

**Central Hudson
Demand Charge Rebate
Participant Agreement**

1. Participation in the Central Hudson Demand Charge Rebate (“Program”).

These terms and conditions govern participation in the Central Hudson Gas & Electric Corporation ("Central Hudson")’s Demand Charge Rebate ("Program") by the undersigned Central Hudson Commercial customer ("Participant"). Details of this Program, including incentives and terms and conditions, are subject to change or cancellation without prior notice. The Program Manual (“Manual”) will have the most up-to-date information on the Program specifics. Furthermore, the Participant agrees that its participation in the Program is at all times bound by and subject to the then-current terms of the Manual, which may be amended from time to time without notice, at Central Hudson’s sole discretion. Current versions of the Manual can be found on Central Hudson’s website at <https://www.cenhud.com/en/my-energy/electric-vehicles/business-charging-incentives/demand-charge-rebate/>

2. Program Overview

The Program is a voluntary program offered by Central Hudson. It provides eligible commercial Electric Vehicle (EV) customers with a 50% rebate of their applicable billed demand delivery charges.

3. Consultants

Central Hudson may elect a consultant, (“Consultant”) to provide support of Program implementation. Central Hudson, Consultant, and Subconsultant are collectively referred to as “Utility Program Parties.”

4. Eligibility

Commercial electric customers on a demand rate (SC2, SC3 or SC13) who have EV charging at their site, including Level 2 (L2), Direct Current Fast Charging (DCFC) or a combination of both.

- a. To be eligible for the Rebate, a customer with an EV charging site is required to have a Charging Ratio of 50 percent or greater. For customers that separately meter their EV load, the Charging Ratio will be equal to 100 percent. For all other Customers, the Charging Ratio is defined as the ratio of the sum of the EV charging capacity in kW to the sum of the maximum simultaneous demand of all load on the account in kW. The Charging Ratio shall be determined at the time of application and shall remain the Charging Ratio until such time that the Customer provides a new load letter with additional electrification plans; however, the Company reserves the right to re-evaluate the Charging Ratio and program eligibility subsequent to application for service. For Customers with a Charging Ratio of 50 percent or greater, the Rebate will be determined for each billing period by taking the billed Demand Delivery Charges times the Charging Ratio times 50 percent. The calculation of the Demand Charge Rebate shall not include delivery surcharges, supply charges, or any other demand-measured charges included on a customer’s bill.
- b. The customer may not be enrolled in the Per Plug Incentive (PPI) Program and the DCR Program at the same time.

- c. Customers currently enrolled in the Excelsior Jobs Program pursuant to Special Provision 41 are ineligible to receive the rebate.
- d. Agrees to all Program Terms.

5. Approval

The Participant completes an Application for acceptance to the Program. The Participant also provides additional Required Project Documentation (“Documentation”) as defined in the Manual. The information provided by the Participant as part of the Application and Documentation, as may be updated when conflicting information or lack of information can be supported by Documentation or clarifications by the Participant, constitutes (the “Project Information”) including receipts or invoices as well as proof of the installation from a certified electrician.

6. Data Usage

is required for participation in the Program. Program Data will be collected, used, and shared amongst Utility Program Parties to determine Program eligibility, to enroll customers into the Program, and to execute other activities connected to the Program including but not limited to fulfilling the Program’s current and future goals. Utility Program Parties will secure and protect PII from being used for non-Central Hudson purposes and will not share PII unless required by a legal authority to do so. “Program Data” means customer data related to the Program. Program Data includes but is not limited to Personally Identifying Information (“PII”) such as a customer’s name and commercial address; customer’s energy usage and/or energy production; customer’s utility account; customer’s electric bills; information registered, recorded, or collected by the customer’s Device; and other customer information related to the Program.

7. Communications

Central Hudson and its Utility Program Parties are authorized to email, mail, text, call, survey, or use other reasonable means of communication to correspond with customers about their activities related to the Program unless the Participant explicitly opts out of communications. Participants shall notify Central Hudson at EVPrograms@cenhud.com to opt out of communications.

8. Data Provision

Consistent with the New York State Public Service Commission (“PSC”) Order, the Participant acknowledges and agrees that Central Hudson may provide to the PSC EV site data (including, by and through a third-party consultant receiving the EV charger data from the Participant on behalf of Central Hudson), and Central Hudson acknowledges and agrees that any customer information provided to the PSC will be anonymized and/or aggregated with other customer information.

The Participant agrees and authorizes the utility’s sharing of the participant-customer’s information and/or project-level information with New York State Department of Public Service Staff and New York Energy Research & Development Authority (“NYSERDA”), including its agents or authorized representatives, consistent with NYSERDA’s PSC and statutorily authorized responsibilities, including, but not limited to supporting market development initiatives, and other evaluation and measurement activities.

9. Indemnification

The Participant shall protect, indemnify, and hold harmless CENTRAL HUDSON against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against CENTRAL HUDSON resulting from, arising out of or relating to the Participant's participation in the Program. The obligations of the Participant under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

10. Incentives

Central Hudson will pay the incentive upon the Participant meeting the requirements of the Program as described in the Program Manual.

If an application or its required documents are determined to be incomplete, illegible, or missing required information, the Participant will be notified of the error via email and shall have sixty (60) calendar days from the date of notification to correct any errors. If the errors are not corrected within sixty (60) calendar days, the application will be cancelled. If an application is submitted but determined to be ineligible, it will be cancelled, and the Participant will be notified via email.

Program applications are to be deemed complete when final documentation has been received and approved. Participants will receive monetary incentives described below:

How does Central Hudson calculate the rebate?

$$\text{Rebate} = 50\% \times \text{Billed Demand Delivery Charge} \times \text{Charging Ratio (constant)}$$

$$\text{Charging Ratio} = \frac{\text{Maximum Possible EV Charging Demand}}{\text{Maximum Possible Site Demand}}$$

- a. If the EV Chargers are metered separately from other loads (i.e.: buildings, area lights, etc.), then Charging Ratio is 1.
- b. If the EV Chargers are not separately metered, then Central Hudson will calculate the Charging Ratio using information about the EV Chargers and the customer's Load Letter.

As shown in the above calculation, the rebate will be determined for each billing period by taking the billed Demand Delivery Charges multiplied by the Charging Ratio multiplied by 50%. The rebate amount will be listed as a bill credit under the Payments and Adjustments section on a customer's monthly statement.

Participants will begin receiving a rebate for their first full statement cycle after being accepted into the Program. The Program will not provide partial or prorated rebates.

11. Per-Plug Incentive Participant

Existing Per-Plug Incentive (PPI) program participants will be given a 60-day election period to choose between remaining in the PPI program or switching to the Demand Charge Rebate, beginning November 20, 2023.

12. Limit of Program Term

It is understood that the Program is temporary. The Demand Charge Rebate will remain available to eligible Customers until such time as the EV Phase-In Rate, as described in the Commission's January 19, 2023 EV Rate Design Order, are made available.

13. Reapplying

A former Program Participant who has withdrawn or has been terminated by Central Hudson or one of the Utility Program Parties may reapply to be reenrolled in the Program provided that:

- a. a new application is submitted; and
- b. all criteria in the Eligibility provision are met;

Regaining status as a Participant will require reacceptance of these Terms, evidenced by a new legal signing and dating.

Central Hudson may deny the application of a former Participant who has withdrawn or has been terminated from the Program by Central Hudson or one of the Utility Program Parties for any reason.

14. No Endorsement

Central Hudson does not endorse any particular brand of Device, or related systems.

15. No Warranties

Central Hudson does not endorse, guarantee, or warrant any particular manufacturer or product, and Central Hudson provides no warranties, expressed or implied, for any product or services. The Participant's reliance on warranties is limited to any warranties that may arise from, or be provided by manufacturers, contractors, Participants, etc.

16. Termination

This Agreement is completely voluntary and may be terminated with written notice at any time or for any reason by either Central Hudson or the Participant.

17. Release by the Participant

The acceptance by the Participant of payment for each incentive shall release Central Hudson from any and all claims and liability the Participant, its representatives, and assigns might otherwise have relating to the incentive.

18. Participant Approval

Central Hudson has the right not to allow a Participant to participate in the Program or to ban any Participant from future participation in the Program for failure to meet these terms and conditions or other applicable requirements of the Program in addition to any other legal remedies available under law.

19. Audit

The Participant shall keep, maintain, and preserve written records of any and all books, accounts and records related to this Agreement. Central Hudson shall have the right from time to time and at all reasonable times during this period to inspect and audit any and all books, accounts and records related to this Agreement, reasonably necessary to the performance of an audit of the Participant where they are then being kept, maintained and preserved. Any payment made under this Agreement shall be subject to retroactive reduction for amounts included therein that are found by Central Hudson on the basis of any audit of the Participant by the State of New York or Central Hudson not to constitute an allowable change or cost hereafter.

20. Additional Provisions for Participant Employees

a) Relationship of the Parties. It is understood and agreed that any personnel furnished by the Participant to perform the services stipulated in this Agreement, shall be Participant's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered Central Hudson's employee(s) or agent(s), and shall remain the employees of the Participant, except to the extent required by section 414(n) of the Internal Revenue Code. The relationship of the parties to this Agreement is that of independent contractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment, agency, legal representation or other relationship between Central Hudson and the Participant for any reason, including but not limited to unemployment, workers' compensation, employee benefits, expense reimbursement, vicarious liability, professional liability coverage or indemnification. Neither party shall have the right, power or authority to obligate or bind the other in any manner not specified in this Agreement.

b) Notification of Claims/Events. Participant expressly acknowledges Central Hudson's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against Central Hudson, Participant and/or Participant's personnel by virtue of any act or omission on the part of Central Hudson or its employees. Accordingly, Participant expressly covenants and agrees to notify Central Hudson of any such claim or event, including but not limited to allegations of harassment and/or discrimination immediately upon Participant's discovery of the same, and to fully and honestly cooperate with Central Hudson in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by Central Hudson for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

21. FORCE MAJEURE

Company is not responsible for project, contract, and/or work stoppage, damages or delay in performance and/or lack of performance due to causes beyond its control, including, but not limited to, acts of God, fire, terrorism, war (declared or undeclared), epidemics, material and/or labor shortages, insurrection, acts (or omissions) of Contractor's or its employees, servants,

subcontractors, suppliers or agents, any act (or omission) by any governmental authority, strikes (includes strikes by owner's employees, by third-party owners, third-parties, servants, principals, subcontractors and/or agents), labor disputes, transportation, material and/or labor shortages, or vendor non-performance. At owner's election, the delivery or performance date may be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay.

22. Publicity

a) The Participant gives consent to Central Hudson for the use of their information for marketing purposes to promote the Program. Communication of marketing may be via press releases, emails, social media, newsletters, or other marketing communications. Participants shall notify Central Hudson at EVPrograms@cenhud.com to opt out.

b) The Participant shall collaborate with Central Hudson by participating in surveys and other research efforts that support Program goals.

c) The Participant shall not use Central Hudson's corporate name, logo, identity, any affiliation, or any related logo, without Central Hudson's prior written consent.

23. Taxes

Incentive payments may be considered taxable income by the U.S. Internal Revenue Service and the New York State Department of Taxation and Finance. It shall be the sole responsibility of the Participant to seek professional advice and determine the tax consequences of this incentive.

24. Program Changes and Conflicting Terms

Central Hudson reserves the right to change, modify, or terminate the Program at any time, with or without notice, and without any liability to the Participant except as expressly stated herein. Central Hudson will honor all written commitments made in the Agreement provided prior to the date of any change, modification, or termination of the Program, subject to the Participant meeting the requirements otherwise provided for under this Agreement. This Agreement may not include all the terms and conditions as set forth in the Program Manual. The Participant acknowledges that in the event of a conflict between the terms of this Agreement and the terms of the Manual, the Manual shall supersede. The Participant hereby indicates its acceptance of and agreement to the foregoing by causing its duly authorized representatives to execute this Agreement in the space provided below.

Name: _____

Signature: _____

Date: _____