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**WP-OCA CNER – Wholesale Power Service Outside Control Area Capacity & Net Energy Revenue Rider**

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**AVAILABILITY:**

To wholesale customers outside Grand River Dam Authority’s control area for wholesale partial requirements firm power and energy service under *Schedule WP-OCA – Wholesale Power Service Outside Control Area Generation Bus “Schedule WP-OCA”*.

CUSTOMERS who elect to take service under this Rider and comply with all of the energy schedule requirements of the rider:

- a. will be deemed to be in compliance with the terms governing the submission of monthly energy schedules (if applicable), as defined in CUSTOMERS’ Power Purchase and Sales Agreement with GRDA (“PPSA”);
- b. will be charged the rates described in this Rider, in lieu of being charged under *Schedule PCA- Power Cost Adjustment “Schedule PCA”*; and
- c. will continue to pay all demand and energy charges, as more particularly described below.

**SERVICE TERM:**

CUSTOMERS who elect to take service under this Rider must continue such service for the remaining term of CUSTOMER’s PPSA, unless earlier suspended or otherwise made unavailable by GRDA.

GRDA shall be the sole judge as to the availability of this Rider.

**CAPACITY DEMAND, DELIVERY DEMAND, AND ENERGY:**

For avoidance of doubt, CUSTOMERS who elect to take service under this Rider will continue to pay all charges for Nominal Capacity Billing Demand, Minimum Capacity Billing Demand, Maximum Capacity Billing Demand, and the kilowatt-hour charges for Billing Energy, as more particularly described by the CUSTOMERS’ PPSA and *Schedule WP-OCA*.

**ENERGY SCHEDULES:**

CUSTOMERS who elect to take service under this Rider must submit monthly energy nominations in accordance with the following criteria:

- a. CUSTOMER will not be required to submit information for the creation of a month-ahead energy schedule to GRDA, but must submit a month-ahead energy nomination in accordance with the minimum must-take and timing provisions of the PPSA.

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- b. The Parties will not enter into Bilateral Settlement Schedules for the transfer of energy from GRDA to CUSTOMER.
- c. For the nominated energy, CUSTOMER will be charged the kilowatt-hour charges specified in GRDA's *Schedule WP-OCA* as specified for Off-Peak and On-Peak kilowatt-hours. If CUSTOMER provides the energy nomination for the month as a lump sum amount, the annual weighted average of the On-Peak and Off-Peak rates will be applied to the total energy nomination for the month.

**POWER COST ADJUSTMENT:**

In lieu of being subject to the *Schedule PCA*,

CUSTOMER will receive a credit (or charge) calculated as its pro rata share of the Net Energy Revenue (NER) realized by GRDA's generation portfolio during the month, specifically:

NER = Sum of all Southwest Power Pool energy and ancillary service market revenue and charges resulting from the operation of the GRDA resources as included in the *Schedule PCA* calculation; less

Sum of all fuel, fuel related, and contract payments pursuant to power purchase agreements associated with the GRDA resources as included in the *Schedule PCA* calculation.

For the avoidance of doubt, NER does not include any revenue or expense associated with GRDA Transmission Congestion Rights and Auction Revenue Rights.

CUSTOMER's pro rata share will be determined as the ratio of its nominated energy for the month to GRDA's total energy sales for the month including CUSTOMER's nominated energy volume.

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**EXTRAORDINARY POWER COSTS:**

If the GRDA Board of Directors designates certain costs as Extraordinary Power Costs as provided for in *Schedule PCA*, then to the extent the Board elects to defer such costs for a longer recovery period than 12 months, CUSTOMER's pro rata share of NER during the period of time giving rise to the Extraordinary Power Costs will be allocated in accordance with the period approved and designated as the Extraordinary Power Cost Recovery Period as provided for in the *Schedule PCA*.

For illustration purposes only, if the Board designated Extraordinary Power Costs for a specific event, the associated NER associated with the event was \$2.4M, and the recovery period for the Extraordinary Power Costs was 48 months, the CUSTOMER's allocation of that NER would be calculated based upon CUSTOMER's pro rata share of \$50,000 / month (\$2.4M / 48 months).

CUSTOMER's pro rata share of the NER associated with the Extraordinary Power Costs will include an amount of carrying costs consistent with EPC Carrying Costs as designated by the GRDA Board of Directors and provided for in *Schedule PCA*, if any.

**EXTREME COLD WEATHER EVENT FEBRUARY 2021 COST RECOVERY:**

Notwithstanding any provision to the contrary, if CUSTOMER's load was included in GRDA's load for purposes of Southwest Power Pool Integrated Marketplace Settlement Statements during the month of February, 2021, in addition to any credits (or charges) CUSTOMER may receive pursuant to this Rider, CUSTOMER will be charged the Monthly Extraordinary Power Cost Rate as described and calculated in accordance with the *Schedule PCA* multiplied by CUSTOMER's Billing Energy.

**CHANGES TO RATE SCHEDULE:**

The terms and charges in this rate schedule may be changed by GRDA from time to time as provided by the "Grand River Dam Authority Act" (82 O.S. § 861, *et seq.*, as amended). GRDA may suspend this Rider at any time. If GRDA suspends the Rider, GRDA will continue to supply, and CUSTOMER will continue to purchase, service pursuant to the PPSA and any other applicable rates and riders.