

SCHEDULE CS
CURTAILABLE SERVICE

I. AVAILABILITY AND APPLICABILITY

Effective January 25, 2014, this schedule is closed to new customers and is available only to Customer locations that are being served on this schedule on the closure date.

This schedule is applicable on a voluntary basis to any Customer who purchases electricity in accordance with Schedule 8, or to any non-residential Customer who has a recording meter installed for billing purposes and is served under either Schedule 5, Schedule 6, Schedule 6TS, Schedule GS-2, Schedule GS-2T, Schedule GS-3 or Schedule GS-4. This schedule is not applicable to customers who elect Schedule SG.

This schedule is not available to Customers electing to participate, either directly or indirectly through a third-party curtailment service provider, in any PJM Interconnection, LLC Demand Response Program or any Company-sponsored peak-shaving demand response program.

II. NOTIFICATION, CURTAILMENT PROVISIONS, AND MONTHLY BILLING TO THE CUSTOMER

- A. Curtailments may be requested by the Company only from May 16 through September 30 (Summer) and from December 1 through March 31 (Winter). During the Summer, the potential curtailment period is from 2 p.m. to 9 p.m. During the Winter, the potential curtailment period is from 6 a.m. to 11 a.m., or from 5 p.m. to 10 p.m. For each calendar year, the total number of curtailments shall be limited to 13 curtailments during the Winter and 19 curtailments during the Summer. The Customer may elect curtailments for one or both seasons.
- B. If curtailments are elected for the Summer, the Customer shall specify the Summer Firm Demand, which shall be the maximum demand the Company is to supply during curtailment periods of the Summer season. Summer Firm Demand may be changed upon written notice subsequent to September 30 but prior to May 16. The Customer may elect to increase the Summer Firm Demand during the current Summer season upon written notice, subject to reimbursement in accordance with Paragraph III or Paragraph V. Such increase in Summer Firm Demand shall not affect any previous billing for failure to reduce to the Summer Firm Demand then applicable.

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(Continued)

- II. NOTIFICATION, CURTAILMENT PROVISIONS, AND MONTHLY BILLING TO THE CUSTOMER
- C. If curtailments are elected for the Winter, the Customer shall specify the Winter Firm Demand, which shall be the maximum demand the Company is to supply during curtailment periods of the Winter season. Winter Firm Demand may be changed upon written notice subsequent to March 31 but prior to December 1. The Customer may elect to increase the Winter Firm Demand during the current Winter season upon written notice, subject to reimbursement in accordance with Paragraph III or Paragraph V. Such increase in Winter Firm Demand shall not affect any previous billing for failure to reduce to the Winter Firm Demand then applicable.
- D. When notification of requested curtailment is provided at a time other than during a potential curtailment period, the Customer shall reduce load to the applicable Summer/Winter Firm Demand within 30 minutes of receiving notification, or at the beginning of the next potential curtailment period, whichever occurs later. When notification of requested curtailment is provided during a potential curtailment period, the Customer shall reduce load to the applicable Summer/Winter Firm Demand within 30 minutes of receiving notification. The Customer shall remain at or below the firm level until notification by the Company, or until the end of the potential curtailment period, whichever occurs first.
- E. Primary notification shall be through telecommunication equipment provided by the Company. The Customer shall arrange for telephone service, at the Customer's expense, dedicated solely to such equipment. A secondary notification procedure shall be established which is mutually agreeable to the Customer and the Company.
- F. Billing to the Customer shall include a monthly charge of \$47.20 to cover communication and administrative costs.

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III. DETERMINATION OF PAYMENT WHERE THE CUSTOMER IS SERVED IN ACCORDANCE WITH SCHEDULE 5, SCHEDULE 6, SCHEDULE 6TS, SCHEDULE GS-2, SCHEDULE GS-2T, SCHEDULE GS-3 OR SCHEDULE GS-4

A. Payment to the Customer will be applicable for the billing months of December through March and June through September. Payment will not depend upon requested curtailment(s) or compliance. Payment may be made in the form of a deduction from billing to the Customer. For each billing month where payment is applicable, the Company shall determine the Curtailable Load defined as kW_1 minus kW_2 where kW_1 is the average demand over all potential curtailment periods of the current billing month, excluding days of curtailment, and kW_2 is the applicable Summer/Winter Firm Demand.

B. When a payment is applicable, the Customer will be paid \$1.810 per kW of Curtailable Load for the billing months of December through March, and \$3.619 per kW of Curtailable Load for the billing months of June through September. In the event that the Summer Firm Demand is increased during the current Summer season, the Customer shall reimburse the Company for overpayments beginning with the most recent June billing month. In the event that the Winter Firm Demand is increased during the current Winter season, the Customer shall reimburse the Company for overpayments beginning with the most recent December billing month.

IV. BILLING FOR FAILURE TO CURTAIL WHERE THE CUSTOMER IS SERVED IN ACCORDANCE WITH SCHEDULE 5, SCHEDULE 6, SCHEDULE 6TS, SCHEDULE GS-2, SCHEDULE GS-2T, SCHEDULE GS-3 OR SCHEDULE GS-4

The Company shall determine the highest average kW measured in any 30-minute interval of each curtailment period. For each curtailment period during the Summer, the Customer shall be billed \$14.474 times any demand in excess of the Summer Firm Demand. For each curtailment period during the Winter, the Customer shall be billed \$7.239 times any demand in excess of the Winter Firm Demand.

V. DETERMINATION OF PAYMENT WHERE THE CUSTOMER IS SERVED IN ACCORDANCE WITH SCHEDULE 8

Payment to the Customer will be applicable for the billing months of December through March and June through September. Payment will not depend upon requested curtailment(s) or compliance. Payment may be made in the form of a deduction from billing to the Customer.

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(Continued)

V. DETERMINATION OF PAYMENT WHERE THE CUSTOMER IS SERVED IN ACCORDANCE WITH SCHEDULE 8

A. For the billing months of June through September:

Where the Summer Firm Demand is less than or equal to the Contract Summer Supplementary Demand, the Customer will be paid \$3.619 times the Contract Available Hours divided by 3500, times the Standby Demand. Where the Summer Firm Demand is greater than the Contract Summer Supplementary Demand, the Customer will be paid \$3.619 times the Contract Available Hours divided by 3500, times the difference between the Contract Supplementary-Standby Demand and the Summer Firm Demand. In addition, when the Customer's Supplementary Service Billing Demand exceeds the Customer's Summer Firm Demand, the Customer will be paid \$3.619 times the difference. In the event that the Summer Firm Demand is increased during the current Summer season, the Customer shall reimburse the Company for overpayments beginning with the most recent June billing month.

B. For the billing months of December through March:

Where the Winter Firm Demand is less than or equal to the maximum of the Contract Winter Supplementary Demand and the Contract Summer Supplementary Demand, the Customer will be paid \$1.810 times the Contract Available Hours divided by 3500, times the Standby Demand. Where the Winter Firm Demand is greater than both the Contract Winter Supplementary Demand and the Contract Summer Supplementary Demand, the Customer will be paid \$1.810 times the Contract Available Hours divided by 3500, times the difference between the Contract Supplementary -Standby Demand and the Winter Firm Demand. In addition, when the Customer's Supplementary Service Billing Demand exceeds the Customer's Winter Firm Demand, the Customer will be paid \$1.810 times the difference. In the event that the Winter Firm Demand is increased during the current Winter season, the Customer shall reimburse the Company for overpayments beginning with the most recent December billing month.

VI. BILLING FOR FAILURE TO CURTAIL WHERE THE CUSTOMER IS SERVED IN ACCORDANCE WITH SCHEDULE 8

The Company shall determine the highest average kW measured in any 30-minute interval of each curtailment period, excluding curtailment periods coinciding with scheduled maintenance approved by the Company.

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VI. BILLING FOR FAILURE TO CURTAIL WHERE THE CUSTOMER IS SERVED IN ACCORDANCE WITH SCHEDULE 8 (Continued)

A. For each curtailment period during the Summer where demand is determined in excess of the Summer Firm Demand, the Customer shall be billed as follows:

1. Where the highest demand determined is less than or equal to the Contract Summer Supplementary Demand, the Customer shall be billed \$14.474 per kW in excess of the Summer Firm Demand.
2. Where the highest demand determined exceeds the Contract Summer Supplementary Demand, the Customer shall be billed \$14.474 times the difference between the Contract Summer Supplementary Demand and the Summer Firm Demand, plus \$14.474 times the Contract Available Hours divided by 3500, times the kW in excess of the Contract Summer Supplementary Demand.

B. For each curtailment period during the Winter where demand is determined in excess of the Winter Firm Demand, the Customer shall be billed as follows:

1. Where the highest demand determined is less than or equal to the maximum of the Contract Winter Supplementary Demand and the Contract Summer Supplementary Demand, the Customer shall be billed \$7.239 per kW in excess of the Winter Firm Demand.
2. Where the highest demand determined exceeds the maximum of the Contract Winter Supplementary Demand and the Contract Summer Supplementary Demand, the Customer shall be billed \$7.239 times the difference between:
 - a. The maximum of the Contract Winter Supplementary Demand and the Contract Summer Supplementary Demand,
 - and
 - b. The Winter Firm Demand,plus \$7.239 times the Contract Available Hours divided by 3500, times the kW in excess of the maximum of the Contract Winter Supplementary Demand and the Contract Summer Supplementary Demand.

VII. TERM OF CONTRACT

The term of contract under this schedule shall be such as may be mutually agreed upon, but for not less than one year.