

Schedule OLM-AS
OPTIONAL LOAD MANAGEMENT AND AUTOMATION SERVICES RIDER

APPLICABLE

This Schedule OLM-AS Rider (“Rider”) is applicable to Customers who participate in the Residential and Small Commercial Demand Response Program as approved in the Utility’s Resource Plan (the “Program”), and in conjunction with any of the Utility’s residential or non-residential rate schedules for the purchase of electricity as listed in Special Condition 1. The Utility shall provide at the Utility’s expense Load Management Devices that allow automatic control of End-Use Loads as defined in Special Condition 5. This Rider is provided to support the Program and the deployment of past, present, and future Load Management Devices. The Utility shall serve requests for this service in accordance with the Program.

Participation in the Program is voluntary with the exception of Customers participating in the Utility’s low-income air conditioner program as further described below in Special Condition 2. Voluntary participants may cancel their participation at any time subject to the constraints described in Special Condition 15 below. Exclusions to Program participation apply as described more fully in Special Condition 3.

The level of Customer incentives and type of Automation Services provided are based upon the type of Load Management Device installed at the Customer’s premise. The type of Load Management Device that can be offered (either Discrete Devices or Networked Devices as defined below) is based upon Customer premise-specific conditions such as the availability of communication networks and the type of Utility revenue meter. Depending upon the type of Load Management Device, and in order to participate, Customers may be required to review and accept the terms of a Third Party Provider’s and the Utility’s End-Use Agreements which are provided by Utility to Customers along with the Networked Devices during installation (collectively, “End-Use Agreements”). End-Use Agreements, as further described in Special Condition 4, may consist of the Utility’s Participation Agreement (or such other terms and conditions required by the Utility) and the Third Party Provider’s End User License Agreement (“EULA”) and contain terms and conditions governing the use by Customers of software licensed to Customer by the Utility’s third party provider (“Third Party Provider”) and equipment provided by the Utility as part of the Networked Devices.

Only Customers that have a compatible Standard Meter, maintain broadband Internet service and agree to and accept the terms of the applicable End-Use Agreements are eligible for Load Management Devices identified as Networked Devices. The Utility will not provide broadband Internet service. The definition of a Standard Meter and how it is different from a Legacy Meter is discussed in Special Conditions 25 and 26.

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APPLICABLE (Continued)

Discrete Load Management Devices (“Discrete Devices”) are Load Management Devices that are not directly connected to the Internet at the Customer premise. “Networked Devices” are Load Management Devices that are directly connected to the Internet via a broadband connection at the Customer premise.

TERRITORY

Entire Nevada Service Area, as specified.

CUSTOMER PARTICIPATION INCENTIVES

Customers that maintain participation in the Program shall receive the following participation incentives in accordance with their Load Management Device type as described in Special Condition 6:

Types of Load Management Devices and Incentives

Discrete Device Incentives		Legacy Meter (effective 10/1/2012)	Standard Meter (effective 10/1/2012)
Discrete Load Management Device(s) (Discrete Devices)		No charge	No charge
Initial Installation		No charge	No charge
Service – includes Load Management Device warranty service and troubleshooting; access to associated Customer web portals for Discrete Device programming or override of event signals; and, paging communications for some Discrete Device types.		No charge	No charge
Fixed Rebate	Receiver Switch	\$5 per summer month	\$7.50 per Summer Month
	Programmable Communicating Thermostat (PCT)	n/a	\$5 per Summer Month
Participation Rebate – additional payments for each hour of a Load Management Periods per Special Conditions 19, 20 and 21.		\$0.33 per hour after the first 12 hours	Energy Rebate {R \$/kWh x S kWh} per hour

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CUSTOMER PARTICIPATION INCENTIVES (Continued)

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Networked Device Incentives	Legacy Meter	Standard Meter
Networked Load Management Device(s) (Networked Devices), Standard	Not eligible	No charge
Initial Installation	n/a	No charge
Service – includes Networked Device post- installation warranty service and troubleshooting; and, access to associated Customer web portals for Networked Device programming or override of event signals;	n/a	No charge
Participation Rebate – additional payments for each hour of a Load Management Periods per Special Conditions 19, 20 and 21.	n/a	Energy Rebate {R \$/kWh x S kWh} per hour
In-Premise Referral Rebate – payment associated with successful referral to next owner or tenant of property upon Move-out per Special Condition 22.	n/a	\$30

Rebates are awarded on the Customer’s monthly Utility Bill or, if necessary, via separately mailed check.

CUSTOMER FEES

Customers will be charged fees under certain conditions as follows:

Fees	Discrete Devices	Networked Devices
Early Termination Fee – this fee will only be charged per Special Conditions 14, 15 and 16.	\$300 – depreciation	\$300 – depreciation
Installation Fee – only charged for upgrades from Discrete Devices to Networked Devices	Receiver Switch upgrade	n/a
	Programmable Communicating Thermostat (PCT) upgrade	
Repair Fees – repair fees are only charged per Special Condition 17.	At cost.	At cost.
Premium Networked Load Management Device(s) or additional wireless equipment – charged per Special Condition 18.	n/a	Incremental Cost

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CUSTOMER FEES (Continued)

Fees are generally assessed on the Customer's Utility Bill. Some fees may have to be charged to the Customer separately.

AUTOMATION SERVICES

Load Management Devices are designed to respond automatically to Utility signals that define the parameters of a Load Management Period. With the exception of Receiver Switch technologies, the Load Management Devices are capable of notifying Customers of Load Management Periods from the start of the Load Management Period. Networked Devices are capable of notifying Customers in advance (if the Utility electric system conditions allow advance notice) of Load Management Periods, and provide Customers the option of participating in such events. Load Management Device based notifications are accomplished by message indicators on the Load Management Device display. Unless otherwise specified or selected by the Customer under Special Condition 23, Default Automation will be implemented. Automation Services provided are dependent upon the type of Load Management Device as follows:

Types of Load Management Devices and Automation Services

Automation Services		Discrete Devices	Networked Devices
Default Automation	Receiver Switch	50% cycling	n/a
	Programmable Communicating Thermostat (PCT)	4 degree temperature setback	4 degree temperature setback
Customized Automation – the Customer exercises Customer Choice per Special Condition 23 by choosing a temperature setback above the minimum specified.		n/a	2° F minimum
Automated Pre-cooling – a service which adjusts temperature set points before a Load Management Period in order to reduce the comfort impact of a Load Management Period per Special Condition 24.		n/a	As available

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SPECIAL CONDITIONS

1. **Eligible.** Eligible Customers for this Rider include residential Customers on schedules RS, RM, ORS-TOU, ORM-TOU, LRS, ORLS-TOU and non-residential Customers on schedules GS, OGS-TOU, LGS-1, and OLGS-1.
2. **Low-income air conditioner program.** As a condition for participating in the low-income air conditioner program offered by the Utility in 2006 and 2007, which is closed for enrollment, those participating Customers who received a free air conditioner replacement were automatically enrolled in the Program and their rebates will be automatically credited against the cost of the air conditioner replacement for a period of seven years starting from the month that the air conditioner replacement was made.
3. **Exclusions.** Exclusions to Program participation apply. Customers may be excluded from participating in the Program for technical, health, or other reasons. Technical exclusions apply if the Customer End-Use Load meets one or more of the following conditions: (1) the End-Use Load is an air conditioning (A/C) system that is not a single-stage central electric A/C system or is not a central electric A/C system (e.g. window air conditioners and evaporative coolers are excluded); (2) it is not normally used at the general time of the Utility's system peak; (3) it is not in good operating condition; (4) it does not meet local electrical codes; (5) premise conditions around it pose a safety risk for the installer of the Load Management Device; or, (6) it cannot reliably receive the load management communication signals.

Health related exclusions apply if any person residing at the Customer's premise that benefits from the conditioned air or other service provided by the End-Use Load has a medical or health condition that could in any way be negatively impacted by their participation. Customers are required to notify the Utility if any person residing at the Customer's premise has a health condition that prevents access to the Load Management Device and which could render individuals who are alone at the premise at any given time the inability to override the End-Use Loads settings (see Special Condition 9).

As a condition for participating in the low-income air conditioner program offered by the Utility in 2006 and 2007, which is closed for enrollment, those participating Customers who received a free air conditioner replacement were automatically enrolled in the Program and their rebates will be automatically credited against the cost of the air conditioner replacement for a period of seven years starting from the month that the air conditioner replacement was made.

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SPECIAL CONDITIONS: (Continued)

3. **Exclusions** (Continued) By choosing to participate in the Program, each Customer is confirming to the Utility that during the time that the premise is occupied, at least one individual will have the capabilities of accessing the Load Management Device and overriding settings if necessary

Other exclusions may apply if: (1) there is any evidence of willful or negligent damage to or loss of the Load Management Device(s); (2) there is any evidence of alteration, tampering, or otherwise interfering with the normal operation of the Load Management Device(s) other than Override; (3) with respect to Networked Devices, the Customer does not accept the Utility's Participation Agreement (or such other such Program terms and condition required by the Utility) or refuses to accept the Third Party Provider's EULA; (4) the Customer does not allow multiple air conditioning units to be enabled with Automation Services per Special Condition 11; or (5) the Customer refuses to grant access to the Utility for physical inspection of Load Management Devices. Exclusions may apply before, during, and after Program enrollment. A Customer is fully enrolled after successful installation of the Load Management Device(s); hence, program exclusions that occur after enrollment are the equivalent of a cancellation of Program participation.

4. **End-Use Agreements**. End-Use Agreements include the Utility's Participation Agreement (or alternative terms and conditions) and the Third Party Provider's End User License Agreement (EULA) that may be provided by the Device manufacturer. End-Use Agreements are necessary in order to protect the Utility's and Third Party Providers' intellectual property and the privacy of Customers. With respect to Customer privacy, the End-Use Agreements outline the types of software used by the Device, the Customer information that the Utility would have access to because of Program implementation and demonstrate the actions the Utility is taking to protect Customer information and ensure Utility compliance with all State and Federal regulations. The type of End-Use Agreements required to be accepted by the Customer will depend upon the type of Load Management Device and associated software utilized by the Customer.

5. **End-Use Load**. An End-Use Load under this Rider is a central air conditioning system or heat pump system, electric water heater, pool pump, or other electrical consuming equipment as may be agreed to by the Utility and the Customer. End-Use Loads comprised of a single central air-conditioning compressor and concurrently operating fan motor(s) must supply less than or equal to ten (10) Tons of cooling capacity in order to qualify under this Rider. Other controllable loads are restricted to a maximum demand of less than or equal to 10 kW unless otherwise agreed to by the Utility.

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SPECIAL CONDITIONS: (Continued)

6. **Load Management Device.** A Load Management Device (or "Device") refers to equipment that can manage the energy consumption of End-Use Loads via radio signal, Internet, phone, or other communication medium. Load Management Devices may also provide current electricity usage and cost information to Customers. There are two types of Devices available to Customers: Two-way (or 2-way) Devices may transmit data regarding End-Use Load power and energy consumption and Device status back to the Utility. One-way (or 1-way) Devices (where the data is sent one-way from the Utility) may record limited data regarding End-Use Load power and energy consumption and Device status for onsite collection by the Utility, if necessary. Load Management Devices include but are not limited to programmable communicating thermostats (PCTs), energy management systems, and receiver switches (i.e. remote control relays that enable Cycling or Intelligent Cycling of End-Use Loads). Discrete Load Management Devices (Discrete Devices) are not directly connected to the Internet at the Customer premise. Networked Devices are Devices that are directly connected to the Internet via a broadband connection at the Customer premise and may require Customer's acceptance of End-Use Agreements.

7. **Load Management Strategies.** Load Management Strategies reduce power and energy consumption during Load Management Periods. Automation Services may manage End-Use Loads via Cycling, Intelligent Cycling, or Set-back load control instructions during Load Management Periods. Cycling instructions interrupt service to End-Use Loads periodically by a fixed percentage of the duration of the Load Management Period. Intelligent Cycling interrupts service to air conditioning systems by a percentage of the most-likely usage of the End-Use Load during the Load Management Period as determined by computer algorithms that analyze recent historical usage. Set-back instructions increase the thermostat cooling temperature set-point of Load Management Devices that are programmable communicating thermostats.

8. **Load Management Periods** Load Management Periods refers to time periods during which the Utility either directly manages an End-Use Load or initiates the Customer Choice settings associated with an End-Use Load via event or price signals. Load Management Periods may be dispatched by the Utility during system peak loading conditions, during acute transmission or distribution system loading conditions, to manage supply-side costs of providing electricity to Customers, or on a limited basis for performance testing. The normal date/time window for Load Management Periods is weekdays between 1 p.m. and 7 p.m. during the Summer Months. Load Management Periods do not have a fixed start date, time, or duration. The start date, time, and duration of Load Management Periods vary for each End-Use Load in response to system conditions. However, Load Management Periods for an End-Use Load shall be limited to six hours per day.

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SPECIAL CONDITIONS: (Continued)

8. **Load Management Periods** (Continued) The date/time window for Load Management Periods may be modified when the electric system reliability in the judgment of the Utility could be compromised. The date/time window for Load Management Periods may also be modified on a limited basis to determine system performance for the qualification of ancillary services.
9. **Override.** Customers may “Override” the Automation Services provided during Load Management Periods thereby allowing the Customer to regain manual control over their End-Use Loads. However, doing so may result in loss of certain benefits under the Program. An Override may be accomplished by phone, web-site, or at the Customer site depending upon the Load Management Device type. Under extremely rare reliability circumstances, the Utility may temporarily disable override at the Device; however, override is always available by phone. If an individual resides alone at a Customer’s premises during certain times of the day and such individual suffers from any health conditions that renders the individual unable to access and override the End-Use Loads settings without assistance, that Customer **must** notify the Utility of this circumstance and is ineligible to participate in the Program. The Utility is not responsible for and disclaims all liability for any damages caused by a Customer’s failure to notify the Utility of individuals with health risks who are unable to override the End-Use Loads settings.
10. **Rental Units.** Participants residing in rental units must obtain the permission of the premise owner before the Utility can install Load Management Devices if their lease requires them to do so. It is the Customer’s responsibility to verify and comply with their lease terms.
11. **Multiple air conditioning units.** In the event that a Customer facility has more than one End-Use Load that is a central air conditioning unit, all central air conditioning units providing conditioned air to the same thermal zone must be enabled with Automation Services in order for the Program to be effective and for the Customer to participate in the Program. A thermal zone is defined as an isolated space or group of neighboring and interconnected indoor spaces within the Customer premise across which there is enough airflow to affect thermal loads. For example, two-story residences with both upstairs and downstairs air conditioning units would be considered as having one conditioned thermal zone in the presence of open stairwells, lofts, great room, or other rooms with cathedral ceilings.

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SPECIAL CONDITIONS: (Continued)

- 12. **Summer Month.** "Summer Month" refers to June, July, August or September. Hence, for Load Control Periods, the "Summer Months" include June 1 through September 30. Incentives paid on a per Summer Month basis are not prorated and are generally paid as a bill credit in alignment with the Customer's billing month to the active Customer of record at the end of the billing cycle

- 13. **Change of Account.** Upon "**Change of Account**" Customers moving into a premise that contains a working Discrete Device will be notified that the premise contains a working Load Management Device and will be automatically enrolled in the Program. These customers may elect to cancel their participation at any time.

- 14. **Ownership.** Ownerships of the Load Management Devices is transferred to the Customer, i.e. the Customer on record that is paying the electric utility bill for the premise where the device is located. For Customers enrolled after 9/30/2011 ownership is transferred immediately upon successful installation or initial Customer in-service date for new construction. For Customers enrolled before 9/30/2011 ownership is transferred to the Customer after one full year of program participation. Customers are not eligible for Service incentives or Rebates unless they maintain participation in the Program.

- 15. **Early Termination Fee.** An Early Termination Fee will be charged if a Customer decides to cancel their Program participation or Broadband Internet service (as applicable to Networked Devices) within 36 months of the initial installation date of the Load Management Device(s). An Early Termination Fee may also be charged if there is evidence of: (1) willful or negligent damage to or loss of the Load Management Device(s); or, (2) alteration, tampering, or otherwise interfering with the normal operation of the Load Management Device(s) other than Override. The Early Termination Fee is waived if: (1) the Customer decides to cancel Program participation in the first sixty days after the installation date of the Device(s) and allows the Company to remove the Device(s) at no cost to the Customer; (2) the Customer removes the Device(s) at Customer cost and returns the Device(s) in good operating condition to the Utility via mail or in person to an authorized receiving location posted on the Program website; (3) receives the In-Premise Referral Rebate; or (4) was enrolled in the program before 9/30/2011.

- 16. **Depreciation.** Depreciation for the purposes of calculating the Early Termination Fee will utilize a straight line monthly depreciation schedule assuming that the Load Management Device is fully depreciated after 36 full months of Program participation starting from the initial installation date or from the initial Customer in-service date for new construction. The depreciation schedule does not reset for Customers that have received ownership of the Devices via the In-Premise Referral Rebate channel.

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SPECIAL CONDITIONS: (Continued)

- 17. **Repairs.** Repairs to Customer premise equipment and/or End-Use Load equipment is not an authorized Program expenditure. On-site technicians providing Load Management Device installation or troubleshooting services are not authorized to make repairs to Customer premise equipment and/or End-Use Load equipment except under emergency or afterhours situations where the Customer specifically authorizes repairs to their equipment and agrees to pay for the repairs. Under normal situations, Customers are advised to seek repair work for their equipment from their normal service provider, warranty company, or to obtain several quotes and select a local service provider. There are no fees for repairs or service specifically related to the Load Management Device(s).

- 18. **Incremental Cost.** An Incremental Cost may be charged—or a less than 100% rebate may be offered—for a Premium Networked Device in order to manage the cost effectiveness of the Program. A Premium Networked Device refers to Devices that are more expensive than a Standard Networked Device. A Standard Networked Device refers to the most widely used Device for which the Utility can afford to offer a 100% rebate. Premium Networked Devices may be offered to promote Customer Choice and satisfaction. Fees may also apply for additional equipment required to complete the installation of a Device such as wireless routers or repeaters.

- 19. **Customer Specific Baseline.** The Customer Specific Baseline (CSB) is used to determine hourly kWh energy savings, S, during Load Management Periods. Actual consumption during Load Management Periods as measured by the Standard Meter is subtracted from a constructed CSB to determine savings. The CSB shall be constructed according to a highest 3 days out of the prior 5 days methodology. This means that a load curve will be constructed for the event day for the same start date/time and duration of the Load Management Period as selected from the 3 of the most recent prior 5 non-event days of similar day type with the highest average load over the event period. The calculations are subject to the following parameters: (1) there shall be no adjustment factors based upon event day variables; (2) the load curve is constructed from 15 minute interval data which allows determination of energy savings versus baseline to be calculated to the nearest 15 minute interval for Load Management Periods that do not start or stop at the top of an hour; (3) there are two day types: weekdays (Monday through Friday); and, weekends/holidays (Saturday and Sunday or a North American Reliability Council Holiday);

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SPECIAL CONDITIONS: (Continued)

- 19. Customer Specific Baseline.**(Continued) (4) hourly CSB figures that are lower than actual figures during the Load Management Period (event demand) will not be utilized for the Energy Rebate calculations thereby eliminating the possibility of negative rebate payments; (5) the CSB and event figures are netted on a top of the hour basis—not across the entire Load Management Period for events that span at least one top of the hour—in order to maintain consistency with the Energy Rebate; and, (6) all calculations are based upon the data reported by the Utility revenue meter. In the case of net-metered customers the CSB and event figures will use the net energy consumption reported by the Utility net-meter.
- 20. Data Gaps.** If Data Gaps prevent the calculation of the CSB or exist during a Load Management Period, the Energy Rebate shall default to a flat \$0.33 per hour of participation. The term “Data Gaps” refers to missing interval data that could arise on rare occasion for a variety of reasons and which could also have a significant impact on the Energy Rebate calculation.
- 21. Energy Rebate.** The Energy Rebate is equal to the summation of hourly payments determined by multiplying the hourly kWh energy savings, S (described in Special Condition 19 above), by the corresponding hourly Adjusted Energy Rate (R). The Adjusted Energy Rate is calculated for each hour by multiplying the latest line-loss at peak factor times the lesser of: (1) the highest hourly system incremental generation cost calculated from the daily incremental fuel cost and the applicable unit’s incremental heat rate curve; or, (2) the appropriate firm on-peak or firm-off-peak price taken from the daily Dow Jones Mead/Marketplace Electricity Price Index shaped by the Dow Jones Palo Verde hourly index report for the same day. Special Conditions 3, 4, 5, and 6 of Schedule QF (10th Revised PUCN Sheet No. 32A) apply to the above indices. The line-loss at peak factor will start out at 1.08 and will be adjusted if necessary based upon the most recent line-loss studies as reported to the PUCN. The following is a sample calculation of a one hour rebate at peak given that a customer saves 2.2 kWh during the hour, the incremental generation cost is 0.12000 \$/kWh, and the market price index is 0.10000 \$/kWh. $R = (1.08 \times 0.10000\$/kWh) = 0.10800$. The Energy Rebate for the hour is: $S \times R = 2.2kWh \times \$0.10800/kWh = \$0.23760$.
- 22. In Premise Referral Rebate.** The In-Premise Referral Rebate is paid to Customers moving out of their premise if the Customer leaves their Network Device(s) in good operating condition and secures Program enrollment of the next owner or tenant of the premise thereby transferring ownership of the Device to a different Customer.

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SPECIAL CONDITIONS: (Continued)

- 23. **Customer Choice.** Customer Choice allows Customers to program compatible Networked Devices with automation sequences according to their preferences. Customers may add additional control devices to automatically control additional End-Use loads at their cost and discretion, but the Utility cannot provide service or troubleshooting for such additional devices. The Utility cannot be held liable for any self-imposed Customer Choice options that result in property damage or other adverse consequences.

- 24. **Automated Pre-cooling** Automated Pre-cooling refers to an automated service that decrease the temperature cooling set points of their air conditioning system before a Load Management Period in order to reduce the perceived comfort impact of a Load Management Period and in order to help the Utility achieve more efficient grid operation through load shaping.

- 25. **Standard Meter.** A Standard Meter for the purposes of this Rider is a meter that measures and remotely reports interval data of a 15 minute interval length or less to the Utility via radio transmission. Certain Devices may also require a Standard Meter which wirelessly broadcasts energy information and other messages or data into the Customer premise.

- 26. **Legacy Meter.** A Legacy Meter for the purposes of this Rider is a meter that does not measure and remotely report interval data of a 15 minute interval length or less to the Utility via radio transmission.

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