

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/17  
Issued in Compliance with Order C. 14-M-0224 dated April 21, 2016

LEAF: 140  
REVISION: 4  
SUPERSEDING REVISION: 3

**46. COMMUNITY CHOICE AGGREGATION** (Cont'd)

**C. Provision of Customized Data:** (Cont'd)

**Central Hudson Gas & Electric Corporation**

**Community Choice Aggregation Program  
Pursuant to General Information Section 46.C of P.S.C. No. 12 - Gas  
CCA Customized Data Request Agreement**

AGREEMENT made and entered into for the provision of customized aggregated and customer specific data requested by a municipality or its designee (herein called the Community Choice Aggregator (CCA)) and provided by Central Hudson Gas & Electric Corporation, (herein called the Company). This Agreement is between Company and \_\_\_\_\_ (herein called the CCA).

WITNESSETH: That in consideration of the mutual covenants and other consideration herein contained, which the parties agree is substantial and sufficient the CCA shall pay the Company \$\_\_\_\_ to perform a feasibility study to determine whether the Company can provide CCA the requested aggregated and/or customer specific data, when the data may be available, the price that CCA must pay for the data and the format in which the Company may provide the data to CCA.

Company shall have no obligation under this Agreement until CCA pays the Company to perform the feasibility study. Once CCA pays Company to perform the feasibility study Company shall perform the feasibility study within sixty (60) days. Once the feasibility study is complete CCA shall inform Company within thirty (30) days whether it will purchase the aggregated and/or customer service data pursuant to the terms and conditions set forth in the feasibility study.

If Company and CCA cannot agree on terms and conditions CCA may ask the Department of Public Service Staff (Staff) to mediate the terms and conditions under which it may obtain the aggregated and/or customer specific data. Nothing herein shall divest Company or CCA of their legal rights.

If Company and CCA agree on written terms and conditions upon which Company may provide the aggregated and/or customer specific data to CCA Company shall provide the initial set of data within sixty (60) days after Company and CCA execute the written terms and conditions and as agreed upon thereafter.

TERM OF AGREEMENT: This Agreement shall commence upon the date executed by Company and CCA, the effective date, and shall continue until the dissolution of the CCA unless otherwise agreed to by Company and CCA in writing except that either Company or CCA may terminate the Agreement by providing the non-terminating party with ninety (90) days written notice three years after Company's provision of the initial set of aggregated and/or customer specific data to CCA.

ACCEPTED: \_\_\_\_\_  
CCA

ACCEPTED: \_\_\_\_\_  
CENTRAL HUDSON GAS & ELECTRIC CORPORATION

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

Issued by: Anthony S. Campagiorni, Vice President, Poughkeepsie, New York