

# Terms & Conditions for Providing Electric Distribution Service



“We Exist to Serve Our Members”

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Shenandoah Valley Electric Cooperative

**Terms & Conditions  
for Providing Electric Distribution Service  
As filed with the Virginia State Corporation Commission**

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**I. INTRODUCTION**

This filing sets forth the terms and conditions under which electric distribution service is supplied to its consumers by Shenandoah Valley Electric Cooperative within the designated service territory and is on file with the Virginia State Corporation Commission. Changes in these terms and conditions may be made from time to time to meet new or unforeseen conditions by the cooperative's board of directors. The rules and regulations contained herein are not to be considered complete in every detail for furnishing electric distribution service but are intended to be a general outline of the practices of the cooperative.

The cooperative, upon request, will provide any applicant or consumer with a copy of the rate schedules and terms and conditions under which distribution service will be supplied.

**II. DEFINITIONS**

- **Annual Average Distribution Delivery Revenue** – As used in Article VI, Section B, such revenue is the annualized average distribution revenue per member

by rate, as determined by data reported on the cooperative's three most recent year-end Form 7s.

- **Applicant** – means any person, firm, corporation, or public body requesting electric distribution service from the cooperative.
- **Commission** – refers to the Virginia State Corporation Commission.
- **Consumer** – refers to any member and/or patron of the cooperative receiving or having received electric distribution service.
- **Delivery Point** – the point where the cooperative's equipment for supplying electric energy is connected to the consumers' equipment for receiving the electric energy, unless otherwise specified in a written agreement with the consumer.
- **"Distribute", "Distributing" or "Distribution of" Electric Energy** – means the transfer of electric energy through a distribution system to a consumer.
- **Inspection Authority** – the authorized representative of any federal, state, local government, agency or political subdivision,

having lawful authority to enforce federal, state, or local building codes.

- **Member** – means any person, firm, corporation, or public body who has complied with the terms and conditions of service, and the rules and regulations of the cooperative, whose application for membership has been accepted by the cooperative and who is being supplied electric distribution service by the cooperative.
- **Shenandoah Valley Electric Cooperative** – a cooperative corporation operating under the Utility Consumer Services Cooperative Act.

**III. BECOMING A MEMBER**

Any person, firm, corporation, or public body, who controls, by ownership or lease, the property to be served, may become a member of the cooperative by:

- A. By accepting the cooperative's approved Membership Certificate and/or Service Contract.
- B. Paying the membership fee (Schedule F-A).
- C. Membership fee shall be paid for the initial service connection, upon the payment of which a consumer shall be eligible for the initial service connection.
- D. Consumer may contract for additional connections by paying a nonrefundable connection fee for each other service connection (Schedule F-B).
- E. Agreeing to purchase electric distribution service from the

cooperative.

F. Agreeing to comply with and be bound by the Certificate of Incorporation of the cooperative, the Bylaws and any Amendments thereto, and such rules and regulations that may be adopted from time to time by the board of directors, and these Terms and Conditions for securing electric distribution service.

**IV. REQUIREMENTS FOR SECURING ELECTRIC DISTRIBUTION SERVICE**

**A. APPLICATION OR AGREEMENT**

No person shall receive electric distribution service until that person has accepted the cooperative's approved Membership Certificate and/or its approved form Agreement for the Purchase of Electric Distribution Service and has paid a membership fee. Such payment shall make that person eligible for electric distribution service on the premises referred to in the application. Any person or entity owing a debt to the cooperative shall not be allowed to join in the cooperative or receive service from the cooperative until the debt has been paid in full or arrangements satisfactory to the cooperative have been made for the satisfaction of the outstanding debt.

Applicants must contact the cooperative and complete any necessary documentation before service will be made available.

Under certain conditions the cooperative may require the applicant to sign a contract or a letter of agreement where the monthly minimum is higher than specified under the applicable rate schedule. Whether or not a written agreement covering the supply of electricity is executed, the applicant, by accepting the electricity, agrees to be bound by the applicable rates, terms, and conditions of service.

The applicant shall provide a current valid physical address, phone numbers, and email addresses, if available. By providing said contact information the applicant grants the cooperative permission to use any or all of this contact information as a means of communicating with the applicant/consumer.

The cooperative reserves the right to require the applicant to establish that the applicant is the owner or bonafide lessee of the premises to be served.

## **B. DEPOSITS**

1. The cooperative may require the applicant or consumer to deposit with it initially and from time to time, as a guarantee of payment for electric distribution service used, such amount as, in the cooperative's judgment, will secure it from loss. The amount of this deposit shall not be greater than two times the estimated annual average of a months' worth of billing.

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

2. Whenever the required deposit from any residential consumer exceeds the sum of one hundred dollars (\$100.00), the consumer shall be permitted to pay the required deposit in three consecutive equal monthly installments provided, however, that the cooperative shall have the discretion to allow payment of any deposit over a longer period of time to avoid undue hardship.
3. The cooperative will pay interest on deposits held longer than ninety (90) days at a rate which shall be determined by the Virginia State Corporation Commission annually.
4. The consumer shall receive payment of all annually (12 months) accrued interest by having the interest credited to his account.
5. The cooperative will return/credit the deposit after the consumer has established twelve (12) consecutive months of a satisfactory credit record after the deposit requirement is met. The criteria used to determine

satisfactory credit shall be that an account must have had less than four (4) late payments in the last 12 month period and received no notices of pending termination for non-payment or not have been disconnected for non-payment, or not had a payment returned (returned check).

6. All remaining deposits plus earned interest will be returned/credited to the consumer at the termination of electric distribution service, after all indebtedness to the cooperative has been paid. The cooperative shall have a reasonable time to disconnect service and to ascertain that all obligations of the consumer have been fully performed before being required to return any deposit.
7. Additional deposits may be required resulting from consumer damage to cooperative equipment as outlined in Section IX.C. (meter tampering, current diversion or unauthorized reconnection).

## **C. FEES**

The applicant shall pay all other required fee(s), deposit(s), and charge(s) as per Schedule F-Fees.

## **D. RATE SCHEDULE SELECTION**

When a consumer's load meets the conditions of two or more schedules, the consumer shall be responsible for the choice of

the schedule. The cooperative will assist in the selection at the consumer's request. However, except as provided by law, the responsibility of selection shall rest with the consumer.

## **E. RIGHT-OF-WAY**

The cooperative shall determine the route of the line based on the least cost method and utility accepted routing practice. The applicant shall grant to the cooperative and/or its agent(s) without charge easements to (a) construct, operate, maintain, repair, extend, improve, replace, upgrade, and relocate cooperative distribution facilities on the applicant's property, (b) cut, trim and control the growth of trees and vegetation that threaten the safe and reliable operation of the cooperative's facilities, and (c) access the cooperative's facilities. The cooperative shall not be required to supply electricity until a reasonable time has elapsed after the cooperative has obtained all necessary applications, right-of-way easements and/or permits. See Section VI. A. 4. for property not in control of the consumer.

## **F. CONNECTION PROVISIONS**

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

## **G. CONSUMER WIRING**

The wiring must conform to the National Electrical Code and the specifications of the cooperative. Before connection of service, if covered by the local building code, the consumer's installation must

be approved by the inspection authority. In no event shall the cooperative be under any obligation to inspect wiring or appliances of the applicant, but where the cooperative has reason to believe wiring or appliances of the applicant do not comply with recognized requirements, the cooperative may refuse to supply electricity to the applicant. The consumer shall be responsible for notifying the cooperative of any plans for adding appliances, equipment, and/or motors, which might overload or impair the electrical service or the facilities of the cooperative. It is recommended that in the installation of a wiring system, the applicant give consideration to all foreseeable future uses and install service entrance conductors and equipment of such capacity as to carry the maximum anticipated future loads.

#### **H. ELECTRIC DISTRIBUTION SERVICE LIMITATIONS**

To eliminate the possibility of error or loss, the applicant or consumer, before purchasing motors or other equipment, or undertaking to install wiring, shall secure from the cooperative all necessary data relating to the characteristics of the electricity which will be supplied. The cooperative reserves the right to set limitations on current inrush characteristics, demand, power factor, or any other characteristic of motors, wiring, or any other equipment in order to protect the quality, reliability, and/or safety

of its system, and/or the service to other consumers.

#### **I. LOCATION AND MAINTENANCE OF COOPERATIVE'S EQUIPMENT**

The cooperative shall have the right to erect on the property of the applicant any cooperative facilities that are necessary in supplying electricity to the applicant. The applicant shall provide suitable space for the installation of the necessary metering apparatus.

#### **V. USE OF ELECTRIC DISTRIBUTION SERVICE A.COOPERATIVE AS SOLE DISTRIBUTOR**

The applicant and/or consumer agree that no electricity, other than that distributed by the cooperative, shall be distributed over the cooperative's distribution facilities to operate the applicant's and/or consumer's equipment without previous written notice to and consent of the cooperative. However, on and after the implementation of consumer choice in the cooperative's service territory, to the extent that the cooperative's applicants and/or consumers are allowed to select a competitive service provider and/or aggregator of electricity, the contract made between the cooperative and the competitive service provider shall satisfy this requirement, and the applicant and/or consumer need not provide separate written notice to and obtain consent from the cooperative to receive competitive services from a

competitive service provider and/or aggregator.

#### **B. NOTIFICATION AND APPROVAL OF UNUSUAL EQUIPMENT ADDED BY CONSUMER**

The consumer shall notify and obtain the consent of the cooperative before the addition of any unusual equipment or appliances. Such unusual equipment includes, but is not limited to, single phase motors over 10 horsepower, three phase motors, generators or automated process' equipment, and welders. The cooperative reserves the right to charge for any in-depth studies required in order to determine the effect of the apparatus on the cooperative's system. The cooperative reserves the right to refuse to supply electric distribution service to any piece of equipment whose operation is considered to be a safety hazard or detrimental to the cooperative's electrical system or any of its consumers. Furthermore, the cooperative reserves the right to discontinue electric distribution service to any consumer operating such equipment until such time as the consumer conforms to the cooperative's regulations.

#### **C. CONSUMER GENERATING EQUIPMENT:**

1. General members interested in installing generating equipment are encouraged to review the cooperative's Distributed Generation Resource Integration

Requirements document, which more thoroughly addresses the requirements and sets forth the process for interconnection of member and third party generation facilities with cooperative transmission and distribution facilities.

#### **2. Interconnection**

- a. A switch, or other approved disconnecting means, located beside the meter, must be used to prevent possible injury. Such disconnecting means installation is subject to the inspection and approval of the cooperative.
- b. Detailed plans showing the equipment to be used, the load transfer arrangement and the electrical connections should be submitted to the cooperative for approval.
- c. Where auxiliary service is provided by the cooperative, or where an emergency source of supply is provided by the consumer, parallel operation of the consumer's generating equipment with the cooperative's system is not allowed except where specifically approved by the

cooperative.

d. Where a generator is to operate in parallel operation with the cooperative's electric system, the interconnection shall comply with Schedule SGI-X, Small Generator Interconnections.

3. Co-generation and small power production facilities  
Any qualifying co-generation or small power production facility as designated by the Federal Energy Regulatory Commission (FERC) shall be dealt with in accordance with applicable FERC orders and legal and regulatory standards.
4. Net metering consumer  
Any qualifying net metering consumer as designated by Virginia Code § 56-594 shall be dealt with in accordance with applicable legal and regulatory state standards.

#### D. SUITABILITY OF APPARATUS TO BE ADDED

The cooperative reserves the right, but shall not have the duty, to determine the suitability of any apparatus, or appliance to be connected to its lines, and to determine whether the operation of such shall be detrimental to its general supply of electricity. The cooperative further reserves the right to refuse to supply, or to discontinue the supply of electricity until such time as the consumer

shall conform to the cooperative's regulations.

#### E. ELECTRIC DISTRIBUTION SERVICE FOR CONSUMER'S USE ONLY

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

#### F. LIABILITY OF COOPERATIVE

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

#### G. INTERRUPTION OF SERVICE

The cooperative will endeavor to

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

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

1. Storms, accidents, equipment failure and/or acts of God.
2. Failure of power supplier, shortage in power supplies or capacity necessitating reduction in service or the implementation of rotating blackouts. When rotating blackouts are required, the cooperative may, without notice and without incurring liability, implement them on the basis of what is, in the cooperative's opinion, reasonably necessary to minimize adverse impact on the public health and safety and to facilitate restoration of normal service to all consumers at the earliest time practical.

3. To mitigate or prevent an adverse condition or disturbance on the system of the cooperative, or on any other system directly or indirectly interconnected with it, which condition or disturbance requires automatic or manual interruption of the supply of electricity to some consumers or areas in order to limit the extent or duration thereof, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, the cooperative may, without incurring liability, take such action as appears reasonably necessary.

4. By order of governmental authorities.
5. To make repairs, to limit or reduce the duration of interruptions, or to prevent damage to the consumer's or the cooperative's equipment.
6. Civil disorder, strikes, or other labor trouble, riot, insurrection, war, fire or any other cause where the cooperative believes it is necessary to de-energize part of its facilities for the protection of the public, its employees, or its electric system.

Upon correction of those conditions, that caused the interruption, the cooperative will be diligent in re-energizing its facilities when it is safe to do so.

## H. CONSUMER'S RESPONSIBILITY

1. Upon any interruption of service, or any abnormal service, the consumer should notify the cooperative as soon as possible. The cooperative, in most cases, has no other way of knowing of interrupted or abnormal service.
2. The consumer shall be responsible for providing the cooperative and/or its agent access to the cooperative property installed on the consumer's premises.
3. The consumer shall be responsible at all times for the safekeeping of all cooperative property installed on the consumer's premises and to that end shall give no one, except authorized cooperative employees or its agents access to such property.
4. The consumer may be liable for the cost of repairs or damage done to the cooperative's property on the consumer's premises resulting from the negligence of, or misuse by others than cooperative employees and/or its agents.
5. The consumer shall be responsible for the maintenance and repair of the consumer's wiring and equipment. Additionally, it is the consumer's responsibility to provide adequate protection for their motors or other

equipment as defined in the National Electrical Code. Should the consumer report trouble with the supply of electricity, the cooperative will endeavor to respond with reasonable dispatch to such calls with the purpose of correcting only such trouble as may be in the cooperative's equipment supplying said consumer. If after investigation, it is determined that the cooperative's equipment is not at fault, a service charge (Schedule F-G) will be made.

6. The cooperative retains responsibility only with respect to the actions of its employees and/or its agents in connection with property owned by the cooperative.
7. The consumer shall indemnify, save harmless, and defend the cooperative against all claims, demands, costs or expenses, for loss, damage, or injury to persons or property in any manner directly or indirectly arising from or connected with, or growing out of the use of electricity by the consumer at or on his side of the point of attachment.

## VI. EXTENSION OF FACILITIES

The policy of the cooperative is to furnish adequate distribution electric service to all qualified applicants within the cooperative's service area. The service shall be furnished at the cooperative's

published rates as approved by the State Corporation Commission of Virginia and in accordance with the following line extension policy.

### A. GENERAL

1. The standard construction practices of the cooperative shall be overhead construction. Where the applicant requests underground facilities and the cooperative agrees, the cost differential between underground and overhead extensions shall be charged to the applicant in addition to other charges that apply.
2. The cooperative shall not be required to make any electric line extension until the consumer to be supplied from such line extension has signed all applications and/or agreements and fulfilled such other conditions for the connection of electricity as may be required by the cooperative and until all permanent premises to be supplied have been wired and made ready for service.
3. The cooperative reserves the right to select underground line facilities, when it determines it is in the best interest of the cooperative. If the cooperative selects such an underground extension, and it results in an increased cost, the cooperative shall bear the increased cost and the applicant shall pay

the contribution in aid of construction required in B.1. for the selected extension.

4. It shall be the applicant's responsibility to secure and/or otherwise provide, at no cost to the cooperative, a right-of-way acceptable to the cooperative. Where desirable or necessary, the cooperative may assist in the right-of-way acquisition process at the applicant's expense.
5. At the discretion of the cooperative, the applicant shall be responsible for clearing the rights-of-way and/or trimming yard trees to the satisfaction of the cooperative where the proposed facilities extend through wooded areas or are in conflict with yard trees.
6. These general rules and regulations shall not be construed as prohibiting the cooperative from making electric line extensions of greater length or higher costs provided that there is no discrimination between consumers using and/or receiving electric distribution service under the same classification.
7. For underground facilities, at the cooperative's discretion, a conduit system may be required and furnished at the consumer's expense.
8. The applicant/owner shall grant to the cooperative

an easement relieving the cooperative of the liability of damages that could be incurred if the underground cable should ever need repair or replacement.

## B. EXTENSION OF SERVICE – PRIMARY DISTRIBUTION FACILITIES

As used in this section:

- **Residential (Full-time)** – A consumer requiring service for a single metered, single family residential structure must ensure that the structure satisfies the following conditions:
  - Must have permanent water and sewer facilities approved by local authorities and must have received appropriate electrical inspection and approval as a residence by/from appropriate local authorities;
  - Must be occupied for at least nine (9) months per year; and
  - To verify the above, the cooperative may require the applicant or consumer to sign an agreement certifying that the above conditions have been or will be met.
- **Seasonal residential** – A consumer requiring service for a residential structure that does not meet the criteria for residential (full-time) as set forth above shall

be considered a seasonal residential consumer.

- **Non-residential** – Any non-lighting-only account, not falling under the “residential” or “seasonal residential” categories.
1. For each line extension, the cooperative will invest up to an amount listed below, based on standard construction practices for each service connection. The dollar investment shall be calculated based on the cooperative’s annual average distribution delivery revenue using the multipliers, by class, below.
    - Multiple of Annual Average
    - Investment per kW of Classification
    - Distribution Delivery Revenue
    - Requested Demand
    - a. Residential – (full-time) 10.0
    - b. Seasonal Residential 2.5
    - c. Non-residential 2.5Or, if greater, \$140/kW
  2. For any line extension whose estimated cost exceeds the amount the cooperative would invest as outlined in B.1. the applicant shall pay a contribution-in-aid of construction for that portion of cost exceeding the amount to be invested by the cooperative. The cooperative

may, at its discretion, adjust the contribution to the actual cost.

3. The cooperative shall determine the route of the line based on the least cost method and utility accepted routing practices. If the consumer requests the route to be changed and the cooperative agrees, the consumer shall pay a contribution-in-aid of construction based on the cost difference between the routes.
4. The cooperative may require three phase line extensions for motors larger than 10 horsepower and/or loads greater than 25 kW.
5. For loads greater than 75 kW, the cooperative will invest up to the amounts identified in B.1. The cooperative will require the applicant to execute a contract for service where the minimum monthly charge for the electric distribution service shall be 1/72nd of the total investment cost made by the cooperative. For costs in excess of the investment outlined in B.1., the cooperative will require protection for such excess investment by payment of a contribution-in-aid of construction.
6. The cooperative shall determine the route of the line based on the least cost method and utility accepted routing practices. If the

consumer requests the route or least cost method to be changed and the cooperative agrees, the consumer shall pay a contribution-in-aid of construction based on the cost difference.

7. At the cooperative’s discretion, for extension of facilities related to future development, a line extension deposit based on the calculated investment may be required to extend service. This extension deposit may be refundable based on the actual build taking place.

## C. SECONDARY AND SERVICE EXTENSIONS

1. The cooperative shall provide and extend overhead service extensions to serve the consumer consistent with sound engineering practices and prudent utility practices.
2. The consumer shall provide an adequate point of attachment to the structure for the mechanical load and required clearances.
3. The consumer shall provide the required service entrance riser with adequate drip loop for the cooperative to make connections at the point of attachment.
4. If the consumer requests underground service and the cooperative agrees to furnish the underground service, the consumer shall pay the cost differential between the underground service costs and

the overhead service costs.

#### **D. LINE RELOCATIONS AND CONVERSIONS**

1. If the consumer requests that an existing line be relocated and the cooperative agrees to the relocation, the consumer may be required to pay a contribution-in-aid of construction for the cost to relocate the line.
2. If a consumer requests that an existing overhead primary line be converted to underground and the cooperative agrees to the conversion, the consumer shall pay a contribution-in-aid of construction for the cost to convert the line.
3. If a consumer requests that an existing adequate overhead service be converted to underground and the cooperative agrees to the conversion, the consumer shall pay a contribution-in-aid of construction for the cost to convert the line. The conversion cost shall include the cost differential between underground and overhead facilities; the depreciated original cost of any existing overhead facilities less salvage value and the cost of removing such overhead facilities.
4. If a consumer requests that an inadequate overhead service be converted to underground and the cooperative agrees to the conversion, the consumer

shall pay the cost differential between underground and overhead facilities.

#### **E. EXCESS FACILITIES**

The cooperative will provide facilities in excess of normal service facilities (i.e., one source, one transformer installation, and one meter) provided that:

1. The applicant or consumer pays the entire cost of the excess facilities plus a monthly maintenance charge of 10.5576 percent annually of the cost of the excess facilities provided; or
2. The applicant or consumer pays the monthly facilities charge of 19.3735 percent annually of the cost of the excess facilities provided.

#### **F. SPECIAL SERVICES OF SHORT DURATION**

For any connection that will require service for only a short duration of time (less than two (2) years), the consumer will be required to pay in advance all estimated construction and removal costs less salvageable material as determined by the cooperative.

#### **G. TEMPORARY CONSTRUCTION SERVICE**

1. Service of this type will be furnished to the property during the construction phase.
2. Where the facilities necessary for this temporary construction will become part of the permanent extension; the cost of said extension shall be covered as per Section

VI.B. or VI.C.; however, the applicant must pay a temporary connection fee in accordance with Schedule F-C to be retained by the cooperative and in exchange for which no energy is to be received.

3. When the construction necessary requires no more than seventy-five (75) feet of aerial cable for installing a single span three-wire service from an existing service source or placing a pedestal beside an existing padmount transformer, the consumer may pay the temporary service charge as specified in the cooperative's Schedule of Fees and Charges and receive up to 100 amperes of capacity. When special construction is required that will not become part of the permanent connection, the applicant must pay all estimated construction and removal costs less salvageable material before this service is extended.

### **VII. BILLING AND PAYMENT FOR SERVICE**

#### **A. BILLING PROCEDURES**

1. Bills  
Bills will be rendered to the consumer by the cooperative monthly. Bills will be computed using metered energy and power consumption based on applicable rates and fees on file and approved by the

Commission. The cooperative will prorate the bill when a consumer's service starts and is terminated, based on the number of days of service.

2. Meter readings  
The rates of the cooperative for electric service are based on the condition that meter readings shall be received from the cooperative's metering system. In the event a valid meter reading is not received prior to computing the bill, the cooperative will use an estimated meter reading. In the event that the meter has failed and/or no valid meter reading is obtained, an estimated bill will be generated by the cooperative using the best available information. The cooperative may adjust estimated bills when actual information becomes available upon which to base the adjustment.
3. Terms of payment/collection  
Bills are due when presented. They shall be considered as presented when deposited in the United States mail for delivery or when otherwise delivered by the cooperative to the address of the consumer; or at the option of the consumer, the consumer is provided electronic notification that his bill is available online. A bill shall become past due if unpaid on

the 20th day following the day it has been presented. If payment has not been received by this time (the late payment date), a one and one half percent (1-1/2%) penalty per month will be applied on the outstanding balance less local and state government utility taxes. If it remains unpaid at the time the succeeding bill is delivered, a notice of intent to disconnect service shall be served up on the consumer, giving at least ten days prior notice before disconnection occurs. If the bill remains unpaid at the end of such 10-day notice period, electric service to the premise of the consumer shall be subject to disconnection without further notice.

The cooperative reserves the right to apply any payment or payments made in whole or in part to any account due the cooperative by the consumer unless the consumer has instructed otherwise. However, the cooperative may apply any payments in excess of the account specified to other account balances due the cooperative by the consumer. Whenever payment is made by a check and/or other form of payment not honored by the institution upon which the payment is drawn, a returned check processing fee shall be charged for the returned payment in accordance with Schedule F-F.

For collection of delinquent balances, after the required notice period has expired, cooperative personnel will be

sent to the location of service, unless a remote disconnect/reconnect switch is installed at the location, for the purpose of disconnecting the supply of electricity.

On an electric service account where a meter and remote service switch (RSS) are installed, the cooperative may disconnect the service remotely. Reconnect of such an account may be accomplished remotely – if so, no reconnection fee will be charged. If the service is disconnected the consumer must pay all billed outstanding balances plus all applicable fees and/or arrange for any applicable deposit before service will be restored. This payment must be made during regular working hours at the cooperative's offices.

Upon disconnection of service for any reason, the consumer shall be sent a final bill at the next regular billing cycle showing the outstanding amount owed after deducting all applicable credits.

#### **VIII. DISCONTINUANCE OF ELECTRIC DISTRIBUTION SERVICES**

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

##### **A. AT ANY TIME WITHOUT NOTICE**

1. Whenever, in the cooperative's opinion, the conditions of the consumer's wiring,

equipment and appliances are either unsafe or unsuitable for receiving electricity, or when the consumer's use of electricity or equipment interfere with, or in the opinion of the cooperative may be detrimental to the supply of electricity by the cooperative to any other consumer;

2. Whenever in the cooperative's opinion, there is reasonable cause to believe that a consumer is, or has been, tampering with the proper metering of electric distribution service, The consumer will pay for any costs incurred by the cooperative as a result of such actions by the consumer.
3. Emergency repairs or alterations;
4. Unavoidable shortages or interruptions in the cooperative's source of supply, or other cases of emergency, and
5. When ordered by authorities having jurisdiction.

##### **B. WITH WRITTEN NOTICE**

Notice of discontinuance shall be considered to be given to a consumer when a copy of such notice is left with the consumer, or left at the service location for which his bill is rendered, posted in the United States mail, or sent to the consumer's last post office address shown on the records of the cooperative:

1. Failure to comply with the Terms and Conditions of service of the cooperative;
2. In any case of any misrepresentation by the consumer to the cooperative (such as falsifying information on the Application);
3. Failure to pay bills for electric service;
4. Failure to pay any required deposit;
5. Failure to comply with the terms of any payment agreement, contract, or Agreement for the Purchase of Electric Distribution Service.
6. Failure to correct any safety hazard having to do with electric service, and judged by the cooperative to be serious, but not life threatening; or
7. Failure to correct violations of the National Electrical Safety Code and/or the American National Standard Code for Electricity Metering caused by changes in the structure or grade.
8. Whenever the consumer has denied a representative of the cooperative access to the cooperative's meters, wires, facilities or other apparatus installed on the consumer's premises;

##### **C. AT CONSUMER'S REQUEST**

The supply of electricity will be disconnected to any consumer within a reasonable time after receipt of such request from the consumer to the cooperative.

Request for disconnection of service does not relieve the consumer of any obligation to the cooperative.

## **IX. RECONNECTION OF ELECTRIC DISTRIBUTION SERVICE**

### **A. COMPLIANCE WITH TERMS AND CONDITIONS**

If the electric distribution service has been discontinued for any of the reasons covered by Section VIII (discontinuance of electric distribution services), the consumer shall comply with all Terms and Conditions of Service before the service is reconnected. The cooperative shall have a reasonable period of time in which to reconnect the consumer after the consumer has corrected all unsatisfactory conditions or the events which caused the disconnection have been resolved.

### **B. SETTLEMENT OF CHARGES AND FEES**

1. Unless the cooperative, at its discretion, consents otherwise, any service disconnected for nonpayment shall not be reconnected until full payment is received for:
  - a. All obligations to date;
  - b. A reconnection charge and/or applicable fees; and
  - c. Any required deposits.
2. Settlement of charges and fees received before 4:00 p.m. (Monday through Friday)

shall entitle a disconnected consumer to be reconnected on that day for a regular work hour's reconnection charge. If a consumer requires that service be reconnected at a time other than regular working hours, an after hours reconnection charge will be assessed. This charge will be determined in accordance with the Schedule F-D.

### **C. METER TAMPERING, CURRENT DIVERSION OR UNAUTHORIZED RECONNECTION**

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

1. Pay for all damages to cooperative equipment resulting from the tampering and/or damages and provide sufficient deposit to cover future tampering or damage;
2. Pay an amount estimated to be sufficient to cover service used or service received;
3. Pay the reconnection fee, if applicable;
4. Pay any other required deposits as identified in Section IV.B. (Requirements for Securing Electric Distribution Service);
5. Pay a fee to cover the cost

of testing the meter in accordance with Schedule F; and

6. Make any changes in wiring or equipment which, in the opinion of the cooperative, may be necessary for the protection of the cooperative.

## **X. ELECTRIC SERVICE CHARACTERISTICS**

### **A. QUALITY AND CONTINUITY OF SERVICE**

The quality of service supplied by the cooperative shall be in accordance with the accepted standards of the electric utility industry. The cooperative shall endeavor to provide continuity of electric distribution service as outlined in Section V.G (Interruption of Service).

### **B. VOLTAGE**

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

be considered violations of these permissible variations.

## **XI. METERS AND METERING**

### **A. OWNERSHIP AND LOCATION**

Meters and metering equipment used to measure the power and energy delivered from the facilities of the cooperative to the consumer's premise will be installed and owned by the cooperative. In general, meters shall be located approximately 5 ½ feet above finished grade and on the outside of the building. The location of the meter and the point at which the cooperative's supply lines terminate on the building of the consumer shall be designated by the Cooperative. The cooperative may furnish the meter socket, which shall be installed by the consumer as a part of the service entrance. No part of the service entrance shall be concealed before entering the meter socket. The cooperative shall have clear and unrestricted access to its metering equipment. The cooperative, in its discretion, may make exceptions to this location requirement with respect to certain large power consumers utilizing different metering equipment.

### **B. PERIODIC TESTING**

Periodic tests of meters used to measure energy delivered to consumer will be made in compliance with The American National Standards Institute (ANSI). A more frequent periodic testing schedule may be instituted if deemed necessary by the

cooperative.

### **C. TESTS REQUESTED BY CONSUMER**

Upon request by a consumer, the utility shall test the consumer's meter provided that such tests need not be made more frequently than once in 24 months. If testing of a meter is required by the consumer to be made more frequently than once in 24 months, the utility shall require a deposit in accordance with Schedule F-H. Such deposit shall be refunded if the meter test reveals meter error greater than 102% or less than 98% of actual consumption.

- a. The consumer, or a representative of the consumer, may be present when the meter is tested.
- b. A written report of the results of the test shall be made to the consumer within 10 days after the completion of the test.

### **D. METER INACCURACY**

If a meter used to measure electric power and/or energy delivered to a consumer's premise is tested and found to be inaccurate by an amount in excess of two percent, whether or not the inaccuracy is in the consumer's favor or disfavor, the consumer or the cooperative may require that an adjustment to the bills be made. All adjustments due to meter inaccuracies will be in accordance with the condition of the meter as it was found when

tested.

If there is an event from which the cooperative is certain that the meter inaccuracy is deemed to have begun, the adjustment to the bills may be made back to the time of that event or as limited by current state statute or regulation. If no such event is apparent, then bills may be adjusted for the preceding billing periods not to exceed three (3) months. The effect of the adjustment will be rendered to the consumer as an appropriate credit or debit entry on the consumer's subsequent statement for electric service.

### **E. METER FAILURE**

If the meter is found to not be registering at all, the cooperative will use the best available information to estimate the monthly consumption of power and energy in accordance with the time periods consistent with paragraph XI-D.

### **F. REASONS OTHER THAN METER INACCURACY OR FAILURE**

In the event of a billing error that results in an underbilling, the cooperative will adjust the billing for a time period not to exceed twelve (12) months. In the event of a billing error that results in an overcharge, the cooperative will adjust the billing for a time period not to exceed three (3) years, unless the consumer can provide additional billing records.

## **XII. CHARGES FOR WORK ON CONSUMER'S PREMISES**

It is not the policy of the cooperative to perform for the consumer or applicant any service that is not the responsibility of the cooperative. At the cooperative's discretion, such work may be done to assist the consumer or applicant. The consumer shall reimburse the cooperative for all charges in performing said service.

## **XIII. CONSUMER COMPLAINT PROCEDURE**

The cooperative exists to serve its consumers and its policies are designed to provide the best service to the most consumers at the least practical cost. Consumers shall be advised annually of the existence of an established Consumer Complaint Procedure that will include the local and toll free telephone numbers of the cooperative by which they may make inquiries or register complaints. The complete procedure is on file at the cooperative office. The same information will be furnished to each new member with the new member packet.

The cooperative will maintain off-hours local and toll free telephone answering systems to provide consumers access to a cooperative agent at all hours to report power outages and other emergency situations. Designated personnel shall be available to receive inquiries

from consumers who may request personal consultation at all times that the business office is open to the public.

Toll free telephone service to the cooperative's offices from all service areas shall be maintained for the convenience of consumers.

## **XIV. LOAD MANAGEMENT**

For any consumers who allow the cooperative to install a load management switch on the consumer's water heater, the cooperative will perform minor repairs to the water heater at no direct cost to the consumer as long as the switch remains at the location. Such minor repairs shall include but shall not be limited to, fuse replacement and minor wiring. These repairs will only be performed when, in the judgment of cooperative personnel, the mechanical condition of the water heater is such that repairs can be made without leaks being created, and when water heaters are accessible without the need for plumbing or carpentry services.

## XV. RATES

### Classification of Schedules

The cooperative has the following rates available:

- A. A-X\* Residential Service
- B. B-X General Service
- C. C-X Church Service
- D. S-X Seasonal Residential Service
- E. LP-X Large Power Service
- F. PC-X Coincident Peak – Load Control Schedule
- G. HPS-X Yard Lighting Service
- H. LED-X Yard Lighting Service
- I. CMV-X Post Lighting Service
- J. PCA-X Power Cost Adjustment Clause
- K. SS-X Surge Suppression
- L. GV-X Generation Purchase Schedule
- M. NEM-X Net Energy Metering
- N. SGI-X Small Generator Interconnections

\* On the above rates, X indicates the number of the appropriate schedule. These rates are on file with, and have been approved by, the Virginia State Corporation Commission.

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Appendix Schedule F -Fees on back.

## APPENDIX SCHEDULE F – FEES

Type of Fee of Service Charge	Amount
A. Membership fee - Initial Service Connection (Refundable)	\$5.00
B. Service Connection Fee – Subsequent Service Connection with Multiple Active Accounts (Non-Refundable)	\$15.00
C. Temporary Connection Fee	\$140.00
D. Reconnection Charge to Existing Consumers Must be Paid in the Cooperative’s Office During Normal Working Hours if the Actual Reconnection is Performed:	
1. During Working Hours, per Trip per Account * Note – The above reconnect charge will not apply if Reconnection is made using the remote service switch and no trip is required	\$50.00
2. After Working Hours, at Consumer’s request, per Trip per Account	\$85.00
E. Returned Check Processing Fee	\$32.00
F. Trouble Call - Outage on Consumer’s Equipment	\$50.00
G. Meter Testing Deposit	
1. Single-phase meters	\$40.00
2. Polyphase meters	\$60.00

This institution is an equal opportunity provider and employer.  
SVEC supports our armed services and veterans in employment opportunities.