EXCESS FACILITIES CONTRACT
(Rate B – One time charge)
Prepared by Rappahannock Electric Cooperative

THIS CONTRACT made and entered into this ___ day of __________, 2021, by and
between The Northern Virginia Transportation Commission and Potomac and Rappahannock
Transportation Commission dba Virginia Railway Express, (hereinafter called the “Customer”),
and RAPPAHANNOCK ELECTRIC COOPERATIVE, (hereinafter called the
“Cooperative”).

WITNESSETH:

The Customer desires electric service which requires facilities in excess of those that the
Cooperative normally would provide, and the Customer agrees to be bound by the excess
facilities charge as covered in the Cooperative’s Schedule “EF” filed with, and approved by the
Virginia State Corporation Commission. These facilities are located in Spotsylvania County at
The Virginia Railway Express Maintenance Facility in Crossroads Business Park and are to
serve and consist of approximately 5,775’ of 4/0 alug 35kv conductor, 1,965’ of 1/0 alug 35kv
cable, (1) 35kv Pad mounted Primary Meter, (2) 35kv 75kva pad mounted transformers, (2) 35kv
2000kva pad mounted transformers, (1) 35kv 3000kva pad mounted transformer, (3)
sectionalizing cabinets and associated equipment.

The total estimated cost is two hundred sixty-four thousand seven hundred eighty
dollars and four cents ($264,780.04). In accordance with Schedule “EF”, Rate B, the Customer
agrees to pay a one-time charge of two hundred sixty-four thousand seven hundred eighty
dollars and four cents ($264,780.04) for the excess facilities provided by the Cooperative; plus
a monthly charge of two thousand one hundred seventy-one dollars and twenty cents
($2,171.20) per month as long as the facilities are needed.

The provisions of this schedule are applicable whenever excess facilities are provided as
described in the Cooperative’s Schedule “EF”. It is agreed that the monthly payment stated
above is subject to changes from time to time as the Virginia State Corporation Commission
approves them. It is further agreed that any additions to, or deletions from, these facilities may
increase or decrease these charges in accordance with the Cooperative’s rate. In the event that a
change is incurred by either the Cooperative or request from the Customer which affects the
excess facilities charge, a new and separate contract will be executed to reflect the revised
charge.
The Customer shall be obligated to the terms of this agreement for a minimum of seven (7) years from the date originated and shall continue in force thereafter, as long as the facilities covered are needed by the Customer. Facilities deleted from this agreement in less than the minimum seven (7) year term shall be subject to the balance of the term at the monthly applicable charges.

In the event that after the minimum seven-year period, the Customer no longer needs the facilities; the Cooperative may remove the facilities. The Customer will be responsible for all costs incurred for removal of the facilities and an estimate will be provided of those costs. Witness the following signatures:

The Northern Virginia Transportation Commission and Potomac and Rappahannock Transportation Commission dba Virginia Railway Express

Date: ________________

Rich Dalton,
Chief Executive Officer

Meter Set Date: _____________

STATE OF __________________
COUNTY OF __________________, to-wit:

The foregoing Contract was acknowledged before me this _____ day of ______________, ______, by __________________________________________________________________

(Write names exactly as signed)

(For Corporations, write in corporate name)

______________________________
Notary Public

______________________________
Notary Registration Number

My Commission expires ________________.
RAPPAHANNOCK ELECTRIC COOPERATIVE

Date: _______________ By ______________________________
                      John M. Arp
                      Vice President of Operations, Engineering and Power
                      Supply

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing Contract was acknowledged before me this _____ day of
______________, __________by John M. Arp, Vice President of Engineering, Operations and
Power Supply.

____________________________________
                                                       Notary Public
                                                       _______________________
                                                       Notary Registration Number

My Commission expires ___________________.

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