

HARRISON RURAL ELECTRIFICATION ASSOCIATION, INC.

OF

CLARKSBURG, WEST VIRGINIA

RATES, RULES AND REGULATIONS FOR FURNISHING
ELECTRICITY

at Harrison, Taylor, Upshur, Doddridge, Marion, Lewis and Barbour Counties, West Virginia

Filed with THE PUBLIC SERVICE COMMISSION
of
WEST VIRGINIA

Issued May 6, 2010

Effective for bills rendered on or after June 25, 2010
or as otherwise provided herein

Adopted by Board of Directors

Issued by HARRISON RURAL ELECTRIFICATION ASSOCIATION, INC.

By _____

Title

RULES AND REGULATIONS

- I. Rules and Regulations for the Government of Electric Utilities, adopted by the Public Service Commission of West Virginia, and now in effect, and all amendments thereto and modifications thereof hereafter made by said Commission.

RULES AND REGULATIONS (Continued)RULES AND REGULATIONS FOR ELECTRIC SERVICE

The following Rules and Regulations for Electric Service shall be deemed a part of each schedule of rates now or hereafter published by Harrison Rural Electrification Association, Inc. and every contract for the furnishing of electric service by the Company shall be deemed to include all of the terms and conditions of these Rules and Regulations.

Rules and Regulations for Electric Service set forth herein-after and the qualifications thereto by certain rate schedules are supplementary to the "Rules and Regulations for the Government of Electric Utilities" established by the Public Service Commission of West Virginia, through general Order No. 184, dated March 16, 1977 and made effective May 27, 1977, and all amendments and modifications thereto hereinafter made by said Commission.

The established rules, regulations, and Board of Directors' resolutions of the Harrison Rural Electrification Association, Inc. will in no way conflict with the "Rules and Regulations for the Government of Electric Utilities" established by the Public Service Commission of West Virginia.

DEFINITIONS:

Certain words when used in contracts, schedules, and Rules and Regulations for Electric Service of the Harrison Rural Electrification Association, Inc. shall be understood to have the meaning set forth in this paragraph, Viz:

- (a) "Company" is understood to mean Harrison Rural Electrification Association, Inc.
- (b) "Member" is understood to mean any person, group of persons, firm, corporation, institution, municipality or other service body receiving and using electric service supplied by the Company.
- (c) "Month" is understood to mean approximately one twelfth of a year and may be any period of 25 to 35 consecutive days.
- (d) "Service Connection" is understood to mean each connection through which the Company furnishes any electric service to the customer.
- (e) "Operation" is understood to mean a single enterprise conducted by a customer.

RULES AND REGULATIONS (Continued)

1. CHARACTER OF ELECTRIC SERVICE

- (a) Unless otherwise specially agreed upon, the Company will furnish single or three phase, sixty cycle alternating current.

2. APPLICATION

- (a) A copy of the rates, and Rules and Regulations under which service is to be rendered to the customer will be furnished upon application at the office of the Company.
- (b) Customers desiring service shall make application to the office of the Company before commencing the use of the service, and will be charged for all service registering from and including the day of commencing such use. An Electric Service Agreement when properly executed on the part of the Company and customer will constitute a contract between the customer and the Company. The membership fee shall be five dollars (\$5.00) upon payment of which a member shall be eligible for one service connection. A contract for electric service is not transferable without written consent of the Company. The customer shall give the Company three days' written notice, unless otherwise provided for, in advance of intended discontinuance of service and/or removal from the premises, and in the event of failure to do so will be liable for all service rendered up to the time the Company receives notice of the customers discontinuance of service. The membership fee shall be refunded on termination of membership.

RULES AND REGULATIONS (Continued)

3. DEPOSITS

The Company may require any applicant to make a deposit with the Company initially and from time to time as a guarantee of payment for electric service used. The deposit shall not be more than one-twelfth (1/12) of the annual estimated charge for service. The Company shall not be required to supply electricity until the deposit has been paid, and it may terminate service if the deposit or any increase thereof is not paid when required. After a member has paid bills for service by not later than the date due for a period of twelve (12) months, the Company shall promptly refund any deposit made by such member prior to such period plus accrued interest thereon. Simple interest at the rate set by the Public Service Commission of West Virginia will be paid at the end of said period or at the day of discontinuance of service on any deposit which has remained with the Company for a period of six months or longer. For purposes of this rule, calculation of the twelve consecutive months period shall commence from the first regular payment or, in the event of payment of a past-due bill, from such latter date. The Company shall have a reasonable time to read and remove its meters and to ascertain that the obligations of the customer have been fully performed before refunding any deposit.

4. RIGHT-OF-WAY

The facilities of the Company by which service shall be furnished to the member shall be located on or over easements which shall provide a route deemed by the Company to be the most suitable for the furnishing of such service. In consideration of the furnishings of service by the Company, the member shall cause such rights and easements to be provided the Company on or within property to be served as the Company shall deem necessary and convenient to permit the construction operation and maintenance of the Company's facilities required to serve the member. It shall not be the obligation of the Company to acquire any right or easement on or over property of another necessary for the furnishing of service to the customer for which acquisition the Company does not have the right of eminent domain.

RULES AND REGULATIONS (Continued)

5. SERVICE CONNECTIONS

The Company will make the necessary overhead connection from its lines to the wire entrance of the member's building, which connection is to be placed at a location harmless to the public and convenient to the lines of the Company. When other than overhead service wires are required, applicant for service shall be responsible for the additional cost attributable to such facilities or as otherwise provided by any applicable regulatory rules of this state. The Company shall not be obligated to connect service to be used in or in connection with a building or structure located in whole or in part on any property or easement of the Company.

6. METER CONNECTIONS

The Company will furnish and connect the necessary metering apparatus for measuring service to the member. The member is to provide a suitable meter location so the meter may be conveniently read, inspected and tested. Prior to connection of service by the Company the member shall furnish and install, and shall thereafter maintain at all times, a ground connection in compliance with the requirements of the National Electrical Code as the same may be amended from time to time.

Meters shall not be installed or reinstated after regular working hours unless in the judgment of the manager there exists an extenuating circumstance that will justify additional expense, or all the expense incurred in making the installation is borne by the customer.

7. CUSTOMER'S RESPONSIBILITIES

- (a) The Company is in no way responsible for damages arising from any error or defect in wiring of the member. All wiring is to be in accordance with the regulations of the National Electrical Code or any state or municipal authority having jurisdiction.
- (b) The Company shall have the right during all reasonable hours to enter the premises of the member for the purpose of installing, removing, reading, testing, replacing or otherwise disposing of its apparatus and property.

RULES AND REGULATIONS (Continued)

7. CUSTOMER'S RESPONSIBILITIES (Continued)

- (c) The member is to install only such motors or other apparatus or appliances as are suitable for operation with the specific character of service supplied by the Company, and which will not be detrimental to same. Electric service is not to be used in such a manner as to cause unprovided for voltage fluctuations or disturbances in the Company's distributing system. The Company will be the judge as to the suitability of apparatus or appliances to be connected to its lines, and as to whether the operation of such apparatus or appliances will be detrimental to its general service; subject to determination by the Public Service Commission of West Virginia in case of controversy.
- (d) A member shall not increase its power requirements to exceed the service capacity for which member contracts without the prior written consent of the Company. If the Company consents to any such increase, said service capacity shall be increased to an amount equal to the increased power requirements to which the Company so consented. Should the member increase its power requirements above the amount of power requirement contracted for or the amount of power requirement consented to by the Company the member shall be responsible for, and indemnify the Company against any losses, damages or injuries sustained by the Company or others resulting there from, and all claims therefore.

8. NO RESALE

It is expressly understood and agreed that the electric service to be delivered by the Company to the member is not to be resold for any purpose.

9. BILLING AND PAYMENTS

(a) Bills for service will be rendered by the Company to the member in accordance with the rate applicable to the member's service. Bills are payable at the main office or any of the collection offices of the Company, or other places designated by the Company. Members not receiving their monthly bills at the usual time should make inquiry of the Company in order to preserve their rights so that a penalty will not be assessed, as the Company does not permit an extension of the non-penalty period because of the failure to receive the bill. When payment of a bill is sent by United States mail, the applicable prompt payment will be allowed if it is evidenced by legible postmark that such payment was mailed on or previous to the last day of the prompt pay period.

In the absence of such postmark, a bill will be considered paid on the date of its receipt by the Company.

RULES AND REGULATIONS (Continued)

9. BILLING AND PAYMENTS (Continued)

- (b) In the event of the stoppage of or the failure by any meter to register the full amount of current consumed in a period, the customer will be billed for such period on an estimated consumption based on his power requirement of a similar period.
- (c) Residential members using electric service as the primary source for house heating, and commercial members whose principal energy requirements including all space heating and any air conditioning that is furnished by electric service, and all other non-seasonal residential members who uses electric service for a period of one year or more of continuous service at their present location, may elect to pay their bills under the Company's budget plan. The total service for the twelve-month period following a member's election of the budget billing plan will be estimated by the Company in advance and budget bills will be rendered monthly equal to one-twelfth of such twelve-month estimate. The bill for the twelfth month, the adjustment month, shall include any difference between the actual charge for such member's service during the budget period and the total of budget bills as paid during such period. Monthly changes in a member's consumption pattern or changes in rates may result in adjustments to the estimated budget bill.
- (d) The Company, through the use of a dial- card or other device supplied by it to a member, requires such member to furnish promptly to the Company for billing purposes a current reading of such member's meter. if such dial card or device is not promptly returned by a member, or if inclement weather or any other cause prevents the reading of a member's meter by the Company, the Company shall have the right to estimate a member's bill and to make any necessary adjustments, without interest, on a subsequent bill based upon a reading of such meter.

Consumers shall be responsible for reading their meters each month and forwarding their reading to the Company's office.

If a consumer fails to furnish the Company a meter reading for two (2) consecutive months, the Company may read the meter and impose a charge of ten dollars (\$10.00).

- (e) Members who have by their own choice disconnected electrical service shall pay fifteen dollars (\$15.00) reconnection service charge where the electrical service has been disconnected for a period of less than twelve months.

RULES AND REGULATIONS (Continued)

9. BILLING AND PAYMENTS (Continued)

- (f) When a member has been disconnected for nonpayment, the Cooperative will reconnect that meter upon payment in full of the delinquent billing, plus reconnect charge of fifteen dollars (\$15.00) if scheduled during normal working hours or twenty-five dollars (\$25.00) if scheduled after normal working hours and Saturdays. No reconnections shall be made on Sundays, Holidays or between the hours of 12 midnight and 7:30 a.m. unless the member agrees to reimburse the cooperative for the actual costs of the trip.
- (g) If the member desires one or more additional service connections, he shall pay a non-refundable connection fee of five dollars (\$5.00) for each service connection.
- (h) In the case of a power interruption, the Company will send service men to restore service when notified. However, a charge of ten dollars (\$75.00) will be made for a service call where the cause of the power interruption is on the consumer's side of the meter.

No charge will be made if the power interruption is due to the Company's equipment failure or where the cause of the power interruption is on the Company's side of the meter.

Any damage done to the Company's equipment by the consumer or his agent, or his supplier while installing equipment on the premises of the consumer, plus expense of the Company's crew in repairing the damage, shall be borne by the consumer.

- (i) All rates of the Company for electric service are subject to the approval of the West Virginia Public Service Commission and may be changed from time to time as approved by such Commission or as otherwise permitted by law.

RULES AND REGULATIONS (Continued)

10. FAILURE TO PAY

If the member shall fail to make payment for any service rendered by the Company after payment is due, the Company shall have the right either to cancel the service contract--in which event the minimum payments as provided in the schedule for the unexpired term of the contract shall thereupon become payable to the Company as liquidated damages--or, at the Company's option, to discontinue service until all payments due from the member shall have been made.

Members who fail to submit payments within the period specified in the Rules and Regulations are subject to a collection trip by Company personnel. A fee of ten dollars (\$10.00) shall be made for each collection trip.

11. RETURNED CHECKS

Members who submit checks returned to the cooperative for insufficient funds, lack of proper signature or other banking reasons may be required to make restitution for returned checks with a money order, certified check or cash.

The Company will charge a customer who submits a check to the Company which fails to satisfy payment of an amount due the Company an amount equal to the bank charge.

12. EMERGENCIES

The Company will use reasonable diligence in furnishing continuous electric service, but the Company shall not be liable for any loss, damage or expense sustained by the member caused by interruption, deficiency, variation or other failure of electric services caused by any acts of God, public enemies, accidents, fuel shortages, labor disputes, riots, wars, orders or acts of civil or military authority, breakdowns of or damage to equipment or facilities of the Company, or any cause other than gross negligence or willful neglect on the part of the Company.

The Company, may without liability therefore, interrupt or suspend service to any or all of its members whenever, in its sole judgment, such action is required to limit or prevent any actual or threatened disturbance or instability on the electric system of the Company or any interconnected system.

RULES AND REGULATIONS (Continued)

13. DISCONTINUANCE OF SERVICE

The provision for discontinuance of service shall be in compliance with the "Rules and Regulations for Electric Service" established by the Public Service Commission of West Virginia.

14. PROMISES

No inspector, agent or other employee of the Company has authority to make any promises, agreements or representations not included in the rate schedules, Rules and Regulations, and form of contract on file with the Public Service Commission, and the Company shall not be bound by, nor responsible for, any act done in violation of this provision.

15. TEMPORARY SERVICE

Temporary service is available at the option of the customer and is defined as service which is not intended to be permanent and is supplied on a month to month basis for the duration of the service at one point of delivery and measured through one meter.

Temporary service customers will be required to pay all costs of installation and removal of Company facilities, including overhead expenses. Credit will be given for the salvage value of the facilities installed to provide temporary service. Payment of such cost and of the estimated bill for service may be required in advance.

16. GOVERNMENTAL BODIES AND AGENCIES

When a governmental body or agency is prohibited by law from entering into an agreement for the term specified by an otherwise applicable rate schedule, the Company will accept an agreement with such governmental body or agency under such rate schedule for less than the term specified therein, but in no case less than one year, provided that said agreement shall continue in force thereafter for successive periods of like term until written notice of cancellation has been given by either party to the other twelve (12) months prior to any expiration date and such time has expired, and further provided, in the Company's opinion for not less than the minimum term specified by the applicable rate schedule.

RULES AND REGULATIONS (Continued)

17. LOCAL TAX ADJUSTMENT

When the Company is or becomes liable to any municipal corporation, or other tax levying corporation, or political subdivision of the State, for any license tax, excise tax, privilege tax, use tax, franchise fee or tax, or other like tax, based upon the amount of electric service sold or revenues received by the Company within the territorial limits of such corporation or political subdivision, or based upon the number of poles, meters or other utility property units owned or used by the Company within such territorial limits; or for any other tax, fee or service charge, which other tax, fee or service charge is not imposed upon all other businesses at substantially the same rate; then the amount of such tax, fee or charge shall be added, pro rata, to the bills to customers of the Company for electric service rendered within such territorial limits, including compensation for the additional state gross receipts tax resulting there from; provided, however, that a franchise fee or franchise tax based upon the number of poles owned or used by the company within such territorial limits shall not be so added to the bills of customers when such fee or tax is not in excess of one dollar (\$1.00) per pole per year.

Adjustments in bills will be made by adding to each bill, as determined by application of the appropriate rate schedule, a local tax surcharge computed as a fraction of such bill. The fraction to be added shall be calculated by dividing the local tax rate, expressed as a decimal, by one minus the sum of the local and state tax rates, both expressed as decimals.

18. IMPOSED RELOCATIONS OR UNDERGROUNDING

When the Company is required by any political subdivision of the State or the United States, or any agency thereof, to place new facilities underground, or to relocate existing facilities underground, or to otherwise relocate existing facilities, the cost of such placement or relocation shall be recovered by the Company in the manner hereinafter provided.

The political subdivision or agency which imposes the requirement for relocation or underground should pay the adjusted cost thereof in advance. In the absence of such payment, the Company may recover, within a period of five years, such adjusted cost by means of a surcharge applied upon the bills of all customers whose electric service delivery points are situated within the political subdivision.

RULES AND REGULATIONS (Continued)

19. MEMBER EXTENSIONS (Residential)

Single phase extensions for residential services may extend one span of up to two hundred fifty feet (250) at no charge to the consumer.

There will be an agreement between the Company and the member where the member must pay at least twenty-five percent of the extension costs before work will begin. The remaining balance can be paid in monthly installments not to exceed sixty (60) months. All other provisions of Board Policy 310 must be adhered to.

20. SECONDARY UNDERGROUND

The Company will charge a \$100.00 fee for the cost differential between overhead construction and URD construction.

* See Attached Member Service Fees, Charges and Line Extension Fees.

FARM AND HOME SERVICE
Schedule A

AVAILABILITY

Available for farm and home use through one meter.

TYPE OF SERVICE

Single-phase, 60 cycle, at available secondary voltage.

MONTHLY RATE

Distribution Service:

Customer Charge @ \$24.95 per month

Energy Charge:

All kWh (Effective 6/25/10 and thereafter) @ \$ 0.126 per kWh

MINIMUM MONTHLY CHARGE

The minimum monthly bill shall be the applicable customer charge.

DELAYED PAYMENT PENALTY

The above tariff is net. For any account not paid in full within twenty (20) days of the date of the bill, a five percent (5%) delayed payment penalty will be added to the amount due. The delayed payment penalty will be applied only to the original amount of the bill not paid in full within twenty (20) days of the date of the bill.

PURCHASED POWER ADJUSTMENT

The price for Generation and Transmission Service shall be subject to adjustment for a change in the wholesale rate, including fuel, paid by the Cooperative for purchased power. The following adjustment will apply to all kWh sold:

PPA - Purchased Power Adjustment
Base - Rate Base Cost of Power
CC - Previous Month's Cost of Power
LL - Line Loss for Previous Year
PPA = (CC - Base) x (1 + LL)

RESIDENTIAL
Planned Development Rate
Schedule RPD

AVAILABILITY

Available for residential use through one meter which is within a planned, platted residential community, mobile home park, subdivision or other like property where the minimum number of constructed residential units exceeds 250 units, subject to the established Rules and Regulations.

TYPE OF SERVICE

Single-phase, 60 cycle, at available secondary voltage.

MONTHLY RATE

Distribution Service:

Customer Charge @ \$24.95 per month

Energy Charge:

All kWh (Effective 6/25/10 and thereafter) @ \$ 0.116 per kWh

MINIMUM MONTHLY CHARGE

The minimum monthly bill shall be the applicable customer charge.

DELAYED PAYMENT PENALTY

The above tariff is net. For any account not paid in full within twenty (20) days of the date of the bill, a five percent (5%) delayed payment penalty will be added to the amount due. The delayed payment penalty will be applied only to the original amount of the bill not paid in full within twenty (20) days of the date of the bill.

TERM

The term of this rate is ten (10) years, commencing upon the billing month of the 251st constructed residential unit served as per the availability and applicability designated on this schedule. The term is for the entire planned residential development, not individual residential units. At such time as the term is reached or the planned residential development fails to qualify under the availability designated in this schedule, all units will revert to the Farm and Home Service, Schedule A.

RESIDENTIAL (Continued)
Planned Development Rate
Schedule RPD

PURCHASED POWER ADJUSTMENT

The price for Generation and Transmission Service shall be subject to adjustment for a change in the wholesale rate, including fuel, paid by the Cooperative for purchased power. The following adjustment will apply to all kWh sold:

PPA - Purchased Power Adjustment
Base - Rate Base Cost of Power
CC - Previous Month's Cost of Power
LL - Line Loss for Previous Year
PPA = $(CC - Base) \times (1 + LL)$

COMMERCIAL AND INDUSTRIAL SERVICE

Planned Development Rate
Schedule C & I

AVAILABILITY

Available to all commercial consumers whose load requirements are 50 kVA transformer capacity or greater and used through a single meter and which is within a planned, commercial and/or industrial park with combined capacity exceeding 1 MW, subject to the established Rules and Regulations.

TYPE OF SERVICE

Single-phase or three-phase, 60 cycle, at available secondary voltage

MONTHLY RATE

Distribution Service:

Customer Charge @ \$80.00 per month

Demand Charge @ \$ 6.60 per KW

Energy Charge:

First 200 kWh/kW Delivered @ \$.06800 per kWh

Over 200 kWh/kW Delivered @ \$.05500 per kWh

MINIMUM MONTHLY CHARGE

The minimum monthly bill shall be the following: \$1.00 per kVA of required transformer capacity.

DELAYED PAYMENT PENALTY

The above tariff is net. For any account not paid in full within twenty (20) days of the date of the bill, a five percent (5%) delayed payment penalty will be added to the amount due. The delayed payment penalty will be applied only to the original amount of the bill not paid in full within twenty (20) days of the date of the bill.

DETERMINATION OF BILLING DEMAND

Billing demand shall be the maximum 15-minute kilowatt demand established during the month for which the bill is rendered.

COMMERCIAL AND INDUSTRIAL SERVICE
Planned Development Rate
Schedule C & I

TERM

The term of this rate is five (5) years, commencing upon the commercial and/or industrial park meeting the combined capacity of 1 MW as per the availability designated in this schedule. At such time as the term is reached for the commercial and/or industrial park or it fails to qualify under the availability designated in this schedule, all consumers being billed under this schedule will revert to the Commercial and Industrial Service, Schedule L-P.

PURCHASED POWER ADJUSTMENT

The price for Generation and Transmission Service shall be subject to adjustment for a change in the wholesale rate, including fuel, paid by the Cooperative for purchased power. The following adjustment will apply to all kWh sold:

- PPA - Purchased Power Adjustment
 - Base - Rate Base Cost of Power
 - CC - Previous Month's Cost of Power
 - LL - Line Loss for Previous Year
- $$PPA = (CC \div Base) \times (1 + LL)$$

COMMERCIAL AND SMALL POWER SERVICE
Schedule B

AVAILABILITY

Available to commercial, small power consumers and three-phase farm consumers whose load requirements can be met by transformer capacity not to exceed 49 kVA and through one meter. Service under this schedule is not available to consumers on a temporary basis unless otherwise provided for.

TYPE OF SERVICE

Single-phase or three-phase, 60 cycle, at available secondary voltages.

MONTHLY RATE

Distribution Service:

Customer Charge @ \$24.95 per month

Energy Charge:

All kWh (Effective 6/25/10 and thereafter) @ \$ 0.136 per kWh

MINIMUM MONTHLY CHARGE

The minimum monthly bill shall be the following: The customer charge or \$1.00 per kVA of transformer capacity.

DELAYED PAYMENT PENALTY

The above tariff is net. For any account not paid in full within twenty (20) days of the date of the bill, a five percent (5%) delayed payment penalty will be added to the amount due. The delayed payment penalty will be applied only to the original amount of the bill not paid in full within twenty (20) days of the date of the bill.

PURCHASED POWER ADJUSTMENT

The price for Generation and Transmission Service shall be subject to adjustment for a change in the wholesale rate, including fuel, paid by the Cooperative for purchased power. The following adjustment will apply to all kWh sold:

PPA - Purchased Power Adjustment
 Base - Rate Base Cost of Power
 CC - Previous Month's Cost of Power
 LL - Line Loss for Previous Year
 $PPA = (CC \text{ B Base}) \times (1 + LL)$

COMMERCIAL AND INDUSTRIAL SERVICE
Schedule L-P

AVAILABILITY

Available to all commercial consumers with primary metering or whose load requirements are 50 kVA transformer capacity or greater for use through a single meter.

TYPE OF SERVICE

Single-phase or three-phase, 60 cycle, at available secondary voltage

MONTHLY RATE

Distribution Service:

Customer Charge @ \$80.00 per month

Demand Charge @ \$ 9.00 per KW

Energy Charge:

First 200 kWh/kW Delivered @ \$.06800 per kWh

Over 200 kWh/kW Delivered @ \$.05500 per kWh

MINIMUM MONTHLY CHARGE

The minimum monthly bill shall be the following: \$1.00 per kVA of required transformer capacity.

DELAYED PAYMENT PENALTY

The above tariff is net. For any account not paid in full within twenty (20) days of the date of the bill, a five percent (5%) delayed payment penalty will be added to the amount due. The delayed payment penalty will be applied only to the original amount of the bill not paid in full within twenty (20) days of the date of the bill.

DETERMINATION OF BILLING DEMAND

Billing demand shall be the maximum 15-minute kilowatt demand established during the month for which the bill is rendered.

COMMERCIAL AND INDUSTRIAL SERVICE
Schedule L-P (Continued)

PURCHASED POWER ADJUSTMENT

The price for Generation and Transmission Service shall be subject to adjustment for a change in the wholesale rate, including fuel, paid by the Cooperative for purchased power. The following adjustment will apply to all kWh sold:

- PPA - Purchased Power Adjustment
- Base - Rate Base Cost of Power
- CC - Previous Month's Cost of Power
- LL - Line Loss for Previous Year
- PPA = $(CC \div \text{Base}) \times (1 + LL)$

SECURITY LIGHTING
INDIVIDUAL CONTROLLED STREET LIGHTS

AVAILABILITY

Available in all territory served by the Cooperative subject to the Established Rules and Regulations.

APPLICABILITY

Applicable to all existing mercury vapor (MV) lighting and new or existing high pressure sodium (HPS) or metal halide (MH) lighting.

RATE

Monthly

Per Light Without Pole (MV) 175 watt	@ \$11.75 per month
Per Light With Pole (MV) 175 watt	@ \$15.00 per month
Per Light Without Pole (HPS) 100 watt	@ \$11.75 per month
Per Light With Pole (HPS) 100 watt	@ \$15.00 per month
Per Light With Metal Pole (HPS) 100 watt	@ \$17.50 per month
Per Light Without Pole (MH 250 Watt Floodlight	@ \$17.50 per month
Per Light With Pole (MH) 250 watt Floodlight	@ \$20.75 per month

SECURITY LIGHTING
INDIVIDUAL CONTROLLED STREET LIGHTS
(Continued)

Yearly

Per Light Without Pole (MV) 175 watt	@ \$135.00 per year
Per Light With Pole (MV) 175 watt	@ \$174.00 per year
Per Light Without Pole (HPS) 100 watt	@ \$135.00 per year
Per Light With Pole (HPS) 100 watt	@ \$174.00 per year
Per Light With Metal Pole (HPS) 100 watt	@ \$210.00 per year
Per Light Without Pole (MH 250 Watt Floodlight)	@ \$210.00 per year
Per Light With Pole (MH) 250 watt Floodlight	@ \$249.00 per year

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be equal to the rate as stated above.

DELAYED PAYMENT PENALTY

The above tariff is net. For any account not paid in full within twenty (20) days of the date of the bill, a five percent (5%) delayed payment penalty will be added to the amount due. The delayed payment penalty will be applied only to the original amount of the bill not paid in full within twenty (20) days of the date of the bill.

SECURITY LIGHTING
INDIVIDUAL CONTROLLED STREET LIGHTS
(Continued)

CONDITIONS OF SERVICE

The cooperative will install, furnish electricity, maintain and replace bulbs, standard arm, equipped with a replaceable photocell control unit and an approved reflector. The security light will be mounted on an existing pole at the above rate. If a special pole is needed, the member requesting the service will be charged the cost of installing the pole, or at the election of the cooperative add a charge of \$2.00 per month to the basic monthly rental charge. A contract for three years must be signed.

PURCHASED POWER ADJUSTMENT

The price for Generation and Transmission Service shall be subject to adjustment for a change in the wholesale rate, including fuel, paid by the Cooperative for purchased power. The following adjustment will apply to all kWh sold:

- PPA - Purchased Power Adjustment
- Base - Rate Base Cost of Power
- CC - Previous Month's Cost of Power
- LL - Line Loss for Previous Year
- PPA = $(CC \div Base) \times (1 + LL)$

**WHOLESALE SERVICE
SCHEDULE WHS**

AVAILABILITY

Available in all territory served by the Cooperative subject to the Established Rules and Regulations.

APPLICABILITY

Applicable to consumers for loads of not less than 400 kilowatts provided at the Cooperative's Power Supplier's point of delivery.

TYPE OF SERVICE

Three-phase, 60 cycle, at available voltages.

MONTHLY RATE

Facility charge:	If the Cooperative is required to make a significant investment to provide service, a monthly facility charge may be assessed, at the sole discretion of the cooperative, in addition to the monthly customer charge.
Customer Charge:	\$2,000.00
Kilowatt Demand Charge:	Power Supplier's current charge net per kilowatt.
Reactive Kilovolt-Ampere Charge:	Power Supplier's current charge net per kilovar.
Energy Charge:	Power Supplier's current charge plus \$.025 per kWh net per kWh

MINIMUM MONTHLY CHARGE

The minimum monthly bill shall be \$5,250.00.

DELAYED PAYMENT PENALTY

The above tariff is net. For any account not paid in full within twenty (20) days of the date of the bill, a five percent (5%) delayed payment penalty will be added to the amount due. The delayed payment penalty will be applied only to the original amount of the bill not paid in full within twenty (20) days of the date of the bill.

WHOLESALE SERVICE
SCHEDULE WHS
(Continued)

DETERMINATION OF BILLING DEMAND

Billing Demand shall be as determined by the Cooperative's Power Supplier.

FUEL ADJUSTMENT

Fuel adjustment charges shall be equal to the fuel adjustment charges incurred by the Cooperative for service at the point of delivery.

OTHER CHARGES

All other charges by the Power Supplier to the Cooperative for providing service to the delivery point will be applied as they occur.

MEMBER SERVICE FEES AND CHARGES

Membership Fee (refundable upon discontinuance of service)	\$ 5.00
Application and Connection Fee:	
New Service connection fee	\$ 25.00
Existing service reconnection fee	\$ 15.00
Special request reconnect after hours (additional)	\$ 100.00
Security Deposit (deposit will be waived if member supplies a letter of reference from a previous electric utility showing a history of on time payments.)	1/12 of annualized bill
Reconnect fee for non-pay disconnect:	
During normal business hours	\$ 25.00
After hours	\$ 60.00
Reconnect summer home (within 1 year)	\$ 90.00
Meter reading fee	\$ 10.00
Insufficient Funds Check (returned checks)	as charged by bank
Collection fee	\$ 10.00
Meter test fee (refundable if meter proves inaccurate)	\$ 25.00
Service restoration (Consumer's side of meter caused problem)	\$ 75.00
The following are line extension fees referred to in the Line Extension Policies:	
Single phase line extension	
Residential, seasonal or small commercial	\$ 6.50 per foot
Three phase line extension (including conversions)	\$ 9.50 per foot
Secondary Underground	
(for cost differential between overhead construction and URD construction.)	\$ 100.00

Approved by Board of Directors: May 6, 2010
Effective Billing Date: June 25, 2010

NET METERING SERVICE
Schedule NMSAVAILABILITY

Available to residential and general service members who own and operate an eligible electric generating facility designed to operate in parallel with the Cooperative's system. Members served under this tariff must also take service from the Cooperative under an applicable standard service tariff. The total rated generating capacity of all members served under this tariff shall be limited to three percent (1%) of the Cooperative's single hour peak load during the previous year, of which one-half percent (.5%) is reserved for residential Member-generators.

CONDITIONS OF SERVICE

1. For the purposes of this tariff, an eligible member-generator must meet the definition of "Customer-generator as set forth in the Commission Rules Governing Electric Utility Net Metering Arrangements and Interconnections, 150 C.S.R. 33 ("Net Metering Rules").
2. A Member-generator seeking to interconnect an eligible electric generating facility to the Cooperative's system must submit to the Cooperative's CEO/General Manager a completed Interconnection application, and a one-line diagram showing the configuration of the proposed net metering facility. The Cooperative will provide copies of all applicable forms upon request.
3. An interconnection agreement between the Cooperative and the eligible Member-generator must be executed before the Member-generator facility may be interconnected with the Cooperative's system.
4. All generator equipment and installations must comply with the Cooperative's technical requirements. All generator equipment shall be installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code and state and local codes. All generator equipment and installations shall comply with all applicable safety, performance and power quality standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers and accredited testing laboratories.
5. The Member-generator shall provide the Cooperative proof of qualified installation of the net Member-generator metering facility. Certification by a licensed electrician shall constitute acceptable proof.

NET METERING SERVICE

Schedule NMS

(continued)

6. The Member-generator shall install, operate and maintain the Member-generator facility in accordance with the manufacturer suggested practices for safe, efficient, and reliable operation in parallel with the Cooperative's system.
7. The Cooperative may, at its own discretion, isolate any Member-generator facility if the Cooperative has reason to believe that continued interconnection with the electric generating facility creates or contributes to a system of emergency.
8. The Cooperative may perform reasonable on-site inspections to verify the proper installation and continuing safe operation of the Member-generator facility and the interconnection facilities, at reasonable times and upon reasonable advance notice to the Member-generator.
9. A Member-generator shall maintain general liability insurance providing the following coverage: 1) a Member-generator with a Member-generator facility with a nameplate capacity of up to 50kW shall maintain general liability insurance in the amount of one hundred thousand dollar (\$100,000); 2) a Member-generator with a nameplate capacity of greater than 50kW and up to 500 kW shall maintain general liability insurance in the amount of five hundred thousand dollars (\$500,000); and 3) a Member-generator with a Member-generator facility with a nameplate capacity of greater than 500 kW shall maintain general liability insurance coverage in the amount of one million dollars (\$1,000,000). The Member-generator must submit evidence of such insurance to the Cooperative with the interconnection application. The Cooperative's receipt of evidence of liability insurance does not imply an endorsement of the terms and conditions of the coverage.
10. An eligible Member-generator facility is transferable to other persons or service locations only upon written notification by the Member-generator to the Cooperative and verification by a licensed electrician that the facility is in compliance with all safety and power quality standards. All other conditions of service apply.

NET METERING SERVICE

Schedule NMS

(continued)

METERING

Net energy metering shall be accomplished by (i) using a standard meter capable of measuring the flow of electricity in two (2) directions, or (ii) two separate meters. If offered to other members in the same class as the Member-generator, net energy flows may also be measured by time-of-day at the Member-generator's option by (i) using a standard meter capable of measuring the flow of electricity in two (2) directions by time-of-day, or (ii) two separate meters capable of measuring flows by time-of-day.

If the existing electrical meter installed at the Member-generator facility is not capable of measuring the flow of electricity in two directions and by time-of-day as required above, the Cooperative shall install new metering equipment for the Member-generator at Cooperative's expense. Any subsequent metering equipment change necessitated by the Member-generator shall be paid for by the Member-generator.

If two meters are used to measure energy flows, for each applicable billing period including time-of-day billing periods, the reading of the meter measuring the flow of energy from the Member-generator to the Cooperative shall be subtracted from the reading of the meter measuring the flow of energy from the Cooperative to the Member-generator to obtain a measurement of net kW hours for billing purposes.

MONTHLY CHARGES

Monthly charges shall be calculated using an identical rate structure to the structure that would apply to the member if it were not a Member-generator.

Measurement and Charges. The measurement of net electrical energy supplied or generated will be calculated as follows:

1. The net electrical energy produced or consumed during the billing period shall be measured in accordance with normal metering practices.
2. The Cooperative shall credit a Member-generator for each kW hour produced by an alternative or renewable energy resource installed on the Member-generator side of the electric meter and delivered to the utility's electric distribution system through the Member-generator's electric revenue meter, up to the total amount of electricity delivered by the utility to that member during the billing period.

NET METERING SERVICE

Schedule NMS
(continued)

3. If a Member-generator supplies more electricity to the electric distribution system than the Cooperative delivers to the Member-generator in a given billing period, the excess kW hours shall be carried forward and credited against the Member-generator usage in subsequent periods at the full retail rate. Provided that, if a Member-generator terminates service with the electric utility, the utility is not required to provide compensation to the Member-generator for any outstanding kW hour credits.
4. Rate credits shall not be applied to reduce any fixed monthly minimum bill, customer charge, demand charges or other charges not related to energy consumption.
5. For member-generators involved in virtual meter aggregation programs, a credit shall be applied first to the meter through which the Member-generator facility supplies electricity to the distribution system, and then prorated equally to the remaining meters for the Member-generator's accounts.

EQUIPMENT DESIGN REQUIREMENTS

Data for all major equipment proposed by the Member to satisfy the Technical Requirements must be submitted for review and approval by the Cooperative with the completed interconnection application. To facilitate review and approval, the Cooperative will maintain a list of Pre-Certified Equipment.

The Cooperative's List of Pre-certified equipment is available upon request and contains Pre-certified equipment types, makes, and models of manufactured generating equipment and interconnection system components. This listing is based upon equipment certified by recognized national testing laboratories as suitable for interconnection with a distribution system based upon compliance with IEEE 1547.

The use of equipment that is not pre-certified may delay the Cooperative's review and approval of the Member's design. All interconnection equipment must be approved by the Cooperative prior to being connected to the Cooperative's Distribution system and before parallel operation is allowed.

The interconnection system hardware and software design requirements in the Technical Requirements are intended to assure protection of the Cooperative's Distribution System.

Revised: August 24, 2010

Issued by Authority of Order of the Public Service Commission of West Virginia in General Order No. 258.

Effective: August 30, 2010