

**Virginia Electric and Power Company
d/b/a
Dominion Virginia Power**

**COMPETITIVE SERVICE PROVIDER
COORDINATION TARIFF**

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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.

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 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 (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 demands. 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 Company 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.

Agreements - All applicable agreements executed by the Competitive Service Provider and the Company and the Competitive Service Provider and PJM Interconnection, L.L.C. as required including, but not limited to the Competitive Service Provider Agreement, the Transmission Service Agreement, and the Trading Partner Agreement.

Billing Party - The party that renders a bill directly to a Retail Customer for competitive energy services or distribution services.

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

Commission - The State Corporation Commission of Virginia.

Company - Virginia Electric and Power Company doing business as Dominion Virginia Power.

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 Company as a regulated utility.

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 Company's relationship with the Competitive Service Provider.

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.

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

Distribution Facilities - Those electric facilities owned by the Company that operate at voltages of less than 69,000 volts and that are used to deliver electricity to Customers, up through and including the point of physical connection with electric facilities owned by the Customer.

Electric Distribution Service - The delivery of electricity through the Company's Distribution Facilities to a customer who purchases Electricity Supply Service from either a Competitive Service Provider or the Company.

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

Electronic Data Interchange (EDI) - The computer application to computer application exchange of business information in a standard format.

Enrollment Request - Electronic notification sent to the Company 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 18 of this Tariff.

FPA - Federal Power Act.

Interval Metering Services - Metering services provided in accordance with Section X. of the Company's Terms and Conditions.

Load Profile - An estimation of the electric usage patterns of Retail Customers (hourly kW loads) for those 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.

Load Serving Entity - Any entity (or the duly designated agent of such an entity), including a load aggregator or power marketer, (i) serving end-users within the PJM Control Area, and (ii) that has been granted the authority or has an obligation pursuant to state or local law, regulation or franchise to sell electric energy to end-users located within the PJM Control Area.

Open Access Transmission Tariff (OATT) - Transmission Provider's open access transmission tariff as filed with the FERC.

Rate Schedules – The Company'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 his or her own consumption at one or more metering points or nonmetered points of delivery for a single account located in the Company'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.

Security Administrator Form - The form used to establish CSP and Aggregator access to the secured pages of the Company's Energy Choice Internet web site.

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

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

Terms and Conditions - The Company'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 other Load Serving Entity that executes a Transmission Service Agreement with the Transmission Provider to utilize the Transmission Owners' transmission systems, in regard to retail access.

Transmission Facilities - Electric facilities owned by the Company that operate at 69,000 volts or greater and that are used to transmit and deliver electricity to customers up through and including the point of physical connection with the Company's Distribution Facilities or the electric facilities owned by the Customer, as may be applicable.

Transmission Owner - Each entity that owns, leases or otherwise has a possessor interest in facilities used for the transmission of electric energy in interstate commerce under the OATT.

Transmission Provider - The entity (PJM Interconnection, L.L.C.) that is regulated by the FERC and that operates the transmission systems required for the delivery of electricity to the Company, the CSP, or the Retail 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) - 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 Company, as the local distribution company, and each CSP necessary for ensuring the delivery of Electricity Supply Service to Retail Customers via the Company's transmission and 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 Company shall not be responsible for monitoring, reviewing or enforcing such contractual agreements or arrangements. The CSP cannot create any duty or liability between the Company and any Customer that is not otherwise required by statute, Commission regulation, or Company 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. To the extent required under any provision of the FPA, or any rule, regulation, order or determination of the FERC under the FPA, the Company shall secure, from time to time, all appropriate orders, approvals and determinations from the FERC necessary to support this Tariff.

3.5 CSP Obligations

A CSP will be required to:

- 3.5.1** In accordance with 20 VAC 5-312-50 B, furnish the Company proof of licensure from the Commission to provide Competitive Energy Services in the Commonwealth;
- 3.5.2** Comply with all initial and continuing requirements of the Commission's licensure process and the registration requirements of the Company and the Transmission Provider;
- 3.5.3** Adhere to the Company'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 Council and its regional councils, 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 Company a completed CSP Registration Application as defined in subsection 6.2.1 and annual updates to the registration as defined in subsection 6.3.1;
- 3.5.8** Satisfy the creditworthiness standards of the Company 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.

3.6 CSP and Company Obligations

The Company shall provide the CSP with Coordination Services as necessary for the delivery of Electricity Supply Service to its Retail Customers located within the Company's service territory. The Company and the CSP will cooperate in order to ensure delivery of Electricity Supply Service to Customers. The CSP and the Company 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 Company in connection with their obligations under this Tariff.

3.7 Electronic Data Interchange (EDI)

The CSP and the Company shall pursuant to 20 VAC 5-312-20 J 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 Company shall follow Commission approved EDI testing requirements and implementation guidelines.

3.8 Record Retention

The CSP and the Company 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 Company from taking necessary and appropriate actions, including but not limited to those described in the Company's Terms and Conditions, to ensure public safety and reliability of the Company'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. 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 Company and the Transmission Provider, pursuant to the OATT, shall have the right, on a basis that is not unduly discriminatory to any provider of Electricity Supply Service including the Company, 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 Company 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 Company's or Transmission Provider's facilities; (ii) to maintain the safety and reliability of the Distribution Facilities or Transmission Facilities; (iii) as directed by governmental authorities; (iv) due to emergencies, forced outages, potential overloading of the Transmission and/or Distribution Facilities; (v) due to Force Majeure; or (vi) as provided in any applicable tariff of the Company, 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 Company 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 Company or the Transmission Provider and is not otherwise excused.

5.2 Reasonable Efforts

The Company 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 Company 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 Company 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 Company's service territory shall comply with 20 VAC 5-312-50.

6.2 Registration Process with the Company

A CSP seeking to sell electricity in the Company's service territory must deliver a completed CSP registration application ("Application") to the Company in the manner directed by the Application. Copies of all Agreements and forms required in the Application can be found on the supplier pages of the Company's Energy Choice Internet web site.

6.2.1 Completed 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 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 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 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 Company'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 Company 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 Company.

6.2.3 Review of a Completed Application - Following receipt of a completed Application, the Company shall review the Application and if applicable, conduct a credit review. The Company 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 Company and CSP. For approved Applications, the Company shall execute the necessary agreements and return an executed copy to the CSP. Upon rejection of any Application, the Company 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 Company 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 Company arising from its previous receipt of services from the Company under this Tariff;

6.2.4.2 The CSP has failed to satisfy the Company's credit requirements; or

6.2.4.3 The CSP has failed to deliver to the Company 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 on active status with the Company shall submit to the Company an updated CSP Registration Form including any required attachments. Each updated CSP Registration Form shall be accompanied by a statement from the CSP attesting to the fact that other items, not updated on the form or attached remain accurate. In the event a CSP does not satisfy all requirements for registration renewal pursuant to this Tariff, then such CSP will cease to be on active status and will no longer be eligible for Coordination Service from the Company, and a new Application will be required to reinstate the CSP's registration with the Company.

6.3.2 Change in Status - The Company may periodically review a CSP's registration status. Where the Company determines that a CSP's registration status, including creditworthiness, is not adequate for its current service level, the Company may require the CSP to submit updated information relative to its status, before the annual registration renewal. The Company 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 Company's service territory to update its registration status with the Company.

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 Company has received all of the information necessary for the Company 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 advanced written notice to the Company 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 Company's service territory, pursuant to 20 VAC 5-312-80 O, the Agreements between the CSP and the Company shall terminate 30 calendar days following the date on which the CSP no longer serves any Customers in the Company'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 Company may terminate the Agreements between the CSP and the Company 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 Company may, subject to Commission approval, suspend or terminate certain provisions of its CSP Coordination Services if such provisions are affected by the amended 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 Company's service territory. Any Customers of the CSP shall be provided service under the Company's Terms and Conditions or select a new

CSP, if applicable. The CSP may thereafter provide Electricity Supply Service to Customers within the Company's service territory only upon satisfaction of the provisions herein for obtaining CSP Coordination Services and Company 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 Company's resources or its ability to meet its obligation to serve its Customers, the CSP will provide the Company with at least 60 calendar days written advanced notice. With regard to termination of service, a large volume of customer activity shall be defined as loads greater than or equal to 10 MW during a 30-day period. Whenever possible, the CSP will coordinate activities with the Company to minimize the impact on the Company's resources.

7.0 CREDITWORTHINESS

7.1 Purpose and Intent

The CSP must satisfy the Company'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 Company 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, if available, 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 Company will apply its standard creditworthiness policy to determine creditworthiness. The Company's creditworthiness policy can be found on the supplier page of the Company's Energy Choice Internet web site.

7.3 Credit Amount

7.3.1 The amount of such financial security shall be commensurate with the level of risk assumed by the Company. The purpose of the Company's credit review will be to provide reasonable and satisfactory assurance of the CSP's ability to pay the applicable credit amount, funds collected on behalf of the Company, CSP fees for Coordination Services or any other charges, fees, or penalties authorized by the Commission and payable to the Company.

7.3.2 The CSP shall provide the Company 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 surety bond, 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 shall promptly inform the Company 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 Company, 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 Company 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, a surety bond or deposit in the credit amount.

7.6 No Endorsement of CSP

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

7.7 Company Response to Credit Application

The Company 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 the CSP is a Transmission Customer, the Transmission Provider will determine creditworthiness pursuant to the 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 Company'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 Council and its regional councils, 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;
- 8.2.8** Breach of any of the Agreements or
- 8.2.9** CSP's failure to provide 60 days written advanced notice of a large volume of customer terminations as defined in Subsection 6.6 and Subsection 6.8.

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 Company 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 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 Company will take whatever actions necessary, in the Company's sole discretion, to continue Electricity Supply Service to the CSP's Customers. The CSP shall reimburse the Company for any costs associated with such failure to provide Electricity Supply Service, including but not limited to:

- 8.4.1** Mailings by the Company 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 Company;
- 8.4.3** Any unscheduled meter readings required to adjust the Customers' billings;
- 8.4.4** Company performance of any of the CSP's data transfer responsibilities; and
- 8.4.5** Any other expenses associated with such failure, which expenses shall be reasonable and documented.

9.0 CUSTOMER INFORMATION

9.1 Delivery of Customer Information

Subject to the completion of a fully executed CSP Agreement, Trading Partner Agreement, Security Administrator Form, and CSP Registration Form, the Company will make available to licensed CSPs, via the secured pages of the Company's Energy Choice Internet web site, the information described in this Section 9.0.

9.2 Mass List

A mass list of Customers eligible to participate in Retail Access will be provided in accordance with 20 VAC 5-312-60 B.

- 9.2.1** The mass list will be made available on the Company's website and will be updated annually thereafter.
- 9.2.2** The mass list shall include the following Customer information:
 - 9.2.2.1 Customer name;
 - 9.2.2.2 Service address;
 - 9.2.2.3 Billing address;
 - 9.2.2.4 Account number;

- 9.2.2.5 Meter reading date or cycle;
- 9.2.2.6 Wholesale delivery point, if applicable;
- 9.2.2.7 Rate class and subclass or rider, as applicable;
- 9.2.2.8 Load profile reference category, if not based on rate class; and
- 9.2.2.9 Up to twelve months of cumulative historic energy usage and annual peak demand information as available.

9.2.3 The Company 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.

9.2.4 Customer information provided on the mass list will be treated in accordance with 20 VAC 5-312-60.

9.2.5 A CSP choosing to utilize the mass list shall use only the most recent mass list made available by the Company.

9.3 Synchronization List

The Company will provide a list of Customers, for each CSP, which reflects the status of each Customer currently enrolled with or pending switches to or from that CSP. This list will be updated weekly.

9.4 Historical Interval Data

The Company will make available up to 12 months of historical interval data, for Customers above 500 kW whose provision of service under the Company's filed Terms and Conditions requires an interval data recording meter for billing purposes and for other customers that choose an interval metering service option pursuant to the Company's Metering and Billing section of its Terms and Conditions.

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 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 Company 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 Company to cancel such enrollment without penalty.

10.3 Switching Process

- 10.3.1** If an Enrollment Request is received by the Company 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 Company 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 Company of the Enrollment Request, the Company will process the request in accordance with subsections 10.1 and 10.2.

10.4 Single Point of Delivery

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

10.5 Multiple Points of Delivery

Customers with more than one account with the Company may be served by more than one CSP. However, in accordance with subsection 10.4 of the Tariff, service to each account 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 Company'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 Section IV - Service Connections of the Company'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 PROFILING, LOAD FORECASTING & TRANSMISSION SETTLEMENT

11.1 Load Profiling

The Company will conduct its load profiling processes consistent with the provisions of 20 VAC 5-312-100.

11.1.1 An estimation of the hourly load patterns of Retail Customers will be made for those Customers not having the necessary interval data metering.

11.1.2 The Company will use computer models that incorporate historical interval data from load research samples, weather data, season, day-type and other customer-specific data such as monthly usage and voltage type to create hourly estimated loads, including line losses, for each Customer for a specified period of time.

11.2 Load Forecasting (Reserved)

11.3 Load Backcasting

11.3.1 Actual and profiled Customer loads, using actual weather and other customer-specific data, such as monthly usage and voltage type, shall be aggregated and used to determine the Transmission Customer's monthly load for purposes of settlement of transmission and ancillary service charges.

11.3.2 Hourly load calculations shall be adjusted by all applicable line loss percentages. The applicable system line loss percentages, at specified voltage levels, are subject to change from time to time. Changes in system line loss percentages may be subject to Commission and/or FERC approval. Line losses applicable to CSPs will be available on the supplier pages of the Company's Energy Choice Internet web site.

11.3.3 All customer loads, after appropriate line loss adjustment as described in subsection 11.3.2, will be summed and compared to the total zonal load in the Company's control area. The hourly residual or mismatch, commonly referred to as unaccounted for energy (UFE), will be allocated back to all load serving entities within the control zone in proportion to their respective loads.

11.3.4 The Company, in its backcasting processes, will aggregate CSP loads to whole kilowatt-hours.

11.4 Transmission Settlement

11.4.1 The Transmission Provider will calculate charges for transmission service and ancillary services for loads determined pursuant to Section 11.3, in accordance with its OATT.

12.0 DEFAULT SERVICE (Reserved)

13.0 METERING & METERING SERVICES

13.1 Metering

The Company 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 Company will own and maintain meters used for measuring and billing the Customer for its demand and consumption of energy. The Company is responsible for the installation, removal and maintenance of all Company 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 Section XIX - Testing Facilities and Metering Equipment, of the Company's Terms and Conditions.

13.4 Adjustments to Meter Readings

Adjustments due to incorrect meter calibration or tampering will be made in accordance with Section X – Metering and Billing, of the Company's Terms and Conditions. The Company 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 Section 14.2 of this Tariff.

14.0 BILLING & DISCONNECTION

14.1 Billing

- 14.1.1** Upon enrollment with a CSP, Customers shall receive two separate bills: one from the Company and one from the CSP containing each of their respective billing charges.
- 14.1.2** The Company will continue to bill each customer, for services provided by the Company, in accordance with the Company's Rate Schedules and Terms and Conditions of Service applicable to that customer.
- 14.1.3** The Company shall, in accordance with the Code of Virginia and applicable local ordinances, be responsible for the calculation, collection and remittance of the Electric Utility Consumption Tax and the Local Utility Tax.

14.2 Disconnection

The Company will perform all disconnection of services for non-payment in accordance with Section XVI – Discontinuance of Electric Service, of the Company's Terms and Conditions. The Company will not disconnect a Customer for non-payment of the CSP's billing charges. The Company 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 Company charges.

15.0 CODES OF CONDUCT

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

16.0 DISPUTE RESOLUTION PROCEDURE

In the event of a dispute between the Company and a CSP regarding the application of the Company's terms and conditions, the Company and the CSP shall attempt to resolve such dispute in accordance with procedures attached hereto as Attachment C and filed with the State Corporation Commission pursuant to 20 VAC 5-312-110 G.

17.0 LIMITATION OF LIABILITY

17.1 Limitation on Liability

Except as otherwise provided herein, and 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 party sought to be held liable, neither party shall be liable to the other in connection with the provision or use of services offered under this Tariff for consequential, indirect, incidental, special, ancillary, punitive,

exemplary, or other damages, including (without limitation) damages for lost profits, lost revenues, or other monetary losses regardless of the form of action, whether based on contract, warranty (whether expressed or implied), strict liability, or tort, statutory claims, or otherwise, whether in law or in equity, whether such loss or damage is incurred by the Customer, a CSP, or others. The Company shall implement Customer selection of the CSP consistent with the Rules and this Tariff. The Company 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 Company.

17.2 Actions Against Customers

The Company 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 Company, any applicable rule, regulation, or order of the Commission, or any action of a governmental authority, or as determined by the Company to be necessary to prevent or limit actions by the Customer which are illegal, fraudulent, or detrimental to the provision of Electric Distribution Service to other Customers, even though such action by the Company may adversely affect the supply of services to the Customer by the Company, or services supplied by the Company to the CSP.

17.3 Actions Against CSPs

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

18.0 FORCE MAJEURE

18.1 Events of Force Majeure

Neither the Company 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 Company or the CSP shall not constitute an event of Force Majeure under this Tariff.

18.2 Suspension of Obligations

The obligations of either the Company 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 Company 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.

19.0 CONFIDENTIALITY OF INFORMATION

19.1 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.

19.2 Company or CSP Information

All proprietary, confidential, or commercially sensitive information made available by the Company or the CSP to the other party pursuant to this Tariff, and designated in advance as such, including, without limitation, pricing or cost information, individual customer load profile data and information regarding computer systems or communications systems, shall not be disclosed to third parties without written consent from the originating party.

20.0 REGULATORY AUTHORIZATIONS & JURISDICTION

20.1 Compliance with Applicable Legal Authorities

The Company 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 Company 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.

20.2 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 Company and the CSP, except where the right to terminate is exercised in accordance with the terms of this Tariff.

21.0 TREATMENT OF AGGREGATORS

21.1 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.

21.2 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 Company's service territory; and (iii) does not require Coordination Services from the Company, shall comply with Sections 2.0, 3.0, 8.0, 9.0, 15.0, 16.0, 17.0, 18.0, 19.0 and 21.0 of this Tariff related to, among other things, the confidentiality of Customer and Company information.

21.3 Aggregator Registration with the Company

Each Aggregator seeking to be registered with the Company must deliver a completed Aggregator registration application ("Aggregator Application") to the Company as directed on the Aggregator Application. Copies of all Agreements and forms required in the Aggregator Application can be found on the supplier pages of the Company's Energy Choice Internet web site.

21.3.1 Completed Aggregator Application - A completed Aggregator Application for services under this Tariff consists of the following:

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

21.4 Registration Renewal

By March 31 of each year, each Aggregator seeking to continue on active status with the Company shall submit to the Company an updated Aggregator Registration Form including any required attachments. Each updated Aggregator Registration Form shall be accompanied by a statement from the Aggregator attesting to the fact that other items, not updated on the form or attached, 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 be on active status and will no longer be eligible for Coordination Services from the Company, and a new Aggregator Application will be required to reinstate the Aggregator's registration with the Company.

21.5 Mass List

The Company will make available to licensed Aggregators, upon completion of a fully executed Aggregator Agreement, Security Administrator Form, and Aggregator Registration Form, a mass list of Customers eligible to participate in Retail Access. The mass list will be delivered to such Aggregators pursuant to Subsection 9.1 and 9.2 of this Tariff.