

**CENTRAL VIRGINIA ELECTRIC COOPERATIVE**

**COMPETITIVE SERVICE PROVIDER  
COORDINATION TARIFF**

Filed pursuant to Case No. PUE01 \_\_\_\_\_

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## 1.0 PURPOSE

### 1.1 Retail Competition

Pursuant to § 56-577.A.2 of the Virginia Electric Utility Restructuring Act, Virginia Code §§ 56-576 to 56-596 (the “Act”), Retail Customers of electric energy within the Commonwealth shall be permitted to purchase energy from any supplier of electric energy licensed to sell retail electric energy within the Commonwealth during and after the period of transition to retail competition.

### 1.2 Transition to Retail Competition

The transition to retail competition shall be in accordance with the Virginia State Corporation Commission’s *Order Concerning Phase-in of Retail Choice* ("Phase-in Order") in Case No. PUE000740, dated March 30, 2001.

## 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.

**Agreements** – All applicable agreements executed by the Competitive Service Provider and the Cooperative including, but not limited to the Competitive Service Provider Agreement, the Transmission Service Agreement, and the Trading Partner Agreement. Where applicable, the Network Service Agreement may also be included.

**Business Day** - Any calendar day or computer processing day in which 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 Commission as part of Retail Access by an entity other than the Cooperative as a regulated body.

**Competitive Service Provider (CSP)** –An entity, licensed by the Commission, including an affiliated CSP, that sells or offers to sell a Competitive Energy Service within the Commonwealth.

**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.

**Control Area** - An electric system or systems bounded by interconnection and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection.

**Cooperative** – Central Virginia 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 application to computer application exchange of business information in a standard format.

**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 and 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 21 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)** -Transmission Provider's open access transmission tariff as filed with the FERC under FERC Order 888.

**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 consumption or use at one or more metered 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 20 VAC 5-312-110, of the Virginia Administrative Code.

**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 and Schedules for Supplying Electricity, 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.

**VAEDT or Virginia Electronic Data Transfer Working Group** - A 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.

### **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 CSP Obligations**

A CSP will be required to:

- 3.4.1** Furnish the Cooperative 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 Cooperative 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 Cooperative within 60 days preceding March 31;
- 3.4.2** Comply with all initial and continuing requirements of the Commission's licensure process and the registration requirements of the Cooperative and the Transmission Provider;
- 3.4.3** Adhere to the Cooperative's Terms and Conditions and the Transmission Provider's OATT, approved by the Commission and the FERC, as appropriate;
- 3.4.4** 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 Council and its regional councils, the FERC, or any successor agencies thereto;
- 3.4.5** 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;
- 3.4.6** 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;

**3.4.7** 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;

**3.4.8** Demonstrate, prior to Customer enrollment, that it is equipped with the communication capabilities necessary to comply with subsection 3.7.

### **3.5 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.

### **3.6 Electronic Data Interchange (EDI)**

The CSP and the Cooperative shall pursuant to 20 VAC 5-312-20.K 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.

### **3.7 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.

### **3.8 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 transmission service, including transmission access, energy scheduling, and reconciliation are between the Transmission Provider and the Transmission Customer.

### **4.2 Designation of a Transmission Customer**

The CSP must provide the Cooperative with a completed Transmission Customer Designation Form to designate the Transmission Customer who will be obtaining transmission service on behalf of the CSP. This form must be fully executed by the CSP and, where applicable, by the Transmission Customer. The Transmission Customer Designation Form is not intended to supplement or replace any agency relationship that may exist between the CSP and a Transmission Customer. No designation of a Transmission Customer shall take effect until accepted by the Cooperative.

### **4.3 Change of Transmission Customer**

To change the designation of its Transmission Customer, the CSP shall provide the Cooperative a completed Transmission Customer Designation Form stating such change and shall specify the effective calendar month of the change. The effective day of the change shall be the first day of the calendar month requested in such Transmission Customer Designation Form unless notification is received by the Cooperative less than 15 Business Days before the first day of that calendar month, in which case the effective day of the change shall be the first day of the subsequent calendar month.

### **4.4 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, and the Transmission Customer remains responsible for fulfilling all of its obligations and requirements under the OATT.

## **5.0 SYSTEM OPERATION**

### **5.1 Curtailment**

The Cooperative and the Transmission Provider shall have the right 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 or Transmission System; (iii) as directed by governmental authorities; (iv) due to emergencies, forced outages, potential overloading of the Transmission Systems and/or 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.

**6.2.1 Completed CSP Registration Application** - 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 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;
- 6.2.1.3 A fully executed Competitive Service Provider Agreement in the form of Attachment A hereto;
- 6.2.1.4 A fully executed Trading Partner Agreement in the form of Attachment B hereto;
- 6.2.1.5 Proof of a fully executed Transmission Service Agreement;
- 6.2.1.6 A fully completed Transmission Customer Designation Form signed by the appropriate parties in the form of Attachment C hereto.

**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 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 executed copies 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 with all information required in the original CSP Registration Form in accordance with subsection 3.5.

**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 terminate 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 either select a new CSP or shall be provided service under the Cooperative's Terms and Conditions. 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 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 advanced notice. Whenever possible, the CSP will coordinate activities with the Cooperative to minimize the impact on the Cooperative's resources.

## **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.

## **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.

## **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. 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 the 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 the 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.

## **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 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 Council and its regional councils, the FERC, or any successor agencies thereto;
- 8.2.3** CSP's failure to maintain credit standards as provided for in Section 7.0;
- 8.2.4** CSP's failure to make payment of any undisputed Competitive Service Provider Fees in the time prescribed;
- 8.2.5** CSP bankruptcy;
- 8.2.6** 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
- 8.2.7** 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 Economics 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, 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 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 and their options;
- 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 Customer's 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 the transition schedule approved by the Commission in its *Order Concerning Phase-in of Retail Choice* in Case No. PUE000740, dated March 30, 2001.

- 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.
- 9.1.2** The mass list will be made available two months prior to implementation of Retail Access in the Cooperative's service territory and will be updated at least every six months thereafter.
- 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.
- 9.1.7** The Cooperative will not provide a CSP with the address of a customer unless the customer's name appears on the mass list without an address.

## **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 15 calendar days prior to the Customer's next scheduled meter reading date for service to be effective on that 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 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 read date and ending 15 calendar days prior to the Customer's next scheduled meter read 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 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.

**10.3.4** The CSP will be charged a switching fee for each Enrollment Request processed as set forth in Schedule 1 of this Tariff.

## **10.4 Minimum Stay Periods**

The Cooperative reserves the right to impose a minimum-stay requirement upon certain customers who return to the Cooperative's regulated supply service after purchasing from a CSP. Such requirement will be used only in accordance with applicable rules and regulations of the Commission. Minimum-stay means the customer will be obligated to use the Cooperative's Regulated Supply Service for not less than 12 months before enrolling with a CSP.

## **10.5 Single Point of Delivery**

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

## **10.6 Multiple Points of Delivery**

Customers with more than one account with the Cooperative may be served by more than one CSP. However, in accordance with subsection 10.5 of the Tariff, service to each account is limited to a single CSP.

## **11.0 LOAD PROFILING, LOAD FORECASTING & TRANSMISSION SETTLEMENT**

### **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.

## **12.0 DEFAULT SERVICE (Reserved)**

## **13.0 METERING & METERING SERVICES**

### **13.1 Metering**

The Cooperative shall bear the responsibility for metering.

### **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 and with the Institute of Electrical and Electronics Engineers "Standard Requirements for Instrument Transformers." 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 or tampering 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.

## **14.0 COMPETITIVE METERING (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. The CSP may request services not included in this Tariff that the Cooperative and the CSP agree will facilitate the coordination of this Tariff. The parties will agree on the nature and costs of providing these optional services.

### **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 full payment on or before the due date shown on the bill. The billing date shall be determined by the Cooperative.

### **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 will include the CSP's account number or other identification 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**

### **16.1 Billing**

Except as provided elsewhere in this Tariff, the Cooperative shall be responsible for the billing and payment posting of all charges to Customers, in accordance with the Cooperative Tariffs and applicable Commission regulations.

### **16.2 Cooperative Consolidated Billing**

**16.2.1** The Customer will receive a single bill from the Cooperative reflecting all charges related to their electricity services. The Cooperative will render the bill

under its name and be responsible for receiving payments for its services and for the services of the relevant CSP.

- 16.2.2** Customers with more than one Cooperative account may not combine usage from those accounts to be considered as one Customer for purposes of billing the Cooperative's portion of the bill.

### **16.3 Bill Ready Billing Protocol**

**16.3.1** Bill Ready refers to the billing practice in which the CSP calculates the billing amounts and sends them to the Cooperative for inclusion on the Customer's bill. The CSP must deliver such billing amounts to the Cooperative via electronic formats using VAEDT standards. Once the meter readings have been sent to the CSP, the CSP has 3 Business Days to send its billing charges to the Cooperative for inclusion on the Customer's bill.

**16.3.2** A CSP's billing charges that are not received on time for the current month's billing must be re-sent during the next month's 3 Business Day billing window for inclusion on the Customer's bill. The Customer's current bill will indicate that it does not contain the CSP's billing charges if the CSP's billing charges were not received within the 3 Business Day billing window.

- 16.4** Under *Va. Code* §56-581.1(J), the Cooperative is not required to undertake coordination of the provision of consolidated or direct billing services by CSPs. The Cooperative may voluntarily undertake coordination of the provision of direct billing by a CSP as an unregulated service subject to terms negotiated between the Cooperative and that CSP.

### **16.5 Budget Billing**

The Cooperative will continue to offer budget billing for its charges only, whether or not the CSP offers budget billing to the Customer for its billing charges.

### **16.6 Billing Adjustments**

Individual circumstances may, from time to time, warrant the adjusting of the Cooperative's and the CSP's respective portions of a Customer's bill.

16.6.1.1 The Cooperative will determine, in its sole judgment, any adjustments to be made to billing determinants.

16.6.1.2 Adjustments to the Customer's billing determinants will be forwarded to the appropriate CSP.

16.6.1.3 The Cooperative may make applicable billing adjustments for its portion of the bill without regard to whether the CSP makes the same, similar, or related adjustments to the CSP's charges. The Cooperative shall not be held liable for the CSP's failure to use the Cooperative's adjusted billing determinants for billing the Customer.

16.6.1.4 The period of time to re-bill shall not exceed that determined under the Cooperative's Terms and Conditions.

## **17.0 PAYMENT & COLLECTIONS**

### **17.1 Payment Process**

- 17.1.1** Funds collected on behalf of the CSP will be electronically transferred to the CSP's bank account in accordance with Virginia EDI standards.
- 17.1.2** The Cooperative will use the payment hierarchy for processing partial payments in accordance with 20 VAC 5-312-90.H.
- 17.1.3** Taxes associated with such payments shall be collected and remitted pursuant to the provisions of § 58.1-2901 of the Code of Virginia.

### **17.2 Returned Checks**

In relation only to charges billed by the Cooperative, the following shall apply.

- 17.2.1** The Cooperative will be responsible for processing returned checks.
- 17.2.2** The Cooperative will electronically report returned check information to the CSP.
- 17.2.3** The Cooperative will reapply the returned check amount back to the Customer's account in the same manner in which the original payment was applied.
- 17.2.4** The Cooperative and the CSP will each be responsible for communication, notification and collection of their portion of the returned check and any associated charges.

### **17.3 Delinquent Bills**

The Cooperative and the CSP will each be responsible for communication, notification and collection of their portion of delinquent bills.

### **17.4 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.

## **18.0 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.

## **19.0 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 D.

## **20.0 LIMITATION OF LIABILITY**

### **20.1 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.

### **20.2 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.

### **20.3 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.

### **20.4 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.

## **20.5 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.

## **21.0 FORCE MAJEURE**

### **21.1 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.

### **21.2 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.

## **22.0 CONFIDENTIALITY OF INFORMATION**

### **22.1 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.

### **22.2 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.

## **23.0 REGULATORY AUTHORIZATIONS & JURISDICTION**

### **23.1 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.

### **23.2 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.

## **24.0 TREATMENT OF AGGREGATORS**

### **24.1 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.

#### **24.2 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, 18.0, 19.0, 20.0, 21.0, 22.0 and 24.0 of this Tariff related to, among other things, the confidentiality of Customer and Cooperative information.

#### **24.3 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:

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

#### **24.4 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 with all information required in the original Aggregator Registration Form. 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.

## SCHEDULE 1 – COMPETITIVE SERVICE PROVIDER & AGGREGATOR FEES

### CSP REGISTRATION FEE:

This fee covers the costs incurred to review the CSP's Registration Application, perform a credit check, set up the CSP's Cooperative account and establish an ID and password for access to the Cooperative's secured supplier internet site.

Year	2002	2003	2004	2005	2006	2007
Fee	\$___.00	\$___.00	\$___.00	\$___.00	\$___.00	\$___.00

### CSP REGISTRATION RENEWAL FEE:

This fee covers the costs incurred to review the updated Registration Application information, update the CSP's Cooperative account and update the CSP's database information.

Year	2002	2003	2004	2005	2006	2007
Fee	\$___.00	\$___.00	\$___.00	\$___.00	\$___.00	\$___.00

### SWITCHING FEE: (per Customer Enrollment Request processed)

This fee covers handling and administrative costs of processing a customer switch. It includes items such as: paper and envelope stock, postage for rescission letter, computer print time, printing & mail inserting costs, mail inserting equipment maintenance, and call center costs for handling rescission calls.

Year	2002	2003	2004	2005	2006	2007
Fee	\$0.__	\$0.__	\$0.__	\$0.__	\$0.__	\$0.__

### CONSOLIDATED BILLING FEE: (per bill rendered per month)

This fee covers handling and administrative costs of including the CSP's billing information on the Cooperative's bills. It includes items such as: paper stock, computer printer time, printing & mail inserting costs, mail inserting equipment maintenance, postage, bill verification of CSP rates, and a component for call center costs for handling billing calls.

Year	2002	2003	2004	2005	2006	2007
Fee	\$0.__	\$0.__	\$0.__	\$0.__	\$0.__	\$0.__

**TECHNICAL SUPPORT AND ASSISTANCE FEE:**

The Cooperative is under no obligation to provide additional assistance to CSPs. However, the Cooperative will endeavor to provide such technical support and assistance at the hourly rates shown. This fee covers the cost to investigate or handle a CSP's request for special assistance per hour for the first four hours of each request. The Cooperative will investigate or handle a CSP's request for up to 4 hours before seeking approval from the CSP to continue the investigation or handling of the request at the CSP's additional cost.

Year	2002	2003	2004	2005	2006	2007
Fee per hour	\$___.00	\$___.00	\$___.00	\$___.00	\$___.00	\$___.00

**AGGREGATOR REGISTRATION FEE:**

This fee covers the costs incurred to review the Aggregator's Registration Application, set up the Aggregator's Cooperative account and establish an ID and password for access to the Cooperative's secured supplier internet site.

Year	2002	2003	2004	2005	2006	2007
Fee	\$___.00	\$___.00	\$___.00	\$___.00	\$___.00	\$___.00

**LATE PAYMENT FEE:**

This fee is applied monthly to any past due balances on a CSP's account.

1 ½% per month

**MASS LIST OF ELIGIBLE CUSTOMERS:**

No Charge

**SYNCHRONIZATION LIST:**

No Charge

**ADVISORY LOAD FORECASTS:**

No Charge

**HISTORICAL INTERVAL DATA:**

Note: Available only for Customer accounts greater than 500 KW that require interval data recorders for billing under the Cooperative's Terms and Conditions.

No Charge