

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY
(SANTEE COOPER)
LARGE LIGHT AND POWER
DEMAND RESPONSE BUY BACK (DRB)
SCHEDULE L-17-DRB

Section 1. Limited Availability:

(A) Service hereunder, "Demand Response Buy Back," is available to Customers meeting the availability requirements of the Authority's Large Light and Power Rate Schedule L-17 or its successor (hereinafter, "Schedule L"). In addition, service hereunder shall be available only to specified Delivery Points upon a prior written Service Agreement between the Authority and the Customer with respect to each such Delivery Point, in the form of an appropriate Delivery Point Specification Sheet attached to the Service Agreement between the Customer and the Authority.

(B) In order to receive service under this Schedule:

1. The Customer's electrical wiring permits separate metering of the Customer's equipment and facilities,
2. The Customer's designated equipment and facilities must be totally and responsively interruptible at the direction of the Authority or its designated representatives,
3. The Customer, at its expense, shall cause the following to be installed:
 - a) Dedicated telephone and data lines for the exclusive use of the Customer and the Authority,
 - b) All communications and control equipment required by the Authority,
 - c) Separate metering provided by the Authority to enable the Authority to separately meter the Customer's designated equipment and facilities.
4. The Customer agrees to hold the Authority and its designated representatives harmless from any and all claims, for damages resulting from interruption or curtailment of electric service provided under this Schedule. (See Section 7 - Special Provisions.)

(C) The total amount of Demand Response Buy Back service available to all qualifying customers shall be determined solely by the Authority and such amount changes from time-to-time. As of January 1, 2012, the Authority has determined that Demand Response Buy Back service will be made available to qualifying customers on a "first come first served" basis up to a maximum aggregate amount of 300 MW. Furthermore, qualifying load shall be a minimum of 50MW per customer per delivery point.

Section 2. Character of Service:

Demand Response Buy Back hereunder shall be electrical power and energy of the same general characteristics as described in Schedule L and Interruptible Service Rider L-17-I that is interruptible or curtailable by the direction of the Authority in accordance with the following terms:

(A) Demand Response Buy Back shall be interruptible or curtailable service with a short Customer notice and short interruption duration that is applicable to the Customer's equipment and facilities. Short notice will be within two (2) minutes with usual customer notification and short duration will be limited to sixty (60) minutes from the onset of the interruption or curtailment.

(B) During a System Disturbance or Emergency, Demand Response Buy Back service shall typically be the first type of service to be interrupted or curtailed and interruption and curtailment will be ratably administered among Customers receiving such service as determined by the Authority (see Operational Guidelines for Curtailment and/or Interruption of Curtailable or Interruptible Loads).

(C) The Authority shall have the right, at any time or times and for any reason or reasons, to direct the interruption of all or part of the Demand Response Buy Back service, provided that the duration of such interruptions or curtailments is sixty (60) minutes or less, shall not exceed 200 hours, not occur in more than 60 days, in any calendar year and, provider further, that the number of interruptions or curtailments, other than during System Emergencies, shall not exceed two (2) in a calendar day. As used herein, a "System Disturbance or Emergency" means a condition on the Authority's system in which, in the sole judgment of the Authority's System Controller or designated representative, action is required to maintain compliance with approved Reliability Standards, or there is an imminent danger of deterioration of service to firm or higher priority customers, voltage collapse, or damage to a part of the system. The Authority shall establish and maintain operational guidelines (referenced above), which shall state the conditions and circumstances under which directions for interruptions and curtailments may be made. Such operational guidelines shall be published, and available for review, at the Authority's offices.

(D) When the Authority determines that a System Disturbance or Emergency is imminent or exists and/or determines the need to interrupt or curtail the Customer's Demand Response Buy Back service as provided herein, the Authority shall give notice thereof to the Customer by telephone or by such other means of communication as the Authority may from time-to-time designate. Each such notice shall specify a demand level of Demand Response Buy Back service, to which the Customer's use of Demand Response Buy Back service is to be limited and the anticipated time period (hereinafter, a "Curtailment Period") to which such limitation is to apply. After receiving such notice, the Customer shall, except as otherwise provided herein, reduce its use of power during the Curtailment Period to which the notice applied, to the level specified by the Authority. Each such notice shall be deemed received by the Customer if the Authority shall have issued or attempted to issue that notice.

(E) The Authority will use reasonable efforts to give as much advance notice as practicable of probable curtailments when circumstances permit. It is recognized that because of the Character of Service of this Schedule, Customer Notice by the Authority of a Demand Response Buy Back interruption or curtailment could be two (2) minutes or less and not more than ten (10) minutes prior to the expected initiation of the Curtailment Period.

(F) All power and energy used by the Customer during a Curtailment Period in excess of the demand limitation set forth in the Authority's notice for such Curtailment Period shall be classified as Excess Power and subject to penalties as set forth herein; provided, however, that the Authority shall be under no obligation whatsoever to furnish such Excess Power.

(G) Nominated demand for the Demand Response Buy Back service is not subject to the Authority's Demand Sales Adjustment Clause DSC-17, or its currently applicable successor clause, if any.

Section 3. Monthly Credits

For all Demand Response Buy Back service provided hereunder, the monthly credit for controlled load response during a Curtailment Period shall be based on a combination of the sum of Nominated Demand as specified by the Customer and the specified Monthly Credit (\$/kW-month), and the sum of the Nominated Demand as specified by the Customer (regardless of the demand level requested by the Authority), the number of Curtailment Periods that have occurred within the billing period, and the specified Event Credit rate (\$/Event per MW) as indicated below and, as follows:

(A) Monthly Credit

Nominated kW of Demand Response Buy Back Service \$(490.00)/MW

(B) Event Credit

For all service provided hereunder other than Excess Power, the Monthly Event Credit for Demand Response Buy Back Service shall be determined as follow:

- a) Nominated MW of Demand Response Buy Back Service _____ (MW)
- b) Number of Curtailment Periods within billing period _____ (#)
- c) Credit per Curtailment Period per MW \$(588.00)/MW
- d) Total Credit (a * b * c) \$_____

(C) Excess Power Charge

The price for Excess Power used by the Customer in each Curtailment Period shall be 200% of the Authority’s reasonable best estimate of its incremental cost (including opportunity costs) of supplying such Excess Power and any penalties imposed on the Authority by the Regional and Sub-regional Reliability Councils and their Balancing Authority. Such incremental costs may include both demand-related and energy-related costs.

Section 4. Determination of Demands:

The Customer’s Demand Response Buy Back demand for each Delivery Point shall be established initially by mutual agreement of the Authority and the Customer, as evidenced in the Delivery Point Specification Sheet for the Delivery Point that is attached to, and part of, the Service Agreement between the Customer and the Authority. The sum of the Customer’s Demand Response Buy Back for each Delivery Point will serve as the basis for the Nominated MW of Demand Response Buy Back included in the calculation of the Monthly Credit in Section 3 above.

Section 5. Control Characteristics:

(A) Frequency

The Control Conditions will typically result in less than twenty (20) Curtailment Periods per calendar year and will not exceed twenty (20) Curtailment Periods per calendar year.

(B) Notice

Notice for immediate customer action by the Authority of a Demand Response Buy Back interruption or curtailment could be two (2) minutes or less and not more than ten (10) minutes.

(C) Duration

The duration of a single Demand Response Buy Back Curtailment Period will be one (1) hour or less. Under typical circumstances, the Curtailment Period will not exceed one (1) hour.

(D) Major Disturbance

In the event of a major disturbance, as defined by the Authority, greater frequency, less notice, or longer duration than listed above may occur. In the event of a major disturbance, the Customer is not entitled to additional compensation beyond that identified herein, regardless of greater frequency, less notice or longer duration. The Customer agrees that the Authority will not be liable for any damages or injuries that may occur as a result of the implications of a major disturbance, including, but not limited to, greater frequency, less notice (including no notice) or longer duration.

(E) Customer Responsibility

- (1) Upon the successful installation of the monitoring and load control equipment, a test of this communications and monitoring equipment will be conducted by the Authority. Testing will be conducted at a mutually agreeable time and date between Authority and Customer.
- (2) The Customer shall be responsible for providing and maintaining the appropriate equipment required to interrupt or curtail the Customer's load within the required time as specified by the Authority and upon receiving notice from the Authority, as specified in the Service Agreement between the Customer and the Authority.
- (3) The Authority will direct the interruption or curtailment of a portion or all of the Customer's Nominated Demand Response Buy Back service for up to a one (1) hour period once per year for testing purposes at a mutually agreeable time and date, if the Customer's load has not been successfully controlled during a load control event in the previous twelve (12) months. Testing purposes include the testing of the load control equipment to ensure that the Customer's load is able to be monitored by the Authority within the agreed upon specifications.

Section 6. Term of Service

Service under this Schedule shall continue, subject to Limitation of Availability, until terminated by either the Authority or the Customer upon written notice given at least one (1) year prior to termination. The Authority may terminate service under this Schedule at any time for the Customer's failure to comply with the terms and conditions of this Schedule or the Service Agreement. Prior to any such termination, the Authority shall notify the Customer at least thirty (30) days in advance and describe the Customer's failure to comply. The Authority may then terminate service under this Schedule at the end of the 30-day notice period unless the Customer takes measures necessary to eliminate, to the Authority's satisfaction, the compliance deficiencies described by the Authority. Notwithstanding the foregoing, if, at any time during the 30-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Authority shall be entitled to suspend forthwith the monthly credits under this Schedule.

Section 7. Special Provisions:

(A) Monitoring of the Customer's load shall be accomplished through the Authority's use of monitoring circuits connected directly to the Customer's switching equipment of the Customer's load and may be controlled by use of other means acceptable to the Authority.

(B) The Customer shall grant the Authority reasonable access for installing, maintaining, inspecting, testing and/or removing Customer-owned communications and monitoring load control equipment.

(C) It shall be the responsibility of the Customer to determine that all of its electrical equipment to be controlled is in good repair and working condition. The Authority will not be responsible for the repair, maintenance, or replacement of the Customer's electrical equipment.

(D) The Authority will not be required to install load monitoring equipment if the installation cannot be economically justified.

(E) Credits under this Schedule will commence after the installation, inspection, and successful testing of the load monitoring equipment. Credits are applied to specific Curtailment Periods only, as requested by the Authority and responded to by the Customer.

(F) The Customer shall hold the Authority and its designated representatives harmless from any and all claims, actual or threatened, for economic or punitive damages including but not limited to life, safety, equipment, facilities product, inventory, and opportunity resulting from interruption or curtailment of electric service provided under this Schedule and the Service Agreement.

(G) Service under this Schedule is subject to the terms of the currently effective Schedule L and/or Schedule L - Interruptible, the currently effective General Terms and Conditions attached thereto, and the Service Agreement between the Customer and the Authority.

(H) Pricing for DRB provided herein is in effect until modified or withdrawn. This pricing is subject to an annual evaluation at which time it may be modified or withdrawn if circumstances warrant. Prior to any such modifications, the Authority shall notify the Customer with at least sixty (60) days in advance of price changes. The Customer may then terminate service under this Schedule at the end of the 60-day notice period. The Authority may deem it necessary to re-evaluate this Schedule, and as with all schedules, reserves the right to revise, eliminate, or close this Schedule

Adopted December 7, 2015
Effective for service rendered on and after April 1, 2017

Supersedes:
Schedule L-16-DRB, Effective April 1, 2016