

## RATE BAMP BACKUP, AUXILIARY AND MAINTENANCE POWER SERVICES

### AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

### APPLICABILITY

This Rate Schedule shall be applicable to any Non-Residential Customer electing service hereunder whose electric capacity requirements are 1,000 kW or more and who own and operate 60 Hertz electric generating equipment, other than for emergency usage, to meet all or at least 1,000 kW of Customer's electric loads. Both firm and non-firm services are available, however the firm capacity available under this Rate Schedule will be limited to 250 MW of contracted supply.

### CHARACTER OF SERVICE

**Backup Power Service** is capacity and energy supplied by Company, during forced outages of Customer's generation equipment, in an amount not to exceed the lesser of (1) Customer's internal electric load, (2) the demonstrated capacity of Customer's electric generating equipment, or (3) an otherwise mutually agreed amount. Backup Power is available as either firm or non-firm in its character.

**Non-Firm Backup Power** is interruptible by Company and service may be interrupted for economic or system reliability reasons, Company will give Customer as much notice as possible of an economic interruption, but no less than ninety (90) minutes. When Company determines that load must be interrupted for system reliability reasons Company will notify Customer as soon as possible of the interruption, but no less than ten (10) minutes. Company reserves the right to interrupt non-firm backup service whenever the incremental revenue to be received from Customer is less than the anticipated incremental expense to supply the energy during the interruption period. Customer may buy-through the economic interruption by notifying Company within thirty (30) minutes of the request for interruption whether it intends to interrupt load or wants Company to supply replacement energy for the interruptible load. The cost of the interruptible energy provided by Company will be the most expensive power used to provide for system load during the interruption period. Customer will be advised of the estimated cost of the replacement energy. Customer cannot buy-through an interruption when the interruption is made for system reliability reasons.

**Firm Backup Power** will only be available for a maximum period of 60 days in any contract year. Backup may be a combination of firm and non-firm capacity, the firm portion of which must be specified in the Contract.

**Auxiliary Power Service** is capacity and energy supplied by Company to Customer to meet a portion of its native usage on an ongoing daily basis in parallel with Customer's use of its own electric generation equipment. The amount of Auxiliary Power Service made available from Company must be mutually agreed upon by Contract.

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**Maintenance Power Service** is capacity and energy provided by Company to replace capacity and energy normally generated by Customer's generating equipment during a scheduled outage of such equipment. Maintenance Power will only be available by schedule as agreed to by Company a minimum of 14 days in advance.

All Power Services supplied hereunder shall be provided only to the extent of the available capacity of Company's electric facilities and of its supply lines, at such frequency, phase, regulation and voltage as it has available at the location of service. Customer must provide protective and regulation equipment satisfactory to Company to interconnect and/or operate its electric generation facilities in parallel with Company's system.

**RATES AND CHARGES**

The monthly Rates and Charges for service hereunder shall be:

**Customer Facilities Charge:** \$100.00 per month

**Capacity Charge:**

**Backup Power  
-firm**

\$6.21 plus 120% of the capacity component in the current Rate CSP, per kVa of Rated Capacity.

**-non-firm**

\$6.21 per kVa of Rated Capacity, plus \$2.98 per kVa of Billing Demand.

**Auxiliary Power**

The Capacity Charge of Customer's applicable Rate Schedule, per kVa of Billing Demand

**Maintenance Power**

The applicable Demand Charge per kVa currently in effect for Rate LP, exclusive of any minimums.

**Transmission Voltage Discount  
(for delivery at 69kV or higher)**

\$2.34 per kVa of Billing Demand or Rated Capacity.

**Energy Charges:**

**All kWh used (Backup)**

100% of Company's hourly incremental energy costs, per kWh, inclusive of any variable production charges.

**All kWh used (Auxiliary and  
Maintenance)**

The Energy Charge and Variable Production Charge and the Fuel Cost Adjustment in Appendix A of Customer's applicable Rate Schedule.

**Fuel Charge:**

Customer shall be subject to Fuel Charge as specified in Customer's applicable Rate Schedule

Effective: October 23, 2013

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**Adjustments:**

- Customer shall be subject to Adjustments as approved by the Commission or as specified in Customer's applicable Rate Schedule, including Appendix K.

**Other Charges:**

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

**DETERMINATION OF RATED CAPACITY, BILLING DEMAND AND ENERGY**

Customer's Rated Capacity for Backup Power Service shall be equal to the nameplate rating of its owned and operated electric generating capacity at the service location, assuming a unity power factor, unless otherwise specified in the Contract.

Customer's Billing Demand for Auxiliary Power Service shall be the Maximum Demand, but not less than the Contract Demand. If the Contract Demand is exceeded in any month, such higher amount shall be the new Contract Demand for balance of the agreement. The Billing Demand for Auxiliary Power Service shall not include any demand for capacity contracted as Firm Backup Power Service.

Customer's Billing Demand for Non-Firm Backup Power Service and Maintenance Power Service shall be the Maximum Demand. The Billing Demand for Non-Firm Backup Power Service shall be the net resulting from the subtraction of any Auxiliary Power contracted for from the total metered demand. The usage billed for Auxiliary Power energy (kWh) shall be the metered supply by Company but not in excess of (a) 100% load factor for the Contract Demand and (b) the proportionate share of Customer's usage for its total electric load based on the ratio of the contracted Auxiliary Power capacity to Customer's total load. Any other energy (kWh) supplied shall be either Backup or Maintenance Service, as applicable.

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**CONTRACT**

For Service hereunder, a written Contract is required for an initial term of not less than three (3) years, or for a longer period where unusual expenditures by Company may be necessary to furnish service to Customer, and such Contract shall continue for equal successive terms unless cancelled. This Contract shall specify the Rated Capacity of Customer's generating equipment and Auxiliary Contract Demand requested, as appropriate. The Contract may be cancelled by providing written notice to the other party, not less than one (1) year prior to the date of termination.

**TERMS AND CONDITIONS OF SERVICE**

Services under this Rate Schedule are governed by Company's General Terms and Conditions and the Commission's Regulations.

Auxiliary or standby services not available under this Rate Schedule shall be contracted in accordance with Rider SAS, Standby or Auxiliary Service Rider.