
RIDER RDC - RESERVE DISTRIBUTION CAPACITY

PURPOSE

The purpose of this rider is to provide reserve capacity on the Company's distribution system to Customers that request a reserve distribution service connection for the delivery of electricity from distribution facilities in addition to the standard or preferred distribution supply facilities designated by Company.

AVAILABILITY

This optional rider is limited to Customers who qualify for service under Rate DS-3 or DS-4 and is contingent upon Company's engineering studies of the impact of providing reserve distribution service to a Customer and the Company's current and projected system distribution capacity needs.

* **DEFINITIONS**

Contracted Reserve Distribution Capacity

Contracted Reserve Distribution Capacity means the amount of reserve distribution capacity, in kW, a Customer contracts to receive under this rider.

Excess Demand

Excess Demand means the amount of Customer's Demand, in kW, that the Company supplies to the Customer which exceeds the Customer's Contracted Reserve Distribution Capacity.

DESCRIPTION OF RESERVE DISTRIBUTION SERVICE

When provided, Company will designate the reserve distribution capacity on its electric distribution system that will be available to the Customer upon a single contingency failure of the preferred or "standard" supply to the Customer. Such reserve service is subject to the following conditions:

The determination of delivery circuits and routes to provide sufficient single contingency distribution reserve capacity will be made by Company and will be subject to change as operating conditions change.

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Company will make all reasonable efforts to provide reserve distribution service on an adequate and continuous basis, but will not be liable for service interruptions, deficiencies or imperfections which result from conditions which are beyond the reasonable control of the Company. The Company cannot guarantee the service as to continuity, freedom from voltage and frequency variations. The Company will not be responsible or liable for damages to Customer's apparatus resulting from failure or imperfection of service beyond the reasonable control of the Company. Where such failure or imperfection of service might damage Customer's apparatus, Customer should install suitable protective equipment.

Company does not commit to reserve supplies from different substations and reserves the right to designate the preferred & reserve supplies and limit switching of Customer's load from one service supply to the other.

CUSTOMER REQUIREMENTS

- * The Customer and Company shall contract for the level of electrical load in kW for which the Company is providing electric distribution reserve capacity. The minimum level of Contracted Reserve Distribution Capacity shall be 150kW. The Customer shall install equipment to limit Customer's kW demand to the Contracted Reserve Distribution Capacity level.

CONTRIBUTION AND RATES FOR ELECTRIC DISTRIBUTION RESERVE SERVICE

The Customer shall pay, in advance of construction to Company, its estimated cost to extend or reinforce the reserve portion of the additional distribution supply back to a point on the Company's system where the Company reasonably expects adequate distribution capacity will exist. Said payment shall be non-refundable. If the Customer's load increases above their contracted capacity, and/or they request additional reserve capacity for new load and the Company must install additional distribution reserve capacity facilities, an additional Customer payment will be required. Said payment shall be in advance and be equal to the Company's total estimated costs as described above to modify or expand Company's distribution system to accommodate the increased load. The cost of all transformers and switchgear included as part of the reserve capacity shall include the estimated costs to install and remove said facilities.

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In addition to the Customer's normal monthly charges, the following monthly charges from the Customer's applicable Delivery Service Rate DS-3 or DS-4 based on the lowest voltage level at which reserve distribution facilities are provided shall apply:

- Meter Charge based on the Meter Voltage of the Reserve Supply.
- * Distribution Delivery Charge multiplied by the Customer's monthly billing demand in kW or Customer's Contracted Reserve Distribution Capacity amount in kW, whichever is less.
- * Transformation Charge (where applicable) multiplied by the Customer's highest Demand in kW billed in the most recent 12 monthly Billing Periods including the current Billing Period or, Customer's Contracted Reserve Distribution Capacity amount in kW, whichever is less.

Demand or billing demand, as applicable, is the same as metered and delivered via Customer's designated standard connection

- * If a Customer's Demand on their reserve distribution service connection is greater than the Customer's Contracted Reserve Distribution Capacity amount, the charge associated with the Excess Demand will be calculated as follows:
 - * $((\text{Excess Demand} \times \text{Dist. Delivery Charge}) + (\text{Excess Demand} \times \text{Transformation Charge}^1)) \times 12$
 - ¹ Where applicable
- * The Company, at its discretion and at Customers expense, may install equipment to limit the Customers demand to their Contracted Reserve Distribution Capacity amount. If Customers demand exceeds their Contracted Reserve Distribution Capacity amount, Customer shall be responsible for resulting damage.

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DUPLICATE ON-SITE SUPPLY FACILITIES

- * Requests for duplicate supply facilities on the Customer's premises, such as a second transformer or a second primary extension from a single supply feeder, shall be provided under provisions of Rider EFC - Excess Facilities Charge tariff.

TERM

Customer shall be required to sign a contract for an initial term of ten years, cancelable by Customer at any time after one year with six months' written notice to Company. Absent such cancellation during the initial term, the contract shall be automatically renewed for successive terms of one year each, subject to termination by the giving of written notice, by either Company or Customer, of at least six months prior to the expiration of any renewal term.

GRANDFATHERING PROVISIONS

If a Customer requested reserve distribution capacity on the Company's Distribution System prior to January 2, 2007, any applicable agreements, contracts or provisions in place at the time of the extension shall continue to be applied.

GENERAL TERMS AND CONDITIONS

Service hereunder is subject to the Customer Terms and Conditions, Standards and Qualifications for Electric Service, Tax Additions, and Supplemental Customer Charge Tariffs of this Schedule, as well as any other applicable Rates, Riders, taxes, adjustments, fees or charges that may be approved by the ICC from time to time.

If Customer's Demand on their reserve distribution service connection exceeds their Contracted Reserve Distribution Capacity amount, the Company reserves the right to limit Customer's usage to a level which will not affect system reliability.