

**RIDER 776**  
**BACK-UP, MAINTENANCE AND TEMPORARY INDUSTRIAL SERVICE RIDER**

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**TO WHOM AVAILABLE**

As shown on Appendix A, this Rider is available to Customers taking service under either Rate 732 or Rate 733 who desire to take service subject to Curtailments from the Company on a temporary basis, including for Back-up or Maintenance purposes. Back-up, Maintenance and Temporary Services under this Rider shall be subject to Curtailments when curtailment of the Company's interruptible service Customers under Rider 775 is insufficient. Service under this Rider is subject to the conditions set forth in this Rider and the Company Rules. Except for Buy-Through energy under Temporary Service or Back-up Service, this Rider shall be subject to other Riders as identified on Appendix A.

**CHARACTER OF SERVICE**

Subject to the provisions applicable to Back-up, Maintenance or Temporary Service under this Rider, Customer shall request in writing, which can be via electronic mail, an amount of capacity and the duration of said capacity shall be needed. The Company shall by written notice, which can be via electronic mail, confirm the amount of capacity it is willing to accept as load on its system and the duration of said capacity shall be available to the Customer.

**Back-up Service**

Subject to the requirements of Back-up Service in this Rider, the amount confirmed by Company shall be deemed firm load, subject to Curtailments. Confirmation of a Customer request for Back-up Service under this Rider shall not be withheld by the Company provided the request for Back-up Service is made in full conformance with the terms and conditions for Back-up Service under this Rider. A Customer with verified internal electric generation fueled with energy sources such as, but not limited to, process off-gas or waste heat, natural gas, oil, propane, coal and coal by-products and that is capable of meeting the efficiency standards established for a Cogeneration Facility ("Cogeneration Systems") may request (including on a pre-qualifying basis) Back-up Service that may only be available for up to forty-five (45) calendar days per Cogeneration System per twelve (12) rolling months. Eligibility for Back-Up Service requires a contract between the Customer and the Company that includes information on the Cogeneration System(s). Customer shall provide initial notice of request of Back-up Service within 60 minutes of event, including (i) information reasonably verifying such event, (ii) expected outage schedule, and (iii) daily notice to Company thereafter during and throughout the conclusion of an event.

**Maintenance Service**

Subject to the requirements of Maintenance Service in this Rider, the amount confirmed by Company shall be deemed firm load, subject to Curtailments.

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**CHARACTER OF SERVICE (Continued)**

Temporary Service

Subject to the requirements of Temporary Service in this Rider, the amount confirmed by Company shall be deemed firm load, subject to Curtailments. To the extent Customer requests Temporary Service and Company denies such a request under this Rider, Customer may elect to buy-through subject to the Demand and Energy Charges during Buy-through provided in this Rider. Customer may not elect to buy-through under this Rider if Company has initiated a Curtailment(s) on its system. The Company has the right to deny a request if Day Ahead LMPs exceed the Company's current Commission-approved purchased power benchmark that is utilized to develop the Company's Fuel Cost Adjustment under Rider 770.

**RATE**

Back-up Service

**Demand Charge**

The Demand Charge shall be the applicable Rate 732 or Rate 733 Demand Charge, divided by the number of calendar days within the applicable calendar month, per kW per day.

**Energy Charge**

All kWhs used for Back-up service shall be subject to an Energy Charge equal to Real-Time LMP plus a non-fuel Energy Charge of \$0.003615 per kWh.

All Energy for Back-up Service shall be considered first through the meter and billed on an hourly basis at the lower of: (i) one hundred percent (100%) Load Factor for the confirmed Back-up Service capacity or (ii) the total energy consumed by the Customer under this Rider and either Rate 732 or Rate 733, as applicable, during the period in which Back-up Service capacity was taken by the Customer.

Maintenance Service

For Customers (i) requesting service in writing at least twenty (20) days in advance of the need for Maintenance Service, (ii) requesting service for days not including June, July, August and September, and (iii) maintaining such requested daily schedule without material change, the following charges shall apply for up to a maximum of sixty (60) calendar days in any twelve (12) month rolling period:

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**Demand Charge**

For Customers requesting service for January, May and/or December, the Demand Charge shall be \$0.44 per kW per day.

For Customers requesting service for February, March, April, October and/or November, the Demand Charge shall be \$0.25 per kW per day.

**Energy Charge**

The Energy Charge for all maintenance kWhs for Rate 732 Customers shall be the Energy Charge in Rate 732 for the first 450 hours and all Energy for Maintenance Service shall be billed on an hourly basis and considered first through the meter.

The Energy Charge for all kWhs for Rate 733 customers shall be the applicable Energy Charge in Rate 733.

To the extent Customer seeks to recall the amount of Maintenance Service confirmed by Company, Customer shall provide at least forty-eight (48) hours prior notice. In such instance, Company shall confirm to Customer the amount recalled within twenty-four (24) hours of notice of recall and such recalled amounts shall not contribute towards the maximum days permitted under this Rider.

**Temporary Service**

**Demand Charge – Except as defined for buy-through described below**

- \$0.58 per kW per day for the first thirty (30) calendar days of temporary Demand taken in any twelve (12) month rolling period;
- \$0.87 per kW per day for the second thirty (30) calendar days of temporary Demand taken in any twelve (12) month rolling period;
- \$1.17 per kW per day for the third thirty (30) calendar days of temporary Demand taken in any twelve (12) month rolling period; and
- \$2.33 per kW per day for all calendar days in excess of ninety (90) calendar days of temporary Demand taken in any twelve (12) month rolling period.

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**Energy Charge – Except as defined for buy-through described below**

The Energy Charge for all temporary kWhs for Rate 732 Customers shall be the Energy Charge in Rate 732 for the first 450 hours and all Energy for Temporary Service shall be considered first through the meter.

The Energy Charge for all kWhs for Rate 733 Customers shall be the applicable Energy Charge in Rate 733.

All Energy for Temporary Service shall be billed on an hourly basis at the lower of: (i) one hundred percent (100%) Load Factor for the confirmed Temporary Service capacity or (ii) the total Energy consumed by the Customer under this Rider and either Rate 732 or Rate 733, as applicable, during the period in which Temporary Service capacity was taken by the Customer.

**Buy-Through Temporary Service**

**Demand Charge**

There shall be no Demand Charge for Temporary Service during a buy-through event.

**Energy Charge**

All kWhs used for Temporary Service during buy-through shall be subject to an Energy Charge equal to Real-Time LMP plus a non-fuel Energy Charge of \$0.003615 per kWh.

All Energy for Temporary Service shall be billed considered first through the meter and on an hourly basis at the lower of: (i) one hundred percent (100%) Load Factor for the requested Temporary Service capacity or (ii) the total Energy consumed by the Customer under this Rider and either Rate 732 or Rate 733, as applicable, during the period in which Temporary Service capacity was taken with buy-through by the Customer.

Subject to the amount requested by Customer, during a buy-through event there is no cap on kWhs imported or duration of buy-through for that applicable operating day. Buy-through days do not count toward the number of days of Temporary Service during any rolling twelve (12) month period.

**DETERMINATION OF BILLING DEMAND**

The Billing Demand for the day for Maintenance Service for Rate 733 Customers shall be the greater of (i) the granted Maintenance Service capacity times eighty percent (80%) or (ii) the actual amount of Maintenance Service taken by Customer above the Billing Demand under Rate 733.

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The Billing Demand for the day for Maintenance Service for Rate 732 Customers shall be the confirmed amount of Maintenance Service.

The Billing Demand for the day for Back-up and Temporary Service shall be the confirmed amount of Back-up and Temporary Service.

To the extent the Company has confirmed a recall of Maintenance Service under the provisions of this Rider, Customer shall not be charged for the amount recalled.

**GENERAL TERMS AND CONDITIONS OF SERVICE**

**1. Contract For Back-Up Service**

Any Customer requesting Back-Up Service under this Rider shall enter into a written contract for an initial period of not less than one (1) Contract Year, and such contract shall continue from month-to-month thereafter unless cancelled by either party giving to the other sixty (60) days prior written notice of the termination of such contract at the end of the initial period or at the end of any calendar month thereafter.

Notwithstanding the foregoing, contracts under this Rider shall terminate in accordance with Rule 5.8 of the Company Rules.

**2. Default Schedule**

Notwithstanding the foregoing conditions of service under this Rider, service shall be subject to the provisions of Rule 5.9 of the Company Rules.

**RULES AND REGULATIONS**

Service hereunder shall be subject to the Company Rules and IURC Rules.