SOUTH CAROLINA PUBLIC SERVICE AUTHORITY (SANTEE COOPER) LARGE LIGHT AND POWER EXPERIMENTAL INCREMENTAL SUPPLEMENTAL POWER <u>RIDER L-21-IS</u>

SECTION 1. Availability:

Service hereunder, "Supplemental Power Service," shall be available to those customers meeting the availability requirements of the Authority's Large Light and Power Rate Schedule ("Schedule L"), to which this Rider is attached and made a part of; provided, however, that in order to receive service hereunder, each such customer (hereinafter, the "Customer") shall have (i) requirements for Supplemental Power Contract Demand of at least 10,000 kW, and (ii) a Firm Power Contract Demand totaling the sum of (a) at least 30,000 kW and (b) at least twenty-five percent (25%) of the sum of all of the Customer's contract demands under Schedule L. In addition, Supplemental Power is being provided in order to promote economic development in the State of South Carolina and service hereunder shall be available only upon written agreement between the Authority and the Customer, and shall be restricted to Customers for whom such service is, in the sole opinion of the Authority, necessary and appropriate for economic development in the State of South Carolina as determined by the Authority after taking into consideration, among other things, the addition of Firm Power Contract Demand. The total amount of additional Supplemental Power available to customers of the Authority will allocate available Supplemental Power hereunder to individual customers on a first-come, first-served basis.

SECTION 2. Character of Service:

(A) Supplemental Power Service hereunder shall be electric power and energy of the same general characteristics as described in the Authority's Large Light and Power Rate Schedule which (i) are in excess of the Customer's Firm Contract Demand and (ii) are subject to hourly incremental pricing by the Authority in accordance with the provisions of this Rider L-21-IS.

(B) Subject to the provisions of Section 4 hereof, the Authority shall undertake to serve the Customer's Supplemental Power requirements, up to the then-current level of the Customer's Supplemental Power Contract Demand, with the same level of reliability it provides to its other non-interruptible customers. In no event, however, shall the Authority have any obligation whatsoever to supply power and energy in an amount exceeding the sum of (i) the Customer's then-current Firm Contract Demand pursuant to the Authority's Large Light and Power Rate Schedule, (ii) the Customer's contract demands under other applicable riders thereto, if any, and (iii) the Customers' Supplemental Power Contract Demand. If, at any time, the Customer allows its total load to exceed the sum of such contract demands, the Authority shall have the right, at the Authority's sole discretion, to either (a) serve such excess and, pursuant to Section 5 hereof, charge the Customer for such service under the Authority's then-applicable Large Light and Power Rate Schedule, or (b) take whatever steps as may be reasonably necessary, including discontinuing all service to the Customer, to effect a reduction in service to the Customer to a level not exceeding such sum of the Customer's contract demands.

SECTION 3. Monthly Billing Rates:

The charges for service hereunder shall consist of the following:

(A) <u>Demand Charge</u>:

The monthly Demand Charge for Supplemental Power Service shall be calculated by multiplying the Customer's then-current Supplemental Power Billing Demand by the Monthly Supplemental Power Demand Rate of:

\$5.07 per kilowatt of the Customer's Supplemental Power Billing Demand

(B) Energy Charge:

The monthly Energy Charge for Supplemental Power Service for each Billing Month shall consist of the Standard Monthly Supplemental Energy Charge, as defined below. For purposes of determining such charges, the Customer's Supplemental Energy for a Billing Month is defined as the total amount of kilowatt-hours of Supplemental Power delivered to the Customer during that Billing Month.

(1) Standard Monthly Supplemental Energy Charge

The Standard Monthly Supplemental Energy Charge for each Billing Month shall be the dollar amount that is equal to (i) the amount of the Customer's Supplemental Energy for that Billing Month, times (ii) the Standard Monthly Supplemental Energy Rate for such month. The Standard Monthly Supplemental Energy Rate for a month shall be the sum of (i) the Authority's Average Monthly Fossil Fuel Cost Rate, as hereinafter defined, and (ii) a Non-Fuel Energy Rate of \$0.00237/kWh.

The Authority's Average Monthly Fossil Fuel Cost Rate for each month shall be determined by the following formula:

$$F = 100 * (F_m/G_m) * (1/(1-K)) * (1/(1-L))$$

where:

- F = Average Monthly Fossil Fuel Cost Rate in cents per kilowatt-hour, rounded to the nearest one-thousandth of a cent.
- F_m = the Authority's total dollar fossil fuel cost for the current month, which shall be equal to the sum of:
 - (a) the cost of fossil fuel burned or used in the Authority's own plants and the Authority's share of fossil fuel burned or used in jointly owned or leased plants as such costs are recorded in Accounts 501, 509, and 547; plus
 - (b) the net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction), when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges or economy energy purchases and the charges as a result of scheduled outages, all such kinds of energy being purchased by the Authority to substitute for its own higher cost energy; plus
 - (c) the actual identifiable fossil fuel costs associated with energy purchased for reasons other than identified in (b) above; less
 - (d) the cost of fossil fuel recovered through inter-system sales including, without limitation, the fuel cost related to economy energy sales and other energy sold on an economic dispatch basis.
- G_m = the Authority's fossil net generation, in kilowatt-hours, for the current month, which shall be equated to the sum of:
 - (a) the net generation of the Authority's own fossil-fueled plants and the Authority's shares of jointly owned or leased fossil-fueled plants; plus
 - (b) interchange in; plus
 - (c) the fossil-generated energy purchased by the Authority other than interchange; less

- (d) the net fossil-fueled generation associated with inter-system sales referred to in $F_{\rm m}(d)$ above.
- K = the Authority's allowance for capital improvements, which, for purposes of this Rider, shall be nine percent (9%), expressed as a decimal fraction.
- L = the Authority's allowance for transmission and distribution system losses applicable to service to the Customer, expressed as a decimal fraction.
 - (2) Secondary Power Charge

(a) The price for Secondary Power used by the Customer in each Peak Pricing 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 12.92% above the Authority's incremental costs.

(b) The price for Secondary Power usage that exceeds the amount requested and agreed upon by the Authority through Section 4 (B)(1) shall be the price quoted by the Authority for such power and energy times 150%. In the event the Authority determines the Secondary Power price for the hour does not sufficiently recover the costs to serve such excess power, the Authority reserves the right to charge 150% of the Authority's best reasonable estimate of the actual incremental cost to serve. Such decision shall be at the sole discretion of the Authority

(3) Excess Power Charge

The price for Excess Power used by the Customer in each Demand Response 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.

(C) <u>Other Costs</u>:

The Customer shall also pay the Authority monthly for such other costs as the Customer is responsible in accordance with the provisions of Section 4 hereof.

SECTION 4. Supplemental Power Contract Demand:

(A) General

The Customer's Supplemental Power Contract Demand shall be the maximum amount of Supplemental Power, in kilowatts, which the Customer has requested and the Authority has agreed to supply. The Customer's Supplemental Power Contract Demand shall be specified in the Customer's Service Agreement, but shall in no event be less than 10,000 kW.

(B) Peak Pricing by the Authority

(1) The Authority shall have the right, at any time or times and for any reason or reasons, to establish incremental pricing on an hourly basis for all or part of the Supplemental demand in response to market or system conditions, hereinafter "Peak Pricing Periods." Such Peak Pricing Periods shall not exceed 250 hours, nor occur in more than 60 days, in any calendar year and, provided further, that the number of such Peak Pricing Periods shall not exceed two (2) in any calendar day or seventy-two (72) hours in any calendar week (Monday through Sunday.) Electrical power and energy purchased by the Customer pursuant to this section shall be classified as "Secondary Power".

(a) At any time or times during the months of January, February, and December, the Authority reserves the right to establish Peak Pricing Period(s)for not longer than eighteen (18) aggregate hours in any calendar day.

- (b) At any time or times during all other months, the Authority reserves the right to establish Peak Pricing Period(s) for not longer than twelve (12) aggregate hours in any calendar day.
- (c) In order to receive Secondary Power at a delivery point during an hour, the Customer shall respond to the Authority's notification of Peak Pricing Period(s) within a period of time to be established by the Authority, following such notice. Such responses shall include the amount of Secondary Power the Customer requests and is willing to receive during the Peak Pricing Period(s), subject to its availability. The Authority, at its option, may respond to and confirm agreement to the Customer's request or may not respond further, in which event such confirmation and agreement shall be deemed to have been given.

(2) The Authority shall establish and maintain operational guidelines which shall state the conditions and circumstances under which calls for Peak Pricing Period(s) may be made.

(3) When the Authority wishes to establish peak pricing for the Customer's Supplemental 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, up to the total amount of the customer's Supplemental Power to which peak pricing will apply, and the time period (hereinafter, a "Peak Pricing 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 Supplemental Power during the Peak Pricing 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.

(4) The Authority will use reasonable efforts to give as much advance notice as practicable of probable peak pricing when circumstances permit. The final scheduling of peak pricing 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 Peak Pricing 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 Peak Pricing Periods and demand limitations. Notices withdrawn prior to the beginning of their respective Peak Pricing Periods shall be without any further force or effect.

(5) After a notice of peak pricing shall have been issued by the Authority, the Customer shall have the right to purchase Secondary Power at the price quoted by the Authority set forth in the notice if, and only if, (i) the Customer responds to the Authority's notice of peak pricing and schedules their usage during the Peak Pricing Period with in a manner acceptable to the Authority and and (ii) the Customer agrees to pay for such energy at the price(s) quoted by the Authority in response to such request.

(C) Demand Response

(1) Demand Response shall be a short Customer notice and short duration reduction in load under this rider 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 one (1) hour from the onset of the demand response period.

(2) During a System Disturbance or Emergency, Demand Response shall typically be the first type of service to be be called for demand response and will be ratably administered among Customers participating in similar programs or receiving non-firm service under on the Authority's other rate schedules or riders as determined by the Authority (see applicable operational guidelines).

(3) The Authority shall have the right, at any time or times and for any reason or reasons, to call for Demand Response, provided that the duration is one (1) hours or less, shall not exceed 50 hours in a calendar year, nor occur in more than four (4) times per month, and, provider further, the Authority shall not call for Demand Response more than once in any seven consecutive day period. 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.

(4) When the Authority determines that a System Disturbance or Emergency is imminent or exists and/or determines the need to call for Demand Response 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, to which the Customer's use of Supplemental Power is to be limited and the anticipated time period (a "Demand Response 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 Demand Response 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.

(5) The Authority will use reasonable efforts to give as much advance notice as practicable of probable Demand Response Periods 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 Period could be two (2) minutes or less and not more than ten (10) minutes prior to the expected initiation of the Demand Response Period.

(6) All power and energy used by the Customer during a Demand Response Period in excess of the demand limitation set forth in the Authority's notice for such Demand Response 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.

(7) All power under this rider is subject to the provisions and requirements for Demand Response as described herein.

SECTION 5. Supplemental Power Billing Demand:

(A) The Customer's Supplemental Power Billing Demand hereunder shall be equal to the Customer's Supplemental Power Contract Demand.

(B) In the event the Customer's Measured Demand exceeds the sum of the Customer's Firm Contract Demand pursuant to the Large Light and Power Rate Schedule, the Customer's contract demands under other applicable riders thereto, if any, and the Customer's Supplemental Power Billing Demand hereunder, such excess shall be treated as "Excess Demand" in accordance with Section 4(D) of the Large Light and Power Rate Schedule.

SECTION 6. Other Terms and Conditions:

(A) This Rider L-21-IS may be amended or revised by the Authority from time to time, in whole or in part, to reflect changed conditions, and when so amended or revised shall become effective as to all customers receiving service hereunder.

(B) Except as otherwise provided in this Rider, service hereunder shall be subject to all terms and conditions of the then-applicable Large Light and Power Rate Schedule. Customer load served under this rider is not eligible for participation in any of the Authority's other published rates, riders or programs, including but not limited to the Authority's Demand Response Buy-Back Schedule L-17-DRB.

(C) This Rider is experimental and service provided hereunder shall be available from the Effective Date through December 31, 2023. There is no guarantee nor expectation the Authority will provide service under this Rider beyond December 31, 2023.

(D) Except as may be expressly set forth to the contrary in the Service Agreement, nothing contained herein or in the Service Agreement shall be construed as affecting in any way the right of the Authority to make changes to any and all parts of this rate schedule as provided by law. Without limiting the generality of the preceding sentence, the Authority reserves the right to close this rate schedule to use by new Customers or at new Delivery Points at any time. Furthermore, except as may be expressly set forth in a

Customer's Service Agreement, the Authority reserves the right to terminate and withdraw this rate schedule and service hereunder to existing Customers upon sixty (60) days' prior written notice.

Adopted January 25, 2021 Effective for bills rendered on and after May 1, 2021 Expires December 31,2023

Supersedes: Not Applicable