

ELECTRIC RATE TARIFF ADJUSTMENTS

EVSE PAYMENT RIDER - OPTIONAL

Availability

Available to all Holy Cross consumers receiving electric service under an existing rate tariff and that meet the additional qualifications below. Participation in the program is available to consumers that will have Holy Cross initially pay the cost of the electrical installation of Level II Electric Vehicle Supply Equipment (EVSE) on the premises of the consumer, and then to have the consumer pay Holy Cross's expenses under this Rider back after the installation. Level II EVSE is defined as an EVSE that requires 208/240V AC input voltage. Service under this tariff is subject to the established Tariffs, Rules and Regulations of Holy Cross.

Type of Service

Level II EVSE cost repayment to Holy Cross for homes and workplaces.

Qualification

In order to qualify for this optional rider, the consumer applicant must meet all of the following requirements:

- a. Must have been a Holy Cross consumer for a minimum of 12 consecutive months.*
- b. Cannot have been delinquent on any of the consumer's bills in the last consecutive 12 months.
- c. Cannot have more than two late payments in the last consecutive 12 months.

*Note: Consumers without 12 months of bill repayment history may have this requirement waived by providing either a Cash Deposit or Credit Reference Letter as outlined under the Deposit Requirements in Holy Cross's Tariffs, Rules and Regulations.

Investment and Payment Terms

1. Holy Cross will furnish an approved Level II EVSE (charging equipment) to the consumer at the consumer's premises without cost to the consumer.
2. Holy Cross will pay the licensed electrical contractor directly for the upfront cost to install the EVSE and the electrical service to the charging equipment. The consumer will hire the licensed electrical contractor and see to the design and installation of the EVSE. The consumer will be responsible for all means, methods, techniques, sequences, and procedures and for coordinating all portions of the installation and operation of the EVSE.
3. Holy Cross will own and maintain the EVSE for a maximum of three years, or until the entire cost has been repaid. After all of Holy Cross's expenses have been paid under this Rider, then Holy Cross will transfer ownership of the EVSE to the consumer. Consumer grants an irrevocable license to Holy Cross for the operation of the EVSE on the premises during the term of operation of the EVSE on the premises, which license shall end after the removal of the EVSE from the premises or the transfer of ownership to the customer.
4. The consumer will pay Holy Cross all of its expenses through a monthly fixed rate amount added through this Rider on the utility bill for the amount incurred by Holy Cross for its actual cost of the installation and operation of the EVSE and for other expenses connected with the program. This fixed rate will be assessed to the consumer over a period [not to exceed three years] as determined by Holy Cross under its ratemaking process.
5. In the calculation of the rate under this Rider, Holy Cross may include an administrative cost in the calculation of the monthly fixed rate charge [not to exceed the marginal cost of borrowing of Holy Cross or 3% per annum, whichever amount is greater].
6. If the consumer moves or discontinues service at the premises at which the EVSE is installed within three years, then the consumer will be required to pay the cost of disconnection of the EVSE and to return the EVSE equipment to Holy Cross undamaged except for normal wear and tear, and the consumer shall pay the remaining balance of monthly fixed rate.

7. Holy Cross will limit the number of EVSE installations that can be qualified under this Rider to:
 - a. 2 per consumer for home installations and a maximum of \$3,000 for installation cost per charging station
 - b. 4 per consumer for workplace installations and a maximum of \$3,000 for installation cost per charging station
 - c. Maximum of \$500,000 for the total program budget.
8. The payment obligation under this Rider shall be treated the same as charges for electric service for purposes according to Holy Cross's Rules and Regulations. Failure to make payment may result in disconnection of electric service in accordance with Holy Cross's Tariffs, Rules and Regulations.
9. Electric rates of Holy Cross, including this Rider, will be changed in the future; and any calculation of any electric rate is made based on the most current information available. Electric rates of Holy Cross will most likely increase over time.
10. Payment of any amount due under this Rider is the PERSONAL OBLIGATION of the consumer and cannot be discharged or assumed by another person without the prior written consent of Holy Cross. A successor in possession or ownership of the premises upon which the EVSE improvements were made may be required by Holy Cross to pay the balance of the rate amount due for the EVSE improvements in addition to the consumer. The consumer agrees to advise all successors in possession or ownership of the premises upon which the EVSE improvements were made that the additional amount due portion of the billing will continue to be paid by such successor unless such amount due to Holy Cross is paid in full.
11. Holy Cross shall have the right to terminate electric service to the consumer and any successor in possession or ownership of the premises upon which the EVSE improvements were made. Holy Cross shall have the right to terminate any other electric service to the consumer at any location in the event of any default in payment of any amount due to Holy Cross including without limitation the amount of the cost as determined under this Rider and other charges.
12. All information gathered by Holy Cross in the application for and the administration of the payment for the EVSE improvements and for the granting of electric service to the premises is governed by the provisions of the Rules and Regulations of Holy Cross Energy in force from time to time.
13. If the consumer defaults in payment of the amount due under this Rider or on electric service, then the consumer will be barred from any existing or future benefit or subsidy program with Holy Cross.
14. All payments received from the consumer will first be applied to any amount due under this Rider and then to all amounts due to Holy Cross for electric and other service and then applied to any other amount due.
15. Holy Cross does not warrant the EVSE improvements or the quality of workmanship in the installation of the EVSE improvements. Holy Cross disclaims any and all express or implied warranty of the EVSE improvements including without limitation any implied warranty of fitness for a particular purpose, merchantability, usability and habitability.
16. If the premises upon which the EVSE improvement was installed is destroyed or damaged from any cause, the consumer shall still be liable for payment of all amounts due to Holy Cross under this Rider. If the premises upon which the EVSE improvement was installed is partially or totally vacant, the consumer shall still be liable for payment of all amounts due to Holy Cross under this Rider. The consumer shall insure the cost of replacement of the EVSE and shall show the interests of Holy Cross under the terms of the Rider as a loss payee.
17. To the maximum extent permitted by law the consumer shall defend, indemnify, and hold harmless Holy Cross and Holy Cross's directors, officers, and employees from all claims, causes, action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to person (including but not limited to the consumer's employees) and loss, damage to, or destruction of Holy Cross's and the consumer's property or the property of any other person or entity in any manner arising out of or connected with the Rider and the installation and operation of the EVSE, or the materials or equipment supplied or services performed by Holy Cross, its subcontractors and suppliers of any tier.
18. For the duration of the license, consumer agrees that Holy Cross is entitled to all Green Attributes associated with the EVSE, and consumer hereby conveys to Holy Cross all present and future rights to such Green Attributes and agrees to take all further steps required to effect such transfer to Holy Cross at the time of

any such delivery. For the duration of the license, consumer agrees that Holy Cross is entitled to all tax benefits of any kind or nature associated with the EVSE, and consumer hereby conveys to Holy Cross all present and future rights to such tax benefits and agrees to take all further steps required to effect such transfer to Holy Cross at the time of any such delivery.

Responsibilities

Responsibilities, understandings and authorizations of consumer, Holy Cross, landlord (if applicable) and participating contractor shall be evidenced by written agreements, notifications and disclosures/consents, the forms of which are made a part of this Rider.

Note: This optional Rider is in addition to the monthly charges of the consumer's existing electric service rate tariff and any other applicable rate tariffs.