



Energy Solutions for Non-Residential, Commercial & Industrial Custom Program

Terms and Conditions

These terms and conditions apply to the Energy Solutions Non-Residential, Commercial & Industrial Custom Program ("Program"). This Program has been approved by the Virginia State Corporation Commission.

Any reference in these documents to "Dominion Energy" or "Dominion Energy Virginia" should be read as a reference to Virginia Electric and Power Company d/b/a Dominion Energy Virginia, as well as its authorized agents and contractors.

Enrollment Qualifications and Requirements for Participation in the Program

1. Service must be performed on or after January 1, 2024.
2. Program Customer must be a Dominion Energy non-residential customer ("Customer") who is:
a) not exempt by statute; b) not under special contract; c) has not elected to opt-out of paying the DSM rider; d) is responsible for the electric bill and e) is the owner of the facility or reasonably able to secure permission to complete measures.
3. Customer is eligible for more than one incentive per location during the Program time period, except as stated below.
4. Customer who has previously received an incentive for the Program is not eligible to receive another incentive for installing the same measure on the same equipment/system that previously received an incentive.
5. Customer acknowledges and agrees that any and all project-related information provided to Customer prior to Energy Efficiency Measure ("EEM") installation and operation, such as the preliminary audit report, the project proposal, or any other project-related documents or communications are estimates only and are intended to assist Customer in defining the scope of the purchase order ("PO").
6. Work must be completed by a participating Trade Ally that is in Dominion Energy's network for this Program, or by the individual Customer via self-install.
7. Customers who choose to self-install the measures must submit an eligibility/assessment form prior to purchasing equipment or initiating work. All self-install projects will automatically be inspected for Quality Assurance (QA) by TRC Solutions, Inc ("TRC"), including both a pre-approval on-site inspection, and a post-installation on-site inspection.
8. Dominion Energy, TRC and/or its designees including Program administrators and evaluation contractors reserve the right to review installations to verify completion and measure energy savings to ensure compliance with all Program requirements. Such reviews will be made at a time convenient to the applicant. Denial of such verification or misrepresentation of installation location or measure eligibility may result in forfeiture of the incentive.
9. Service must be completed in accordance with all laws, codes, and other requirements applicable under federal, state, and local authority.
10. The Customer understands that they may be contacted by Dominion Energy via survey or questionnaire to provide feedback regarding Customer satisfaction with the Program.
11. The Customer understands that through participation in this energy conservation program and receiving an incentive, they are ineligible to opt out of energy efficiency riders for a period of three years following their year of participation. Year of participation is specifically based on the date of incentive approval by Dominion Energy.

Payment

1. Incentive application must be submitted within forty-five (45) calendar days of the installation completion. It is the Customer's responsibility to ensure that all requirements of the incentive are met. Failure to provide any of the required information will delay application processing and could result in non-payment.
2. Incentive rates are based on the installation completion date wherein values change based upon annual variances. Customers must abide by the rules and incentive levels in effect on the date of service.
3. Incentive payments will be capped at a maximum limit of 75% of Customer's total invoice amount based on the eligible incentives on Customer's incentive application.
4. Payment will be issued to the account holder and mailing address on record with Dominion Energy unless the Customer has authorized in writing that payment is to be made to the Trade Ally listed in the project workbook or to a different mailing address than what is on record with Dominion Energy.
5. Processing of incentives may take up ninety (90) days from the date all required information is received.
6. Customer is urged to seek appropriate consultation concerning any tax liabilities that could be associated with the receipt of the incentive. TRC is not responsible for any tax liability which may be imposed on the incentive recipient as a result of any incentive payment. The incentive recipient will be required to submit a completed W-9 for tax purposes. Incentives equal to or greater than \$600 per year could be taxable and will be reported by TRC via a 1099 Form to the IRS and the recipient. The incentive recipient is encouraged to consult a tax advisor concerning the taxability of incentives and any reporting requirements. TRC is not providing tax advice and any written or verbal communication by TRC is not intended nor can it be used for the purpose of avoiding tax penalties.

Other Requirements

1. Program procedures, requirements and incentive levels are subject to change and may be cancelled without notice. Program procedures, requirements and incentive levels are subject to the availability of Program funds and regulatory approval.
2. Dominion Energy and TRC, its parents, subsidiaries, employees, affiliates, and agents assume no responsibility for, and make no representations (express or implied) about, the performance of the equipment or equipment warranty, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of the participating Trade Ally.
3. By participating in this Program, the Customer hereby agrees to indemnify, defend, and hold harmless Dominion Energy and TRC, its parents, subsidiaries, employees, affiliates, and agents from any and all liability associated with the Program. Dominion Energy nor TRC shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from participation in this Program.
4. Dominion Energy retains all rights to energy and demand savings resulting from measures installed under this Program. Dominion Energy has the exclusive right to enroll, nominate, or offer a bid for energy or demand reductions resulting from measures installed under this Program into load management programs, demand response programs, or auctions operated by PJM Interconnection, L.L.C. ("PJM"), the regional electric transmission entity of which Dominion Energy is a member. Customer's participation in the Program means that the Customer is hereby consenting that Dominion Energy may share the Customer's pertinent and personal information with PJM, Dominion Energy's agents and contractors, including, but not limited to, its implementing contractors and its measurement and verification vendor. Pertinent and personal customer information includes account holder name, account number, energy usage and billing information, address, other contact information, measures installed, period of installation, demand/energy reductions resulting from measures installed under this Program and the technical basis for such reductions, loss factors, coincidence factors, interactive factors, building type and other information necessary to implement and monitor the Program including other information as required by PJM or any other regulatory authority.

5. Customer understands and affirms that the installed measures associated with this incentive application have not been, and will not be, incentivized or otherwise financially supported by any other Dominion Energy-sponsored energy efficiency program. Under no circumstances may a program measure be incentivized twice except as otherwise noted in the Program Terms and Conditions regarding allowances for multiple incentive applications (when applicable).
6. The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the Program EEMs in accordance with all laws, codes, and regulations. The Customer agrees not to reinstall any of this equipment anywhere in Virginia or transfer it to any other party for installation in Virginia.
7. These Program specific terms and conditions are in addition to the terms and conditions of service currently on file with the Virginia State Corporation Commission and contained in any agreement between the Customer and a Program vendor.