

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
LARGE LIGHT AND POWER  
INTERRUPTIBLE SERVICE  
RIDER L-09-I

Section 1. Availability:

(A) Service hereunder, "Interruptible Power", is available to Customers meeting the availability requirements of the Authority's Large Light and Power Rate Schedule L-09 or its successor (hereinafter, "Schedule L"), to which this Rider L-09-I is attached and made a part of. In addition, service hereunder shall be available only to specified Delivery Points upon a prior written 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 Rider L-09-I, the sum of the Customer's Contract Demands under this Rider L-09-I plus the Customer's Firm Contract Demand must equal or exceed 1,000 kW.

(C) The total amount of Interruptible Power available to all customers changes from time to time and the availability of such power hereunder is strictly subject to the provisions of this Rider L-09-I, including, without limitation, Section 4 (B)(4) hereinbelow.

Section 2. Character of Service:

(A) Interruptible Power hereunder shall be electrical power and energy of the same general characteristics as described in Schedule L that (i) is in excess of Firm Power purchased by the Customer under Schedule L and Supplemental Power, if any, purchased by the Customer under Rider L-SP, and (ii) is interruptible or curtailable by the Authority in accordance with the following terms of this Rider.

(B) The Authority shall have the right, at any time or times and for any reason or reasons, to interrupt or call for curtailment of all or part of the Interruptible Power, provided that the total aggregate duration of such interruptions or curtailments, other than during System Emergencies, shall not exceed 250 hours, nor occur in more than 60 days, in any calendar year and, provided further, that the number of such interruptions or curtailments, other than during System Emergencies, shall not exceed two (2) in any calendar day nor aggregate more than twelve (12) hours in any calendar day or forty-eight (48) hours in any calendar week (Monday through Sunday). As used herein, a "System Emergency" means a condition on the Authority's system in which, in the sole judgment of the Authority's System Controller, action is required to maintain compliance with approved Reliability Standards or there is an imminent danger of deterioration of service to firm customers, voltage collapse, or damage to a part of the system. The Authority shall establish and maintain operational guidelines which shall state the conditions and circumstances under which calls for curtailments may be made. Such operational guidelines shall be published, and available for review, at the Authority's offices.

(C) When the Authority wishes to interrupt or curtail the Customer's Interruptible Power as provided herein, the Authority shall give notice thereof to the Customer by telephone or by such other means as the Authority may from time to time designate. Each such notice shall specify a demand level, which may be zero, to which the Customer's use of Interruptible Power is to be limited and the time period (hereinafter, a "Curtailment Period") to which such limitation is to apply. After receiving such a notice, the Customer shall, except as otherwise provided herein, limit the Customer's use of Interruptible Power during the Curtailment

Period to which the notice applies, 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.

(D) The Authority will use reasonable efforts to give as much advance notice as practicable of probable curtailments when circumstances permit. The final scheduling of curtailments by the Authority will be postponed as long as practicable in order to minimize their occurrence and duration. Each notice issued by the Authority may be withdrawn or modified prior to the beginning of the potential Curtailment Period to which it applies. Such withdrawal or modifications shall be issued to the Customer by the same means as the original notices. Notices, if and to the extent so modified, shall be deemed to establish final Curtailment Periods and demand limitations. Notices withdrawn prior to the beginning of their respective Curtailment Period shall be without any further force or effect. The Authority shall confirm final notices of curtailment by subsequent letter to the Customer as soon as reasonably practicable after the end of the respective Curtailment Periods.

(E) After a notice of curtailment shall have been issued by the Authority, the Customer shall have the right to exceed the demand limitation set forth in the notice if, and only if, (i) the Customer makes a request to do so prior to the beginning of the Curtailment Period to which the notice applies and the Authority, in its sole judgment, determines that it can supply the requested excess, and (ii) the Customer agrees to pay for such excess at the price(s) quoted by the Authority in response to such request. The Authority shall designate in writing from time to time a representative to whom such requests should be directed, and the Customer shall designate in writing from time to time a representative of the Customer who is authorized to make such requests and issue such agreements. Requests that are granted and the corresponding agreements to pay the quoted prices shall be confirmed in writing by the Authority as soon as is reasonably practicable after the corresponding Curtailment Periods have ended. Electrical power and energy purchased by the Customer pursuant to this paragraph shall be classified as "Secondary Power."

(F) All power and energy used by the Customer during an Curtailment Period in excess of the demand limitation set forth in the Authority's notice for such Curtailment Period that is not classified as Secondary Power shall be classified as Excess Power; provided, however, that the Authority shall be under no obligation whatsoever to furnish such Excess Power.

Section 3. Monthly Rates and Charges:

For all Interruptible Power provided hereunder, the monthly charge shall consist of the following charges:

(A) Interruptible Power:

For all services provided hereunder other than Secondary Power and Excess Power:

(1) Monthly Demand Charge:

- (a) All kW of Interruptible Billing Demand @ ..... \$8.11/kW
- (b) For each kW of Interruptible Billing Demand, a charge or credit, if any, determined from time to time pursuant to the Authority's Demand Sales Adjustment Clause DSC-09, or its currently applicable successor clause, if any.

(2) Monthly Energy Charge:

(a) Base Energy Charge:

On-Peak kWh @ .....\$.0575/kWh  
 Off-Peak kWh @ .....\$.0375/kWh

(b) Fuel Adjustment Charge:

For each kWh, the charge or credit per kWh determined for the month pursuant to the Authority's Fuel Adjustment Clause FAC-09, or its successor clause, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and .085, respectively.

(B) Secondary Power:

The price for Secondary Power used by the Customer in each Curtailment Period shall be the price quoted by the Authority for such power and energy as hereinabove described. Each such quotation shall be based on the Authority's reasonable best estimate of its incremental costs of supplying such Secondary Power, plus a margin of 15% not to exceed \$15 per MWh above the Authority's incremental costs.

(C) Excess Power:

The price for Excess Power used by the Customer in each Curtailment Interruption Period shall be 200% of the Authority's reasonable best estimate of its incremental cost (including opportunity costs) of supplying such Excess Power. Such incremental costs may include both demand-related and energy-related costs.

In addition, whenever the Customer shall have used Excess Power during a Curtailment Period, the provisions of Section 4(C) below shall apply.

Section 4. Determination of Demands:

(A) Interruptible Billing Demand

The Customer's Interruptible Billing Demand for each Billing Month shall be the amount, if any, by which the Customer's Measured Demand for such month, determined pursuant to Section 4(B) of Schedule L, exceeds the sum of (i) the Customer's then-current Firm Contract Demand, under Schedule L, and, (ii) the Customer's then-current Supplemental Power Contract Demand, if any, under Rider L-09-SP, provided, however, that in no event shall such Interruptible Billing Demand be (i) less than 80% of the Customer's then current Interruptible Contract Demand, nor (ii) greater than the Customer's Interruptible Contract Demand.

(B) Interruptible Contract Demand

(1) Except as otherwise provided herein, the Customer's Interruptible Contract Demand shall be the maximum amount of Interruptible Power, in kilowatts, that the Customer has requested and the Authority has agreed to supply, as evidenced in the Delivery Point Specification Sheet for which the Delivery Point that is attached to, and a part of, the Service Agreement between the Customer and the Authority.

(2) The Customer may reduce its Interruptible Contract Demand for a Delivery Point, for any twelve month period and subsequent twelve month periods, by providing prior written notice of such reduction to the Authority at least one year prior to the beginning of the first period to which the notice applies; provided, however, that (i) no such reduction shall become effective before the fifth anniversary of the Service Agreement between the Customer and the Authority, and provided further that (ii) the greatest amounts of such reductions shall be as follows:

- (a) For the first twelve month period to which such notice applies, the maximum reduction shall be the greater of 5,000 kW or 25% of the Interruptible Contract Demand for such year.
- (b) For the second succeeding twelve month period, the maximum reduction shall be the greater of 10,000 kW or 50% of the Interruptible Contract Demand for such year.
- (c) For the third succeeding twelve month period, the maximum reduction shall be the greater of 15,000 kW or 75% of the Interruptible Contract Demand for such year.
- (d) For the fourth and subsequent twelve month periods, the maximum reduction shall be 100% of the respective Interruptible Contract Demand(s) for such years.

Notices of such reductions in the Customer's Interruptible Contract Demand shall be irrevocable once given.

(3) The Customer's Interruptible Contract Demand, once established or reduced, may be increased only by mutual agreement between the Authority and the Customer evidenced by the execution of a new, revised Delivery Point Specification Sheet for the Delivery Point to which the increase is to apply. The Authority shall be under no obligation to agree to any such increase but shall give good faith consideration to each such request. In such an event, the Authority may require additional special terms and conditions applicable to service to the Customer be included in the aforementioned new Delivery Point Specification Sheet.

(4) The total amount of Interruptible Power available for sale to all customers changes from time to time. In initially determining the amount of Interruptible Power, if any, to provide a Customer and/or in determining the amount, if any, by which a Customer's Interruptible Contract Demand may be increased, the Authority shall take into account the total amount of such Interruptible Power it reasonably expects to be available and its prior commitments for sales of such power. If, and to the extent that, the Authority thus determines it can make additional Interruptible Power available to new Customers and to existing Customers, the Authority shall do so on a first-come, first-served basis.

(C) Excess Demands

(1) In the event the Customer's use of service during any Curtailment Period exceeds the demand level established by the Authority for such Curtailment Period, the Customer's Interruptible Contract Demand shall be reduced, and the Customer's Firm Contract Demand shall be increased, by the greatest 30-minute integrated demand of such excess. In such event, such reduction and such increase each shall apply for the current Billing Month and the subsequent eleven (11) Billing Months.

(2) Notwithstanding the foregoing or any other provision of this Rider L-09-I, Schedule L, or the General Terms and Conditions attached thereto, the Authority shall be under no obligation whatsoever to supply demands in excess of the demand level established by the Authority during a Curtailment Period, and nothing herein shall be construed as restricting the right of the Authority to take such steps as the Authority may deem necessary, including without limitation complete interruption of service to the Customer, to limit the Customer's demand so as not to exceed such demand level.

Section 5. Other Terms and Conditions:

Service under this Rider L-09-I, is subject to the terms of the currently effective Schedule L, the currently effective General Terms and Conditions attached thereto, and the Service Agreement between the Customer and the Authority.

Adopted August 24, 2009  
Effective for service rendered on and after November 1, 2009

Supersedes:  
Schedule L-02-I, Effective April 1, 2002