

Schedule OLGS-3P-HLF
OPTIONAL LARGE GENERAL SERVICE – 3P – HIGH LOAD FACTOR

APPLICABLE

This schedule is available as an option for non-Domestic Service Customers with energy consumption above 3,500 kWh and where the Billing Demand is equal to or greater than 1,000 kW in any one of the current or prior 11 months, and who otherwise would be served under the LGS-3 tariff at primary voltage (“LGS-3P”) at a single Point of Delivery measured through one kilowatt hour Meter, subject to the other requirements and conditions set forth herein. To qualify for this service under this schedule, the Customer must have a qualifying annual load factor of at least 75% based upon the calculation described in Special Condition 8.

This schedule is not applicable to distribution only, standby, resale, temporary, shared, or mixed class of service. This schedule is not applicable to supplemental service unless the Customer is a Qualifying Facility under Title 18, Code of Federal Regulations, Section 292.201 through 292.207.

TERRITORY

Entire Nevada Service Area, as specified.

RATES

The charges applicable to this schedule are set forth in the currently effective Statement of Rates and are incorporated herein by reference. Bundled rates can be found beginning on PUCN Sheet No.10.

MINIMUM CHARGE

The minimum charge for service hereunder shall be the sum of the Basic Service Charge, the Additional Meter Charge (if applicable), and all Facilities Charges, including Customer Specific Facilities (“CSF”) Charges.

LATE CHARGE

The Utility may charge a fee as set forth in Schedule MC for the late payment of a bill.

SPECIAL CONDITIONS

1. **UEC.** The Universal Energy Charge (“UEC”), pursuant to NAC 702.150 through 702.450, will go to fund the Nevada fund for energy assistance and conservation. Under certain circumstances, Customers will be refunded amounts paid in excess of \$25,000 per calendar quarter. The Commission will administer the collection of the UEC, certify exemptions, and administer refunds. Exemptions are generally kWh sold to:

- a) Any governmental agency, including the State of Nevada and any political subdivision thereof, and
- b) Any Customer using electrolytic-manufacturing processes.

Except as provided above, all kWh sold are subject to the charge. The UEC is not subject to the charges applicable under the Special Supplementary Tariff.

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<p>Issued: 12-05-14 Effective: 01-01-15 Advice No.: 439-R(1)</p>	<p align="center">Issued By: Shawn M. Elicegui Vice President</p>	
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SPECIAL CONDITIONS

2. **Time-of-Use Periods.** Daily time periods will be based upon Pacific Standard Time/Pacific Daylight Time and are defined as follows:

- Season
- Summer (June – September)
 - On-Peak 1 PM – 7 PM Daily
 - Mid-Peak 10 AM – 1 PM and 7 PM – 10 PM Daily
 - Off-Peak 10 PM – 10 AM Daily

Winter All Other (October - May)

3. **Power Factor.** The power factor adjustment shall be at a rate of \$.0010 per kVARh for the Winter months (October – May) and a rate of \$.0020 per kVARh for the Summer months (June – September). The rate shall be applied to the difference between actual kVARh and the kVARh equivalent to a ninety percent (90%) lagging power factor level for a charge or the difference between the actual kVARh and the kVARh equivalent to a ninety-five (95%) lagging power factor level for a credit.

If the actual kVARh are greater than kVARh equivalent to a ninety percent (90%) power factor, then the adjustment shall be a charge to the Customer. If the actual kVARh are less than kVARh equivalent to a 95% power factor and greater than zero, then the adjustment shall be a credit to the customer. No credit will be given for a leading power factor (greater than unity).

KVARh equivalent to a 90% power factor level shall be estimated as 0.484 times total billed kWh during the billing period. KVARh equivalent to a 95% power factor level shall be estimated as 0.329 times total billed kWh during the billing period.

4. **Billing Demand / Demand Charge.** The Billing Demand upon which the Demand Charge is applied is the Customer's average kilowatt (kW) load measured during the fifteen minute period of maximum use during the period, unless otherwise specified by contract.

5. **Billing Demand / Facilities Charge.** Customers served under this schedule shall be subject to both CSF charges, as described in Special Condition 7, and a facilities charge that is applied to the highest kW Customer Billing Demand in the current or prior twelve (12) Billing Periods.

6. **Commencement of Service.** Service under this schedule will not commence until after the CSF investment amounts described in Special Condition 7 can be reasonably determined, and are approved by the Commission and become effective.

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(Continued)

SPECIAL CONDITIONS (Continued)

7. **Customer Specific Facilities Charges.** The CSF Charges for each Customer receiving service under this Schedule shall be calculated based on the investment amounts identified in the table below applied to the following rates:

- a) Customer-specific investments by the Utility using the Facilities Charge per dollar of Utility investment; and
- b) Customer-specific investments contributed to the Utility by the Customer using the Facilities Charge per dollar of contributed investment.

The following is a list of the Customers presently served under this schedule and their Utility and Customer-contributed investment amounts:

Premise Number of Account	(a) Investment by the Utility	(b) Contributed Investment
2072722	\$691,839	\$40,712
2265112	\$397,458	-
2273939	\$93,400	\$166,809
2248194	\$512,105	\$28,563
2253743	\$41,964	\$503,488
2261555	\$151,715	\$197,643
2193699	\$278,728	-
2239518	\$213,823	\$188,290
2271616	\$187,340	\$166,390
2287576	\$198,256	\$43,584
1835477	\$384,470	-
2064474	\$1,109,219	-
1953709	\$1,294,484	-

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8. **Load Factor Requirements.** To receive service under this optional schedule the Account must have an annual load factor of at least 75%.

- a) For existing Customers, the load factor is determined as the annual (12 month) kWh energy delivered from NPC divided by the product of the maximum kW demand in the 12 month period (described above in Special Condition 4) and the number of hours in the given year. The maximum demand can occur in any of the rating period.

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<p>Issued: 10-11-16</p> <p>Effective: 12-22-16</p> <p>Advice No.: 470</p>	<p>Issued By: Shawn Elicegui Senior Vice President</p>	
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(Continued)

SPECIAL CONDITIONS (Continued)

8. **Load Factor Requirements.** (Continued).

b) At the Utility’s sole discretion, Customers with less than 12 months of billing history may be permitted to be on this schedule if reasonably certain projections of energy and demand use of the Customer will meet the minimum 1 MW maximum load and 75% annual load factor requirements for service under this schedule. The projected annual load factor will be computed in a manner consistent with the calculation set forth above in Special Condition 8.a.

If the Customer does not maintain a 75% annual load factor after being placed on this schedule, the Customer will not be removed from the schedule until the time of the next annual review as set forth in Special Condition 12.

9. **Commitment Term and Minimum Term of Service.** Placement on this schedule requires an agreement by the applicant to remain a bundled, full requirement Customer of the Utility for a minimum of three years (36 billing periods) from the date of the commencement of service under this schedule. This commitment to remain a bundled, full requirement Customer remains in effect even if the Customer subsequently chooses to leave service under this optional schedule, or is transferred by the Utility to the otherwise applicable rate schedule pursuant to Special Condition 8. If Customer has moved back to the otherwise applicable schedule and later applies to return to service under this schedule, the applicant must renew the agreement to remain a bundled, full requirement Customer of the Utility for a minimum of three years, commencing on the day service resumes under this schedule. Consistent with the contract (see Special Condition 14), the Commission will not approve an Application for Distribution Only Service of a Customer currently or previously served under this schedule until the Customer has fulfilled its voluntary commitment to remain a bundled, full requirement Customer. The minimum term of service under this schedule is one year, from the date of the commencement of service under this schedule, unless the Customer permanently terminates electric service to the Account.

10. **Non-Guarantee.** The Utility is under no obligation to apply this schedule except at the express request of the Customer. The Utility does not guarantee that this schedule will benefit the Customer, including that annual electric bill savings will be realized relative to the otherwise applicable rate schedule.

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<p>Issued: 09-30-15 Effective: 12-22-15 Advice No.: 458</p>	<p align="center">Issued By: Shawn Elicegui Senior Vice President</p>	
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(Continued)

SPECIAL CONDITIONS (Continued)

11. **Migration to Otherwise Applicable Rate Schedule.** Once service under this schedule commences, the Customer must remain on the schedule for a minimum one year (12 Billing Periods). After this minimum service term has been satisfied, the Customer may elect to discontinue service under this schedule and be billed under the otherwise applicable rate schedule, starting at the next billing cycle. A Customer that discontinues service under this schedule will not be permitted to return to service under this schedule for a period of one year.
12. **Annual Utility Review of Applicability.** Utility will perform a review of the annual load factor of each Customer served under this schedule at the beginning of each calendar year, following the first 12 Billing Periods of the Customer receiving service under this schedule, using the previous 12 months billing data to assess compliance with the minimum 75% annual load factor requirement in Special Condition 8. If Customer is not in compliance with the minimum load factor requirement, the Customer will be contacted and provided the opportunity to demonstrate any extraordinary circumstances that may have contributed to the lower than minimum required load factor during the review period. If there is not sufficient evidence, in the sole discretion of the Utility, that the requirement will be met in the subsequent 12 month period, the Customer will be removed from this schedule and placed on the otherwise applicable schedule at the next billing cycle. Customers whose service under this schedule is cancelled by the Utility pursuant to this Special Condition will not be eligible to apply for service under this schedule for a minimum period of one year after its last billing under this schedule.
13. **Seasonal Usage.** Seasonal usage, where the Customer requests to disconnect and subsequently reconnect service, is not permitted under this schedule.
14. **Contract For Service.** Service under this schedule requires the Customer to execute a contract agreeing to the terms and conditions set forth in this tariff. This contract shall:
 - a) state the term of the Customer's commitment to remain a bundled, full requirement Customer, as specified in Special Condition 9;
 - b) identify the estimated date or Billing Period when service under this schedule is to commence; and
 - c) require the Customer's specific acknowledgment and agreement with the unique aspects of this service offering, including the provisions in Special Conditions 5 through 12.

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