

**GENERAL SECONDARY FULL REQUIREMENTS SERVICE – EXPERIMENTAL
CURTAILABLE RATE Cg3C**

Availability:

To customers who would otherwise qualify for General Secondary Service – Time-of-Use Rate Schedule Cg3, and contract for a minimum of 100 kilowatts of curtailable load. The Company reserves the right to limit participation to 10 customers.

Rate:

Power Supply Charges:

Demand Charge:	\$11.955	per kW Measured On-peak Demand
Curtailable Demand Credit	\$0.02020	per kW per on-peak hour of use
Energy Charge:	\$0.05354	per kWh On-Peak (a)
	\$0.03921	per kWh Off-peak (b)

The curtailable credit per kilowatt of curtailable demand for the billing period shall be determined by application of the following formula:

$$(A*B)*\frac{C}{D} \text{ where}$$

- A = credit per kW of curtailable demand per on-peak hour-of-use
- B = actual on-peak hours-of-use, determined by dividing the on-peak kWh for the billing period by the measured demand
- C = 255 hours
- D = on-peak hours in the billing period minus actual hours of capacity curtailment in the billing period

If the curtailable load is on isolated and separately metered circuits, it will be treated as a separate service to the customer.

Delivery Charge:

Facilities Charge:	\$2.79452	per day per standard meter or service connection
Demand Charge:	\$6.572	per kW of customer maximum demand
Distribution Charge:	\$0.01544	per kWh On-peak (a)
	\$0.01544	per kWh Off-peak (b)
Excess Meter Charge:	\$0.13151	per day per standard meter in excess of one

Power Supply and Delivery Charges are subject to the surcharges and credits shown on Sheet Nos. D-3.00 to *D-5.05*.

- (a) General Secondary on-peak energy usage is the energy in kilowatthours delivered between 9:00 a.m. and 9:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (b) General Secondary off-peak energy usage is the energy in kilowatthours delivered during all hours other than on-peak hours.

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge, the Renewable Energy Surcharge, the Energy Optimization Surcharge, the Excess Meter Charge, and the Customer Maximum Demand Charge. Auxiliary service shall be as provided in Paragraph 6, Conditions of Delivery, Sheet D-14.00.

Late Payment Charge: A 1.5% per month late payment charge will be applied to outstanding charges past due.

(Continued on Sheet No. D-12.03)

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**GENERAL SECONDARY FULL REQUIREMENTS SERVICE – EXPERIMENTAL
CURTAILABLE RATE Cg3C
(Continued from Sheet No. D-12.02)**

Determination of Demand:

1. *Measured demand shall be the average rate at which energy is used for any period of fifteen consecutive minutes as ascertained by a wattmeter and an associated tape recorder or other standard measuring device.*
2. *Measured on-peak demand shall be the maximum measured demand established during on-peak hours within the billing period. Unless specified to the contrary in writing by six months prior written notice to the customer, provided the on-peak period does not exceed twelve hours per day, on-peak hours shall be from 9:00 a.m. to 9:00 p.m., prevailing time, Monday through Friday, excluding those days designated as legal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.*
3. *Customer maximum demand shall be the maximum measured demand, which occurs during either the on or off-peak period, in the current or preceding 11 billing periods.*
4. *Contract Firm Demand. Customers served under this rate must enter into a contract that specifies a contract firm demand level. The customer may renominate a contract firm demand once during a calendar year subject to approval by the Company. In the event of a capacity curtailment, as defined in paragraph (9) of the Conditions of Delivery, within an hour of being notified to curtail by the Company, the customer must curtail demand to the contract firm demand level, and remain at or below the contract firm demand until the customer is notified that the curtailment period has ended. The customer shall not be required to curtail its demand to its contract firm demand level for a curtailment period for system energy economy reasons as described in paragraph (9) of the Conditions of Delivery.*
5. *Curtailable Demand. If the measured on-peak demand is greater than the contract firm demand, then the curtailable demand is equal to the difference between the measured on-peak demand and the contract firm demand. If the measured on-peak demand is less than or equal to the contract firm demand, then the curtailable demand is zero.*

Conditions of Delivery

1. *General Secondary – Time-of-Use, Rate Schedule No. Cg 3, Conditions of Delivery apply.*
2. *A customer may make a one-time election to take service under this rate schedule for a trial period of twelve consecutive months. The customer must execute a contract which specifies that the customer will notify the Company at least 30 days before trial period ends of whether the customer will continue the curtailable service contract for a minimum of three more years. The curtailable service contract will contain a provision which, absent notice, will automatically extend the contract for one year from each anniversary date.*
3. *If the customer terminates the contract described above prior to the date of termination as set forth in said contract, the customer will pay to the Company a cancellation charge equal to the sum of the curtailable credits as shown on the customer's bills for the most recent 12 month period. The cancellation charge will not apply if the customer executes a contract to take service, effective the day following termination of their existing non-firm contract, under another of the Company's non-firm rate schedules which has a 3 year rolling contract term, provided that there is no increase in on-peak firm demand for the duration of the current contract term which is defined as the remaining term as of the next anniversary date of the contract. For example, if the contract has a three year term with an anniversary date of April 30, 2006, and the change is requested prior to April 30, 2006, then no additional firm load may be added until May 1, 2009. After that date, changes may be made only in accordance with tariff requirements. At the sole discretion of the Company, other customer requests to waive this cancellation fee may be considered and granted, but only under extraordinary circumstances such as a systemic and sustained change in customer production levels.*

(Continued on Sheet No. D-12.04)

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**GENERAL SECONDARY FULL REQUIREMENTS SERVICE – EXPERIMENTAL
CURTAILABLE RATE Cg3C
(Continued from Sheet No. D-12.03)**

Conditions of Delivery (Cont.):

4. *If the customer's curtailment demand is less than 100 kW for any three months of a consecutive twelve month period, the Company may suspend service under this rate and thereafter serve the customer under the appropriate rate.*
5. *For purposes of determining the customer's eligibility for this rate, the customer's curtailable demand will be the difference between the customer's maximum measured on-peak demand during the last consecutive twelve month period and the customer's proposed contract firm demand. Curtailable service under this rate may be refused if the Company believes the load to be curtailed will not provide adequate load reduction when the Company desires curtailment. The Company will notify the customer of the Company's refusal to provide service under this rate and the Company will inform the customer of the customer's right to ask for a commission review of the Company's refusal of service.*
6. *Where needed, the customer shall supply a source of electric service at 120 volts with sufficient capacity to operate the curtailable rate metering system.*
7. *The Company will install all apparatus and materials necessary for the measurement of the curtailment of load. The customer's circuits are to be arranged so that none of the curtailable load can be transferred to service furnished under any other rate.*
8. *Service under this rate shall be subject to curtailment at the sole discretion of the Company. The sum of capacity curtailments and system energy economy constraints will not exceed 300 hours of curtailment in any calendar year. The Company will limit the duration of any one curtailment to eight hours between the hours of 8:00 a.m. and 10:00 p.m. prevailing time. Brief periods of curtailment (periods that are less than four hours duration) shall be regarded as having lasted four hours, for purposes of limiting the total annual hours to 300. Interruptions due to lightning, wind, and other physical causes other than intentional curtailment by the Company shall not be considered in determining the hours of curtailment.*
9. *Service under this rate shall be subject to: a) curtailments due to capacity constraints, during which the customer must curtail load or be charged a penalty, and b) system energy economy constraints, during which the customer may elect to either drop load or pay the additional charge for energy use.*

Capacity Curtailments: The customer shall receive a one hour notice of capacity curtailments. The customer shall be charged a penalty for each occurrence in which the customer fails to curtail load to or below the contract firm demand level during the entire period of a capacity curtailment. During the twelve month trial period, the penalty shall be fifteen dollars (\$15) per kilowatt of maximum measured demand above the contract firm demand recorded during a capacity curtailment period, for up to two failures to curtail within said trial period. Beginning with the third failure to curtail during the trial period, and for all failures to curtail which occur after the expiration of the trial period, the penalty shall be thirty-five dollars (\$35) per kilowatt of maximum measured demand recorded during a capacity curtailment period which is above the customer's contract firm demand level. The Company may suspend service under this rate and thereafter serve the customer under the appropriate rate if the customer fails to curtail service twice in any consecutive twelve month period.

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**GENERAL SECONDARY FULL REQUIREMENTS SERVICE – EXPERIMENTAL
CURTAILABLE RATE Cg3C
(Continued from Sheet No. D-12.04)**

Conditions of Delivery (Cont.):

System Energy Economy Constraints: The customer shall receive one hour notice of a system energy economy constraint which will include the projected system avoided costs for power plus 10% for the economy constraint period for all energy used above the contract firm demand level. An example of determination of the additional charge is shown below:

<i>System Avoided Cost of Power Plus 10% per kWh</i>	<i>\$0.1200</i>
<i>On-Peak Energy per kWh at Existing Rate</i>	<i>\$0.0800</i>
<i>Additional Charge per kWh</i>	<i>\$0.0400</i>

- 10. The Company shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections of electric service provided under this rate.*
- 11. Curtailable service shall not be used as a standby for any other forms of energy or fuel. Customers with their own generating equipment shall be required to separately meter such equipment or demonstrate the separation of curtailable loads from the generation output.*

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