

ENERGYWISE FOR BUSINESS RIDER EWB-4

AVAILABILITY

This Rider is available on a voluntary basis, solely at Company's option, to non-residential Customers receiving electric service under a nonresidential rate schedule and where the establishment has one or more qualifying central air conditioning or electric heat pump unit(s) which operate to maintain a conditioned space on weekdays during the calendar months May through September as determined by Company, for this Rider under a Summer Control Option. Eligible participants who also have an electric heat pump unit(s) with electric resistance heating which operates on weekdays during the calendar months November through March, as determined by Company, may also elect the Winter Control option. Weekdays are defined as Monday through Friday. This Rider is not available to customers served under Schedules LGS-RTP, LGS-CUR-TOU and SI, Riders NM, DRA, 42, 58, 68, IPS, CL, or NFS.

GENERAL PROVISIONS

This Rider is available where the following requirements are met:

1. Customer must agree to control of all installed qualified central air conditioning or electric heat pump units in the establishment under a single control option as set forth below.
2. During the billing months of May through September, Customer's electric usage must average a minimum of 1,000 kilowatt hours per month.
3. Company shall have the right to require that the owner of the controlled equipment, if different than Customer, give satisfactory written approval for Company's installation and operation of load control devices or thermostats on that equipment before Customer may enter into an agreement for this Rider.
4. Neither Customer nor his agent shall disconnect or otherwise interfere with the proper operation of Company-provided equipment required to control Customer's central air conditioning or electric heat pump system.
5. Customer shall immediately notify Company of the removal, damage or discontinued use of Customer's controlled equipment during weekdays or removal or damage to Company-provided load control device or thermostat.
6. Where Company has the necessary communications equipment installed and where a communication signal can be satisfactorily delivered to allow Company to communicate with Company-provided equipment, Customer shall allow Company's representative to install and operate equipment to interrupt service to each installed, approved electric air conditioning and/or electric heat pump unit using one of the following types of control equipment below:
 - a. Thermostat Control Option (a web-enabled programmable thermostat): If this option is selected, Customer must provide password-protected broadband/Wi-Fi internet access to the thermostat, at no cost to Company. Customer will receive access from Company to the installed thermostat through a web portal for setting and controlling the system remotely through Customer's smart phone, tablet or computer. In order to participate in the Winter Control option, the Thermostat Control Option is required.
 - b. Wi-Fi Load Control Device Option: If this option is selected, Customer must provide both (1) a password-protected broadband/Wi-Fi internet access to the load control device, at no cost to Company and (2) the necessary wiring for a circuit, exclusive of any other load, suitable for the installation of a load control device. In no event will Company be required to install additional wiring if Company determines the wiring cannot be done in a manner which is economically feasible.

- c. Cellular (or Other Technology) Load Control Device Option: Customer must provide the necessary wiring for a circuit, exclusive of any other load, suitable for the installation of a load control device. In no event will Company be required to install additional wiring if Company determines the wiring cannot be done in a manner which is economically feasible. This option is only available where suitable cellular or other communications service is present.

7. Company shall be allowed to monitor Customer's load, or any part thereof, and the operation of controlled appliances.

Customers selecting the Thermostat Control option, and utilizing electric heat pumps with electric resistance heating elements, may also elect to participate in a Winter Control option applicable to their weekday operations, but customers may not participate in a Winter Control option only.

CONTROL CREDITS

The credits as set forth below for each option will be applied to Customer's first monthly bill following successful installation and testing of each load control device or thermostat. After the first year, Customer will receive a credit annually upon the anniversary date of the initial credit issued.

Summer Control Option:

Customer shall select one of the following summer-cycling options based upon the percent reduction of the normal on/off frequency of the air conditioning or heat pump compressor for all controlled cooling equipment:

1. 30% Summer Cycling Level - \$50 per load control device
2. 50% Summer Cycling Level - \$85 per load control device
3. 75% Summer Cycling Level - \$135 per load control device

The cycling option selected must be the same for each controlled unit, but once selected may not change for 12 months.

Winter Control Option:

Summer Control customers may also elect to participate in a Winter Control Option provided Customer utilizes the Thermostat Control Option and have electric heat pumps with electric resistance heating elements. Under the Winter Control Option, 100% of Customer's electric resistance heating elements will be controlled during the Interruption Period; however, the heat pump compressor will not be interrupted. If Customer selects the Winter Control option, Credits will be made to Customer's first monthly bill following successful installation and testing of each thermostat control of an additional \$25 per thermostat.

REQUIREMENTS FOR AIR CONDITIONING AND ELECTRIC HEAT PUMP UNIT

An approved electric air conditioning and/or electric heat pump unit is a permanently installed package or split system that conditions all or part of the enclosed floor space. All qualifying units installed in the establishment for the purpose of human comfort in spaces not separated by firewalls must participate under this Rider in order to receive credit. Such units controlled by whole building energy management systems, direct digital controls or multiple temperature sensors may not be compatible with a Company-supplied thermostat, but may still participate under this Rider using the load control device option.

INTERRUPTION PERIODS

Company shall be allowed, at its sole discretion, to interrupt service to Customer's air conditioner and/or electric heat pump at any time, based upon the customer-elected cycling option. The control period under the Summer Control option may be for up to four hours each day during the months of May through September. Interruption of cooling equipment for cycling purposes shall be limited to a total of no greater than 40 hours during any one summer season for cycling purposes.

For those customers selecting the Winter Control option, Company shall be allowed, at its discretion, to interrupt service to the resistance heating elements associated with each electric heat pump unit for up to four hours per day during each day November through March. Resistance heating element interruptions shall be limited to a total of no greater than 40 hours during any one winter season.

Company, at its sole discretion may limit requests for service under this Rider to geographic regions for valid reasons. Also, in addition to the control period for cycling purposes, Company reserves the right to control the customer's equipment for additional periods in the event Company has capacity problems.

Company reserves the right to test the load control equipment at any time, and such test periods shall be counted towards the maximum hourly interruption limits. Customer shall have the option to override two (2) control events each calendar year without forfeiting the credit by calling or contacting Company in accordance with Company's instructions; however, if Customer requests an override for more than two (2) control events in a calendar year, Customer's service under this Rider will either be terminated or Customer will forfeit the next Annual Incentive Credit. A control event override is defined as Customer requesting exemption from any portion of the control event.

EQUIPMENT INSPECTION AND SERVICING

Company or its agents shall have the right of ingress and egress to Customer's premises at all reasonable hours for the purpose of inspecting the installed load control equipment and/or web-enabled programmable thermostat; changing, exchanging, reconnecting, or repairing, as necessary; or removing after termination of service if requested by Customer. Upon discontinuance of service under this Rider, any Company installed equipment becomes the property of Customer who is solely responsible for its operation and maintenance thereafter.

DSM/EE OPT-OUT ELIGIBILITY

Opt-Out eligible customer participating in this program on and after January 1, 2016 loses the right to be exempt from the DSM Rate for three (3) years following receipt of an incentive under this program.

CONTRACT PERIOD

Customer shall enter into an agreement for a minimum original term of one (1) year and thereafter until terminated by either party by giving at least 30 days prior written notice to the other party. Upon termination of service under this Rider, the installed equipment at the premises will be remotely disabled to prevent further load control, but will only be removed upon request by Customer. Company reserves the right to terminate Customer's agreement under this Rider at any time upon written notice to Customer for violation of any of the terms or conditions of the applicable Schedule or this Rider. If, during the original term, Customer requests termination of service under this Rider and remains at the same location without participating in a called Summer Control event, Customer will be required to repay the annual incentive. Upon discontinuance of service under this Rider, Customer may not enter into a new agreement for this Rider for a period of 12 months.

Supersedes Rider EWB-2

Effective for service on and after January 1, 2016

SCPSC Docket No. 2015-163-E, Order No. 2015-596