

2024 Load Management Handbook

Description of Commitments

The Load Management Measure has five steps that must be completed:

1. **Application Process:** Partner must complete an online application with the following information:

- ❖ Customer information – Information about the customers associated with all loads that the Partner proposes to include as curtailable load. If a Partner’s proposed project involves multiple customers, the Partner should submit separate information for each customer.
- ❖ Entergy Texas, Inc. (“ETI”) account number and meter number – These numbers can be identified on the customer’s electric bill and is necessary in order to verify if a customer is an ETI customer. Also, whether the site has an IDR (integral data recorder).
- ❖ Site profile – A profile must be completed for each customer site and shall include estimated demand savings for the site, building type(s), operating schedules, and any additional site information that the Partner believes is appropriate. All sites using backup generation as a curtailment method are assumed to meet all federal and state emissions requirements.
- ❖ Management plan – This information includes the design, implementation, operation, and management of the project.
- ❖ Curtailable load – A description of curtailable load and processes for curtailment at each customer site. The description must include estimated kW reductions for each site during a one-hour peak demand period curtailment and the estimated incentive amount resulting from such curtailment.
- ❖ Partner contact telephone number – Primary and secondary telephone numbers are to be provided where ETI can contact the Partner to provide advance notification of a Scheduled Curtailment, Unscheduled Curtailment or MISO-Related Unscheduled Curtailment. A representative of the Partner must be available at this number at all times during the Performance Period to accept and act on these calls. Contact names and numbers may be changed with proper notice.
- ❖ Partner contact name(s) and information - Identification and information related to one or more representative(s) of the Partner who are responsible for implementation of the project. Phone number(s), mobile phone number(s), fax number(s), and email address(es) should be provided if available to allow ETI to communicate with the Partner concerning the Handbook.
- ❖ Customer Agreement - This agreement is required from customers contracting with a Partner and from customers who act as their own Partner.
- ❖ Supporting documentation – The Partner may submit additional supporting documentation that it determines is relevant for any project, and ETI reserves the right to request additional information during the course of its review of the Application.
- ❖ Partner may NOT participate in any other load curtailment program when under contract in the Load Management Program.

Partner can access the load management database and online application at the following link:
[https://www.ecurtail.com/Entergy/Account/LogOn?ReturnUrl=%2fEntergy%2fHome%](https://www.ecurtail.com/Entergy/Account/LogOn?ReturnUrl=%2fEntergy%2fHome%2f)

Once the application has been submitted by the Partner and approved by ETI, the project can move to the Contracting Phase.

2. **Contracting Phase:** Partner receives Customer Agreement containing provisions regarding its

obligations. The Customer Agreement must be signed by a Partner acting on behalf of represented and from customers who act as their own Partner and returned to ETI.

3. Performance Period: The time period in which the curtailments will occur shall be between June 1 and September 30, Monday through Friday (excluding federal holidays) from 1 p.m. to 7 p.m. There will be one 1-hour Scheduled Curtailment, and a maximum of four Unscheduled Curtailments which will be a minimum of one hour and a maximum of four hours for each Unscheduled Curtailment.

- Partner must respond to calls for Scheduled and Unscheduled Curtailments of the contracted curtailable load(s) when notified by ETI and shall advise ETI immediately as to whether it will participate in the curtailment.
- Partner must monitor loads during Scheduled and Unscheduled Curtailments, and maintain the loads at the desired minimum for the duration of the event(s).

4. MISO-Related Unscheduled Curtailments: Partner acknowledges ETI's membership in the Midcontinent Independent System Operator, Inc. ("MISO") and ETI's obligation to comply with MISO requirements. If MISO anticipates a capacity or energy emergency within the ETI service territory, Partner may be asked to conduct a MISO-Related Unscheduled Curtailment.

- The duration of the MISO-Related Unscheduled Curtailment may be a minimum of one hour up to a maximum of four hours as determined by ETI in its sole discretion. In the event of a MISO-Related Unscheduled Curtailment, the Local Balancing Authority ("LBA") will notify the ETI Load Management Program Administrator who will then instruct the Partner of the MISO-Related Unscheduled Curtailment. Partner will be notified at least one hour in advance of the MISO-Related Unscheduled Curtailment. If Partner participates in the MISO-Related Unscheduled Curtailment, it will be compensated at the same rate of compensation of an Unscheduled Curtailment. Partner will not be penalized if it elects not to participate in the MISO-Related Unscheduled Curtailment.
- Participation in a MISO-Related Unscheduled Curtailment shall be counted as one of the maximum of four Unscheduled Curtailments, if such requested curtailment occurs during the Performance Period as defined herein.
- MISO-Related Unscheduled Curtailments (if the Partner elects to participate in such) shall be implemented at the time and for the duration specified by ETI in accordance with the terms of the Program and this Agreement.

5. Unscheduled Curtailments:

- The duration of the Unscheduled Curtailment may be a minimum of one hour up to a maximum of four hours as determined by ETI in its sole discretion. In the event of an Unscheduled Curtailment, the ETI Load Management Program Administrator will instruct the Partner of the Unscheduled Curtailment. Partner will be notified at least one hour in advance of the Unscheduled Curtailment. If Partner participates in the Unscheduled Curtailment, it will be compensated at the rate of compensation for an Unscheduled Curtailment. Partner will not be penalized if it elects not to participate in the Unscheduled Curtailment.
- Unscheduled Curtailments (if the Partner elects to participate in such) shall be implemented at the time and for the duration specified by ETI in accordance with the terms of the Program and this Agreement.

6. Monitoring & Verification Phase: ETI will perform the Measurement & Verification Process after any month in which a curtailment occurs.

ETI will access the Interval Data Recorder (IDR) data or Advanced Metering Infrastructure (AMI) data to verify actual kW demand savings, following the billing period(s) during which a curtailment has occurred. In the event of incomplete interval meter data to calculate the baseline and event impacts,

Incentive Payments shall be calculated in accordance with the guidance document dated November 24, 2018 from the Evaluation, Measurement and Verification (EM&V) Team, as approved by the Public Utility Commission of Texas.

- Partner will provide ETI their January 2024 or later account bill for each ETI account number listed. This serves as a control number to assure the meter is the correct one.
- ETI will establish the baseline for each curtailment by using the High 5 of 10 Method with Day-of Adjustment. The high 5 of 10 baseline for a given curtailment event is estimated by first identifying the 10 non-holiday weekdays immediately preceding the event in which no prior program curtailment events were called, and calculating each participant's average demand during the same hours as the hours for which the curtailment event was implemented on each of those 10 days. The five highest of these ten average demand values are then averaged to estimate the "unadjusted high five baseline". The day-of baseline adjustment is estimated by comparing participants' average demand for electricity on the day of the event during the two hours prior to notification of the pending event (the "adjustment period") to participants' average demand for electricity on the "high five" days during those same two hours. The difference (positive or negative) between day-of demand and high five demand in the adjustment period is the "uncapped additive adjustment". Finally, a 50 percent cap is applied to the uncapped additive adjustment: the absolute value of this adjustment should not exceed 50 percent of the value of the unadjusted high five baseline. The "capped additive adjustment" to be applied to the unadjusted high five baseline is the lesser of the absolute value of the uncapped additive adjustment or the unadjusted high five baseline multiplied by 0.5. If the uncapped additive adjustment is negative, the original sign is returned to the capped additive adjustment. The high 5 of 10 baseline is estimated by adding the capped additive adjustment to the unadjusted high five baseline.
- ETI will subtract the average kW demand recorded during each curtailment from the baseline demand to determine the verified demand savings for that curtailment.
- If, during the Performance Period, no Unscheduled Curtailments or MISO-Related Unscheduled Curtailments occur, the demand savings used to calculate the Performance Period Payment will be either the verified demand savings from the last Scheduled Curtailment, or the demand savings estimated in the Project Sponsor's Application, whichever is lower.
- If one or more Unscheduled Curtailments or MISO-Related Unscheduled Curtailments (if such occur during the Performance Period) occur during the Contract Year, the demand savings used to calculate the Performance Period Payment will be the average verified demand savings of all of the curtailments (Scheduled, Unscheduled and MISO-Related Unscheduled if the latter occur during the Performance Period) during the Performance Period.

7. Payment Process: ETI will issue one payment during the program year for the Scheduled Curtailment all Unscheduled Curtailments and MISO-Related Unscheduled Curtailments.

- A Partner must provide at least 250 kW of estimated demand savings to be eligible, and is limited to a maximum of 40% of the total program goal for the year (\$130,000 or 4,000 kW).
- Partners can earn \$32.50/kW for the load reduction delivered, up to the amount of curtailable load (kW) offered into the program. Incentive payments for verified, delivered load reduction are \$32.50/kW for the Scheduled Curtailments and all Unscheduled Curtailments and MISO-Related Unscheduled Curtailments, if such occur during the Performance Period. If the full amount of curtailable load is delivered for all events, payments will total \$32.50/kW of the entire amount offered.

Timeline

Project Period	Activity	Projected Timing
Step One	Marketing and Application Period	Jan. 2, 2024 – April 30, 2024
Step Two	Execute Contracts	May 1, 2024 – May 31, 2024
Step Three	Performance Period	June 1, 2024 – Sept. 30, 2024
Step Four	Monitoring & Verification	June 1, 2024 – Nov. 29, 2024
Step Five	Payment Process	October 1, 2024 – Dec. 6, 2024

Definitions

THE FOLLOWING DEFINITIONS SHALL APPLY TO THE CONTRACT, ALL CONTRACT DOCUMENTS AND AMENDMENTS THERETO AND TO RELATED CORRESPONDENCE.

1.1 “AFFILIATE” SHALL MEAN (A) A PERSON WHO DIRECTLY OR INDIRECTLY OWNS OR HOLDS AT LEAST 5.0% OF THE VOTING SECURITIES OF AN ENERGY EFFICIENCY SERVICE PROVIDER; (B) A PERSON IN A CHAIN OF SUCCESSIVE OWNERSHIP OF AT LEAST 5.0% OF THE VOTING SECURITIES OF AN ENERGY EFFICIENCY SERVICE PROVIDER; (C) A CORPORATION THAT HAS AT LEAST 5.0% OF ITS VOTING SECURITIES OWNED OR CONTROLLED, DIRECTLY OR INDIRECTLY, BY AN ENERGY EFFICIENCY SERVICE PROVIDER; (D) A CORPORATION THAT HAS AT LEAST 5.0% OF ITS VOTING SECURITIES OWNED OR CONTROLLED, DIRECTLY OR INDIRECTLY, BY: (I) A PERSON WHO DIRECTLY OR INDIRECTLY OWNS OR CONTROLS AT LEAST 5.0% OF THE VOTING SECURITIES OF AN ENERGY EFFICIENCY SERVICE PROVIDER; OR (II) A PERSON IN A CHAIN OF SUCCESSIVE OWNERSHIP OF AT LEAST 5.0% OF THE VOTING SECURITIES OF AN ENERGY EFFICIENCY SERVICE PROVIDER; OR (E) A PERSON WHO IS AN OFFICER OR DIRECTOR OF AN ENERGY EFFICIENCY SERVICE PROVIDER OR OF A CORPORATION IN A CHAIN OF SUCCESSIVE OWNERSHIP OF AT LEAST 5.0% OF THE VOTING SECURITIES OF AN ENERGY EFFICIENCY SERVICE PROVIDER; (F) A PERSON WHO ACTUALLY EXERCISES SUBSTANTIAL INFLUENCE OR CONTROL OVER THE POLICIES AND ACTIONS OF AN ENERGY EFFICIENCY SERVICE PROVIDER; (G) A PERSON OVER WHICH THE ENERGY EFFICIENCY SERVICE PROVIDER EXERCISES THE CONTROL DESCRIBED IN SUBPARAGRAPH (F) OF THIS PARAGRAPH; (H) A PERSON WHO EXERCISES COMMON CONTROL OVER AN ENERGY EFFICIENCY SERVICE PROVIDER, WHERE "EXERCISING COMMON CONTROL OVER AN ENERGY EFFICIENCY SERVICE PROVIDER" MEANS HAVING THE POWER, EITHER DIRECTLY OR INDIRECTLY, TO DIRECT OR CAUSE THE DIRECTION OF THE MANAGEMENT OR POLICIES OF AN ENERGY EFFICIENCY SERVICE PROVIDER, WITHOUT REGARD TO WHETHER THAT POWER IS ESTABLISHED THROUGH OWNERSHIP OR VOTING OF SECURITIES OR ANY OTHER DIRECT OR INDIRECT MEANS; OR (I) A PERSON WHO, TOGETHER WITH ONE OR MORE PERSONS WITH WHOM THE PERSON IS RELATED BY OWNERSHIP, MARRIAGE OR BLOOD RELATIONSHIP, OR BY ACTION IN CONCERT, ACTUALLY EXERCISES SUBSTANTIAL INFLUENCE OVER THE POLICIES AND ACTIONS OF AN ENERGY EFFICIENCY SERVICE PROVIDER EVEN THOUGH NEITHER PERSON MAY QUALIFY AS AN AFFILIATE INDIVIDUALLY.

1.2 “AMI” SHALL MEAN ADVANCED METERING INFRASTRUCTURE.

1.3 “BASELINE DEMAND USAGE” SHALL MEAN THE AMOUNT OF DEMAND CALCULATED USING THE HIGH 5 OF 10 METHOD WITH DAY-OF ADJUSTMENT THAT IS USED AS THE BASELINE FOR COMPARISON TO CURTAILMENT DEMAND USAGE TO CALCULATE DEMAND SAVINGS. BASELINE DEMAND USAGE SHALL BE CALCULATED BY FIRST IDENTIFYING THE 10 NON-HOLIDAY WEEKDAYS IMMEDIATELY PRECEDING THE EVENT IN WHICH NO PRIOR PROGRAM CURTAILMENT EVENTS WERE CALLED, AND CALCULATING EACH PARTICIPANT’S AVERAGE DEMAND DURING THE SAME HOURS AS THE HOURS FOR WHICH THE CURTAILMENT EVENT WAS IMPLEMENTED ON EACH OF THOSE 10 DAYS.

THE FIVE HIGHEST OF THESE TEN AVERAGE DEMAND VALUES ARE THEN AVERAGED TO ESTIMATE THE “UNADJUSTED HIGH FIVE BASELINE”. THE DAY-OF BASELINE ADJUSTMENT IS ESTIMATED BY COMPARING PARTICIPANTS’ AVERAGE DEMAND FOR ELECTRICITY ON THE DAY OF THE EVENT DURING THE TWO HOURS PRIOR TO NOTIFICATION OF THE PENDING EVENT (THE “ADJUSTMENT PERIOD”) TO PARTICIPANTS’ AVERAGE DEMAND FOR ELECTRICITY ON THE “HIGH FIVE” DAYS DURING THOSE SAME TWO HOURS. THE DIFFERENCE (POSITIVE OR NEGATIVE) BETWEEN DAY-OF DEMAND AND HIGH FIVE DEMAND IN THE ADJUSTMENT PERIOD IS THE “UNCAPPED ADDITIVE ADJUSTMENT”. FINALLY, A 50 PERCENT CAP IS APPLIED TO THE UNCAPPED ADDITIVE ADJUSTMENT: THE ABSOLUTE VALUE OF THIS ADJUSTMENT SHOULD NOT EXCEED 50 PERCENT OF THE VALUE OF THE UNADJUSTED HIGH FIVE BASELINE. THE “CAPPED ADDITIVE ADJUSTMENT” TO BE APPLIED TO THE UNADJUSTED HIGH FIVE BASELINE IS THE LESSOR OF THE ABSOLUTE VALUE OF THE UNCAPPED ADDITIVE ADJUSTMENT OR THE UNADJUSTED HIGH FIVE BASELINE MULTIPLIED BY 0.5. IF THE UNCAPPED ADDITIVE ADJUSTMENT IS NEGATIVE, THE ORIGINAL SIGN IS RETURNED TO THE CAPPED ADDITIVE ADJUSTMENT. THE HIGH 5 OF 10 BASELINE IS ESTIMATED BY ADDING THE CAPPED ADDITIVE ADJUSTMENT TO THE UNADJUSTED HIGH FIVE BASELINE.

1.4 “CAPACITY FACTOR” SHALL MEAN THE RATIO OF THE ANNUAL ENERGY SAVINGS GOAL, IN KWH, TO THE PEAK DEMAND GOAL FOR THE YEAR, MEASURED IN KW, MULTIPLIED BY THE NUMBER OF HOURS IN THE YEAR, OR THE RATIO OF THE ACTUAL ANNUAL ENERGY SAVINGS, IN KWH, TO THE ACTUAL PEAK DEMAND REDUCTION FOR THE YEAR, MEASURED IN KW, MULTIPLIED BY THE NUMBER OF HOURS IN THE YEAR.

1.5 “COMMERCIAL CUSTOMER” SHALL MEAN A NON-RESIDENTIAL CUSTOMER TAKING SERVICE AT A METERED POINT OF DELIVERY AT A DISTRIBUTION VOLTAGE UNDER AN ELECTRIC UTILITY’S TARIFF DURING THE PRIOR CALENDAR YEAR AND A NON-PROFIT CUSTOMER OR GOVERNMENT ENTITY, INCLUDING AN EDUCATIONAL INSTITUTION. FOR PURPOSES OF THIS SECTION, EACH METERED POINT OF DELIVERY SHALL BE CONSIDERED A SEPARATE CUSTOMER.

1.6 “CONTRACT” OR “AGREEMENT” SHALL MEAN, COLLECTIVELY, THE ENTIRE AGREEMENT BETWEEN ETI AND PARTNER, THE TERMS AND CONDITIONS INCORPORATED THEREIN AND OTHER DOCUMENTS, IF ANY, WHICH ARE BY REFERENCE MADE A PART OF THE CONTRACT AND PROVIDING FOR SIGNATURE OF A DULY AUTHORIZED REPRESENTATIVE OF EACH PARTY THERETO.

1.7 “CONTRACT ADMINISTRATOR” SHALL MEAN ETI’S DULY AUTHORIZED AGENT WHO SHALL INITIATE AND ADMINISTER ALL CONTRACT ACTIVITIES RELATED TO THE CONTRACTUAL TERMS AND CONDITIONS.

1.8 “CONTRACT DOCUMENTS” OR “AGREEMENT DOCUMENTS” SHALL MEAN 1) PARTNER’S APPROVED APPLICATION (“APPLICATION”) AND LOAD MANAGEMENT MEASURE CUSTOMER AGREEMENT, ATTACHED HERETO AS ATTACHMENT A AND INCORPORATED BY REFERENCE HEREIN, 2) THE LOAD MANAGEMENT HANDBOOK (“HANDBOOK”), WHICH IS INCORPORATED BY REFERENCE HEREIN, AND 3) TOGETHER WITH ANY AND ALL OTHER EXHIBITS, ADDENDA, OR AMENDMENTS REFERENCED IN THE AGREEMENT DOCUMENTS OR MADE A PART THEREOF IN ACCORDANCE WITH THIS AGREEMENT.

1.9 “CURTAILABLE LOAD” SHALL MEAN THE EQUIPMENT, MATERIAL, OR SYSTEMS AT A PROJECT SITE THAT IS IDENTIFIED IN THE APPLICATION AS LOAD THAT WILL BE INTERRUPTED AT THE REQUEST OF ETI PURSUANT TO THE PROGRAM.

1.10 “CURTAILMENT” SHALL MEAN SHUTTING DOWN THE OPERATION OF CURTAILABLE LOAD AT THE REQUEST OF ETI PURSUANT TO THE PROGRAM.

1.11 "CURTAILMENT DEMAND USAGE" SHALL MEAN THE HIGHEST AMOUNT OF DEMAND THAT OCCURS DURING ANY ONE-HOUR (FOUR 15-MINUTE INTERVALS) PERIOD OF A CURTAILMENT.

1.12 "CUSTOMER AGREEMENT" SHALL MEAN THE AGREEMENT BETWEEN CUSTOMER AND THE PARTNER THAT SPECIFIES THE RIGHTS AND OBLIGATIONS OF EACH PARTY WITH RESPECT TO THE INSTALLATION OF THE MEASURES AND OTHER RELATED AND/OR UNRELATED MATTERS AT THE PROJECT SITE.

1.13 "DEMAND" SHALL MEAN THE RATE AT WHICH ELECTRIC ENERGY IS AVERAGED OVER A DESIGNATED PERIOD, USUALLY EXPRESSED IN KILOWATTS (KW) OR MEGAWATTS (MW).

1.14 "DISTRIBUTION OPERATIONS CENTER" (DOC) SHALL MEAN THE ENTITY THAT MANAGES THE DAY-TO-DAY OPERATION OF DISTRIBUTION NETWORK TO ENSURE UNINTERRUPTED POWER SUPPLIES TO THE END CUSTOMERS.

1.15 "ESTIMATED DEMAND SAVINGS" SHALL MEAN: 1) THE AMOUNT OF DEMAND THAT PARTNER PROPOSES IN THE APPLICATION TO SAVE IN A ONE-HOUR PERIOD DURING THE PERFORMANCE PERIOD THROUGH CURTAILMENTS THAT ARE IMPLEMENTED PURSUANT TO THE PROGRAM AND THAT ETI APPROVES AFTER REVIEW OF THE APPLICATION AND RECEIPT OF ALL CUSTOMER AGREEMENTS, OR 2) THE AMOUNT OF APPROVED UNSCHEDULED CURTAILMENT DEMAND SAVINGS FROM THE SCHEDULED CURTAILMENT THAT OCCURS IN THE FIRST YEAR OF THE PROJECT, WHICHEVER IS LESS.

1.16 "GOVERNMENTAL AUTHORITY" SHALL MEAN ANY FEDERAL, STATE, LOCAL OR MUNICIPAL GOVERNMENTAL BODY OR AGENCY OR SUBDIVISION THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY LEGISLATIVE OR JUDICIAL BODY, HAVING APPROPRIATE JURISDICTION TO EXERCISE AUTHORITY OR CONTROL OVER ETI, ITS PARENT CORPORATION, OR ANY PART OR ALL OF THE WORK TO BE PERFORMED UNDER THIS CONTRACT.

1.17 "GROWTH IN DEMAND" SHALL MEAN THE ANNUAL INCREASE IN DEMAND IN THE TEXAS PORTION OF AN ELECTRIC UTILITY'S SERVICE AREA AT TIME OF PEAK DEMAND, AS MEASURED IN ACCORDANCE WITH THIS SECTION.

1.18 "IDR" SHALL MEAN INTERVAL DATA RECORDER.

1.19 "INCENTIVE BUDGET" SHALL MEAN THE TOTAL ALLOCATION OF ENERGY EFFICIENCY DOLLARS DEDICATED TO THE LOAD MANAGEMENT PROGRAM.

1.20 "LOCAL BALANCING AUTHORITY" (LBA) SHALL MEAN THE RESPONSIBLE ENTITY THAT INTEGRATES RESOURCE PLANS AHEAD OF TIME, MAINTAINS LOAD-INTERCHANGE-GENERATION BALANCE WITHIN A BALANCING AUTHORITY AREA, AND SUPPORTS INTERCONNECTION FREQUENCY IN REAL TIME.

1.21 "LOAD CONTROL" SHALL MEAN ACTIVITIES THAT PLACE THE OPERATION OF ELECTRICITY-CONSUMING EQUIPMENT UNDER THE CONTROL OR DISPATCH OF AN ENERGY EFFICIENCY SERVICE PROVIDER, AN INDEPENDENT SYSTEM OPERATOR OR OTHER TRANSMISSION ORGANIZATION OR THAT ARE CONTROLLED BY THE CUSTOMER, WITH THE OBJECTIVE OF PRODUCING ENERGY OR DEMAND SAVINGS.

1.22 "LOAD MANAGEMENT" SHALL MEAN LOAD CONTROL ACTIVITIES THAT RESULT IN A REDUCTION IN PEAK DEMAND ON AN ELECTRIC UTILITY SYSTEM OR A SHIFTING OF ENERGY USAGE FROM A PEAK TO AN OFF-PEAK PERIOD OR FROM HIGH-PRICE PERIODS TO LOWER PRICE PERIODS.

1.23 "MIDCONTINENT INDEPENDENT SYSTEM OPERATOR" (MISO) SHALL MEAN THE REGIONAL TRANSMISSION ORGANIZATION (RTO) THAT DELIVERS ELECTRIC POWER ACROSS ALL OR PARTS OF 15 U.S. STATES AND THE CANADIAN PROVINCE OF MANITOBA.

1.24 "MISO-RELATED UNSCHEDULED CURTAILMENT" SHALL MEAN A CURTAILMENT THAT IS REQUESTED BY ETI IN RESPONSE TO A NOTIFICATION BY MISO FOR SUCH A CURTAILMENT.

1.25 "OFF-PEAK PERIOD" SHALL MEAN THE PERIOD DURING WHICH THE DEMAND ON AN ELECTRIC UTILITY SYSTEM IS NOT AT OR NEAR ITS MAXIMUM. FOR THE PURPOSE OF THIS SECTION, THE OFF-PEAK PERIOD INCLUDES ALL HOURS THAT ARE NOT IN THE PEAK PERIOD.

1.26 "PARTNER" SHALL MEAN AN INDEPENDENT THIRD PARTY OR AN ETI COMMERCIAL CUSTOMER WHO PARTICIPATES IN THE LOAD MANAGEMENT PROGRAM.

1.27 "PERFORMANCE PERIOD" SHALL MEAN THE PERIOD FROM JUNE 1 THROUGH SEPTEMBER 30, MONDAY THROUGH FRIDAY (EXCLUDING FEDERAL HOLIDAYS), FROM 1 TO 7 PM OF EACH YEAR OF THE PROJECT.

1.28 "PERFORMANCE PERIOD PAYMENT" SHALL MEAN THE PAYMENT MADE BY ETI TO PARTNER FOR UNSCHEDULED CURTAILMENT DEMAND SAVINGS, AS CALCULATED PURSUANT TO THE COMPENSATION SCHEDULE.

1.29 "PEAK DEMAND SAVINGS" SHALL MEAN THE MAXIMUM ONE-HOUR AVERAGE DEMAND REDUCTION (IN KW) THAT OCCURS WHEN THE SYSTEM UNDERGOING RETROFIT IS OPERATING AT PEAK CONDITIONS DURING THE PERFORMANCE PERIOD.

1.30 "PUCT" SHALL MEAN THE PUBLIC UTILITY COMMISSION OF TEXAS.

1.31 "SCHEDULED CURTAILMENT" SHALL MEAN A CURTAILMENT THAT IS PRE-SCHEDULED BY ETI TO OCCUR AT THE BEGINNING OF THE PERFORMANCE PERIOD IN EVERY YEAR OF THE PROJECT.

1.32 "SCHEDULED CURTAILMENT DEMAND SAVINGS" SHALL MEAN THE DIFFERENCE BETWEEN THE BASELINE DEMAND USAGE FOR A SCHEDULED CURTAILMENT AND THE CURTAILMENT DEMAND USAGE FOR THE SAME SCHEDULED CURTAILMENT.

1.33 "SCHEDULED CURTAILMENT PAYMENT" SHALL MEAN THE PAYMENT MADE BY ETI TO PARTNER FOR SCHEDULED CURTAILMENT DEMAND SAVINGS, AS CALCULATED PURSUANT TO THE COMPENSATION SCHEDULE.

1.34 "SPECIFICATIONS" SHALL MEAN COLLECTIVELY, ALL TECHNICAL DESCRIPTIONS AND DATA REFERENCED IN THE CONTRACT, AND SUCH AMENDMENTS, REVISIONS, DEDUCTIONS OR ADDITIONS AS MAY BE MADE AND ALL WRITTEN AGREEMENTS MADE OR TO BE MADE, PERTAINING TO THE PROCESSES, WORKMANSHIP, PRODUCTS AND QUANTITIES AND QUALITIES OF THE MATERIALS TO BE FURNISHED UNDER THIS CONTRACT.

1.35 “UNSCHEDULED CURTAILMENT” SHALL MEAN A CURTAILMENT THAT IS REQUESTED BY ETI IN RESPONSE TO A NOTIFICATION BY AN APPROPRIATE PARTY, OTHER THAN MISO, FOR SUCH A CURTAILMENT.