

Dominion Energy

Peak Time Rebates Program

Terms and Conditions

These terms and conditions apply to the Peak Time Rebates Program (the “Program”).

The Program was approved by the Virginia State Corporation Commission.

Any reference in this document to “Dominion,” “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.

The Program is administered by Itron, Inc., a third-party administrator (the “Program Administrator”), with its principal executive offices located at 2111 N. Molter Road, Liberty Lake, Washington 99019.

Enrollment Qualifications and Requirements for Participation

1. Enrollment in the program can be made on or after April 22, 2024, with Peak Time events (as defined below) to begin no sooner than April 22, 2024.
2. Customers already enrolled in the Smart Thermostat Rewards, EV Charger Rewards, EV Telematics, or Water Energy Savings programs are not eligible to participate in this Program.
3. Program participant must be a current Dominion residential customer (the “Customer”) residing in the Commonwealth of Virginia. The Customer must receive Electric Supply Service and Electric Delivery Service in accordance with a residential rate schedule, such as Schedule 1. The Customer must be the party that is responsible for the electric bill.
4. The Customer is eligible to receive an annual incentive per household during the term of the Program.
5. The Customer will be notified prior to a Peak Time event being scheduled and is free to choose to what extent they will reduce their energy use during those scheduled hours. A “Peak Time event” can be understood to occur when energy use is anticipated to be highest, generally when weather conditions are either very hot (e.g., summer afternoons) or very cold (e.g., winter mornings or evenings). The event will generally be scheduled for up to four (4) hours, with roughly 10 Peak Time events projected to occur annually. *(Note: When deciding the extent of one’s participation in any Peak Time event, the Customer should evaluate energy reduction measures relative to any health concerns of the home’s occupants.)*
6. By enrolling in the Program, the Customer will be automatically opting in to receive helpful energy-saving recommendations from Dominion and the Program Administrator to realize additional energy savings, which will be delivered at several different times each calendar year for as long as the Customer remains enrolled. Dominion will use the email address supplied at enrollment to send energy-savings insights in the behavioral

savings reports. The Customer may opt out of receiving the reports without opting out of the Program.

7. Program participation will continue until:

- the Customer discontinues receiving Electric Supply Service and Electric Delivery Service from Dominion Energy;
- the Customer changes accounts (*Note: it is the responsibility of the Customer to reenroll under the new account and incentive qualifications from the prior account will not transfer to the new account*);
- the Customer asks to withdraw from the Program;
- the Customer abuses any privileges of participation in the Program; or
- the Program expires.

8. Dominion and/or its designees, including program administrators and evaluation contractors, reserve the right to inspect its Smart Meter installation to verify its accuracy and to measure energy savings to ensure proper billing and compliance with all Program requirements. Such reviews will be made at a time convenient to the Customer. Denial of such access may result in forfeiture of the rebate and other potential benefits.

9. Participation 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 via survey or questionnaire to provide feedback regarding Customer satisfaction with the program.

Payment

1. Payments will be made based on the Customer's participation each calendar year.

2. Payments will be issued in the form of a bill credit during the first calendar quarter following the prior year's participation. If the account holder unenrolls from the program or the utility account is closed prior to the issuance of the bill credit, any unpaid incentives will be forfeited. No reconciliation process for incentives will be conducted.

3. Payments will be credited to the account holder on record with Dominion.

4. One annual incentive payment will be made per account.

5. The amount of the incentive payment can vary but will be based on cumulative energy savings during all Peak Time events, using the formula $\$1.25 \times \text{kWh}$ (kilowatt hours) savings. Cumulative incentive calculations displayed in the customer portal are subject to Dominion's third-party Evaluation, Measurement, and Verification (EM&V) vendor year-end review and verification.

Termination & Withdrawal

1. Dominion reserves the right to unilaterally remove any customer from the Program for any reason without liability or penalty. A notice will be sent to the Customer after they have been removed from the Program.

2. The Customer is not required to participate in the Program or any Peak Time event and may choose to withdraw their enrollment by calling 833-707-7300.

Other Requirements

1. Program procedures, requirements, and rebate levels are subject to change or cancellation without notice and are subject to Program funds being available and regulatory approval.
2. Dominion, its parents, subsidiaries, employees, affiliates, and agents assume no responsibility for, and make no representations (express or implied) about, any electrical appliance, device, or home equipment or circuitry utilized in relation to this Program.
3. By participating in this Program, the Customer hereby agrees to indemnify, defend, and hold harmless Dominion, its parents, subsidiaries, employees, affiliates, contractors, and agents from any and all liability associated with the Program. Dominion 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 or the Program Administrator may send Participant emails, text/SMS, and other notifications related to the Program, including notifications about enrollment status and Program-related energy-saving products.
5. Dominion retains all rights to energy and demand savings resulting from this Program for the duration of the Program. Dominion has the exclusive right to enroll, nominate, or offer a bid for energy or demand reductions resulting from savings under this Program into load management programs, demand response programs, or auctions operated by PJM Interconnection, L.L.C. ("PJM"), the regional electric transmission organization of which Dominion is a member. The Customer's participation in this Program means that the Customer is consenting to Dominion sharing the Customer's pertinent information with PJM, Dominion's agents and contractors, including, but not limited to, its Program Administrator and, if different, its measurement and verification vendor. Pertinent customer information includes, but is not limited to, energy usage and billing information, account holder name, address, email address, other contact information, hourly energy usage, loss factors, coincidence factors, interactive factors, building type, type of known appliances in or at the home, and other information necessary to implement and monitor the Program, including other information as required by PJM or any other regulatory authority.
6. 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. To the extent there is a conflict, these terms and conditions shall control.
7. The Customer understands and affirms that the 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 rebate applications (when applicable).