

Closed to New Accounts 4/29/21

Schedule Number: **9.0**

Powershare Nonresidential Load Curtailment

Rider PS-1

Availability:

Available on a voluntary basis to nonresidential members receiving concurrent service from the Cooperative on any demand billed rate schedule.

General Provisions:

Under this Rider the Member receives credits when, at the Cooperative's request, the Member agrees to reduce and maintain his load to a level specified in the individual contract, or transfers load to a standby generator, under one of the curtailment options below. The provisions of this Rider apply in addition to the stated provisions of the Member's rate schedule. Service under the Mandatory option of this Rider will not begin until, or unless the Cooperative has satisfactory interval load data for the purposes of establishing the Forecasted Demand.

Continued service under this Rider is subject to satisfactory performance by the Member, as determined by the Cooperative, in response to the Cooperative's request for curtailment.

Mandatory Curtailment Option:

Contracts for Mandatory Curtailment service will be accepted by the Cooperative for not more than 15,000 KW of Maximum Curtailable Demand. The Cooperative's request to curtail service under this option may be at any time the System has capacity constraints, including generation, transmission or distribution capacity constraints or reactive power concerns. The Cooperative, at its sole discretion, may limit requests for curtailment to certain groups of Members for valid reasons.

Under this option the Member agrees to reduce and maintain load to the Firm Demand specified in the contract. Members served under the Mandatory Curtailment Option may not contract under the Generator Curtailment Option.

The Cooperative reserves the right to test the provisions of this Rider twice per year, and shall give advance notice of any test to Members served under this Rider.

Monthly Rate:

Facilities Fee \$38.75 per month

Credits

1. Capacity Credit
Each month, a determination of the Curtailable Capacity available to the Cooperative during the Exposure Period will be made in order to compute a credit under the Mandatory Curtailment Option. The resulting amount will be the Effective Curtailable Demand (ECD) and shall not be less than zero. The monthly Capacity Credit is equal to the ECD X \$3.50/kW.

2. Energy Credit
During any month when curtailment is requested, the Member will also receive an energy credit of \$0.10 per kWh for the energy curtailed between the Firm Demand and the Forecasted Demand during a Curtailment Period.

Penalty

1. Penalty and Penalty Computation
If the Member fails to reduce and maintain load at, or below the Firm Demand during any Curtailment Period, a penalty will be applied to the Member's account for the month of occurrence at the rate of \$2.00 per kWh for all kWh used above the Firm Demand.

Control Notices and Limitations

The Member shall be notified of all initiations of Curtailment Periods at least thirty (30) minutes prior to such times. The Cooperative may invoke Curtailment Periods for not more than 100 hours in any year. Further, the Cooperative shall have the right to invoke a Curtailment Period at any time, subject to a maximum duration of 10 hours in any calendar day, which may be extended only by mutual agreement with the Member.

Generator Curtailment Option

Contracts for Generator Curtailment will be accepted for a minimum of 100 KW of load to be transferred from the Cooperative's source to the standby generator. Under this option, the Member agrees to provide a source of capacity through load reduction at any time the Cooperative has capacity constraints, including generation, transmission or distribution capacity constraints or reactive power concerns. The Cooperative, at its sole discretion, may limit requests for curtailment to certain groups of Members for valid reasons. The Generator Option is not available to Members served under the Mandatory Curtailment Option.

When the Cooperative requests the operation of the standby generator, a watt-hour meter(s) installed on or near the generator bus of the Member's facility will record the kWh output at the generator. The Member shall supply a 110-volt continuous source of power for the meter.

The Cooperative will test the operation of the Member's generator(s) each month, during which time the Member will transfer load from the Cooperative's source to the generator(s).

Monthly Rate:

Facilities Fee \$150.16 per generator meter per month

Exception: If, in the Cooperative's sole opinion, cellular communication technology cannot be utilized to retrieve data from the meter, the Member may still be allowed to participate in the Generator Option by providing, at his expense, a dedicated telephone line. In such a case, the Facilities Fee will be reduced by \$30.00.

Credits

1. Capacity Credit

The Member will receive a Capacity Credit of \$3.50 per kW based on the average capacity generated, based on kilowatt-hours associated with the Maximum Curtailable Demand, during all Curtailment Periods of the current month and all tests.

2. Energy Credit

The Member will receive an Energy Credit of \$0.10 per kWh based on the metered output of the Member's generator, for all kWh below the Maximum Curtailable Demand, during Curtailment Periods of the month and all tests.

Penalty

1. Penalty and Penalty Computation

If the Member fails to transfer to the generator at least 50% of the Maximum Curtailable Demand on a continuous basis, during a Curtailment Period, a penalty will be applied to the Member's account for the month of occurrence at the rate of \$2.00 per kWh for the difference between the generated capacity and 50% of the Maximum Curtailable Demand.

Control Notices and Limitations

The Member shall be notified of all initiations of Curtailment Periods at least fifteen (15) minutes prior to such times. The Cooperative may invoke Curtailment Periods for not more than 100 hours in any year including test operations. Further, the Cooperative shall have the right to invoke a Curtailment Period at any time, subject to a maximum duration of 10 hours in any calendar day, which may be extended only by mutual agreement with the Member.

Definitions

Contract Demand:

The Contract Demand is the maximum kilowatt demand which the Cooperative shall be required to supply to the Member.

Maximum Curtailable Demand:

The Maximum Curtailable Demand of not more than 15,000 KW is either (a) that portion of the Contract Demand which the Cooperative will supply to the Member at all times except during Curtailment Periods under the Mandatory Option (i.e., unless otherwise specified, the Contract Demand minus Firm Demand) or (b) the capacity the Member agrees to transfer from the Cooperative's source to the standby generator during Curtailment Periods under the Generator Curtailment Option. The Member will be required to curtail at least 100 kW during Curtailment Periods under the Mandatory Option. The member will be required to transfer at least 100 kW during Curtailment Periods and Tests under the Generator Option.

Firm Demand:

The Firm Demand, which may be specified at different values for the Summer months of June through September and the Winter months of October through May, is that portion of the Contract Demand which the Cooperative will supply to the Member without limitation on periods of availability.

Forecasted Demand:

The Forecasted Demand is the kW per hour which the Member would be expected to register absent a Curtailment Period and is used to determine the Energy Credits applicable under the Mandatory Option.

Curtailable Capacity:

The Curtailable Capacity is the monthly average demand usage during the exposure period minus the Firm Demand.

Curtailment Period:

A Curtailment Period is that interval of time, initiated and terminated by the Cooperative, (a) during which the participating Member will require service at no more than the applicable Firm Demand under the Mandatory Curtailment Option, or (b) during which the Member is requested to offset load from the Cooperative's source by transferring load to the Member's engine/generator unit under the Generator Curtailment Option.

Exposure Period:

The Exposure Period is that period of time within the month corresponding to the weekday peak demand periods and during which curtailment under these provisions is most likely to occur. Specifically, the Exposure Period for the purpose of computing monthly credits is defined as follows:

Summer Months of June through September
1:00 p.m. to 9:00 p.m., Monday through Friday

Winter Months of October through May
6:00 a.m. to 1:00 p.m., Monday through Friday

Contract**Mandatory Curtailment Option and Generator Option:**

The Mandatory Curtailment Option and Generator Curtailment Option shall have an original minimum term of three (3) years, and shall renew annually thereafter for additional one (1) year terms until terminated by the Member giving at least sixty (60) days' notice of such termination in writing. In the event the Member requests an amendment to or termination of the service agreement for this rider before the end of the applicable term without providing the required notice and such termination ceases or an amendment reduces the Member's obligation to curtail load, and the Member continues the agreement for service under the applicable rate schedule at the same location, the Member shall pay a termination fee equal to repayment of the credits received during the previous 12 months, plus the monthly Facilities Fee for each month in the remaining term of the agreement. The termination fee may be adjusted based on the Maximum Curtailable Demand established in an amended contract by the Member.

The Cooperative reserves the right to terminate the Member's Contract under this Rider at any time upon written notice to the Member for the failure to perform satisfactorily during three or more events as

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determined by the Cooperative, in response to requests for curtailment, or for violation of any of the terms or conditions of the applicable Schedule or this Rider.

Effective as of April 29, 2021

Approved by Board of Directors April 29, 2021