# NORTHERN VIRGINIA ELECTRIC COOPERATIVE EXCESS FACILITIES SCHEDULE EF-1

#### I. AVAILABILITY

Available throughout the service territory of the Cooperative, subject to the Terms and Conditions of the Cooperative filed with the State Corporation Commission of Virginia.

# II. <u>APPLICABILITY</u>

The provisions of this schedule are applicable whenever Excess Facilities are provided as described herein. This schedule is not applicable to consumers served under Schedule HV-1.

## . III. <u>CONDITIONS</u>

Whenever a Customer requests the Cooperative to supply electricity in a manner that requires equipment and facilities in excess of those which the Cooperative would normally provide and the Cooperative finds it practicable, such equipment and facilities will be Excess Facilities and may be provided under the following conditions:

- A. Electricity will be provided only to a single Customer, served at one or more bona fide permanent delivery points in such a manner that all facilities are located on a contiguous property owned or leased by the Customer.
- B. All standard utility plant facilities supplied shall be of a kind and type of transmission or distribution line or substation equipment normally used by or acceptable to the Cooperative, and shall be installed in a place and manner satisfactory to the Cooperative. All other facilities supplied shall be of the type and kind approved by the Cooperative. All equipment furnished and installed by the Cooperative shall be the property of the Cooperative and shall be accessible to and maintained only by the Cooperative and its authorized representatives.
- C. Whenever a Customer requests the Cooperative to furnish an alternative source of supply that the Cooperative would not normally furnish, the Excess Facilities charge for the alternative supply facilities shall be calculated as provided for under IV. When the facilities used to provide alternate service to a Customer are also used to serve other Customers, the cost of such facilities shall be included in the calculation of the Excess Facilities charge only in the proportion that the capacity reserved for alternate service to the Customer bears to the operating capacity of such facilities.

# III. CONDITIONS (CONT.)

- D. The Cooperative shall not be required to make such installations of Excess Facilities until the Customer has signed such agreements and fulfilled such other conditions as may be required by the Cooperative.
- E. The Cooperative may change facilities at its convenience so long as equivalent service is rendered and the charge to the Customer is unaffected. Upon request of the Customer due to a change in the Customer's requirements, the Cooperative will change or remove Excess Facilities, provided that the estimated new installed cost of any additions, or if applicable, the cost of removal less any salvage value of any removed Excess Facilities, shall be added to the original cost used in the calculations under IV.
- F. When the estimated cost of Excess Facilities exceeds the Customer's estimated annual electric billing, the Cooperative will require financial security in the form of a surety bond, a certificate of deposit, or an irrevocable letter of credit, or will require billing under IV. (B).

### IV. RATE

A. The Customer will pay (1) a one-time charge for Excess Facilities equal to the estimated new installed cost of all Excess Facilities provided by the Cooperative; plus (2) a monthly charge for Excess Facilities equal to the specified percent based on the type of Excess Facility as shown below times the estimated new installed cost of all Excess Facilities provided by the Cooperative:

# Type of Excess Facility

Standard Utility Plant (Normal Depreciation)	0.89%
Non-Standard Utility Plant (I0-yr Depreciation)	1.20%
Non-Standard Utility Plant (5-yr Depreciation)	1.65%

B. As an alternative to A above at the discretion of the Cooperative, the Customer may pay the Cooperative a monthly charge for Excess Facilities equal to the specified percent based on the type of Excess Facility as shown below times the estimated new installed cost of all Excess Facilities provided by the Cooperative:

#### Type of Excess Facility

Standard Utility Plant (Normal Depreciation)	1.40%
Non-Standard Utility Plant (10-yr Depreciation)	2.30%
Non-Standard Utility Plant (5-yr Depreciation)	3.63%

# V. <u>TERM OF CONTRACT</u>

As mutually agreed upon and specified in a written contract, but normally not less than ten (10) years.