

Schedule No. ORM-CPP
OPTIONAL RESIDENTIAL – MULTI – FAMILY SERVICE - CRITICAL PEAK PRICE

(N)

APPLICABLE

Service under this schedule is available as an option to the regular, non-TOU service under Schedule RM. This schedule is available to all domestic and other power service that would otherwise be served under Schedule RM. Customers taking service under Schedule NSMO-1 are not eligible for service under this rate schedule.

TERRITORY

Entire Nevada service area, as specified.

RATES

This schedule contains a Critical Peak Price (CPP) structure overlaid on the base TOU pricing structure of Schedule ORM-TOU. The Critical Peak Price rate for this schedule only applies when a CPP Event is called. As detailed in Special Conditions 3 and 4, the total CPP Event hours are limited to a maximum of 84 hours per year (12 to 14 events for 6 hours each event from 1 PM through 7 PM) during the four Summer Season months. Events will only be called on non-holiday weekdays. In exchange for accepting the inclusion of critical peak events and prices during a limited number of days and hours of the Summer Season, Customers serviced under Schedule ORM-CPP are subject to lower on-peak rates (compared to the ORM-TOU schedule) in each and every hour of the on-peak period during which a CPP Event is not applicable.

In order to fully develop marketing, education materials and tools to help Customers be successful on this rate, this schedule will not be in effect for Customers until October 1, 2018.

The charges applicable to this rate 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 Basic Service Charge.

LATE CHARGE

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

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(Continued)

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 kWhs sold are subject to the charge. The UEC is not subject to the charges applicable under the Tax Adjustment Charge.

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

Summer (June – September)
On-Peak 1:01 p.m. – 7:00 p.m. Weekdays
Off-Peak All Other Hours
Winter All Other (October – May)

3. **Critical Peak Price Events.** Critical Peak Price Events shall be called at the sole discretion of the Utility, but may be called for any of the following reasons:
 - a) The forecasted temperature;
 - b) System reliability considerations; or
 - c) Predicted conditions of high demand and/or high costs.

The Utility will call between twelve (12) and fourteen (14) Critical Peak Price Events during the months of June through September. Events will be limited to non-holiday weekdays. Holidays are Independence Day and Labor Day (the first Monday in September). If Independence Day falls on a weekend, the weekday on which it is celebrated will be considered the holiday.

Each event will be for six (6) continuous hours, 1 PM to 7 PM for a maximum of eighty-four (84) hours annually. The Utility will not call more than 9 CPP events in any one month and will not call CPP events for more than 5 consecutive non-holiday weekdays.

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(Continued)

SPECIAL CONDITIONS (Continued)

4. **Critical Peak Notification.** The Utility will begin to notify Customers served under this schedule no later than 4:00 PM the day prior to invoking or scheduling a CPP Event. Once a notification of a CPP Event is issued by the Utility, it will not be cancelled. Participating Customers must select at least one method for receipt of notification of a planned CPP Event. Notification will be provided by phone and/or e-mail (based on Customer preference). In addition, the Utility will post information regarding CPP Events on its website. The Utility will make its best efforts to notify Customers on this rate schedule on a day ahead basis of a CPP Event; however, such notice is not guaranteed. Customers are wholly responsible for providing the Utility with accurate contact information, and for receiving the notifications. Customers will be responsible for all charges incurred during a CPP Event, even if notice is not received or the Customer fails to provide the Utility with the appropriate contact information. Furthermore, failure to receive notice due to equipment failure of the Customer (e.g. lost or disconnected cell phone, notification device malfunction, etc.) will not excuse the Customer from being responsible for all charges incurred during a CPP Event.

5. **Contract for Service, Minimum Term of Service.** Utility shall require a contract for service under this schedule for a minimum term of one year. The contract acceptance may be satisfied through electronic enrollment where available. Upon commencing service under this schedule the Customer shall be required to continue service for a one-year minimum term (twelve consecutive billing periods), unless the Customer moves and terminates electric service at the premise. This contract requirement and one-year commitment term also applies to a Customer that has previously been served under this rate schedule, and later returns to service under this schedule. Once selected, this rate schedule will be applied in every billing period for the duration of the contract term, and will continue month-to-month thereafter if service is not discontinued, applicability conditions for other rate schedules notwithstanding.

After the contract term has been satisfied, the Customer may elect to discontinue service under this schedule but will not be permitted to request a return to service under this schedule for a period of one year (12 billing periods) thereafter. After completion of the contract term and notifying the Utility of its request to discontinue service under this schedule, service hereunder will end at the conclusion of the billing cycle in which the notification to discontinue service was made.

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(Continued)

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SPECIAL CONDITIONS (Continued)

6. **Demographics.** With the Customer’s consent, the Utility will collect the following information about its residential CPP Customer: demographic and dwelling characteristics, such as age of Customers’ premise, size of premise in square footage, age of appliances, method of heating, method of cooling, income range, number in household, specific dwelling type (e.g., single or double story), and zip code

7. **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 requesting Customer. The schedule will become effective one full billing cycle after the Customer’s request.

8. **Guarantee.** For each residential CPP Customer completing the one-year (12 billing period) contractual term set forth in Special Condition 5, the Utility will, at the conclusion of the first year of service to that Customer at that premise under CPP rates, compare (a) the total amount actually paid by the residential CPP Customer for consumption (i.e., for the metered quantity of kilowatt-hours [“kWh”] used by the Customer) with (b) the amount that would have been paid for the same level of consumption under the otherwise applicable standard residential rate schedule. If the amount paid by the residential Customer for consumption under CPP rates is higher than the amount that would have been paid under the otherwise applicable residential rate per kWh, the Utility will credit the difference to the Customer’s account and request that the Customer inform the Utility if they want to terminate Optional CPP service. If the Customer responds and requests termination, the Utility will return the Customer to the otherwise applicable standard residential rate schedule. If the Customer remains on the Optional CPP Schedule there is no further guarantee. If a Customer has previously been served under this schedule but discontinued service, then this first year Guarantee will not apply if the Customer subsequently chooses to return to service under this schedule at that same premise.

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