

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

**MULTI-FAMILY SHARED SOLAR PROGRAM  
SUBSCRIBER ORGANIZATION  
COORDINATION AGREEMENT**

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**THIS MULTI-FAMILY SHARED SOLAR PROGRAM SUBSCRIBER ORGANIZATION COORDINATION AGREEMENT** (the “Agreement”) is made, entered into as of this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Virginia Electric and Power Company d/b/a Dominion Energy Virginia (“Company”), a public service corporation organized and existing under the laws of the Commonwealth of Virginia and (the “Multi-Family Subscriber Organization” or “MSO”), a \_\_\_\_\_, both the Company and the MSO hereinafter sometimes referred to collectively as the “Parties”, or individually as a “Party.”

## RECITALS

A. The Company is a public utility with an exclusive franchise to serve customers located within its service territory.

B. Section 56-585.1:12 of the Code of Virginia (the “Multi-Family Solar Act”), provides for a program affording eligible Multi-Family Customers of the Company the opportunity to participate in shared solar projects.

C. The Virginia State Corporation Commission (“Commission”), acting pursuant to the Multi-Family Solar Act, has promulgated the Rules Governing Multi-Family Shared Solar Program, 20 VAC 5- 342-10 through 20 VAC 5-342-100 (the “Rules”).

D. In connection with the provision of Electric Service in the Company’s service territory, the MSO (i) intends to register one or more solar photovoltaic projects up to 3,000 kW AC at any single location or that does not exceed 5,000 kW AC at contiguous locations owned by the same entity or affiliated entities on or adjacent to the premises of a Multi-Family Customer (Subscriber); (ii) will send information relative to the electricity produced by the solar system(s) directly to the Company for the application of Bill Credits to the electricity bills of Subscribers of the Shared Solar Facility ; and (iii) has been issued License Number \_\_\_ by the State Corporation Commission of Virginia, where applicable.

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

## 1.0 PURPOSE

### 1.1 Multi-Family Shared Solar Program

Pursuant to, and in accordance with the Multi-Family Solar Act, Multi-Family Customers of Virginia Electric and Power Company doing business as Dominion Energy Virginia are afforded the opportunity to participate in shared solar projects.

## 1.2 Rules Governing Multi-Family Shared Solar Program

Pursuant to the Multi-Family Solar Act, the Commission established by regulation a program that affords eligible Multi-Family Customers of certain investor-owned utilities the opportunity to participate in shared solar projects. On December 23, 2020, in Case No. PUR-2020-00124, the Commission issued an Order Adopting Rules to govern the first Multi-Family Shared Solar Program.

## 2.0 DEFINITIONS

**Act** – The Virginia Electric Utility Regulation Act.

**Administrative Charge** – The reasonable incremental cost to Dominion Energy Virginia to administer the Multi-Family Shared Solar Program.

**Applicable Bill Credit Rate** – The dollar-per-kilowatt-hour rate used to calculate a Subscriber’s bill credit.

**Bill Credit** – The monetary value of the electricity, in kilowatt-hours, generated by the Shared Solar Facility allocated to a Subscriber to offset that Subscriber’s electricity bill.

**Billing Party** - The party that renders a bill directly to a Retail Customer.

**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 Energy Virginia.

**Coordination Services** - Those services that permit the type of interface and coordination between the Multi-Family Subscriber Organization and the Company in connection with the Subscription of a Shared Solar Facility by a Subscriber Organization 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.

**Electric Service** – The provision, by the Company to the Customer, of Electric Delivery Service and, to the extent provided by the Company, Electricity Supply Service and utility services. Electric Service also means, where applicable, the interconnection of electric generators with 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.

**Enrollment Request** - Electronic notification sent to the Company from a Multi-Family Subscriber Organization that a Customer and certain accounts associated with that Customer, has a Subscription with the Multi-Family Subscriber Organization.

**FERC** - Federal Energy Regulatory Commission.

**Force Majeure** - The meaning as set forth in Section 16 of this Agreement.

**Interval Metering Services** - Metering services provided in accordance with Section X. – Billing and Re-billing of Metered and Unmetered Services, of the Company's Terms and Conditions.

**Multi-Family Customer** – A Customer that resides in an apartment, condominium, or duplex complex with individually metered residences and at least three Subscribers to the Shared Solar Facility.

**Non-profit Entity** – A bona fide Non-profit Entity (i) has the status of a tax-exempt organization under § 501 (C) (3) of the Internal Revenue Code of 1986; (ii) conducts its activities in a manner that serves public or charitable purposes rather than commercial purposes; (iii) applies for qualification of projects that serve primarily or exclusively low-income customers; and (iv) was not created for the purpose of avoiding the financial fitness requirements or otherwise under the control of a for profit entity.

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

**Retail Customer or Customer** - An entity that purchases Electric 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 Multi-Family Shared Solar Program, 20 VAC 5-342-10 through -100.

**Shared Solar Facility** – A facility that meets the following requirements:

1. Generates electricity by means of a solar photovoltaic device with a nameplate capacity rating that does not exceed 3,000 kW AC at any single location or that does not exceed 5,000 kW AC at contiguous locations owned by the same entity or affiliated entities;
2. Is operated pursuant to a program whereby at least three Subscribers receive a Bill Credit for the electricity generated from the facility in proportion to the size of their Subscription;

3. Is connected to the electric distribution grid serving the Commonwealth; and
4. Is located on a parcel of land on the premises of the Multi-Family utility Customer or adjacent thereto.

**Subscriber** - A Multi-Family Customer that owns one or more Subscriptions of a Shared Solar Facility that is interconnected with the Company.

**Subscriber Organization (or Multi-Family Subscriber Organization) (MSO)** - A for-profit or non-profit entity that owns or operates one or more Shared Solar Facilities.

**Subscriber Organization Coordination Agreement** - The primary service agreement governing the Company's relationship with the Multi-Family Subscriber Organization.

**Subscription** - A contract or other agreement between a Subscriber and the owner of a Shared Solar Facility. A Subscription shall be sized such that the estimated bill credits do not exceed the Subscriber's average annual bill over the past 12 months for the Customer account to which the Subscription is attributed.

**Terms and Conditions** - The Company's Terms and Conditions for the Provision of Electric Service as filed with the Commission applicable to Retail Customers.

### **3.0 GENERAL TERMS AND CONDITIONS**

#### **3.1 Scope and Purpose**

This Agreement, as defined herein, as executed, establishes the basic requirements for interactions and coordination between the Company, as the investor-owned electric utility, and each Multi-Family Subscriber Organization.

#### **3.2 Multi-Family Subscriber Organization's Responsibilities to Subscribers**

The MSO shall solely be responsible for having all necessary and appropriate contractual agreements or other arrangements with its Subscribers, consistent with Va. Code § 56-585.1:12 (the Multi-Family Solar Act), the Rules, and with this Agreement. The Company shall not be responsible for monitoring, reviewing or enforcing such contractual agreements or arrangements; however, upon request, the MSO shall provide enrollment contracts within five business days to the Company. The MSO cannot create any duty or liability between the Company and any Subscriber that is not otherwise required by statute, Commission regulation, or the Company's Terms and Conditions.

#### **3.3 Recourse to the Commission**

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

### **3.4 Multi-Family Subscriber Organization Obligations**

The MSO will be required to:

- 3.4.1** Furnish proof of licensure from the Commission prior to commencing business operations as a MSO in the Commonwealth. For a MSO that provides less than a total of 500 kW AC solar at any one location, or multiple locations, provide notice to the Company with the information listed in 20 VAC 5-342-100;
- 3.4.2** Comply with all initial and continuing requirements of the Commission's licensure process and the registration requirements of the Company, as applicable;
- 3.4.3** Provide a copy of the Commission approval or notification to the Commission for any transfer or assignment of a license to another entity within five (5) business days from the date of Commission approval or notification;
- 3.4.4** Comply with the Act, the Multi-Family Solar Act, the Rules, this Agreement, and the Company's Terms and Conditions, as applicable;
- 3.4.5** 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;
- 3.4.6** Submit to the Company a completed MSO Registration Agreement as defined in Subsection 5.2.1 and updates to the registration as defined in Subsection 5.3; and
- 3.4.7** Satisfy the creditworthiness standards of the Company pursuant to Section 6.

### **3.5 MSO and Company Obligations**

The Company shall provide the MSO with Coordination Services as necessary and shall exchange all data, materials, or other information that is specified in this Agreement in accordance with Commission approved Rules, and that may otherwise be reasonably required by the MSO or the Company in connection with their obligations under this Agreement.

### **3.6 Record Retention**

The MSO 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 20 VAC 5-342-50 B, 20 VAC 5-342-70 F, 20 VAC 5-342-90 A, and those issued by the Commission.

- 3.6.1** The MSO will maintain adequate records in order to verify the Subscriber's enrollment authorization. The MSO must retain all customer billing and account records, and complaint records for a period of at least three (3) years.
- 3.6.2** The MSO shall maintain a copy of the contract for at least one (1) year after the date of expiration.



### **3.7 Public Safety and Reliability**

Nothing herein shall be deemed to prohibit the Company, in emergency situations, 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.

### **3.8 Effective Date and Term**

This Agreement shall become effective when executed by the Company ("Effective Date"). The term of this Agreement is one year, and shall re-new automatically for one-year periods on the anniversary of the Effective Date, unless the MSO provides the Company with a 60-day advance written notice indicating a desire to terminate the Agreement, or the Agreement or Coordination Services have been terminated, or the MSO registration has been revoked.

## **4.0 SYSTEM OPERATION**

### **4.1 Curtailment**

The Company shall have the right, on a basis that is not unduly discriminatory to curtail, interrupt, reduce voltage, or reduce the supply of electric energy or shall have the right to disconnect the MSO Shared Solar Facility per the System Operation parameters identified in the Interconnection Agreement.

### **4.2 Reasonable Efforts**

The Company 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 provisions in accordance with the System Operation parameters of the Interconnection Agreement.

### **4.3 Compliance with Governmental Directives**

The MSO acknowledges and agrees that the Company may need to act in response to governmental or civil authority directives that may affect Customer load and/or output of the MSO Shared Solar Facility. The MSO agrees to cooperate with the Company in order to comply with said directives.

### **4.4 Compliance with Terms and Conditions**

The MSO agrees that it is subject to compliance with the Terms and Conditions, including, but not limited to, Section XXVI. - Electric Generator Interconnections Other Than Net Metering.

## **5.0 COMMENCEMENT & TERMINATION OF MULTI-FAMILY SUBSCRIBER ORGANIZATION COORDINATION SERVICES**

### **5.1 General**

In addition to all other requirements, each MSO, licensed or otherwise, seeking to register a Shared Solar Facility with the Company will do so in compliance with 20 VAC 5-342-40.

### **5.2 Registration Process with the Company**

Each MSO seeking to register a Shared Solar Facility in the Company's service territory must deliver a completed MSO application ("Application") to the Company for each proposed Shared Solar Facility in the manner directed by the documents making up the Application. The Multi-Family Shared Solar Program Subscriber Organization Registration Agreement required in the Application for the program can be found on the Company's Multi-Family Shared Solar Internet web site.

**5.2.1 Completed Application** - A completed Application for services under this Agreement consists of the following:

- 5.2.1.1** A completed Multi-Family Shared Solar Program Subscriber Organization Registration Agreement, that includes (i) a copy of the executed Interconnection Agreement for the Shared Solar Facility; (ii) proof that the MSO has obtained a license from the Commission, as applicable; and (iii) copies of any other applicable governmental approvals required for participation in the Company's Multi-Family Shared Solar Program;
- 5.2.1.2** For a MSO that provides less than a total of 500 kW AC solar, at any one location, or multiple locations, the MSO must provide an attestation, signed by a corporate officer of the MSO and notarized, or other proof, that the information provided by the MSO pursuant to 20 VAC 5-342-100 B is true and correct and that the applicant will abide by all applicable laws of the Commonwealth and regulations of the Commission; and,
- 5.2.1.3** A fully executed Multi-Family Shared Solar Program Subscriber Organization Coordination Agreement.

**5.2.2 Notice of Incomplete Application** - In the event the MSO submits an incomplete Application, the Company will provide written or electronic notice to the MSO 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.

**5.2.3 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 MSO 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 MSO. For approved Applications, the Company shall execute the necessary Agreement and return an executed copy to the MSO. Upon rejection of any Application, the Company shall provide the MSO with written or electronic notice of rejection and shall state the basis for the rejection.

**5.2.4 Grounds for Rejecting an Application** - The Company may reject any Application under this Agreement on any of the following grounds:

- 5.2.4.1** The MSO has undisputed outstanding debts to the Company arising from its previous receipt of services from the Company under the Multi-Family Shared Solar Program;
- 5.2.4.2** The MSO has failed to satisfy the Company's credit requirements; or
- 5.2.4.3** The MSO has failed to deliver to the Company a completed Application within 30 calendar days of written notice of the Application's deficiency.

### **5.3 Updates to Application**

**5.3.1 Changes to Information Provided in Completed Application** - The MSO must notify the Company within thirty (30) calendar days of any changes to the information provided in the MSO's Application, including any required attachments.

**5.3.2 Change in Status** - The Company may periodically review a MSO's registration status. Where the Company determines that a MSO's registration status, including creditworthiness, is not adequate for its current service level, the Company may require the MSO to submit updated information relative to its status to maintain an active status.

### **5.4 Revocation of Registration**

The MSO 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 Subsection 5.7 and Section 7.

### **5.5 Commencement of MSO Coordination Services**

MSO Coordination Services under this Agreement shall commence no earlier than sixty (60) calendar days after the execution by all parties of the necessary Agreement pursuant to Subsection 5.2.1.3, provided that the Company has received all of the information necessary for the Company to provide Coordination Services pursuant to Subsection 5.2.1, and the Company has determined that the MSO's Application is complete and acceptable.

## **5.6 MSO Notice of Intent to Terminate Service**

The MSO will provide the Company and Subscriber with a written notice at least sixty (60) calendar days prior to the termination or abandonment of a Shared Solar Facility, pursuant to 20 VAC 5-342-50 I.

## **5.7 Termination of Coordination Services**

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

- 5.7.1 MSO Abandons Facility or Terminates Service** – In the event the MSO abandons or terminates a Shared Solar Facility, pursuant to 20 VAC 5-342-50 I, the Agreement between the MSO and the Company shall terminate sixty (60) calendar days following the date on which the Shared Solar Facility no longer provides Electric Service to any Customers in the Company’s service territory.
- 5.7.2 Default by the MSO** - In the event of default by the MSO pursuant to Section 8 of this Agreement, the Company may terminate the Agreement between the MSO and the Company by providing written notice to the MSO in default, without prejudice to any remedies available to the party not in default by reason of the default.
- 5.7.3 Amendment to the Act** – In the event the General Assembly of Virginia amends the Act or the Multi-Family Solar Act in such a manner that disallows actions contemplated under this Agreement, the Company may, suspend or terminate certain provisions of its Coordination Services if such provisions are affected by the amended Act. However, in the event of an amendment to the Act or Multi-Family Solar Act, the Parties to the Agreement will make a good faith effort to amend the Agreement to address the impact of the legislative amendment.
- 5.7.4 Effect of Termination** - Should the MSO terminate or abandon a Shared Solar Facility, the Company will no longer include Bill Credits on a Subscriber’s account beyond the time the Solar Facility ceases providing service.
- 5.7.5 Survival of Obligations** - Termination of MSO Coordination Services for any reason shall not relieve the MSO of any obligation accrued or accruing prior to the termination.

## **5.8 Coordination of Multi-Family Subscriber Organization Activities**

The MSO will provide the Company with a written and electronic advanced notice, at least sixty (60) calendar days prior to the Shared Solar Facility supplying service to any Subscriber, the list of Subscribers enrolled in the Shared Solar Facility and their Subscription information.

## **6.0 CREDITWORTHINESS**

### **6.1 Finding of Creditworthiness**

The MSO must satisfy the Company's creditworthiness standards, which will be applicable in accordance with 20 VAC 5-342-40 G.

**6.1.1** The MSO must provide (i) proof of a minimum bond rating or other senior debt of "BBB"; or (ii) an equivalent rating by a major rating agency; or (iii) a guarantee with a guarantor possessing a credit rating of "BBB" or higher from a major rating agency; or (iv) other evidence demonstrating the MSO's financial responsibility, as applicable.

**6.1.2** The MSO must provide (i) balance sheet, income and cash flow statements for the most recent fiscal year; or (ii) published financial information such as the most recent Securities and Exchange Commission forms 10-K and 10-Q; or (iii) any other financial information for the MSO or any other entity that provides financial resources to the MSO, as applicable.

### **6.2 Financial Security**

In the event the MSO is unable to meet the creditworthiness standards defined in Subsection 6.1, financial security will be provided to the Company.

**6.2.1** The amount of such financial security shall be commensurate with the level of risk assumed by the Company.

**6.2.2** Except as noted below, the MSO shall provide the Company with an acceptable form of security pursuant to 20 VAC-5-342-40 G. The security may be in the form of a letter of credit from an acceptable financial institution, a surety bond, or other arrangements that may be mutually agreed upon by the Company and the MSO. A MSO that is a Non-profit Entity, as defined in Section 2, will not be required to post financial security for the first 500 kW of shared solar project capacity.

### **6.3 Change in Financial Status**

The MSO shall promptly inform the Company of any facts that would cause a change in the credit resources available to the MSO. If any 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, is not cured within 10 Business Days from receipt of written or electronic notice thereof, such failure will constitute a failure to maintain creditworthy status.

#### **6.4 Failure to Maintain Creditworthy Status**

Should a MSO fail to maintain creditworthy status in accordance with Subsection 6.1, the Company may require the MSO to provide additional financial security, including but not limited to an acceptable letter of credit or a surety bond in an amount acceptable to the Company. The Company will not require MSOs that are Non-profit Entities to provide additional credit resources for the first 500 kW of shared solar project capacity.

#### **6.5 No Endorsement of MSO**

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

#### **6.6 Company Response to Credit Application**

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

### **7.0 NON-COMPLIANCE**

#### **7.1 Definition of Non-Compliance**

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

#### **7.2 Events of Non-Compliance**

Non-compliance with this Agreement shall include, but is not limited to the following:

- 7.2.1** MSO's failure to adhere to the Act, the Multi-Family Solar Act, the Rules Governing Multi-Family Shared Solar Program, this Agreement and the Company's Terms and Conditions, as applicable;
- 7.2.2** MSO'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;
- 7.2.3** MSO's failure to maintain credit standards as provided for in Section 6;
- 7.2.4** MSO's failure to make payment of any undisputed, Commission-approved charges in the time prescribed;
- 7.2.5** MSO bankruptcy;

- 7.2.6 A written admission by the MSO of its inability to pay its debts generally as they become due or the MSO's consent to the appointment of a receiver, trustee, or liquidator of it, or of all or any part of its property;
- 7.2.7 Breach of any agreement entered into as a part of the Multi-Family Shared Solar Program;
- 7.2.8 MSO's failure to provide 60 days written advanced notice of (i) Subscribers enrolled in the Shared Solar Facility and their Subscription information; or (ii) termination or abandonment of a Shared Solar Facility;
- 7.2.9 Failure to maintain a valid Interconnection Agreement; or
- 7.2.10 Failure to provide the initial and on-going monthly data on Subscriptions in the time required for the Multi-Family Shared Solar Program.

## **8.0 DEFAULT**

### **8.1 Cure & Default**

If the MSO fails to comply with its obligations under the Agreement, prior to terminating the MSO's Coordination Services, the Company shall notify the MSO 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 MSO may take to avoid the termination of Coordination Services. Such notice shall be in writing and sent to the MSO via electronic mail or overnight delivery. A copy of the notice shall be forwarded contemporaneously to the Commission's Division of Public Utility Regulation via electronic mail or overnight delivery. The MSO shall be deemed to be in default of its obligations under this Agreement if: (i) it fails to cure its non-compliance within 10 Business Days after its receipt of such notice; or (ii) the non-compliance cannot be cured within such period and the MSO does not commence action to cure the non-compliance within such period and, thereafter, diligently pursue such action to completion. In the case of the MSO's failure to maintain its status as a Commission-licensed MSO, where applicable, no notice shall be required or opportunity to cure permitted.

### **8.2 Costs for Non-Compliance**

If the MSO is found to be in noncompliance, the MSO shall reimburse the Company for any costs associated with such failure, including but not limited to:

- 8.2.1 Mailings by the Company to the MSO's customers to inform them of the MSO's failure;
- 8.2.2 Non-standard or manual bill calculations and production performed by the Company;
- 8.2.3 Any unscheduled meter readings required to adjust the Customers' billings;
- 8.2.4 Company performance of any of the MSO's data transfer responsibilities; and
- 8.2.5 Any other expenses associated with such failure, which expenses shall be reasonable and documented.

## **9.0 SUBSCRIBER INFORMATION**

### **9.1 Delivery of Subscriber Information**

By the fifth business day of each month, MSOs that have completed registration with the Company and provided the advanced written sixty (60) day notification for enrollment per Subsection 5.8, above, shall provide to the Company in a secure, standard electronic format approved by the Company, a Subscribers' List that includes the following Customer information:

**9.1.1** Customer name;

**9.1.2** Billing address and premise address;

**9.1.3** Account number;

**9.1.4** Shared solar subscription information, including, at a minimum:

**9.1.4.1** Pricing;

**9.1.4.2** Subscription size;

**9.1.4.3** Contract start date and length; and

**9.1.4.4** Terms of Subscription.

**9.1.5** Kilowatt-hours of generation attributable to each of the Subscriber's participating in a Shared Solar Facility in accordance with the Subscriber's portion of the output of the Shared Solar Facility.

### **9.2 Maintenance of Subscriber Information**

By the fifth business day of each month, each MSO will update the Subscriber List per Subsection 9.1, above, to reflect any canceling Subscribers and to add new Subscribers. For new Subscribers, the MSO must provide the Subscriber Information described in Subsections 9.1 and 10.1.2, to the Company sixty (60) calendar days prior to enrollment.



## **10.0 CUSTOMER ENROLLMENT**

### **10.1 Enrollment Process**

When enrolling Customers, the MSO shall comply with all provisions of 20 VAC 5-342-50, including the following provisions:

- 10.1.1** The MSO shall not enroll Customers until after it receives the executed Small Generator Interconnection Agreement pursuant to 20 VAC 5-314-40 through 20 VAC 5-314-70, Section XXVI. - Electric Generator Interconnections Other Than Net Metering, of the Terms and Conditions, and any other applicable local and state permits for each Shared Solar Facility.
- 10.1.2** The MSO will provide the Company an initial list of Subscribers enrolled in the Shared Solar Facility and the Subscription Information a minimum of sixty (60) days prior to the Shared Solar Facility supplying service to any Subscriber. This Subscriber List must be provided in a secure, confidential format.
- 10.1.3** In the event the MSO transfers a Subscriber's Subscription to a new address under the existing contract, such address must continue to qualify under the definitions of Multi-Family Customer and Shared Solar Facility, the MSO must provide the Company (i) the updated billing information per Subsection 9.1; and (ii) verification that each Shared Solar Facility continues to meet the requirements of being on the property or adjacent thereto.
- 10.1.4** In the event multiple enrollment requests are submitted for the same Subscriber, only the earliest dated contract will be processed. The Company will notify the Subscriber within five (5) business days of receipt of the enrollment request.

### **10.2 Effective Date For Subscribers**

- 10.2.1** For enrollment requests received and validated by the Company pursuant to Subsection 5.8, any monthly charges and bill credits approved by the Commission in accordance with any Commission approved tariff related to the Multi-Family Shared Solar Program will be applied to the Subscriber's account the first billing month after the MSO Shared Solar Facility is supplying service to Subscribers.
- 10.2.2** For new enrollment requests where the Shared Solar Facility has previously been supplying service to a Subscriber(s), any monthly charges and bill credits approved by the Commission in accordance with any Commission approved tariff related to the Multi-Family Shared Solar Program will be applied to the Subscriber's account beginning on the next scheduled meter read date provided the MSO submitted the Subscriber Information per Section 9.

### **10.3 Single Point of Delivery**

For any single Company account of a Subscriber, each such account must have a minimum of one Subscription of a Shared Solar Facility.

## **11.0 REPRESENTATIONS AND WARRANTIES**

### **11.1 MSO Representations and Warranties**

The MSO hereby represents, warrants and covenants as follows:

- 11.1.1** The MSO is a \_\_\_\_\_ duly organized and validly existing under the laws of the State of \_\_\_\_\_ and is authorized to do business and is in good standing in the Commonwealth of Virginia;
- 11.1.2** The MSO has all requisite power and authority to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder;
- 11.1.3** The MSO will conduct business as a Subscriber Organization as described in Virginia Code § 56-585.1:12, the Rules Governing Multi-Family Shared Solar Program, 20 VAC 5-342-10 through -100 and the MSO Coordination Agreement;
- 11.1.4** The MSO has obtained or will have obtained by the Effective Date, any applicable license from the Commission as a Subscriber Organization located within the Commonwealth of Virginia, as applicable. Such license shall be maintained throughout the life of this Agreement, and the lack of such license shall immediately terminate this Agreement, as applicable;
- 11.1.5** The execution and delivery of this Agreement and the performance of the MSO's obligations hereunder have been duly authorized by all necessary actions on the part of the MSO and do not and will not conflict with or result in a breach of the MSO's charter documents or bylaws or any indenture, mortgage, other agreement or instrument or any statute, rule, regulation, order, judgment, or decree of any judicial or administrative body to which the MSO is a party or by which the MSO or any of its properties is bound or subject to nor any legal proceeding now pending or, to the MSO's knowledge, threatened;
- 11.1.6** This Agreement is the valid and binding obligation of the MSO, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity; and
- 11.1.7** There are no actions at law, suits in equity, proceedings or claims pending against the MSO before any federal, state, foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the performance of its obligations hereunder.

## **11.2 Company Representations and Warranties**

The Company hereby represents and warrants as follows:

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

## **11.3 Continuation of Warranties**

All representations and warranties contained in this Section 11 shall continue for the term of this Agreement.

## **12.0 METERING & METERING SERVICES**

### **12.1 Metering**

The Shared Solar Facility must have a meter provided by the Company that is capable of measuring the output of the facility on a 30-minute interval basis.

**12.1.1** The meter provided to the Shared Solar Facility shall not generally be located behind a meter for another Customer account.

### **12.2 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.

### **12.3 Meter Equipment**

Meter equipment will comply with the American National Standard Code for Electricity Metering, as revised from time to time per Section XIX. – Testing Facilities and Metering Equipment, of the Terms and Conditions.

### **12.4 Adjustments to Meter Readings**

Adjustments will be made in accordance with Section X. – Billing and Re-billing of Metered and Unmetered Services, 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.

### **12.5 Meter Disconnections**

Meter disconnections will be performed in accordance with Section 13 of this Agreement.

### **12.6 Meter Charges**

Costs associated with metering will be in accordance with any charges approved by the Commission per Section X. – Billing and Re-billing of Metered and Unmetered Services, of the Company's Terms and Conditions, and/or any Commission-approved tariff related to the Multi-Family Shared Solar Program.

## **13.0 BILLING & DISCONNECTION**

### **13.1 Billing – Dual Billing**

**13.1.1** Upon enrollment with the MSO, Subscribers shall receive two separate bills containing each of their respective billing: (i) one from the Company which includes any Commission-approved charges and credits related to the Multi-Family Shared Solar Program; and (ii) one from the MSO with the Subscription-related fees per Subsection 9.1.4, above. Dual Billing will be the Company's default billing option.

### **13.2 Billing – Consolidated Billing**

**13.2.1** Should a MSO request Consolidated Billing, the MSO shall provide the Company with a written six (6) month notice prior to implementation.

**13.2.2** Upon enrollment with the MSO, who has satisfied the notice prior to implementation referenced in Subsection 5.8, Section 9, and Section 10, Subscribers shall receive one consolidated bill from the Company that includes Subscription-related fees per Subsection 9.1.4, above, plus any Commission approved Administrative Charges, and Bill Credits related to the Multi-Family Shared Solar Program, when applicable.

**13.2.3** The Company will continue to bill each Subscriber, for services provided by the Company, in accordance with the Company's Rate Schedules and Terms and Conditions of Service applicable to that Subscriber. The Company will charge Subscribers a monthly Net Crediting Fee which will not exceed 1.0% of the value of the Commission-approved monthly Bill Credit.

**13.2.4** The Company will not be held liable for any Subscriber that fails to pay Subscription-related fees per Subsection 9.1.4, above.

**13.2.4.1** Partial bill payments will be applied first to the Subscriber's account with the Company, then to the MSO's Subscription-related fees.

**13.2.4.2** If the MSO requests Consolidated Billing, the MSO acknowledges its understanding that if the Subscriber fails to pay the Company for the MSO's Subscription-related fees, the Company is under no obligation to pay the MSO for these fees. Consolidated billing does not bind the Company in any way other than to provide the billing and pass to the MSO any fees it collects on behalf of the MSO.

**13.2.4.3** The Subscription-related fees collected by the Company on behalf of the MSO through Consolidated Billing will be passed to the MSO no more frequently than once a month in a manner agreeable to the Parties.

### **13.3 Billing – General**

**13.3.1** 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.

**13.3.2** The MSO will be responsible for paying any Commission-approved charges.

### **13.4 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 associated with the Subscription.

## **14.0 DISPUTE RESOLUTION PROCEDURE**

In the event of a dispute between the Company and the MSO regarding the Company’s Multi-Family Shared Solar Program, the Company and the MSO shall attempt to resolve such dispute in accordance with procedures pursuant to 20 VAC 5-342-70.

### **14.1 Record Retention**

The MSO shall retain Subscriber billing, account records and complaint records for at least three (3) years.

### **14.2 Customer Referral**

**14.2.1** The MSO shall immediately direct a Subscriber to contact the Company if the Subscriber has a service emergency.

**14.2.2** If the MSO refers a Subscriber to the Company for response to any inquiry or a complaint, the Company shall (i) resolve the inquiry or complaint in a timely fashion; or (ii) contact the MSO to determine responsibility for resolving the inquiry or complaint.

## **15.0 LIMITATION OF LIABILITY**

### **15.1 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 Agreement 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 MSO, or others. The Company shall have no liability to the MSO arising out of or related to a Subscriber’s decision to subscribe to a Shared Solar Facility.

## **15.2 Actions Against Subscribers**

The Company may take and shall not be liable for actions against a Subscriber of a MSO when such actions are in accordance with any applicable Commission-approved 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 Subscriber which are illegal, fraudulent, or detrimental to the provision of Electric Service to other Customers, even though such action by the Company may adversely affect the supply of services to the Subscriber by the Company, or services supplied by the Company to the Shared Solar Facility or MSO.

## **15.3 Actions Against MSOs**

The Company may take and shall not be liable for actions against a MSO when such actions are in accordance with any applicable Commission-approved 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 MSO which are illegal, fraudulent, or detrimental to the provision of Electric 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 Shared Solar Facility or MSO.

## **15.4 Indemnification**

Each Party shall defend, indemnify and hold harmless the other from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including the other's employees or any third Parties, including reasonable attorneys' fees, relating to performance under this Agreement, except to the extent that a court of competent jurisdiction determines that the losses, expenses or damage were caused wholly or in part by any grossly negligent or willful act or omission of the Party claiming indemnification under this provision. Each Party's obligation to defend, indemnify and hold harmless under this Section 15 shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the indemnifying Party under any statutory scheme, including any Workers Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

## **16.0 FORCE MAJEURE**

### **16.1 Events of Force Majeure**

Neither the Company nor the MSO shall be liable for any delay in performing or for failing to perform its respective obligations under this Agreement due to any event of Force Majeure, including a catastrophic weather condition, flood, fire, lightning, epidemic, quarantine restriction, pandemic, 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 MSO shall not constitute an event of Force Majeure under this Agreement.

### **16.2 Suspension of Obligations**

The obligations of either the Company or the MSO, 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 MSO shall take all reasonable steps to comply with this Agreement 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.

## **17.0 CONFIDENTIALITY OF INFORMATION**

### **17.1 Subscriber-Specific Information**

The MSO shall adequately safeguard all Subscriber information and shall not disclose such information unless the Subscriber authorizes disclosure in accordance with 20 VAC 5-342- 50 J.

### **17.2 Company or MSO Information**

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



### **17.3 Remedy for Breach of Confidentiality**

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

## **18.0 REGULATORY AUTHORIZATIONS & JURISDICTION**

### **18.1 Compliance with Applicable Legal Authorities**

The Company and the MSO 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 Agreement. 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.

If applicable law or regulations materially change the obligations under this Agreement, the Parties agree to work towards a mutual agreement amending the Agreement in accordance with applicable law and regulations.

## **19.0 MISCELLANEOUS PROVISIONS**

### **19.1 Notices**

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

If to the MSO to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Company to:

Director – Regulation  
Dominion Energy Virginia  
120 Tredegar Street  
Riverside Building 3rd Floor  
Richmond, VA 23219  
multifamilysharedsolarmailbox@dominionenergy.com  
Copy to: Multi-Family Shared Solar Program  
Dominion Energy Virginia  
120 Tredegar Street  
Riverside Building 3rd Floor  
Richmond, VA 23219  
multifamilysharedsolarmailbox@dominionenergy.com

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

## **19.2 No Prejudice of Rights**

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

## **19.3 Assignment**

This Agreement may be assigned by either Party with the prior written consent of the other Party, if such assignee agrees, in writing, to be bound by all of the terms and conditions hereof, and if any necessary regulatory approvals or registrations required under this Agreement are obtained. The consent required hereunder shall not be unreasonably withheld.

## **19.4 Governing Law**

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

## **19.5 Headings**

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

### **19.6 Third Party Beneficiaries**

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

### **19.7 Relationship of the Parties and Survival**

This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties, or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter any agreement or undertaking for, or on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

### **19.8 Cancellation**

Cancellation, expiration or early termination of this Agreement shall not relieve the Parties of obligations that by their nature survive such cancellation, expiration or termination, including, without limitation, payment of any amounts due, warranties, remedies, promises of indemnity and confidentiality.

### **19.9 Severability**

Should any provision of this Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof, unless it materially changes the Agreement of the Parties.

### **19.10 Complete Agreement**

This Agreement is intended by the Parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are hereby abrogated and withdrawn.

### **19.11 Taxes**

All present or future federal, state, municipal or other taxes imposed on the MSO by any taxing authority by reason of this Agreement shall be the liability of the MSO. The MSO shall pay all such taxes to the applicable taxing authority to the extent required or permitted by law. If any transaction is exempt from the payment of any such taxes, the MSO will, if requested, provide the Company with valid tax exemption certificates.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Accepted:**

**MULTI-FAMILY SUBSCRIBER  
ORGANIZATION:**

By: \_\_\_\_\_

Printed

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted:**

**VIRGINIA ELECTRIC AND  
POWER COMPANY:**

By: \_\_\_\_\_

Printed

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_