

# CPS Energy

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## RIDER E21

### RESILIENCY SERVICE

#### APPLICATION

This Resiliency Service Rider (the “Rider”) is applicable to Customers for whom a separate contract or agreement (Service Agreement) between CPS Energy and the Customer exists for resiliency service, which is a redundant service to increase the reliability of electric retail service.

#### DEFINITIONS

Customer— a non-residential, CPS Energy electric retail customer.

Resiliency Mode — the state and time period during which power from a Resiliency Unit is redirected from grid operations to provide energy to the Customer’s connected load during an unforeseen outage of standard service.

Resiliency Unit— a natural gas generator, energy storage, or other energy technology unit capable of providing energy in Resiliency Mode; CPS Energy holds title to the energy generated from such unit, as further specified in a Service Agreement executed by Customer.

#### ELIGIBILITY CRITERIA

A Customer must meet the following Minimum Requirements to be eligible for the Rider:

1. A CPS Energy Customer in good standing without any delinquent payments over the last 12 months;
2. Resiliency Unit(s) procured by CPS Energy or a third-party must be available at time of the request for resiliency; and
3. Customer must meet financial criteria established by CPS Energy.

In addition to the Minimum Requirements, CPS Energy will consider the following operational criteria in determining the applicability of the Rider to any prospective customer:

- Effective physical integration into CPS Energy’s existing electric generation, transmission, and distribution facilities;
- Effective integration into CPS Energy’s system operations and dispatching software and processes;
- Generation diversity (type and physical location) consistent with generation resource planning;
- Economic impact on CPS Energy’s generation fleet, and/or
- Any other relevant generation or operational matters.

Resiliency service is complex and must be appropriately integrated into CPS Energy’s operations. The proper application of the Rider shall be determined at CPS Energy’s sole discretion.

**MONTHLY BILL**Demand Charge

\$1.043 Per kW-AC of installed capacity

The Rider will be applied to the installed capacity of the Resiliency Unit(s) and included in the Customer's monthly electric retail bill.

Additional Charges

Prior to the start of construction, a standard capital contribution is required from Customer for each resiliency project. As specified in the Service Agreement, additional upfront capital contributions, monthly facilities charges, and/or monthly operations and maintenance charges may be required for:

- Distribution system connection costs in excess of the standard amount included in the Rider, and/or
- Customer support costs in excess of the standard amount included in the Rider, and/or
- Resiliency Unit costs and equipment.

The standard applicable electric rate paid by the Customer will be applied to energy provided during Resiliency Mode for a predetermined quantity of kWh as specified in the Service Agreement. Customer may incur additional charges for energy provided during Resiliency Mode that exceeds the predetermined number of kWh as specified in the Service Agreement.

Adjustments

A bill adjustment shall be made as follows: plus or minus the proportionate part of the increase or decrease in taxes, required payments to governmental entities or for governmental or municipal purposes which may be hereafter assessed, imposed, or otherwise required and which are payable out of or are based upon CPS Energy electric system revenues.

The Monthly Bill amount for resiliency service shall consist of the demand charge stated above, plus any monthly adjustments or additional charges as may be specified in the Customer's Service Agreement.

**LATE PAYMENT CHARGE**

The Monthly Bill will be charged if payment is made within the period indicated on the bill. Bills not paid within this period will be charged an additional 2% times the Monthly Bill excluding the adjustment for fuel costs, garbage fees, and sales taxes.

**TERMS AND CONDITIONS**

Resiliency service shall be supplied for the length of time agreed to in the Service Agreement executed by Customer, which may include additional terms and charges that ensure adequate capital, operations and maintenance, and fuel cost recoveries.

At all times during the delivery of resiliency service, the Customer shall remain solely served by CPS Energy. If the Resiliency Unit requires natural gas, it must be served exclusively by retail gas or transport service from CPS Energy.

Resiliency service is subject to CPS Energy Customer Terms and Conditions Applying to Retail Utility Service (Terms and Conditions), as well as CPS Energy's Electric Service Standards and Distributed Generation Manual (Technical Standards), as may be amended from time to time, which are both incorporated herein by this reference as if set forth in full. In the event that the Terms and Conditions, Technical Standards, the terms of this Rider, and/or the Service Agreement conflict or are inconsistent with one another, the order precedence is as follows: (1) the Resiliency Service Rider, then (2) the Service Agreement, then (3) the Technical Standards, and then (4) the Terms and Conditions.