

STANDARD PRICING SCHEDULE: IR (CLOSED)
INTERRUPTIBLE RIDER

STATE OF OKLAHOMA

THIS RIDER IS CLOSED FOR ENROLLMENT

LPL-TOU IR CODE NO. 33

This is a rider to the Large Power and Light Time-of-Use (LPL-TOU) standard rate schedule. All provisions of the standard rate schedule apply, except as otherwise amended by this rider. The Company, at its sole discretion, may call for interruption for any operating or economic purpose. The use is not limited to emergency conditions.

AVAILABILITY: This rider is available by application by the customer and acceptance by the Company to all customers served under the LPL-TOU service level 1 and service level 2 standard rate schedule with a demonstrated load curtailment capability of 5000 kilowatts (kW) or greater and a minimum maximum demand of 7000 kW or greater, demonstrated once within the previous 12 months. The customer contract for the IR-1 tariff shall be effective for a period of 12 months beginning with the payment of the first credit. Customers choosing this rider are not concurrently eligible for the Performance Award for Curtailed Energy Rider (PACE-1), the Curtailment Rider (CR-1), the Load Reduction Rider (LR), or the Back-up Service Rider (BUS-1). This rider shall not apply if a service interruption resulting from system-emergency operating conditions should occur. No resale, breakdown, auxiliary or supplementary service permitted, without approval from the Company.

DETERMINATION OF INTERRUPTIBLE CREDIT: The Interruptible Credit shall be calculated by multiplying the applicable kW load (corrected for power factor as stated in the LPL-TOU standard rate schedule) times the following appropriate Monthly Credit Factor per kW:

Monthly Credit Factor per kW

	<u>Service Level</u>
\$2.53	Transmission (Service Level 1)
\$2.57	Distribution Substation (Service Level 2)

- A. **Interruptible Load:** The Interruptible Load shall be the monthly Maximum Billing Demand minus the Contracted Demand. The credit generated by the Interruptible Load shall be not greater than the credit generated by using the customer specific Contract Curtailable Demand.

Rates Authorized by the Oklahoma Corporation Commission:
(Effective) **(Order No.)** **(Cause/Docket No.)**
August 3, 2009 569281 PUD 200800398

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- B. **Maximum Billing Demand:** The Maximum Billing Demand upon which the Capacity Charge of the LPL-TOU standard rate schedule is based shall be the Maximum Demand corrected for power factor, as set forth under Power Factor Clause; provided that no Maximum Billing Demand shall be considered as less than 25 percent of the highest On-Peak Hours Demand corrected for power factor previously determined during the 12 months ending with the current month.
- C. **Contracted Demand:** The Contracted Demand is the demand specified by the customer, which the Company is expected to supply during any Periods of Interruption requested by the Company. The Contracted Demand may be modified, no more than once in a consecutive 12 month period. The effective date of the modified customer contract shall modify the future anniversary date of the contract and coincide with the culmination of the twelfth (12) monthly payment under the newly modified Contracted Demand schedule.
- D. **Contract Interruptible Demand:** The Contract Curtailable Demand is a customer specific predetermined amount of demand that the customer is willing to curtail during a period of load interruption. The Contract Interruptible Demand shall be defined in the customer contract.

SPECIAL CONDITIONS:

1. **Notice for Interruption:** The Company shall always endeavor to give the customer as much notice as possible before the interruption is to occur and shall never give the customer less than 30 minutes notice.
2. **Periods of Interruption:** A period of interruption shall be that time when the Company has interrupted all or part of a customer's load from the Company's lines. The Company is solely responsible for determining the need and execution of the Company's interruptible requests. Interruption may be required during any calendar month and the total hours of interruption will be limited to not more than 100 hours in any consecutive 12 month contract period. Minimum length of interruption is four (4) hours. Maximum length of interruption shall not exceed eight (8) hours. No more than one interruption will be called within a 24 hour period.
3. **Non-Compliance Provision:** Failure to reduce demand to the Contracted Demand during an interruptible period shall cause the Interruptible Load to be zero for determination of the Billing Demand for that billing period.

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4. **Failure to Interrupt:** If customer causes a failure to interrupt as requested by the Company, customer is in default of the provisions of this rider. In such event, Company may remove the customer from the rider without penalty to the Company.
5. **Customer's Inappropriate Actions:** If it is determined at any time by the Company that the customer is manipulating the rider so as to reduce the benefit expected by the Company, the customer is in default and will be removed from this rider without penalty to the Company.
6. **Company Provided Equipment:** The Company will install, own, and maintain special metering equipment required for this service. In circumstances where an unusually large metering investment is necessary, the Company, at its option, may require a prepayment from the customer to cover such investment.
7. **Customer Provided Equipment:** The customer shall be responsible for either an up-front payment or a pay-out over the first 12 months of the contract for Company service for any additional equipment necessary to provide OG&E the ability to interrupt the subscribed load from OG&E's system from an OG&E designated control center. Any and all operation and maintenance expenses associated with such equipment will be paid by the customer on an as occurred basis. Failure to remit payment within 30 days shall be cause for removal from this rider.
8. **Restriction:** This rider is not available to customers being served under the Real Time Pricing Tariffs, Back-up Tariff, Curtailment Rider (CR), Load Reduction Rider (LR), and Performance Award for Curtailed Energy Rider (PACE).

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