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**ELECTRIC TARIFF  
PEAK DAY PARTNER**

**APPLICABILITY:**

Applicable to Customers with at least 500 kW of peak load during each of the four summer months, June through September, that can be made available for interruption under this tariff and that is not committed for interruption under another interruptible program or tariff.

**PURPOSE:**

The program provides Company with an additional interruptible resource to more efficiently manage system requirements during exceptional periods, and Customer the option of receiving pricing associated with energy supply markets during such periods.

**ENABLING AGREEMENT:**

In order to participate in the Voluntary Load Reduction Purchase Option program, Customer must complete the Enabling Agreement, attached hereto as Attachment A. This will qualify Customer to submit an offer in response to Company's Voluntary Load Reduction notification.

**VOLUNTARY LOAD REDUCTION PERIOD:**

Company shall, in its sole discretion, determine a time period (Voluntary Load Reduction Period) for which it is interested in receiving offers from Customers to voluntarily interrupt load pursuant to this tariff. Company shall endeavor to provide notice to all qualified Customers of the scheduling of a Voluntary Load Reduction Period. Company may specify the price at which it will accept bids or request a price offer from Customer.

**CUSTOMER OFFERS:**

A qualified Customer may submit an offer or multiple offers to participate in a Voluntary Load Reduction Period using the secure internet site established by Company. Offers shall include: (1) a fixed selling price per kWh; and (2) an amount of Committed Load Reduction (CLR) as defined herein. Each offer must be for a minimum CLR of 500 kW and may only include firm load that is not currently committed and will not be committed under another interruptible tariff. Customer may not seek payment under more than one interruptible program for the same load. Customer may submit multiple offers reflecting different options. Customer may also accept, reject, or counter any Company offer using the internet site. Although Company may assist Customer in understanding its load profile, Customer is responsible for its own estimate of CLR and Reference Load Profile (RLP) in presenting or accepting an offer, and Customer's participation based on such estimates shall be at Customer's own risk.

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**RESPONSES TO OFFERS:**

Company may, but is not obligated to, accept or reject Customer's offer, or may make a counter-offer to Customer. Acceptance by Company of an offer from one Customer does not require Company to accept another Customer's offer. The amount of interruptible load acquired by Company for a Voluntary Load Reduction Period, and the price that it agrees to pay per kWh, shall be solely within Company's discretion. All offers, counteroffers, acceptances and rejections shall be made using the secure internet site established by Company.

**COMMITTED LOAD REDUCTION (CLR):**

The CLR is the load reduction Customer offers to provide for the entire Voluntary Load Reduction Period, relative to the Reference Load Profile (RLP) as defined herein. Customer is committed to provide the CLR specified in a Voluntary Load Reduction offer, if the offer is accepted by Company. The CLR must be rounded to the nearest 100 kW.

**REFERENCE LOAD PROFILE (RLP):**

Company shall determine Customer's RLP for accepted offers only and shall determine a RLP for each Voluntary Load Reduction Period in which Customer participates. The RLP is developed by load interval from the Customer's five-day rolling average of uninterrupted, non-holiday weekday integrated loads for the period ending the day before a Voluntary Load Reduction period. The rolling average will exclude days not representative of load characteristics expected during the Voluntary Load Reduction Period, with such days solely determined by Company. Determination of the RLP may not occur until after the conclusion of the Voluntary Load Reduction Period.

**PURCHASE QUANTITY:**

The Purchase Quantity is the difference between Customer's actual loads and Customer's RLP during the Voluntary Load Reduction Period, rounded to the nearest 100 kW. Energy will be determined from the sum of such differences using integrated load intervals for each hour of the Voluntary Load Reduction Period. The Purchase Quantity will be adjusted for each interval to exclude:

1. All Quantities if the actual load reduction is less than 50 percent of the CLR, and
2. Quantities corresponding to an actual load reduction greater than 120 percent of the CLR.

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**CUSTOMER COMPENSATION:**

Company will determine Customer's compensation by applying the agreed upon selling price to the Purchase Quantity. Company will compensate Customer through a separate payment or bill credit, determined at Company's discretion.

**COMMUNICATION REQUIREMENTS:**

Customer must use Company-specified communication requirements and procedures when submitting any offer to Company. These requirements may include specific computer software and electronic communication procedures.

**METERING REQUIREMENTS:**

Company approved metering equipment capable of providing load interval information is required for Program participation. Customer must pay for the additional cost of such metering when not provided in conjunction with an existing retail electric service.

**LIABILITY:**

Company has no liability for indirect, special, incidental, or consequential loss or damages to Customer, including but not limited to Customer's operations, site, production output, or other claims by Customer as a result of participation in this Program.

**PROVISION OF ANCILLARY SERVICES:**

Program participation does not represent any form of Customer self-provision of ancillary services that may be included in any retail electric service provided to Customer.

Effective Date January 10, 2020

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