ELECTRIC SERVICE TARIFF:

DEMAND PLUS ENERGY CREDIT RIDER SCHEDULE: "DPEC-5"



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AVAILABILITY:

Throughout the Company's service area from existing lines of adequate capacity.

APPLICABILITY:

This rider is applicable to any customer who chooses, upon request, to provide at least 200 kW of demand reduction. Fixed Pricing Alternative (FPA), Electric Arc Furnace (EAF), and Time of Use – Supplier Choice (TOU-SC) customers are not eligible for this Rider.

TYPE OF SERVICE:

Three phase, 60 hertz, at a standard voltage.

DESCRIPTION:

This tariff allows customers to earn credits for demand reduction. Customers will receive credits in exchange for reducing electric demand during periods in which the Company is experiencing extreme supply and demand conditions. The customer will reduce demand during a specified time period, and the company will credit the customer's electric bill for the demand reduction. There will be a minimum notice of 30 minutes for demand reductions.

DEMAND REDUCTION AND CREDITS:

A monthly energy credit will be paid in each billing month which includes a reduction period. The demand credit will be paid in each of the four summer billing months of June through September.

At the end of each billing month which includes a reduction period, the Company will calculate a monthly energy credit.

The monthly energy credit will equal the product of the energy credit rate and the monthly actual energy (kWhs) reduced below the Normal Electric Demand (NED), excluding energy reduced below the Firm Demand Level (FDL).

At the end of each summer billing month, the Company will calculate a monthly demand credit.

The monthly demand credit will equal the product of the demand credit rate and the potential demand reduction. The potential demand reduction will equal the difference in the Normal Electric Demand (NED) and the FDL during the Demand Plus Energy Credit (DPEC) Peak Period.

The customer and the Company will agree on the customer's FDL in kilowatts. The customer will be required to demonstrate the ability to achieve their contracted FDL during a time scheduled by the Company. The customer must reduce demand to the FDL or lower during all reduction periods.

<u>Special Provisions for Customers on all Real Time Pricing (RTP) tariffs:</u> The FDL must be lower than the CBL. The NED is calculated based on the CBL.

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Part I: Customers who contract for DPEC on or after July 1, 2013 will be paid as follows:

Demand Credit...... \$2.53 per kW Energy Credit......\$0.092 per kWh

Part II: Customers who were under contract for DPEC on June 30, 2013 and remain on DPEC with no

interruption in contract will be paid as follows:

Demand Credit.....\$6.25 per kW Energy Credit.....\$0.09 per kWh

NORMAL ELECTRIC DEMAND:

During each of the summer billing months of June through September, the monthly NED is the customer's actual, average demand during non-holiday weekdays, excluding days in which there was a demand reduction, from 12:00 noon to 8:00 p.m.

During each of the winter billing months of October through May, the monthly NED is the customer's actual, average demand during non-holiday weekdays, excluding days in which there was a demand reduction, over all hours of the day.

DPEC PEAK PERIOD:

The DPEC peak period during the summer months of June through September is non-holiday weekdays, from 12:00 noon to 8:00 p.m.

COMPLIANCE INCENTIVE:

If the customer's actual metered demand during a reduction period is greater than their FDL, the customer will be charged a compliance incentive of \$3.50 for each kW they are above the FDL during each hour of the reduction period.

The annual actual demand reduction will equal the difference in the annual NED and the FDL during the DPEC Peak Period. The annual NED is the customer's actual, average demand during the DPEC Peak Period, excluding days in which there was a demand reduction.

No compliance incentive will be charged for the first two 30-minute intervals of non-compliance per year (October through September).

If necessary, a monthly compliance incentive will be charged up to the amount of the monthly demand credit. The maximum compliance incentive is forfeiture of the demand credit plus \$9.00 per kW of annual actual demand reduction and applies to the October through September period. A settlement of the customer's total annual compliance incentive will be completed at the end of the October through September period, and additional charges up to the annual maximum will be billed at that time, if necessary.

ADMINISTRATIVE CHARGE:

\$120.00 per month. If additional metering equipment is required, the equipment and its installation must be paid for by the customer in addition to the administrative charge.

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LIMITS ON DEMAND REDUCTION:

Maximum Hours of Demand Reduction per Day: 8

Maximum Hours of Demand Reduction per Year: 100

TERM OF CONTRACT:

The contract term is one (1) year. The customer is required to remain on the DPEC tariff for a period of twelve months from the contract date. The contract will be automatically renewed on the anniversary date of the contract for an additional year, unless terminated with 30 days' written notice to the Company.

PENALTY FOR CONTRACT TERMINATION:

A customer may terminate their DPEC contract at any time by informing Georgia Power Company and honoring the remaining portion of the contract. A customer that terminates their contract without honoring the full contract period will pay the following amount: the demand credit received in the previous year plus forfeiture of any demand credits already received in the current year.

For customers that terminate their electric service contract and permanently close their operations, the Penalty for Contract Termination may be waived, and credit payments suspended, at the sole discretion of the Company.

GENERAL TERMS & CONDITIONS:

The credit calculated under this rider is subject to change in such an amount as may be approved and/or amended by the Georgia Public Service Commission under the provisions of applicable riders.

Service hereunder is subject to the Rules and Regulations for Electric Service on file with the Georgia Public Service Commission.