



GREEN MOUNTAIN POWER  
CURTAILABLE LOAD RIDER  
FOR COMMERCIAL AND INDUSTRIAL  
TIME-OF-USE RATE 63/65

AVAILABLE:

For use by any Time-of-Use Rate 63/65 Customer except for Customers at service locations transitioned to Rate 63/65 from legacy-CVPS Rate 2D. Customers at service locations transitioned to Rate 63/65 from legacy-CVPS Rate 2D shall be eligible for this rider on April 1, 2020.

DEFINITIONS:

Curtable Period: The period of hours in a billing month that GMP, in its sole discretion, determines there is a substantial potential that a monthly system peak will occur, and additional hours that GMP, in its sole discretion, determines there is a substantial potential that Expected Energy Prices may exceed \$100/MWh. There will be at least one period declared each 30 days.

Non-curtable Period: All hours in a billing month not determined by GMP to be a Curtable Period.

Expected Energy Prices: The projected wholesale energy prices, determined by GMP in its sole discretion, for the following day (or days in the event of weekends and holidays) based on the expected Day Ahead ISO-NE locational marginal price at the Vermont zone, the equivalent expected bilateral contract energy price, or such other pricing data available to GMP.

NOTICE OF CURTAILABLE PERIOD:

Prior to 3:00 p.m. on each business day, GMP will inform the Customer if a Curtable Period will occur on the following day (or days in the event of weekends and holidays).

GMP may call a Curtable Period on any day, with 1 hour's notice, in the event of unexpected generation plant outages, unusual transmission or substation loading,



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unexpected wholesale energy price increases, or other system emergency conditions.

**RATE:**

The rate for all charges under this Curtailable Load Rider shall be according to the charges provided for in the Company's Commercial and Industrial Time-of-Use Rate 63/65, except as set forth below.

**ADJUSTMENT:**

This rider is subject to adjustment.

**BILLING DEMAND:**

Peak Hours: Peak billing demand shall be the number of kilowatts equal to the greatest fifteen-minute peak occurring during Curtailable Periods during such month; but not less than 50% of the highest fifteen-minute peak occurring during all Curtailable Periods during the preceding eleven months excluding the billing months of March and April.

Off-Peak Hours: Off-peak billing demand shall be the number of kilowatts equal to the greatest fifteen-minute peak occurring in all Non-Curtailable Periods during such month.

Energy: Energy will be billed at the otherwise applicable energy charge for applicable time periods under Rate 63/65.

**HALF CURTAILABLE LOAD OPTION:**

Curtailable Load Rider Customers who have paid their accounts in full shall be eligible to elect the Half Curtailable Load Option described in Attachment A to this Curtailable Load Rider.



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RESTRICTIONS:

GMP System Limitations: The total demand level that may be imposed on the system by the Customer will not exceed the capacity of the transmission and distribution system serving the individual Customer's location. In addition, GMP may impose further temporary limitations on the Customer's operations because of line, substation or other local system limitations.

INTERRUPTIBLE LOAD AND DISPATCHABLE POWER AGREEMENTS:

No currently effective Interruptible Load and Dispatchable Power Agreement will be renewed at the expiration of its term; instead any further interruptible/dispatchable service shall be provided solely under this Curtailable Load Rider.

DETERMINATION OF INELIGIBILITY:

Customers shall become ineligible for this Curtailable Load Rider upon the Company's determination, in its sole discretion that any of the following circumstances have occurred:

- 1) Any Customer previously served under a seasonal Interruptible Load and Dispatchable Power Agreement shall become ineligible for this Curtailable Load Rider if such Customer, in any two billing months during the seasonal period covered by such Agreement, fails to reduce demand during all Curtailable Periods by the lesser of (a) 500 kW or (b) 25 percent of the Customer's peak demand during Non-Curtailable Periods in the billing month.
- 2) Any other Customer previously served under an Interruptible Load and Dispatchable Power Agreement shall become ineligible for this Curtailable Load Rider if such Customer fails in any three of the previous 12 billing months to



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reduce demand during all Curtailable Periods by the lesser of (a) 500 kW or (b) 25 percent of the Customer's peak demand during Non-Curtailable Periods in the billing month.

- 3) Any Customer shall become ineligible for this Curtailable Load Rider if such Customer is issued two or more disconnection notices within the previous twelve-month period.

Customers who become ineligible for this Curtailable Load Rider shall be charged for services in accordance with the Company's Commercial and Industrial Time-of-Use Rate 63/65 beginning with the first billing month following the determination of ineligibility.

#### TERMS AND CONDITIONS

The Company's other terms and conditions in effect from time to time, where not inconsistent with any specific provision hereof, or of the specific provisions of Commercial and Industrial Time-of-Use Rate 63, are a part of this Curtailable Load Rider.



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HALF CURTAILABLE LOAD OPTION

The definitions, terms and conditions of service under this Half Curtailable Load Option are the same as those under the otherwise applicable provisions of the Curtailable Load Rider, except as follows:

DEFINITIONS

Base Demand Amount: The Customer's projected peak demand amount during Curtailable Hours for the upcoming year or season, as applicable, as agreed to in October of each year.

Specified Demand Limit: The number of kilowatts equal to the average of (1) the Customer's estimated peak demand during Non-Curtailable Periods in a month and (2) the Customer's Base Demand Amount. For Customers with more than one account that qualifies for this Supplemental Load Option, the Specified Demand Limit shall be calculated by summing the kW for all accounts served under this Half Curtailable Load Option. The Company, after consultation with the Customer, shall set the Specified Demand Limit in October of each year for the ensuing twelve months.

Base Energy Amount: The number of kilowatt-hours equal to the Base Demand Amount for one hour.

Buy-Through Energy: The number of kilowatt-hours consumed by the Customer in excess of the Base Energy Amount.

Curtailable Period: Any period of hours in a billing month that GMP, in its sole discretion, determines there is a substantial potential that a monthly system peak may occur or that Expected Energy Prices may exceed \$350/MWh.

Half Curtailable Lead Period: Any period of hours in a billing month that GMP, in its sole discretion, determines that if half of the maximum curtailable load is curtailed GMP does not risk exceeding its monthly system peak and that Expected Energy Prices may



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be less than \$350/MWh.

Non-curtable Period: All hours in a billing month not determined by GMP to be a Curtable Period or Half Curtable Period.

NOTIFICATION OF CURTAILABLE AND HALF CURTAILABLE PERIODS AND BUY-THROUGH ENERGY PRICES:

Prior to 3:00 p.m. on each business day, GMP will inform Customers electing this Half-Curtable Load Option of (1) whether a Curtable or Half Curtable Period will occur on the following day (or days in the event of weekends or holidays) and, if applicable, (2) the Buy-Through Energy price on the following day (or days in the event of weekends or holidays). Buy-through energy prices will be available only to Customers that notify GMP by 4:00 p.m. of the same day, requesting that buy-through prices apply. GMP may cancel a Half Curtable Period on any day, with 1 hour's notice, in the event of unexpected generation plant outages, unusual transmission or substation loading, unexpected wholesale energy price increases, or other system emergency conditions.

RATE:

Peak Hours: Peak billing demand shall be the number of kilowatts equal to the greatest fifteen-minute peak occurring in all Curtable Periods during the month or in all Half Curtable Periods in which the Specified Demand Limit is exceeded during the month, whichever is greater; but not less than 50% of the highest fifteen-minute peak occurring during Curtable Periods (or Half Curtable periods that exceed the Specified Demand Limit) during the preceding eleven months except the billing months of March and April.

Off-Peak Hours: Off-peak billing demand shall be the number of kilowatts equal to the greatest fifteen-minute peak occurring in all Non-Curtable Periods during such month or in all Half Curtable Periods in which the Specified Demand Limit is not exceeded during the month, whichever is greater.



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Energy: Energy will be billed at the otherwise applicable energy charge for applicable time periods under Rate 63/65, except that the charge for Buy-Through Energy shall be as follows:

<u>Expected Energy Price</u>	<u>Buy-Through Rate</u>
< \$100/MWh	Applicable Rate 63/65 energy prices
\$100–\$120/MWh	\$0.13/kWh
\$120–\$140/MWh	\$0.15/kWh
\$140–\$160/MWh	\$0.17/kWh
\$160–\$180/MWh	\$0.19/kWh
\$180–\$200/MWh	\$0.21/kWh
\$200–\$220/MWh	\$0.23/kWh
\$220–\$240/MWh	\$0.25/kWh
\$240–\$260/MWh	\$0.27/kWh
\$260–\$280/MWh	\$0.29/kWh
\$280–\$300/MWh	\$0.31/kWh
\$300–\$320/MWh	\$0.33/kWh
\$320–\$340/MWh	\$0.35/kWh
>\$340/MWh	

Applicable Rate 63/65 energy prices;  
Curtable Period will exist

**OPTIONAL ENERGY HEDGING:**

At the Customer’s option, the Company may implement forward wholesale energy purchases and sales on behalf of and at the direction of the Customer. The Company will invoice the Customer on the monthly bill a positive or negative dollar amount associated with the monthly settlement results equal to: (1) all costs associated with purchases of forward energy blocks; less (2) all revenues associated with sales of forward energy blocks; plus (3) the net of all day-ahead market purchases.

Payment Schedule: Upon the Company’s reasonable determination that a Customer participating in this option presents a significant credit risk, the Company may, in its sole



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discretion, request a Customer to make payment for service in accordance with the following schedule and terms and to sign an acknowledgement indicating agreement to do so.

<u>Business day after Customer’s Normal Billing Cycle</u>	<u>Proportion of total charges for the current billing month as estimated by the Company</u>
5 <sup>th</sup> Business Day	25% of GMP estimate for current billing month
10 <sup>th</sup> Business Day	25% of GMP estimate for current billing month
15 <sup>th</sup> Business Day	25% of GMP estimate for current billing month, plus Reconciliation Adjustment for prior billing month
20 <sup>th</sup> Business Day	25% of GMP estimate for current billing month

The Reconciliation Adjustment shall equal the positive or negative difference between estimates and actual charges for prior billing month. If payments in the amounts set forth above are not made by the payment dates set forth above, electric service will be subject to termination by Company, in its sole discretion, on seven (7) days written notice, which may be provided via email, facsimile, in person, via courier delivery service or via U.S. Postal Service. No further notice shall be required to terminate service. A Customer shall become ineligible for the Half Curtailable Load Option if such customer declines or fails to sign an acknowledgement indicating agreement to these “Payment Schedule” provisions upon request of the Company as set forth above. In addition, any Customer whose service is disconnected in accordance with these Payment Schedule provisions will thereafter be ineligible to receive service pursuant to the Curtailable Load Rider and Half Curtailable Load Option, and all future charges to such Customer for demand and energy will be according to the regular rates and charges provided in Rate 63.

DETERMINATION OF INELIGIBILITY:

The Determination of Ineligibility Provisions of the Curtailable Load Rider shall govern continued eligibility for this Half Curtailable Load Option, except that with respect to





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Half Curtailable Periods, the following additional provisions shall also apply. Customers shall become ineligible for this Half Curtailable Load Option upon the Company's determination, in its sole discretion that the following circumstances have occurred:

- 1) Any Customer previously served under a seasonal Interruptible Load and Dispatchable Power Agreement shall become ineligible for this Half Curtailable Load Option if such Customer exceeds the Specified Dispatchable Limit in any two billing months during the seasonal period covered by such Agreement.
- 2) Any other Customer previously served under an Interruptible Load and Dispatchable Power Agreement shall become ineligible for this Half Curtailable Load Option if such Customer exceeds the Specified Dispatchable Limit in any three of the previous 12 billing months.
- 3) Any Customer shall become ineligible for this Half Curtailable Load Option if such Customer is issued two or more disconnection notices within the previous twelve-month period.

Customers who become ineligible for this Half Curtailable Load Option shall be charged for services in accordance with the Company's Commercial and Industrial Time-of-Use Rate 63/65 beginning with the first billing month following the determination of ineligibility.

**RESTRICTIONS:**

In October of each year, and for the ensuing 12 billing months, November through October Customers may elect to participate in this Half Curtailable Load Option. Upon termination of a Customer's participation in this Half Curtailable Load Option for any reason, such Customer shall not be eligible to receive service pursuant to the Curtailable Load Rider and all future charges to such Customer will be according to the regular rates and charges provided in Rate 63/65.



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TERMS AND CONDITIONS:

Customers electing this Half Curtailable Load Option shall be solely responsible for providing and maintaining monitoring equipment adequate to provide Customer with accurate data for the purpose of determining whether the Customer exceeds the Specified Demand Limit. The determination whether the Customer has exceeded the Specified Demand Limit for purposes of calculating the Customer's demand and energy charges shall be made by GMP and shall be final. The Company's other terms and conditions in effect from time to time, where not inconsistent with any specified provision hereof, or of the specific provisions of Commercial and Industrial Time-of-Use Rate 63/65, are a part of this Half Curtailable Load Option.