

Rappahannock Electric Cooperative
Electric – Competitive Service Provider Coordination Tariff

RAPPAHANNOCK ELECTRIC COOPERATIVE

**COMPETITIVE SERVICE PROVIDER
COORDINATION TARIFF**

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- Attachment A – Competitive Service Provider Agreement
- Attachment B – Trading Partner Agreement
- Attachment C – Dispute Resolution Procedure
- Attachment D – Aggregator Agreement

1.0 PURPOSE

1.1 Retail Competition

Pursuant to and in accordance with § 56-577.A of the Virginia Electric Utility Regulation Act, Virginia Code §§ 56-576 *et seq.* (the “Act”), Retail Customers of electric energy within the Commonwealth are permitted to purchase energy from certain suppliers of electric energy licensed to sell retail electric energy within the Commonwealth during and after the period of transition to retail competition.

1.2 Electricity Reregulation in Virginia

Pursuant to § 56-577.A of the Virginia Electric Utility Regulation Act, the following are permitted to purchase electric energy from a licensed Competitive Service Provider of electric energy: (i) electricity Customers whose demand during the most recent calendar year exceeded five megawatts but did not exceed one percent of the Cooperative’s peak load during the most recent calendar year (unless such Customer had non-coincident peak demand in excess of 90 megawatts in calendar year 2006 or any year thereafter); and (ii) two or more individual nonresidential Retail Customers that aggregate demand to exceed five megawatts to become qualified to purchase electric energy from a Competitive Service Provider and that petition and receive from the Virginia State Corporation Commission approval to combine or aggregate their demand. In addition, individual Retail Customers, regardless of Customer class, may purchase Electricity Supply Service provided 100 percent from renewable energy from a Competitive Service Provider if the Cooperative does not offer an approved tariff for electric energy provided 100 percent from renewable energy.

2.0 DEFINITIONS

Aggregator - An entity licensed by the State Corporation Commission that, as an agent or intermediary, (i) offers to purchase, or purchases, Electricity Supply Service or (ii) offers to arrange for, or arranges for, the purchase of Electricity Supply Service for sale to, or on behalf of, two or more Customers not controlled by or under common control with such entity.

Account - An entity to hold all financial transactions for which bills are created. At least one account is created for every Customer. A Customer may have multiple accounts.

Agreements – All applicable agreements executed by the Competitive Service Provider and the Cooperative including, but not limited to the Competitive Service Provider Agreement, and the Trading Partner Agreement.

Business Day - Any calendar day or computer processing day in the Eastern United States time zone in which the general office of the Cooperative is open for business with the public.

Commission - The Virginia State Corporation Commission.

Competitive Energy Service - The retail sale of Electricity Supply Service or any other competitive service as provided by legislation and approved by the State Corporation Commission as part of retail access by an entity other than the Cooperative as a regulated utility, including such services provided to retail Customers by aggregators.

Competitive Service Provider (CSP) - A person, licensed by the State Corporation Commission, that sells or offers to sell a Competitive Energy Service within the Commonwealth. This term includes affiliated Competitive Service Providers and Aggregators, but does not include a party that supplies electricity or natural gas, or both, exclusively for its own consumption or the consumption of one or more of its affiliates.

Competitive Service Provider Agreement – The primary service agreement governing the Cooperative’s relationship with the Competitive Service Provider.

Competitive Service Provider Fees - Any charge for those services provided by the Cooperative to the Competitive Service Provider as identified in this Tariff, the Agreements and any addenda thereto.

Cooperative - Rappahannock Electric Cooperative.

Coordination Services – Those services that permit the type of interface and coordination between the Competitive Service Provider and the Cooperative in connection with the delivery of Electricity Supply Service by a Competitive Service Provider to Retail Customers located in the Cooperative’s service territory.

Distribution Facilities – Those electric facilities owned by the Cooperative that are used to deliver electricity to Customers, up through and including the point of physical connection with electric facilities owned by the Customer.

Electronic Data Interchange (EDI) – The computer to computer exchange of business information using common standards for high volume electronic transactions.

Electric Distribution Service - The delivery of electricity through the Cooperative’s Distribution Facilities to a Customer who purchases his Electricity Supply Service from either a Competitive Service Provider or the Cooperative.

Electricity Supply Service - The generation of electricity, or when provided together, the generation of electricity and its transmission to the Distribution Facilities of the Cooperative on behalf of a Retail Customer.

Enrollment Request - Electronic notification sent to the Cooperative from a Competitive Service Provider that a Customer has selected that Competitive Service Provider for purposes of purchasing Electricity Supply Service.

FERC - Federal Energy Regulatory Commission.

Force Majeure – Has the meaning set forth in Section 20 of this Tariff.

FPA – Federal Power Act.

Load Profile – An estimation of the electric usage patterns of Retail Customers (hourly kW loads) for Customers not having the interval data metering necessary to produce the actual representation of the total kWh consumed by them over a period of time.

Open Access Transmission Tariff (OATT) – The Transmission Provider's open access transmission tariff as filed with the FERC under FERC Order No. 888, as amended.

PJM – PJM Interconnection, LLC.

Rate Schedules – The Cooperative's retail rate schedules applicable to Customers purchasing Electric Distribution Service and/or Electricity Supply Service.

Retail Access - The opportunity for a Retail Customer in the Commonwealth to purchase a Competitive Energy Service from a licensed Competitive Service Provider seeking to sell such services to that Customer.

Retail Customer or Customer – An entity that purchases Electricity Supply Service for its consumption at one or more metering points of delivery for a single account located in the Cooperative's service territory.

Rules – The Rules Governing Retail Access to Competitive Energy Services, 20 VAC 5-312-10 through -110, and the Rules Governing Exemptions to Minimum Stay Requirements and Wires Charges, 20 VAC 5-313-10 through -40, of the Virginia Administrative Code.

Scheduled Meter Reading Date - The date on which the Cooperative is scheduled or plans to read a Retail Customer's meter in the ordinary course of its business, for the purpose of monthly billing or for the purpose of transferring service to CSPs in the geographic area in which such meter is located.

Service Delivery Identification Number (SDID) – Unique identifier used in lieu of a Customer account number for all Retail Access EDI transactions.

Settlement - The process by which a Transmission Customer's load for a given period of time is reconciled to its scheduled deliveries to the Cooperative's system, as confirmed by the Transmission Provider, including finalizing the financial transactions associated with the load and delivery reconciliation.

Tariff - The Cooperative's Competitive Service Provider Coordination Tariff.

Terms and Conditions - The Cooperative's Terms and Conditions for Providing Electric Service, as filed with the Commission, applicable to Retail Customers.

Trading Partner Agreement - An agreement between the sending and receiving parties involved in the exchange of EDI transactions.

Transmission Customer - Any Competitive Service Provider or Customer that executes a Transmission Service Agreement to utilize the Transmission Provider's transmission system, in regard to Retail Access.

Transmission Provider - The entity that is regulated by the FERC and that operates the transmission system required for the delivery of electricity to the Cooperative, the CSP, or the Customer.

Transmission Service Agreement - The agreement that the Transmission Customer executes with the Transmission Provider in order to gain access to the transmission system.

Virginia Electronic Data Transfer Working Group (VAEDT) - The group of representatives from electric and natural gas local distribution companies, Competitive Service Providers, the Staff of the Commission, and the Office of Attorney General whose objective is to formulate guidelines and practices for the electronic exchange of information necessitated by Retail Access.

3.0 GENERAL TERMS AND CONDITIONS

3.1 Scope and Purpose

This Tariff and applicable Agreements, as defined in the Tariff, as executed, establish the basic requirements for interactions and coordination between the Cooperative, as the local distribution company, and each CSP necessary for ensuring the delivery of Electricity Supply Service to their Retail Customers via the Cooperative's distribution system.

3.2 CSP's Responsibilities to Customers

The CSP shall be solely responsible for having all necessary and appropriate contractual agreements or other arrangements with its Customers, consistent with the Rules and with this Tariff. The Cooperative shall not be responsible for monitoring, reviewing or enforcing such contractual agreements or arrangements. The CSP shall not create any duty or liability between the Cooperative and any Customer that is not otherwise required by statute, Commission regulation or Cooperative tariff or Terms and Conditions.

3.3 Recourse to the Commission

Nothing in this Tariff shall restrict the rights of any party to file a complaint with the Commission.

3.4 FERC Jurisdiction

References herein to matters under the jurisdiction of the FERC are solely for informational purposes and shall not be construed as deferring jurisdiction over any matter from the Commission to the FERC. If anything stated in this Tariff is found by the FERC to conflict with or to be inconsistent with any provision of the Federal Power Act (FPA), or any rule, regulation, order or

determination of the FERC under the FPA, the applicable FERC rule, regulation, order or determination of the FPA shall control.

3.5 CSP Obligations

A CSP will be required to:

- 3.5.1** In accordance with 20 VAC 5-312-50.B, furnish the Cooperative proof of licensure from the Commission and licensure renewal by the Commission to provide Competitive Energy Services in the Commonwealth; in addition, whenever a CSP files updated information with the Commission pursuant to 20 VAC 5-312-20.Q, it shall also furnish a copy of such information to the Cooperative;
- 3.5.2** Comply with all initial and continuing requirements of the Commission's licensure process and the registration requirements of the Cooperative and the Transmission Provider;
- 3.5.3** Adhere to the Cooperative's Terms and Conditions and the Transmission Provider's OATT, approved by the Commission and the FERC, as appropriate;
- 3.5.4** Abide by any applicable regulation, procedure, or requirement of any institution charged with ensuring the reliability of the electric system, including the Commission, the North American Electric Reliability Corporation and its Regional Entities, the FERC, or any successor agencies thereto;
- 3.5.5** Procure sufficient electric generation and transmission service to serve the requirements of its Customers, including adequate generation reserves in accordance with 20 VAC 5-312-40.A.17.d;
- 3.5.6** Comply with any obligations that the Commission may impose to ensure access to sufficient availability of capacity pursuant to 20 VAC 5-312-20.F.3;
- 3.5.7** Submit to the Cooperative a completed CSP Registration Application as defined in subsection 6.2.1 and annual updates to the registration as defined in subsection 6.3;
- 3.5.8** Satisfy the creditworthiness standards of the Cooperative pursuant to Section 7.0;
- 3.5.9** Demonstrate, prior to Customer enrollment, that it is equipped with the communication capabilities necessary to comply with subsection 3.7;
- 3.5.10** Provide prompt, written notice to the Cooperative of CSP's Noncompliance with or Default under this Tariff.

3.6 CSP and Cooperative Obligations

The Cooperative shall provide the CSP with Coordination Services as necessary for the delivery of Electricity Supply Service to its Retail Customers located within the Cooperative's service territory. The Cooperative and the CSP will cooperate in order to ensure delivery of Electricity Supply Service to Customers. The CSP and the Cooperative shall exchange all data, materials, or other information that is specified in this Tariff in accordance with Commission approved Rules and VAEDT defined standards, and that may otherwise be reasonably required by the CSP or the Cooperative in connection with their obligations under this Tariff.

3.7 Electronic Data Interchange (EDI)

Pursuant to 20 VAC 5-312-20.J the CSP and the Cooperative shall adhere to standard practices for exchanging data and information in an electronic medium as specified by the VAEDT and filed with the Commission or by other mutually agreeable alternate standards. The CSP and the Cooperative shall follow Commission approved EDI testing requirements and implementation guidelines.

3.8 Record Retention

The CSP and the Cooperative shall comply with all applicable laws, rules, and regulations for record retention, as they are and may, from time to time, be modified, including, but not limited to, those issued by the Commission and the FERC.

3.9 Public Safety and Reliability

Nothing herein shall be deemed to prohibit the Cooperative from taking necessary and appropriate actions, including but not limited to those described in the Cooperative's Terms and Conditions, to ensure public safety and reliability of the Cooperative's facilities.

4.0 TRANSMISSION ACCESS

4.1 Service

The Transmission Provider provides transmission service to the Transmission Customer under the terms of the OATT. Obligations for all transmission service, including, but not limited to, transmission access, energy scheduling, and reconciliation are between the Transmission Provider and the Transmission Customer.

4.2 Primary Obligations of the CSP

The CSP is responsible for delivering energy for its Customer load and losses. Notwithstanding any designation of a Transmission Customer on behalf of a CSP, the CSP remains responsible for fulfilling all of its obligations and requirements under this Tariff.

5.0 SYSTEM OPERATION

5.1 Curtailment

The Cooperative and the Transmission Provider shall have the right, on a basis that is not unduly discriminatory to any provider of Electricity Supply Service, including the Cooperative, to curtail, interrupt, reduce voltage, or reduce the CSP's supply of electric energy or shall have the right to disconnect the CSP's Customers whenever the Cooperative or the Transmission Provider

reasonably determines that such a disconnection, curtailment, interruption or reduction is necessary: (i) to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Cooperative's or Transmission Provider's facilities; (ii) to maintain the safety and reliability of the Distribution Facilities; (iii) as directed by governmental authorities; (iv) due to emergencies, forced outages, potential overloading of the Distribution Facilities; (v) due to Force Majeure; or (vi) as provided in any applicable tariff of the Cooperative, including but not limited to this Tariff, the Terms and Conditions or the OATT. Any other provisions of this Tariff that may seem to contradict this right shall be subordinated to this right. Neither the Cooperative nor the Transmission Provider shall be liable to the CSP for any such disconnection, curtailment, interruption or reduction in supply, except to the extent that the foregoing was caused by the gross negligence or willful misconduct of the Cooperative or the Transmission Provider and is not otherwise excused.

5.2 Reasonable Efforts

The Cooperative and the Transmission Provider shall use reasonable efforts to: (i) minimize any scheduled curtailment, interruption or reduction to the extent practicable under the circumstances; and (ii) resume service as promptly as practicable following elimination of the condition causing the disconnection, curtailment, interruption or reduction, subject to applicable tariff provisions.

5.3 Compliance with Governmental Directives

The CSP acknowledges and agrees that the Cooperative and the Transmission Provider may need to act in response to governmental or civil authority directives that may affect Customer load. The CSP agrees to cooperate with the Cooperative and/or the Transmission Provider in order to comply with said directives.

6.0 COMMENCEMENT & TERMINATION OF CSP COORDINATION SERVICES

6.1 General

A CSP seeking to sell electricity in the Cooperative's service territory shall comply with 20 VAC 5-312-50.

6.2 Registration Process with the Cooperative

A CSP seeking to sell electricity in the Cooperative's service territory must deliver a completed CSP Registration Application ("Application") to the Cooperative as directed on the Application. Copies of all Agreements and forms required in the Application can be found on the supplier pages of the Cooperative's Internet web site or can be obtained directly from the Cooperative.

6.2.1 A completed Application for services under this Tariff consists of the following:

- 6.2.1.1 A completed CSP Registration Form;
 - 6.2.1.2 An affidavit, signed by a corporate officer of the CSP and notarized, or other proof, that the CSP will provide electric energy to (i) electricity Customers whose demand during the most recent calendar year exceeded five megawatts but did not exceed one percent of the Cooperative's peak load during the most recent calendar year (unless such Customer had non-coincident peak demand in excess of 90 megawatts in calendar year 2006 or any year thereafter); and/or (ii) two or more individual nonresidential Retail Customers that aggregate demand to exceed five megawatts to become qualified to purchase electric energy competitively, and that petition and receive from the Commission approval to combine or aggregate their demands. If the CSP will provide electric energy to any Customer not included in the above two categories, the CSP shall prove, by affidavit or otherwise, that it will provide Electricity Supply Service provided 100 percent from renewable energy in accordance with § 56-576 and § 56-577.A.5 of the Code of Virginia;
 - 6.2.1.3 Proof that the CSP has obtained a license from the Commission and any other governmental approvals required for participation in the Cooperative's energy choice program in Virginia;
 - 6.2.1.4 A fully executed Competitive Service Provider Agreement in the form of Attachment A hereto;
 - 6.2.1.5 A fully executed Trading Partner Agreement in the form of Attachment B hereto;
 - 6.2.1.6 Proof of a fully executed PJM Agreement(s) applicable to the Electricity Supply Service to Retail Customers;
- 6.2.2 Notice of Incomplete Application** - In the event a CSP submits an incomplete Application, the Cooperative will provide written or electronic notice to the CSP of the Application's deficiency within 10 Business Days of the date of final submission of the Application. An Application shall not be processed until it is completed and delivered to the Cooperative.
- 6.2.3 Review of a Completed Application** - Following receipt of a completed Application, the Cooperative shall review the Application and if applicable, conduct a credit review. The Cooperative shall conduct its review and notify the CSP of acceptance or rejection within 30 calendar days of receipt of the completed Application, or within a timeframe mutually agreed to by the Cooperative and CSP. For approved Applications, the Cooperative shall execute the necessary Agreements and return an executed copy of each to the CSP. Upon rejection of any Application, the Cooperative shall provide the CSP with written or electronic notice of rejection and shall state the basis for the rejection.
- 6.2.4 Grounds for Rejecting an Application** - The Cooperative may reject any Application under this Tariff on any of the following grounds:
- 6.2.4.1 A CSP has undisputed outstanding debts to the Cooperative arising from its previous receipt of services from the Cooperative under this Tariff;

- 6.2.4.2 The CSP has failed to satisfy the Cooperative's credit requirements; or
- 6.2.4.3 The CSP has failed to deliver to the Cooperative a completed Application within 30 calendar days of written notice of the Application's deficiency.

6.3 Updates to Registration

- 6.3.1 Annual Renewal** - By March 31 of each year, each CSP seeking to continue an active status with the Cooperative shall submit to the Cooperative an updated CSP Registration Form including any changes to information provided in the original CSP Registration Form in accordance with subsection 3.5.1. Each updated CSP Registration Form shall be accompanied by a statement from the CSP attesting to the fact that items not updated or otherwise changed on the form remain accurate.
- 6.3.2 Change in Status** - The Cooperative may periodically review a CSP's registration status. Where the Cooperative determines that a CSP's registration status, including creditworthiness, is not adequate for its current service level, the Cooperative may require the CSP to submit updated information relative to its status, before the annual registration renewal. The Cooperative may also require a CSP requesting to materially expand its provision of Competitive Energy Service (e.g., due to significant Customer and/or load additions) within the Cooperative's service territory to update its registration status with the Cooperative.

6.4 Revocation of Registration

The CSP may be subject to revocation of its registration and termination of Coordination Services if it is found to be in noncompliance as provided for in Section 8.0.

6.5 Commencement of CSP Coordination Services

CSP Coordination Services under this Tariff shall commence within 15 calendar days after the execution by all parties of all necessary Agreements pursuant to subsection 6.2.1, provided that the Cooperative has received all of the information necessary for the Cooperative to provide Coordination Services.

6.6 CSP Notice of Intent to Terminate Service

In the event a CSP decides to terminate service to a Customer class or to abandon service within the Commonwealth, the CSP shall provide at least 60 calendar days advance written notice to the Cooperative, as required pursuant to 20 VAC 5-312-80.O.

6.7 Termination of Coordination Services

CSP Coordination Services under this Tariff will or may be terminated as follows:

- 6.7.1 **CSP Abandons Service** - In the event the CSP decides to abandon the provision of Electricity Supply Service to Customers within the Cooperative's service territory, pursuant to 20 VAC 5-312-80.O, the Agreements between the CSP and the Cooperative shall terminate 30 calendar days following the date on which the CSP no longer serves any Customers in the Cooperative's service territory.
- 6.7.2 **Default by the CSP** - In the event of default by the CSP pursuant to Section 8.0 of this Tariff, the Cooperative may terminate the Agreements between the CSP and the Cooperative by providing written notice to the CSP in default, without prejudice to any remedies available to the party not in default by reason of the default.
- 6.7.3 **Amendment to the Act** – In the event the General Assembly of Virginia amends the Act in such a manner that disallows actions contemplated under this Tariff, the Cooperative may, with Commission approval, suspend or terminate affected CSP Coordination Services if the Commission does not approve, in a timely manner, necessary changes to the Tariff consistent with the amendments to the Act.
- 6.7.4 **Effect of Termination** - Upon termination of CSP Coordination Services, the CSP shall not be authorized to provide Electricity Supply Service to Customers within the Cooperative's service territory. Any Customers of the CSP shall be provided service under the Cooperative's Terms and Conditions, or select a new CSP, if applicable. The CSP may thereafter provide Electricity Supply Service to Customers within the Cooperative's service territory only upon satisfaction of the provisions herein for obtaining CSP Coordination Services and Cooperative approval of a new Application.
- 6.7.5 **Survival of Obligations** - Termination of CSP Coordination Services for any reason shall not relieve the CSP of any obligation accrued or accruing prior to the termination.

6.8 Coordination of Customer Activities

In the event that a CSP plans to initiate action that may result in a large volume of Customer activity that may impact the Cooperative's resources or its ability to meet its obligation to serve its Customers, the CSP will provide the Cooperative with at least 30 calendar days advance notice, or as soon as possible. Whenever possible, the CSP will coordinate activities with the Cooperative to minimize the impact on the Cooperative's resources.

6.9 Special Fee Services

The Cooperative will make the following services available to CSPs for a fee:

- 6.9.1 **Technical IT** - This fee covers the cost to investigate or handle a CSP's request for special assistance with obtaining or processing technical information, including Special Load Data Requests, per hour spent on each request;

- 6.9.2 CSR** - This fee covers the cost of a Cooperative Customer Service Representative to handle special requests from a CSP to investigate Customer information, per hour spent on each request.

The Cooperative is under no obligation to provide additional technical assistance to CSPs but will endeavor to provide such technical support and assistance at the hourly rates described in the Schedule of Fees attached to this tariff.

7.0 CREDITWORTHINESS

7.1 Purpose and Intent

The CSP must satisfy the Cooperative's creditworthiness standards which shall be applicable in accordance with 20 VAC 5-312-50.D. Reasonable financial security may be required from the CSP to safeguard the Cooperative and its Customers from the reasonably expected net financial impact due to the non-performance of the CSP. The CSP must also register with PJM and provide evidence of meeting PJM's credit requirements.

7.2 Finding of Creditworthiness

The CSP must provide two years audited financial statements, interim statements, and references, as requested, that demonstrate adequate liquidity, financial strength and management experience to justify the amount of credit extended. The Cooperative will apply its standard creditworthiness policy to determine creditworthiness. The Cooperative's creditworthiness policy can be found on the supplier page of the Cooperative's Internet web site or can be obtained directly from the Cooperative.

7.3 Credit Amount

- 7.3.1** The amount of such financial security shall be commensurate with the level of risk assumed by the Cooperative. The purpose of the Cooperative's credit review will be to provide reasonable and satisfactory assurance of the CSP's ability to pay the applicable credit amount, CSP Fees for Coordination Services, any applicable penalties included in this Tariff or any other charges, fees, or penalties authorized by the Commission and payable to the Cooperative.
- 7.3.2** The CSP shall provide the Cooperative with an acceptable form of security pursuant to 20 VAC-5-312-50.D. The security may be in the form of an irrevocable standby letter of credit from an acceptable financial institution, a guaranty from a corporate affiliate or other third party that meets the creditworthiness standards, or a prepayment arrangement.

7.4 Change in Financial Status

The CSP promptly shall inform the Cooperative of any facts that would cause a change in the credit resources available to the CSP, including, without limitation, a downgrade in the unsecured bond rating of CSP, its parent, or any affiliate, subsidiary or guarantor of CSP. Failure to satisfy,

on an ongoing basis, any of the requirements set forth in this section, including failure to provide additional credit resources when requested by the Cooperative, if any such failure is not cured within 10 Business Days from receipt of written notice thereof, will constitute a failure to maintain creditworthy status.

7.5 Failure to Maintain Creditworthy Status

Should a CSP fail to maintain creditworthy status in accordance with subsection 7.3.2, the Cooperative may require such CSP to provide additional credit resources, including but not limited to an investment-grade bond rating, a guarantee from a parent entity with an investment-grade bond rating, and/or a letter of credit or deposit in the credit amount.

7.6 No Endorsement of CSP

By determining that a CSP is creditworthy under this Tariff, the Cooperative makes no express or implied warranties or guarantees of any kind with respect to the financial or operational qualifications of such CSP.

7.7 Cooperative Response to Credit Application

The Cooperative will make credit decisions promptly after receiving all required credit and financial information from the CSP. Requests for increased credit limits must be supported by the CSP's credit rating.

7.8 Creditworthiness Requirements for CSP that is a Transmission Customer

In addition, if a CSP is a Transmission Customer, the Transmission Provider may determine creditworthiness pursuant to its OATT.

8.0 NON-COMPLIANCE & DEFAULT

8.1 Definition of Non-Compliance

The CSP shall be deemed to be in non-compliance with this Tariff upon its failure to observe any material term or condition of this Tariff.

8.2 Events of Non-Compliance

Noncompliance with this Tariff shall include, but is not limited to the following:

- 8.2.1** CSP's failure to maintain a valid license from the Commission as a CSP authorized to provide Competitive Energy Services in the Cooperative's service territory;
- 8.2.2** CSP's failure to provide Electricity Supply Service provided 100 percent from renewable energy in accordance with § 56-576 and § 56-577.A.5 of the Code of Virginia, if the CSP has provided an affidavit or other proof of its intention to do so;

- 8.2.3 CSP's failure to comply with any applicable regulation, procedure or requirement of any institution charged with ensuring the reliability of the electric system, including the Commission, the North American Electric Reliability Corporation and its Regional Entities, the FERC, or any successor agencies thereto;
- 8.2.4 CSP's failure to maintain credit standards as provided for in Section 7.0;
- 8.2.5 CSP's failure to make payment of any undisputed Competitive Service Provider Fees in the time prescribed;
- 8.2.6 CSP bankruptcy;
- 8.2.7 A written admission by the CSP of its inability to pay its debts generally as they become due or the CSP's consent to the appointment of a receiver, trustee, or liquidator of it, or of all or any part of its property; or
- 8.2.8 Breach of any of the Agreements.

8.3 Cure & Default

If the CSP fails to comply with its obligations under the Tariff, prior to terminating the CSP's Coordination Services the Cooperative shall notify the CSP of the impending termination of Coordination Services and its effective date, the alleged action or inaction that merits such termination of Coordination Services, and the actions, if any, that the CSP may take to avoid the termination of Coordination Services. Such notice shall be in writing and sent to the CSP via fax or overnight delivery. A copy of the notice shall be forwarded contemporaneously to the Commission's Division of Energy Regulation and Division of Utility Accounting and Finance via fax or overnight delivery. The CSP shall be deemed to be in default of its obligations under this Tariff if: (i) it fails to cure its noncompliance within 10 Business Days after its receipt of such notice; or (ii) the noncompliance cannot be cured within such period and the CSP does not commence action to cure the noncompliance within such period and thereafter diligently pursue such action to completion. In the case of the CSP's failure to maintain its status as a Commission-licensed CSP or the CSP's failure to meet its obligations as a Transmission Customer, no notice shall be required or opportunity to cure permitted.

8.4 Costs for Non-Compliance

If the CSP is found to be in noncompliance, and unable to provide Electricity Supply Service to its Customers, the Cooperative will take whatever actions are necessary, in the Cooperative's sole discretion, to continue Electricity Supply Service to the CSP's Customers. The CSP shall reimburse the Cooperative for any costs associated with such failure to provide Electricity Supply Service, including but not limited to:

- 8.4.1 Mailings by the Cooperative to the CSP's Customers to inform them of the CSP's failure;
- 8.4.2 Non-standard or manual bill calculations and production performed by the Cooperative;
- 8.4.3 Any unscheduled meter readings required to adjust the Customers' billings;
- 8.4.4 Cooperative performance of any of the CSP's data transfer responsibilities;

- 8.4.5 Unplanned replacement capacity and/or energy obligations; and
- 8.4.6 Any other expenses associated with such failure, which expenses shall be reasonable and documented.

9.0 CUSTOMER INFORMATION

9.1 Mass List of Eligible Customers

The Cooperative will make available to licensed CSPs registered with the Cooperative a mass list of Customers eligible to participate in Retail Access in accordance with Rule 20 VAC 5-312-60.B.

- 9.1.1 The mass list will be posted on the secured supplier pages of the Cooperative's Internet web site in a format consistent with VAEDT standards or may be obtained directly from the Cooperative.
- 9.1.2 The mass list will be updated annually.
- 9.1.3 The mass list shall include the following Customer information:
 - 9.1.3.1 Customer name;
 - 9.1.3.2 Service address;
 - 9.1.3.3 Billing address;
 - 9.1.3.4 Account number;
 - 9.1.3.5 Meter reading date or cycle;
 - 9.1.3.6 Wholesale delivery point, if applicable;
 - 9.1.3.7 Rate class and subclass or rider, as applicable;
 - 9.1.3.8 Load profile reference category, if not based on rate class; and
 - 9.1.3.9 Up to twelve months of cumulative historic energy usage and annual peak demand information as available.
- 9.1.4 The Cooperative will electronically provide Customer summary usage information not included on the mass list, if available, to CSPs only if that Customer authorizes the release of such information in accordance with 20 VAC 5-312-60.D. The electronic formats established by the VAEDT will be used.
- 9.1.5 Customer information provided on the mass list will be treated in accordance with 20 VAC 5-312-60.B.
- 9.1.6 A CSP choosing to utilize the mass list shall use only the most recent mass list made available by the Cooperative.

10.0 CUSTOMER ENROLLMENT & SWITCHING

10.1 Enrollment Process

When enrolling Customers, the CSP shall comply with all provisions of 20 VAC 5-312-80, including the following provisions:

- 10.1.1** Each CSP shall initiate or terminate service to a Customer effective only with the Customer's Scheduled Meter Reading Date.
- 10.1.2** The Enrollment Request must be electronically transmitted using the approved standards and format as established by the VAEDT, and must be received at least 15 calendar days prior to the Customer's next Scheduled Meter Reading Date for service to be effective on that Scheduled Meter Reading Date. For Enrollment Requests received less than 15 calendar days prior to the Customer's next Scheduled Meter Reading Date, service shall be effective on the Customer's subsequent Scheduled Meter Reading Date.
- 10.1.3** Only the first valid Enrollment Request will be accepted for any Customer during the same enrollment period. An enrollment period is the period of time commencing 14 calendar days prior to the Customer's Scheduled Meter Reading Date and ending 15 calendar days prior to the Customer's next Scheduled Meter Reading Date.

10.2 Notice of Enrollment to Customers & Customer Rescission Opportunity

Upon receipt of an Enrollment Request from a CSP, the Cooperative shall, normally within one business day of receipt of such notice, mail notification to the Customer advising of the Enrollment Request, the approximate date that the CSP's service commences, and the caption and statement as to cancellation required by 20 VAC 5-312-70.C.8. The Customer shall have until the close of business on the tenth day following the mailing of such notification to advise the Cooperative to cancel such enrollment without penalty.

10.3 Switching Process

- 10.3.1** If an Enrollment Request is received by the Cooperative at least 15 calendar days prior to the Customer's next Scheduled Meter Reading Date, the new CSP's service start date for the Customer will be scheduled for that date. Otherwise, the scheduled service start date will be the following month's Scheduled Meter Reading Date.
- 10.3.2** After the Enrollment Request has been validated and processed, the Cooperative will notify the CSP currently serving the Customer, via EDI formats using VAEDT standards, that the service will be terminated. The scheduled switch date will be included on the notification.
- 10.3.3** Upon acceptance by the Cooperative of the Enrollment Request, the Cooperative will process the request in accordance with subsections 10.1 and 10.2.

10.4 Single Point of Delivery

For any single Cooperative service point of a Customer served under Retail Access, each such service point is limited to receiving Electricity Supply Service from one CSP in any billing period.

The CSP will be responsible for serving 100% of the load requirements for any single Retail Customer service point in any billing period.

10.5 Multiple Points of Delivery

Customers with more than one account or service point with the Cooperative may be served by more than one CSP. However, in accordance with subsection 10.4 of the Tariff, service to each service point is limited to a single CSP. If a Customer has more than one meter and/or multiple points of delivery which are aggregated such that all meters and delivery points are collectively billed under the Cooperative's Terms and Conditions for purposes of distribution and transmission charges, then (a) additional charges for facilities in excess of normal may apply in accordance with the Cooperative's Terms and Conditions, and (b) all such aggregated delivery points shall be considered as a single account in determining the application of subsection 10.4 of this Tariff.

11.0 LOAD OBLIGATION ALLOCATION AND ENERGY SCHEDULING

11.1 Allocation Methods

The Cooperative and the CSP acknowledge that for purposes of this Tariff the CSP's Customers will be Customers within the Cooperative's Service Territory and that Customer loads must be translated into CSP load obligations in order for the CSP to equitably meet its respective Transmission Provider obligations.

11.2 Load Profiles

For Customers who do not have interval metering, the Cooperative will provide Load Profiles for various classes of Customers from the Cooperative's load research. Such Load Profiles will be developed in accordance with the Rules. These Load Profiles may be updated on a periodic basis throughout the duration of this Tariff. Such updated information shall be provided to the CSP when available.

Load Profiles will be available to the CSP through the Cooperative's Internet Website or directly from the Cooperative, to be used by the CSP at its own risk.

11.3 Energy Scheduling

The Cooperative will not provide load-forecasting services. The CSP is responsible for forecasting its Customer load, and for scheduling energy to serve its Customers.

11.4 Change in Customer Switch Date

The Cooperative will make every effort to comply with the Customer switch date referenced in the EDI Enrollment Response (814 ER). However, the Cooperative reserves the right to modify this date and will notify the CSP in accordance with VAEDT standards. Instances outside the control of the Cooperative such as storms, acts of God, civil disorder, strikes, or other labor trouble, riot,

insurrection, war, fire or any other cause where the Cooperative believes it is necessary to delay meter reading shall be deemed acceptable by the CSP.

11.5 No Warranty

Although the information provided under this Article shall be accurate and correct to the best of the Cooperative's knowledge and belief, for its originally-intended purposes, the Cooperative makes no warranties as to the accuracy or usefulness of the information and takes no responsibility for the CSP's use of the information.

11.6 Balancing and Settlement Process

The Cooperative will provide after-the-fact hourly load data to the Transmission Provider that represents aggregated hourly settlement loads for the settlement period. Reported data will be arranged by CSP. This information will be based on individual Customer interval metered loads, Load Profile data, usage factors, loss factors, and actual weather conditions. This process is fundamentally a two-part process that creates estimated settlement loads on a day-after basis and creates final settlement loads after retail meters are read.

11.6.1 Day-After Settlement

Estimated hourly load data will be passed from the Cooperative or its agent to the Transmission Provider via the Transmission Provider's defined procedure. This data represents estimated hourly settlement load data and is the aggregated profile data adjusted for actual weather conditions. Such data will be reported as 24 hourly values for the previous settlement day.

All Customers must have a Load Profile for use in the Balancing and Settlement process. Aggregated profile data, therefore, represents the summation of the individual Customer Load Profiles, both derivative and actual. Derivative Load Profiles are needed only for those Customers having monthly read meters and will be calculated for specific classes of Customers pursuant to the section on Load Profiling. Any Customer billed using interval data will have an actual profile based on the actual load data collected through its meter.

To estimate a profiled Customer's hourly usage, an estimated usage factor needs to be calculated because an individual customer's monthly consumption will not exactly match the monthly consumption amount of the typical Customer of the associated class. This calculation is necessary to make sure that monthly energy use is properly accounted for and is performed by adjusting the energies underneath the profile. The usage factor will be determined as the ratio of the individual Customer's estimated monthly electric use to the associated class's typical customer monthly electric use. This usage factor is then multiplied by the associated class's typical customer use for each hour to derive the individual customer's hourly usage. If a Customer is a new customer having no historic usage with which to calculate a usage factor, an estimated usage factor of one (1) will be assigned to that Customer.

During the development of the Day-After Settlement loads, estimated hourly settlement loads are balanced to the wholesale delivery point meter readings. Because Load

Profiles represent values recorded at the retail meter, distribution line losses are added to adjust the retail meter reading to the wholesale meter reading. The Cooperative will provide distribution line loss values for use in the Balancing and Settlement process. Comparing the aggregated profile, including distribution line losses, to the wholesale meter reading will likely result in a difference. This difference is called Unaccounted-for-Energy (UFE) and it is apportioned among all energy suppliers, including the default supplier, in a load ratio share.

Day-After Settlement load data is aggregated by Transmission Customer and sent to the Transmission Provider for comparison against schedules, as confirmed by the control area operator. Energy Imbalance Settlement will occur between the Transmission Provider and the CSP pursuant to the OATT.

11.6.2 Final Settlement

The Cooperative or its agent will pass actual hourly settlement load data to the Transmission Provider per its defined procedure. This Settlement will be conducted approximately 45 to 60 days after the close of the calendar month being settled. The extended period is caused by the need to read all retail Customer meters having Customer usage in the month being settled and to adjust the Day-After Settlement load by actual Customer usage factors.

Actual hourly settlement loads represent a refined Day-After Settlement. Refinement means that the estimated hourly load data calculated in the Day-After Settlement is further adjusted to take into consideration the retail Customer's actual meter reading by developing and applying an actual usage factor to each profiled Customer. Once again, distribution losses and UFE values are assigned.

Final Settlement load data is aggregated by Transmission Customer and sent to the Transmission Provider for comparison against schedules, as confirmed by the control area operator. Energy Imbalance Settlement will occur between the Transmission Provider and Suppliers pursuant to the OATT.

11.6.3 Adjustment to Final Settlement

Later adjustments, to further refine the Final Settlement, may take place well after the Final Settlement and will be made only if needed to address material discrepancies.

12.0 DEFAULT SERVICE (Reserved)

13.0 METERING & METERING SERVICES

13.1 Metering

The Cooperative shall bear the responsibility for metering as provided by the Code of Virginia and implemented by the Commission.

13.2 Meter Ownership and Maintenance

The Cooperative will own and maintain meters used for measuring and billing the Customer for its demand and consumption of energy. The Cooperative is responsible for the installation, removal and maintenance of all Cooperative-owned measurement and billing meters.

13.3 Meter Equipment

Meter equipment will comply with the American Code for Electricity Metering C12.1 and with the Institute of Electrical and Electronics Engineers "Standard Requirements for Instrument Transformers" C57.13. Meters will be tested in accordance with the Cooperative's Terms and Conditions.

13.4 Adjustments to Meter Readings

Adjustments due to incorrect meter calibration, tampering, or equipment malfunctions will be made in accordance with the Cooperative's Terms and Conditions. The Cooperative shall determine the amount of adjustment to the Customer's demand and/or energy use, and all parties shall accept such amount as final.

13.5 Meter Disconnections

Meter disconnections will be performed in accordance with the Cooperative's Terms and Conditions and subsection 17.4 of this Tariff.

14.0 (Reserved)

15.0 CSP FEES, BILLING & PAYMENTS

15.1 General

The CSP agrees to pay all applicable CSP Fees for services provided by the Cooperative as set forth in Schedule 1 of this Tariff.

15.2 Billing Procedure

Each month, the Cooperative shall submit an invoice to the CSP for all applicable CSP Fees provided under this Tariff. A CSP shall make payment for all charges on or before the due date shown on the bill. The due date shall be determined by the Cooperative and shall be 20 calendar days from the date of transmittal of the bill.

15.3 Billing Corrections and Estimated Billings

Bills shall be subject to adjustment for any errors in arithmetic, computation, meter readings, or other errors as set forth in the Cooperative's Tariff, from the date of such original monthly billing.

15.4 Manner of Payment

Unless otherwise mutually agreed to, the CSP will make payment to the Cooperative by Automated Clearing House to a bank designated by the Cooperative and include the CSP's account or other identification number with the Cooperative. A pre-note must be processed in advance of production transfers of funds.

15.5 Late Payment Charge for Unpaid Balances

If payment is made to the Cooperative after the due date shown on the bill, a late payment fee as set forth in Schedule 1 of this Tariff will be added to the unpaid balance until the entire bill is paid.

15.6 Billing Disputes

If disputes arise regarding an invoice, the CSP must pay the full disputed invoice on or before the delinquent date. If the dispute is resolved in the CSP's favor, the Cooperative will make an appropriate refund to the CSP within ten (10) business days via either a wire transfer to the CSP's bank, or a credit on the CSP's next invoice. Billing disputes shall be addressed promptly, and in accordance with the Dispute Resolution Procedure as set forth in Attachment D.

15.7 Billing for CSP's Obligations to Other Parties

The Cooperative assumes no responsibility for invoicing or billing of services between the CSP and the Transmission Provider.

16.0 RETAIL CUSTOMER BILLING & DISCONNECTIONS

16.1 Billing

16.1.1 Upon enrollment with a CSP, Customers shall receive two separate bills: one from the Cooperative and one from the CSP containing each of their respective billing charges.

16.1.2 The Cooperative will continue to bill each Customer, for services provided by the Cooperative, in accordance with the Cooperative's Rate Schedules and Terms and Conditions of Service applicable to that Customer.

16.2 Disconnection of Service by the Cooperative

The Cooperative will perform all disconnection of services for non-payment in accordance with the Cooperative's Terms and Conditions. The Cooperative will not disconnect a Customer for non-payment of the CSP's billing charges. The Cooperative will notify a CSP through electronic

transactions in formats established by the VAEDT upon finalization of service of any Customer who has been disconnected for nonpayment of Cooperative charges.

17.0 CODES OF CONDUCT

With respect to its relationship with a CSP, the Cooperative shall comply with the applicable provisions of 20 VAC 5-312-30 - Codes of Conduct.

18.0 DISPUTE RESOLUTION PROCEDURE

In the event of a dispute between the Cooperative and a CSP regarding the application of the Cooperative's Terms and Conditions, the Cooperative and the CSP shall attempt to resolve such dispute in accordance with procedures attached hereto as Attachment C.

19.0 LIMITATION OF LIABILITY

19.1 Limitation on Liability

The Cooperative shall have no liability to the CSP for any consequential, indirect, incidental, special, ancillary, punitive, exemplary, or other damages including lost profits, lost revenues, or other monetary losses arising out of any errors and omissions. The Cooperative shall implement Customer selection of the CSP consistent with the Rules and this Tariff. The Cooperative shall have no liability to the CSP arising out of or related to a Customer's decision in switching among Competitive Service Providers and/or the Cooperative.

19.2 No Other Liability

The Cooperative shall not have any duties or liabilities other than those specifically set forth in this Tariff. The CSP cannot create any duty or liability between the Cooperative and any Customer.

19.3 Actions Against Customers

The Cooperative may take and shall not be liable for actions against a Customer of a CSP when such actions are in accordance with any applicable tariff of the Cooperative, any applicable rule, regulation, or order of the Commission, or any action of a governmental authority, or as determined by the Cooperative to be necessary to prevent or limit actions by the Customer which the Cooperative deems are illegal, fraudulent, or detrimental to the provision of Electric Distribution Service to other Customers, even though such action by the Cooperative may adversely affect the supply of services to the Customer by the Cooperative, or services supplied by the Cooperative to the CSP.

19.4 Actions Against CSPs

The Cooperative may take and shall not be liable for actions against a CSP when such actions are in accordance with any applicable tariff of the Cooperative, any applicable rule, regulation, or order of the Commission, or any action of a governmental authority, or as determined by the Cooperative to be necessary to prevent or limit actions by the CSP which the Cooperative deems are illegal, fraudulent, or detrimental to the provision of Electric Distribution Service to Customers of the Cooperative, even though such action by the Cooperative may adversely affect the supply of services to the Customer by the Cooperative, or services supplied by the Cooperative to the CSP.

19.5 Scope of Liability Limitation

All provisions herein which limit the liability of the Cooperative shall be construed as including limitations of liability against any loss or damage whatsoever arising from, caused by, or resulting from the Cooperative's reasonable performance under this Tariff including any special, incidental, or consequential losses or damages, whether based on contract, strict liability, tort (including negligence), warranty (whether expressed or implied), statutory claims, or otherwise, whether in law or in equity, whether such loss or damage is incurred by the Customer, a CSP, or others. Nothing herein shall be construed as limiting the Cooperative's liability in the event of the Cooperative's gross negligence or willful misconduct.

20.0 FORCE MAJEURE

20.1 Events of Force Majeure

Neither the Cooperative nor the CSP shall be liable for any delay in performing or for failing to perform its respective obligations under this Tariff due to any event of Force Majeure, including a catastrophic weather condition, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, walkout, lockout or other labor dispute, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight such party claiming Force Majeure could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. Financial loss or other economic hardship of either the Cooperative or the CSP shall not constitute an event of Force Majeure under this Tariff.

20.2 Suspension of Obligations

The obligations of either the Cooperative or the CSP, so far as they are affected by the Force Majeure event, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied within a reasonable period of time. During such Force Majeure event, the Cooperative and the CSP shall take all reasonable steps to comply with this Tariff notwithstanding the occurrence of the event. This section shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms, which, in the sole judgment of the party claiming Force Majeure involved in the dispute, are contrary to its interest. It is understood

and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the party claiming Force Majeure involved in the strike, walkout, lockout or other labor dispute.

21.0 CONFIDENTIALITY OF INFORMATION

21.1 Customer-Specific Information

The CSP shall adequately safeguard all Customer information and shall not disclose such information unless the Customer authorizes disclosure in accordance with 20 VAC 5-312-60.A.

21.2 Cooperative Information

All Cooperative information made available by the Cooperative to the CSP pursuant to this Tariff, including, without limitation, rate class Load Profile data and information regarding the Cooperative's computer systems or communications systems, shall not be disclosed to third parties without written consent from the Cooperative.

22.0 REGULATORY AUTHORIZATIONS & JURISDICTION

22.1 Compliance with Applicable Legal Authorities

The Cooperative and the CSP are subject to, and shall comply with, all existing or future applicable federal, state and local laws, and all existing or future duly promulgated orders or other duly authorized actions of governmental authorities having jurisdiction over the matters covered by this Tariff. The obligation of the Cooperative to provide service is subject to the condition that all requisite governmental and regulatory approvals for the provision of such service has been obtained and will be maintained in force during such period of service.

22.2 Change in Applicable Law

This Tariff is subject to change in the future to reflect any relevant changes required by the Commission or other Virginia state agency having jurisdiction, or by virtue of any federal or state law or regulation, and such changes shall be deemed to be binding upon the Cooperative and the CSP, except where the right to terminate is exercised in accordance with the terms of this Tariff.

23.0 TREATMENT OF AGGREGATORS

23.1 Applicability of Tariff

A licensed Aggregator who is also a licensed Competitive Service Provider, pursuant to the definitions of Aggregator and Competitive Service Provider in 20 VAC 5-312-10, shall be subject to all the provisions of this CSP Tariff.

23.2 Exceptions to Applicability of CSP Tariff

An Aggregator who only desires access to the mass list of eligible Customers, and who (i) is licensed as an Aggregator only as defined by 20 VAC 5-312-10; (ii) does not seek to provide Electricity Supply Service in the Cooperative's service territory; and (iii) does not require Coordination Services from the Cooperative, shall comply with Sections 2.0, 3.0, 8.0, 9.0, 15.0, 16, 17.0, 18.0, 19.0, and 21.0 of this Tariff related to, among other things, the confidentiality of Customer and Cooperative information.

23.3 Aggregator Registration with the Cooperative

Each Aggregator seeking access to the mass list of eligible Customers shall deliver a completed Aggregator Registration Application ("Aggregator Application") to the Cooperative. A completed Aggregator Application includes the following:

- 23.3.1** A completed Aggregator Registration Form;
- 23.3.2** Proof that the Aggregator has obtained a license from the Commission and any other governmental approvals required for participation in Retail Access in Virginia; and
- 23.3.3** A fully executed Aggregator Agreement in the form of Attachment D hereto.

23.4 Registration Renewal

By March 31 of each year, each Aggregator seeking to continue an active status with the Cooperative shall submit to the Cooperative an updated Aggregator Registration Form including any changes to information provided in the original Aggregator Registration Form. Each updated Aggregator Registration Form shall be accompanied by a statement from the Aggregator attesting to the fact that items not updated or otherwise changed on the form remain accurate. In the event an Aggregator does not satisfy the requirements for Registration Renewal pursuant to this Tariff, then such Aggregator will cease to have active status and no longer be eligible for any benefit from the Cooperative.

Rappahannock Electric Cooperative
Electric – Competitive Service Provider Coordination Tariff

SCHEDULE 1 – COMPETITIVE SERVICE PROVIDER & AGGREGATOR FEES

MASS LIST OF ELIGIBLE CUSTOMERS:	No Charge
12 MONTH LOAD HISTORY- CONSUMPTION HISTORY	No Charge
SUPPORT	
Technical- IT (including Special Load Data Requests)	\$90/hr
CSR	\$30/hr

**RAPPAHANNOCK
ELECTRIC COOPERATIVE**

**COMPETITIVE SERVICE PROVIDER
AGREEMENT**

Filed with the Virginia State Corporation Commission effective April 26, 2016.

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RAPPAHANNOCK ELECTRIC COOPERATIVE COMPETITIVE SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between Rappahannock Electric Cooperative (“Cooperative”), a utility consumer services Cooperative organized and existing under the laws of the Commonwealth of Virginia and _____, a _____ organized and existing under the laws of _____, (“Competitive Service Provider” or “CSP”), (collectively, the “Parties”, individually, each a “Party”).

RECITALS

WHEREAS, the Cooperative is currently a utility consumer services Cooperative engaged in the distribution and sale of electric energy with an exclusive franchise to serve Customers located within its Service Territory in the Commonwealth of Virginia; and

WHEREAS, the Virginia Electric Utility Regulation Act, Va. Code §§ 56-576 *et seq.* (the “Act”), provides for the regulation of the electric industry in Virginia such that regulated public utilities must allow non-discriminatory, direct access to their distribution systems by Competitive Service Providers of retail electric service, and further provides that, with implementation of such access to the distribution system, the Cooperative will continue to serve as the exclusive electric distribution provider within its Service Territory; and

WHEREAS, the Virginia State Corporation Commission (“Commission”), acting pursuant to the Act, has promulgated the Rules Governing Retail Access to Competitive Energy Services, 20 VAC-5-312-10 through 20 VAC-5-312-110 and the Rules Governing Exemptions to Minimum stay Requirements and Wires Charges, 20 VAC 5-313-10 through -40, of the Virginia Administrative Code(the “Rules”), authorizing the Cooperative to offer such access to its Distribution Facilities, as defined below; and

WHEREAS, in connection with the Act, the Competitive Service Provider (i) intends to negotiate with Customers for the sale of Competitive Energy Service, as defined below, and to make such sales; (ii) has been licensed to supply Competitive Energy Service to Customers in Virginia; and (iii) has been issued License No. _____ by the Commission; and

WHEREAS, an agreement between the Cooperative and the Competitive Service Provider is needed in order for the Competitive Service Provider to be registered with the Cooperative to engage in the provision of Competitive Energy Service in the Cooperative’s Service Territory;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below and the above Recitals, which are incorporated herein by reference, the Parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

ARTICLE 1: DEFINITIONS

Terms introduced and subsequently capitalized will have the meanings as indicated herein. Other terms capitalized and used in this Agreement will have the meanings as set forth in the Company's Competitive Service Provider Coordination Tariff on file with the Commission (the "CSP Tariff"), as the same may be revised from time to time. Unless the context clearly intends to the contrary, words singular or plural in number shall be deemed to include the other and pronouns having a masculine or feminine gender shall be deemed to include the other.

ARTICLE 2: GENERAL TERMS AND CONDITIONS

2.1 Agreement to Govern

The Parties named in this Agreement are bound by the terms set forth herein, the applicable terms contained in the Cooperative's tariffs, as amended from time to time, the Rules, and the terms otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which the CSP shall provide electric supply services to its Customers via the Cooperative's Delivery System.

2.2 Term of Agreement

This Agreement shall become effective upon the satisfaction of the CSP obligations contained in Section 2.3 (the "Effective Date"). This Agreement shall terminate April 30 each year following the Effective Date unless terminated sooner as provided in the Cooperative's CSP Tariff. This Agreement may be renewed in conjunction with the CSP satisfying the registration renewal requirements pursuant to the CSP Tariff. The Parties named in this Agreement are bound by the terms set forth herein and the terms contained in the CSP Tariff. The CSP acknowledges that it may commence the provision of Electricity Supply Services in the Cooperative's Service Territory only in compliance with the Rules, the Transmission Provider's OATT and the CSP Tariff, all as may be revised from time to time and after such date for instituting such service has been approved by the Commission.

2.3 Competitive Service Provider Obligations

Unless otherwise indicated, a CSP will be required to:

- a) Obtain and maintain a license from the Commission and any licenses, permits or other authorizations from any other federal, state, or local agencies for participation in the Virginia retail electric supply market;
- b) Execute all appropriate applications and agreements required for the CSP's provision of Electricity Supply Services in the Cooperative's service territory;
- c) Furnish the Company proof of licensure from the Commission pursuant to 20 VAC 5-312-40 and licensure renewal by the Commission to provide Competitive Energy Services in the Commonwealth. Additionally, each CSP shall furnish the Company with a copy of all updated information filed with the Commission on March 31 of each year pursuant to 20 VAC 5-312-20.Q,

- except to the extent such information has been otherwise submitted to the Company within 60 days preceding March 31;
- d) Satisfy the creditworthiness standards of the Cooperative and/or the Commission pursuant to Article 7 of the Cooperative's CSP Tariff;
 - e) Meet all applicable reliability standards established by the FERC, the Commission, or any other State, regional, federal, or industry body with authority to establish reliability standards;
 - f) Be solely responsible for having all necessary and appropriate contractual or other arrangements with its Customers, consistent with Commission rules and regulations and with the CSP Coordination Tariff. The Cooperative shall not be responsible for monitoring, reviewing, or enforcing such contracts or arrangements;
 - g) Make all necessary arrangements for obtaining Competitive Energy Supply Service in a quantity sufficient to serve its Customers;
 - h) Procure transmission and other services provided by a Transmission Provider necessary for the delivery of Competitive Energy Service to its Customers;
 - i) Arrange to satisfy all obligations that are imposed on CSPs by the Transmission Provider, including import capability, load scheduling, and reconciliation rights and responsibilities; and
 - j) Make all necessary arrangements for scheduling and providing the energy and capacity for its Customers in accordance with the applicable system requirements of the Transmission Provider.

2.4 Cooperative's Obligations

The Cooperative agrees to satisfy all of its requirements with respect to the CSP as provided in the Act, Rules and the Cooperative's CSP Tariff, all as may be revised from time to time.

2.5 Mutual Obligations

The Cooperative and CSP will cooperate in order to ensure delivery of energy to Customers as provided for by the applicable legal authorities. The CSP and the Cooperative shall exchange all data, materials or other information that is specified in this Agreement in accordance with Commission standards, and that may otherwise be reasonably required by the CSP or the Cooperative in connection with their obligations under this Agreement, subject to the confidentiality provisions in Article 21 of the Cooperative's CSP Tariff, in a timely manner.

2.6 Waiver of Rules

The Parties agree that if either Party requests a waiver to the provisions of the Rules pursuant to 20 VAC 5-312-20.A, such Party will notify the other Party prior to making such a request for waiver.

2.7 Tariffs Incorporated

The Cooperative's tariffs as filed with the Commission and as modified from time to time, including the Terms and Conditions of Service, and the CSP Tariff are incorporated herein by reference.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1 Competitive Service Provider Representations and Warranties

The CSP hereby represents, warrants, and covenants as follows that:

- a. The CSP is a [corporation/partnership/ _____] duly organized and validly existing under the laws of the State of _____, and is authorized to do business and is in good standing in the Commonwealth of Virginia;
- b. The CSP has all requisite power and authority to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder, including Commission licensure to provide Electricity Supply Service to Customers located within the Commonwealth of Virginia. Such licensure shall be maintained throughout the life of this Agreement, and the lack of which shall immediately terminate the Agreement;
- c. The CSP will provide electric energy to (i) electricity customers whose demand during the most recent calendar year exceeded five megawatts but did not exceed one percent of the Company's peak load during the most recent calendar year (unless such customer had non-coincident peak demand in excess of 90 megawatts in calendar year 2006 or any year thereafter); and/or (ii) two or more individual nonresidential retail customers that aggregate demand to exceed five megawatts to become qualified to purchase electric energy competitively, and that petition and receive from the Commission approval to combine or aggregate their demands. If the CSP will provide electric energy to any customer that would fall outside the above two categories, the CSP represents and warrants that it will provide Electricity Supply Service provided 100 percent from renewable energy in accordance with § 56-576 and § 56-577.A.5 of the Code of Virginia. Evidence that the CSP is not providing Electricity Supply Service provided 100 percent from renewable energy to such customers shall immediately terminate this Agreement;
- d. The execution and delivery of this Agreement and the performance of the CSP's obligations hereunder have been duly authorized by all necessary actions on the part of the CSP and do not and will not conflict with or result in a breach of the CSP's charter documents or bylaws or any indenture, mortgage, other agreement or instrument or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the CSP is a party or by which the CSP or any of its properties is bound or subject nor any legal proceeding now pending, or to CSP as knowledge, threatened;
- e. This Agreement is the valid and binding obligation of the CSP, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditor's rights generally or by general principles of equity;
- f. There are no actions at law, suits in equity, proceedings or claims pending against it before any federal, state, foreign or local court, tribunal or

- government agency or authority that might materially delay, prevent or hinder the performance of its obligations hereunder; and
- g. The CSP will continue to comply with all obligations, rules and regulations, as established and interpreted by the Transmission Provider, that are applicable to CSPs serving Customers located in the Transmission Provider's control area.

3.2 Notice of Violation

If either Party learns that any of the representations, warranties, or covenants in this Agreement has been violated, then such Party shall immediately notify the other Party via facsimile or electronic mail, with a hard copy of the notice delivered by overnight mail. Such notice shall include the plans of action the Party in violation will take to remedy the violation if it is so able. In the event the Party in violation cannot remedy the violation to the reasonable satisfaction of the other Party, the Parties may terminate this Agreement pursuant to the Cooperative's CSP Tariff.

3.3 Cooperative Representations and Warranties

The Cooperative hereby represents, warrants and covenants as follows that:

- a. The Cooperative is an electric utility Cooperative duly organized and validly existing under the laws of the Commonwealth of Virginia;
- b. The Cooperative has all requisite power and authority to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder;
- c. The execution and delivery of this Agreement and the performance of the Cooperative's obligations hereunder have been duly authorized by all necessary actions on the part of the Cooperative and do not and will not conflict with or result in a breach of the Cooperative's charter documents or bylaws or any indenture, mortgage, other agreement or instrument or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Cooperative is a party or by which the Cooperative or any of its properties is bound or subject, nor any legal proceeding now pending or to the Cooperative's knowledge, threatened;
- d. This Agreement is the valid and binding obligation of the Cooperative; enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity; and
- e. There are no actions at law, suits in equity, proceedings or claims pending against it before any federal, state foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the performance of its obligations hereunder.

3.4 Continuation of Warranties

All representations and warranties contained in Article 3 shall continue for the term of this Agreement.

ARTICLE 4: REMEDY FOR BREACH OF CONFIDENTIALITY

The Parties agree that it will be impossible or very difficult to measure in terms of money the damages that would accrue due to any breach of the confidentiality provisions of the CSP Tariff or any failure to perform any obligation herein and, for that reason, among others, the Cooperative is entitled to specific performance of the confidentiality provisions of the CSP Tariff, or injunctive or other equitable relief as a remedy for a breach of the confidentiality provisions of the CSP Tariff. If the Cooperative institutes a proceeding to enforce any part of the confidentiality provisions of the CSP Tariff, the CSP hereby waives any claim or defense that an adequate remedy at law exists. Any such relief shall be in addition to, and not in lieu of, money damages or any other legal remedy available to the Cooperative.

ARTICLE 5: INDEMNIFICATION

5.1 Indemnification

To the fullest extent permitted by law, the CSP shall defend, indemnify and hold harmless the Cooperative from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including the Cooperative's employees or any third parties, or any other liability incurred by the Cooperative, including reasonable attorneys' fees, relating to performance under this Agreement, except to the extent that a court of competent jurisdiction determines that the losses, expenses or damage were caused wholly or in part by any negligent or willful act or omission of the Cooperative.

5.2 Survives Agreement

The indemnifications under this Article shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CSP or the Cooperative under any statutory scheme, including any Workers Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

5.3 Implementation of Change in Indemnifying Party

It is specifically understood and agreed, without limiting the Cooperative's right to indemnification under this Article, that the CSP shall indemnify the Cooperative from and against all claims and/or liabilities arising out of the switching of Customers to Competitive Energy Supply Service under the procedures in the Rules, including but not limited to "slamming" as that term may be defined by the Commission.

ARTICLE 6: MISCELLANEOUS PROVISIONS

6.1 Notices

Unless otherwise stated herein, all notices, Demands or requests required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by overnight express mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the CSP to:

If to the Cooperative to:

Rappahannock Electric Cooperative
247 Industrial Court
Fredericksburg, VA 22408
(Fax: 540.891.5981)

or to such other person at such other address as a Party shall designate by like notice to the other Party. Notices received after the close of the business day shall be deemed received on the next business day.

6.2 No Prejudice of Rights

No term or condition of this Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the Party claimed to have waived or consented to the excuse. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

6.3 Gratuities to Employees

The CSP and its employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Cooperative.

6.4 Assignment

This Agreement may not be assigned by the CSP without (a) any necessary regulatory approval and (b) the prior written consent of the Cooperative, which consent shall not be unreasonably withheld. No assignment of this Agreement shall relieve the CSP of any of its obligations under this Agreement. The Cooperative may assign any or all of its rights and obligations under this Agreement, without the CSP's consent, to any entity succeeding to all or substantially all of the distribution assets of the Cooperative's system, if such assignee agrees, in writing, to be bound

by all of the terms and conditions hereof, and if any necessary regulatory approvals are obtained.

6.5 Taxes

All present or future federal, state, municipal or other taxes imposed on the CSP by any taxing authority by reason of this Agreement shall be the liability of the CSP. The CSP shall pay all such taxes to the applicable taxing authority to the extent required or permitted by law. If any transaction is exempt from the payment of any such taxes, the CSP will, if requested, provide the Cooperative with valid tax exemption certificates. If the Cooperative is required to remit any such taxes directly to any applicable taxing authority, other than taxes previously collected by the Cooperative directly from the CSP's Customers, the CSP indemnifies the Cooperative against, and will pay the Cooperative for, all such tax amounts upon demand.

6.6 Governing Law

To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment and termination of this Agreement shall be governed by the laws of the Commonwealth of Virginia.

6.7 Headings

The headings and sub-headings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereunto, nor should they be used to aid in any manner in the construction of this Agreement.

6.8 Third Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.

6.9 Force Majeure

The obligations of the Parties under this Agreement are subject to the provisions for Force Majeure of the CSP Tariff.

6.10 Relationship of the Parties and Survival

1. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties, or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
2. Cancellation, expiration or early termination of this Agreement shall not relieve the Parties of obligations that by their nature survive such cancellation, expiration or termination, including, without limitation,

payment of any amounts due, warranties, remedies, promises of indemnity and confidentiality.

3. Should any provision of this Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof, unless it materially changes the Agreement of the Parties.
4. Each of the Parties hereto acknowledges that it has read this Agreement, the Act, the Rules, and the Cooperative's tariffs understands them, and agrees to be bound by their terms. This Agreement is intended by the Parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. All prior written or oral understandings, offers or other communications or every kind pertaining to this Agreement are hereby abrogated and withdrawn.
5. The word "including," when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

RAPPAHANNOCK ELECTRIC COOPERATIVE

By: _____

Name: _____

Title: _____

Date: _____

(Supplier)

By: _____

Name: _____

Title: _____

Date: _____

RAPPAHANNOCK
ELECTRIC COOPERATIVE

ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT

Filed with the Virginia State Corporation Commission effective April 26, 2016.

**RAPPAHANNOCK ELECTRIC COOPERATIVE
ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT**

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the “Agreement”) is made as of _____, 20__ , by and between Rappahannock Electric Cooperative, a Virginia utility consumer service cooperative (“Cooperative”) and a Local Distribution Company with its headquarters in Fredericksburg, Virginia, and _____, a Competitive Service Provider, a _____ corporation with offices at _____ (individually, each a “Party” or “Trading Partner,” collectively, the “Parties” or “Trading Partners”).

RECITALS

WHEREAS, the Parties desire to facilitate the electronic exchange of reports, data and information required as set forth in the applicable laws, regulatory authority orders, practices and standards established through the Electronic Data Transaction Practices for Electric Retail Access in the Commonwealth of Virginia (“VAEDT Plan”), and subject to the Cooperative’s Competitive Service Provider Tariff (“CSP Tariff”) on file with the Virginia State Corporation Commission (“Commission”), as amended from time to time, by electronically transmitting and receiving data in agreed formats; and

WHEREAS, the Virginia Electric Utility Regulation Act, Va. Code §§ 56-576 *et seq.* (the “Act”), as amended, provides for the regulation of the electric industry in Virginia such that regulated electric utilities must allow non-discriminatory direct access to their distribution systems by Competitive Service Providers of Electricity Supply Service and further provides that, with implementation of such access to the distribution system, the Cooperative will continue to serve as the exclusive electric distribution provider within its service territory;

WHEREAS, the Parties desire that such electronic exchanges fully comply with their underlying obligations as set forth in all applicable laws, regulatory authority orders, practices and standards, and subject to the Cooperative’s CSP Tariff; and

WHEREAS, the Parties desire to enter into this Agreement to govern their relationship with respect to computer to computer exchange of information (“Electronic Transactions”).

NOW THEREFORE, in consideration of mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

ARTICLE 1. PREREQUISITES

- 1.1 Electronic Transactions.** Each Trading Partner will electronically transmit to or receive from the other Trading Partner specified Electronic Transactions in accordance with this Agreement. Electronic Transactions that will be used within the confines of this Agreement shall be transmitted in accordance with the standards and in the formats approved by the Virginia Electronic Data Transfer Working Group (“VAEDT”), as the same may be amended from time to time.
- 1.2 Scope of the Agreement.** This Agreement shall govern and apply only to Electronic Transactions transmitted from either Trading Partner to the other in connection with the provision of Electricity Supply Service in the Cooperative’s service territory.
- 1.3 Third-Party Service Providers.**

 - 1.3.1 Electronic Transactions will be transmitted electronically to each Trading Partner through any third-party service provider (“Provider”) with which either Trading Partner may contract on its own behalf. Either Trading Partner may change its Provider upon sixty (60) days prior written notice to the other Trading Partner. Testing requirements, as detailed in the VAEDT Plan, must be completed at least ten (10) business days in advance of the change to a new Provider.
 - 1.3.2 Each Trading Partner shall be responsible for the costs and performance of any Provider with which it contracts.
- 1.4 System Operations.** Each Trading Partner, at its own expense, shall be responsible for and/or provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Electronic Transactions.
- 1.5 Security Procedures.** Each Trading Partner shall properly use security procedures, including those specified by the VAEDT, if any, which are reasonably sufficient to ensure that all transmissions of documents are authorized and to protect its business records and data from improper access.
- 1.6 Signatures.** Where applicable each Trading Partner shall adopt as its signature an electronic identification consisting of symbol(s) or code(s), which are affixed to or contained in each document transmitted by such Trading Partner (“Signature”). Each Trading Partner agrees that any Signature of such Trading Partner affixed to or contained in any transmitted document shall be sufficient to verify such Trading Partner originated such document. Neither Trading Partner shall disclose to any unauthorized person the Signature(s) of the other Trading Partner.

- 1.7 Freedom from Computer Viruses.** Trading Partner shall use reasonable efforts to ensure that Electronic Transactions are free of all disabling devices, including, but not limited to, the following: computer viruses, back door, time bomb, Trojan horse, worm, drop dead device or other computer software code or routine designed to disable, damage, impair or electronically repossess or erase programs or data files which can cause damage to a Trading Partner's computer systems and/or operations or availability.
- 1.8 Data Recovery and Retention.** Trading Partners agree to maintain adequate back-up files and retransmission capability in accordance with the provisions found in the VAEDT Plan. Electronic Transactions shall be retained for such periods as stated in the VAEDT Plan and by the Commonwealth of Virginia and Federal requirements.
- 1.9 Testing.**
- 1.9.1 Electronic Data Interchange ("EDI") testing certification, as detailed in the VAEDT Plan, with added Cooperative requirements is required prior to the exchange of production transactions. The Cooperative reserves the right to add requirements as necessary.
- 1.9.2 Following acceptance for production use, additional testing may be required by a Trading Partner in response to a change in the system environments including, but not limited to: installation of a new application system, installation of a new electronic data interchange ("EDI") translator or implementation of a new EDI version. Additional testing shall adhere to the standard testing procedures determined by the VAEDT and the Cooperative.

ARTICLE 2. TRANSMISSIONS

- 2.1 Proper Receipt.** Documents or any Electronic Transaction shall not be deemed to have been properly received, and no document shall give rise to any obligation, until accessible to the receiving Trading Partner; verification of receipt shall be confirmed in accordance with standards specified in the VAEDT Plan.
- 2.2 Verification.** Upon proper receipt of any Electronic Transaction, document or any information related to the Electronic Transaction, the receiving Trading Partner shall properly transmit a Functional Acknowledgment ("FA") in return, in the VAEDT approved format, within the time frame specified by the VAEDT. A FA shall constitute conclusive evidence that an Electronic Transaction has been received by the recipient Trading Partner.
- 2.3 Responses.** If a response ("Response Transaction") to an Electronic Transaction or document is required by the VAEDT, any such Electronic Transaction which has been properly received shall not give rise to any obligation unless and until

the Trading Partner initially transmitting such Electronic Transaction has properly received in return a Response Transaction.

- 2.4 Garbled Transmissions.** If any transmitted Electronic Transaction is received in an unintelligible or garbled form, the receiving Trading Partner shall promptly notify the originating Trading Partner (if identifiable from the received document). In the absence of such a notice, the originating Trading Partner's records of the contents of such Electronic Transaction shall control, unless the identity of the originating Trading Partner cannot be determined from the received Electronic Transaction.

ARTICLE 3. TRANSACTION TERMS

- 3.1 Cooperative's CSP Tariff.** Any Electronic Transaction made pursuant to this Agreement (and any related document or communication) shall also be subject to the Cooperative's CSP Tariff. The Parties acknowledge that the Cooperative's CSP Tariff may be or may become inconsistent or in conflict with this Agreement, but the Parties agree that any conflict or dispute that arises between the Parties in connection with any such Electronic Transaction will be resolved as if such Electronic Transaction had been effected through application of the Cooperative's CSP Tariff. Any inconsistency between the Agreement and any order of the Commission shall be resolved by giving precedence to the Commission order and then to this Agreement.
- 3.2 Confidentiality.** Electronic Transactions, documents and other communications related to Electronic Transactions under the Agreement shall maintain the same confidential or nonconfidential status (whichever is applicable) as they would have in the form of paper records.
- 3.3 Validity: Enforceability.**
- 3.3.1 This Agreement has been executed by the Parties to evidence their mutual intent to create binding transactions pursuant to the electronic transmission and receipt of Electronic Transaction information specifying certain of the applicable terms, regarding the electric retail access activities of the Cooperative and Competitive Service Providers.
- 3.3.2 The Parties agree that correspondence and documents electronically transmitted pursuant to this Agreement shall be construed to be in conformance with all requirements set forth in the Cooperative's CSP Tariff and standards as approved by the VAEDT for all purposes.
- 3.3.3 Any Electronic Transaction, document and any information related to the Electronic Transaction, properly transmitted pursuant to this Agreement, shall be considered to be a "writing" or "in writing" and any such Electronic Transaction when containing, or to which there is affixed, a Signature shall be deemed for all purposes to have been "signed" and to

constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.

- 3.3.4 The conduct of the Parties pursuant to this Agreement, including the use of signed Electronic Transaction or document properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of performance accepted by the Parties in furtherance of this Agreement.
- 3.3.5 The Parties agree not to contest the validity or enforceability of signed Electronic Transactions or any document under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the Trading Partner to be bound thereby. Signed Electronic Transactions or documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Trading Partner shall contest the admissibility of copies of signed Electronic Transactions on the basis that the signed documents were not originated or maintained in documentary form.

ARTICLE 4. MISCELLANEOUS

- 4.1 Headings.** Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of the Agreement.
- 4.2 Definitions.** Terms introduced and subsequently capitalized will have the meanings as indicated herein. Other terms capitalized and used in this Agreement will have the meanings as set forth in the Cooperative’s CSP Tariff. Unless the context clearly intends to the contrary, words singular or plural in number shall be deemed to include the other and pronouns having a masculine or feminine gender shall be deemed to include the other.
- 4.3 Termination.** This Agreement shall become effective as of the day and year first above written and shall remain in effect until terminated by either Trading Partner with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the Parties arising under any Electronic Transaction or otherwise under this Agreement prior to the effective date of termination. Any attempted termination in conflict with any order of the Commission shall be deemed ineffective for purposes herein.
- 4.4 Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of the Agreement or affecting the validity or enforceability of such remaining provisions.

- 4.5 Entire Agreement.** This Agreement constitutes the complete agreement of the Trading Partners relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.
- 4.6 Assignment.** This Agreement, or any rights or obligations hereunder, shall not be assigned by either Trading Partner without the express written approval of the other Trading Partner. Any assignment that does not comply with the provisions of this Section 4.6 shall be null and void.
- 4.7 Non-Waiver.** The waiver by either Trading Partner of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation.
- 4.8 Governing Law and Cooperative's CSP Tariff.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia and the Cooperative's CSP Tariff. This Agreement shall at all times be subject to any changes or modifications by the Commission as it may, from time to time, direct in the exercise of its jurisdiction.
- 4.9 Force Majeure.** The obligations of the Trading Partners under this Agreement are subject to the provisions of Force Majeure of the CSP Tariff.
- 4.10 Exclusion of Damages.** Neither Trading Partner shall be liable to the other Trading Partner for any consequential, indirect, incidental, special, ancillary, punitive, exemplary or other damages including lost profits, lost revenues, or other monetary losses or damages in connection with this Agreement, any Electronic Transaction or any document including, but not limited to, arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any documents pursuant to this Agreement, even if such Trading Partner has been advised of the possibility of such damages.
- 4.11 Resolution of Disputes.** In the event of any controversy or claim arising out of or relating to this Agreement, or breach thereof, the Parties shall use commercially reasonable judgment to resolve the claim or dispute in accordance with the Cooperative's CSP Tariff.
- 4.12 Notices.** Unless otherwise provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been received when personally delivered, when sent to the address and persons specified in this Agreement by (i) courier delivery; (ii) Federal Express or similar overnight courier delivery; or (iii) U.S. Certified mail, return receipt requested. Notices or communications shall be deemed given on the date of (a) courier or overnight courier delivery; or (b) in the case of transmittal by U.S. Certified mail, return receipt requested, the date the return receipt is signed or delivery is

rejected. The following are the primary contacts for all communications related to this Agreement;

Rappahannock Electric Cooperative

Name: Joyce Bodoh
Address: P.O. Box 7388
247 Industrial Court (22408)
Fredericksburg, Virginia 22404-7388
Phone: 540.891.5973
Fax: 540.891.5981
Email: jbodoh@myrec.coop

[Company Name]:

Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

IN WITNESS WHEREOF, the Parties have executed the agreement as of the day and year first above written.

RAPPAHANNOCK ELECTRIC COOPERATIVE:

By: _____

Name: _____

Title: _____

[COMPANY NAME]:

By: _____

Name: _____

Title: _____

RAPPAHANNOCK
ELECTRIC COOPERATIVE

DISPUTE RESOLUTION PROCEDURE

**RAPPAHANNOCK ELECTRIC COOPERATIVE
DISPUTE RESOLUTION PROCEDURE**

TO ADDRESS DISPUTES BETWEEN THE COOPERATIVE AND COMPETITIVE SERVICE PROVIDERS

According to Title 20, Agency 5, Chapter 312, Section 110, Subsection G of the *Rules Governing Retail Access to Competitive Energy Services* (20 VAC 5-312-10 through -110 of the Virginia Administrative Code (“the Rules”)), prior to implementation of full or phased-in retail access each local distribution company is to establish and file with the State Corporation Commission (“Commission”) an explicit dispute resolution procedure to address complaints, disputes, or alleged violations of the provisions of the Rules that may arise between the local distribution company and a competitive service provider (“CSP”).

This is Rappahannock Electric Cooperative’s (the “Cooperative”) Dispute Resolution Procedure for retail access. The following procedures shall apply to all disputes between a CSP and the Cooperative with respect to the CSP’s provision of Electricity Supply Services in the Cooperative’s service territory. This procedure does not apply to disputes between a CSP and its transmission provider or a consumer and its chosen CSP. Any disputes between a member and the Cooperative will be addressed as described in the Cooperative’s *Terms and Conditions of Service*.

Dispute Resolution Procedure:

1. The Cooperative shall use good faith and reasonable efforts to informally resolve all complaints, disagreements and disputes with registered CSPs.
2. The Cooperative’s Joyce Bodoh at (540) 891-5973 shall be the Cooperative’s contact for all customer questions and requests for information, including complaints, disagreements and disputes. A CSP may submit its questions and requests for information to the Cooperative by telephone, e-mail, facsimile, letter or similar means. For the purpose of clarification, the Cooperative may request that the CSP present its question or request in writing, including a clear statement of the action or relief requested (“Request”).
3. The Cooperative pledges to resolve complaints, disagreements and disputes in a reasonable and timely manner through this Dispute Resolution Procedure. Normally, the Cooperative will provide a written response, including a proposal for resolution, to a Request within 15 business days after the Cooperative receives the Request. In the event the Cooperative finds that it cannot adequately respond to the Request within such 15 business days, the Cooperative will notify the CSP in writing and will provide a date by which its response may be expected.
4. If the initial exchange of written material and any discussions do not resolve the dispute, either party may request a meeting at a mutually acceptable location to discuss the matter further. The responding party must agree to such a meeting to be held within 15 business days following the request.

5. If the Cooperative and the CSP are unable to resolve a dispute under this Dispute Resolution Procedure, the parties may mutually agree to an alternative dispute resolution technique (such as mediation or arbitration) prior to or in lieu of petitioning the State Corporation Commission.
6. This Dispute Resolution Procedure does not preclude either party from submitting a formal dispute to the State Corporation Commission for resolution.
7. If the Cooperative and the CSP are unable to resolve a dispute under the Dispute Resolution Procedure within 45 business days after the receipt of the Request or other mutually agreed-upon time frame, either party may file the dispute with the State Corporation Commission for formal resolution.
8. If a dispute involves the accuracy of invoiced charges, the CSP must pay the full disputed invoice on or before the delinquent date. The disputed charges shall be treated as mutually agreed to or in accordance with the order of the State Corporation Commission. If the dispute is resolved in the CSP's favor, the Cooperative will make an appropriate refund to the CSP within ten (10) business days via either a wire transfer to the CSP's bank, or a credit on the CSP's next invoice.
9. Nothing shall limit the right of any party to file an appropriate complaint or request for relief with a regulatory authority of competent jurisdiction under relevant provisions of the Code of Virginia, the Federal Power Act, or other applicable state or federal law.

RAPPAHANNOCK
ELECTRIC COOPERATIVE

AGGREGATOR AGREEMENT

Filed with the Virginia State Corporation Commission effective April 26, 2016.

**RAPPAHANNOCK ELECTRIC COOPERATIVE
AGGREGATOR AGREEMENT**

THIS AGGREGATOR AGREEMENT (the "Agreement") is made as of _____, 200_, by and between Rappahannock Electric Cooperative, a Virginia utility consumer service cooperative ("Cooperative") and a Local Distribution Company with its headquarters in Fredericksburg Virginia, and _____, (the "Aggregator"), a _____ corporation with offices at _____ (individually, each a "Party," collectively, the "Parties").

RECITALS

WHEREAS, the Cooperative is a public utility with an exclusive franchise to serve customers located within its service territory;

WHEREAS, the Virginia Electric Utility Regulation Act, Va. Code §§ 56-576 *et seq* (the "Act"), as amended, provides for the regulation of the electric industry in Virginia such that regulated electric utilities must allow non-discriminatory direct access to their distribution systems by Competitive Service Providers of Electricity Supply Service and further provides that, with implementation of such access to the distribution system, the Cooperative will continue to serve as the exclusive electric distribution provider within its service territory;

WHEREAS, the Virginia State Corporation Commission ("Commission"), acting pursuant to the Act, has promulgated the Rules Governing Retail Access to Competitive Energy Services, 20 VAC 5-312-10 through VAC 5-312-110 and the Rules Governing Exemptions to Minimum Stay Requirements and Wires Charges, 20 VAC 5-313-10 through -40, of the Virginia Administrative Code (the "Rules");

WHEREAS, in connection with the provision of Electricity Supply Service in the Cooperative's service territory, the Aggregator (i) intends to provide such services as are authorized in the Rules to be performed by an Aggregator ("Aggregation Service"), and (ii) has been issued License Number _____ by the Commission to provide Aggregation Service to customers in Virginia; and

WHEREAS, an agreement between the Cooperative and the Aggregator is needed for the Aggregator to be registered with the Cooperative to engage in the provision of Aggregation Service in the Cooperative's service territory and access the mass list of eligible customers and other Cooperative maintained information on the secured supplier pages of the Cooperative's Energy Choice Internet web site.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and the above Recitals, which are incorporated herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1. GENERAL TERMS AND CONDITIONS

- 1.1 The Aggregator hereby agrees to: (i) satisfy all requirements of the Act, the Rules, and applicable provisions of the Cooperative's Competitive Service Provider Coordination Tariff on file with the Commission (the "CSP Tariff"); (ii) obtain and maintain a license from the Commission and any licenses, permits or other authorizations from any other federal, state or local agencies required for participation as an Aggregator in the Virginia retail electric supply market; and (iii) execute all applications and agreements required for the Aggregator's provision of Aggregation Service in the Cooperative's service territory. This Agreement is the valid and binding obligation of the Aggregator, enforceable in accordance with the terms contained in the Cooperative's tariffs, as revised from time to time.
- 1.2 This Agreement shall terminate April 30 each year following the Effective Date unless terminated sooner as provided in the Cooperative's CSP Tariff. This Agreement may be renewed in conjunction with the Aggregator satisfying the registration renewal requirements pursuant to the Cooperative's CSP Tariff.
- 1.3 This Agreement shall or may be terminated in the event the Aggregator ceases to participate in or otherwise withdraws from the provision of Aggregation Service to Retail Customers in the Cooperative's service territory.

ARTICLE 2. CONFIDENTIALITY OF INFORMATION

- 2.1 The Aggregator shall adequately safeguard all Customer information and shall not disclose such information unless the Customer authorizes disclosure in accordance with 20 VAC 5-312-60.A.
- 2.2 All Cooperative information made available by the Cooperative to the Aggregator pursuant to this Agreement, including, without limitation, rate class load profile data and information regarding the Cooperative's computer systems or communications systems, shall not be disclosed to third parties without written consent from the Cooperative and shall not be used by the Aggregator for any purpose other than the Aggregator's provision of Aggregation Service to Customers.
- 2.3 The Parties agree that it will be impossible or very difficult to measure in terms of money the damages that would accrue due to any breach of the confidentiality provisions of this Agreement and the Cooperative's CSP Tariff or any failure to perform any obligation herein and, for that reason, among others, the Cooperative is entitled to specific performance of the confidentiality provisions of this Agreement and the Cooperative's CSP Tariff, or injunctive or other equitable relief as a remedy for a breach of the confidentiality provisions of this Agreement and the Cooperative's CSP Tariff. If the Cooperative institutes a proceeding to enforce any part of the confidentiality provisions of this Agreement and the Cooperative's CSP Tariff, CSP hereby waives any claim or defense that an adequate remedy at law exists. Any such relief shall be in addition to, and not in lieu of, money damages or any other legal remedy available to the Cooperative.

ARTICLE 3. TAXES

- 3.1 All present or future federal, state, municipal or other taxes imposed on the Aggregator by any taxing authority by reason of this Agreement shall be the liability of the Aggregator. The Aggregator shall pay all such taxes to the applicable taxing authority to the extent required or permitted by law. If any transaction is exempt from the payment of any such taxes, the Aggregator will, if requested, provide the Cooperative with valid tax exemption certificates. If the Cooperative is required to remit any such taxes directly to any applicable taxing authority, other than taxes previously collected by the Cooperative directly from the Aggregator's Customers, the Aggregator indemnifies the Cooperative against, and will pay the Cooperative for, all such tax amounts upon demand.

ARTICLE 4. MISCELLANEOUS

- 4.1 **Headings.** Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of the Agreement.
- 4.2 **Definitions.** Terms introduced and subsequently capitalized will have the meanings as indicated herein. Other terms capitalized and used in this Agreement will have the meanings as set forth in the Cooperative's CSP Tariff. Unless the context clearly intends to the contrary, words singular or plural in number shall be deemed to include the other and pronouns having a masculine or feminine gender shall be deemed to include the other.
- 4.3 **Severability.** Should any provision of this Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof, unless it materially changes the Agreement of the Parties.
- 4.4 **Entire Agreement.** This Agreement constitutes the complete agreement of the Parties relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.
- 4.5 **Assignment.** This Agreement may not be assigned by the Aggregator without (a) any necessary regulatory approval and (b) the prior written consent of the Cooperative, which consent shall not be unreasonably withheld. No assignment of this Agreement shall relieve the Aggregator of any of its obligations under this Agreement until such obligations have been assumed by the assignee.
- 4.6 **Non-Waiver.** The waiver by either Party of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation.
- 4.7 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

- 4.8 Force Majeure.** The obligations of the Parties under this Agreement are subject to the provisions of the Force Majeure of the CSP Tariff.
- 4.9 Indemnification.** The Aggregator shall defend, indemnify and hold harmless the Cooperative from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including the Cooperative's employees or any third parties, or any other liability incurred by the Cooperative, including reasonable attorneys' fees, relating to performance under this Agreement, except to the extent that a court of competent jurisdiction determines that the losses, expenses or damage were caused wholly or in part by any grossly negligent or willful act or omission of the Cooperative.
- 4.10 Resolution of Disputes.** In the event of any controversy or claim arising out of or relating to this Agreement, or breach thereof, the Parties shall use commercially reasonable judgment to resolve the claim or dispute in accordance with the Cooperative's CSP Tariff.
- 4.11 Cancellation, expiration or early termination.** Cancellation, expiration or early termination of this Agreement shall not relieve the Parties of obligations that by their nature survive such cancellation, expiration or termination, including, without limitation, payment of any amounts due, warranties, remedies, promises of indemnity and confidentiality.
- 4.12 Notices.** Unless otherwise provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been received when personally delivered, when sent to the address and persons specified in this Agreement by (i) courier delivery; (ii) Federal Express or similar overnight courier delivery; or (iii) U.S. Certified mail, return receipt requested. Notices or communications shall be deemed given on the date of (a) courier or overnight courier delivery; or (b) in the case of transmittal by U.S. Certified mail, return receipt requested, the date the return receipt is signed or delivery is rejected. The following are the primary contacts for all communications related to this Agreement;

Rappahannock Electric Cooperative

Name: Joyce Bodoh
Address: P.O. Box 7388
247 Industrial Court (22408)
Fredericksburg, Virginia 22404-7388
Phone: 540.891.5973
Fax: 540.891.5981
Email: jbodoh@myrec.coop

[Company Name]:

Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

IN WITNESS WHEREOF, the Parties have executed the agreement as of the day and year first above written.

RAPPAHANNOCK ELECTRIC COOPERATIVE:

By: _____
Name: _____
Title: _____

[COMPANY NAME]:

By: _____
Name: _____
Title: _____