

**The United Illuminating Company**

**Non-Utility Distributed Generating Facility Standby Rate NUS - Last Resort Service**

*Applies throughout the Company's Service Area.*

**Availability:**

This rate and its terms and conditions will be eliminated effective January 1, 2010.

Service under this rate is for all purposes where partial or total electric service requirements are obtained from a Self-Generation Facility (SG) on the Customer's Premises and interconnected with the Company's electric power system where the Customer may require the Company's electric service to replace that source during periods of unscheduled outages (Backup Power), scheduled outages (Maintenance Power) or where the Customer may require the Company's electric service to supplement (Supplemental Power) the SG source.

The Customer may elect Backup Service only, Maintenance Service only, Supplemental Service only, or any combination of these services.

**Character of Service:**

Service is alternating current, nominally 60 cycle single-phase or three-phase, at the Company's standard voltage available.

**Terms and Conditions:**

The "Terms and Conditions Applicable to Self-Generators" and other Company Terms and Conditions, where not inconsistent with any provisions hereof, are part of this rate.

**Definitions:**

"Backup Service" means electric demand and energy supplied by the Company during an unscheduled outage of the Customer's generation to replace demand and energy ordinarily generated by a Customer's own generation equipment.

*Note:* Backup Service is available for all outages except for outages scheduled as Maintenance Service.

“Maintenance Service” means electric demand and energy supplied by the Company to replace demand and energy ordinarily generated by a Customer’s own generation equipment during Company approved scheduled outages only.

*Note:* When Backup Service is chosen, Maintenance Service is also provided up to the Backup Demand level.

“Supplemental Service” means electric demand and energy supplied by the Company on a regular basis in addition to that which is normally provided by the Customer’s own generation equipment.

**Determination of Contract Backup Demand:**

1. Initially, the Customer and the Company shall mutually agree upon a maximum amount of backup demand in kW to be supplied by the Company. This shall be termed for billing purposes as the “Contract Backup Demand.” Whenever the Contract Backup Demand is exceeded by a higher amount of Actual Backup Demand, such greater amount becomes the new Contract Backup Demand up to the nameplate capacity of the generator(s) and for the subsequent eleven months.

2. The Contract Backup Demand for the current billing period shall be the greater of: (1) the mutually agreed upon Contract Backup Demand, (2) the Contract Backup Demand determined under the preceding paragraph, or (3) the maximum 15-minute kW backup power requirement established in the current billing month.

3. Where a bona fide change in the Customer’s backup demand requirement occurs, the Company and the Customer shall agree upon a new Contract Backup Demand.

**Determination of Contract Maintenance Demand:**

1. Initially, the Customer and the Company shall mutually agree upon a maximum amount of maintenance demand in kW to be supplied by the Company. This shall be termed for billing purposes as the “Contract Maintenance Demand.” Unless otherwise requested, the minimum Contract Maintenance Demand will equal the Contract Backup Demand. Whenever the Contract Maintenance Demand is exceeded by a higher amount of Actual Maintenance Demand, such greater amount becomes the new Contract Maintenance Demand up to the nameplate capacity of the generator(s) and for the subsequent eleven months.

2. The Contract Maintenance Demand for the current billing period shall be the greater of (1) the mutually agreed upon Contract Maintenance Demand, (2) the Contract Maintenance Demand determined under the preceding paragraph, or (3) the maximum 15-minute kW maintenance power requirement established in the current billing month.

3. Where a bona fide change in the Customer's maintenance demand requirement occurs, the Company and the Customer shall agree upon a new Contract Maintenance Demand.

**Determination of Backup and Maintenance Service Requirements:**

1. The Customer shall notify the Company of all outages of the Customer's generation within three business days after the end of the billing period and the amount of demand in kW ordinarily supplied by the Customer's generation for each 15-minute time interval of such outages.

2. For each 15-minute time interval of occurrence of an unscheduled outage of the Customer's generation, the backup power amount shall be determined by the following formula:

Backup power in kW =

Amount of demand in kW ordinarily supplied by Customer's generation

minus

Customer's generation output in kW during the Customer's unscheduled outage.

*Note:* In no event shall the backup power amount be less than zero, nor exceed the nameplate capacity of the Customer's generating facilities.

3. For each 15-minute time interval of occurrence of a Company approved scheduled outage of the Customer's generation, the maintenance power amount shall be the smaller of (1) the total Company-supplied power or (2) the Contract Maintenance Demand.

*Note:* In no event shall the maintenance power amount be less than zero, nor exceed the nameplate capacity of the Customer's generating facilities.

**Determination of Supplemental Service Requirements:**

A determination of the Customer's supplemental power use shall be made for each 15-minute time interval of the billing period in accordance with the following formula:

Supplemental Power in kW =  
Total Company-supplied power in kW

minus

Actual backup and/or maintenance power in kW.

*Note:* In no event shall the supplemental power amount be less than zero.

**Rate Per Month:**

**Generation Charges**

	On-Peak	Off-Peak
April	11.5872¢/kWhr	11.5872¢/kWhr
May	11.1143¢/kWhr	11.1143¢/kWhr
June	11.8064¢/kWhr	11.8064¢/kWhr

**Delivery Charges**

Systems Benefits Charge (SBC)	0.1973¢/kWhr
Conservation Charge	0.2296¢/kWhr
Renewable Energy Charge	0.0765¢/kWhr

Non-Bypassable FMCC\*  
2.1612¢/kWhr

\*Federally Mandated Congestion Costs

**Competitive Transition Assessment (CTA)**

Energy Charge per kWhr 1.6161¢/kWhr

**Transmission Charge**

8.3315¢/kWhr

*Distribution Charges*

**Basic Service Charge:**

Basic Service Charge of Applicable Rate Schedule for Supplemental Service plus \$ 101.18 when the Customer contracts for Backup or Maintenance Service.

Time Periods As Applied To Backup Service:

On-Peak Periods: 10 A.M. to 6 P.M. (Eastern Prevailing Time) weekdays for Demand Charges and 10 A.M. to 6 P.M. (Eastern Prevailing Time) June, July, August and September weekdays for Distribution kWh Charges.

Off-Peak Periods: All periods other than the On-Peak Periods.

**Distribution Demand Charge:**

	<b>Per kW of Contract Backup Demand</b>
Service between 115KV & 2.4 KV	\$ 6.91
Service below 2.4 KV	\$ 9.26

**Charge Per Kilowatt-hour:**

	<b>On-Peak</b>	<b>Off-Peak</b>
Service between 115 KV & 2.4 KV	0.00¢	0.00¢
Service below 2.4 KV	0.00¢	0.00¢

**Purchased Power Adjustment Clause:**

The above *Rate per Month* will be increased or decreased, as appropriate, by an amount determined in accordance with the Company's Purchased Power Adjustment Clause.

**Transmission Adjustment Clause:**

The above transmission charge will be increased or decreased every six months by an amount determined by state and federal regulations.

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Basic Service Charge plus the Demand Charges for Supplemental Service, plus Backup Service and Maintenance Service when contracted.

**Term of Service:**

One year, subject to limitation of availability.

Customers taking backup or maintenance service under this rate schedule who desire to transfer to full requirements service will be required to give the Company written notice six months prior to such transfer. Such notice shall be irrevocable unless the Company and the Customer shall mutually agree to void revocation. Upon fulfillment of the notice period, if the Customer desires to continue to receive Backup and Maintenance Service, the Company may, at its sole option, include the nameplate capacity of the Customer's Generation Facility in that Customer's supplemental billing demand in addition to the actual supplemental demand for a period not to exceed six months.

Transfer, before completion of the required written notice period, to any full requirements rate for which the Customer qualifies will be permitted if it can be shown by the Customer and the Company that such transfer is in the best interest of the Customer, the Company and the Company's other ratepayers.

Customers who take partial requirements service in conjunction with Customer Generating Facility Net Energy Rider NE or have not contracted for Backup or Maintenance Service in the last twelve months are exempt from these notice provisions.

**Special Provisions:**

1. The Company requires that the Customer enter into a Partial Requirements Service Agreement contract. Whenever the Customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the Customer, a new Term of Service may be required.

2. The Company will furnish service under this rate schedule at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the Customer shall be furnished and maintained by the Customer.

3. The Customer shall allow the Company to install time recording metering on the electrical output of all interconnected generation equipment. The metering location(s) must be accessible to Company personnel for testing, inspection, maintenance, and retrieval of recorded generation output data. The Customer shall reimburse the Company for the installed cost of the metering and be charged 1.54% per month (18.44% per year) of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company, provided this metering is required for billing purposes.

4. Where the Company and the Customer agree that the Customer's service requirements are wholly backup or wholly maintenance or wholly supplemental, the Company shall bill the Customer accordingly and not require metering of the Customer's generation output.

Rate NUS Customers who elect to take Supplemental Service on or after January 1, 1993, shall select one of the Company's applicable time-of-use rates for such service.

5. In the event a Customer taking Backup or Maintenance Service does not provide outage information to the Company within three business days of the end of the billing period, the Company shall render a bill based on all Company-supplied demand and energy being supplemental service. If the Customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised bill and assess the Customer an additional administrative charge of \$18.37.

6. For determination of backup and maintenance service requirements, the Customer shall maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure.

7. Backup Service for any single unscheduled outage is limited to 24 consecutive months. After that time all service will be billed as Supplemental Service. After the Generation Facility has been out of service for six consecutive months following an unscheduled outage, the Customer will provide to the Company a monthly status letter on the progress being made to render the Facility operational.

8. To qualify for Maintenance Power, the Customer must provide the Company by August 1 of each year a schedule of planned maintenance outages for the period September 1 through August 31. If any subsequent changes are made, the Customer must notify the Company, in writing, at least 30 days prior to the time maintenance service will be required, stating the date the Customer's generation equipment will be taken out of service and the expected duration of the outage.

Maintenance Power is available, subject to this notification to the Company, during all hours in the periods October 1 through May 31, and during the off-peak and shoulder hours of the Customer's supplemental service rate in the period June 1 to September 30.

***Effective: April 1, 2008***

*Effective April 1, 2008  
Decision Dated February 1, 2008  
Docket No. 07-11-31*

*Supersedes C.P.U.C.A. No. 478  
Effective January 1, 2008  
Decision dated December 14, 2007  
Docket No. 07-11-31*