

CRAIG-BOTETOURT ELECTRIC COOPERATIVE



**TERMS AND CONDITIONS
for
Providing Electric Service**

*As filed with the
Virginia State Corporation Commission
effective April 27, 2010*

TABLE OF CONTENTS

TABLE OF CONTENTS	i	VII. METER READINGS, BILLING AND PAYMENT	7
I. INTRODUCTION	1	A. Billing.....	7
II. DEFINITIONS	1	B. Meter Readings	8
III. BECOMING A MEMBER	1	C. Terms of Payment/Collection	8
IV. REQUIREMENTS FOR SECURING ELECTRIC SERVICE	2	D. Budget Billing/Levelized Plan	8
A. Application	2	VIII. DISCONTINUANCE OF ELECTRIC SERVICE	8
B. Deposits	2	A. At Any Time Without Notice	8
C. Fees	3	B. With Written Notice.....	9
D. Rate Schedule Selection	3	C. At Customer's Request.....	9
E. Right-of-Way	3	IX. RECONNECTION OF ELECTRIC SERVICE	9
F. Connection Provisions	3	A. Compliance with Terms and Conditions.....	9
G. Customer Wiring.....	3	B. Settlement of Charges and Fees	9
H. Electric Distribution Service Limitations	4	C. Meter Tampering, Current Diversion or Unauthorized Reconnection	9
I. Location and Maintenance of Cooperative's Equipment.....	4	X. ELECTRIC SERVICE CHARACTERISTICS	10
V. USE OF ELECTRIC DISTRIBUTION SERVICE	4	A. Quality and Continuity of Service	10
A. Cooperative as Sole Distributor.....	4	B. Voltage	10
B. Notification and Approval of Unusual Equipment Added by Customer	4	XI. METERS AND METERING	10
C. Customer Generating Equipment.....	4	A. Access to Premises and Metering Availability	10
D. Suitability of Apparatus to be Added	5	B. Periodic Testing	10
E. Electric Service for Customer's Use Only.....	5	C. Tests Requested by Customer	10
F. Liability of Cooperative.....	5	D. Meter Failure.....	11
G. Interruption of Service	5	XII. RESERVED	11
H. Customer's Responsibility.....	6	XIII. CUSTOMER COMPLAINT PROCEDURE	11
VI. EXTENSION OF FACILITIES	6	XIV. RESERVED	11
A. General Policy Provisions Applicable to All Extensions – Permanency of Service	6	XV. RATES	11
B. Extension of Single-Phase Service for Permanent Residences.....	7	XVI. CAPITAL CREDITS	11
C. Extension of Three-Phase Service and Service to Premises That Are Not Permanent Residences.....	7	APPENDIX A – Schedule F – Fees	12
D. Extension of Service to Subdivisions	7	APPENDIX B – Retail Access General Rules and Regulation	12
E. Special and Unusual Services.....	7		

I. INTRODUCTION

Craig-Botetourt Electric Cooperative is a business chartered by the Commonwealth of Virginia and operating under Virginia laws. The Cooperative also serves consumer-members in Monroe County, West Virginia, under a Certificate of Convenience issued by the State of West Virginia. The Cooperative is wholly owned and controlled by its members and pays all state and local taxes in Virginia and West Virginia. Because it is a business owned by a specific group of people (not the public) it is a private enterprise. The people who use its services are members of the Cooperative, therefore, are the owners. As a Cooperative, it operates on a non-profit basis. All revenues over and above the cost of doing business during any given year are returned to the member-owners under a patronage refund plan which we call capital credits.

Any successful business must have certain rules and regulations to govern its operations. From time to time it is necessary to expand its rules or make changes in order to meet new and changing conditions. The following rules and regulations are not to be considered complete in every detail but are intended to be a general outline of the Cooperative's terms and conditions of service.

These terms and conditions and fees have been approved by the Board of Directors of the Cooperative and are on file with the Virginia State Corporation Commission and the West Virginia Public Service Commission.

Upon connection, each member-consumer receives a copy of the terms and conditions of service. Applicable rate schedules are available upon request.

As long as retail access is available within the Cooperative's service territory, Members/Customers of Craig-Botetourt Electric Cooperative may have the opportunity to purchase electricity supply service from an alternative energy service provider. The terms and conditions for Members/Customers electing to switch energy providers are referenced in Appendix B to this document.

II. DEFINITIONS

Applicant – any person, firm, corporation or public body requesting electric service from the Cooperative.

Commission – the Virginia State Corporation Commission.

Craig-Botetourt Electric Cooperative (referred to as the "Cooperative") – a Virginia electric cooperative operating under the Utility Consumer Services Cooperative Act.

Customer – any Member and/or patron of the Cooperative receiving, or having received electric service.

Delivery Point – the point where the Cooperative's equipment for supplying electric energy is connected to the

Customer's equipment for receiving the electric energy, unless otherwise specified in a written agreement with the Customer.

"Distribute," "Distributing" or "Distribution of" Electric Energy or "Distribution Service" – the delivery of electricity through the distribution facilities of the Cooperative to a Customer.

Electric Service – the provision by the Cooperative of electric distribution service and, to the extent provided by the Cooperative, electricity supply service.

Electricity Supply Service – the generation of electricity, or when provided together, the generation of electricity and its transmission to the distribution facilities of the Cooperative on behalf of a Customer.

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

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

Permanent Residence – A permanent residence is a dwelling that satisfies the following:

- a. Must have permanent water and sewer facilities (water piped in and sewage piped out) approved by local authorities and must have passed appropriate electrical inspection as required by appropriate authorities.
- b. Facilities to be served must be the principal place of residence of the applicant for at least nine (9) months of the year.
- c. The applicant or applicants (all property owners) must sign a statement certifying that the above conditions have or will be met such that the premises being served will be the permanent resident of the applicant or applicants.
- d. If the dwelling is a trailer or mobile home, in addition to the above, the dwelling must be set on a permanent foundation before the Cooperative makes any investment or otherwise commits to extend service.

III. BECOMING A MEMBER

Any person 18 years of age or older, or firm, corporation or public body, who controls, by ownership or lease, the property to be served, may become a Member of the Cooperative by:

- Executing the Membership Application and/or Service Contract.
- Paying the membership fee in accordance with Schedule F – Fees.

- Agreeing to purchase electric distribution service from the Cooperative.
- Agreeing to comply with and be bound by the Certificate of Incorporation of the Cooperative, the Bylaws and any Amendments thereto, and such rules and regulations that may be adopted from time to time by the Board of Directors.

Membership is considered as the entire family unit residing at a residence and the entire family is considered a single member. No certificates are transferred except to husband or wife as the case may be.

Upon becoming a Member and receiving service from the Cooperative, the Virginia State Corporation Commission's regulations require that the Cooperative make certain information, such as the Customer's name, account number and energy usage information, available to competitors on a "Mass List of Customer Information." Upon a Customer's request, the Cooperative shall remove the Customer's information from the list. See Appendix B – Terms and Conditions for Retail Access General Rules and Regulations, Section IV, for more information about the Mass List.

IV. REQUIREMENTS FOR SECURING ELECTRIC SERVICE

A. Application

No person shall receive electric service until such person has executed the Cooperative's approved form "Application for Membership" and/or its approved form "Agreement for the Purchase of Electric Service," and has paid a membership fee and a connection fee in accordance with Schedule F- Fees. If service is desired at more than one location, then an additional connection fee shall be paid for each additional meter location. The Cooperative will require only one membership fee per Customer. The membership fee shall be refunded to any Member withdrawing from the Cooperative with all debts and liabilities due the Cooperative paid in full, and upon surrender of the membership certificate.

Each Customer may have multiple service locations allowed by the original application for membership and associated membership fee. Each service location will be subject to all conditions set forth in the original membership application. Large Power Applicants, as defined in Section XV, must contract with the Cooperative before service will be made available.

Any person or entity owing a debt to the Cooperative shall not be allowed to join the Cooperative or receive service from the Cooperative until the debt has been paid in full. Whether or not a written agreement covering electric service is executed, the Applicant, by accepting electric service agrees to be bound by the applicable rates and the terms and conditions of service as filed with the Virginia State Corporation

Commission and the West Virginia Public Service Commission.

The Cooperative reserves the right to require the Applicant to establish that the Applicant is the owner or bona fide lessee of the premises and to require owners or bona fide lessees to execute the Application for Membership and/or the Agreement for the Purchase of Electric Service. When asked to provide such information, the Applicant shall provide the Cooperative with a copy of a signed lease or deed verifying such information. In the absence of a formal rental document, the Applicant must provide a letter from the actual owner of record verifying that the Applicant is a bona fide lessee. Whether or not the Cooperative initially exercises the right specified above, the Applicant, by accepting electricity, agrees to comply at any time with this right.

B. Deposits

1. The Cooperative may require the Applicant or Customer to deposit with it initially and from time to time, as a guarantee of payment for electric service used, such amount as, in the Cooperative's judgment, will secure it from loss. The amount of this deposit shall not be greater than the equivalent of the Customer's estimated liability for two months' electric service.

The Cooperative is not bound to supply electric service until these conditions are fulfilled and it may disconnect with ten (10) days written notice to the Customer if the guarantee or increased guarantee is not given when required.

2. Whenever the required deposit from any residential Customer exceeds the sum of \$40.00 the Customer shall be permitted to pay the required deposit in three consecutive monthly installments in amounts determined by the Cooperative provided, however, that the Cooperative shall have the discretion to allow payment of any deposit over a longer period of time, not to exceed six months, to avoid undue hardship.
3. The Cooperative will pay interest on deposits held longer than ninety (90) days at a rate which shall be determined by the State Corporation Commission and the West Virginia Public Service Commission annually.
4. At the option of each Customer making a deposit, the Cooperative shall monthly credit such accrued interest to the Customer's account.
5. The Cooperative will return the deposit after the Customer has established twelve consecutive months of a satisfactory credit record after the deposit requirement is met. Upon refund, the deposit will be credited to the Customer's account.

6. All remaining deposits plus earned interest will be returned to the Customer at the termination of electric service, after all indebtedness to the Cooperative has been paid. The Cooperative shall have a reasonable time to disconnect service and to ascertain that all obligations of the Customer have been fully performed before being required to return any deposit.
7. Additional deposits may be required resulting from Customer damage to Cooperative equipment as outlined in Section IX.C (Meter Tampering, Current Diversion or Unauthorized Reconnection).

C. Fees

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

D. Rate Schedule Selection

The Cooperative's Terms and Conditions and Rate Schedules for Electric Service on file with the Commission are available upon request at the Cooperative offices.

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

E. Right-of-Way

1. The Applicant shall grant, at no cost to the Cooperative, and furnish to the Cooperative a valid right-of-way EASEMENT and/or other permits where necessary to give the Cooperative or its agents access to its equipment and the right to connect its conductors therewith and for all other proper purposes. The Cooperative shall not be required to supply electricity until a reasonable time has elapsed after the Cooperative has obtained all necessary applications, right of way Easements and/or permits.
2. In those cases where it is necessary to secure rights of way on private or government property, the Cooperative shall attempt to do so without cost. Should the Cooperative be unable to obtain the necessary rights of way, the applicant or applicants shall, before commencement of construction secure or assist the Cooperative in securing, without cost to the Cooperative, rights-of-way designated by the Cooperative. In the event the Applicant and the Cooperative are unable, after making reasonable efforts, to secure the right of way designated by the Cooperative, and after submitting in writing to the Cooperative verification of such efforts

and the results, the Applicant shall secure or assist the Cooperative in securing rights of way for an alternate route.

3. The Cooperative shall be under no obligation to construct lines in the event the necessary rights of way cannot be so obtained or secured.
4. The Cooperative shall select the route along which the line shall be constructed so that the Cooperative can most efficiently operate and maintain its system with minimum cost to its members and in a manner that enhances the probability that the line constructed will be readily available to future applicants along the route. Should the applicant request and the Cooperative agree to construct the line along a route other than that selected by the Cooperative, then the applicant shall pay the Cooperative the difference in footage of the two routes using the average cost per foot of the route constructed to fix the amount of payment. In the event the Cooperative decides to lengthen either the route selected by it or an approved alternative route in order to meet its goal, any additional cost shall be borne by the Cooperative.
5. Developers shall grant the Cooperative the authority, including a free and continuous right-of-way, necessary to construct, maintain and operate an electrical distribution system in the streets of or upon the property of the development.
6. The Cooperative shall have the right to keep easements clear of trees, shrubbery, undergrowth and other obstructions.
7. The Cooperative shall not be required to supply electric service until a reasonable time has elapsed after the Cooperative has obtained all necessary applications, right-of-way easements and/or permits, under financial arrangements satisfactory to the Cooperative.

F. Connection provisions

The Applicant shall make proper provisions for the connection of electric service.

G. Customer Wiring

The wiring must conform to the National Electric Code and the Uniform State-Wide Building Code. In no event shall the Cooperative be under any obligation to inspect wiring or appliances of the Applicant, but where the Cooperative has reason to believe wiring or appliances of the Applicant do not comply with recognized requirements, the Cooperative may refuse to supply electricity to the Applicant. The Customer shall be responsible for notifying the Cooperative of his plans for adding appliances, equipment, and/or motors which might overload or impair his electrical service or

the facilities of the Cooperative. It is recommended that in the installation of a wiring system, the Applicant give consideration to all foreseeable future uses and install service entrance conductors and equipment of such capacity as to carry the maximum anticipated future loads.

The Cooperative will attach its conductors to the house or service pole provided by the Customer. The minimum height of attachment is 12' above the ground. The Cooperative shall be contacted prior to wiring to determine a mutually agreeable point of attachment. The Customer shall provide and install all necessary wiring beyond the point of attachment including weather head, service entrance cable, meter bushings, ground rod and clamp and where applicable a service mast of no less than 2" in diameter. The meter base will be furnished by the Cooperative and wired by the Customer at a point approximately 5½' above the ground or floor level on the outside of the building accessible to Cooperative service personnel. The servicehead shall be located at the point of attachment for overhead services and service entrance cable furnished by the Customer shall extend at least 2' beyond servicehead. No part of the service entrance shall be concealed except in conduit mast before entering meter base. The service entrance shall be grounded in the meter base. The Cooperative assumes no responsibility whatsoever beyond the meter.

H. Electric Distribution Service Limitations

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

I. Location and Maintenance of Cooperative's Equipment

The Cooperative shall have the right to erect its facilities on property of the Applicant that, in the Cooperative's judgment, are necessary in supplying electric service to the Applicant. The Applicant shall provide suitable space for the installation of the necessary metering apparatus.

V. USE OF ELECTRIC DISTRIBUTION SERVICE

A. Cooperative as Sole Distributor

The Applicant and/or Customer agree that no electricity, other than that distributed by the Cooperative, shall

be distributed over the Cooperative's distribution facilities without previous written notice to and consent of the Cooperative.

B. Notification and Approval of Unusual Equipment Added by Customer

1. The Customer shall notify and obtain the consent of the Cooperative before the addition of any unusual equipment or appliances. Such unusual equipment includes, but is not limited to: single phase motors over 5 horsepower, three phase motors, generators or automated process equipment, welders, or on demand hot water heaters.
2. The Cooperative reserves the right to refuse to supply electric service to any piece of equipment whose operation is considered to be a safety hazard or detrimental to the Cooperative's electrical system or any of its Customers. Furthermore, the Cooperative reserves the right to discontinue electric service to any Customer operating such equipment until such time as the Customer conforms to the Cooperative's terms and conditions.
3. When any alterations require the change of location or character of service, service conductors, meters, transformers and other necessary facilities, the Customer should make appropriate arrangements for the accomplishment of such changes by the Cooperative and the Customer's electrical contractor.
4. Service conductors, meters or metering equipment shall not be removed or relocated except by employees or authorized agents of the Cooperative authorized to do the work.
5. In order to avoid undue outages or damages to the Customer's or Cooperative's equipment, the Customer should advise the Cooperative in writing at least 45 working days prior to any additions which will materially increase the demand caused by load increases. Should failure to do so result in a service outage, use of the added load must be discontinued until the Cooperative, during normal business hours, can schedule and complete the necessary work to accommodate the increased load. Motors up to 10 hp may be served on a single phase line. Motors of any larger size must be three phase.

C. Customer Generating Equipment

1. Small Generator Interconnection Other Than Net Metering

Any current or future Interconnection Customer who owns and operates, or contracts with others to own or operate on its behalf, a generator in parallel operation with the Cooperative's electric system is subject to Chapter 314 of the State Corporation

Commission's rules, *Regulations Governing Interconnection of Small Electrical Generators* (at 20VAC5-314-10 et seq.), the Cooperative's Schedule SGI, and the Cooperative's Terms and Conditions generally. Such an Interconnection Customer's generator may only begin parallel operation, and may only continue parallel operation, so long as all applicable requirements of the SCC's Rules, Schedule SGI, and the Cooperative's Terms and Conditions are satisfied.

2. Co-Generation and Small Power Production Facilities

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

3. Net Metering Customer

Any qualifying net metering Customer as designated by Virginia Code § 56-594 and West Virginia Public Service Commission regulations shall be dealt with in accordance with applicable legal and regulatory state standards.

4. Power From Generators

Retail Customers (including net metered Customers) are not permitted to sell any portion of their on-site, self-generation into the electricity market without first having executed a contract with both the Cooperative and the transmission provider.

D. Suitability of Apparatus to be Added

The Cooperative reserves the right, but shall not have the duty, to determine the suitability of any apparatus, or appliance to be connected to its lines, and to determine whether the operation of such shall be detrimental to its general supply of electric service. The Cooperative further reserves the right to refuse to supply, or to discontinue the supply of electric service until such time as the Customer shall conform to the Cooperative's regulations.

E. Electric Service for Customer's Use Only

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

Individual connections may not be grouped through a single meter unless the Cooperative specifically agrees in writing to such a wiring arrangement prior to

the time the Cooperative facilities are installed. It is not permissible for two residences, or a store and residence, a residence and trailer-home or a combination of these to receive service through one meter except where the commercial rate is applied. Neither is it permissible for a school and church, a residence and tenant house, garage and store or any two separate commercial enterprises regardless of ownership, operation or classification, to receive service through one meter. Any Customer found to have any such unauthorized connection will be promptly notified in writing that separate metering equipment must be installed or the commercial rate will apply. Energy may not be resold or redistributed except as authorized by Section 56-245.3. Code of Virginia.

F. Liability of Cooperative

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

G. Interruption of Service

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

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

1. Storms, accidents, equipment failure and/or acts of God.
2. Failure of power supplier, shortage in power supplies or capacity necessitating reduction in service or the implementation of rotating blackouts. When rotating blackouts are required, the Cooperative may, without notice and without incurring liability,

implement them on the basis of what is, in the Cooperative's opinion, reasonably necessary to minimize adverse impact on the public health and safety and to facilitate restoration of normal service to all Customers at the earliest time practical.

3. An adverse condition or disturbance on the system of the Cooperative, or on any other system directly or indirectly interconnected with it which requires automatic or manual interruption of the supply of electric service to some Customers or areas in order to limit the extent or duration of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, the Cooperative may, without incurring liability, take such action as appears reasonably necessary.
4. By order of governmental authorities.
5. To make repairs, to limit or reduce the duration of interruptions, or to prevent damage to the Customer's or the Cooperative's equipment.
6. Civil disorder, strikes, or other labor trouble, riot, insurrection, war, fire or any other cause where the Cooperative believes it is necessary to de-energize part of its facilities for the protection of the public, its employees, or its electric system.

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

H. Customer's Responsibility

1. The Customer shall be responsible for providing the Cooperative and/or its agents access to the Cooperative's property installed on the Customer's premises. The Cooperative shall have the right to discontinue the supply of electric service if such access is denied. See Section VIII. B.
2. The Customer shall be responsible at all times for the safekeeping of all Cooperative property installed on the Customer's premises and to that end shall give no one, except authorized Cooperative employees or its agents access to such property.
3. The Customer shall be liable for the cost of repairs or damage done to the Cooperative's property on the Customer's premises resulting from the negligence of, or misuse by anyone other than Cooperative employees and/or its agents. In the event of damage to the Cooperative's property on the Customer's premises, the Cooperative may require a reasonable security deposit to ensure

payment for repairs in the event of future damages

4. The Customer shall be responsible for the maintenance and repair of the Customer's wiring and equipment. Should the Customer report trouble with the supply of electric service, the Cooperative will endeavor to respond with reasonable dispatch to such calls with the purpose of correcting only such trouble as may be in the Cooperative's equipment supplying said Customer. If after investigation, it is determined that the Cooperative's equipment is not at fault, a service charge (Schedule F) will be made. If the trouble appears to be in the Customer's wiring or appliances, the Cooperative's employees may, if requested by the Customer, make such inspection of the Customer's wiring or equipment as the Cooperative's employees are prepared to make; but, any inspection of the Customer's wiring or equipment by Cooperative personnel is made with the expressed condition that the Customer assume the entire and sole risk, liability and responsibility for all acts, omissions, and negligence of the Cooperative employees.
5. The Cooperative retains responsibility only with respect to the actions of its employees and/or its agents in connection with property owned by the Cooperative.
6. The Customer shall indemnify, save harmless, and defend the Cooperative against all claims, demands, costs or expenses, for loss, damage, or injury to persons or property in any manner directly or indirectly arising from or connected with, or growing out of the use of electric service by the Customer at or on the Customer's side of the delivery point.

VI. EXTENSION OF FACILITIES

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

- A. General Policy Provisions Applicable to All Extensions – Permanency of Service
 1. The Cooperative shall determine the route of the line extension based on the least cost method and accepted utility routing practices.
 2. The Customer shall provide an adequate point of attachment to the structure for the mechanical load and required clearances.
 3. The Customer shall furnish the Cooperative with a valid right-of-way easement that is adequate for the

necessary overhead or underground construction. If the easement is for underground construction, the Customer shall relieve the Cooperative of liability for damages that might occur when or if the underground cable should ever need repair.

B. Extension of single phase service for permanent residences.

1. Electric line extensions of single phase service to permanent residences will be made at a cost to the Cooperative not to exceed \$3,262. A contribution in aid of construction ("CIAC") will be charged to the Customer for the cost of providing service in excess of \$3,262.
2. If, within a 5 year period, additional customers take service (i.e. transformer, service line and meter) from the original line extension, but not laterals or extensions therefrom, the original applicant shall be refunded the lesser of the original contribution or \$3,262 for each additional customer taking service, up to the amount of the original applicant's contribution. In no event shall the original applicant be refunded an amount greater than the initial CIAC. The original applicant must continue to own the property for which service was requested to be eligible for refunds. It is the responsibility of the applicant to request refunds from the Cooperative.

C. Extension of three phase service and service to premises that are not permanent residences

1. The Cooperative shall charge a CIAC based on an estimate of the expected annual net revenue that the Cooperative will receive from the Customer. Annual net revenue is the annual gross revenue that the Cooperative expects to receive from the Customer less the purchase power costs associated with serving that Customer.
2. If the cost of extending service to the Customer is less than 2.5 times the estimated annual net revenue, no CIAC is required from the Customer.
3. If the cost of extending service to the Customer is greater than 2.5 times the estimated annual net revenue, the Customer shall be required to make a CIAC that is determined by subtracting from the cost of extending service an amount equal to 2.5 times the estimated annual net revenue.
4. After the initial 30 months (2.5 years) of service, the Cooperative shall perform a revenue test to determine what amount, if any, of the original contribution that will be refunded to the customer or any additional CIAC amount that will be charged to the Customer. The customer's actual net revenue shall be determined by subtracting purchase power costs from the customer's total bill before taxes for the first 30 months of service to the Customer.

a. If the actual net revenue collected during the 30 month period is greater than 2.5 times the estimated annual net revenue, the amount by which the actual annual net revenue collected during the 30 month period exceeds 2.5 times the estimated annual net revenue will be refunded to the Customer, up to but not exceeding the customer's original CIAC.

b. If the actual net revenue collected during the 30 month period is less than 2.5 times the estimated annual net revenue, the amount by which the actual annual net revenue collected during the 30 month period is less than 2.5 times the estimated annual net revenue will be collected from the Customer as an additional CIAC.

D. Extension of Service to Subdivisions

The total cost of extending service to a subdivision will be paid by the developer in advance. As Customers in the subdivision connect to the Cooperative's facilities, the developer shall receive \$3,262 per connecting Customer not to exceed the total cost of extending service to the subdivision.

E. Special And Unusual Services

1. Temporary service will be furnished to the property during the Construction Phase or to any facility that can be moved on short notice. The Application must include a Membership and Temporary Connection Fee (Schedule F) to be retained by the Cooperative for which no energy is to be received. When special construction is required, service of short duration which will not become part of a permanent connection, the Applicant must pay all estimated construction and removal cost, less salvageable material, before this service is extended.
2. Unusual services requested by a member for his sole and exclusive benefit, such as moving of poles and wires, must be paid for by the member and are calculated on an actual cost basis. Member will pay in advance the estimated cost of performing unusual service prior to construction activity to be adjusted to actual cost after completion of activity. Over charges will be refunded or balance due will be billed after completion of work.

VII. METER READINGS, BILLING AND PAYMENT

A. Billing

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

B. Meter Readings

The Cooperative will read its meters using an Automated Meter Reading (AMR) system for billing purposes. The meters will be read during the last week of each month. If the Cooperative is unable to obtain a reading in time for billing, the charges will be estimated based on the consumer's past history of electric use. If the consumer requests that the Cooperative manually read the meter to verify an AMR reading and the meter and AMR reading are shown to be the same and correct, the consumer is subject to a Service Charge for Manually Reading Meter in the amount set in Schedule F-C. If there is a discrepancy of +/- 2% or more, the reading and charges will be adjusted and there will be no service charge for the manual reading.

C. Terms of Payment/Collection

Bills will be due when presented. They shall be considered as presented when deposited in the United States mail for delivery or when otherwise delivered by the Cooperative to the last known physical, mailing, or e-mail address of the Customer. It shall be the Customer's responsibility to furnish the Cooperative with a valid address. If bills are not paid in full by the twenty-fifth (25th) day of the month, a late payment charge of one and one-half percent (1½%) per month will be added to the unpaid balance. The late payment charge will not be applied to any amount billed as taxes collected on behalf of local governments. The Cooperative reserves the right to apply any payment or payments made in whole or in part to any account due the Cooperative by the Customer unless the Customer has instructed otherwise. However, the Cooperative may apply any payments in excess of the account specified to other accounts due the Cooperative by the Customer.

The Customer should allow up to five (5) days for the proper crediting to his account for payments made at any other location other than the Cooperative's Office. If the bill is not paid by the 25th of the month received, it becomes delinquent. A delinquency notice will be mailed to the Customer reminding him of the unpaid balance. A second monthly billing occurs at the end of this period which shows delinquent amount in arrears. A ten (10) day period is allowed, and if the delinquent balance has not been paid at the end of this period, Cooperative personnel are sent to the location of service for the purpose of disconnecting the supply of electricity. If the service is disconnected for nonpayment, the Customer must either call or visit the Cooperative's office during regular business hours to pay all applicable amounts due. Applicable amounts due may include, but are not limited to, outstanding balances (delinquent balance and current billing), disconnect/reconnection fees and field visit fees (per Schedule F) and any deposit required, as determined by the Cooperative, before service will be restored.

A Return Check Processing Fee (Schedule F) will be applied to any check not honored by the payer bank for any reason. The amount of the returned check plus the return check processing fee will become due and payable.

Upon discontinuing service for any reason, the Customer shall be sent a final bill at the next regular billing cycle showing the outstanding amount owed after deducting deposits. Any unpaid amounts due the Cooperative must be paid before reconnecting the Customer.

D. Budget Billing/Levelized Plan

A Budget/Levelized Billing plan is available to residential customers with a good credit history. The Cooperative uses the Customer's established consumption history to determine the monthly budget amount.

Budget amounts are averages based on previous kWh consumption. As such, they are subject to revision to keep them consistent with actual usage.

If the Customer fails to make a regular budget payment by the time of the succeeding bill, a late payment charge will be assessed, collection efforts may be initiated and the account may be removed from the budget billing plan.

With written notice, an account may be removed from the budget plan and restored to a regular billing plan at any time at the discretion of the Cooperative or at the Customer's request.

VIII. DISCONTINUANCE OF ELECTRIC SERVICE

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

A. At Any Time Without Notice

1. Whenever the Cooperative, in its opinion, has reasonable cause to believe that the Customer is receiving electricity without paying therefor, or that its meter, wires, or other apparatus have in any manner been tampered with. In either of these events, the Cooperative shall have the right to require the Customer at the Customer's own expense to have installed, in accordance with the Cooperative's specifications and subject to its approval, wiring, conduits, and lock boxes or meter boxes;
2. Whenever, in the Cooperative's opinion, the conditions of the Customer's wiring, equipment and appliances are either unsafe or unsuitable for receiving electric service, or when the Customer's use of

electric service or equipment interfere with, or in the opinion of the Cooperative may be detrimental to the supply of electric service by the Cooperative to any other Customer;

3. Where electricity is being furnished over a Customer's private line, or over a line which is not owned or leased by the Cooperative, whenever in its opinion such line is either not in a safe suitable condition, or is inadequate to receive electricity;
4. Whenever the Customer has denied a representative of the Cooperative access to the Cooperative's meter, wires, or other apparatus installed on the Customer's premises;
5. To prevent fraud upon the Cooperative;
6. Unavoidable shortages or interruptions in the Cooperative's source of supply, other cases of emergency;
7. Emergency repairs or alterations; and
8. When a check is used to pay a delinquent bill and is returned to the Cooperative marked insufficient funds or otherwise unpaid.

B. With Written Notice

1. For failure to comply with any of the Cooperative's Terms and Conditions as filed with Commission, or with any of the conditions or obligations of any agreement with the Cooperative for the purchase of electricity;
2. In all cases where the supply of electricity is disconnected by reason of the Customers negligence or violation of any of the Cooperative's Terms and Conditions as filed with the Commission, or with any of the conditions or obligations of any agreement with the Cooperative for the purchase of electricity, there shall then become due and payable, in addition, an amount equal to the monthly minimum charge for the unexpired terms of the agreement, not as a penalty, but in lieu of the income reasonably to be expected during the unexpired terms of the agreements;
3. 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 the Customer's bill is rendered, posted in the United States mail, or sent to the Customer's last Post Office or e-mail address shown on the records of the Cooperative;
4. Failure to correct any safety hazard having to do with electric service, judged by the Cooperative to be serious, but not life threatening; and
5. Failure to correct violations of the National Electrical

Safety Code and the American National Standard Code for Electricity Metering caused by changes in the structure or grade.

C. At Customer's Request

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

IX. RECONNECTION OF ELECTRIC SERVICE

A. Compliance with Terms and Conditions

If the electric service has been discontinued for any of the reasons covered by Section VIII (Discontinuance of Electric Service), the Cooperative shall have a reasonable period of time in which to reconnect the Customer's service after satisfactory arrangements have been made for the payment of all delinquent bills and obligations due the Cooperative, and after the Customer has corrected all unsatisfactory conditions which may have existed on the Customer's premises, and has fully complied with these Terms and Conditions as filed with the Commission, and with any of the conditions or obligations of any agreement with the Cooperative for the purchase of electricity.

B. Settlement of Charges and Fees

If the supply of electricity has been discontinued because of improper use, or if, in the Cooperative's opinion, its meter or the wires or other apparatus have been tampered with, the Cooperative may refuse to reconnect the Customer's service until the Customer shall have:

1. Paid all delinquent bills and obligations due the Cooperative to the extent required by the Cooperative.
2. Paid to the Cooperative an amount estimated to be sufficient to cover the electricity used but not recorded by the meter and not previously paid for.
3. Rewired the premises in a manner satisfactory to the Cooperative.
4. Settlement of charges and fees will only be done during regular business hours at the Cooperative's office. Cooperative personnel will not make field collections of any type.
5. At any time the Cooperative feels its employees may be placed in danger for any reason, reconnection will be offered only during regular business hours.

C. Meter Tampering, Current Diversion or Unauthorized Reconnection

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

1. Pay for all damages to Cooperative equipment resulting from the tampering and/or damages and provide sufficient deposit to cover future tampering or damage.
2. Pay an amount estimated to be sufficient to cover service used or service received.
3. Pay the Reconnection Service Charge, if applicable.
4. Pay any other required deposits as identified in Section IV (Requirements for Securing Electric Service).
5. Pay a fee to cover the cost of testing the meter in accordance with Schedule F - Fees.
6. Make any changes in wiring or equipment that, in the opinion of the Cooperative, may be necessary for the protection of the Cooperative.

X. ELECTRIC SERVICE CHARACTERISTICS

A. Quality and Continuity of Service

The quality of service supplied by the Cooperative shall be in accordance with the accepted standards of the electric utility industry. It shall maintain adequate facilities and equipment for maintaining good service, and its personnel shall be trained to furnish that type of service. The Cooperative shall endeavor to provide continuity of electric distribution service as outlined in Section V. G (Interruption of Service).

B. Voltage

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

XI. METERS AND METERING

A. Access to Premises and Metering Availability

1. Authorized representatives of the Cooperative shall have the right of access to the premises of the Customer at all reasonable times for the purpose of reading, testing or inspection of meters, inspection of wiring and apparatus, and making repairs and maintaining lines or rights of way.
2. Each rate schedule defines the type of connection for said rate.
3. No persons, except authorized representatives of the Cooperative, are permitted to perform any operation on a meter or its connections as installed by the Cooperative.

Upon a Customer's written request, the Cooperative shall provide advanced metering and associated equipment at the net incremental cost above the basic metering service provided by the Cooperative.

B. Periodic Testing

Each meter shall be shop-tested and adjusted to within +/- 0.5% accuracy before being placed in service at a given location. The Cooperative uses the arithmetic average of the light load and full load tests to determine the overall accuracy of the meter.

In general, meters in service will be tested for accuracy at approximately the following Intervals:

1. Meter without demand registers:
 - a. With surge-proof magnets — 16 years
 - b. Without surge-proof magnets — 8 years
2. Meter with demand registers:
 - a. With surge-proof magnets — 12 years
 - b. Without surge-proof magnets — 8 years

C. Tests Requested by Customer

Upon request by a Customer, the Cooperative shall test the meter provided that such tests need not be made more frequently than once in 24 months. If testing of a meter is required by the Customer to be made more frequently than once in 24 months, the utility shall require a deposit (in accordance with Schedule F) for each such test, refundable only if the percentage registration of the meter exceeds 102% or is less than 98%. If the meter is found to be in error greater than 2%, an adjustment will be made on the Customer's electric bill for the three prior months. In the event the metering equipment installed by the Cooperative fails to properly register the energy during any period, the consumption for such a Period will be estimated from the amount of energy used during a period in which the Customer operated under conditions similar to

those that existed during the period in which the metering equipment failed to properly register energy consumed.

1. The Customer, or the Customer's representative, may be present when the meter is tested.
2. A written report of the results of the test shall be made to the Customer within ten 10 days after the completion of the test which he requested.

D. Meter Failure

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

If an electronic meter that also has a manual register fails to accurately report monthly readings, the Cooperative will obtain a reading from the manual register. The Cooperative will use this reading to render the Customer's next bill.

SCHEDULE "LP-10-U-RA" – COMMERCIAL AND LARGE POWER SERVICE (RETAIL ACCESS)

SCHEDULE "OL-10" – OUTDOOR LIGHTING

SCHEDULE RSTOU-1-U – RESIDENTIAL TIME OF USE (optional rate)

SCHEDULE CSTOU-1-U – COMMERCIAL AND SMALL POWER TIME OF USE (optional rate)

SCHEDULE GREEN-1-U – GREEN POWER RIDER

SCHEDULE EF – EXCESS FACILITIES

These rates are on file with, and have been approved by, the Virginia State Corporation Commission.

XVI. CAPITAL CREDITS

Article VII, Section 2 of the By-laws stipulates in detail the disposition of patronage capital in connection with furnishing electric service.

XII. RESERVED

XIII. CUSTOMER COMPLAINT PROCEDURE

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

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

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

XIV. RESERVED

XV. RATES

Classification of Schedules

The Cooperative has the following rates available:

SCHEDULE "RS-10-U" – RESIDENTIAL SERVICE

SCHEDULE "RS-10-U-RA" – RESIDENTIAL SERVICE (RETAIL ACCESS)

SCHEDULE "CS-10-U" – COMMERCIAL AND SMALL POWER SERVICE

SCHEDULE "CS-10-U-RA" – COMMERCIAL AND SMALL POWER SERVICE (RETAIL ACCESS)

SCHEDULE "LP-10-U" – COMMERCIAL AND LARGE POWER SERVICE

APPENDIX A – Schedule F – Fees

Type of Fee or Service Charge	Amount
A. Membership Fee – Initial Service Connection (Refundable)	\$5.00
B. Non-Permanent Connection Fee	\$50.00
C. Service Charge for Manually Reading Meter	\$37.00
D. Reconnection Charge – (Disconnected for Non-Payment) Regular Working Hours – (Manually with Field Visit)	\$74.00
E. Field Visit Fee – applicable if field visit for collection is made	\$37.00
F. Returned Payment Processing Fee (payment not honored by financial institution)	\$40.00
G. Trouble Call – Outage on Customer’s Equipment (Regular Business Hours)	\$37.00
Outage on Customer’s Equipment – After Hours	\$162.00
H. Meter Testing Fee/Deposit Single-phase meters	\$35.00
Poly-phase meters	\$55.00
* Refundable if meter is found to be outside of acceptable limits of +/-2%.	
Note: Schedule F – B. Non-Permanent Connection Fee is only applicable to mobile homes not on permanent foundation.	

APPENDIX B – Retail Access General Rules and Regulation

I. Purpose

To support Retail Access, it is necessary to supplement the Cooperative’s existing Terms and Conditions. This Appendix B applies to Customers who elect to purchase electricity supply service from a competitive service provider, supplementing the Terms and Conditions described in the previous sections.

II. Applicability

This Appendix B states the Cooperative’s Terms and Conditions for providing Retail Access. If a provision in the Cooperative’s overall Terms and Conditions for Providing Electric Service conflicts with a provision in Appendix B, the provision in Appendix B will control with regard to those Customers who purchase their energy from a competitive service provider.

III. Definitions

As used in Appendix B, the following words and phrases shall have the meaning provided:

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

Competitive energy service – the retail sale of electricity supply service or any other competitive service as provided by legislation or approved by the State Corporation Commission as part of retail access by an entity other than the Cooperative as a regulated utility, including such services provided to retail customers by aggregators.

Competitive service provider (CSP) – a person, licensed by the State Corporation Commission, that sells or offers to sell a competitive energy service within the Commonwealth. This term includes affiliated competitive service providers and aggregators, but does not include a party that supplies electricity or natural gas, or both, exclusively for its own consumption or the consumption of one or more of its affiliates.

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

Consolidated billing – the rendering of a single bill to a retail customer that includes the billing charges for electric services rendered by a competitive service provider and services provided by the Cooperative.

Cooperative – Craig-Botetourt Electric Cooperative, an entity regulated by the Virginia State Corporation Commission and the West Virginia Public Service Commission that owns or controls the distribution facilities required for the transportation and delivery of electricity to retail customers.

Distribution service – the delivery of electricity through the distribution facilities of the Cooperative to a retail customer.

Electricity supply service – the generation, or generation and transmission, of electricity to the distribution facilities of the Cooperative on behalf of a retail customer.

Electronic Data Interchange (EDI) – the computer-to-computer exchange of business information using common standards for high volume electronic transactions.

Enrollment request – electronic notification sent to the Cooperative from a competitive service provider that a customer has selected that competitive service provider for purposes of purchasing electricity supply service.

Regulated supply service – service made available to retail customers who (i) do not affirmatively select a supplier, (ii) are unable to obtain service from an alternative supplier, or (iii) have contracted with an alternative supplier who fails to perform. Such service is provided under regulated rates on file with the Virginia State Corporation Commission.

Separate billing – the rendering of separate bills to a retail customer for the billing charges of a competitive service provider, and for the billing charges of the Cooperative.

State Corporation Commission (Commission) – the State agency that has jurisdiction over the regulated portion of the electric utility industry and the rules and regulations applicable thereto for the Commonwealth of Virginia.

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

IV. Customer Information

For purposes of competitive retail access, the Commission now requires that upon becoming a Member and receiving service from the Cooperative, the Cooperative must include your Customer information on

a list (referred to as a “Mass List of Customer Information”) prepared by the Cooperative. The following paragraphs describe the list, how it is used, and your right to have your information withheld from the list:

- A. The Cooperative must provide the following Customer information for the mass list: (i) Customer name; (ii) service address; (iii) billing address; (iv) either an account number, a service delivery point, or universal identifier, as applicable; (v) meter reading date or cycle; (vi) wholesale delivery point, if applicable; (vii) rate class and subclass or rider, as applicable; (viii) load profile reference category, if not based on rate class; and (ix) up to twelve months of cumulative historic energy usage and annual peak demand information as available.
- B. The Cooperative must provide, upon the request of a CSP, the mass list of eligible Customers. Prior to disclosing any information on the mass list, the Cooperative will provide each Customer the opportunity to have the information itemized in paragraph A of this subsection withheld, in total, from the mass list. The Cooperative shall update or replace the list every six months, and prior to each update, each Customer shall be provided an additional opportunity to reverse the prior decision regarding the disclosure of the information included on the mass list.
- C. Each CSP must safeguard all Customer information and shall not disclose such information unless the Customer authorizes disclosure or unless the information to be disclosed is already in the public domain. This provision, however, shall not restrict the disclosure of credit and payment information as currently permitted by federal and state statutes.
- D. The CSP must obtain Customer authorization prior to requesting any Customer usage information not included on the mass list from the Cooperative. A CSP shall provide evidence of such authorization that meets the standards for evidence of enrollment upon the request by the Customer or the State Corporation Commission.

V. Competitive Service Provider Registration and Certification

Customers may purchase electricity supply service only from licensed and registered CSPs. The State Corporation Commission will license CSPs to sell electricity supply services as provided in the Licensing section of the Rules Governing Retail Access to Competitive Energy Services, 20 VAC 5-312-40. In addition to Commission licensure, and prior to enrollment of Cooperative Members, all licensed CSPs must register with the Cooperative, as provided in 20 VAC 5-312-50, in order to provide energy services within the service territory of the Cooperative.

Customers may obtain a current list of licensed and registered CSPs from the Cooperative upon request. The list is also posted on the Cooperative's web site at www.craigbot.com. A registered CSP may be required to provide the Cooperative reasonable proof of financial security, and may be subject to non-emergency restrictions or disqualification as provided in the Cooperative's applicable tariffs.

VI. Customer Election to Purchase Energy From a CSP

A. Enrolling with a CSP

1. The Customer controls the choice of enrolling with a CSP. A licensed and registered CSP may enroll, or modify the services provided to, a Customer only after the Customer has affirmatively authorized such enrollment or modification. A CSP shall maintain adequate records allowing it to verify a Customer's enrollment authorization. All enrollment information will be sent to the Cooperative by the CSP.
2. In the event multiple enrollments are submitted for a single Customer during the same enrollment period, the Cooperative shall process the first request submitted for the Customer and reject all other enrollments for the same enrollment period.
3. A CSP shall send a written contract to a Customer prior to, or contemporaneously with, sending the enrollment request to the Cooperative.
4. The CSP must submit an enrollment request to the Cooperative at least 15 days prior to the Customer's next scheduled meter reading date for service to be effective on that meter reading date.
5. If enrollments are received less than 15 days prior to the next scheduled meter reading date, the service shall be effective on the Customer's subsequent meter reading date.
6. In the absence of a scheduled meter reading date, as is the case with Customer self-read meters, the CSP may request a special meter reading and pay an meter reading service charge according to Schedule F, in which case the enrollment will become effective on the date of the meter reading.
7. Upon a Customer's request, a CSP may re-enroll such Customer at a new address under the existing contract, without acquiring new authorization records, if the CSP is licensed to provide service to the Customer's new address and is registered with the Cooperative.
8. The Customer has a limited right to cancel its enrollment with a CSP. The Cooperative shall, normally within one business day of receipt of enrollment request from a CSP, mail notification to the

Customer advising of the enrollment request, the approximate date that the CSP's service commences, and the Customer's cancellation rights. The Customer shall have until the close of business on the tenth day following the mailing of such notification to advise the CSP or the Cooperative to cancel such enrollment without penalty, and the Customer will continue with the supplier of record.

9. A Customer with a single point of delivery is limited to purchasing competitive energy service from one CSP in any billing period.

B. Termination of Service

The Cooperative reserves the right to impose a minimum-stay requirement, in accordance with applicable rules and regulations of the Commission, on certain Customers who return to the Cooperative's regulated supply service after purchasing from a CSP. If a Customer with an annual peak demand of 500 kW or greater returns to regulated supply service, then such Customer will be obligated to remain on the Cooperative's regulated supply service for not less than twelve (12) months before such Customer will again be eligible to enroll to receive supply service from a CSP. Such Customers may be required to sign an agreement to purchase power.

1. By a CSP

- a. If a CSP terminates a Customer's contract for electricity supply service for any reason other than non-payment, the CSP shall provide written notice of termination to the Customer at least 30 days prior to the date that service to the Customer is scheduled to terminate, and also shall notify the Cooperative by any means permitted under the VAEDT procedures and the EDI Trading Partner Agreement.
- b. A CSP shall send written notification to the Customer of termination for non-payment of electricity supply service at least 15 days prior to the date that service is scheduled to terminate.
- c. If the Cooperative is notified by a CSP that the CSP will terminate service to a Customer, the Cooperative shall send written notification to the Customer, normally within five business days, that it was so informed and describe the Customer's opportunity to select a new supplier. The Cooperative shall also inform the affected Customer that if the Customer does not select another CSP, the Cooperative shall provide the Customer's electricity supply service.
- d. If a CSP decides to terminate service to a Customer class or to abandon service within the Commonwealth, the CSP shall provide at least 60 days advanced written notice to the

Cooperative, to the affected Customers, and to the State Corporation Commission. Individual Customer notification, as described in c, above, is not required in the case of termination of service to a Customer class.

- e. If the Cooperative issues a final bill to a Customer, the Cooperative shall notify the Customer's CSP.

2. By a Customer

- a. A Customer may terminate service with a CSP by:
 1. enrolling with a new CSP in accordance with the processes described in Section VI of this Appendix B;
 2. contacting the current CSP to request cancellation; or
 3. contacting the Cooperative to request cancellation.
- b. Customer requests to the Cooperative to cancel CSP supply service may be made via telephone, letter, facsimile, e-mail, or in person.
- c. Customers who request cancellation will be notified of their options of selecting another CSP or affirmatively selecting to receive supply service from the Cooperative.
- d. Cancellations will be effective upon the next scheduled meter reading. Requests for cancellation must be received at least 15 days prior to the next regularly scheduled meter reading. Requests received less than 15 days prior to the next meter reading will become effective with the subsequent meter reading.
- e. Any contract provisions related to Customer termination of CSP supply service are the responsibility of the Customer and CSP.

VII. Metering and Meter Services

A. General

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

The Cooperative will read its meters using an Automated Meter Reading (AMR) system for billing purposes. The meters will be read during the last week of each month. If the Cooperative is unable to obtain a reading in time for billing, the charges will be estimated based on the consumer's past history of electric use. If the consumer or the CSP requests that the

Cooperative manually read the meter to verify an AMR reading and the meter and AMR reading are shown to be the same and correct, the consumer or CSP is subject to a Service Charge for Manually Reading Meter in the amount set in Schedule F-C. If there is a discrepancy of +/- 2% or more, the reading and charges will be adjusted and there will be no service charge for the manual reading.

B. Meter Equipment

The Customer may choose to use standard metering services or pay additional fees and costs to have the Cooperative provide advanced metering services. In either case, the Cooperative will own the meter used for measuring and billing the Customer for its energy and/or demand consumption. The type of advanced metering configuration will be determined by the Cooperative. The Cooperative is responsible for the installation and removal of all metering. A Customer choosing advanced metering will be required, where applicable, to provide telephone service for the Cooperative to retrieve data.

C. Incorrect Metering

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

D. Unmetered Service

No unmetered electricity supply services of any kind may be purchased from a CSP.

E. Special Meter Readings

1. A Customer may request a special meter reading. The Cooperative will charge the Customer a Service Charge for Manually Reading Meter according to the applicable Schedules and Fees.
2. If a Customer's chosen CSP becomes incapable of fulfilling its obligation to supply electricity, the Cooperative will obtain an actual meter reading in order that final billings to the CSP's Customers can be adjusted to reflect services by the CSP. The CSP will be charged a Service Charge for Manually Reading Meter for this service.
3. If a special meter reading is requested in order to resolve a disputed meter reading and the Cooperative's reading is found to be incorrect, there will be no special meter reading charge.

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

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

1. The Cooperative will investigate and correct, as necessary, the causes of incorrect or unexplained meter readings, and will solely determine if any adjustment is warranted.
2. If the Cooperative determines an adjustment is warranted, the Cooperative will solely determine the method to use in adjusting the Customer's demand and/or energy usage, and the amount of the adjustment.
3. The Cooperative's determination of the Customer's usage, whether based on actual or adjusted data, shall be accepted as final and binding on all parties.

G. Load Profiles

Load profiles are estimated representative electricity usage patterns of Customers. Load profiles are developed by rate classes. Each Customer will be assigned to a rate class or a load profile reference category. A Customer's load profile will be provided to its CSP; each load profile may be used by the CSP at its own risk. Due to the sensitive nature of the information, the usage and load profile of large commercial and industrial Customers that have interval metering will not be posted on the Internet by the Cooperative, but will be made available to Customers or authorized CSPs (that have and can present the required customer authorization) by other appropriate, cost-effective electronic media.

VIII. Customer Billing

A. Billing and Payment for Service

For Customers utilizing a CSP, a consolidated bill or separate billing for distribution service and CSP service, if available, may be selected.

1. Consolidated Bill

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

- a. to regulated service arrearages owed the Cooperative;
- b. to competitive energy service arrearages owed the current CSP;

- c. to regulated current charges of the Cooperative;
- d. to competitive energy service current charges of the CSP; and
- e. to other charges.

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

3. Separate Bills

Both the Cooperative and the CSP may render separate bills for its individual charges. Payment of charges billed by the Cooperative shall be payable to the Cooperative and the Cooperative will have no responsibility for the charges of the CSP except for the provision of meter data.

Collections of state and local utility taxes shall be remitted as required by law.

4. Delinquent Bills

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

B. Deposits

The Cooperative may require a Customer to deposit with it initially, and from time to time, as a guarantee of payment for services provided by the Cooperative, such amount as, in the Cooperative's judgment, will secure it from loss. The amount of the deposit shall not exceed the Customer's estimated billing for service for two months.

1. Customers Choosing to Purchase Electricity Supply Service from a CSP

If a Customer enrolls with a CSP and the Cooperative is holding a deposit from said Customer, the Cooperative will recalculate the amount of deposit required, based on all regulated utility services being purchased from the Cooperative at that time, and will return any excess deposit to the Customer by way of a credit to the Customer's bill.

2. Return of Customer from a CSP to the Cooperative

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

C. Budget/Levelized Billing

The Cooperative's Budget/Levelized Payment Plan for services obtained from the Cooperative will continue to be available to qualified Customers acquiring energy services from a CSP. The Member must continue to satisfy the requirements of the Plan.

IX. Disconnection of Service

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

X. Dispute Resolution

In the event of a dispute between the Cooperative and a Customer, the Cooperative and the Customer shall attempt to resolve such dispute by mutual agreement. The Customer or Cooperative may file a complaint with the Commission if the parties are not able to resolve the dispute. When a Customer has an issue to resolve with the Cooperative, said Customer should follow the procedures outlined in Section XIII of the Cooperative's Terms and Conditions for Providing Electric Service. The Cooperative and the Customer shall use good faith and reasonable efforts to informally resolve the issue.

When a Customer has an issue to resolve with a CSP, the Customer should contact that CSP to resolve the issue. If the Customer contacts the Cooperative, the Cooperative will make every effort to assist them in developing possible solutions. However, the Cooperative is under no obligation to resolve disputes between a Customer and a CSP. If the Customer wishes to file a formal complaint to resolve a dispute involving a CSP, it may do so through the procedures established by the State Corporation Commission.

