

RIDER EDR
ECONOMIC DEVELOPMENT

I. APPLICABILITY & AVAILABILITY

- A. This Rider is applicable to the Incremental Load, as defined in Paragraph II., of Customers who meet the following requirements:
1. The Customer contracts for full requirements service, as designated in Paragraph IV, under Schedule GS-3 or Schedule GS-4 (the Companion Schedule) for the Incremental Load at the facility being served under this Rider (the Facility) for a minimum term of ten (10) years, and
 2. the Facility is not classified as Retail Trade or Public Administration by the Standard Industrial Classification Manual, or successor document or documents that may supersede this manual as a reference, as published by the U.S. Government, and
 3. the Incremental Load meets the applicable Energy Efficiency standards as published in the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Standard 90.1-1989, or its successor, and
 4. the Customer's Incremental Load will result in either
 - a. an employment increase at the Facility of a minimum of .07 full-time equivalent (FTE) employees per kW of Incremental Load, rounded to the nearest whole number, or
 - b. a minimum capital investment of \$2,000 per kW of Incremental Load.
- B. This Rider is not applicable to a new customer which is the result of a change in ownership of an existing facility which, at the time of the change in ownership, was not being served under this Rider. However, in the event of a change in ownership of a Facility which, at the time of the change in ownership, is being served under this Rider, the new Customer may complete the balance of service under this Rider provided that the new Customer contracts for full requirements service for, at a minimum, the original Customer's initial term of contract. This Rider is also not applicable to load shifted from one facility or delivery point to another within the Company's service territory, nor is it applicable for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions.

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I. APPLICABILITY & AVAILABILITY (Continued)

- C. Service under this Rider will become effective at the time when the Facility is fully operational (the Operational Date) as designated by the Customer but in no case more than eighteen (18) months from the effective date of the contract.
- D. In the event the Customer is no longer served under Schedule GS-3 or Schedule GS-4, Rider EDR will no longer be applicable.
- E. Service under this Rider will be dependant upon the Customer completing, and the Company approving, an application which will:
 - 1. provide information regarding the number of full-time employees and capital investment which will be a direct result of the Customer's addition of Incremental Load, and
 - 2. describe the actions taken by the Customer to install energy efficient electrical equipment, and
 - 3. affirm, by means of a signed affidavit, that this Rider was instrumental in the Customer's decision to locate or expand its Facility in the Company's service territory.
- F. Service under this Rider will be terminated in the event the Customer violates or no longer meets any of the terms and conditions associated with this Rider during the term of contract, at which time the discounts will no longer be applicable.
- G. The availability of Rider EDR is limited to a maximum of 25 customers or 25,000 kW of Incremental Load.

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II. INCREMENTAL LOAD

A. Incremental Load is defined as a new, permanent load addition at the Customer's Facility of at least 500 kW, but not more than 5,000 kW, that occurs after (i) July 1, 1998, or (ii) March 31, 1997, and where the Company had engaged in written communications with a customer prior to July 1, 1998, about receiving service under this Rider at its Facility, due to

1. expansion of the Customer's existing Facility, or
2. development of a new Facility not previously served by the Company.

B. In cases where the Customer's Incremental Load is the result of an expansion of an existing Facility, Incremental Load will be defined as the load in excess of the load which existed prior to the Customer taking service under this Rider. In this case, twelve (12) monthly demands applicable to the Customer's pre-expansion load will be established in the contract to designate Historical On-Peak Power Supply Demand levels, which will not be subject to discounted rates. Incremental Load will be determined as the maximum on-peak demand, using the criteria found in Paragraph IV. of the Customer's Companion Schedule, less the applicable monthly Historical On-Peak Power Supply Demand contracted for by the Customer, but in no case shall this value exceed 5,000 kW.

III. APPLICABLE DISCOUNTS

Beginning with the Operational Date and for the appropriate months of service under this Rider, a discount based upon the percentages found below will be applied to the Customer's monthly On-Peak Power Supply Demand Charge, found in companion Schedule GS-3 or GS-4, as applicable, and applied to the Customer's Incremental Load. The discounted percentage rate will be:

Months 1 - 12	25%
Months 13 - 24	20%
Months 25 - 36	15%
Months 37 - 48	10%
Months 49 - 60	5%
After Month 60	0%

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IV. CONTRACT TERM REQUIREMENTS

- A. The term of contract shall be such as may be mutually agreed upon, but for not less than ten (10) years. In the event of early termination, the Customer will be required to pay the Company any costs due to such early termination, including any discounts received by the Customer prior to termination. Contractual requirements for service will include, but not be limited to, the Customer's obligation to purchase all generation, transmission and distribution services from the Company for the Incremental Load during the term of contract.

- B. Notwithstanding Paragraph A. above, if, during the term of contract (i) legislative or regulatory action provides for retail electric competition on a non-pilot basis for the supply of electricity in the Commonwealth of Virginia, and (ii) retail electric competition is applicable to the Customer at the Facility served under this Rider, then the Customer will no longer be obligated to purchase from the Company, and the Company will no longer be obligated to sell to the Customer, generation and/or supply services for the Incremental Load at the Facility for the remainder of the term of contract.