	9.06	19.34
	Off-Peak Excess Demand Charge (\$/kW)	1.02	4.99	6.01
	Energy Charge (¢/kWh)	0.544	_	0.544
306F	Primary Voltage:			
	Basic Service Charge (\$)	_	276.49	276.49
	Demand Charge (\$/kW)	9.93	5.29	15.22
	Off-Peak Excess Demand Charge (\$/kW)	0.99	1.14	2.13
	Energy Charge (¢/kWh)	0.530	_	0.530
308F,309F	Subtransmission Voltage:			
	Basic Service Charge (\$)	_	305.09	305.09
	Demand Charge (\$/kW)	9.88	0.00	9.88
	Off-Peak Excess Demand Charge (\$/kW)	0.98	0.00	0.98
	Energy Charge (¢/kWh)	0.520	0.000	0.520
310F	Transmission Voltage:			
	Basic Service Charge (\$)	_	409.96	409.96
	Demand Charge (\$/kW)	9.73	0.00	9.73
	Off-Peak Excess Demand Charge (\$/kW)	0.97	0.00	0.97
	Energy Charge (¢/kWh)	0.517	0.000	0.517

For Secondary and Primary customers: Distribution Reactive Demand Charge for each KVAR of leading or lagging reactive demand in excess of 50% of the monthly metered demand in kW \$0.83 per KVAR

Issued: December 12, 2023 Effective: January 29, 2024

#### SCHEDULE F.O.A.D.-L.P.S.

## (FRR Open Access Distribution - Large Power Service) (continued)

#### MONTHLY RATE (Cont'd)

Each kilowatt-hour of energy consumed is subject to all applicable riders and surcharges. Each kilowatt of demand billed is subject to all applicable riders and surcharges.

#### MINIMUM CHARGE

This Schedule is subject to a minimum monthly charge equal to the sum of the Basic Service Charge, the product of the Distribution Demand Charge and the monthly billing demand, and all applicable adjustments.

#### TRANSMISSION SERVICE

Transmission service for customers served under this Schedule will be made available under the terms and conditions contained within the applicable PJM Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of FRR Open Access Distribution Service.

#### CUSTOMER-OWNED METERS

In lieu of taking all metering service from either the Company, customers served under this schedule have the option of owning their electric service meter. Customer-owned meters shall be consistent with the Company's billing and metering systems and communication protocol, including all of the Company's requirements for the recording and communication of appropriate usage and interval data. In addition, customers are responsible for the cost of any replacement or updating of their metering that may become necessary from time to time as a result of changes to these systems and protocol. All customer-owned meters must remain in sound condition and good working order. The Company shall continue to designate the location of all meters.

Customers must make a request to the Company to own their electric service meter. Upon approval, the Company will remove the Company's meter and install and maintain the customer-owned meter. Company maintenance shall be limited to periodic testing, standard programming and temporary replacement of meters found to be defective or otherwise in need of repair or refurbishment. Customer-owned meters found to be defective will be returned to the customer and temporarily replaced with a Company-owned meter until such time that a repaired or replacement customer-owned meter is provided to the Company for installation. Any other services related to the customer-owned meter will be provided at the Company's sole discretion.

The customer's delivery point, as specified in the Company's Terms and Conditions of FRR Open Access Distribution Service, is unchanged by customer ownership of the meter, except that such meter becomes part of the customer's facilities and equipment. All liability for loss, injury or damage caused by the customer-owned meter shall be the responsibility of the customer. The Company retains all of its rights to disconnect the meter, regardless of meter ownership.

The customer will receive a credit for each entire billing month in which the customer-owned meter is installed and functioning at the customer's service location. The credit shall be the following:

	Delivery Voltage				
	Secondary Primary Subtransmission Transmission				
Credit (\$/month)	0.98 0.98 0.98 4.09				

Issued: December 12, 2023 Effective: January 29, 2024

#### SCHEDULE F.O.A.D.-L.P.S.

## (FRR Open Access Distribution - Large Power Service) (continued)

#### **CUSTOMER-OWNED METERS** (Cont'd)

Customers may, at any time upon request to the Company, discontinue ownership of the electric service meter. Upon such a request, the Company will replace the customer-owned meter with a Company-owned meter and charge the customer for the cost of such replacement. The Company will subsequently provide all metering services, and the customer shall no longer receive the monthly metering credit.

Customers who notify the Company of their intention to discontinue service under this schedule shall be responsible for the cost of removing the customer-owned meter and installing a Company-owned meter. However, such customers who are moving to another schedule of the Company that provides for customer-owned metering shall be responsible for only the cost of any required metering changes.

#### **PAYMENT**

Bills are due in \$US dollars upon presentation; which may include electronic presentation. Any amount due and not received by mail, checkless payment plan, electronic payment plan, or at authorized payment agents of the Company within twenty (20) days of the bill preparation date shall be subject to a delayed payment charge of  $1\frac{1}{2}\%$ . This charge shall not be applicable to local consumer utility taxes.

## MEASUREMENT AND DETERMINATION OF BILLING DEMAND AND ENERGY

The billing demand in kW shall be taken each month as the single highest 30-minute peak in kW as registered during the month by a demand meter or indicator. The monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's on-peak contract capacity or (b) the customer's highest previously established monthly billing demand during the past 11 months.

The reactive demand in KVAR shall be taken as the single highest 30-minute integrated peak in KVAR, leading or lagging, as registered during the month by a demand meter or indicator.

Billing demands shall be rounded to the nearest whole kW and KVAR.

#### METERED VOLTAGE ADJUSTMENT

The rates set forth in this FRR Open Access Distribution Schedule are based upon the delivery and measurement of energy at the same voltage. When the measurement of energy occurs at a voltage different than the delivery voltage, the measurement of energy will be compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, metered kWh, kW and KVAR will be adjusted for billing purposes. In cases where multipliers are used to adjust metered usage, the adjustment shall be as follows:

- (a) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (b) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

#### **TERM**

Contracts will be required for an initial period of not less than two (2) years and shall remain in effect thereafter until either party shall give the other at least twelve (12) months' written notice of the intention to discontinue service under this Schedule.

Issued: December 12, 2023 Effective: January 29, 2024

#### SCHEDULE F.O.A.D.-L.P.S.

## (FRR Open Access Distribution - Large Power Service) (continued)

## TERM (Cont'd)

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required. The Company reserves the right to require a contract for any L.P.S. customer or make initial contracts for periods longer than two (2) years.

Customers may change from the FRR Open Access Distribution Schedule F.O.A.D.-L.P.S. to the corresponding Standard Schedule L.P.S. as specified in the Company's Terms and Conditions of FRR Open Access Distribution Service.

## SPECIAL TERMS AND CONDITIONS

This Schedule is subject to the Company's Terms and Conditions of FRR Open Access Distribution Service.

Customers with cogeneration, small power production facilities, or other on-site sources of electric energy designed to operate in parallel with the Company's system shall take service by special agreement with the Company.

Issued: December 12, 2023 Effective: January 29, 2024

# SCHEDULE F.O.A.D.-S.U.T. (FRR Open Access Distribution – Sales and Use Tax Rider)

Effective January 1, 2024, a Sales and Use Tax surcharge of 0.026 ¢/kWh will be applied to all customer bills rendered under the applicable Schedules or Special Contracts.

The current surcharge shall remain in effect through December 31, 2024. Prior to the beginning of each subsequent year, the Company will update the amount of the surcharge to reflect the estimated sales and use tax it expects to incur for that year plus any true-up amounts from the prior period.

Issued: December 12, 2023 Effective: January 29, 2024

#### RIDER F.O.A.D-T-R.A.C.

(FRR Open Access Distribution Service – Transmission Rate Adjustment Clause Rider)

#### AVAILABILITY OF SERVICE

The FRR Open Access Distribution Service Transmission Rate Adjustment Clause Rider (F.O.A.D.-T-RAC) will be applied on a service rendered basis to all standard customer bills under the applicable FRR Open Access Distribution Service or Standard Schedules or special contracts. The F.O.A.D.-T-RAC shall be calculated by multiplying the kWhs of energy and kWs of demand by the rates below.

Appalachian Power Company							
Summary of Demand and Energy Rates							
Energy T-RAC per kWh Demand T-RAC T-RAC Per O Peak Excess k							
SGS - (231F,233F,234F,213F,281F)	\$0.03300						
GS Secondary (261E)	Block 1 \$0.02755	\$1.99	\$0.70				
GS-Secondary (261F)	Block 2 \$0.00870	\$1.99	\$0.79				
CC Drimory (262E)	Block 1 \$0.02616	\$1.92	\$0.76				
GS-Primary (263F)	Block 2 \$0.00826	\$1.92	ΦU. / U				
CS Subtrangmission (265E)	Block 1 \$0.02606	\$1.91	¢0.76				
GS-Subtransmission (265F)	Block 2 \$0.00823	\$1.91	\$0.76				
GS-Transmission (267F)	Block 1 \$0.02561	\$1.88	\$0.75				
GS-Transmission (2071)	Block 2 \$0.00809	\$1.00	\$0.75				
LPS - Secondary (302F)	\$0.00002	\$12.01	\$1.15				
LPS - Primary (306F)	\$0.00002	\$11.61	\$1.11				
LPS - Subtransmission (308F) (309F)	\$0.00002	\$11.55	\$1.11				
LPS - Transmission (310F)	\$0.00002	\$11.37	\$1.09				

Issued: July 31, 2023 Effective: September 1, 2023

Pursuant to Final Order Dated: July 25, 2023 Case PUR-2023-00061

#### RIDER F.O.A.D-E-R.A.C.

(FRR Open Access Distribution Service - Environmental Rate Adjustment Clause Rider)

#### AVAILABILITY OF SERVICE

Effective with service rendered on and after October 1, 2021, an FRR Open Access Distribution Service Environmental Compliance Rate Adjustment Clause Rider (F.O.A.D.-E-RAC) will apply for all customer service rendered under the applicable FRR Open Access Distribution Service or Standard Schedules or special contracts. As a result, the F.O.A.D.-E-RAC shall effectively be calculated by multiplying the kWh of energy and kW of demand, by the following rates:

Summary of Demand and Energy Surcharges					
	Energy per kWh	Demand per kW	Demand per kW (Off-Peak Excess)		
	Generation in (\$)	Genera	tion in (\$)		
SGS - (231F,233F,234F,213F,281F)	0.00248				
GS-Secondary-(261F)-Block 1	0.00221	0.15	0.06		
Block 2	0.00083	0.15	0.06		
GS-Primary-(263F)-Block 1	0.00211	0.15	0.06		
Block 2	0.00079	0.13	0.00		
GS-Subtransmission-(265F)-Block 1	0.00210	0.14	0.06		
Block 2	0.00079	0.14	0.06		
GS-Transmission-(267F)-Block 1	0.00206	0.14	0.06		
Block 2	0.00078	0.14	0.06		
LPS - Secondary (302F)	0.00081	0.57	0.06		
LPS - Primary (306F)	0.00077	0.55	0.06		
LPS – Subtransmission (308F, 309F)	0.00077	0.55	0.06		
LPS - Transmission (310F)	0.00076	0.54	0.06		

Rates will be remain in effect until modified by the Commission.

Issued: November 28, 2022 Effective: December 1, 2022 Pursuant to Final Order

Dated: November 21, 2022 Case No. PUR-2022-00001

## RIDER F.O.A.D.-G-R.A.C.

(FRR Open Access Distribution Service – Generation Rate Adjustment Clause Rider)

#### AVAILABILITY OF SERVICE

The FRR Open Access Distribution Service Generation Rate Adjustment Clause Rider (F.O.A.D.-G-R.A.C.) will be applied on a service rendered basis to all standard customer bills under the applicable FRR Open Access Distribution Service or Standard Schedules or special contracts. The F.O.A.D.-G-R.A.C. surcharge factors shall be calculated by multiplying the kWhs of energy and kWs of demand by the following rates:

Summary of Going Level Demand and Energy Surcharges-Total				
	Energy per kWh	Demand per kW	Demand per kW (Off-Peak Excess)	
	Generation in (\$)	Genera	ation in (\$)	
SGS - (231F,233F,234F,213F,281F)	0.00266			
GS-Secondary-(261F)-Block 1	0.00234	0.15	0.07	
Block 2	0.00055	7 0.13	0.07	
GS-Primary-(263F)-Block 1	0.00223	0.15	0.07	
Block 2	0.00052	0.13	0.07	
GS-Subtransmission-(265F)-Block 1	0.00223	0.15	0.07	
Block 2	0.00052	0.13	0.07	
GS-Transmission-(267F)-Block 1	0.00219	0.14	0.07	
Block 2	0.00051	0.14	0.07	
LPS - Secondary (302F)	0.00022	0.80	0.09	
LPS - Primary (306F)	0.00021	0.79	0.09	
LPS – Subtransmission (308F, 309F)	0.00020	0.77	0.09	
LPS - Transmission (310F)	0.00019	0.77	0.09	

These F.O.A.D.-G-R.A.C. factors represent the sum of F.O.A.D.-G-R.A.C. factors shown on Sheet Nos. 56F and 57F.

Issued: August 15, 2023 Effective: October 3, 2023

Dated: August 3, 2023 Case No. PUR-2022-00150

**Pursuant to Final Order** 

#### RIDER F.O.A.D. E.E. - R.A.C.

(FRR Open Access Distribution Service - Energy Efficiency Rate Adjustment Clause Rider)

#### AVAILABILITY OF SERVICE

Effective with service rendered on or after September 1, 2022, the rates in this Energy Efficiency Rate Adjustment (EE-RAC) Rider will be applied to all customer bills, rendered under the applicable Standard and F.O.A.D. Schedules or Special Contracts, unless the customer has been accepted by the Company as a non-participating customer in accordance with Section 20VAC5-350 of the Virginia Administrative Code.

The F.O.A.D. EE-RAC shall be calculated by multiplying the kWh's of energy by the rates below:

Schedule	Energy Rat	Energy Rate per kWh		
SGS - (231F,233F,234F,213F,281F)	\$0.0	0143		
GS-Secondary (261F)	Block 1	\$0.00143		
ds-secondary (2011)	Block 2	\$0.00143		
GS-Primary(263F)	Block 1	\$0.00136		
GS-Filliary(203F)	Block 2	\$0.00136		
GS-Subtransmission (265F)	Block 1	\$0.00136		
GS-Subtralishlission (2031)	Block 2	\$0.00136		
GS-Transmission (267F)	Block 1	\$0.00134		
GS-11alislilission (2071)	Block 2	\$0.00134		
LPS - Secondary (302F)	\$0.0	0143		
LPS - Primary (306F)	\$0.0	\$0.00136		
LPS - Subtransmission (308F) (309F)	\$0.0	\$0.00136		
LPS - Transmission (310F)	\$0.0	\$0.00134		

This F.O.A.D. EE-RAC rider shall remain in effect until such time as modified by the Commission.

Issued: August 3, 2022 Effective: September 1, 2022 Pursuant to Final Order

Dated: July 15, 2022 Case No. PUR-2021-00236

## RIDER F.O.A.D.-DR-R.A.C.

(FRR Open Access Distribution Service – Demand Response Adjustment Clause Rider)

#### AVAILABILITY OF SERVICE

The FRR Open Access Distribution Service Demand Response Adjustment Clause Rider (F.O.A.D.-DR-RAC) will be applied on a service rendered basis to all standard customer bills under the applicable Standard and F.O.A.D. Schedules or Special Contracts. The F.O.A.D.-DR-RAC shall be calculated by multiplying the kWh's of energy and kW's of demand by the rates below:

Appalachian Power Company						
Summary of Demand and Energy Rates						
Energy DR-RAC Demand DR-RAC DR-RAC Per kWh per kW Peak Excess I						
SGS - (231F,233F,234F,213F,281F)	\$0.00000					
CS Secondary (261E)	Block 1 \$0.00000	\$0.00	\$0.00			
GS-Secondary (261F)	Block 2 \$0.00000	\$0.00	\$0.00			
CS Drimorry (262E)	Block 1 \$0.00000	\$0.00	\$0.00			
GS-Primary (263F)	Block 2 \$0.00000	\$0.00	\$0.00			
CS Subtrangmission (265E)	Block 1 \$0.00000	\$0.00	00.00			
GS-Subtransmission (265F)	Block 2 \$0.00000	\$0.00	\$0.00			
CS Transmission (267E)	Block 1 \$0.00000	\$0.00	¢0.00			
GS-Transmission (267F)	Block 2 \$0.00000	\$0.00	\$0.00			
LPS - Secondary (302F)	\$0.00000	\$0.00	\$0.00			
LPS - Primary (306F)	\$0.00000	\$0.00	\$0.00			
LPS - Subtransmission (308F) (309F)	\$0.00000	\$0.00	\$0.00			
LPS - Transmission (310F)	\$0.00000	\$0.00	\$0.00			

Issued: June 28, 2021 Effective: June 1, 2024

Pursuant to Final Order Dated: June 8, 2021 Case PUR-2020-00252

## RIDER T.R.R. (Tax Rate Recovery Rider)

This Rider is designed to reduce base generation and distribution (G&D) rates on an interim basis, in a manner proscribed by the VA. S.C.C. in accordance with the Final Order in Case No. PUR-2018-00054. The Rate Reduction Credit is a credit to customer bills and represents a fixed percentage reduction to base G&D rates.

The percentage reduction factor (PRF) is calculated as:

The TRR Reduction in Base G&D Revenues Due To Tax Savings has been determined by the SCC.

The PRF for service rendered as of April 1, 2019 is:

The PRFs shall remain in effect until either (i) the total remaining balance of unprotected EDIT has been credited to customers, or (ii) the estimated credit for the following month exceeds the remaining balance of unprotected EDIT, whichever comes first. At that time, the PRF will be set to zero and any remaining unprotected EDIT balance shall be placed in a regulatory liability and shall be addressed by the Commission in an appropriate future rate review proceeding

The PRF is not applied to rate adjustment clauses (including fuel), local tax, or other non-base rate components of the bill.

Issued: April 22, 2022 Effective: January 1, 2023

Pursuant to Final Order & Order Denying Motion Dated: March 8, 2019 and April 15, 2022

Case PUR-2018-00054

#### NBP RIDER F.O.A.D. -P.I.P.P.

(FRR Open Access Distribution – Percentage of Income Payment Program)

This Rider is designed to collect the Universal Service Fee (USF) to fund the Percentage of Income Payment Program in accordance with Section 56-585.6 of the Code of Virginia.

#### AVAILABILITY OF SERVICE

The Universal Service Fee will be applied to all customer service rendered under the Applicable Schedules or special contracts. The USF shall be calculated by multiplying the customer's kWh by  $0.00407 \, \text{¢}$  per kilowatt-hour.

The Percentage of Income Payment Program shall remain in effect until such time as modified by the Commission.

Issued: July 22, 2022 Effective: September 7, 2021

Pursuant to Final Order Dated: July 15, 2022

Case No. PUR-2021-00206 & PUR-2020-00117

#### RIDER F.O.A.D. B.C. – R.A.C.

(FRR Open Access Distribution Service - Broadband Capacity Rate Adjustment Clause Rider)

#### AVAILABILITY OF SERVICE

Effective with service rendered on or after March 1, 2024, the rates in this Broadband Capacity Rate Adjustment Clause (B.C.-RAC) Rider will be applied to all customer bills, rendered under the applicable Standard and F.O.A.D. Schedules or Special Contracts.

The F.O.A.D. B.C.-RAC shall be calculated by multiplying the kWh's of energy and kW's of demand by the rates below:

Schedule	Energy Rate per kWh		Demand Rate per kW
SGS - (231F,233F,234F,213F,281F)	\$0.0	00054	
MGS - Standard (215F)	\$0.0	00050	
MGS - Primary (217F)	\$0.0	00047	
MGS - Subtransmission (236F)	\$0.0	00047	
MGS - Transmission (239F)	\$0.0	00046	
GS-Secondary (261F)	Block 1	\$0.00050	
ds-secondary (2011)	Block 2	\$0.00002	
GS-Primary(263F)	Block 1	\$0.00047	
US-Filliary(203F)	Block 2	\$0.00002	
GS-Subtransmission (265F)	Block 1	\$0.00047	
GS-Subtralishinssion (2031)	Block 2	\$0.00002	
GS-Transmission (267F)	Block 1	\$0.00046	
GS-Transmission (2071)	Block 2	\$0.00002	
LPS - Secondary (302F)			\$0.05
LPS - Primary (306F)			\$0.05
LPS - Subtransmission (308F) (309F)			\$0.05
LPS - Transmission (310F)			\$0.05

This F.O.A.D. B.C.-RAC rider shall remain in effect until such time as modified by the Commission.

Issued: February 27, 2024 Effective: March 1, 2024

Pursuant to Final Order Dated: February 20, 2024 Case No. PUR-2023-00102

#### EXHIBIT OF APPLICABLE VCEA-NBP RIDERS BY RIDER TYPE

All costs, net of benefits, for Rate Adjustment Clauses ("RACs"), Purchase Power Agreements ("PPAs"), Renewable Energy Certificates ("RECs"), and deficiency payments approved after July 1, 2020 for purposes of achieving the mandatory RPS goals pursuant to Code §§56-585.5 D, 56-585.5 E, and 56-585.5 F will be recovered from all customers irrespective of electric supplier through a non-bypassable charge. This non-bypassable charge includes the RACs and PPAs shown in the table below.

The table below is provided solely for informational purposes.

Rider Name	Non-Bypassable-Zero Carbon Generation- 56.585.5.D	Non-Bypassable- Energy Storage- 56.585.5.E	Non-Bypassable 56.585.5.F All other VCEA costs of compliance
NBP Rider F.O.A.D. A.5 RPS RAC	Cost Recovery Mechanism	Cost Recovery Mechanism	Cost Recovery Mechanism
NBP-Rider F.O.A.D.A.5 PCAP RAC	Cost Recovery Mechanism		
NBP-Rider F.O.A.D A.6 RPS RAC	Cost Recovery Mechanism-Capacity	Cost Recovery Mechanism- Capacity	

All customers must pay the non-bypassable charges associated with the RACs and PPAs shown in the table above except for a customer meeting the accelerated renewable energy buyer requirements pursuant to Virginia Code § 56-585.5. Customers who receive service under Optional Rider E.D.R will pay non-bypassable charges using the billed demand as determined according to customer's Standard Schedule.

Issued: September 20, 2023 Effective: October 1, 2023

Pursuant to Final Order Dated: September 7, 2023 Case No. PUR-2023-00001

## NBP-Rider F.O.A.D A.5 RPS-Compliance

This Rider is designed to collect the REC and compliance costs associated with Section 56-585.A5 of the Code of Virginia.

## AVAILABILITY OF SERVICE

The Rider A.5 RPS will be applied to all customer bills on a service rendered basis under the Applicable Schedules or special contracts. The Rider A.5 RPS shall effectively be calculated by multiplying the kWh of energy by the following rates:

Appalachian Power Company								
	Summary of Energy Rates							
Schedule	Differentiat. Energy	Energy	Energy	Total Energy RPS-Compliance RAC A.5				
	Rate	Sections D & E	Section F	per kWh				
SGS - (231F,233F,234F,213F,281F)		\$0.00008	\$0.00097	\$ 0.00105				
GS-Secondary (261F)	Block 1	\$0.00008	\$0.00097	\$ 0.00105				
	Block 2	\$0.00006	\$0.00098	\$ 0.00104				
GS-Primary(263F)	Block 1	\$0.00008	\$0.00092	\$ 0.00100				
	Block 2	\$0.00006	\$0.00093	\$ 0.00099				
GS-Subtransmission (265F)	Block 1	\$0.00008	\$0.00092	\$ 0.00100				
	Block 2	\$0.00006	\$0.00093	\$ 0.00099				
GS-Transmission (267F)	Block 1	\$0.00007	\$0.00091	\$ 0.00098				
	Block 2	\$0.00006	\$0.00092	\$ 0.00098				
LPS - Secondary (302F)		\$0.00008	\$0.00097	\$ 0.00105				
LPS - Primary (306F)		\$0.00008	\$0.00092	\$ 0.00100				
LPS - Subtransmission (308F) (309F)		\$0.00008	\$0.00091	\$ 0.00099				
LPS - Transmission (310F)		\$0.00007	\$0.00090	\$ 0.00097				

The Rider A.5 RPS shall remain in effect until such time as modified by the Commission.

Issued: September 20, 2023 Effective: October 1, 2023
Pursuant to Final Order

Dated: September 7, 2023 Case No. PUR-2023-00001

## NBP-Rider F.O.A.D. A.5 PCAP Capacity

This Rider is designed to collect the PPA Capacity costs associated with Section 56-585.A5 of the Code of Virginia.

#### AVAILABILITY OF SERVICE

The Rider A.5 PCAP Capacity will be applied to all customer bills on a service rendered basis under the Applicable Schedules or special contracts. The Rider A.5 PCAP Capacity shall effectively be calculated by multiplying the kWh of energy and kW of demand, by the following rates:

Appalachian Power Company-Purchased Capacity-A5							
Summary of Energy & Demand Rates							
Schedule	Differentiat.	Energy Renewables- Compliance RAC A.5	Demand- Renewables- Compliance RAC A.5	Demand Renewables Compliance RAC A.5 Off- Peak			
	Rate	per kWh	per kW	per kW			
SGS - (231F,233F,234F,213F,281F)		\$0.00017					
GS S (261F)	Block 1	\$0.00010	\$ 0.01	s _			
GS-Secondary (261F)	Block 2	\$0.00002	5 0.01	Φ —			
GS-Primary(263F)	Block 1	\$0.00010	\$ 0.01	s —			
	Block 2	\$0.00002	]\$ 0.01				
CS Subtraction (205E)	Block 1	\$0.00009	\$ 0.01	s —			
GS-Subtransmission (265F)	Block 2	\$0.00002	]\$ 0.01	] <b>5</b> —			
CS Transmission (207F)	Block 1	\$0.00009	\$ 0.01	¢			
GS-Transmission (267F)	Block 2	\$0.00002	]\$ 0.01	\$ —			
LPS - Secondary (302F)		\$0.00000	\$ 0.04	\$ —			
LPS - Primary (306F)		\$0.00000	\$ 0.04	\$			
LPS - Subtransmission (308F) (309F)		\$0.00000	\$ 0.04	\$			
LPS - Transmission (310F)		\$0.00000	\$ 0.04	\$			

The Rider A.5 PCAP Capacity shall remain in effect until such time as modified by the Commission

Issued: September 20, 2023 Effective: October 1, 2023
Pursuant to Final Order

Dated: September 7, 2023 Case No. PUR-2023-00001

## NBP-Rider F.O.A.D. A.6. RPS Renewables-Capacity & Energy

This Rider is designed to collect the Owned Renewables-Capacity & Energy costs associated with Section 56-5851.A6 of the Code of Virginia.

## AVAILABILITY OF SERVICE

The Rider A.6. RPS Renewables-Capacity & Energy will be applied to all customer bills on a service rendered basis under the Applicable Schedules or special contracts. The Rider A.6. RPS Renewables-Capacity & Energy shall effectively be calculated by multiplying the kWh of energy and kW of demand, by the following rates:

Appalachian Power Company-Renewables Capacity & Energy-A6						
Summary of Energy & Demand Rates						
Schedule	Differentiat.	Energy Renewables RAC A.6	Demand- Renewables RAC A.6	Demand Renewables RAC A.6 Off- Peak		
	Rate	per kWh	per kW	per kW		
SGS - (231F,233F,234F,213F,281F)			\$0.00	\$0.00		
CS Secondary (261E)	Block 1		\$0.00	\$0.00		
GS-Secondary (261F)	Block 2		\$0.00	\$0.00		
CS Drimow/262E)	Block 1		00.00	00.00		
GS-Primary(263F)	Block 2		\$0.00	\$0.00		
CS Subtranamission (265E)	Block 1		\$0.00	\$0.00		
GS-Subtransmission (265F)	Block 2		\$0.00	\$0.00		
CS Transmission (267E)	Block 1		\$0.00	\$0.00		
GS-Transmission (267F)	Block 2		\$0.00	\$0.00		
LPS - Secondary (302F)			\$0.00	00.00		
LPS - Primary (306F)			\$0.00	\$0.00		
LPS - Subtransmission (308F) (309F)			\$0.00	00.00		
LPS - Transmission (310F)			\$0.00	\$0.00		

The Rider A.6. RPS Renewables Capacity & Energy shall remain in effect until such time as modified by the Commission.

Issued: September 20, 2023 Effective: October 1, 2023
Pursuant to Final Order

Dated: September 7, 2023 Case No. PUR-2023-00001