

TERMS AND CONDITIONS

XXV. NET METERING CUSTOMERS AND SMALL AGRICULTURAL GENERATORS

A. Applicability and Availability

1. The terms “Net Metering Service,” “Net Metering Customer,” “Agricultural Net Metering Customer,” “Small Agricultural Generator,” “Agricultural Business,” “Customer,” “Person(s),” “Time-of-Use Customer,” “Demand Charge-based Time-of-Use Tariff,” “Time-of-Use Tier,” “Renewable Fuel Generator,” “Small Agricultural Generating Facility,” “Agricultural Renewable Fuel Generator,” “Generator,” and “Contiguous Sites” shall be defined in accordance with Rule 20 VAC 5-315-20. The term “Contiguous Sites” only applies to an Agricultural Net Metering Customer or to a Small Agricultural Generator. In the following paragraphs of this Section XXV, the terms listed below are used in certain situations:

“Customer” is used in the discussion of general topics or where there is no need to differentiate between a Net Metering Customer, an Agricultural Net Metering Customer, or a Small Agricultural Generator;

The term “Generator,” as defined in Rule 20 VAC 5-315-20, is used in this Section XXV only when there is no need to differentiate between a Renewable Fuel Generator, an Agricultural Renewable Fuel Generator, or a Small Agricultural Generating Facility;

“Low-income utility customer” shall be defined in accordance with § 56-576 of the Code of Virginia, which states that “Low-income utility customer” means any person or household whose income is no more than 80 percent of the median income of the locality in which the customer resides. The median income of the locality is determined by the U.S. Department of Housing and Urban Development;

“Renewable energy” shall be defined in accordance with § 56-576 of the Code of Virginia, which states that “Renewable energy” means energy derived from sunlight, wind, falling water, biomass, sustainable or otherwise, (the definitions of which shall be liberally construed), energy from waste, landfill gas, municipal solid waste, wave motion, tides, and geothermal power, and does not include energy derived from coal, oil, natural gas, or nuclear power. “Renewable energy” also includes the proportion of the thermal or electric energy from a facility that results from the co-firing of biomass. “Renewable energy” does not include waste heat from fossil-fired facilities or electricity generated from pumped storage but includes run-of-river generation from a combined pumped-storage and run-of-river facility.

“Time-of-Use Customer” is used only for topics referring specifically to time-of-use.

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2. A Customer, who operates an Agricultural Renewable Fuel Generator, or a Small Agricultural Generator, who operates a Small Agricultural Generating Facility, may elect to interconnect as either a Net Metering Customer or as a Small Agricultural Generator, but not both.

An existing Customer who interconnected an Agricultural Renewable Fuel Generator may elect for the Agricultural Renewable Fuel Generator – if eligible – to become a Small Agricultural Generating Facility; however, once such election is made, the Small Agricultural Generating Facility shall not revert to being an Agricultural Renewable Fuel Generator.

3. Net Metering Service is available to any Net Metering Customer who meets all of the following criteria:
 - a. The Net Metering Customer is served on either a non-time of usage rate schedule or on a Demand Charge-based Time-of-Use Tariff; and
 - b. The Net Metering Customer owns and operates, or contracts with other Persons to own or operate, or both, an electrical generating facility consisting of one or more Renewable Fuel Generators, having an aggregate generation capacity of no more than 25 kilowatts for residential Net Metering Customers and no more than three (3) megawatts for non-residential Net Metering Customers, for the primary purpose of offsetting all or part of the Net Metering Customer’s own requirements for Electricity Supply Service to be provided by the Company or by a Competitive Service Provider (“CSP”); and
 - c. The Net Metering Customer’s maximum capacity for any single Renewable Fuel Generator installation (including the addition of capacity to the Net Metering Customer’s existing Renewable Fuel Generator), interconnected with the Company’s distribution facilities on or after July 1, 2020, shall be limited as follows:
 1. The Net Metering Customer shall be allowed to install a Renewable Fuel Generator, which is capable of generating no more than 150 percent of the Net Metering Customer’s previous 12 months of usage history (or an annualized estimate thereof made using the Company’s existing methodologies), based upon the expected annual output of the Net Metering Customer’s Renewable Fuel Generator.
 2. The Company will work with the Net Metering Customer to ascertain a mutually agreeable maximum capacity with the primary determinant being the Net Metering Customer’s historic or predicted annual consumption.

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- d. The Net Metering Customer, who is served on a time-of-usage rate schedule with no Electricity Supply demand charge, is not eligible to receive Net Metering Service.
4. Net Metering Service is available to any Agricultural Net Metering Customer who meets all of the following criteria:
- a. The Agricultural Net Metering Customer owns and operates, or contracts with other Persons to own or operate, or both, an electrical generating facility consisting of one or more Agricultural Renewable Fuel Generators, having an aggregate generation capacity of not more than 500 kilowatts, as part of an Agricultural Business under a Net Metering Service arrangement; and
 - b. The primary purpose of the Agricultural Renewable Fuel Generator is to offset all or part of the Agricultural Business's own requirements for Electricity Supply Service to be provided by the Company or by a CSP; and
 - c. The Company may serve an Agricultural Net Metering Customer through multiple meters, which may be aggregated into one account and served under the Company's tariff, if such meters are located on separate but Contiguous Sites, as defined in 20 VAC 5-315-20; and
 - d. The Agricultural Net Metering Customer is served on either a non-time of usage rate schedule or on a Demand Charge-based Time-of-Use Tariff; and
 - e. The Agricultural Net Metering Customer, who is served on a time-of-usage rate schedule with no Electricity Supply demand charge, is not eligible to receive Net Metering Service.

Unless otherwise specified in this Section XXV, Agricultural Net Metering Customers are subject to the same provisions as Net Metering Customers.

5. Net Metering Service is available to any Small Agricultural Generator who elects to interconnect a Small Agricultural Generating Facility as a Net Metering Customer, pursuant to the applicable of Paragraph XXV.A.3. or Paragraph XXV.A.4., above.

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6. A Small Agricultural Generator is a Customer who operates a Small Agricultural Generating Facility as part of an Agricultural Business and who meets all of the following criteria:
 - a. The Company may serve a Small Agricultural Generator through multiple Company-owned meters, which may be aggregated into one Company-assigned account and served under the Company's tariff, if such Company-owned meters are located on separate but Contiguous Sites, as defined in Rule 20 VAC 5-315-20. As such, the Small Agricultural Generator may aggregate the electricity consumption measured by the Company-owned meters, solely for the purposes of calculating 150% of the Small Agricultural Generator's expected annual energy consumption, but not for the purpose of billing for Electric Service; and
 - b. A Small Agricultural Generator shall not use more than 25 percent of the land comprising the Contiguous Sites, which are owned and operated by the Small Agricultural Generator's Agricultural Business, for the purposes of the Renewable Fuel Generator. In addition, pursuant to Rule 20 VAC 5-315-20, the Small Agricultural Generator shall be required to provide the Company with a certification, attested to under oath, as to the amount of land being used for the Renewable Fuel Generator; and
 - c. A Small Agricultural Generator shall abide by the small generator interconnection process described in Section XXVI – Electric Generator Interconnections Other Than Net Metering of the Company's filed Terms and Conditions and Rule 20 VAC 5-314. In accordance with this Section XXV and Section XXVI of the Company's filed Terms and Conditions, as well as Rule 20 VAC 5-314, the Small Agricultural Generator shall be responsible for paying to the Company all costs, which are associated with the interconnection of the Small Agricultural Generator's Small Agricultural Generating Facility including, but not limited to, any interconnection or engineering studies that may be required prior to the interconnection. Pursuant to Va. Code § 56-594.2 B, the Small Agricultural Generator shall pay to the Company any necessary additional expenses as required by Va. Code § 56-594.2.

Unless otherwise specified in this Section XXV, Small Agricultural Generators which interconnect the Small Agricultural Generating Facility as an Agricultural Renewable Fuel Generator are subject to the same provisions as Net Metering Customers.

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7. A Renewable Fuel Generator is an electrical generating facility that meets all of the following criteria:
 - a. Consists of one or more electrical generators and uses Renewable energy, as defined by Va. Code § 56-576, as its total fuel source; and
 - b. Is owned and operated by the Net Metering Customer, or is contracted with other Persons to be owned or operated, or both; and
 - c. Is located on the Net Metering Customer's premises; and
 - d. Is interconnected to the Net Metering Customer's wiring on the Net Metering Customer's side of its interconnection with the Company, pursuant to a net metering arrangement, and is operated in parallel with the Company's electric transmission and distribution system.
8. An Agricultural Renewable Fuel Generator is an electrical generating facility that meets all the following criteria:
 - a. Consists of one or more electrical generators and uses Renewable energy from only sunlight, wind, or aerobic or anaerobic digester gas, as its sole fuel source; and
 - b. Is owned and operated by the Agricultural Net Metering Customer, or is contracted with other Persons to be owned or operated, or both; and
 - c. Is located on land that is owned or controlled by the Agricultural Business; and
 - d. Is interconnected to the Agricultural Net Metering Customer's wiring on the Agricultural Net Metering Customer's side of its interconnection with the Company, pursuant to a net metering arrangement, and is operated in parallel with the Company's electric transmission and distribution system; and
 - e. Is used to provide energy primarily to the Agricultural Business' metered accounts.
9. A Small Agricultural Generating Facility is an electrical generating facility that meets all of the following criteria:
 - a. The Small Agricultural Generating Facility is a qualifying small power production facility pursuant to the Public Utility Regulatory Policies Act of 1978 (P.L. 95-617). The Small Agricultural Generating Facility: is designed with the expectation that the electricity generated by it will remain on the Company's distribution system; has a capacity of not more than 1,500 kilowatts; and is sized to not exceed 150 percent of the Small Agricultural Generator's expected annual energy consumption, which is based on the Small Agricultural Generator's (i) previous 12 months of billing history at the service location or (ii) an annualized calculation of billing history if 12 months of billing history is not available.

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- b. The Small Agricultural Generating Facility is separately metered, is located on the Small Agricultural Generator's premises, and is interconnected with and operates in parallel with the Company's distribution system but not the Company's transmission facilities. The Small Agricultural Generating Facility uses only Renewable energy, as defined in Va. Code § 56-576, as its total source of fuel.

B. Company Notification

1. The prospective Customer shall notify the Company prior to starting any construction or installation of the proposed Generator (including the addition of capacity to the Customer's existing Generator) with the Company's distribution facilities. The Company suggests that the prospective Customer provide the Company with such notification as soon as possible and, preferably, before the Customer enters into an agreement to purchase the proposed Generator. Upon the Customer's notification to the Company, as described in this Section XXV.B, the Company will provide the Customer the proposed Generator's maximum capacity limitations and any other suitability requirements, which the Company will need to be completed in advance of the proposed Generator's installation. The prospective Customer's notification to the Company shall include the following:
 - a. An *Agricultural Net Metering or Net Metering Interconnection Notification*, Form NMIN Effective 07-01-2020 ("Notification Form") with Sections 1 through 4 completed; and
 - b. A certificate of insurance or other proof of insurance (as required in Paragraph XXV.I, below); and
 - c. The generating capacity of the proposed Generator.

The Company must approve the prospective Customer's Notification Form prior to the installation of the prospective Customer's new Generator or addition of capacity to the Customer's existing Generator.

2. If the prospective Customer has contracted with another Person to own or operate, or both, the Generator, the notice will include detailed, current and accurate contact information for the owner or operator, or both including without limitation, the name and title of one or more individuals responsible for the interconnection and operation of the Generator, a telephone number, a physical street address other than a post office box, a fax number, and an e-mail address for each such Person or Persons.

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3. The Notification Form should be completed and submitted per the following instructions:
 - a. The online Notification Form may be completed online at <https://dominion-energy.secure.force.com/NMIN/>; or
 - b. The completed paper Notification Form (attached to this Section XXV as Attachment 1) may be sent to the following address:

Dominion Energy Virginia
Net Metering
600 E. Canal Street, 11th Floor
Richmond, VA 23219;

The completed Notification Form may also be scanned and sent by e-mail in pdf format to net.metering@dominionenergy.com.

The Company's Internet web page also provides information relative to Net Metering: <https://www.dominionenergy.com/home-and-small-business/renewable-energy-programs/net-metering>

4. The Company shall have 30 days from the date of notification for a prospective residential Net Metering Customer and 60 days from the date of notification for a prospective nonresidential Customer to determine whether the requirements contained in Paragraphs XXV.C and XXV.D, if applicable, have been met. The date of notification shall be considered to be the third day following the mailing of the Notification Form by the prospective Customer to the Company.
5. The Customer shall verify with the Company that all requirements for interconnection have been met once the Generator is installed.
6. The prospective Customer may interconnect the Generator and begin operation in accordance with the following time limits:
 - a. Thirty-one days after the date of notification in accordance with Paragraph XXV.B.4., above, for a prospective residential Customer, unless the Company requests a waiver of this requirement from the Commission prior to the 31st day; or
 - b. Sixty-one days after the date of notification in accordance with Paragraph XXV.B.4., above, for a prospective nonresidential Customer, unless the Company requests a waiver of this requirement from the Commission prior to the 61st day.

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7. In cases where the Company requests a waiver, a copy of the request for a waiver will be mailed simultaneously to the prospective Customer and to the Commission's Division of Public Utility Regulation.

C. Conditions of Interconnection for all Customers

1. A prospective Customer may begin operation of the Customer's Generator on an interconnected basis when:
 - a. The Customer has properly notified the Company of the Customer's intent to install and interconnect a new Generator (including the addition of capacity to the Customer's existing Generator) in accordance with Paragraph XXV.B, above; and the Company has not requested a waiver pursuant to the applicable of Paragraph XXV.B.6.a. or Paragraph XXV.B.6.b., above; and the Company has approved Sections 1 through 4 of the Customer's Notification Form; and
 - b. The Customer has installed all equipment necessary to complete the interconnection, including but not limited to a lockable, Company accessible load breaking manual disconnect switch on each Generator to disconnect the Generator; and
 - c. The Customer has demonstrated to the Company, by re-submitting the Notification Form with Section 5 completed, that the licensed electrician who installed the Customer's Generator has certified, by signing the Notification Form, (i) that any required manual disconnect switch on each Generator has been installed properly and (ii) that such Generator has been installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code. If the Customer or a licensed Virginia Class A or B general contractor installed the Customer's Generator, the signed final electrical inspection for each Generator can be used in lieu of the licensed electrician's certification; and
 - d. The vendor has certified, by signing the Notification Form, that each Generator being installed is in compliance with the requirements established by Underwriters Laboratories, or other national laboratories in accordance with IEEE Standard 1547, Standard for Interconnecting Distributed Resources With Electric Power Systems, July 2003; and
 - e. In the case of static inverter-connected Generators with an alternating current capacity in excess of 10 kilowatts, the Customer has had the inverter settings inspected by the Company. The Company shall impose a fee of \$50 for each Generator requiring such inspection; and

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- f. In the case of non-static inverter-connected Generators, the Customer has interconnected each Generator according to the Company's interconnection guidelines and the Company has inspected all protective equipment settings. The Company shall impose a fee of \$50 for each Generator requiring such inspection.
 2. A Customer shall not be allowed to interconnect a Generator if doing so will cause the total alternating current capacity of all interconnected net metering Generators within the Company's Virginia service territory to exceed six (6) percent, in the aggregate, five (5) percent which is available to all Customers and one (1) percent which is available only to Low-income utility customers, of the Company's Virginia adjusted peak-load forecast for the previous year. If a Customer's proposed installation results in exceeding the limitation described above, the Company will notify the Customer and the Commission's Division of Public Utility Regulation that the interconnection will not be allowed. Upon request by the Customer, the Company will provide to the Customer the amount of capacity still available for interconnection.
 3. The Customer shall immediately notify the Company of any changes in the ownership of, operational responsibility for, or contact information for any of the Customer's Generators.
- D. Additional Conditions of Interconnection for Customers

The following requirements, in addition to Paragraph XXV.C, above, must be met before interconnection may occur:

1. Electric Distribution Facilities and Customer Impact Limitations: A Generator shall not be permitted to interconnect to the Company's distribution facilities if the interconnection reasonably would lead to damage to any of the Company's facilities or reasonably would lead to voltage regulation or power quality problems at other customer revenue meters due to the incremental effect of the Generator on the performance of the Company's electric distribution system, unless the Customer reimburses the Company for the Company's cost to accommodate the interconnection, including the reasonable cost of equipment required for the interconnection.
2. Secondary Service and Service Entrance Limitations: The capacity of the Generators at any one service location shall be less than the capacity of the Company-owned secondary service and service entrance cable connected to the point of interconnection, unless the Customer reimburses the Company for the Company's reasonable cost of equipment required for the interconnection.

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3. **Transformer Loading Limitations:** The Generator shall not have the ability to overload the Company's transformer, or any transformer winding, beyond manufacturer or nameplate ratings, unless the Customer reimburses the Company for the Company's reasonable cost of equipment required for the interconnection.
4. **Integration with Company Facilities Grounding:** The grounding scheme of each Generator shall be consistent with the Company's grounding scheme and shall comply with IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems, July 2003. Upon the Customer's request, the Company shall assist the Customer in selecting a grounding scheme that coordinates with the Company's distribution system.
5. **Balance Limitation:** The Generator shall not create a voltage imbalance of more than 3.0% at any other customer's revenue meter if the Company's transformer, with the secondary connected to the point of interconnection, is a three-phase transformer, unless the Customer reimburses the Company for the Company's reasonable cost of equipment required for the interconnection.

E. Metering

1. **General**
Net metered energy shall be measured in accordance with standard metering practices by metering equipment capable of measuring (but not necessarily displaying) power flow in both directions.
2. **Off-site Metering Requested by the Customer**
When the Customer requests metering equipment which is intended to be read off-site and the Company would not have normally provided such off-site metering, the Company will charge the Customer the actual cost of the meter installation.
3. **Time-of-Use Metering**
The Time-of-Use Customer shall pay the Company's incremental metering costs associated with Net Metering Service.
4. **Metering for Renewable Energy Certificates**
In the event the Customer requests that metering equipment be installed to measure the total output of the Renewable Fuel Generator for the purposes of having the Company purchase the Customer's Renewable Energy Certificates, in accordance with Paragraph XXV.H, below, the Company shall install the appropriate metering equipment and the Customer shall pay to the Company the Company's incremental metering costs associated with such metering equipment.

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5. Metering for Agricultural Net Metering Customers

- a. In accordance with Rule 20 VAC 5-315-20, the Agricultural Net Metering Customer may request that the Company provide Electric Service under one account to multiple meters that (i) serve the Agricultural Net Metering Customer and (ii) are located at separate but Contiguous Sites (“the Agricultural Net Metering Customer’s One Account”). The Company will bill the Agricultural Net Metering Customer’s One Account on the appropriate, applicable Rate Schedule (“Agricultural Net Metering Customer’s Rate Schedule”).
- b. If one or more – but not all – of the multiple meters, to be included in the Agricultural Net Metering Customer’s One Account measures demand, all such meters must measure demand when (i) the Agricultural Net Metering Customer’s Rate Schedule includes a demand charge and/or (ii) any determination of demand provision in the Agricultural Net Metering Customer’s Rate Schedule applies to the anticipated demand and/or anticipated kilowatt-hours to be billed on the Agricultural Net Metering Customer’s One Account. Accordingly, the Company shall exchange each such meter that measures only kilowatt-hour usage with a meter capable of measuring demand.
- c. The Agricultural Net Metering Customer shall pay to the Company the Company’s incremental cost associated with each such meter exchange, as described in Paragraph XXV.E.5.b., above.
- d. For purposes of applying any appropriate Excess Facilities Charge percentage pursuant to Section IV – Service Connections, Paragraph IV.E.3 or Paragraph IV.E.4, of the Company’s Terms and Conditions to the Agricultural Net Metering Customer’s One Account, the definition of Contiguous Sites pursuant to Rule 20 VAC 5-315-20 shall be used.

6. Metering for Small Agricultural Generators

- a. Pursuant to Rule 20 VAC 5-315-20, the Small Agricultural Generator may request that the Company provide Electric Service under one Company-assigned account to multiple Company-owned meters that (i) serve the Small Agricultural Generator and (ii) are located at separate but Contiguous Sites (“the Small Agricultural Generator’s One Account”). The Company will bill the Small Agricultural Generator’s One Account on the appropriate, applicable Rate Schedule (“Small Agricultural Generator’s Rate Schedule”).

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- b. If one or more – but not all – of the Company-owned multiple meters, to be included in the Small Agricultural Generator’s One Account measures demand, all such meters must measure demand when (i) the Small Agricultural Generator Rate Schedule includes a demand charge and/or (ii) any determination of demand provision in the Small Agricultural Generator’s Rate Schedule applies to the anticipated demand and/or anticipated kilowatt-hours to be billed on the Small Agricultural Generator’s One Account. Accordingly, the Company shall exchange each such Company-owned meter that measures only kilowatt-hour usage with a Company-owned meter capable of measuring demand.
- c. The Small Agricultural Generator shall pay to the Company the Company’s incremental cost associated with each such meter exchange, as described in Paragraph XXV.E.6.b., above.
- d. For purposes of applying any appropriate Excess Facilities Charge percentage pursuant to Section IV – Service Connections, Paragraph IV.E.3 or Paragraph IV.E.4, of the Company’s Terms and Conditions to the Small Agricultural Generator’s One Account, the definition of Contiguous Sites pursuant to Rule 20 VAC 5-315-20 shall be used.

F. Net Metering Billing and Payment Considerations

1. Definitions used in this section:

- a. “Net Metering Period” – each successive 12-month period beginning with the first meter reading date following the date of final interconnection of the Generator with the Company.
- b. “Excess Generation” – the amount by which electricity generated by the Generator exceeds electricity consumed by the Customer for the Net Metering Period.

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2. Compensation for Excess Generation
 - a. If the Customer purchases Electricity Supply Service from the Company, and the Customer has Excess Generation during a Net Metering Period, the Customer will receive no compensation from the Company unless the Customer enters into a power purchase agreement, as may be revised from time to time, with the Company.
 - b. If the Company provides the Customer Electricity Supply Service, the Company shall enter into a power purchase agreement for the Customer's Excess Generation, upon the written request of the Customer.
3. The power purchase agreement shall meet the following criteria:
 - a. The power purchase agreement shall be consistent with Rule 20 VAC 5-315-50;
 - b. The Customer shall submit the written request for a power purchase agreement to the Company prior to the beginning of the Customer's first Net Metering Period covered by the power purchase agreement;
 - c. The Company shall purchase the Customer's Excess Generation for the Net Metering Period(s) under the power purchase agreement at a price equal to the PJM Interconnection, L.L.C. (PJM) DOMZONE day-ahead annual, simple average LMP (locational marginal price), as published by the PJM Market Monitoring Unit, for the most recent calendar year ending on or before the end of each Net Metering Period;
 - d. The price, as referenced in Paragraph XXV.F.3.c., above, shall remain in effect unless, after notice and opportunity for hearing, the Commission establishes a different price or pricing methodology.
4. The Company shall credit the Customer's account annually for the Excess Generation during the Net Metering Period within 30 days following the latter of the following:
 - a. The end of the Net Metering Period; or
 - b. The date of the PJM Market Monitoring Unit's publication of the previous calendar-year's PJM DOMZONE day-ahead annual, simple average LMP (locational marginal price). The Customer may choose to receive a direct payment in lieu of an account credit.

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5. If electricity generated by the Customer and fed back to the electric grid exceeds the electricity supplied to the Customer by the Company or a CSP during any Billing Period (“Billing Period Credit”), the Customer will pay only the Company’s non-usage sensitive charges, including any applicable standby charges, for that Billing Period. If a Time-of-Use Customer has Billing Period Credits in all Time-of-Use Tiers, during any Billing Period, the Time-of-Use Customer will pay only the Company’s demand charge(s), non-usage sensitive charges, and any applicable standby charges for that Billing Period.
6. Billing Period Credits will be accumulated, carried forward and applied at the first opportunity to any billing periods having positive net consumption (by Time-of-Use Tiers in the case of a Time-of-Use Customer). However, any accumulated Billing Period Credits remaining unused at the end of a Net Metering Period shall be carried forward into the next Net Metering Period only to the extent that such accumulated Billing Period Credits carried forward do not exceed the Customer’s billed consumption for the current Net Metering Period, adjusted to exclude accumulated Billing Period Credits carried forward and applied from the previous Net Metering Period (recognizing Time-of-Use Tiers for a Time-of-Use Customer).

G. Small Agricultural Generator Billing and Payment Considerations

1. The Small Agricultural Generator electing to interconnect to the Company’s distribution system as a Small Agricultural Generator – as opposed to an Agricultural Net Metering Customer - shall enter into a power purchase agreement with the Company for the purchase, by the Company, of the electricity generated by the Small Agricultural Generating Facility.
2. Under the power purchase agreement, the Company will pay the Small Agricultural Generator a price that is mutually agreed upon by the Company and the Small Agricultural Generator but not less than Company’s Rate Schedule 19 - Power Purchases from Cogeneration and Small Power Production Qualifying Facilities approved as the Company’s avoided cost tariff for energy and capacity.

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H. Renewable Energy Certificates

1. General

The Customer owns any Renewable Energy Certificate (“REC” or “RECs”), associated with the total output of the Generator.

2. Company’s Obligation to Purchase the Customer’s RECs

The Company is obligated to purchase the Customer’s RECs only when both of the following occur:

- a. The Customer signs a power purchase agreement with the Company;
- b. At the time the power purchase agreement is signed – the Customer exercises Customer’s one-time option to include a provision in the power purchase agreement that requires the Company to purchase all generated RECs over the duration of the power purchase agreement.

3. Company Payment for the Customer’s REC

- a. When the Company is obligated to purchase the Customer’s RECs and where the Customer has not requested the Company to meter the total output of the Generator, the Company will purchase the RECs associated with the Excess Generation purchased in accordance with the power purchase agreement.
- b. When the Company is obligated to purchase the Customer’s RECs and where the Customer has requested the Company to meter the total output of the Generator, the Company will purchase the RECs associated with the total generation over the Net Metering Period, in accordance with the power purchase agreement.
- c. For each REC the Company is obligated to purchase from the Customer during the Net Metering Period, in accordance with the power purchase agreement, the Company will make payment to the Customer for all whole RECs at the same time that the Company pays the Customer for any Excess Generation.
- d. The Company will post a credit to the Customer’s account. In lieu of a credit, the Customer may request a direct payment.

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- e. The Company will not make an immediate payment to the Customer for any remaining fractional REC. Such fractional REC may be carried forward to subsequent Net Metering Periods for the duration of the power purchase agreement.
4. Rate to be Paid for Customer's RECs
For each whole REC that the Company is obligated to purchase from the Customer, the Company will pay the Customer the daily unweighted average for the CR component, as described in Paragraph IV of the Company's Rider G – Renewable Energy Program, which applies during the time period for which Excess Generation is determined.
 5. Registration and Tracking of RECs

The Customer agrees to all of the following criteria regarding the registration and tracking of RECs:
 - a. The Customer shall be solely responsible for registering the Generator in the PJM Environmental Information Services ("EIS") Generation Attribute Tracking System ("GATS") and with any PJM state renewable energy programs under which the Generator qualifies, as determined by the Company: and
 - b. The Customer shall use reasonable efforts to maintain the registration of the Generator with GATS and the state programs; and
 - c. The Customer shall take any other reasonable actions to maintain the validity of the RECs for compliance purposes and to avoid revocation of any of the RECs for a period of five (5) years from the delivery dates.
 6. Small Agricultural Generators who own RECs or other environmental attributes, which were created by the generation of renewable energy from the Small Agricultural Generating Facility, shall have the rights pursuant to this Paragraph XXV.H., and Rule 20 VAC 5-315-50.

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I. Liability insurance

1. A Customer with a Generator with an alternating current capacity not exceeding 10 kilowatts shall maintain homeowners, commercial or other insurance providing coverage of at least \$100,000 for the liability of the insured against loss arising out of the use of a Generator, and for a Generator with an alternating current capacity exceeding 10 kilowatts the coverage shall be in the amount of at least \$300,000.
2. Customers are not required to purchase additional liability insurance where the Customer's existing insurance policy provides coverage against loss arising out of the use of a Generator by virtue of not explicitly excluding coverage for such loss.

J. Additional Controls and Tests

A Customer's Generator shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories. Beyond the requirements set forth in this Section XXV, and to insure public safety, power quality, and reliability of the Company's electric distribution system, the Customer whose Generator meets those standards and rules shall bear all reasonable costs of equipment required for the interconnection to the Company's electric distribution system, including costs, if any, to (i) install additional controls and (ii) perform additional tests.

(Continued)

**AGRICULTURAL NET METERING OR
NET METERING INTERCONNECTION NOTIFICATION**

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

Customers shall initially complete Sections 1-4 and submit to the utility for review and approval prior to starting any construction or installation of the facility. Once the utility approves Sections 1-4, the customer may commence and complete installation of the facility. Upon completion of the installation, the customer shall resubmit the form with Section 5 completed.

Section 1. Applicant Information Check All That Apply:

Ag Net Metering; Power Purchase Agreement.

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number(s): _____

Fax Number: _____ Email : _____

Distribution Utility: _____

Distribution Utility Account Number(s): _____

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

ESP Account Number (if applicable): _____

Proposed Interconnection Date: _____

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

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

Business Relationship to Applicant: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number(s): _____

Fax Number: _____ Email: _____

Street Address of Generating Unit: _____

City: _____ State: _____ Zip Code: _____

Fuel Type: _____

Generator Manufacturer and Model: _____

Rated Capacity in kilowatts: AC: _____ DC: _____

Inverter Manufacturer and Model: _____

Battery Backup (circle one): Yes No

Section 3. Information for Facilities

Generator Type (circle one): Inverter Induction Synchronous
Frequency: _____ Hz; Number of phases (circle one): One Three
Rated Capacity: DC _____ kW; AC apparent _____ kVA; AC real _____ kW;
Power factor _____%; AC voltage _____; AC amperage _____
Facility schematic and equipment layout must be attached to this form.

Section 4. Vendor Certification

The system hardware is listed by Underwriters Laboratories to be in compliance with UL 1741.
Signed (Vendor): _____ Date: _____
Name (printed): _____ Phone Number: _____
Company: _____
Email: _____

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

The system has been installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code.
Signed (Licensed Electrician): _____ Date: _____
Name (printed): _____
License Number: _____ Phone Number: _____
Mail Address: _____
City: _____ State: _____ Zip Code: _____

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

Signed (Utility Representative): _____ Date: _____

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

Signature of Applicant: _____ Date: _____