

Old Dominion Power Company

One Quality Street
Lexington, Kentucky
www.lge-ku.com

Rates, Terms and Conditions for Furnishing

ELECTRIC SERVICE

In all territory served as stated on Sheet No. 1.1 of this Book

VIRGINIA

STATE CORPORATION COMMISSION

Date of Issue

June 10, 2022

Date Effective

**With Service Rendered
On and After June 1, 2022**

**Issued by
Robert M. Conroy, Vice President
State Regulation and Rates**



Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 1

General Index Rates, - Terms, and Conditions

<u>Title</u>	<u>Sheet Number</u>
General Index	1
Territory Served	1.1
SECTION 1 - Standard Rate Schedules	
RS Residential Service	5
GS General Service	10
PS Power Service	15
TODS Time-of-Day Secondary Service	20
TODP Time-of-Day Primary Service	22
RTS Retail Transmission Service	25
P.O.LT. Private Outdoor Lighting	36
Special Charges	45
SECTION 2 – Riders to Standard Rate Schedules	
CSR Curtailable Service Rider	50
QF Cogeneration and Small Power Producer	55
NMS Net Metering Service	57
MFSS Multi-Family Shared Solar Service	58
EF Excess Facilities	60
SBR Supplemental or Standby Service Rider	62
IL Intermittent Loads	65
TS Temporary-to-Permanent and Seasonal Service	66
GT Green Tariff	69
EDR Economic Development Rider	71
SECTION 3 – Pilot Programs	
SECTION 4 – Adjustment Clauses	
LFF Levelized Fuel Factor	85
SECTION 5 – Terms and Conditions	
General	96
Customer Responsibilities	97
Company Responsibilities	98
Character of Service	99
Residential Rate Specific Terms and Conditions	100
Billing	101
Deposits	102
Budget Payment Plan	103
Discontinuance of Service	105
Line Extension Plan	106

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Old Dominion Power Company

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General Index Territory Served

ODP provides electric service in the following counties in Virginia:

Dickenson, Lee, Russell, Scott, and Wise

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 5

Standard Rate

RS
Residential Service

APPLICABLE

In all territory served.

AVAILABILITY

Available for single-phase delivery to single family residential service subject to the terms and conditions on Sheet No. 100 of this Tariff. Service under this schedule is also available to churches, defined as the synagogue or church building in which the sanctuary or principal place of worship is located.

Three phase service under this rate schedule is restricted to those Customers being billed on this rate schedule as of its effective date of November 1, 2009.

RATE

Basic Service Charge per month: \$12.00

Plus an Energy Charge per kWh: \$ 0.10122

ADJUSTMENT CLAUSE

The energy charge specified above shall be increased in accordance with the following:

Levelized Fuel Factor Sheet No. 85

MINIMUM CHARGE

The Basic Service Charge shall be the Minimum Charge.

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of the bill.

LATE PAYMENT CHARGE

- If full payment is not received by the due date of the bill, a 1.5% late payment charge will be assessed on the current month's charges.
- Residential Service Customers who receive a pledge for or notice of low income energy assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice.
- Residential Service Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing.

TERMS AND CONDITIONS

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Standard Rate

GS
General Service

DETERMINATION OF LOAD

Service hereunder will be metered except when, by mutual agreement of Company and Customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption taking into account the types of equipment served.

MINIMUM CHARGE

The Basic Service Charge shall be the Minimum Charge.

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1.5% late payment charge will be assessed on the current month's charges.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 15

Standard Rate

PS
Power Service

APPLICABLE

In all territory served.

AVAILABILITY

Available for Customers receiving service at a:

1. secondary voltage with a load that exceeds 50 kW as measured over the 15-minute period of greatest use during each of the current and previous eleven (11) billing periods and averaged for those twelve (12) billing periods, but does not exceed 250 kW as measured over the 15-minute time period of greatest use during each of the current and previous eleven (11) billing periods and averaged for those twelve (12) billing periods; or
2. primary voltage with a load that does not exceed 250 kW as measured over the 15-minute time period of greatest use during each of the current and previous eleven (11) billing periods and averaged for those twelve (12) billing periods.

An existing Customer receiving service under S.C.C. 12, Fourth Revised Sheet No. 9 as of April 1, 2010, with a load as of April 1, 2010 that does not meet the parameters, measured as described in 1. or 2. above as is appropriate, is considered "Grandfathered."

Each "Grandfathered" Customer that, as of February 15, 2016, had a load that exceeded 50 kW but did not exceed 250 kW, measured as described above, ceased to be "Grandfathered" after February 15, 2016.

A "Grandfathered" Customer with a load as of June 1, 2022, that does not meet these parameters, measured as described in 1. or 2. above as is appropriate, will continue to be served under this rate or an appropriate rate for which the load qualifies, at the Customer's option.

A "Grandfathered" Customer with a load as of June 1, 2022, that meets these parameters, measured as described in 1. or 2. above as is appropriate, is being served on the appropriate rate schedule for the load and thus, will no longer be considered "Grandfathered" after June 1, 2022.

A Customer initially receiving service after April 1, 2010, for a load meeting the parameters, measured as described in 1. or 2. above, will be served under the appropriate rate schedule upon demonstrating a load that does not comply with these parameters. Should actual billing data demonstrate a new Customer's load would not meet the parameters provided for in 1. or 2. in less than 12-monthly billing periods, the Customer will be served under the appropriate rate schedule.

RATE	<u>Secondary</u>	<u>Primary</u>
Basic Service Charge per month:	\$75.00	\$220.00
Plus an Energy Charge per kWh:	\$ 0.02332	\$ 0.02332
Plus a Demand Charge per kW:		
Summer Rate:		
(Five Billing Periods of May through September)	\$22.78	\$19.88
Winter Rate:		
(All other months)	\$18.58	\$16.07

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S.C.C. No. 19, Original Sheet No. 15.1

Standard Rate

PS
Power Service

RATE (continued)

Where the monthly billing demand is the greater of:

- a. the maximum measured load in the current billing period but not less than 50 kW for secondary service or 25 kW for primary service, or
- b. a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, or
- c. if applicable, a minimum of 60% of the contract capacity based on the maximum expected load on the system or on facilities specified by Customer.

ADJUSTMENT CLAUSE

The energy charge specified above shall be increased in accordance with the following:

Levelized Fuel Factor

Sheet No. 85

DETERMINATION OF MAXIMUM LOAD

The load will be measured and will be the average kW demand delivered to Customer during the 15-minute period of maximum use during the month.

Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times ninety (90) percent of the applicable kW charge.

In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when the power factor is less than ninety (90) percent in accordance with the following formula: (based on power factor measured at the time of maximum load).

$$\text{Adjusted Maximum kW Load for Billing Purposes} = \frac{\text{Maximum kW Load Measured} \times 90\%}{\text{Power Factor (in percent)}}$$

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1.5% late payment charge will be assessed on the current month's charges.

TERM OF CONTRACT

For a fixed term of not less than one (1) year and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other of the desire to terminate.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 20

Standard Rate

TODS
Time-of-Day Secondary Service

APPLICABLE

In all territory served.

AVAILABILITY

Available for secondary service. Service under this schedule will be limited to Customers whose 12-month average monthly minimum loads exceed 250 kVA and whose 12-month-average monthly maximum loads do not exceed 5,000 kVA, as measured over the 15-minute period of greatest use during each of the current and previous eleven (11) billing periods and averaged for those twelve (12) billing periods.

A Customer initially receiving service for a load during the billing period that meets these parameters will, upon demonstrating a load that does not comply with these parameters, be served under the appropriate rate schedule. Should actual billing data demonstrate a new Customer's load would not meet the parameters provided for above in less than 12-monthly billing periods, the Customer will be served under the appropriate rate schedule.

RATE

Basic Service Charge per month:	\$75.00
Plus an Energy Charge per kWh:	\$0.02332
Plus a Maximum Load Charge per kVA:	
Peak Demand Period:.....	\$7.11
Intermediate Demand Period:	\$5.44
Base Demand Period:.....	\$6.82

Where the monthly billing demand for the respective demand periods is determined as follows:

For the Peak and Intermediate Demand Period, the greater of:

1. the maximum measured load in the current billing period, or
2. a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods; and

For the Base Demand Period, the greater of:

1. the maximum measured load in the current billing period but not less than 250 kVA, or
2. the highest measured load in the preceding eleven (11) monthly billing periods, or
3. the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 20.1

Standard Rate

TODS
Time-of-Day Secondary Service

ADJUSTMENT CLAUSE

The energy charge specified above shall be increased in accordance with the following:

Levelized Fuel Factor Sheet No. 85

DETERMINATION OF MAXIMUM LOAD

The load will be measured and will be the average kVA demand delivered to Customer during the 15-minute period of maximum use during the appropriate Rating Period each month.

RATING PERIODS

The Rating Periods applicable to the Maximum Load Charges are established in Eastern Standard Time year round by season for weekdays and weekends and shall be as follows:

Summer peak months of May through September

	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		

All other months of October continuously through April

	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		

If a legal holiday falls on a weekday, it will be considered a weekday.

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1.5% late payment charge will be assessed on the current month's charges.

TERM OF CONTRACT

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the Customer's requirements for service.

TERMS AND CONDITIONS

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 22

Standard Rate

TODP
Time-of-Day Primary Service

APPLICABLE

In all territory served.

AVAILABILITY

Available for primary service to any Customer: (1) who has a 12-month-average monthly minimum demand exceeding 250 kVA, as measured over the 15-minute time period of greatest use during each of the current and previous eleven (11) billing periods and averaged for those twelve (12) billing periods; and (2) whose new or additional load receives any required approval of Company's transmission operator.

A Customer initially receiving service for a load during the billing period that meets these parameters will, upon demonstrating a load that does not comply with these parameters, be served under the appropriate rate schedule. Should actual billing data demonstrate a new Customer's load would not meet the parameters provided for above in less than 12-monthly billing periods, the Customer will be served under the appropriate rate schedule.

RATE

Basic Service Charge per month:	\$300.00
Plus an Energy Charge per kWh:	\$0.02332
Plus a Maximum Load Charge per kVA:	
Peak Demand Period:.....	\$5.85
Intermediate Demand Period:.....	\$4.34
Base Demand Period:.....	\$4.49

Where the monthly billing demand for each of the respective demand periods is determined as follows:

For the Peak and Intermediate Demand Period, the greater of:

1. the maximum measured load in the current billing period, or
2. a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods;

For the Base Demand Period, the greater of:

1. the maximum measured load in the current billing period but not less than 250 kVA, or
2. the highest measured load in the preceding eleven (11) monthly billing periods, or
3. the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 22.1

Standard Rate

TODP
Time-of-Day Primary Service

ADJUSTMENT CLAUSE

The energy charge specified above shall be increased in accordance with the following:

Levelized Fuel Factor Sheet No. 85

DETERMINATION OF MAXIMUM LOAD

The load will be measured and will be the average kVA demand delivered to Customer during the 15-minute period of maximum use during the appropriate Rating Period each month.

RATING PERIODS

The Rating Periods applicable to the Maximum Load Charges are established in Eastern Standard Time year round by season for weekdays and weekends and shall be as follows:

Summer peak months of May through September

	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		

All other months of October continuously through April

	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		

If a legal holiday falls on a weekday, it will be considered a weekday.

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1.5% late payment charge will be assessed on the current month's charges

TERM OF CONTRACT

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the Customer's requirements for service.

TERMS AND CONDITIONS

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 25

Standard Rate

RTS
Retail Transmission Service

APPLICABLE

In all territory served.

AVAILABILITY

Available for transmission service to any Customer: (1) receiving service at a transmission voltage with a load that does not exceed 50,000 kVA, as measured over the 15-minute period of greatest use in each of the current and previous eleven (11) billing periods and averaged over those twelve (12) billing periods; and (2) whose new or additional load receives any required approval of Company's transmission operator.

RATE

Basic Service Charge per month:	\$750.00
Plus an Energy Charge per kWh:	\$0.02332
Plus a Maximum Load Charge per kVA:	
Peak Demand Period:	\$5.19
Intermediate Demand Period:	\$3.95
Base Demand Period:	\$3.22

Where the monthly billing demand for each of the respective demand periods is determined as follows:

For the Peak and Intermediate Demand Period, the greater of:

1. the maximum measured load in the current billing period, or
2. a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods;

For the Base Demand Period, the greater of:

1. the maximum measured load in the current billing period but not less than 250 kVA, or
2. the highest measured load in the preceding eleven (11) monthly billing periods, or
3. the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

ADJUSTMENT CLAUSE

The energy charge specified above shall be increased in accordance with the following:

Levelized Fuel Factor

Sheet No. 85

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S.C.C. No. 19, Original Sheet No. 25.1

Standard Rate

RTS
Retail Transmission Service

DETERMINATION OF MAXIMUM LOAD

The load will be measured and will be the average kVA demand delivered to the Customer during the 15-minute period of maximum use during the appropriate Rating Period each month.

RATING PERIODS

The Rating Periods applicable to the Maximum Load Charges are established in Eastern Standard Time year round by season for weekdays and weekends and shall be as follows:

Summer peak months of May through September

	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		

All other months of October continuously through April

	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		

If a legal holiday falls on a weekday, it will be considered a weekday.

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1.5% late payment charge will be assessed on the current month's charges.

TERM OF CONTRACT

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the Customer's requirements for service.

TERMS AND CONDITIONS

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 36

Standard Rate

P.O.LT.
Private Outdoor Lighting

APPLICABLE

In all territory served.

AVAILABILITY

Available to Customers receiving service from Company at the same location.

RATE

Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge
Lighting Service:				
Light Emitting Diode (LED)				
390	Cobra Head	6,000-8,200	0.071	\$10.09
391	Cobra Head	13,000-16,500	0.122	\$12.55
392	Cobra Head	22,000-29,000*	0.194	\$16.53
393	Open Bottom	4,500-6,000	0.048	\$ 8.18
KC1	Cobra Head	2,500-4,000	0.022	\$ 8.28
KC3	Cobra Head	4,000-6,000	0.039	\$ 8.95
KF1	Directional (Flood)	4,500-6,000	0.030	\$10.85
KF2	Directional (Flood)	14,000-17,500	0.096	\$13.40
KF3	Directional (Flood)	22,000-28,000*	0.175	\$16.53
KF4	Directional (Flood)	35,000-50,000*	0.297	\$24.42
Wood Pole				
PK5				\$ 8.39
Restricted Lighting Service:				
Mercury Vapor				
406	Open Bottom	7,000	0.207	\$13.97
High Pressure Sodium				
487	Directional (Flood)	9,500	0.117	\$20.48
488	Directional (Flood)	22,000*	0.242	\$28.16
489	Directional (Flood)	50,000*	0.471	\$42.47
428	Open Bottom	9,500	0.117	\$14.57
429	Cobra Head	22,000*	0.242	\$25.87
407	Cobra Head	50,000*	0.471	\$42.70

Availability in the Restricted Lighting Service section above is restricted to those lighting fixtures/poles in service as of May 1, 2020, except where a spot replacement maintains the continuity of multiple fixtures/poles in a neighborhood lighting system or continuity is desired for a subdivision being developed in phases. Spot placement of restricted fixtures/poles is contingent on the restricted fixtures/poles being available from manufacturers. Spot replacements will not be available for Mercury Vapor.

In the event Restricted Lighting Service fixtures/poles fail and replacements are unavailable, Customer will be given the choice of having Company remove the failed fixture/pole or replacing the failed fixture/pole with other available fixtures/poles in the Lighting Service section above.

Units marked with an asterisk (*) are not available for use in residential neighborhoods.

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Standard Rate

P.O.L.T.
Private Outdoor Lighting

CONVERSION FEE

Customer will be required to pay either a one-time conversion fee or a monthly conversion fee for 60 months if Customer requests to change current functioning non-LED fixture to an LED fixture. This conversion fee represents the remaining book value of the current working non-LED fixture.

One-Time Conversion Fee: \$213.60
Monthly Conversion Fee: \$5.36 per month for 60 months

ADJUSTMENT CLAUSE

The charges specified above shall be increased in accordance with the following, and as defined under the section DETERMINATION OF ENERGY CONSUMPTION:

Levelized Fuel Factor Sheet No. 85

FACILITIES

Company will furnish a complete standard or directional fixture on existing poles with existing secondary voltage of 120/240. A 2-foot mast arm will be provided for 9,500 lumen fixtures and a 6-foot mast arm provided for all other fixtures. All facilities furnished by Company will be standard stocked material.

Where the location of existing poles is not suitable or where there are no existing poles for mounting of lights, and the Customer requests service under these conditions, Company may furnish the required facilities at an additional charge based upon the application of the monthly rate set forth in the Excess Facilities Rider applied to the current cost of the facilities as periodically updated.

Should Customer request underground service, and Company agrees to such service, Customer will be responsible for all ditching, back-filling, and repaving/seedling/sodding as necessary, and provide, own, and maintain all conduit.

DUE DATE OF BILL

Payment is due within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of the bill.

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S.C.C. No. 19, Original Sheet No. 36.2

Standard Rate

P.O.L.T.
Private Outdoor Lighting

DETERMINATION OF ENERGY CONSUMPTION

The applicable fuel component will be based on the kilowatt-hours calculated by multiplying the kilowatt load of each light times the number of hours that light is in use during the billing month. The kilowatt load of each light is shown in the section titled RATE. The number of hours a light will be in use during a given month is from dusk to dawn as shown in the following Hours Use Table:

HOURS USE TABLE

<u>Month</u>	<u>Hours Light Is In Use</u>
JAN	407
FEB	344
MAR	347
APR	301
MAY	281
JUN	257
JUL	273
AUG	299
SEP	322
OCT	368
NOV	386
DEC	415
TOTAL FOR YEAR	4,000 HRS.

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S.C.C. No. 19, Original Sheet No. 36.3

Standard Rate

P.O.L.T.
Private Outdoor Lighting

TERM OF CONTRACT

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice to the other when additional facilities are required, when the installation includes three (3) or more overhead -fed lights, or when Customer requests conversion to LED. Cancellation by Customer prior to the initial five-year term will require Customer to pay to Company a lump sum equal to the current monthly charge times the number of months remaining on the original five (5) year term.

TERMS AND CONDITIONS

- a. Service shall be furnished under Company's Terms and Conditions, except as set out herein.
- b. All service and maintenance will be performed only during regular scheduled working hours of Company. Customer will be responsible for reporting outages and other operating faults. Company shall initiate service corrections within two (2) business days after such notification by Customer.
- c. Customer shall be responsible for the cost of fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts. Company may decline to provide or continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
- d. Company shall have the right to make other attachments and to further extend the conductors, when necessary, for the further extension of its electric service.
- e. If any permit is required from any municipal or other governmental authority with respect to installation and use of any of the lighting units provided hereunder, Company will seek such permits, but the ultimate responsibility belongs with Customer.
- f. If Customer requests the removal of an existing lighting system, including, but not limited to, fixtures, poles, or other supporting facilities that were in service less than twenty years, and requests installation of replacement lighting within five (5) years of removal, Customer agrees to pay to Company its cost of labor to install the replacement facilities.

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Standard Rate

Special Charges

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

RETURNED PAYMENT CHARGE

In those instances where a Customer renders payment to Company which is not honored upon deposit by Company, the Customer will be charged \$3.00 to cover the additional processing costs.

METER TEST CHARGE

Where the test of a meter is performed during normal working hours upon the written request of a Customer more often than once every twenty-four (24) months and the results show the meter accurate to within two (2) percent, plus or minus, the Customer will be charged \$79.00 to cover the test and transportation costs.

DISCONNECTING AND RECONNECTING SERVICE CHARGE

A charge of \$37.00 will be made to cover disconnection and reconnection of electric service when the Customer has no "remote disconnection and reconnection" capability as defined below and is discontinued for non-payment of bills or for violation of Company's Terms and Conditions, such charge to be made before reconnection occurs. "Remote disconnection and reconnection" is defined as Customer having an advanced meter with a remote service switch as well as Company having implemented the requisite systems functionality to enable such activity. Customers who have meters capable of "remote disconnection and reconnection" will not be charged a disconnect/reconnect service charge. No charge will be made for Customers qualifying for service reconnection who also qualify for low income energy assistance from an authorized agency.

Residential and General Service Customers may request and be granted temporary suspension of electric service. In the event of such temporary suspension, Company will make a charge of \$37.00 to cover disconnection and reconnection of electric service, such charge to be made before reconnection occurs. Customers who have meters capable of "remote disconnection and reconnection" will not be charged a disconnect/reconnect service charge.

METER PULSE CHARGE

Where a Customer desires and Company is willing to provide data meter pulses, a charge of \$21.00 per month per installed set of pulse-generating equipment will be made to those data pulses. Time pulses will not be supplied.

Service to provide data meter pulses will be furnished only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination.

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

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Standard Rate

Special Charges

UNAUTHORIZED RECONNECT CHARGE

When Company determines that Customer has tampered with a meter, reconnected service without authorization from Company that previously had been disconnected by Company, or connected service without authorization from Company, then the following charges shall be assessed for each instance of such tampering or unauthorized reconnection or connection of service:

1. A charge of \$45.00 for tampering or an unauthorized connection or reconnection that does not require the replacement of the meter;
2. A charge of \$66.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase standard meter;
3. A charge of \$87.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase Automatic Meter Reading (AMR) meter;
4. A charge of \$149.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase Advanced Metering Infrastructure (AMI) meter; or
5. A charge of \$154.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a three-phase meter.

Company may, in its sole discretion, require Customer to take service using a non-AMI meter and pay AMI Opt Out Charges if Customer engages in particularly dangerous or repeated instances of tampering with an AMI meter. If there are no additional instances of tampering after twelve (12) months of having an AMI meter removed, Customer may request to have an AMI meter reinstalled and end AMI Opt Out Charges.

AMI OPT OUT CHARGES

Customer may opt out of having an AMI meter by contacting Company to request a non-AMI meter. If Company has a non-AMI meter available, Company will honor Customer's opt-out request and assess the following charges:

1. A one-time opt-out set-up fee of \$33.00 per service delivery point. During Company's AMI project deployment phase, if Customer requests a non-AMI meter prior to an AMI meter being installed at Customer's premise, Company will not charge the one-time set-up fee.
2. A monthly opt-out charge of \$14.00 per service delivery point.

If Customer chooses to opt out any meter on a single premise, Customer must opt out all Company meters on that premise. Company has sole discretion to determine the alternative metering to be used for opted-out meters.

TERMS AND CONDITIONS

Company has the right to refuse an opt-out request if:

- (a) Customer has a history of meter tampering or unauthorized use of electricity at the current or any prior location;
- (b) The service creates a safety hazard to consumers or their premises, the public, or the electric utility's personnel or facilities; or
- (c) Customer prevents the electric utility's employees or agents access to the meter at the customer's premises for maintenance, connection/disconnection, or meter-reading.

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Standard Rate Rider

**CSR
Curtable Service Rider**

APPLICABLE

In all territory served.

AVAILABILITY

Availability limited to Customers served under applicable rate schedules who contract for not less than 1,000 kVA individually and executed a contract under this rider prior to June 1, 2018. Company will not enter into contracts for additional curtable demand, even with customers already participating in this rider, on or after June 1, 2018. Customers with loads of 500 kVA or greater and receiving service under this rate as of April 1, 2010, will continue to be served under this rate at their option.

CONTRACT OPTION

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

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

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

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 50.1

Standard Rate Rider

CSR
Curtailed Service Rider

CONTRACT OPTION (Continued)

- c. At the time of a request for curtailment, Company shall give Customer an option of purchasing a block of power as is required to meet the curtailment request. Company shall give Customer a price for such power, based on existing market conditions, at the time of the curtailment request. Customer must state agreement to the purchase of power, if that is Customer's intention, and the block of power to be purchased shall be specified by Customer at the time Company makes the request for curtailment. Should Customer elect to purchase the block of power, Customer will pay for that power whether consumed by Customer or not. Should the block of power not be sufficient to meet the curtailment request, any deficiency shall be considered the measure of non-compliance. Should purchase power not be available from the market, Customer is obligated to meet the compliance provisions of a) or b) above. This option to "buy-through" will be available to the Customer only after Customer has been served under Rate CSR for three (3) years with no non-compliances.
- d. In those months in which Company does not request load curtailment, the Customer will receive a credit based on either the difference in the monthly billing peak demand, as defined in Company's Time-of-Day Service, Sheet No. 20, and the contracted firm demand, a) above, or the contracted curtailable demand, b) above.

RATE

Customer will receive a credit against the applicable power schedule for curtailable kVA, as determined in the preceding paragraph, times the applicable credit. Customer will be charged for the portion of each requested curtailment not met at the applicable charge.

	<u>Transmission</u>	<u>Primary</u>	<u>Secondary</u>
Demand Credit per kVA: 500 Hours Curtailment	\$3.10	\$3.20	\$3.30
Non-Compliance Charge per kVA: For measured firm demand in excess of contracted firm demand			
For first non-compliance in a billing month The maximum excess in the current or preceding eleven (11) months per kVA:	\$0.45	\$0.45	\$0.45
For multiple non-compliance in a billing month The maximum excess in the current or preceding eleven (11) months per kVA:	\$0.90	\$0.90	\$0.90

Failure of Customer to curtail when requested to do so may result in termination of service under this rider.

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 50.2

Standard Rate Rider

CSR
Curtable Service Rider

TERM OF CONTRACT

The minimum original contract period shall be one (1) year and thereafter until terminated by giving at least six (6) months previous written notice, but Company may require that contract be executed for a longer initial term when deemed necessary by the size of the load or other conditions.

TERMS AND CONDITIONS

Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 55

Standard Rate Rider

QF

Cogeneration and Small Power Producer

APPLICABLE:

In all territory served.

AVAILABILITY

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

Company will permit Seller's generating facilities to operate in parallel with Company's system under conditions set out below under Parallel Operation.

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

RATE A: TIME-DIFFERENTIATED RATE

1. For summer billing months of June, July, August and September (on-peak hours) \$0.03229 per kWh
2. For winter billing months of December, January and February (on-peak hours) \$0.02852 per kWh
3. During all other hours (off-peak hours) \$0.02666 per kWh

On-peak hours for summer billing months of June through September are defined as weekdays (inclusive of holidays) from 8:01 A.M. to 9:00 P.M., Eastern Standard Time (under 1 above).

On-peak hours for winter billing months of December through February are defined as weekdays (inclusive of holidays) from 6:01 A.M. to 9:00 P.M., Eastern Standard Time (under 2 above).

Off-peak hours are defined as all hours other than those listed as on-peak (under 3 above).

Company reserves the right to change the hours designated as on-peak from time to time as conditions indicate to be appropriate.

RATE B: NON-TIME-DIFFERENTIATED RATE

For all kWh purchased by Company \$0.02758 per kWh

Concurrent and consistent with its annual filing pursuant to Section 56-249.6 of the Code of Virginia, the system average portion of the energy rates will be adjusted to reflect cost estimates for each fuel type that will be applicable for the next year

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SELECTION OF RATE AND METERING

Subject to provisions in this Section relative to payment of costs of metering equipment, either Seller or Company may select Rate A, the Time-Differentiated Rate, for application to Company's said purchases of energy from Seller. If neither Seller nor Company selects Rate A, then Rate B, the Non-Time-Differentiated Rate, shall apply.

If neither Seller nor Company selects Rate A, and Rate B therefore is to apply to such purchases, Company, at Seller's cost, will install, own and operate a non-time-differentiated meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system. Such meter will be tested at intervals prescribed by Commission Regulation, with Seller having a right to witness all such tests; and Seller will pay to Company its fixed cost on such meter and equipment, expense of such periodic tests of the meter and any other expenses (all such costs and expenses, together, being hereafter called "costs of non-time-differentiated metering").

If either Seller or Company selects Rate A to apply to Company's said purchases of energy from Seller, the party (Seller or Company) so selecting Rate A shall pay (a) the cost of a time-differentiated recording meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system, required for the application of Rate A, in excess of (b) the costs of non-time-differentiated metering which shall continue to be paid by Seller.

In addition to metering referred to above, Company at its option and cost may install, own and operate, on Seller's generator, a recording meter to record the capacity, energy and reactive output of such generator at specified time intervals.

Company shall have access to all such meters at reasonable times during Seller's normal business hours, and shall regularly provide to Seller copies of all information provided by such meters.

PARALLEL OPERATION

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

1. Prior to installation in Seller's system of any generator and associated facilities which are intended to be interconnected and operated in parallel with Company's system, or prior to the inter-connection to Company's system of any such generator and associated facilities already installed in Seller's system, Seller will provide to Company plans for such generator and facilities. Company may, but shall have no obligation to, examine such plans and disapprove them in whole or in part, to the extent Company believes that such plans and proposed facilities will not adequately assure the safety of Company's facilities or system. Seller acknowledges and agrees that the sole purpose of any Company examination of such plans is the satisfaction of Company's interest in the safety of Company's own facilities and system, and that Company shall have no responsibility of any kind to Seller or to any other party in connection with any such examination. If Seller thereafter proposes any change from such plans submitted to Company, prior to the implementation thereof Seller will provide to Company new plans setting out such proposed change(s).

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PARALLEL OPERATION (continued)

2. Seller will own, install, operate and maintain all generating facilities on its plant site, such facilities to include, but not be limited to, (a) protective equipment between the systems of Seller and Company and (b) necessary control equipment to synchronize frequency and voltage between such two systems. Seller's voltage at the point of interconnection will be the same as Company's system voltage. Suitable circuit breakers or similar equipment, as specified by Company, will be furnished by Seller at a location designated by Company to enable the separation or disconnection of the two electrical systems. Except in emergencies, the circuit breakers, or similar equipment, will be operated only by, or at the express direction of, Company personnel and will be accessible to Company at all times. In addition, a circuit breaker or similar equipment shall be furnished and installed by Seller to separate or disconnect Seller's generator.
3. Seller will be responsible for operating the generator and all facilities owned by Seller, except as hereafter specified. Seller will maintain its system in synchronization with Company's system.
4. Seller will (a) pay Company for all damage to Company's equipment, facilities or system, and (b) save and hold Company harmless from all claims, demands and liabilities of every kind and nature for injury or damage to, or death of, persons or property of others, or both including costs and expenses of defending against the same, arising in any manner in connection with Seller's generator, equipment, facilities or system or the operation thereof.
5. Seller will construct any additional facilities, in addition to generating and associated (interface) facilities, required for interconnection unless Company and Seller agree to Company's constructing such facilities, at Seller's expense, where Seller is not a customer of Company. When Seller is a customer of Company and Company is required to construct facilities different than otherwise required to permit interconnection, Seller shall pay such additional cost of facilities. Seller agrees to reimburse Company, at the time of installation, or, if agreed to by both parties, over a period of up to three (3) years, for any facilities including any hereafter required (but exclusive of metering equipment, elsewhere herein provided for) constructed by Company to permit Seller to operate interconnected with Company's system. When interconnection costs are repaid over a period of time, such payments will be made monthly and include interest on the unpaid balance at the percentage rate equal to the capital costs that Company would experience at such time by new financing, based on Company's then existing capital structure, with return on equity to be at the rate allowed in Company's immediately preceding rate case.
6. Company has the continuing right to inspect and approve Seller's facilities, described herein, and to request and witness any tests necessary to determine that such facilities are installed and operating properly; but Company will have no obligation to inspect or approve facilities, or to request or witness tests; and Company will not in any manner be responsible for Seller's facilities or any operation thereof.

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 55.3

Standard Rate Rider

QF

Cogeneration and Small Power Producer

PARALLEL OPERATION (continued)

7. Seller assumes all responsibility for the electric service upon Seller's premises at and from the point of any delivery or flow of electricity from Company, and for the wires and equipment used in connection therewith; and Seller will protect and save Company harmless from all claims for injury or damage to persons or property, including but not limited to property of Seller, occurring on or about Seller's premises or at and from the point of delivery or flow of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage is proved to have been caused solely by the negligence of Company.
8. Each, Seller and Company, will designate one or more Operating Representatives for the purpose of contacts and communications between the parties concerning operations of the two systems.
9. Seller will notify Company's Energy Control Center prior to each occasion of Seller's generator being brought into or (except in cases of emergencies) taken out of operation.
10. Company reserves the right to curtail a purchase from Seller when:
 - (a) the purchase will result in costs to Company greater than would occur if the purchase were not made but instead Company, itself, generated an equivalent amount of energy; or
 - (b) Company has a system emergency and purchases would (or could) contribute to such emergency.Seller will be notified of each curtailment.
11. Company will install, own, and operate suitable metering equipment to determine kW capacity and kWh by time intervals supplied to Company by Customer at a mutually agreed to location and Customer agrees to pay Company their fixed cost on such meter as well as reimburse Company any expense of periodic tests and other expense such as, but not limited to, data translation as set forth above. Company and Customer will have a right to witness any meter tests. The meter will be tested at intervals as prescribed by Commission Regulations.

DUE DATE OF BILL

Any payment due from Company to Seller will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of the bill.

TERMS AND CONDITIONS

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

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APPLICABLE

In all territory served.

AVAILABILITY

Available as a rider to any Customer who is an "Agricultural Net Metering Customer" or "Net Metering Customer" as defined herein. Agricultural Net Metering Customers are subject to the same provisions as non-Agricultural Net Metering Customers unless otherwise specified.

This rider also establishes requirements for small agricultural generators. A prospective small agricultural generator or a prospective Agricultural Net Metering Customer may elect to interconnect either as a small agricultural generator or Agricultural Net Metering Customer, but not both. Existing Agricultural Net Metering Customers may elect to become small agricultural generators but may not revert to being Agricultural Net Metering Customers after such election.

Total renewable generation capacity (i.e., the total generating capacity of Net Metering Customers, Agricultural Net Metering Customers, and small agricultural generators) will be limited to 6% of Company's Virginia peak-load forecast for the previous year; 5% is available to all customers and 1% is available only to low-income utility customers. Upon request, Company will provide the Customer with the amount of renewable generation capacity available for interconnection. In any case where the Customer has submitted a written Renewable Generator Interconnection Notification Form that would cause the total renewable generation capacity to exceed the 6% total cap or the 5% cap available to all customers, Company will provide written notification to the Customer and the Division of Public Utility Regulation of the Virginia State Corporation Commission.

DEFINITIONS

"Agricultural business" means any sole proprietorship, corporation, partnership, electing small business (Subchapter S) corporation, or limited liability company engaged primarily in the production and sale of plants and animals, products collected from plants and animals, or plant and animal services that are useful to the public.

"Agricultural Net Metering Customer" means a Customer that operates an electrical generating facility consisting of one or more agricultural renewable fuel generators having an aggregate generation capacity of not more than 500 kilowatts as part of an agricultural business under a net metering service arrangement. An Agricultural Net Metering Customer may be served by multiple meters of one utility that are located at separate but contiguous sites and that may be aggregated into one account according to the Meter Aggregation provisions of this Rider. This account will be served under the appropriate tariff.

"Agricultural renewable fuel generator" or "agricultural renewable fuel generating facility" means one or more electrical generators that:

1. use as their sole energy source solar power, wind power, or aerobic or anaerobic digester gas;
2. the Agricultural Net Metering Customer owns and operates, or has contracted with other persons to own or operate, or both;
3. are located on land owned or controlled by the agricultural business;
4. are connected to the Agricultural Net Metering Customer's wiring on the Agricultural Net Metering Customer's side of the Agricultural Net Metering Customer's interconnection with the distributor;

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 57.1

Standard Rate Rider

NMS
Net Metering Service

DEFINITIONS (continued)

5. are interconnected and operated in parallel with an electric company's distribution facilities; and
6. are used primarily to provide energy to metered accounts of the agricultural business.

"Billing period" means, as to a particular Agricultural Net Metering Customer or a Net Metering Customer, the time period between the two (2) meter readings upon which the electric distribution company and the energy service provider calculate the Agricultural Net Metering Customer's or Net Metering Customer's bills.

"Billing period credit" means, for a non-Time-of-Use Agricultural Net Metering Customer or a non-Time-of-Use Net Metering Customer, the quantity of electricity generated and fed back into the electric grid by the Agricultural Net Metering Customer's agricultural renewable fuel generator or generators or by the Net Metering Customer's renewable fuel generator or generators in excess of the electricity supplied to the Customer over the billing period. For Time-of-Use Agricultural Net Metering Customers or Time-of-Use Net Metering Customers, billing period credits are determined separately for each time-of-use tier.

"Commission" means the Virginia State Corporation Commission.

"Contiguous sites" means a group of land parcels in which each parcel shares at least one boundary point with at least one other parcel in the group. Property whose surface is divided only by public right-of-way is considered contiguous.

"Customer" means a Net Metering Customer or an Agricultural Net Metering Customer.

"Demand charge-based time-of-use tariff" means a retail tariff for electric supply service that has two or more time-of-use tiers for energy-based charges and an electricity supply demand (kilowatt) charge.

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

"Excess generation" means the amount of electrical energy generated in excess of the electrical energy consumed by the Agricultural Net Metering Customer or Net Metering Customer over the course of the net metering period. For Time-of-Use Agricultural Net Metering Customers or Net Metering Customers, excess generation is determined separately for each time-of-use tier.

"Generator" or "generating facility" means an electrical generating facility consisting of one or more renewable fuel generators or one or more agricultural renewable fuel generators that meet the criteria under the definition of "Net Metering Customer" and "Agricultural Net Metering Customer," respectively.

"Low-Income Utility Customer" means any person or household whose income is no more than 80 percent of the median income of the locality in which the customer resides. The median income of the locality is determined by the U.S. Department of Housing and Urban Development.

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DEFINITIONS (continued)

"Net Metering Customer" means a Customer owning and operating, or contracting with other persons to own or operate, or both, an electrical generating facility consisting of one or more renewable fuel generators having an aggregate generation capacity of not more than twenty-five (25) kilowatts for residential Customers and not more than three (3) megawatts for nonresidential Customers. The generating facility will be operated under a net metering service arrangement.

"Net metering period" means each successive 12-month period beginning with the first meter reading date following the final interconnection of an Agricultural Net Metering Customer or a Net Metering Customer's generating facility consisting of one or more agricultural renewable fuel generators or one or more renewable fuel generators, respectively, with the electric distribution company's distribution facilities.

"Net metering service" means providing retail electric service to an Agricultural Net Metering Customer operating an agricultural renewable fuel generating facility or a Net Metering Customer operating a renewable fuel generating facility and measuring the difference, over the net metering period, between the electricity supplied to the Customer from the electric grid and the electricity generated and fed back to the electric grid by the Customer.

"Person" means any individual, sole proprietorship, corporation, limited liability company, partnership, association, company, business, trust, joint venture, or other private legal entity, the Commonwealth, or any city, county, town, authority, or other political subdivision of the Commonwealth.

"Renewable Energy Certificate" or "REC" represents the renewable energy attributes associated with the production of one megawatt-hour (MWh) of electrical energy by a generator.

"Renewable fuel generator" or "renewable fuel generating facility" means one or more electrical generators that:

1. use renewable energy, as defined by § 56-576 of the Code of Virginia, as their total fuel source;
2. the Net Metering Customer owns and operates, or has contracted with other persons to own or operate, or both;
3. are located on land owned or leased by the Net Metering Customer and connected to the Net Metering Customer's wiring on the Net Metering Customer's side of its interconnection with the distributor;
4. are interconnected pursuant to a net metering arrangement and operated in parallel with the electric distribution company's distribution facilities; and
5. are intended primarily to offset all or part of the Net Metering Customer's own electricity requirements.

"Small agricultural generating facility" means an electrical generating facility that:

1. Has a capacity of not more than 1.5 megawatts and does not exceed 150% of the Customer's expected annual energy consumption based on the previous twelve (12) months of billing history or an annualized calculation of billing history if twelve (12) months of billing history is not available;
2. Uses as its total source of fuel renewable energy;

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Old Dominion Power Company

S.C.C. No. 19, First Revision of Original Sheet No. 57.3

Canceling S.C.C. No. 19, Original Sheet No. 57.3

Standard Rate Rider

NMS

Net Metering Service

DEFINITIONS (continued)

3. Is located on the Customer's premises and is interconnected with Company's distribution system through a separate meter;
4. Is interconnected and operated in parallel with Company's distribution system but not transmission facilities;
5. Is designed so that the electricity generated is expected to remain on Company's distribution system; and
6. Is a qualifying small power production facility pursuant to the Public Utility Regulatory Policies Act of 1978 (P.L. 95-6171).

"Small agricultural generator" means a Customer that:

1. Is not an Agricultural Net Metering Customer;
2. Operates a small agricultural generating facility as part of (i) an agricultural business or (ii) any business granted a manufacturer license pursuant to subdivisions 1 through 6 of § 4.1-206.1;
3. May be served by multiple meters that are located at separate but contiguous sites;
4. May aggregate the electricity consumption measured by the meters, solely for purposes of calculating 150% of the Customer's expected annual energy consumption but not for billing or retail service purposes, provided that Company serves all of its meters;
5. Uses not more than 25% of the contiguous land owned or controlled by the agricultural business for purposes of the renewable energy generating facility; and
6. Provides Company with a certification, attested under oath, as to the amount of land being used for renewable generation.

"Time-of-Use Customer" means an Agricultural Net Metering Customer or Net Metering Customer receiving retail electricity supply service under a demand charge-based time-of-use tariff.

"Time-of-use period" means an interval of time over which the energy (kilowatt-hour) rate charged to a Time-of-Use Customer does not change.

"Time-of-use tier" or "tier" means all time-of-use periods given the same name (e.g., on-peak, off-peak, critical peak, etc.) for the purpose of time-differentiating energy (kilowatt-hour)-based charges. The rates associated with a particular tier may vary by day and by season.

NOTIFICATION

A prospective Agricultural Net Metering Customer, a prospective Net Metering Customer, or a prospective small agricultural generator (hereinafter referred to as "Prospective Customer") will submit to Company a completed Renewable Generator Interconnection Notification Form ("Notification Form") (see Sheet Nos. 57.8 and 57.9 below) according to the time limits below. If the Prospective Customer has contracted with another person to own or operate, or both, the generator or generators, then the completed Notification Form will include detailed, current, and accurate contract information for the owner or operator, or both, including without limitation, the name and title of one or more individuals responsible for the interconnection and operation of the generator or generators, a telephone number, a physical street address other than a post office box, a fax number, and an email address for each such person.

1. A Residential Customer shall notify Company and receive approval to interconnect prior to installation (or adding capacity to) an electrical generating facility. Company will have thirty (30) days from the date of notification to determine whether the requirements contained in

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NOTIFICATION (continued)

20VAC5-315-40 have been met. The date of notification will be considered to be the third day following the mailing of the Notification Form by the Prospective Customer.

2. A non-Residential Customer shall notify Company and receive approval to interconnect prior to installation (or adding capacity to) an electrical generating facility. Company shall have 60 days from the date of notification to determine whether the requirements contained in 20VAC5-315-40 have been met. The date of notification will be considered to be the third day following the mailing of the Notification Form by the Prospective Customer.

Thirty-one days after the date of notification for a Residential Customer, and sixty-one (61) days after the date of notification for a non-Residential Customer, the Prospective Customer may interconnect and begin operation of the generating facility unless Company requests a waiver of this requirement under the provisions of 20VAC5-315-80 prior to the 31st or 61st day, respectively. If Company requests a waiver, it will simultaneously mail a copy of the request for waiver to the Prospective Customer and to the Commission's Division of Public Utility Regulation.

CONDITIONS OF INTERCONNECTION

A Prospective Customer may begin operation of the generating facility on an interconnected basis when:

1. The Prospective Customer has properly notified Company (in accordance with the Notification section above) of the Customer's intent to interconnect.
2. The Prospective Customer has installed a lockable, electric distribution company accessible, load breaking manual disconnect switch at each of the facility's generators.
3. The licensed electrician who installs the Prospective Customer's generator or generators certifies by signing the commission-approved notification form, that any required manual disconnect switch or switches are being installed properly and that the generator or generators have been installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code. If the Prospective Customer or licensed Virginia Class A or B general contractor installs the Prospective Customer's generator or generators, the signed final electrical inspection can be used in lieu of the licensed electrician's certification.
4. The vendor certifies by signing the commission-approved notification form that the generator or generators being installed are in compliance with the requirements established by Underwriters Laboratories or other national testing laboratories in accordance with IEEE Standard 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems, July 2003.
5. In the case of static inverter-connected generators with an alternating current capacity in excess of 10 kilowatts, the Prospective Customer has had the inverter settings inspected by Company. Company may impose a fee on the Prospective Customer of no more than \$50 for each generator that requires this inspection.
6. In the case of non-static inverter-connected generators, the Prospective Customer has interconnected according to Company's interconnection guidelines and Company has inspected all protective equipment settings. Company may impose a fee on the Prospective Customer of no more than \$50 for each generator that requires this inspection.

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CONDITIONS OF INTERCONNECTION (continued)

7. The following requirements shall be met before interconnection may occur:
 - a. Electric distribution facilities and Customer impact limitations. A Prospective Customer's generator will not be permitted to interconnect to distribution facilities if the interconnection would reasonably lead to damage to any of Company's facilities or would reasonably lead to voltage regulation or power quality problems at other Customer revenue meters due to the incremental effect of the generator on the performance of the electric distribution system, unless the Customer reimburses Company for its cost to accommodate the interconnection, including the reasonable cost of equipment required for the interconnection.
 - b. Secondary, service, and service entrance limitations. The capacity of the generators at any one service location will be less than the capacity of Company-owned secondary, service, and service entrance cable connected to the point of interconnection, unless the Prospective Customer reimburses Company for the reasonable cost of equipment required for the interconnection.
 - c. Transformer loading limitations. A Prospective Customer's generator will not have the ability to overload Company's transformer, or any transformer winding, beyond manufacturer or nameplate ratings, unless the Prospective Customer reimburses Company for the reasonable cost of equipment required for the interconnection.
 - d. Integration with Company facilities grounding. The grounding scheme of each generator will comply with IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems, July 2003, and will be consistent with the grounding scheme used by Company. If requested by a Prospective Customer, Company will assist the Prospective Customer in selecting a grounding scheme that coordinates with its distribution system.
 - e. Balance limitation. The generator or generators will not create a voltage imbalance of more than 3.0% at any other Customer's revenue meter if Company's transformer, with the secondary connected to the point of interconnection, is a three-phase transformer, unless the Prospective Customer reimburses Company for the reasonable cost of equipment required for the interconnection.

INTERCONNECTION GUIDELINES

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

1. Customer will own, install, and maintain, or contract with other persons to own, install, and maintain, all generating facilities on their premises. Such facilities will include, but not be limited to, necessary control equipment to synchronize frequency, voltage, etc., between Customer's and Company's system as well as adequate protective equipment between the two systems. Customer's voltage at the point of interconnection will be the same as Company's system voltage.
2. Customer will be responsible for operating generators and all facilities owned by Customer or contracting with other persons for operating generators and all facilities owned by Customer, except as specified hereinafter. Customer will maintain its system in synchronization with Company's system.

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INTERCONNECTION GUIDELINES (continued)

3. Customer will be responsible for any damage done to Company's equipment due to failure of Customer's control, safety, or other equipment.
4. A suitable lockable, Company-accessible, load-breaking manual disconnect switch or similar equipment, as specified by Company, will be furnished by Customer at a location designated by Company to enable the separation or disconnection of the two electrical systems. The load-breaking manual disconnect switch will be accessible to Company at all times.
5. Customer agrees to inform Company of any changes it wishes to make in its generating or associated facilities that are different from those initially installed and described to Company in writing and obtain prior approval from Company.
6. Company will have the right to inspect and approve Customer's facilities, described herein, and conduct any tests necessary to determine that such facilities are installed and operating properly. But Company will have no obligation to inspect, witness tests, or in any manner be responsible for Customer's facilities or operation.
7. Customer assumes all responsibility for the electric service on Customer's premises at and from the point of delivery of electricity from Company and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of Company.
8. If Customer has contracted with other persons to own, operate, or both, the renewable fuel generator, Customer must supply accurate information for the owner, operator, or both, including, without limitation, the name and title of one or more individuals responsible for the interconnection and operation of the generator, a telephone number, a physical street address other than a post office box, a fax number, and an e-mail address for each person or persons. Customer will immediately notify Company of any changes in the ownership of, operational control for, or contact information for the generator.
9. Company may install additional controls or meters or conduct additional tests as it may deem necessary.

METERING

Net Metering Service will be measured in accordance with standard metering practices by metering equipment capable of measuring (but not necessarily displaying) power flow in both directions at the point of interconnection. Net metering service will be measured using a single meter or, as provided in 20 VAC 5-315-70, additional meters. Company will not charge the Net Metering Customer for metering except as is provided in VAC 5-315-50 and 5-315-70. A Time-of-Use Net Metering Customer will bear the incremental costs associated with net metering. Any incremental metering associated with measuring the output of the Customer-owned generator or generators for the purposes of receiving renewable energy certificates (REC) will be installed at Customer's expense.

METER AGGREGATION

Only Agricultural Net Metering Customers are eligible for meter aggregation. An Agricultural Net Metering Customer may, but need not, apply to Company to aggregate into one account the demand and usage of multiple meters located at separate but contiguous sites the Customer uses for its agricultural business. The applicant must provide to Company deeds, plats, leases, or other

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METER AGGREGATION (continued)

evidence satisfactory to Company to show that the meters the Customer desires to aggregate are (1) on the same or contiguous sites and (2) that the Customer uses the affected sites for its agricultural business.

After the applicant has demonstrated to Company's reasonable satisfaction that it qualifies for meter aggregation, Company will determine the appropriate rate classification for the aggregated meters. To do so, Company will determine the coincident peak demand recorded on the meters to be aggregated and assign the aggregated meters to the rate appropriate for the aggregated coincident peak demand. If any of the existing meters to be aggregated is not capable of recording demand data, Company will work in good faith with the Customer to estimate a peak demand for the facilities on the Customer's side of each such meter.

To the extent the Customer's requested meter aggregation requires Company to replace or enhance an existing meter with a meter with increased capabilities, e.g., replacing a non-demand-recording meter with a meter capable of recording demand data, Company will charge Customer for the entire cost of the meter replacement or enhancement, for which payment in full will be due to Company on the due date of the bill on which the charge first appears. This condition applies only to meter replacements or enhancements required to achieve a Customer's requested meter aggregation; it does not apply to the cost of any meter replacements or enhancements necessary solely to implement net metering.

Upon aggregating meters according to the applying Customer's request as described above, Company will bill the Customer for coincident demands and total energy consumption across the aggregated meters as though the aggregated meters were a single meter under the appropriate standard rate schedule and this Rider NMS. The highest-voltage service supplied to any of the aggregated meters will be the voltage used to determine the appropriate standard rate schedule for all the aggregated meters and the applicable charges under that rate schedule. For example, a Customer aggregating two secondary-level services and one primary-level service will be billed for primary-level basic service, demand, and energy charges for all three aggregated meters under the appropriate rate schedule.

After Company aggregates meter according to the Customer's request, a Customer may not remove a meter from a requested aggregation unless the Customer ceases to take service at that location or ceases to qualify as an agricultural net metering customer. A Customer may add qualifying meters to an existing aggregation upon application to Company showing sufficient evidence to qualify for aggregation as described above.

An Agricultural Net Metering Customer who aggregates meters must notify Company within ninety (90) days of any outage of the Customer's generating facility and provide reasonable evidence of the Customer's efforts to restore the generating facility to service in a timely manner. Company will use good faith to determine if the Customer's plans to restore the facility to service are reasonably likely to restore the facility to service in a timely manner. If Company determines in its sole discretion that the Customer is not making reasonable efforts to restore the facility to service in a timely manner, Company will discontinue the Customer's meter aggregation and net metering service effective immediately and will bill the Customer at the standard rate schedules individually applicable to the meters.

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TARIFFS

Subject to the terms of the Meter Aggregation section above, each contract or tariff governing the relationship between a Net Metering Customer and Company will be identical, with respect to rate structure, all retail rate components, and monthly charges, to the contract or rate structure under which that Customer would have been served if the Customer were not a Net Metering Customer with the exception that time-of-use metering under a net metering service contract with no demand charges is not permitted. Said contract will be applicable to electric energy both supplied to and consumed from the grid by Customer at the point of interconnection.

Upon written request of the Net Metering Customer, Company will enter into a purchase power agreement for one or more net metering periods to purchase the excess generation, at a price equal to the system-wide PJM day-ahead annual, simple average LMP, as published by the PJM Market Monitoring Unit, for the most recent calendar year ending on or before the end of each net metering period (simple average of hourly LMPs, by tiers, for time-of-use customers) unless mutual agreement is reached on a higher price or the Commission establishes a different price or pricing methodology after notice and opportunity for hearing.

The written request for a purchase power agreement will be submitted to Company by the Net Metering Customer prior to the beginning of the first net metering period covered by the purchase power agreement.

BILLING

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

A Net Metering Customer owns any RECs associated with the total output of its generating facility. Company is obligated to purchase a Net Metering Customer's RECs only if Customer has exercised its one-time option at the time of signing a purchase power agreement with Company if the agreement requires the purchase of all RECs generated over the duration of the agreement. Payment for RECs generated and purchased during a billing period will be made at the same time as payment for any excess generation. Company may credit Customer's account or Customer may elect as direct payment. Any fractional RECs will be carried forward to subsequent net metering periods. The rate of payment for a RECs purchased by Company will be the daily unweighted average of the "CR" component of Virginia Electric and Power Company's Virginia

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 57.9

Standard Rate Rider

NMS
Net Metering Service

BILLING (continued)

jurisdiction Rider G in effect over the period for which rate of payment for the excess generation is determined.

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

LIABILITY INSURANCE

A Customer operating a generating facility with an alternating current capacity not exceeding ten (10) kilowatts shall maintain homeowners, commercial, or other insurance providing coverage in the amount of at least \$100,000 for the liability of the insured against loss arising out of the operation of the facility, and for a generating facility with an alternating current capacity exceeding ten (10) kilowatts such coverage shall be in the amount of at least \$300,000.

SPECIAL TERMS AND CONDITIONS FOR SMALL AGRICULTURAL GENERATORS

For small agricultural generators, these Special Terms and Conditions for Small Agricultural Generators supersede all conflicting provisions of this rider.

Small agricultural generators electing to interconnect pursuant to this rider shall enter into a power purchase agreement with Company to sell all of the electricity generated from Customer's small agricultural generating facility. Company shall be obligated by the power purchase agreement to purchase the electricity generated at prices agreed upon by the parties, which prices shall (a) not be less than the prices for energy and capacity set forth in the Rate for Payment to Seller section of Company's Standard Rate Rider QF, Cogeneration and Small Power Producer, and (b) be subject to the same terms contained in the Rate for Payment to Seller section of Company's Standard Rate Rider QF unless Company and Customer agree otherwise.

Small agricultural generators with renewable energy certificates or other environmental attributes generated by the small agricultural generating facility shall have the rights described in 20 VAC 5-315-50.

Small agricultural generators and Company shall abide by the small generator interconnection process described in 20 VAC 5-314. Each prospective small agricultural generator shall be responsible for all costs associated with any interconnection or engineering studies that may be required prior to interconnection.

Company shall recover the cost for its distribution facilities to the generating meter either through a proportional cost-sharing agreement with the small agricultural generator or through metering the total capacity and energy placed on the distribution system by the small agricultural generator.

Company may conduct settlement transactions for purchased power in dollars on the small agricultural generator's electric bill or through other means of settlement, in Company's sole discretion.

RULES AND REGULATIONS

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

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 57.10

Standard Rate Rider

NMS
Net Metering Service

Renewable Generator Interconnection Notification Form

PAGE 1 OF 2

PURSUANT TO RULE 20 VAC 5-315-30 OF THE COMMISSION'S REGULATIONS GOVERNING NET ENERGY METERING, APPLICANT HEREBY GIVES NOTICE OF INTENT TO OPERATE A GENERATING FACILITY.

Customers shall initially complete Sections 1-4 and submit to the utility for review and approval prior to installation. Once approved by the utility the customer may complete installation and re-submit the form with Section 5 completed.

Section 1. Applicant Information Check: Ag Net Metering; Power Purchase Agreement

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number(s): _____

Fax Number: _____ Email: _____

Distribution Utility: _____ Account Number: _____

Energy Service Provider (ESP) (if different than electric distribution company): _____

ESP Account Number (if applicable): _____

Proposed Interconnection Date _____

Section 2. Generator Information (Add sheets for multiple generating units.)

Owner and/or Operator Name (if different from Applicant): _____

Business Relationship to Applicant: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number(s): _____

Fax Number: _____ Email: _____

Street Address of Generating Unit: _____

City: _____ State: _____ Zip Code: _____

Fuel Type: _____

Generator Manufacturer and Model: _____

Rated Capacity in kilowatts: AC _____ DC _____

Inverter Manufacturer and Model: _____

Battery Backup (circle one): Yes No

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 57.11

Standard Rate Rider

NMS
Net Metering Service

Renewable Generator Interconnection Notification Form

PAGE 2 OF 2

Section 3. Information for Facilities

Generator Type (circle one): Inverter Induction Synchronous

Frequency: _____ Hz; Number of phases (circle one): One Three

Rated Capacity: DC _____ kW; AC apparent _____ kVA; AC real _____ kW;

Power factor _____ %; AC voltage _____; AC amperage _____

Facility schematic and equipment layout must be attached to this form.

Section 4. Vendor Certification

The system hardware is listed by Underwriters Laboratories to be in compliance with UL 1741.

Signed (Vendor): _____ Date: _____

Name (printed): _____ Phone Number: _____

Company: _____ Email: _____

Section 5. Electrician Certification (If not electrician-installed, attach final electrical inspection.)

The system has been installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code.

Signed (Licensed Electrician): _____ Date: _____

Name (printed): _____

License Number: _____ Phone Number: _____

Mail Address: _____

City: _____ State: _____ Zip Code: _____

Utility signature signifies only receipt of this form, in compliance with the Commission's net energy metering regulations, Regulation 20 VAC 5-315-30.

Signed (Utility Representative): _____ Date: _____

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

Signature of Applicant: _____ Date: _____

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Standard Rate Rider

**MFSS
Multi-Family Shared Solar Service**

APPLICABLE

In all territory served.

AVAILABILITY

Available as a rider to any Customer who is (1) a subscriber of a shared solar facility as defined herein and (2) not taking service under Rider NMS (Net Metering Service). Customers taking service under Rider MFSS will continue to be served under the appropriate standard rate schedules.

DEFINITIONS

“Applicable bill credit rate” means the dollar-per-kilowatt hour rate used to calculate a subscriber’s bill credit. The Virginia State Corporation Commission calculates and publishes applicable bill credit rates.

“Bill credit” means the monetary value of the electricity, in kilowatt-hours, generated by the shared solar facility allocated to the subscriber to offset the subscriber’s electricity bill.

“Commission” means the Virginia State Corporation Commission.

“Multi-family customer” mean a Company customer residing in an apartment, condominium, or duplex complex with individually metered residences and at least three subscribers to the shared solar facility.

“Shared solar facility means a facility that:

1. Generates electricity by means of a solar photovoltaic device with a nameplate capacity rating that does not exceed 3,000 kW alternating current at any single location or that does not exceed 5,000 kW alternating current at contiguous locations owned by the same entity or affiliated entities;
2. Is operated pursuant to a program whereby at least three subscribers receive a bill credit for the electricity generated from the facility in proportion to the size of their subscription;
3. Is located in the service territory of Company;
4. Is connected to the electric distribution grid serving Company; and
5. Is located on a parcel of land on the premises of the multi-family utility customer or adjacent thereto.

“Subscriber” means a multi-family customer of Company that owns one or more subscriptions of a shared solar facility that is interconnected with the utility.

“Subscriber organization” means any for-profit or nonprofit entity that owns or operates one or more shared solar facilities.

“Subscription” means a contract or other agreement between a subscriber and the owner of a shared solar facility. A subscription shall be sized such that the estimated bill credits do not exceed the subscriber’s average annual bill for the customer account to which the subscription is attributed.

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Old Dominion Power Company

S.C.C. No. 19, Fourth Revision of Original Sheet No. 58.1
Canceling S.C.C. No. 19, Third Revision of Original Sheet No. 58.1

Standard Rate Rider

MFSS

Multi-Family Shared Solar Service

BILL CREDITS

Bill credits established by the Virginia State Corporation Commission:

For Rates [Residential Service]: \$0.14226 per kWh

Company will provide a bill credit to a subscriber's monthly electric bill for the proportional output of a shared solar facility attributable to that subscriber each calendar month according to the information provided to Company by the subscriber's subscriber organization.

Company will apply bill credits through its Levelized Fuel Factor (Adjustment Clause LFF). Company will calculate the value of the bill credit for the subscriber by multiplying the subscriber's portion of the kilowatt-hour electricity production from the shared solar facility by the applicable bill credit rate for the subscriber.

If a bill credit applied to subscriber's bill, including any bill credit(s) carried forward from previous billing periods, exceeds the amount of the subscriber's bill, Company will carry forward the excess credit and apply it to the subscriber's next bill. The Company will repeat this process any time and as long as the subscriber's bill credit exceeds the subscriber's bill.

CONSOLIDATED BILLING AND NET CREDITING

Subscriber's subscriber organization may elect to have Company act as a billing agent to collect amounts due from subscriber to the subscriber organization under the subscriber's subscription agreement. This arrangement is called "consolidated billing." If the subscriber organization elects to have Company implement consolidated billing, charges due to the subscriber organization will appear on subscriber's bill from Company, and Company will charge a consolidated billing service fee equal to 1% of subscriber's bill credit for the billing period to which the bill credit first applies.

Any subscriber organization charge will appear as a separate line item on subscriber's bill. Subscriber's payment will be applied in the following order of priority: amounts owed for Company's current billing period; unpaid balance for electric service provided in prior billing periods; fees or taxes collected for other entities; and then subscriber organization charges.

Company will apply bill credits only to Company's own charges, not to subscriber organization charges.

Subscriber organization charges on each bill will not exceed bill credits on the same bill.

Company will neither discontinue subscriber's service nor assess a late payment charge due to subscriber's failure to pay a billed subscriber organization charge.

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 58.2

Standard Rate Rider

MFSS

Multi-Family Shared Solar Service

TERMS AND CONDITIONS

If Company receives multiple enrollment requests from one or more subscriber organizations for subscriber, Company will process only the request with the earliest dated contract and will notify subscriber within five business days of receipt of the enrollment request of such enrollment.

Company will terminate enrollment only with sufficient proof of termination presented by either subscriber or the subscriber organization.

Except as provided herein, service will be provided under Company's Terms and Conditions applicable hereto.

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Standard Rate Rider

**EF
Excess Facilities**

APPLICABILITY

In all territory served.

AVAILABILITY

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

DEFINITION OF EXCESS FACILITIES

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

EXCESS FACILITIES CHARGE

Company shall provide normal operation and maintenance of excess facilities. Should the facilities suffer failure, Company will provide for replacement of such facilities and the monthly charge will be adjusted to reflect the installed cost of the replacement facilities. No adjustment in the monthly charge for a replacement of facilities will be made during the initial five (5) year term of contract.

Customer shall pay for excess facilities by:

- a. making a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage With No Contribution-in-Aid-of-Construction	1.20%
--	-------

- b. making a one-time Contribution-in-Aid-of-Construction equal to the installed cost of the excess facilities plus a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage With Contribution-in-Aid-of-Construction	0.47%
---	-------

PAYMENT

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

TERM OF CONTRACT

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

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 62

Standard Rate Rider

SBR
Supplemental or Standby Service Rider

APPLICABLE

In all territory served.

AVAILABILITY

Available as a rider to Customers whose premises or equipment are regularly supplied with electric energy from generating facilities other than those of Company and who desire to contract with Company for reserve, breakdown, supplemental or standby service.

Where a Customer-Generator supplies all or part of the Customer-Generator's own load and desires Company to provide supplemental or standby service for that load, the Customer-Generator must contract for such service under Company's Supplemental or Standby Service Rider, otherwise Company has no obligation to supply the non-firm service.

This Rider does not apply to Customers served under Rider NMS.

RATE

	Secondary	Primary	Transmission
Contract Demand per kVA per Month	\$13.74	\$13.32	\$12.89

CONTRACT DEMAND

Contract Demand is defined as the number of kW/kVA (as is appropriate for the demand basis of the standard rate on which Customer is billed) mutually agreed upon as representing Customer's maximum service requirements and contracted for by Customer; provided, however, if such number of kW/kVA (as is appropriate for the demand basis of the standard rate on which Customer is billed) is exceeded by a recorded demand, such recorded demand shall become the new contract demand commencing with the month in which recorded and continuing for the remaining term of the contract or until superseded by a higher recorded demand.

MINIMUM CHARGE

Company will bill Customer monthly for all of the charges under Customer's applicable rate schedule, including, but not limited to, the applicable basic service charge, energy charges, and adjustment clauses. In addition to those charges, Company will bill Customer monthly a demand charge that is the greater of: (1) the Customer's total demand charge calculated under the applicable rate schedule; or (2) the demand charge calculated using the applicable demand rate shown above applied to the Contract Demand. If Customer's applicable rate schedule does not contain a demand charge, the Customer's monthly demand charge will be the demand charge calculated using the applicable demand rate shown above applied to the Contract Demand.

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of the bill.

SPECIAL TERMS AND CONDITIONS

1. In order to protect its equipment from overload damage, Company may require Customer to install at Customer's own expense an approved shunt trip type breaker and an approved automatic pole-mounted disconnect. Such circuit breakers shall be under the sole control of Company and will be set by Company to break the connection with its service in the event Customer's demand materially exceeds that for which Customer contracted.

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Old Dominion Power Company

S.C.C. No. 19, Original Sheet No. 62.1

Standard Rate Rider

SBR

Supplemental or Standby Service Rider

SPECIAL TERMS AND CONDITIONS (continued)

2. In the event Customer's use of service is intermittent or subject to violent fluctuations, Company will require Customer to install and maintain at Customer's own expense suitable equipment to satisfactorily limit such intermittence or fluctuations.
3. Customer's generating equipment shall not be operated in parallel with Company's service until the manner of such operation has been approved by Company and is in compliance with Company's operating standards for system reliability and safety.

TERM OF CONTRACT

The minimum contract period shall be one (1) year, but Company may require that a contract be executed for a longer initial term when deemed necessary by the size of load or special conditions.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions except as provided herein.

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Standard Rate Rider

**IL
Intermittent Loads**

APPLICABLE

In all territory served.

AVAILABILITY

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

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

RATE

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

MINIMUM CHARGE

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

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Old Dominion Power Company

S.C.C. No. 19 Original Sheet No. 66

Standard Rate Rider

TS

Temporary-to-Permanent and Seasonal Service

APPLICABLE

In all territory served.

AVAILABILITY

This rider is available at the option of Company where:

1. Customer's business requires service provided for construction of permanent delivery points for residences and commercial buildings; or
2. Customer's business does not require permanent installation of Company's facilities and is of such nature to require only seasonal service or temporary service; or
3. Customer's service is over 50 kW, provided for construction purposes, and where in the judgment of Company the local and system electrical facility capacities are adequate to serve the load without impairment of service to other Customers; or
4. Customer has need for temporary intermittent use of Company facilities and Company has facilities it is willing to provide Customer for installation and operational testing of Customer's equipment.

This service is available for not less than one (1) month (approximately thirty (30) days), but when service is used longer than one (1) month, any fraction of a month's use will be prorated for billing purposes. Where this service is provided under 3. or 4. above, Company will determine the term of service, which shall not exceed three (3) years.

CONDITIONS

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

1. For Temporary-to-Permanent service which requires service for construction of permanent delivery points for residences and commercial buildings, the Company will provide a temporary electric service upon request by the customer for a non-refundable charge. This charge, which will be subject to an annual review and revision, shall depend on the facilities which must be installed (and removed) by the Company in order to connect service.

The standard charge shall be 15% of the estimated installation and removal cost where the facilities to provide service are already in place. It also applies where all of the installed facilities will be utilized, without modification, as part of a future permanent service.

2. For Seasonal Service where facilities are installed for temporary service that will not be utilized as part of a future permanent service, the customer shall pay Company for all costs of making temporary connections, including cost of installing necessary transformers, meters, poles, wire and any other material, and any cost of material which cannot be salvaged, and the cost of removing such facilities when load has ceased.

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Old Dominion Power Company

S.C.C. No. 19 Original Sheet No. 66.1

Standard Rate Rider

TS

Temporary-to-Permanent and Seasonal Service

CONDITIONS (continued)

Temporary services for underground or overhead installations are to be constructed as specified by Company standards. Customer will furnish and install material and equipment, including mast for service entrance, conductors, meter base, main disconnect, breaker assembly and grounding. Once the temporary service is no longer needed, the Customer must contact the Company for removal.

For such cases where a temporary service is written upon a refundable contract, the customer will be refunded back the deposit paid for the temporary service after three years of continuous service.

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Old Dominion Power Company

S.C.C. No. 19 Original Sheet No. 69

Standard Rate Rider

GT
Green Tariff

APPLICABLE

In all territory served.

AVAILABILITY

Option #1: Renewable Energy Certificates (RECs)

Available as a rider to customers receiving service under Company's standard RS, GS, PS, TODS, TODP, or RTS rate schedules as an option to participate in Company's "Green Energy Program" whereby Company will aggregate the resources provided by the participating customers to develop green power, purchase green power, or purchase Renewable Energy Certificates.

Participation in this option may be limited by the ability of Company to procure RECs from Renewable Resources at a price equal to \$13 or less per REC. If the total of all kWh under contract under this tariff equals or exceeds Company's ability to economically procure RECs (more than \$13 per REC), Company may suspend the availability of this tariff to new participants.

Option #2: Business Solar

Available as a rider to customers receiving service under Company's standard GS, PS, TODS, TODP, or RTS rate schedules. Service under Option #2 requires Company and Customer to enter into a special contract, which must be filed with and approved by the Virginia State Corporation Commission.

Participation in this option will be limited to Customers who wish to have Company develop, procure, construct, maintain, manage, and own a solar array. The electrical energy produced by the array will be assigned to the Customer.

Option #3: Renewable Power Agreement

Available as a rider to customers to be served under Company's Standard Rate Schedules TODP, and RTS. Service under the Renewable Power requires Company and Customer to enter into a special contract, which must be filed with and approved by the Virginia State Corporation Commission.

Customers who wish to purchase the electrical output and all associated environmental attributes from a renewable energy generator may contract bilaterally with Company. In addition, this option is limited to:

1. A customer contracting for a minimum monthly billing load of 10 MVA (or MW as is appropriate).
2. Any agreement must be greater than 10 MW nameplate AC, capped at a system cumulative 25 MW nameplate AC and for a term that equals the generation purchase agreement for a minimum period of 5 years.
3. A Customer with multiple accounts may aggregate those accounts for the sole purpose of meeting the 10 MVA requirement.
4. Agreement must be for energy delivered to Company's transmission system.
5. Energy serving this option must be generated from a renewable resource developed on or after the Virginia State Corporation Commission special contract approval date.
6. Customer will have the opportunity to request the type of renewable resource (e.g., solar or wind) but not the specific facility or generation source.

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Old Dominion Power Company

S.C.C. No. 19 Original Sheet No. 69.1

Standard Rate Rider

GT
Green Tariff

DEFINITIONS

1. Green power is that electricity generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources. The locations of these sources are limited to Kentucky, Indiana, Tennessee, Ohio, West Virginia, Virginia, Missouri, and Illinois that are certified for the creation of Renewable Energy Credits by definition 2 and 3 below.
2. A Renewable Energy Certificate ("REC") is the tradable unit which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of green power from the underlying electricity. One REC is equivalent to the environmental benefits and attributes of one MWh of green power. RECs may only be purchased from facilities located in Kentucky, Indiana, Tennessee, Ohio, West Virginia, Virginia, Missouri, and Illinois.
3. Eligible RECs are created from renewable facilities verified and approved by the proven renewable asset tracking systems associated with the major regional Independent System Operators (ISO) operators, PJM's Generation Attribute Tracking System (GATS) or MISO's Midwest Renewable Energy Tracking System (MRETS). The legal ownership of every REC so created is recorded and tracked by GATS or MRETS to assure its authenticity and single ownership.

RATE

Option #1: RECs

Customers who wish to support the development of electricity generated by Renewable Resources may contract to purchase each month a specific number of incremental blocks. All RECs purchased to support Option #1 of this tariff shall be retired by Company on behalf of the customers.

Rate Schedules RS and GS:

Voluntary monthly contributions of any amount in \$5.00 increments

Rate Schedules PS, TODS, TODP, or RTS:

Voluntary monthly contributions of any amount in \$13.00 increments

Option #2: Business Solar

Charges and energy credits for this service will be set forth in the written agreement between Company and the Customer and will reflect a combination of the firm service rates otherwise available to the Customer and the cost of the business solar facility being directly contracted for by the Customer.

Option #3: Renewable Power Agreement

Charges and energy credits for this service will be set forth in the written agreement between Company and the Customer and will reflect a combination of the firm service rates otherwise available to the Customer and the cost of the renewable energy resource, including appropriate transmission costs to deliver the energy to the Customer, being directly contracted for by the Customer.

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Old Dominion Power Company

S.C.C. No. 19 Original Sheet No. 69.2

Standard Rate Rider

GT
Green Tariff

RATE - continued

Option #3: Renewable Power Agreement

Renewable energy purchased under the Renewable Power Agreement cannot be used to offset demand or demand charges.

For each 15-minute interval in a billing period, Company will compare Customer's energy consumption to the energy delivered to the Company under the Renewable Power Agreement. In each such 15-minute interval: (i) if Customer's consumption exceeds energy delivered, the difference in kWh between energy consumed and delivered is Net Consumption; or (ii) if energy delivered exceeds Customer's consumption, the difference in kWh between energy delivered and consumed is Net Production.

- a. Company will bill Customer for all Net Consumption in each billing period, applied as a percentage of the billed amount, in accordance with the Customer's standard rate schedule.
- b. Company will also provide Customer a bill credit for all Net Production in each billing period, with all Net Production to be valued at the avoided energy cost calculated under Company's Standard Rate Rider QF (Sheet No. 55).

Customer will pay all cost associated with implementing the Renewable Power Agreement, inclusive of the contracted energy price, with no costs shifted to non-participants.

TERM

Option #1: Customers may participate through a one-time purchase or an automatic monthly purchase agreement. Customer may terminate service under this rider by notifying the Company through its Call Center or Business Office. The charges will be removed on the Customer's next bill after their request to terminate.

Option #2: The term will be agreed upon in a separate written bilateral agreement between the Company and the Customer. Contract to be filed with and approved by the Virginia State Corporation Commission.

Option #3: The term will be agreed upon in the separate written bilateral agreement between Company and the Customer. Contract to be filed with and approved by the Virginia State Corporation Commission.

TERMS AND CONDITIONS

1. Customers participating in Option #1 may contribute as much as they like in the dollar increments outlined above. (RS, GS - \$5, \$10, \$15, \$20, etc), (PS, TODS, TODP, RTS - \$13, \$26, \$39, etc.)
2. An eligible Customer may participate in Company's "Green Tariff" by making a request to Company's Call Center, Business Office, Key Account Manager, or through Company's website enrollment form. Funds provided by Customer to Company are not refundable.

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Old Dominion Power Company

S.C.C. No. 19 Original Sheet No. 69.3

Standard Rate Rider

GT
Green Tariff

TERMS AND CONDITIONS (continued)

3. Customers may not owe any arrearage prior to participating in the "Green Tariff". Any customer failing to pay the amount the customer pledged to contribute in Option #1 may be removed from the "Green Tariff." Any customer removed from or withdrawing Option #1 of the "Green Tariff" will not be allowed to re-apply for one year.
4. Customer will be billed monthly under the "Green Tariff." Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.

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Standard Rate Rider

**EDR
Economic Development Rider**

APPLICABLE

In all territory served.

AVAILABILITY

Available as a rider to Customers to be served or being served under Rates TODS, TODP, and RTS to encourage Economic Development (as defined herein). Service under EDR is conditional on approval of a special contract for such service filed with and approved by the Virginia State Corporation Commission.

RATE

A Customer taking service under EDR shall be served according to all of the rates, terms, and conditions of the normally applicable rate schedule subject to the following:

For the first sixty (60) consecutive monthly billings the Total Demand Charge shall be reduced by 30%. All subsequent billing shall be at the full charges stated in the applicable rate schedule after this five (5) year period.

"Total Demand Charge" is the sum of all demand charges, including any credits provided under any other demand applicable rider, before the EDR discounts described above are applied.

TERMS AND CONDITIONS

Economic Development

1. Service under EDR for Economic Development is available to:
 - a. new Customers contracting for a minimum monthly billing load of 1,000 kVA, and at least a 50% load factor; and
 - b. Existing Customers contracting for a minimum monthly billing load of 1,000 kVA above their Existing Base Load, and at least a 50% load factor to be determined as follows:
 - i. Company and the existing Customer will determine Customer's Existing Base Load by calculating a twelve (12) month rolling average of measured demand.
 - ii. Company and the existing Customer must agree upon the Existing Base Load, which shall be an explicit term of the special contract submitted to the Commission for approval before the Customer can take service under EDR. Once the Existing Base Load's value is thus established, it will not be subject to variation or eligible for service under EDR.
 - iii. This provision is not intended to reduce or diminish in any way EDR service already being provided to all or a portion of a Customer's Existing Base Load. Such EDR service would continue under the terms of the contract already existing between Company and the Customer concerning the affected portion of the Customer's Existing Base Load.
2. A Customer desiring service under EDR for Economic Development must submit an application for service that includes:
 - a. a description of the new load to be served;
 - b. the number of new employees, if any, Customer anticipates employing associated with the new load;
 - c. the capital investment Customer anticipates making associated with the EDR load;
 - d. a certification that Customer has been qualified by the Commonwealth of Virginia for benefits under the Virginia Economic Development Partnership (VEDP), or other comparable programs approved by the Commonwealth of Virginia.

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Old Dominion Power Company

S.C.C. No. 19 Original Sheet No. 71.1

Standard Rate Rider

EDR
Economic Development Rider

TERMS AND CONDITIONS

Economic Development (continued)

3. Should Company determine a refundable contribution for the capital investment in Customer-specific facilities required by Company to serve the EDR load would ordinarily be required as set out under Company's Line Extension Plan, I. Special Cases, that amount shall be determined over a fifteen (15) year period and payable at the end of the fifteen (15) year period.

General

4. Company may offer EDR to qualifying new load only when Company has generating capacity available and the new load will not accelerate Company's plans for additional generating capacity over the life of the EDR contract.
5. Customer may request an EDR effective initial billing date that is no later than twelve (12) months after the date on which the Virginia State Corporation Commission approves the customer agreement.
6. Company may offer differing terms, as appropriate, under special contract to which this rider is a part depending on the circumstances associated with providing service to a particular Customer and subject to approval by the Virginia State Corporation Commission.
7. No credit under EDR will be calculated or applied to Customer's billing in any billing month in which Customer's metered load is less than the load required to be eligible for either Economic Development.
8. EDR is not available to a new customer that results solely from a change in ownership of a previous customer's account. However, if a change in ownership occurs after the previous customer had entered into an EDR special contract, the successor customer may be allowed to fulfil the balance of the EDR special contract.
9. All EDR contracts will provide for the recovery of EDR customer-specific fixed costs over the life of the contract.
10. All EDR contracts designed to retain the load of existing customers should be accompanied by an affidavit of the customer stating that, without the rate discount, operations will cease or be severely restricted. Demonstration of financial hardship must also be provided by the customer to Company.

TERM OF CONTRACT

Service will be furnished under the applicable rate schedule and this rider, filed as a special contract with the Commission, for a fixed term of not less than ten (10) years and for such time thereafter under the terms stated in the rate schedule. A greater term of contract or termination notice may be required because of conditions associated with a Customer's requirements for service. Service will be continued under conditions provided for under the rate schedule to which this rider is attached after the original term of contract.

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Old Dominion Power Company

S.C.C. No. 19, Fifth Revision of Original Sheet No. 85
Canceling S.C.C. No. 19, Fourth Revision of Original Sheet No. 85

Adjustment Clause

LFF
Levelized Fuel Factor

APPLICABLE

In all territory served.

AVAILABILITY

This schedule is mandatory to all electric rate schedules including kWh sales and an energy charge as a part of the service provided.

RATE

Fuel Component per kWh: \$0.02641

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**Terms and Conditions
General**

COMMISSION RULES AND REGULATIONS

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

COMPANY TERMS AND CONDITIONS

In addition to the rules and regulations of the Commission, all electric service supplied by Company shall be in accordance with these Terms and Conditions to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions in each rate schedule, and which shall constitute a part of all applications and contracts for service.

COMPANY AS A FEDERAL CONTRACTOR

The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and excluded and will not apply to or govern agreements between Customers and Company.

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

RATES, TERMS AND CONDITIONS ON FILE

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

CUSTOMER GENERATION

All existing and future installations of equipment for the purpose of electric generation that is intended to run in parallel with utility service, regardless of the length of parallel operation, shall be reported by the Customer (or the Customer's Representative) to Company in conjunction with the "Notice to Company of Changes in Customer's Load" set out in the Customer Responsibilities section of the Terms and Conditions of Company's Tariff.

ASSIGNMENT

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

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Old Dominion Power Company

S.C.C. No. 19 Original Sheet No. 96.1

Terms and Conditions General

RENEWAL OF CONTRACT

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

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

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

SUPERSEDE PREVIOUS TERMS AND CONDITIONS

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

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Terms and Conditions Customer Responsibilities

DEFINITION

"Customer" means a person, firm, corporation, or body politic applying for or receiving service from the Company.

APPLICATION FOR SERVICE

A written, in-person, electronic, or oral application or contract, properly executed will be required before Company is obligated to render electric service. Company may require any party applying for service to provide some or all of the following information for the party desiring service: full legal name, address, full Social Security Number or other taxpayer identification number, date of birth (if applicable), relationship of the applying party to the party desiring service, and any other information Company deems necessary for legal, business, or debt-collection purposes. Company shall have the right to reject for valid reasons any such application or contract, including the applying party's refusal to provide requested information.

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

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

TRANSFER OF APPLICATION

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

CONTRACTED DEMANDS

For rate applications where billing demand minimums are determined by the Contract Demand Customer shall execute a written contract prior to rendering of service. At Company's sole discretion, in lieu of a written contract, a completed load data sheet or other written load specification, as provided by Customer, can be used to determine the maximum load on Company's system for determining Contract Demand minimum.

If Company or Customer terminates Customer's service under a rate schedule that contains demand charges and Customer subsequently applies to Company to reestablish service to the same premise or facility, Company must determine monthly billing demand for the reestablished service as though Customer had continuously taken service from the time of service termination through the reestablishing of service to Customer. For the purpose of determining the monthly billing demand described in the preceding sentence, the demand to be used for the period during which Customer did not take service from Company shall be the actually recorded demand, if any, for the premise or facility during that period. The preceding two sentences will not apply if Company determines, in its sole discretion, that material changes to Customer's facilities, processes, or practices justify establishing a new Contract Demand for the reestablished service.

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Terms and Conditions Customer Responsibilities

OPTIONAL RATES

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

Upon Customer's written request, Company will use reasonable judgment to determine and advise Customer of the lowest rate applicable based upon Customer's usage history, if any, and other information provided by Customer. Customer may then choose a rate under which to take service if Customer is eligible for more than one rate. Company shall have no rate-assignment-based refund liability to Customer if Customer chooses against Company's rate recommendation.

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

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

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

CUSTOMER'S EQUIPMENT AND INSTALLATION

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

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

OWNER'S CONSENT TO OCCUPY

Customer shall grant easements and rights-of-way on and across Customer's property that are reasonably necessary to provide service to the Customer at no cost to Company.

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**Terms and Conditions
Customer Responsibilities**

ACCESS TO PREMISES AND EQUIPMENT

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

PROTECTION OF COMPANY'S PROPERTY

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

POWER FACTOR

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

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

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

EXCLUSIVE SERVICE ON INSTALLATION CONNECTED

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

LIABILITY

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

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**Terms and Conditions
Customer Responsibilities**

NOTICE TO COMPANY OF CHANGES IN CUSTOMER'S LOAD

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

PERMITS

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

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

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

CHANGES IN SERVICE

Where Customer is receiving service and desires relocation or change in facilities not supported by additional load, Customer is responsible for the cost of the relocation or change in facilities through a Non-Refundable Advance.

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Terms and Conditions Company Responsibilities

METERING

The electricity used will be measured by a meter or meters to be furnished and installed by Company at its expense and all bills will be calculated upon the registration of said meters. Company has the right to install any meter or meters it deems in its sole discretion to be necessary or prudent to serve any customer, including without limitation a digital, automated meter reading, automated metering infrastructure, or advanced metering systems meter or meters. When service is supplied by Company at more than one delivery point on the same premises, each delivery point will be metered and billed separately on the rate applicable. Meters include all measuring instruments. Meters will be located outside whenever possible. Otherwise, meters will be located as near as possible to the service entrance and on the ground floor of the building, in a clean, dry, safe and easily accessible place, free from vibration, agreed to by Company.

POINT OF DELIVERY OF ELECTRICITY

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

EXTENSION OF SERVICE

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

COMPANY'S EQUIPMENT AND INSTALLATION

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

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

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

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**Terms and Conditions
Company Responsibilities**

COMPANY NOT LIABLE FOR INTERRUPTIONS

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

COMPANY NOT LIABLE FOR DAMAGE ON CUSTOMER'S PREMISES

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

LIABILITY

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

FIRM SERVICE

Where a customer-generator supplies all or part of the customer-generator's own load and desires Company to provide supplemental or standby service for that load, the customer-generator must contract for such service under Company's Supplemental or Standby Service Rider, otherwise Company has no obligation to supply the non-firm service. This requirement does not apply to Rider NMS.

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Terms and Conditions Character of Service

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

SECONDARY VOLTAGES

Residential Service -

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

Non-Residential Service -

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

PRIMARY VOLTAGES

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

TRANSMISSION VOLTAGES

According to location, 69,000 volts, 161,000 volts, or 500,000 volts.

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

RESTRICTIONS

1. Except for minor loads with approval of Company, two-wire service is restricted.
2. To be eligible for the rate applicable to any delivery voltage other than secondary voltage, Customer must furnish and maintain complete substation structure, transformers, and other equipment necessary to take service at the primary or transmission voltage available at point of connection.
 - a) In the event Company is required to provide transformation to reduce an available voltage to a lower voltage for delivery to a Customer, Customer shall be served at the rate applicable to the lower voltage; provided, however, that if the same rate is applicable to both the available voltage and the delivery voltage, Customer may be required to make a non-refundable payment to reflect the additional investment required to provide service.
 - b) The available voltage shall be the voltage on that distribution or transmission line which Company designates as being suitable from the standpoint of capacity and other operating characteristics for supplying the requirements of Customer.

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**Terms and Conditions
Character of Service**

VOLTAGE VARIATIONS

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

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Terms and Conditions
Residential Rate Specific Terms and Conditions

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

1. **DEFINITION OF RESIDENTIAL RATE** - Residential rates are based on service to single family units served through a single meter. Such service may include incidental usage of electricity for home occupations, such as the office of a physician, surgeon, dentist, musician or artist when such occupation is practiced by Customer in Customer's residence. Service to both a single family unit and a detached structure may both be served through a single meter, regardless of the meter location, and qualify for the residential service provided the consumption in the non-residential portion of the detached structure is incidental.
2. **DEFINITION OF SINGLE FAMILY UNIT** - A single family unit is a structure or part of a structure used or intended to be used as a home, residence, or sleeping place by one or more persons maintaining a common household. Residential service is not available to transient multi-family structures including, but not limited to, hotels, motels, studio apartments, college dormitories, separately metered vacation rentals, boat slips, campers, or any structure without a permanent foundation or attached to sanitation facilities. Fraternity or sorority organizations associated with educational institutions may be classified as residential and billed at the residential rate.
3. **DETACHED STRUCTURES** - If Customer has detached structures that are located at such distance from Customer's residence as to make it impracticable to supply service through Customer's residential meter, the separate meter required to measure service to the detached structures will be considered a separate service and billed as a separate Customer.
4. **POWER REQUIREMENT** - Single-phase power service used for domestic purposes will be permitted under Residential Rate RS when measured through the residential meter subject to the conditions set forth below:
 - a. Single-phase motors may be served at 120 volts if the locked-rotor current at rated voltage does not exceed 50 amperes. Motors with locked-rotor current ratings in excess of 50 amperes must be served at 240 volts.
 - b. Single-phase motors of new central residential cooling installations with total locked-rotor ratings of not to exceed 125 amperes (inclusive of any auxiliary motors arranged for simultaneous starting with the compressor) may be connected for across-the-line starting provided the available capacity of Company's electric distribution facilities at desired point of supply is such that, in Company's judgment, the starting of such motors will not result in excessive voltage dips and undue disturbance of lighting service and television reception of

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**Terms and Conditions
Residential Rate Specific Terms and Conditions**

nearby electric customers. However, except with Company's express written consent, no new single-phase central residential cooling unit having a total lock-rotor rating in excess of 125 amperes inclusive of auxiliary motors arranged for simultaneous starting with the compressor) shall hereafter be connected to Company's lines, or be eligible for electric service therefrom, unless it is equipped with an approved type of current-limiting device for starting which will reduce the initial and incremental starting current inrush to a maximum of 100 amperes per step. Company shall be furnished with reasonable advance notice of any proposed central residential cooling installation.

- c. In the case of multi-motored devices arranged for sequential starting of the motors, the above rules are considered to apply to the locked-rotor currents of the individual motors; if arranged for simultaneous starting of the motors, the rules apply to the sum of the locked-rotor currents of all motors so started.
- d. Any motor or motors served through a separate meter will be billed as a separate Customer.

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Terms and Conditions Billing

METER READINGS AND BILLS

As used in the entirety of this Tariff, "meter reading" and similar terms shall include data collected remotely from automated meter reading, automated meter infrastructure, advanced metering systems, and other electronic meter equipment or systems capable of delivering usage data to Company. A physical, manual reading of a meter is not required to constitute a "meter reading." All bills will be based upon meter readings made in accordance with Company's meter reading schedule. Company, except if prevented by reasons beyond its control, shall read Customers meters at least quarterly, except that Customer-read meters shall be read at least once during the calendar year.

In the case of opening and closing bills when the total period between regular and special meter readings is less than thirty days, any demand or monthly charges of the applicable rate schedules will be prorated on the basis of the ratio of the actual number of days in such period to thirty (30) days.

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

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

Bills are due and payable through Company's available online customer service channels, at the office of Company during business hours, or other locations designated by Company, within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of rendition thereof. If full payment is not received by the due date of the bill, a late payment charge of 1.5% will be assessed on the current month's charges. Beginning May 1, 2020, residential Customers who receive a pledge for or notice of low income energy assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice. There will be no adverse credit impact on Customer's payment and credit record, and the account will not be considered delinquent for any purpose if Company receives Customer's payment within fifteen (15) days after the date on which Company issues Customer's bill.

Also beginning May 1, 2020, Residential Service Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing.

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

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Terms and Conditions Billing

METER READINGS AND BILLS (continued)

Should Company find it necessary to adjust Customer's billing, all resulting refunds will be limited to three years or to the period for which Customer can provide records and any back-billing will be limited to a one-year period, unless back-billing is the result of service received by fraudulent or illegal means.

READING OF SEPARATE METERS NOT COMBINED

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

CUSTOMER RATE ASSIGNMENT

If Customer takes service under a rate schedule the eligibility for which contains a minimum or maximum demand parameter (or both), Company will review Customer's demand and usage data at least once annually to determine the rate schedule under which Customer will take service until the next review and rate determination. Company will also conduct such a review and determination upon Customer's request. Company shall not be obligated to change Customer's rate determination based upon detection of a substantial deviation of Customer's demand or usage if, after consultation with Customer, Company determines in its sole discretion that such deviation is not indicative of Customer's likely long-term demand. Similarly, Company may assign Customer to a rate schedule for which Customer would not be eligible based solely on Customer's historical demand or usage, but Company may do so only as part of a review and rate determination that involves consulting with Customer about Customer's likely future demand, as well as Customer's special contract demand, if applicable.

Any such review and rate determination shall be deemed conclusively to be the correct rate determination for Customer for all purposes and for all periods until Company conducts the next such review and determination for Customer. Therefore, Company shall not be liable for any refunds to Customer based upon Customer's rate assignment, and Company shall not seek to back-bill Customer based upon Customer's rate assignment, for any periods between and including such reviews and determinations unless, and only in the event that, a particular review and rate determination are shown to have been materially erroneous at the time they were conducted, in which case Company may be liable for a refund, or may back-bill Customer, only for the period from the erroneous review and determination to the present or the next non-erroneous review and determination, whichever is shorter.

If Company determines during a review as described above that Customer is eligible to take service under more than one rate schedule and that Customer is then taking service under such a rate schedule, Company will not change Customer's rate assignment; it will remain Customer's responsibility to choose between optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1.

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**Terms and Conditions
Billing**

CUSTOMER RATE ASSIGNMENT (continued)

If Company determines during a review as described above that Customer is eligible to take service under more than one rate schedule and that Customer is not then taking service under such a rate schedule, Company will (1) provide reasonable notice to Customer of the options available and (2) assign Customer to the rate schedule Company reasonably believes will be most financially beneficial to Customer based on Customer's historical demand and usage, which assignment Company will change upon Customer's request to take service under another rate schedule for which Customer is eligible. Company shall have no refund obligation or bear any other liability or responsibility for its initial assignment of Customer to a rate for which Customer is eligible; it is at all times Customer's responsibility to choose between optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1. To the extent the provisions of this paragraph conflict with VAC 56-234.1, the statute shall control.

Nothing in this section is intended to curtail or diminish Customer's responsibility to choose among optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1. Likewise, except as explicitly stated in the paragraph above, nothing in this section creates an obligation or responsibility for Company to assign Customer to a particular rate schedule for which Customer is eligible if Customer is eligible for more than one rate schedule.

CUSTOMER RATE MIGRATION

A change from one rate to another will be effective with the first full billing period following a Customer's request for such change, or with a rate change mandated by changes in a Customer's load. In cases where a change from one rate to another necessitates a change in metering, the change from one rate to another will be effective with the first full billing period following the meter change.

CLASSIFICATION OF CUSTOMERS

For purposes of rate application hereunder, non-residential customers will be considered "industrial" if they are primarily engaged in a process or processes which create or change raw or unfinished materials into another form or product, or in accordance with the North American Industry Classification System, Sections 21, 22, 31, 32 and 33 or both. All other non-Residential Customers will be defined as "commercial."

MONITORING OF CUSTOMER USAGE

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

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**Terms and Conditions
Billing**

RESALE OF ELECTRIC ENERGY

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

MINIMUM CHARGE

Without limiting the foregoing, the Basic Service Charge and Demand Charge shall be due regardless of any event or occurrence that might limit (a) Customer's ability or interest in operating Customer's facility, including, but without limitation, any acts of God, fires, floods, earthquakes, acts of government, terrorism, severe weather, riot, embargo, changes in law, or strikes or (b) Company's ability to serve Customer.

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Terms and Conditions Deposits

GENERAL

1. Company may require a cash deposit or other guaranty from Customers to secure payment of bills.
2. Deposits may be required from all Customers not meeting satisfactory credit and payment criteria. Satisfactory credit for Customers will be determined by utilizing independent credit sources (primarily utilized with new Customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.
 - a. Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit/financial watch services.
 - b. Satisfactory payment criteria with Company may be established by paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service.
3. Company may offer residential or general service customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first six (6) normal billing periods. Service may be refused or discontinued for failure to pay or maintain or both the requested deposit.
4. Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills. If interest is paid or credited to Customer's bill prior to twelve (12) months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer.

RESIDENTIAL

1. Residential Customers are those Customers served under Residential Service Rate RS, Sheet No. 5.
2. The deposit for a Residential Customer is in the amount of \$160.00 which is calculated as 2/12 of the average annual usage of the residential rate class.
3. Company will retain Customer's deposit for a period not to exceed twelve (12) months, provided Customer has met satisfactory payment and credit criteria.
4. If Customer fails to maintain a satisfactory payment or credit record, or otherwise become a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

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Old Dominion Power Company

S.C.C. No. 19 Original Sheet No. 102.1

Terms and Conditions Deposits

GENERAL SERVICE

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

OTHER SERVICE

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

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Terms and Conditions Budget Payment Plan

Company's Budget Payment Plan is available to any Residential Customer served under Residential Service Rate RS or any general service Customer served under General Service Rate GS.

Under this plan, a Customer may elect to pay, each billing period, a budgeted amount in lieu of billings for actual usage. A Customer may enroll in this plan at any time.

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

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

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

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Terms and Conditions Discontinuance of Service

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

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

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**Terms and Conditions
Discontinuance of Service**

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

8. For non-payment of bills. Company shall have the right to discontinue service for non-payment of bills after Customer has been given at least ten days written notice separate from Customer's original bill. Cut-off may be effected not less than thirty (30) days after the mailing date of original bills unless, prior to discontinuance, a Residential Customer presents to Company a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the original date of discontinuance. Company shall notify Customer, in writing, of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.
9. For fraudulent or illegal use of service. When Company has reasonable cause to believe that Customer is, or has been, tampering with the proper metering of distribution service, the service to Customer may be discontinued without notice. Within twenty-four (24) hours after such termination, Company shall send written notification to Customer of the reasons for such discontinuance of service and of Customer's right to challenge the termination by filing a formal complaint with the Virginia State Corporation Commission. Company's right of termination is separate from and in addition to any other legal remedies which the utility may pursue for illegal use or theft service. Company shall not be required to restore service until Customer has complied with all rules of Company and regulations of the Commission and Company has been reimbursed for the estimated amount of the service rendered, and assessment of the charges under the Unauthorized Reconnect Charge provision of Special Charges incurred by reason of the fraudulent use.

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Old Dominion Power Company

S.C.C. No. 19 Original Sheet No. 105.2

Terms and Conditions Discontinuance of Service

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

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

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

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**Terms and Conditions
Line Extension Plan**

1. AVAILABILITY

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

2. DEFINITIONS

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

3. GENERAL

- a. All extensions of service will be made through the use of overhead facilities except as provided in these rules.
- b. Customer requesting service which requires an extension(s) shall furnish to Company, at no cost, properly executed easement(s) for right-of-way across Customer's property to be served.
- c. Customer requesting extension of service into a subdivision, subject to the jurisdiction of a public commission, board, committee, or other agency with authority to zone or otherwise regulate land use in the area and require a plat (or Plan) of the subdivision, Customer shall furnish, at no cost, Company with the plat (or plan) showing street and lot locations with utility easement and required restrictions. Plats (or plans) supplied shall have received final approval of the regulating body and recorded in the office of the appropriate County Court Clerk when required. Should no regulating body exist for the area service is to be extended into, Customer shall furnish Company the required easement.
- d. The title to all extensions, rights-of way, permits, and easements shall be and remain with Company.
- e. Customer must agree in writing to take service when the extension is completed and have Customer's building or other permanent facility wired and ready for connection.
- f. Nothing herein shall be construed as preventing Company from making electric line extensions under more favorable terms than herein prescribed provided the potential revenue is of such amount and permanency as to warrant such terms and render economically feasible the capital expenditure involved and provided such extensions are made to other customers under similar conditions.

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**Terms and Conditions
Line Extension Plan**

3. GENERAL (continued)

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

4. NORMAL LINE EXTENSIONS

- a. Company will provide, at no cost, a line extension of up to 1,000 feet to Customer requesting permanent service where the installed transformer capacity does not exceed 25 kVA.
- b. Where Non-Residential Customer requires poly-phase distribution service or transformer capacity in excess of 25 kVA and Company provides such facilities, Company shall provide at its own expense the requested line extension, but only to the extent that the cost of the requested extension does not exceed the lesser of (i) the cost of a comparable overhead extension (if an underground extension is requested) or (ii) five (5) times Customer's estimated annual net revenue, where "net revenue" is defined as Customer's total revenue less Levelized Fuel Factor. Company may require Non-Residential Customer to pay in advance a non-refundable amount for the additional cost above the five (5) times net revenue calculation to Company in providing facilities above that required in NORMAL LINE EXTENSIONS ¶ a. above. Customer must commit to a minimum contract term of five (5) years.

5. OTHER LINE EXTENSIONS

- a. Company shall provide to Customer requesting permanent service a line extension in excess of 1,000 feet per Customer but Company may require the total cost of the footage in excess of 1,000 feet per Customer, based on the average cost per foot of the total extension, be deposited with Company by Customer.
- b. Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension for each additional Customer connected during that year directly to the original extension for which the deposit was made.
- c. Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension less the length of the lateral or extension for each additional Customer connected during that year by a lateral or extension to the original extension for which the deposit was made.
- d. The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten (10) year refund period ends.
- e. Where Non-Residential Customer requires poly-phase distribution service or transformer capacity in excess of 25 kVA and Company provides such facilities, Company shall provide at its own expense the requested line extension, but only to the extent that the cost of the requested extension does not exceed the lesser of (i) the cost of a comparable overhead extension (if an underground extension is requested) or (ii) five (5) times Customer's estimated annual net revenue, where "net revenue" is defined as Customer's total revenue less Levelized Fuel Factor. Company may require Non-Residential Customer to pay in advance a non-refundable amount for the additional cost above the five (5) times net revenue calculation to Company in providing facilities above that required in NORMAL LINE EXTENSIONS ¶ a. above.

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**Terms and Conditions
Line Extension Plan**

6. OVERHEAD LINE EXTENSIONS TO SUBDIVISIONS

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

7. MOBILE HOME LINE EXTENSIONS

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

8. UNDERGROUND LINE EXTENSIONS

General

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

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**Terms and Conditions
Line Extension Plan**

8. UNDERGROUND LINE EXTENSIONS

General (continued)

- g. Unit charges, where specified herein, are determined from Company's estimate of Company's average unit cost of such construction and the estimated cost differential between underground and overhead distribution systems in representative residential subdivisions.
- h. Three phase primary required to supply either individual loads or the local distribution system may be overhead unless Customer chooses underground construction and deposits with Company a non-refundable deposit for the cost differential.

Individual Premises

Where Customer requests and Company agrees to supply underground service to an individual premise, Company may require Customer to furnish ditching, conduit, backfill and transformer pad. Company will then use overhead extension policy requirements in providing these services.

Other Underground Subdivisions

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

9. SPECIAL CASES

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

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