

Exhibit 1

BEHIND THE METER BATTERY STORAGE SYSTEM (BTM) DEMONSTRATION CUSTOMER AGREEMENT

This Customer Agreement is made and entered into as of _____ (the “Effective Date”) by and between New York State Electric and Gas Corporation (“NYSEG”) and the following customer (“Customer”):

Name of Customer _____

Address _____

City and State _____

“Premise” or Address of Battery Installation _____

NYSEG Account Number _____

NYSEG Meter Number _____

This Customer Agreement incorporates by reference all terms and conditions agreed between the Parties under the Preliminary Agreement dated _____. This Customer Agreement together with the Preliminary Agreement, mutually signed and executed by the Parties, are hereafter collectively referred to as “the Agreements.”

Summary

NYSEG is offering the Customer the opportunity to participate in the Behind the Meter (BTM) Battery Storage System Demonstration Program (the “Demonstration Program”) through May 1, 2021. NYSEG is proposing to install at no cost to the Customer a battery storage system at the Premises. Customers participating in the Demonstration Program will have guaranteed electricity bill savings, increased control over energy usage, and increased sustainability.

Guaranteed Demand Charge Reduction

- Participating in this project has the potential to save you money on your electric bill
- We guarantee a measurable savings (even with the subscription fee included) on your total electricity bill resulting from using the battery
- After the two year trial period, you will have the opportunity to purchase the battery from NYSEG, renewing the subscription agreement, or discontinuing your participation in the program

Increased Control Over Your Energy Usage

- You will receive access to a portal that will allow you to monitor your energy usage, the performance of the battery, and the savings the system is realizing for you

Increased Sustainability

- By participating in this demo project you will help us test new ways to make the electric grid more flexible and to include more renewable energy sources in our energy mix
- A behind-the-meter battery has the potential to support electrification of heat and transportation and therefore decrease your carbon footprint

Exhibit 1

Background

This is a REV Demonstration Project to install Behind-the-Meter Batteries (BTM) at a collection of Commercial and Industrial sites in NYSEG’s Energy Smart Community.

The batteries will be installed at Customer sites and used to provide a number of behind-the-meter services for Customers and the utility, including:

- Demand Charge Reduction
- Demand Response (DR) Participation*

*Note that a customer enrolled in this project cannot participate in other DR programs while enrolled.

Costs and Savings

In order to determine the Customer’s eligibility to participate in the Demonstration Program, NYSEG or its approved contractor will conduct an inspection of the Premises and review the Customer’s historical electricity usage data (“Project Assessment”).

Based on the results of NYSEG’s Project Assessment, the Customer’s estimated Subscription Fee and utility bill savings will be shown below in Table 1. The table provides the Customer size, the number of locations, the average power and capacity determined by the Customer’s usage information.

Table 1: Sample Results, subscriptions, and savings

Customer Name:	City of Ithaca, Town of Ithaca, Town of Dryden (Ithaca Area Wastewater Treatment Plant)
Battery Power:	265 kW
Battery Energy Capacity:	1050 kWh
Subscription Fee:	\$0.44/kWh
Projected Net Savings:	\$459.56
Guaranteed Net Savings:	7%

Table 1 shows the average power and capacity of the customer. The customer embedded load data file (to be provided with the final version of this document) from 2016 and 2017 shows an average of 404.77 KW, 152470 kWh. The Max is 615.6 kW and 220632 kWh.

The guaranteed monthly savings will be determined based on projections developed by NYSEG in collaboration with the third-party vendor using the Customer’s historical usage data and an analysis of the Customer’s operations and energy usage behaviors. This analysis will factor in the estimated monthly Subscription Fee, which will be designed in such a way as to maintain the guaranteed level of savings every month. The guaranteed monthly savings will be based off of a comparison of the Customer’s demand charge for the month with the usage of the battery included and what the Customer’s demand charge would be if the battery was not used. The formula for calculating the Customer’s percent savings can be seen below:

$$\% \text{ Savings} = \frac{(D_b - D_{nb})}{D_b}$$

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Where D_b = Customer's monthly demand charge with the battery operating; D_{nb} = Customer's monthly demand charge without the battery operating

The Customer will be able to track this value in the online portal provided by the vendor (screenshot to be provided once vendor is secured). In the event that the guaranteed monthly savings is not met in any given billing period, NYSEG will provide a credit on the Customer's bill in the amount required for that savings to be realized. A Subscription Fee will be automatically added to the Customer's delivery bill over the course of the pilot Demonstration Program through May 1, 2021.

NYSEG will guarantee no increase in your total monthly electric delivery costs as compared with not utilizing the battery.

Customer shall provide (30) day written notice that the Customer plans on reducing or increasing its load by more than 10% of their max demand.

Equipment and Items to be provided by NYSEG

- Battery Manufacturer and Size based on Customer data and site visit
- Size and the exact configuration of the battery installation will vary by the size of the host Customer's load.
- Web Portal access
- Analysis if the Customer would benefit switching rates to further optimize savings potential

Location of Battery Storage

Individuals representing NYSEG and Customer met on Date to determine the best location to install the battery storage system. Installation costs were considered as well as the following installation constraints:

- Space Available
- Customer's operations
- Proximity from Panel
- Ease of Construction
- Environmental/Soil Conditions/Testing
- Underground utility locations

NYSEG's Scope of Work for Construction (Sample)

- The systems will all be installed outdoors
- Pull Local permit and fire permit
- Dig trench for conduit
- Run conduit from electrical panel to battery storage system
- Install concrete pad size (X' x X')
- Set up communications or telemetry for Customer aggregation software
- Arranged Outage to energize battery, if necessary
- Commission Battery Storage System
- Test Communications Systems
- Install NYSEG Battery Storage Demonstration sign at location, if sign is allowed by zoning and does not interfere with Customer's operations
- Training of portal

Out of Scope (Sample)

Exhibit 1

- Landscaping, except NYSEG will restore the affected property to original grade, if applicable, under the circumstances described in the Preliminary Agreement
- Environmental/Soil Remediation for conditions not caused by NYSEG
- Upgrading Customer Electrical Panel

One Line Drawing (Sample)

Pictures of Location (Sample)

Schedule (Sample)

Early Termination Charge

In the event the Customer elects to terminate this Agreement without cause before May 1, 2021, Customer shall be subject to an early termination charge. The early termination charge for the Customer will be the remaining net customer savings through the end of the Demonstration Program's Term.

(Sample)

A large customer wants to terminate the agreement after 10 months. The remaining life of the demo agreement would be 14 months and the net customer savings per month is \$489.01. The termination fee in this example would be $\$489.01 \times 14 \text{ months} = \$6,846$.

End of Demonstration Program

The Term of the Agreement will be from the Effective Date stated above through May 1, 2021. As set forth in Section 4 of the Preliminary Agreement, at the end of the Term the Parties will have the option of either entering into a new contractual arrangement whereby the battery would remain on the Premises for the Customer's general use, or discontinuing their contractual arrangement and having the battery removed from the Premises by NYSEG or its approved contractor.

Removals

Unless the parties enter into a new contractual agreement, upon the end of the Term, or termination of the Agreements, whichever comes first, NYSEG will remove the following from the Premises:

- Battery System
- Slab
- Fencing
- Underground conduit will be capped at battery storage location and the rest will be abandoned. NYSEG will restore the affected property to original grade, if applicable.

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**BEHIND THE METER BATTERY STORAGE SYSTEM (BTM)
DEMONSTRATION PROGRAM AGREEMENT**

Date Preliminary Agreement Signed _____

Date Exhibit 1 Signed _____

CUSTOMER

New York State Electric and Gas Corporation

Customer's Signature

NYSEG Representative

I have read and understand the terms and conditions of this BTM Battery Storage Demonstration Program Agreement and Exhibit 1. I hereby consent to the use and installation of the Battery Storage System at the Premises pursuant to the terms and conditions contained in the Agreement and Exhibit 1.

Owner's Signature