

**STANDARD CONTRACT RIDER NO. 23  
PEAK LOAD MANAGEMENT PROGRAM**

**AVAILABILITY**

Applicable to Customers served under Rates LLF, HLF or Special Contracts. Customers whose billing period maximum 30-minute demand is less than 500 kilowatts can participate in the Program by paying the incremental cost of the required metering. Customers must enter into a service agreement.

**PROGRAM DESCRIPTION**

The Peak Load Management ("PLM") Program is voluntary and offers Customers the opportunity to reduce their electric costs by managing their electric usage during Company's peak load periods. Customer and Company will enter into a service agreement under this Rider which will specify the terms and conditions under which Customer agrees to reduce usage.

**SERVICE OPTIONS**

Customers may elect to participate in a PLM service option by either choosing to:

- a) reduce demand to a specified amount,
- b) reduce energy usage below their baseline, or
- c) sell the output of any Customer owned self generation to Company.

Upon approval of Company, Customers will have the choice to combine the electric loads of multiple accounts (aggregate) served under different Rate Schedules (LLF, HLF) and/or Special Contracts of Company, for any of the options available under the PLM Program. Any aggregation of Customer loads applies only to the provisions of this rider (the PLM Program) and in no way is to be used to permit a Customer to migrate between or to Rate Schedules LLF, HLF, Standard Contract Riders, and/or Special Contracts.

The specific hours for the PLM service option will be mutually agreed upon between Customer and Company and specified in the service agreement. The targeted hours for the PLM Program will generally be, but are not limited to, between 11:00 A.M. and 8:00 P.M. (Eastern Standard Time), Monday through Friday, starting June 1 and ending September 30. Through May 31, 2012, Company may offer service under this Rider on a year-round basis.

Buy-through energy is the incremental energy the Customer has decided to purchase in lieu of managing their electric demand or energy usage as agreed upon between the Customer and the Company.

**Demand Reduction Option**

Customers served under the Rates LLF, HLF or Special Contracts electing this option agree, upon notification by Company, to limit their demand to a Firm Load Level. Customer and Company will mutually agree on the amount of demand reduction, the conditions under which a request for reduction can be issued and the mechanism to be used to verify compliance. Based upon these factors, Company will establish a bill credit to be given to Customer and the structure of the bill credit. The value of bill credit will take into consideration the projected avoided cost of firm capacity and energy, any bill savings from reducing load under the applicable Standard Rates and program administrative costs.

Issued:  
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Effective:  
June 25, 2010

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**Demand Reduction Option (Contd.)**

Company will provide buy-through energy, if available, to be billed based on price quotes (Buy-through Quotes) provided to Customer. Such Buy-through Quotes will include a) applicable transmission and distribution charges, generation charges based on out-of-pocket cost plus 10% and all applicable Riders and taxes included in the Standard Rate. Customer will be billed for all usage above the Firm Load Level at such Buy-through Quotes. If buy-through energy is not available and Customer fails to reduce its usage to the Firm Load Level, Customer will be billed for all usage above the Firm Load Level at \$10.00 per kilowatt-hour.

**Energy Reduction Below Baseline**

Customers served under the Rates LLF, HLF or Special Contracts electing this option agree, upon notification by Company, to reduce energy usage below their Baseline Level. Reductions below the Baseline Level during such periods will be credited at the Energy Buy-Back Price Quotes (Price Quotes) provided to Customer by Company. Customer and Company will mutually agree upon a) the conditions under which such Price Quotes will be in effect, b) the time period by which Company will provide such Price Quotes to Customer and c) the time duration such Price Quotes will be in effect. The determination of such Price Quotes will take into consideration the projected avoided cost of energy, any bill savings from reducing load under the applicable Standard Rates or Rate RTP and program administrative costs.

Customer will agree to provide Company with an estimate of the amount of load reduction to be provided during such periods. The Baseline Level must be mutually agreeable to both the Customer and the Company as representing the Customer's normal usage level during the time period that a notification could be given.

**Generation Sell Back**

Customers served under Rates LLF, HLF or Special Contracts electing this option, agree upon notification by Company, to sell the output of their electric generator to Company. Customer and Company will mutually agree on the amount of generation to be sold back and the conditions under which a request to run the generator can be issued. Based upon these factors, Company will establish a bill credit to be given to Customer and the structure of the bill credit. The bill credit value will take into consideration the projected avoided cost of firm capacity, firm energy and program administrative costs.

Suitable metering will be installed either by Customer or Company to measure the energy output of the generator. Customer will provide suitable access and a suitable location for the installation of such metering equipment.

During such time period that the electrical output of the generator is being sold back to Company, the meter readings that are normally used to bill the Customer shall be adjusted by adding back the measured output of the generator.

**BILLING UNDER STANDARD RATES**

Customers served under Rates LLF or HLF will be billed for all demand and energy used under the terms and conditions and at the rates and charges of the applicable Standard Rate. In addition, Customers will receive credits on their electric bill for participation in the PLM Program based upon the elected Service Option and as outlined in the PLM service agreement.

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**PROGRAM EQUIPMENT**

Company will provide Internet based communication software to be used to provide Customer with the Buy-through and Price Quotes. Customer will be responsible for providing its own Internet access.

Customer may purchase from either Company or other third-party suppliers any other necessary equipment or software packages to facilitate participation in this PLM Program. While Customers are encouraged to use such equipment or software packages to maximize benefits under this PLM Program, it is not a requirement for program participation. It is Customer's responsibility to ensure the compatibility of third-party equipment or software packages with any Company owned equipment or software packages.

**CUSTOMER GENERATION**

**Customers electing to operate a Generator in parallel with Company's electric system are subject to all provisions and Special Terms and Conditions in Standard Contract Rider No. 80 – Interconnection Service.**

**TERM AND CONDITIONS**

Except as provided in this Rider PLM, all terms, conditions, rates, and charges outlined in the applicable Standard Rates will apply.

Any interruptions or reductions in electric service caused by outages of Company's facilities, other than as provided under the PLM Program, will not be deemed a notice period under this PLM Program. Agreements under the PLM Program will in no way affect Customer's or Company's respective obligations regarding the rendering of and payment for electric service under the applicable electric tariff and its applicable rate schedules. It will be Customer's responsibility to monitor and control their demand and energy usage before, during, and after a notice period under this Rider.