

RAPPAHANNOCK ELECTRIC COOPERATIVE  
Fredericksburg, Virginia

VOLUNTARY NEW OR EXPANDING LOAD RATE  
RIDER NEL

I. APPLICABILITY AND AVAILABILITY

A. Service under this Rider is intended for specific types of commercial and industrial customers. This Rider is applicable only to Load, as defined in Paragraph I.A.2 or I.A.3, of Customers within the Cooperative's service area which meet the following requirements:

1. The Customer has elected to receive both Electric Supply Service and Electric Delivery Service from the Cooperative. The Customer's Electric Supply Service must be provided by Old Dominion Electric Cooperative ("ODEC"). Customer is or would be served under Schedule HD-1 or LP-3 or any large power industrial schedule (successor or otherwise) as determined by the Cooperative for the Load at the facility being served (the Facility) under this Rider, and

2. The Customer's New or Expanded Load ("EDR Load") will result in either:

a. The addition of no fewer than 25 additional permanent, full-time equivalent employees with a capital investment of no less than \$250,000, at the facility being served under this Rider

or

b. The new or expanded Facility will result in capital investment of no less than \$500,000 at the facility being served under this Rider.

3. The Customer provides a fully executed interconnection agreement and supporting application materials, demonstrating, as Cooperative reasonably determines, that the facilities support new load exceeding 25 MW, and that the load is expected to ultimately exceed 25 MW ("MBR Load").

B. Transferability. A change in ownership of an existing Facility, which at the time of the ownership change is being served under this Rider, does not negate the Rider. The new owner may complete the balance of service under this Rider if the following conditions are met: (1) the new Customer contracts for both Electric Supply Service and Electric Delivery Service from Cooperative<sup>1</sup>, and (2) such contract's term is for, at a minimum, the original Customer's initial term of service. This Rider is not applicable to a new Customer which is the result of a change in ownership of an existing Facility which, at the time of the change in ownership, was not being served under this Rider. Also, this Rider is not applicable to load shifted from one facility or Delivery Point within the Cooperative's service territory to

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<sup>1</sup> Such contract shall include a Service Agreement associated with this Rider.

another within the Cooperative's service territory, nor is it applicable for renewal of service following interruptions including but not limited to equipment failure, temporary plant shutdown, strike, or economic conditions.

- C. Service under this Rider will become effective at the time when the Facility is fully operational (the Operational Date) as designated by the Customer but in no case more than twenty-four (24) months from the Effective Date of the Service Agreement.
- D. Service under this Rider will be dependent upon the Customer and the Cooperative executing a Service Agreement which will:

In the case of EDR Load:

- 1. provide information regarding the number of full-time employees and capital investment that will be a direct result of the Customer's addition of New or Expanded Load, and
- 2. affirm, by means of a signed affidavit, that this Rider was instrumental in the Customer's decision to locate or expand its Facility in the Cooperative's service territory, and
- 3. provide details surrounding the payment terms for the monthly discount.

or

In the case of MBR Load:

- 1. provide details surrounding the billing and credit provisions required of the Customer.
- E. At the discretion of the Cooperative, if the Customer is no longer served under the same Schedule as detailed in the Service Agreement for any portion of the EDR or MBR Load, the NEL Rider may no longer be applicable for such portion.
- F. At the discretion of the Cooperative, Service under this Rider may be terminated in the event the Customer violates any provision of this Rider or the Service Agreement during the term of service, at which time the discounts and/or rates will no longer be applicable.

II. NEW OR EXPANDED LOAD

- A. New or Expanded Load (“EDR”) is defined as a new, permanent load addition at the Customer’s Facility that is a result of one of the following:
1. Expansion of the Customer’s existing Facility, or
  2. Development of a new Facility not previously served by the Cooperative.
  3. The Customer’s New or Expanded Load applicable to this Rider shall maintain a monthly non-coincident peak of at least 1,000 kW but no more than 25MW.
- B. To qualify as MBR Load the Customer must provide a fully executed interconnection agreement and supporting application materials, demonstrating, as Cooperative reasonably determines, that the facilities support new load exceeding 25 MW, and that the load is expected to ultimately exceed 25 MW. The Customer must also sign and remain in compliance with the Service Agreement.
- C. The Customer’s New or Expanded Load will be metered separately. Any additional metering equipment, as reasonably determined by the Cooperative, shall be installed at the Customer’s expense unless otherwise negotiated between the Customer and the Cooperative.

III. DETERMINATION OF THE APPLICABLE DISCOUNTS AND RATES

A. EDR Load up to 25 MW

In accordance with the Customer’s Service Agreement, the Customer’s Remaining Owned Capacity Service (“ROCS”) demand charge, associated with their applicable Schedule and applied to the Customer’s EDR Load. The discounted percentage rate will be calculated by applying the following discounts to the ROCS demand billing determinants:

<u>Service Year</u>	<u>Discount</u>
1	80%
2	70%
3	60%
4	30%
5	10%
6 and after	0%

B. MBR Load- 25 MW and greater

Beginning from the Operational Date and for the appropriate months of service under this Rider, the Customer’s MBR Load will be subject to market- based rates which shall include wholesale market prices for energy, capacity, transmission, and ancillary services. Additionally, the Customer will be required to pay an administrative fee and a market access charge included to cover costs to serve the MBR Load.

#### IV. TERM OF SERVICE AGREEMENT

The term of the service agreement shall be such as may be mutually agreed upon, but for EDR Load not less than five (5) years. In the event of early termination, the Customer will be required to reimburse the Cooperative for any costs incurred to provide service to the EDR or MBR Load that are unrecoverable by such early termination. If either or both of the terms related to discounts for EDR Load or MBR Load rates are superseded by subsequent arrangements with the Cooperative's primary wholesale power supplier, the subsequent arrangement shall apply. Modifications to any of the above criteria will be reviewed and evaluated by the Cooperative on a case-by-case basis. The Cooperative reserves the right to limit additional customer participation subject to existing customer participation and Customer's provider of Electric Supply Service.