# Appalachian Power Company

**SHARED SOLAR PROGRAM**
**SUBSCRIBER ORGANIZATION COORDINATION AGREEMENT**

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This Filing Effective for Production From
Shared Solar Facility On and After 7-01-25.

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**THIS SHARED SOLAR PROGRAM SUBSCRIBER ORGANIZATION COORDINATION AGREEMENT** (the "Agreement") is made, entered into as of this _____ day of _____, _____, by and between Appalachian Power Company ("Company"), a corporation organized and existing under the laws of the Commonwealth of Virginia and _____ (the "Subscriber Organization" or "SO"), a , both the Company and the SO hereinafter sometimes referred to collectively as the "Parties", or individually as a "Party," as it relates to the _____ Shared Solar Facility.

**RECITALS**

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

B. Section 56-594.4 of the Code of Virginia (the "Shared Solar Act") provides for a program affording eligible Customers of the Company the opportunity to participate in shared solar projects.

C. The State Corporation Commission of Virginia ("Commission"), acting pursuant to the Shared Solar Act, has promulgated the Rules Governing Shared Solar Program, 20 VAC 5-340-10 through 20 VAC 5-340-110 (the "Rules").

D. In connection with the provision of Electric Service in the Company's service territory, the SO (i) intends to register one or more solar photovoltaic projects up to 5,000 kilowatt ("kW") alternating current ("AC") at any single location, or, in instances of colocation, up to 5,000 kW AC among all facilities at any single location as long as the facilities are owned by the same entity; (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(ies); 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 Shared Solar Program

Pursuant to, and in accordance with the Shared Solar Act, Customers of Appalachian Power Company are afforded the opportunity to participate in shared solar projects (the "Shared Solar Program").

### 1.2 Rules Governing Shared Solar Program

Pursuant to the Shared Solar Act, the Commission established by regulation a program that affords eligible Customers of certain investor-owned utilities the opportunity to participate in shared solar projects. On November 25, 2024, in Case No. PUR-2024-00122, the Commission issued an Order Adopting Rules to govern the Shared Solar Program.

## 2.0 DEFINITIONS

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

**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** – A calendar day other than a Saturday or Sunday 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** – Appalachian Power Company

**Coordination Services** – Those services that permit the type of interface and coordination between the 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 Distribution 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 Subscriber Organization that a Customer and certain accounts associated with that Customer, has a Subscription with the 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.

**Low-income Customer –** Any person or household whose income is no more than 80% of the median income of the locality in which the customer resides. The median income of the locality is determined by the U.S. Department of Housing and Urban Development.

**Low-income Service Organization** – A non-residential customer of the Company whose primary purpose is to serve low-income individuals and households.

**Low-income Shared Solar Facility** – A Shared Solar Facility of which at least 30% of the capacity is subscribed by Low-income Customers or Low-income Service Organization.

**Low-income Subscription Plan** – A plan submitted to the Commission by an applicant providing a commitment for Low-income Subscriptions and demonstrating the ability to subscribe Low-income.

**Minimum Bill** – A dollar per month amount determined by the Commission under § 56-594.4 D of the Code of Virginia that certain Subscribers are required to pay, at a minimum, on their utility bill each month after accounting for any Bill Credits.

**Non-ministerial Permits** – All necessary governmental permits and approvals to construct the Shared Solar project (other than ministerial permits, such as electrical and building permits), notwithstanding any pending legal challenges to one or more permits or approvals.

**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 from the Company.

**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 Shared Solar Program, 20 VAC 5-340-10 through -110.

**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 5,000 kW of alternating current;
2. Is interconnected with the distribution system of Appalachian Power Company in the Commonwealth
3. Has at least three Subscribers;
4. Has at least 40% of its capacity subscribed by Customers with Subscriptions of 25 kilowatts

or less; and

5. Is located on a single parcel of land.

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

**Subscriber Organization (SO)** – Any for-profit or Non-profit Entity that owns or operates one or more Shared Solar Facility(ies).

**Subscriber Organization Coordination Agreement** – The primary service agreement governing the Company's relationship with the 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 for the Customer account to which the Subscription is attributed.

**Terms and Conditions** – The Company's Terms and Conditions of Standard 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 Subscriber Organization participating in the Shared Solar Program. Initially, the maximum cumulative size of the Shared Solar Program shall be 50 MW or 6.0% of peak load, whichever is less.

### 3.2 Subscriber Organization's Responsibilities to Subscribers

The SO shall solely be responsible for having all necessary and appropriate contractual agreements or other arrangements with its Subscribers, consistent with Va. Code § 56-594.4 (the Shared 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 SO shall provide enrollment contracts within five (5) Business Days to the Company. The SO 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 Subscriber Organization Obligations

The SO will be required to:

**3.4.1** Furnish proof of licensure from the Commission prior to commencing business operations as a SO in the Commonwealth. For a SO 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 5-340-110;

**3.4.2** Comply with all initial and continuing requirements of the Commission's licensure process and 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 Shared 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 SO Registration Agreement as defined in Subsection 5.2.1 and updates to the Application as defined in Subsection 5.3;

**3.4.7** Satisfy the financial security requirements of the Company pursuant to Section 6; and

**3.4.8** Provide a copy of the SO's Low-income Subscription Plan using the template adopted by the Commission.

### 3.5 SO and Company Obligations

The Company shall provide the SO 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 SO or the Company in connection with their obligations under this Agreement.

### 3.6 Record Retention

The SO 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 5-340-50 E, 20 VAC 5-340-70 F, and 20 VAC 5-340-90, and those issued by the Commission.

**3.6.1** The SO will maintain adequate records to verify the Subscriber's enrollment authorization. The SO must retain all disclosure forms, Low-income Customer proof of eligibility, Subscriber allocation lists, customer billing and account records, and complaint records for a period of at least three (3) years.

**3.6.2** The SO shall maintain a copy of Subscriber contracts for at least one (1) year from the date of expiration.

**3.6.3** Commencing in 2024, the SO will provide a copy of all subsequent reports filed with the Commission by January 31 and July 31 to the Company at SharedSolarVA@aep.com.

**3.6.4** The Company will maintain a consolidated list of active SOs, including the number of

Low-income Customers for each Subscriber Organization.

### 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 renew automatically for one-year periods on the anniversary of the Effective Date, unless the SO 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 SO 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 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 SO 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 SO Shared Solar Facility. The SO agrees to cooperate with the Company to comply with said directives.

### 4.4 Compliance with Terms and Conditions

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

## 5.0 COMMENCEMENT & TERMINATION OF SUBSCRIBER ORGANIZATION COORDINATION SERVICES

### 5.1 General

In addition to all other requirements, each SO, licensed or otherwise, seeking to register a Shared Solar Facility with the Company will do so in compliance with 20 VAC 5-340-40.

**5.2 Registration Process with the Company**

Each SO seeking to register a Shared Solar Facility in the Company's service territory must deliver a completed SO application ("Application") to the Company for each proposed Shared Solar Facility in the manner directed by the documents making up the Application. The Shared Solar Program Subscriber Organization Registration Agreement required in the Application for the program can be found on the Company's Shared Solar Program Internet web site at https://www.appalachianpower.com/clean-energy/renewable/solar/shared-solar-program.The SO will also be required to provide any applicable security deposit, as discussed below.

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

**5.2.1.1** A completed Shared Solar Program Subscriber Organization Registration Agreement, that includes (i) a copy of the fully executed Interconnection Agreement for the Shared Solar Facility; (ii) proof that the SO has obtained a SO license from the Commission, as applicable; (iii) a copy of the local zoning approval or documentation that zoning approval is not required; (iv) an attestation, signed by a corporate officer or authorized representative of the SO and notarized, that any applicable Non-ministerial Permits have been obtained and are current; (v) copy of the Shared Solar Facility's site plan; (vi) verification that the Shared Solar Facility is located on a single parcel of land and located in the Company's service territory; and (vii) confirmation that a SO is not related to a foreign company not domiciled in the United States of America, or, if the SO *is* related to a foreign company not domiciled in the United States of America, the name and address of each foreign company;

**5.2.1.2** For a SO that provides less than a total of 500 kW AC solar, at any one location, or multiple locations, the SO must provide an attestation, signed by a corporate officer or authorized representative of the SO and notarized, or other proof, that the information provided by the SO pursuant to 20 VAC 5-340-110 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 partially executed Agreement to be countersigned by the Company.t.

**5.2.2 Security Deposits**

**5.2.2.1** The SO will pay the Company a security deposit in the amount of $50.00 per kW of AC rated capacity of the Shared Solar Facility within ten (10) calendar days of the date that the Shared Solar Facility was awarded capacity in the program queue. Deposits, including interest, will be returned in full upon (i) commercial operation of the Shared Solar Facility.t. The Company will accept a surety bond or letter of credit in lieu of the cash deposit.

**5.2.2.2** If a Shared Solar Facility that has been awarded capacity in the program queue on and after January 1, 2025, fails to reach Substantial Completion within 24 months of the date the project was awarded capacity, the Company shall remove

the Shared Solar Facility from the program queue unless the SO pays an additional deposit of $75 per kW AC.. The Company will accept a surety bond or letter of credit in lieu of the cash deposit. If after paying the additional deposit, the Shared Solar Facility fails to reach Substantial Completion within an additional 9 months (total of 33 months), the Company shall remove the Shared Solar Facility from the program queue. However, if the SO notifies the Company that it is prepared to proceed with Commissioning Tests, as set forth in 20 VAC 5-314-90, or comparable project milestone, and the Company must delay proceeding with the interconnection for reasons beyond the Company's control, these time periods are tolled until the Company is able to proceed with the interconnection.

**5.2.2.3** Subscriber Organizations deemed a Non-profit Entity per Section 2, above, will be exempt from deposit requirements identified in this section.

**5.2.3 Notice of Incomplete Application** – In the event the SO submits an incomplete Application, the Company will provide written or electronic notice to the SO of the Application's deficiency. An Application shall not be processed until it is completed and delivered to the Company.

**5.2.4 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 SO of acceptance or rejection within 30 calendar days of receipt of the completed Application. For approved Applications, the Company will (i) notify the SO that the Shared Solar Facility has been awarded capacity in the program queue or placed on a waiting list; and (ii) once capacity has been awarded, execute the necessary Agreement and return an executed copy to the SO. Upon rejection of any Application, the Company shall provide the SO with written or electronic notice of rejection and shall state the basis for the rejection.

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

**5.2.5.1** The SO has undisputed outstanding debts to the Company arising from its previous receipt of services from the Company under the Shared Solar Program;

**5.2.5.2** The SO's Shared Solar Facility is not located in the Company's Virginia service territory;

**5.2.5.3** The SO's Shared Solar Facility is not located on a single parcel of land;

**5.2.5.4** The SO has failed to satisfy the Company's financial security requirements;

**5.2.5.5** The SO has failed to deliver to the Company a completed Application within 30 calendar days of written notice of the Application's deficiency; or

**5.2.5.6** The SO has failed to comply with Subsection 5.2.2, above, as applicable.

## 5.3 Updates to Application

**5.3.1 Changes to Information Provided in Completed Application** – The SO must notify

the Company within thirty (30) calendar days of any changes to the information provided in the SO's Application, including any required attachments. The SO must notify the Company within 10 days of any reduction in a project's anticipated installed AC capacity provided in the SO's Application or the SO's ability to achieve the anticipated substantial completion date.

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

### 5.4 Revocation of Registration

The SO 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 SO Coordination Services

SO Coordination Services under this Agreement shall commence the first of the month that is at least sixty (60) 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 SO's Application is complete and acceptable.

### 5.6 SO Notice of Intent to Terminate Service

The SO 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 5-340-50 L.

### 5.7 Termination of Coordination Services

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

**5.7.1 SO Abandons Facility or Terminates Service –** In the event the SO abandons or terminates a Shared Solar Facility, pursuant to 20 VAC 5-340-50 L, the Agreement between the SO 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. Any remaining bill credits accumulated by the SO and submitted to the Company will be provided to Subscribers within two billing cycles.

**5.7.2 Default by the SO –** In the event of default by the SO pursuant to Section 8 of this Agreement, the Company may terminate the Agreement between the SO and the Company by providing written notice to the SO 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 Shared 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 amendments. However, in the event of an amendment to the Act or the Shared 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 SO abandon or terminate a Shared Solar Facility, the Company will apply any remaining Bill Credits in accordance with 20 VAC 5-340-60 F 2. Any remaining bill credits accumulated by the SO and submitted to the Company will be provided to Subscribers within two billing cycles. Where applicable, the Minimum Bill may also apply to the Subscriber's account beyond the time identified in Subsection 5.7.1.

**5.7.5 Survival of Obligations –** Termination of SO Coordination Services for any reason shall not relieve the SO of any obligation accrued or accruing prior to the termination.

### 5.8 Coordination of Shared Solar Program Subscriber Organization Activities

The SO 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. For each Subscriber, the Subscription shall be sized such that the estimated bill credit does not exceed the Subscriber's average annual bill for the Customer account to which the Subscription is attributed.

## 6.0 FINANCIAL SECURITY

### 6.1 Financial Security

In the event the Company determines there is a reasonable expectation of a net financial impact due to failure of the SO to reimburse the Company for SO related charges including, but not limited to, charges as discussed in Sections 12 and 13, below, the Company may require reasonable financial security.

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

**6.1.2** Except as noted below, the SO shall provide the Company with an acceptable form of security pursuant to 20 VAC 5-340-40 A 7. The security may be in the form of a letter of credit from an acceptable financial institution or other arrangements that may be mutually agreed upon by the Company and the SO.

### 6.2 No Endorsement of SO

The Company makes no express or implied warranties or guarantees of any kind with respect to the financial or operational qualifications of such SO.

## 7.0 NON-COMPLIANCE

### 7.1 Definition of Non-Compliance

The SO 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** SO's failure to adhere to the Act, the Shared Solar Act, the Rules Governing Shared Solar Program, Commission-related orders, this Agreement and the Company's Terms and Conditions, as applicable;

**7.2.2** SO'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** SO's failure to provide or maintain any financial security that may be required pursuant to Section 6;

**7.2.4** SO's failure to make payment of any undisputed, Commission-approved charges in the time prescribed;

**7.2.5** SO bankruptcy;

**7.2.6** A written admission by the SO of its inability to pay its debts generally as they become due or the SO'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 Shared Solar Program;

**7.2.8** SO'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; or

**7.2.9** Failure to maintain a valid Interconnection Agreement.

## 8.0 DEFAULT

### 8.1 Cure & Default

If the SO fails to comply with its obligations under the Agreement, prior to terminating the SO's Coordination Services, the Company shall notify the SO 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 SO may take to avoid the termination of Coordination Services. Such notice shall be in writing and sent to the SO via electronic mail or overnight delivery. A copy of the notice shall be forwarded contemporaneously to the Commission's Division of Public Utility Regulation and Utility Accounting and Finance via electronic mail or overnight delivery. The SO shall be deemed to be in default of its obligations under this Agreement if: (i) it fails to cure its non-compliance within ten (10) Business Days after its receipt of such notice; or (ii) the non-compliance cannot be cured within such period and the SO 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 SO's failure to maintain its status as a

Commission-licensed SO, where applicable, no notice shall be required or opportunity to cure permitted.

### 8.2 Costs for Non-Compliance

If the SO is found to be in noncompliance, the SO 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 SO's customers to inform them of the SO'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 SO'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, SOs 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 Subscriber list that includes, but may not be limited to the following information:

**9.1.1** Customer information, such as name, address, contract account number, and any other information required by the Company to process the SO's request;

**9.1.2** SO identifying information;

**9.1.3** Consolidated Billing information as described in Section 13.2, below; and

**9.1.4** 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.

In accordance with 20 VAC 5-340-50 E. and H. 12, the Customer must authorize the following exchange of information between the Company and SO: (i) customer name; (ii) billing address and premise address; (iii) contract account number; and (iv) shared solar subscription information (pricing, subscription size, contract start date and length, and terms of subscription).

### 9.2 Maintenance of Subscriber Information

By the fifth Business Day of each month, each SO will submit a Subscriber list to include the information described per Subsection 9.1, above, and indicate in the Subscriber list any new and canceling Subscribers. The Company and SO may mutually agree to a different exchange of Subscriber information; however, all Subscriber lists must be provided by the fifth Business Day of each month.

For a new Subscriber, the SO must provide the Subscriber Information described in Subsections 9.1 and 10.1.2 to the Company sixty (60) calendar days prior to the first month the Subscription begins, unless a different timeframe is mutually agreed to by the Company and Subscriber Organization.

## 10.0 CUSTOMER ENROLLMENT

### 10.1 Enrollment Process

When enrolling Customers, the SO shall comply with all provisions of 20 VAC 5-340-50, including the following provisions:

**10.1.1** The SO shall not enroll Subscribers until July 1, 2025, provided the Shared Solar System project 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 SO 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 SO transfers a Customer's Subscription to a new address under the existing contract, the SO must provide the Company the updated Subscriber information per Subsection 9.0.

**10.1.4** In the event multiple enrollment requests are submitted for the same Subscriber, only the earliest dated contract will be processed. Each Subscriber account/premise may be enrolled with only one SO. A single Subscriber account/premise may not be enrolled with more than one SO. 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 Minimum Bill and Bill Credits approved by the Commission in accordance with any Commission-approved tariff related to the Shared Solar Program will be applied to the Subscriber's account within two billing cycles following the bill cycle during which energy was generated by the SO Shared Solar Facility and the Company received the Subscribed kWh from the Subscriber Organization.

**10.2.2** For new enrollment requests where the Shared Solar Facility has previously been supplying service to Subscribers, any Minimum Bill and Bill Credits approved by the Commission in accordance with any Commission-approved tariff related to the Shared Solar Program will be applied to each Subscriber's account within two billing cycles provided the SO submitted the Subscriber information per Section 9.0.

### 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 SO Representations and Warranties

The SO hereby represents, warrants and covenants as follows:

**11.1.1** The SO is a _____duly organized and validly existing under the laws of the Commonwealth/State of____ and is authorized to do business and is in good standing in the Commonwealth of Virginia;

**11.1.2** The SO 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 SO will conduct business as a Subscriber Organization as described in Virginia Code § 56-594.4, the Rules Governing Shared Solar Program, 20 VAC 5-340-10 through -110, and the SO Coordination Agreement;

**11.1.4** The SO 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 SO's obligations hereunder have been duly authorized by all necessary actions on the part of the SO and do not and will not conflict with or result in a breach of the SO'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 SO is a party or by which the SO or any of its properties is bound or subject to, nor any legal proceeding now pending or, to the SO's knowledge, threatened;

**11.1.6** This Agreement is the valid and binding obligation of the SO, 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 SO 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 Sheet No. 3-10 – Meter Accuracy and Tests, of the Terms and Conditions.

### 12.4 Adjustments to Meter Readings

Adjustments will be made in accordance with Sheet No. 3-10 – Meter Accuracy and Tests, of the 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.

## 13.0 BILLING & DISCONNECTION

A Subscriber Organization may offer Separate Billing or Consolidated Billing (Net Crediting).

### 13.1 Billing – Separate Billing

**13.1.1** Upon enrollment with the SO, 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 Shared Solar Program; and (ii) one from the SO with the Subscription-related fees.

### 13.2 Billing – General

**13.2.1** On a monthly basis and in a standardized electronic format, the Company will provide the SO with a report indicating the total value of Bill Credits generated by the Shared Solar Facility in the prior month, as well as the amount of the Bill Credits applied to each Subscriber's account.

**13.2.2** In the event that all of the kWh electricity generated by a Shared Solar Facility is not allocated to Subscribers in a given month, the SO may accumulate Bill Credits. The SO shall provide the Company allocation instructions for distributing excess Bill Credits, in kWh, to Subscribers on an annual basis based on the Shared Solar Facility's anniversary month, which is twelve months from the Commercial Operation Date of the Shared Solar Facility.

**13.2.3** 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.

**13.2.4** The SO will be responsible for paying any Commission-approved charges.

### 13.3 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 Subscription-related fees.

## 14.0 DISPUTE RESOLUTION PROCEDURE

In the event of a dispute between the Company and the SO regarding the Company's Shared Solar Program, the Company and the SO shall attempt to resolve such dispute in accordance with procedures pursuant to 20 VAC 5-340-70.

### 14.1 Record Retention

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

### 14.2 Customer Referral

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

**14.2.2** If the SO 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 SO 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 SO, or others. The Company shall have no liability to the SO 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 SO 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 SO.

### 15.3 Actions Against SOs

The Company may take and shall not be liable for actions against a SO 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 SO 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 SO.

### 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 SO 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 SO shall not constitute an event of Force Majeure under this Agreement.

### 16.2 Suspension of Obligations

The obligations of either the Company or the SO, 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 SO 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 SO shall adequately safeguard all Subscriber information and shall not disclose such information unless the Subscriber authorizes disclosure in accordance with 20 VAC 5-340-50 M.

### 17.2 Company or SO Information

All proprietary, confidential, or commercially sensitive information made available by the Company or the SO 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. Provided, a party may disclose such information to the extent that such disclosure is legally required by applicable law or is otherwise necessary to obtain or maintain regulatory or governmental approvals, applications or exemptions. In such cases where disclosure is required or necessary, the party making such disclosure shall to the extent permitted by applicable law: (a) give the earliest notice practicable to the originating party that provided the confidential information that such disclosure is or may be necessary or legally required; (b) reasonably cooperate in protecting the confidential or proprietary nature of the confidential information to be disclosed; (c) furnish only the portion of the confidential information that is necessary or legally required to be disclosed (as determined by the party making such disclosure or, if applicable, its legal counsel); and (d) exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded the confidential information to the fullest extent practicable

### 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 SO Coordination Agreement. If either Party institutes a proceeding to enforce any part of the confidentiality provisions of the SO 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 SO 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, preferably, electronic mail transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the SO to: _____

_____

_____

_____

If to the Company to:

[address]

Copy to: legalnotices@aep.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 SO by any taxing authority by reason of this Agreement shall be the liability of the SO. The SO 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 SO 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:**

**SHARED SOLAR SUBSCRIBER ORGANIZATION**:

By:_____

Printed

Name:_____

Title:_____

Date:_____

**Accepted:**

**APPALACHIAN POWER COMPANY:**

By:_____

Printed

Name:_____

Title:_____

Date: _____