



## **Non-Residential Curtailment Program Terms and Conditions**

These terms and conditions apply to the Non-Residential Curtailment Program (“Program”). The 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**

1. Enrollment in the program must be made on or after January 1, 2026.
2. Program participant must be a Dominion Energy Virginia non-residential customer (“Customer”) who pays charges pursuant to the DSM Peak Shaving Rider (C1A), is not exempt by statute, not under special contract, and is responsible for their electric bill.
3. Customers already enrolled in the Non-Residential Distributed Generation program, a PJM Demand Response program, or on a Dominion Energy Virginia curtailment rate schedule (*i.e.*, Schedule 10) are not eligible to participate in this Program.
4. Program participant must be a Dominion Energy Virginia non-residential customer who is the owner of the facility or reasonably able to secure permission to participate in the program.
5. Eligible Customers will receive an assessment and consultation performed on their facility by program technical staff to develop a Curtailment Plan. Not all recommended measures may be feasible or appropriate for a Customer’s facility, equipment, or processes. It is the Customer’s responsibility to carefully consider all recommendations and determine whether measures can be safely implemented to deliver load reduction upon request by Dominion Energy. Customers agree to a test of all mutually-agreed measures prior to program enrollment.
6. Program participation will continue until:
  - a. the Customer discontinues receiving Electricity Supply Service and Electric Delivery Service from Dominion Energy Virginia;
  - b. the Customer changes accounts (note: it is the responsibility of the Customer to reenroll to continue participation under the new account);
  - c. Dominion Energy Virginia terminates the program or the Customer’s participation in it (see “Termination” below); or
  - d. the Customer requests to withdraw from the Program.
7. Dominion Energy Virginia and/or its designees, including Program administrators and evaluation contractors, reserve the right to review facilities to verify load reduction capability to ensure compliance with all Program requirements. Such reviews will be made at a time convenient to the Customer. Denial of such verification or misrepresentation of installation location or eligibility may result in forfeiture of the incentive and/or removal from the Program.
8. Participation must be completed in accordance with all laws, codes and other requirements applicable under federal, state and local authority.
9. The Customer understands that they may be contacted by Dominion Energy via survey or questionnaire to provide feedback regarding Customer satisfaction with the Program.

## Process and Payment

1. At the time of enrollment, Customer and Program administrators will mutually agree and document in writing, as part of the Customer Curtailment Plan, the level of curtailment, in kW, available on a monthly basis. This level may vary from month to month. The Customer's attestation to these levels confirms the Customer's agreement that this level of curtailment is available from the facility during normal business conditions.
2. Events and tests are called at the sole discretion of Dominion Energy under the program rules. Program rules may be updated at any time with 30 calendar days' notice to customers.
3. If no event or test is called in a calendar month, the Customer will receive an incentive payment based on the monthly incentive rate times the enrolled capacity for that month.
4. If one or more events, and/or a test event (excluding the pre-enrollment test event) is called in a month, the incentive payment will be based on the monthly incentive rate times the average hourly curtailment calculated across all event hours, provided that the Customer's average performance is at least 70 percent of their nomination, up to a maximum average of 130 percent of their nomination. If an actual event(s) is called along with a test event, both the test and the actual event(s) will be used to calculate average hourly performance.
5. Dominion Energy Virginia and Program administrators have sole responsibility for event performance calculations.
6. If a Customer's actual performance over the following periods varies more than the threshold listed below, and this variation has not been requested by Dominion Energy Virginia, Dominion Energy Virginia and Program administrators reserve the right to determine if a change in enrolled capacities is required. Dominion Energy Virginia and/or Program administrators may also initiate an enrollment review at Customer's request if Customer believes its business or operational changes may result in a permanent change in its nominated capacities.

Consecutive months of variation	Level of variation from nominated kW triggering review
1	+/-30%
2	+/-25%
3	+/-20%
6	+/-10%
12	+/-5%

7. An incentive check will be issued to the account holder and mailing address on record with Dominion Energy Virginia within 45 calendar days following the month's end, unless there is a question regarding Customer performance, in which case the Customer will be notified within 30 calendar days of the end of the month. In the case of questions regarding performance, the Customer agrees to provide Dominion Energy Virginia with a reasonable level of business assistance to address the issue within 30 calendar days of notification.
8. Customer should seek appropriate consultation concerning any tax liabilities that could be associated with the receipt of the incentive.

## Termination

1. Dominion Energy Virginia reserves the right to remove any Customer from the Program for any reason, or no reason, without liability or penalty. A written notice will be issued to Customer at least thirty (30) days prior to being removed from the Program.

## Other Requirements

1. Program procedures, requirements and incentive levels are subject to change or cancellation without notice and are subject to Program funds being available and regulatory approval.
2. Dominion Energy Virginia, its parents, subsidiaries, employees, affiliates and agents assume no responsibility for and make no representations (express or implied) about a Customer's performance in the Program.
3. By participating in this Program, the Customer hereby agrees to indemnify, defend and hold harmless Dominion Energy Virginia, its parents, subsidiaries, employees, affiliates and agents from any and all liability associated with the Program. Dominion Energy Virginia 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 Virginia retains all rights to energy and demand reductions resulting from a Customer's participation in the Program. Dominion Energy has the exclusive right to enroll, nominate, or offer a bid for energy or demand reductions resulting from a Customer's participation 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 Virginia is a member. Customer's participation in the program means that the Customer is consenting to Dominion Energy Virginia sharing the Customer's pertinent information with PJM, Dominion Energy Virginia's agents and contractors, including, but not limited to, its implementing contractors and its measurement and verification vendor. Pertinent Customer information includes account holder name, account number, energy usage and billing information, address, other contact information, curtailment measures enabled, demand/energy reductions resulting from a Customer's participation in the 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. 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.