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Oct 06 2022

		Page 1 of 235	
	NORTH CAROLINA Rate Book Index		
<u>SCHEDULE</u>	DESCRIPTION	PAGE	
RETAIL CLASSI	FICATION		
	L RATE SCHEDULES		
RES-74 R-TOUD-74	Residential Service Residential Service Time-of-Use		
R-TOU-74	Residential Service Time-of-Use		
R-TOU-CPP-74	Residential Service Time-of-Use (Critical Peak)		
B. <u>GENERAL SE</u>	RVICE RATE SCHEDULES		
SGS-74	Small General Service		
SGS-TOUE-74	Small General Service (All-Energy) Time-of-Use		
MGS-74 SI-74	Medium General Service Seasonal or Intermittent Service		
SGS-TOU-74	Small General Service (Time-of-Use)		
CH-TOUE-74	Church Service (Time-of-Use)		
GS-TES-74	General Service (Thermal Energy Storage)		
APH-TES-74	Agricultural Post-Harvest Service		
LGS-74 LGS-TOU-74	Large General Service Large General Service (Time-of-Use)		
LGS-TOU-74 LGS-RTP-74	Large General Service (Thine-of-Ose)		
CSG-74 <sup>1</sup>	Church and School Service		
CSE-74 <sup>1</sup>	Church and School Service		
	-74Small General Service (Constant Load) -74 Small General Service (Time-of-Use w/ Critical Peak)		
C. <u>LIGHTING R</u> TSS-74 TFS-74 ALS-74 SLS-74	ATE SCHEDULES Traffic Signal Service Traffic Signal Service (Metered) Area Lighting Service Street Lighting Service		
SLR-74	Street Lighting Service - Residential Subdivisions and Neighborhoods		
SFLS-74	Sports Field Lighting Service		
D. <u>RETAIL RIDI</u>	<u>ERS</u>	IN CONJUNCTION WITH:	
D. <u>RETAIL RIDI</u> BA-27A	E <b>RS</b> Annual Billing Adjustments	IN CONJUNCTION WITH: Any Retail Schedule	
D. <u>RETAIL RIDI</u> BA-27A RECD-1T	ERS Annual Billing Adjustments Residential Service Energy Conservation	IN CONJUNCTION WITH: Any Retail Schedule Residential Service Schedules	
D. <u>RETAIL RIDI</u> BA-27A	E <b>RS</b> Annual Billing Adjustments Residential Service Energy Conservation Net Metering	IN CONJUNCTION WITH: Any Retail Schedule Residential Service Schedules R-TOUD, SGS-TOU	
D. <u>RETAIL RIDI</u> BA-27A RECD-1T NM-4B	ERS Annual Billing Adjustments Residential Service Energy Conservation	IN CONJUNCTION WITH: Any Retail Schedule Residential Service Schedules R-TOUD, SGS-TOU Any Retail Schedule	
D. <u>RETAIL RIDI</u> BA-27A RECD-1T NM-4B GP-3 REN-1D COP-2B	ERS Annual Billing Adjustments Residential Service Energy Conservation Net Metering NC GreenPower Program NC GreenPower Program (Renewable) NC Carbon Offset Program	IN CONJUNCTION WITH: Any Retail Schedule Residential Service Schedules R-TOUD, SGS-TOU Any Retail Schedule Any Retail Schedule Any Retail Schedule	
D. <u>RETAIL RIDI</u> BA-27A RECD-1T NM-4B GP-3 REN-1D COP-2B 18N	CRS      Annual Billing Adjustments	IN CONJUNCTION WITH: Any Retail Schedule Residential Service Schedules R-TOUD, SGS-TOU Any Retail Schedule Any Retail Schedule Any Retail Schedule SGS Schedules	
D. <u>RETAIL RIDI</u> BA-27A RECD-1T NM-4B GP-3 REN-1D COP-2B 18N CM-1D	CRS      Annual Billing Adjustments	IN CONJUNCTION WITH: Any Retail Schedule Residential Service Schedules R-TOUD, SGS-TOU Any Retail Schedule Any Retail Schedule Any Retail Schedule SGS Schedules General Service and SI Schedules	
D. <u>RETAIL RIDI</u> BA-27A RECD-1T NM-4B GP-3 REN-1D COP-2B 18N CM-1D 28R	ERS      Annual Billing Adjustments	IN CONJUNCTION WITH: Any Retail Schedule Residential Service Schedules R-TOUD, SGS-TOU Any Retail Schedule Any Retail Schedule Any Retail Schedule SGS Schedules General Service and SI Schedules LGS Schedules	
D. <u>RETAIL RIDI</u> BA-27A RECD-1T NM-4B GP-3 REN-1D COP-2B 18N CM-1D	CRS      Annual Billing Adjustments	IN CONJUNCTION WITH: Any Retail Schedule Residential Service Schedules R-TOUD, SGS-TOU Any Retail Schedule Any Retail Schedule SGS Schedules General Service and SI Schedules LGS Schedules SGS Schedules SGS Schedules	
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#### Application Exhibit A NCUC Docket No. E-2, Sub 1300 Page 2 of 235

				1 460 2 01 255		B
						COPY
		RS-HERP-1A	Residential Service My Home Energy Report Program	Residential Customers	RP-5	
		LC-WIN-2B	Residential Service - Load Control (Asheville Area)	Residential Service Schedules	RP-6	FFICIAL
		LC-9	Residential Service – Load Control	Residential Service Schedules	RP-7	4
		SSR-3A <sup>4</sup>	Residential Service (Experimental) SunSense Solar Rebate	Schedule R-TOUD, Rider NM	RP-8	75
		RNC-3	Residential Service Residential New Construction Program	Residential Service Schedules	RP-9	¥
		EEE-1A	Energy Efficiency Education Program	Residential and General Service Customers	RP-10	Ц.
		MEE-3	Residential Multi-Family Energy Efficiency Program	Residential Customers	RP-11	<u> </u>
		REA-3	Residential Energy Assessment Program	Residential Customers	RP-13	0
		LWP-1	Low-Income Weatherization Pay For Performance Program (Pilot) Residential	Customers	RP-14	
		REEAD-1	Residential Energy Efficient Appliances and Devices Program	Residential Customers	RP-15	
	F.	GENERAL S	ERVICE DSM/EE PROGRAMS	APPLICABLE TO:		
		NSS EE-3	Non-Residential Smart Saver Energy Efficient Products and Assessment Program	General Service Customers	GP-1	
		DRA-9	Demand Response Automation Rider	General Service Customers	GP-2	8
		SBES-7	Small Business Energy Saver Program	General Service Customers	GP-3	2022
		EWB-3	Energywise For Business Rider.	General Service Customers	GP-5	Ö
		SSP-3	Non-Residential Smart \$aver Performance Incentive Program	General Service Customers	GP-6	N
						8
	C	FLECTDIC				-
	G.		FRANSPORTATION PROGRAMS			to
		EVSB-1	EV School Bus Pilot Program	General Service Customers	ET-1	0
		FCS-1	EV Fast Charging Station Pilot Program	General Service Customers	ET-2	
		L2EV-1	EV Public Level 2 Pilot Program	SGS Schedule	ET-3	
		MFEV-1	EV Multifamily Pilot Program.	SGS Schedule	ET-4	
		MREV-1	EV Make Ready Infrastructure Program	Residential and General Service Customers	ET-5	
	H. ADMINISTRATIVE PROCEDURES					
	Street Lighting Service Regulations (Rev. 6/1/21)			A-1		
		Service Regula	ations (Rev. 03/04/22)		A-2	
			1 Plan E-68		A-3	
		Standard Servi	ice Voltages (Rev. 3/16/18)		A-4	
П.	CO	GENERATIO	N CLASSIFICATION			
	PP-	-8 Purchased Po	wer Schedule (Rev. 11/01/21)		C-1	
	Ter	rms and Conditi	ons for the Purchase of Electric Power (Rev. 11/01/21)		C-2	
			ocedures, Forms and Agreements for State-Jurisdictional Generator Interconnections		C-3	
			-			

<sup>1</sup>Not available for new applications
 <sup>2</sup>Not available for new applications for contract demands below 30 kW.
 <sup>3</sup>Available to the first 85 applicants only
 <sup>4</sup>Available for new applicants until fully subscribed, but no later than December 31, 2015

Application Exhibit A NCUC Docket No. E-2, Sub 1300 Page 3 of 235

R-1

#### (North Carolina Only)

### RESIDENTIAL SERVICE SCHEDULE RES-74

#### AVAILABILITY

This Schedule is available when electric service is used for domestic purposes in and about (1) a residential dwelling unit, including electric service used on a farm and in the preparation of the farm's products for market, or (2) a family care home. A residential dwelling unit served under this Schedule may be used as a boarding house, fraternity house, tourist home, or like establishment, provided such residential dwelling unit is one which ordinarily would be used as a private residence. A family care home is defined as a home with support and supervisory personnel that provides room and board, personal care and habilitation services in a family environment for not more than six resident handicapped persons.

Service under this Schedule is not available for processing (or handling) for market of farm products produced by others; for separately metered domestic or farm operations; for individual motors in excess of 10 HP (in exceptional cases, motors as large as 15 HP may be served upon approval by the Engineering Department); for commercial or industrial purposes; for other uses not specifically provided for by the provisions herein; or for resale service, except as provided for in Chapter 22 of the Commission Rules regarding the provision of electric service by landlords.

Nonfossil energy sources caused by acts of nature such as wind or solar are permitted as supplement to Customer's energy requirement provided Company is granted the right to install, operate, and monitor special equipment at Company's expense to measure Customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation. In situations where special equipment is needed to assure safety, reliability, or metering accuracy, the installation of such equipment shall be at the Customer's expense.

#### APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

#### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

#### MONTHLY RATE

I. For Single-Phase Service:

Bill	s Rendered During July - October	Bills Rendered During November - June	
A.	Basic Customer Charge: \$14.00 per month	Basic Customer Charge: \$14.00 per month	
B.	Kilowatt-Hour Charge: 11.160¢ per kWh	Kilowatt-Hour Charge: 10.659	

Oct 06 2022

II. For Three-Phase Service:

The bill computed for single-phase service plus \$7.00.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Residential Classification - \$1.41/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

IV. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

### SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

#### PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

#### CONTRACT PERIOD

The Contract Period shall not be less than one year.

#### GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule RES-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

#### RESIDENTIAL SERVICE TIME-OF-USE SCHEDULE R-TOUD-74

## AVAILABILITY

This Schedule is available on a voluntary basis when electric service is used for domestic purposes in and about (1) a residential dwelling unit, including electric service used on a farm and in the preparation of the farm products for market, or (2) a family care home. A residential dwelling unit served under this Schedule may be used as a boarding house, fraternity house, tourist home, or like establishment, provided such residential dwelling unit is one which ordinarily would be used as a private residence. A family care home is defined as a home with support and supervisory personnel that provides room and board, personal care and habilitation services in a family environment for not more than six resident handicapped persons. This Schedule is also available to an existing residential customer (1) if service is also received under Net Metering for Renewable Energy Facilities Rider NM or (2) if served under the Residential Service Time-of-Use Schedule R-TOUD before December 1, 2013 until such time as service is terminated or service is elected under another available schedule.

This Schedule is also available to customers served under the Residential Service Load Control Rider with applicable billing credits. Billing demands established and energy consumed by the load subject to control will be billed in accordance with this Schedule.

Service under this Schedule is not available: (1) for processing (or handling) for market of farm products produced by others; (2) for separately metered domestic or farm operations; (3) for individual motors in excess of 10 HP (in exceptional cases, motors as large as 15 HP may be served upon approval by the Engineering Department); (4) for commercial or industrial purposes; (5) for other uses not specifically provided for by the provisions herein; (6) for new applicants on and after December 1, 2013, or (7) for resale service, except as provided for in Chapter 22 of the Commission Rules regarding the provision of electric service by landlords.

Nonfossil energy sources caused by acts of nature such as wind or solar are permitted as supplement to Customer's energy requirement provided Company is granted the right to install, operate, and monitor special equipment at Company's expense to measure Customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation. In situations where special equipment is needed to assure safety, reliability, or metering accuracy, the installation of such equipment shall be at the Customer's expense.

### APPLICABILITY

This Schedule is applicable to all electric service of the same type supplied to Customer's premises at one point of delivery through one meter.

### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

Oct 06 2022

# MONTHLY RATE

- I. For Single-Phase Service:
  - A. Service used during calendar months of June through September:
    - 1. <u>Basic Customer Charge</u>: \$16.85
    - <u>On-Peak kW Demand Charge</u>: \$5.17 per kW for all on-peak Billing Demand
    - <u>kWh Energy Charge</u>: 7.728¢ per on-peak kWh 6.200¢ per off-peak kWh

- B. Service used during calendar months of October through May:
  - 1. <u>Basic Customer Charge</u>: \$16.85
  - <u>On-Peak kW Demand Charge</u>: \$4.14 per kW for all on-peak Billing Demand
  - <u>kWh Energy Charge</u>: 7.728¢ per on-peak kWh 6.200¢ per off-peak kWh

## Minimum Bill

The minimum monthly charge shall be the Basic Customer Charge plus the REPS Adjustment.

II. For Three-Phase Service:

The bill computed for single-phase service plus \$7.00.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Residential Classification - \$1.41/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

IV. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

### **BILLING DEMAND**

The on-peak Billing Demand shall be the maximum demand used in the on-peak hours of the current month during any 15-minute interval.

### DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

- I. On-Peak Hours:
  - A. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

B. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

II. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the Holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

### SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

## PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

### CONTRACT PERIOD

The Contract Period shall be on a monthly basis. For a Customer who has previously received service under this Schedule or its predecessor, at the current location, the Contract Period shall not be less than one year.

### **GENERAL**

Service under this Schedule is subject to the Company's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement Renewable Energy Rider CPRE.

Supersedes Schedule R-TOUD-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Subs 1219 OFFICIAL COPY

Application Exhibit A NCUC Docket No. E-2, Sub 1300 Page 8 of 235

R-3

### RESIDENTIAL SERVICE TIME-OF-USE SCHEDULE R-TOU-74

# AVAILABILITY

This Schedule is available on a voluntary basis when electric service is used for domestic purposes in and about (1) a residential dwelling unit, including electric service used on a farm and in the preparation of the farm products for market, or (2) a family care home. A residential dwelling unit served under this Schedule may be used as a boarding house, fraternity house, tourist home, or like establishment, provided such residential dwelling unit is one which ordinarily would be used as a private residence. A family care home is defined as a home with support and supervisory personnel that provides room and board, personal care and habilitation services in a family environment for not more than six resident handicapped persons.

Service under this Schedule is not available: (1) for processing (or handling) for market of farm products produced by others; (2) for separately metered domestic or farm operations; (3) for individual motors in excess of 10 HP (in exceptional cases, motors as large as 15 HP may be served upon approval by the Engineering Department); (4) for commercial or industrial purposes; (5) for other uses not specifically provided for by the provisions herein; or (6) for resale service, except as provided for in Chapter 22 of the Commission Rules regarding provision of electric servicer by landlords.

Nonfossil energy sources caused by acts of nature such as wind or solar are permitted as supplement to Customer's energy requirement provided Company is granted the right to install, operate, and monitor special equipment to measure Customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation. In situations where special equipment is needed to assure safety, reliability, or metering accuracy, the installation of such equipment shall be at the Customer's expense.

# APPLICABILITY

This Schedule is applicable to all electric service of the same type supplied to Customer's premises at one point of delivery through one meter.

### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

### MONTHLY RATE

- I. For Single-Phase Service:
  - A. Service used during the calendar months of June through September:
    - 1. Basic Customer Charge:
- B. Service used during the calendar months of October through May:
- 1. <u>Basic Customer Charge</u>:

\$16.85

Oct 06 2022

2. <u>kWh Energy Charge</u>:

2. <u>kWh Energy Charge</u>:

23.835¢ per on-peak kWh

12.537¢ per shoulder kWh

7.609¢ per off-peak kWh

25.068¢ per on-peak kWh 12.843¢ per shoulder kWh 7.609¢ per off-peak kWh

Minimum Bill

The minimum monthly charge shall be the Basic Customer Charge.

II. For Three-Phase Service:

The bill computed for single-phase service plus \$7.00.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Residential Classification - \$1.41/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

IV. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

# DETERMINATION OF ON-PEAK, SHOULDER, AND OFF-PEAK HOURS

- I. Service used beginning at 12:00 midnight March 31, and ending at 12:00 midnight September 30:
  - A. The on-peak hours are defined as the hours between 1:00 p.m. and 6:00 p.m. Monday through Friday, excluding holidays defined as off-peak.
  - B. The shoulder hours are defined as the hours between 11:00 a.m. and 1:00 p.m. and between 6:00 p.m. and 8:00 p.m. Monday through Friday, excluding holidays defined as off-peak.
  - C. The off-peak hours are defined as all other hours, plus holidays defined as off-peak.
- II. Service used beginning at 12:00 midnight September 30, and ending at 12:00 midnight March 31:
  - A. The on-peak hours are defined as the hours between 6:00 a.m. and 9:00 a.m. Monday through Friday, excluding holidays defined as off-peak.
  - B. The shoulder hours are defined as the hours between 9:00 a.m. and noon and between 5:00 p.m. and 8:00 p.m. Monday through Friday, excluding holidays defined as off-peak.
  - C. The off-peak hours are defined as all other hours, plus holidays defined as off-peak.
- III. Off-Peak Holidays:

All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas

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Day. When one of the above holidays falls on a Saturday, the Friday before the Holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

# CONTRACT PERIOD

The Contract Period shall be on a monthly basis. For a Customer who has previously received service under this Schedule or its predecessor, at the current location, the Contract Period shall not be less than one year.

# **GENERAL**

Service under this Schedule is subject to the Company's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

# ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule R-TOU-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

R-4

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Oct 06 2022

# RESIDENTIAL SERVICE TIME OF USE WITH CRITICAL PEAK PRICING SCHEDULE R-TOU-CPP-74

# AVAILABILITY

This Schedule is available when electric service is used for domestic purposes in and about (1) a residential dwelling unit, including electric service used on a farm and in the preparation of the farm's products for market, or (2) a family care home. A residential dwelling unit served under this Schedule may be used as a boarding house, fraternity house, tourist home, or like establishment, provided such residential dwelling unit is one which ordinarily would be used as a private residence. A family care home is defined as a home with support and supervisory personnel that provides room and board, personal care and habilitation services in a family environment for not more than six resident handicapped persons.

Service under this Schedule is not available for processing (or handling) for market of farm products produced by others; for separately metered domestic or farm operations; for individual motors in excess of 10 HP (in exceptional cases, motors as large as 15 HP may be served upon approval by the Engineering Department); for commercial or industrial purposes; for other uses not specifically provided for by the provisions herein; or for resale service, except as provided for in Chapter 22 of the Commission Rules regarding the provision of electric service by landlords.

Nonfossil energy sources caused by acts of nature such as wind or solar are permitted as supplement to Customer's energy requirement provided Company is granted the right to install, operate, and monitor special equipment at Company's expense to measure Customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation. In situations where special equipment is needed to assure safety, reliability, or metering accuracy, the installation of such equipment shall be at the Customer's expense.

# APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

# TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

# MONTHLY RATE

- I. For Single-Phase Service:
  - A. Basic Customer Charge:

\$14.00

- B. <u>kWh Energy Charge:</u>
  - 1. 36.043¢ per Critical Peak kWh
  - 2. 19.416¢ per On-Peak kWh

- 3. 9.857¢ per Off-Peak kWh
- 4. 7.478¢ per Discount kWh
- C. <u>Minimum Bill:</u>

The minimum monthly charge shall be the Basic Customer Charge.

II. For Three-Phase Service:

The bill computed for single-phase service plus \$7.00.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Residential Classification - \$1.41/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

IV. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

# DETERMINATION OF ON-PEAK, OFF-PEAK, AND DISCOUNT HOURS

	Applicable Days	Summer Hours <u>May – September</u>	Non-Summer Hours <u>October – April</u>
On-Peak Period:	Monday – Friday excluding Holidays*	6:00 pm – 9:00 pm	6:00 am – 9:00 am
Discount Period:	All days including Holidays*	1:00 am – 6:00 am	1:00 am – 3:00 am 11:00 am – 4:00 pm
Off-Peak Period:	All days including Holidays*	All hours that are not On-Peak or Discount Hours	

\*Holidays include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the holiday will be considered a holiday; when the holiday falls on a Sunday, the following Monday will be considered a holiday.

All hours are shown in Eastern Prevailing Time (EPT).

# DETERMINATION OF CRITICAL PEAK PRICING

The Company will call up to 20 Critical Peak Days per calendar year. The number of Critical Peak Days permitted annually may be exceeded in the event of a system emergency that is expected to place the Company's ability to provide reliable service to customers at risk.

During Company-designated Critical Peak Days, On-Peak Hours will become Critical Peak Hours. The Company may shift the Critical Peak Hours one hour earlier or later than the regular On-Peak Hours to provide flexibility for system operations; however, the number of Critical Peak Hours per day will remain the same as the number of On-Peak Hours that would have otherwise occurred. Any shift in Critical Peak Hours will be reflected in the customer notification.

# NOTIFICATION OF CRITICAL PEAK PRICING

The Company will notify customers of Critical Peak Days and applicable Critical Peak Hours by 4:00 pm on the prior day. Customers may elect to receive notifications by phone, email and/or text message. The Company will use its best efforts to notify customers by 4:00 pm on the prior day; however, notification of Critical Peak Days may occur at any time, but no later than one hour prior to the Critical Peak period. Receipt of Critical Peak Pricing notification is the Customer's responsibility.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

# CONTRACT PERIOD

The Contract Period shall be on a monthly basis. For a Customer who has previously received service under this Schedule or its predecessor, at the current location, the Contract Period shall not be less than one year.

# **GENERAL**

Service under this Schedule is subject to the Company's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

# ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule R-TOU-CPP-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Subs 1219

#### SMALL GENERAL SERVICE SCHEDULE SGS-74

#### AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer at a single point of delivery, at one of the Company's standard voltages, with a Contract Demand of less than 30 kW, until the Customer's registered demand equals or exceeds 35 kW in two or more of the preceding 12 months, or until the Customer's registered demand equals or exceeds 50 kW.

This Schedule is not available: (1) for residential service, (2) for resale service, (3) for a Contract Demand of 30 kW or more, (4) whenever the monthly registered demand equals or exceeds 35 kW in two or more of the preceding 12 months, or (5) whenever the monthly registered demand equals or exceeds 50 kW. The Company may at any time conduct a test or install a demand meter to determine the maximum 15-minute demand.

When the Customer has installed generating or converting equipment that can operate in parallel with the Company's service, the Customer shall install the protective equipment acceptable to the Company that will protect the Company's employees, its other customers, and its distribution system. The Company shall have the right to suspend delivery of electricity to the Customer with such generating or converting equipment until the Customer has installed the protective equipment.

#### CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

#### MONTHLY RATE

- I. For Single-Phase Service:
  - A. \$21.00 Customer Charge
  - B. Kilowatt-Hour Energy Charge:

11.416¢ per kWh for the first 750 kWh 9.651¢ per kWh for the next 1,250 kWh 9.171¢ per kWh for all additional kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$7.00.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month Industrial/Public Authority Classification - \$49.42/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

Oct 06 2022

#### IV. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

### SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

## PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

### CONTRACT PERIOD

The Contract Period shall not be less than one year; except for short-term, construction, or temporary service, the Contract Period may be for the period requested by the Customer and in such event the Customer agrees:

- 1. That the service supplied shall be for a continuous period until disconnected; and
- 2. That where it is necessary for the Company to extend lines, erect transformers, or do any work necessary to supply service, except the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with Line Extension Plan E.

#### **GENERAL**

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

#### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule SGS-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

# SMALL GENERAL SERVICE ALL-ENERGY TIME-OF-USE SCHEDULE SGS-TOUE-74

# AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer at a single point of delivery, at one of the Company's standard voltages, with a Contract Demand of less than 30 kW, until the Customer's registered demand equals or exceeds 35 kW in two or more of the preceding 12 months, or until the Customer's registered demand equals or exceeds 50 kW.

This Schedule is not available: (1) for residential service, (2) for resale service, (3) for a Contract Demand of 30 kW or more, (4) whenever the monthly registered demand equals or exceeds 35 kW in two or more of the preceding 12 months, or (5) whenever the monthly registered demand equals or exceeds 50 kW. The Company may at any time conduct a test or install a demand meter to determine the maximum 15 minute demand.

When the Customer has installed generating or converting equipment that can operate in parallel with the Company's service, the Customer shall install the protective equipment acceptable to the Company that will protect the Company's employees, its other customers, and its distribution system. The Company shall have the right to suspend delivery of electricity to the Customer with such generating or converting equipment until the Customer has installed the protective equipment.

# APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire type or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

### CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

### MONTHLY RATE

- I. For Single-Phase Service:
  - A. Service used during the calendar months of June through September:
    - 1. <u>Basic Customer Charge</u>:

\$21.00

- B. Service used during the calendar months of October through May:
- 1. <u>Basic Customer Charge</u>:

\$21.00

2. <u>kWh Energy Charge</u>:

2. <u>kWh Energy Charge</u>:

22.799¢ per on-peak kWh 11.776¢ per shoulder kWh 6.264¢ per off-peak kWh 20.594¢ per on-peak kWh 11.225¢ per shoulder kWh 6.264¢ per off-peak kWh

The minimum monthly charge shall be the Basic Customer Charge.

II. For Three-Phase Service:

The bill computed for single-phase service plus \$7.00.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month Industrial/Public Authority Classification - \$49.42/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

IV. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

# DETERMINATION OF ON-PEAK, SHOULDER, AND OFF-PEAK HOURS

I. Service used beginning at 12:00 midnight March 31, and ending at 12:00 midnight September 30:

- A. The on-peak hours are defined as the hours between 1:00 p.m. and 6:00 p.m. Monday through Friday, excluding holidays defined as off-peak.
- B. The shoulder hours are defined as the hours between 11:00 a.m. and 1:00 p.m. and between 6:00 p.m. and 8:00 p.m. Monday through Friday, excluding holidays defined as off-peak.
- C. The off-peak hours are defined as all other hours, plus holidays defined as off-peak.
- II. Service used beginning at 12:00 midnight September 30, and ending at 12:00 midnight March 31:
  - A. The on-peak hours are defined as the hours between 6:00 a.m. and 9:00 a.m. Monday through Friday, excluding holidays defined as off-peak.
  - B. The shoulder hours are defined as the hours between 9:00 a.m. and noon and between 5:00 p.m. and 8:00 p.m. Monday through Friday, excluding holidays defined as off-peak.
  - C. The off-peak hours are defined as all other hours, plus holidays defined as off-peak.
- III. <u>Off-Peak Holidays</u>:

All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

# CONTRACT PERIOD

The Contract Period shall not be less than one year; except for short-term, construction, or temporary service, the Contract Period may be for the period requested by the Customer and in such event the Customer agrees:

- 1. That the service supplied shall be for a continuous period until disconnected; and
- 2. That where it is necessary for the Company to extend lines, erect transformers, or do any work necessary to supply service, except the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with Line Extension Plan E.

# GENERAL

Service under this Schedule is subject to the Company's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

# ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule SGS-TOUE-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

G-3

#### MEDIUM GENERAL SERVICE SCHEDULE MGS-74

#### AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer at a single point of delivery, at one of the Company's standard voltages, with a Contract Demand or a registered or computed demand of 30 kW and greater, but less than 1,000 kW. This Schedule is also available to an existing nonresidential customer if served under the Small General Service Schedule SGS on September 24, 1982 with: (1) a Contract Demand of 1,000 kW or more, until such time as service is terminated, or service is elected under another available schedule; or (2) a Contract Demand below 1,000 kW until such time as the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months or the Customer's Contract Demand is increased to 1,000 kW or more, whereupon this Schedule will no longer be available thereafter.

This Schedule is not available: (1) for residential service; (2) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (3) for resale service; or (4) for a new customer after September 23, 1982 with a Contract Demand of 1,000 kW or more, or whenever the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months.

#### MONTHLY RATE

- I. For Single-Phase Service:
  - A. Customer Charge: \$28.50 per month
  - B. Billing Demand: \$6.94 per kW
  - C. Kilowatt-Hour Energy Charge: 7.298¢ per kWh for all kWh
- II. For Three-Phase Service:

The bill computed for single-phase service plus \$7.00.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month Industrial/Public Authority Classification - \$49.42/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

IV. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

### CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

# BILLING DEMAND

The Billing Demand shall be the greater of: (1) the maximum kW registered or computed, by or from the Company's metering facilities, during any 15-minute interval within the current billing month; (2) 80% of the maximum 15-minute demand during the billing months of July through October of the preceding 11 billing months; (3) 60% of the maximum monthly 15-minute demand during the billing months of November through June of the preceding 11 billing months; (4) 75% of the Contract Demand until such time as the Billing Demand first equals or exceeds the effective Contract Demand; or (5) 25 kW.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

## CONTRACT PERIOD

The Contract Period shall not be less than one year; except for short-term, construction, or temporary service, the Contract Period may be for the period requested by the Customer and in such event the Customer agrees:

- I. That the service supplied shall be for a continuous period until disconnected; and
- II. That where it is necessary for the Company to extend lines, erect transformers, or do any work necessary to supply service, except the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with Line Extension Plan E.

### **GENERAL**

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule MGS-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

### SEASONAL OR INTERMITTENT SERVICE SCHEDULE SI-74

# AVAILABILITY

This Schedule is available for a nonresidential customer at a single point of delivery, at one of the Company's standard voltages, and whose operation is normally seasonal or varies greatly from month to month; whose actual kW demand for at least two consecutive months is less than 30% of the greater of the Contract Demand or maximum demand registered in the preceding 12 months; and whose Contract Demand or registered or computed demand is 30 kW or more.

This Schedule is not available for short-term, construction, temporary, breakdown, standby, or supplementary service or for Contract Demands or loads of less than 30 kW or greater than 100,000 kW.

### CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

#### MONTHLY RATE

I. For those months when service is used:

For Single-Phase Service:

- A. \$28.50 Customer Charge
- B. Kilowatt-hour Energy Charge:

13.015¢ per kWh for the first 2,000 kWh

10.750¢ per kWh for all additional kWh

### For Three-Phase Service:

The bill computed for single-phase service plus \$7.00.

II. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month

Industrial/Public Authority Classification - \$49.42/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

- III. A charge will be added to the monthly bill in each of three consecutive months in each contract year to be referred to as facilities charge months. Facilities charge months shall begin with the first month service is taken or as specified in the Service Agreement but shall not begin later than the tenth month of the contract year. The charge to be added during each facilities charge month will be determined as follows:
  - \$41.00 Customer Seasonal Charge
  - \$ 1.84 per kW Facilities Charge for each kW of demand registered in the first facilities charge month or the maximum 15-minute registered demand in the previous 11 months or the Contract Demand, whichever is greater.

## IV. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

# **REMOVAL OF FACILITIES**

If the Customer is not using service or is only partially using service, the Company may, after notice to the Customer, remove any of its transformers and other equipment (other than structures and conductors) or may substitute other equipment for that which is being only partially used by the Customer. In either event, the Company will furnish and install, at its own expense, the same or equivalent equipment, or any needed substitute equipment, at the time the Customer notifies the Company of their desire to resume taking service.

# CONTRACT PERIOD

The Contract Period shall not be less than one year, except where the Customer fails to meet the availability requirement of this Schedule.

## GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule SI-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

Application Exhibit A NCUC Docket No. E-2, Sub 1300 Page 23 of 235

Duke Energy Progress, LLC (North Carolina Only)

G-5

# SMALL GENERAL SERVICE (TIME-OF-USE) SCHEDULE SGS-TOU-74

# AVAILABILITY

This Schedule is available on a voluntary basis for electric service used by a nonresidential customer with an initial Contract Demand of 30 kW or greater but less than 1,000 kW. This Schedule is also available to an existing nonresidential customer with a Contract Demand below 30 kW (1) if service is also received under Net Metering for Renewable Energy Facilities Rider NM or (2) if served under the Small General Service (Time-of-Use) Schedule SGS-TOU before December 1, 2013, until such time as service is terminated or service is elected under another available schedule.

This Schedule is not available: (1) for residential service; (2) for breakdown, standby, or supplementary service, unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (3) for resale service; (4) for new applicants with a Contract Demand below 30 kW on and after December 1, 2013; or (5) whenever the registered or computed demand equals or exceeds 1,000 kW and an increase in the capacity of Company's facilities is required.

# APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

# TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire type or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

### CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

# MONTHLY RATE

- I. Service used during the calendar months of June through September:
  - A. <u>Basic Customer Charge</u>:

\$35.50

- B. <u>kW Demand Charge</u>:
  - 1. \$ 13.51 per kW for all kW of on-peak Billing Demand
  - 2. \$ 1.40 per kW for all off-peak excess Billing Demand

C. <u>kWh Energy Charge</u>:

5.748¢ per on-peak kWh 4.431¢ per off-peak kWh

- II. Service used during the calendar months of October through May:
  - A. <u>Basic Customer Charge</u>:

\$35.50

- B. <u>kW Demand Charge</u>:
  - 1. \$11.40 per kW for all kW of on-peak Billing Demand 2. \$1.40 per kW for all off-peak excess Billing Demand
- C. <u>kWh Energy Charge</u>:

5.748¢ per on-peak kWh 4.431¢ per off-peak kWh

## III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month Industrial/Public Authority Classification - \$49.42/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

IV. Minimum Bill:

The minimum monthly charge shall be the sum of (1) the Basic Customer Charge, (2) the REPS Adjustment, (3) 5.443 ¢ per kWh, and (4) 1.40 per kW for the higher of: (a) the Contract Demand or (b) the maximum monthly 15-minute demand during the current and preceding 11 billing months.

V. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

### BILLING DEMANDS

- I. The on-peak Billing Demand shall be the maximum demand registered or computed from Company's metering facilities used in the on-peak hours of the current month during any 15-minute interval.
- II. The off-peak excess Billing Demand is the maximum demand registered or computed from Company's metering facilities used during any 15-minute interval in the off-peak hours of the current month less the on-peak Billing Demand.

### DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

# I. On-Peak Hours:

A. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 10:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

B. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

II. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

## SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

### PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

### CONTRACT PERIOD

The Contract Period shall not be less than one year, except where Customer fails to meet the availability requirements of this Schedule. For short-term, construction, or temporary service, the Contract Period may be for the period requested by the Customer and in such event Customer agrees:

- I. That the service supplied shall be for a continuous period until discontinued; and
- II. That where it is necessary for Company to extend lines, erect transformers, or do any work necessary to supply service, Customer shall pay for the line extension in accordance with Line Extension Plan E.

### **GENERAL**

Service rendered under this Schedule is subject to the provisions of the Company's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

# ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule SGS-TOU-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

## CHURCH SERVICE (TIME-OF-USE) SCHEDULE CH-TOUE-74

## AVAILABILITY

This schedule is available on a voluntary basis for electric service used by churches with a Contract Demand or a registered or computed demand of 30 kW and greater, but less than 1,000 kW.

This Schedule is not available: (1) for residential service; (2) for short-term, construction, temporary, breakdown, standby, or supplementary service; (3) for resale service; (4) for a Contract Demand of 1,000 kW or more; (5) whenever the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months and an increase in the capacity of Company's facilities is required; (6) whenever the registered or computed demand equals or (7) for electric service to a building which is wholly or partially used for other purposes not specifically provided for by the provisions of this Schedule.

Company has the right to install, operate, and monitor special equipment to measure Customer's load characteristics.

#### APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

#### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire type or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

#### CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

### MONTHLY RATE

- I. For Service used during the calendar months of June through September:
  - A. <u>Basic Customer Charge</u>: \$35.50
  - B. <u>kWh Energy Charge</u>:
    22.829¢ per on-peak kWh
    6.175¢ per off-peak kWh
- II. For Service used during the calendar months of October through May:
  - A. <u>Basic Customer Charge</u>: \$35.50

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- B. <u>kWh Energy Charge</u>: 21.462¢ per on-peak kWh 6.175¢ per off-peak kWh
- III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

IV. Minimum Bill:

The minimum monthly charge shall be the sum of (1) the Basic Customer Charge, (2) the REPS Adjustment, (3)  $5.582\phi$  per kWh and (4) \$1.40 per kW for the higher of: (a) the Contract Demand or (b) the maximum monthly 15-minute demand registered or computed from Company's metering facilities during the current and preceding 11 billing months.

V. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

# DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

- I. On-Peak Hours:
  - A. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 10:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

B. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

II. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will also be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

# CONTRACT PERIOD

The Contract Period shall be on a monthly basis. For a Customer who has previously received service under this Schedule or its predecessors, the Contract Period shall not be less than one year.

# **GENERAL**

Service rendered under this Schedule is subject to the provisions of the Company's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

# ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule CH-TOUE-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

## GENERAL SERVICE (THERMAL ENERGY STORAGE) SCHEDULE GS-TES-74

## AVAILABILITY

This Schedule is available on a voluntary basis for electric service when used for thermal storage equipment to provide space conditioning requirements by a nonresidential customer with a Contract Demand less than 4,000 kW. Thermal storage equipment as defined herein must incorporate storage mediums of water, ice, or other phase change materials and would normally utilize electrical loads of chillers, boilers, pumps, or fans.

This Schedule is not available: (1) for residential service; (2) for temporary service; (3) for service used for purposes other than thermal storage space conditioning equipment; (4) for breakdown, standby, or supplementary service; (5) for resale service; or (6) for a Contract Demand of 4,000 kW or more.

### APPLICABILITY

This Schedule is applicable to electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

#### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire type or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

#### CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

### MONTHLY RATE

I.	Basic Customer Charge:	
	For Contract Demands less than 1,000 kW*	\$35.50
	For Contract Demands of 1,000 kW or greater	\$200.00

\*If the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months, the Basic Customer Charge shall be increased to \$200.00 thereafter.

#### II. <u>kW Demand Charge</u>:

		Service Rendered During the Calendar Months Of:	
		June through September	October through May
A.	On-Peak Billing Demand	\$13.36 per kW	\$12.02 per kW
В.	Off-Peak Excess Billing Demand	\$1.40 per kW	\$1.40 per kW

III. <u>kWh Energy Charge</u>:

5.114¢ per on-peak kWh 4.846¢ per off-peak kWh

IV. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month Industrial/Public Authority Classification - \$49.42/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

V. <u>Minimum Bill</u>:

The minimum monthly charge shall be the sum of (1) the Basic Customer Charge, (2) the REPS Adjustment, (3)  $5.443\phi$  per kWh, and (4) 1.40 per kW for the higher of: (a) the Contract Demand or (b) the maximum monthly 15-minute demand during the current and preceding 11 billing months.

VI. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

### **BILLING DEMANDS**

- I. The on-peak Billing Demand shall be the maximum demand registered or computed from Company's metering facilities used in the on-peak hours of the current month during any 15-minute interval.
- II. The off-peak excess Billing Demand is the maximum demand registered or computed from Company's metering facilities used during any 15-minute interval in the off-peak hours of the current month less the on-peak Billing Demand.

### DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

- I. On-Peak Hours:
  - A. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 12:00 noon and 8:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

B. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

## II. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

## PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

## CONTRACT PERIOD

The Contract Period shall not be less than one year.

### <u>GENERAL</u>

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule GS-TES-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

### AGRICULTURAL POST-HARVEST PROCESSING (EXPERIMENTAL THERMAL ENERGY STORAGE) SCHEDULE APH-TES-74

## AVAILABILITY

This Schedule is available on an experimental basis for electric service to the first ten customers applying when used by thermal storage equipment installed for the post-harvest processing of fruits and vegetables. Thermal storage equipment as defined herein must incorporate storage mediums of water, ice, or other phase change materials and would normally utilize electrical loads of chillers, boilers, pumps, or fans. The Contract Demand must be less than 1,000 kW.

This Schedule is not available: (1) for service used for purposes other than thermal storage equipment utilized in the processing of fruits and vegetables; (2) for temporary service; (3) for breakdown, standby, or supplementary service; (4) for resale service; (5) for a Contract Demand of 1,000 kW or more; or (6) whenever the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months.

#### APPLICABILITY

This Schedule is applicable to electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

#### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire type or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

#### CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

### MONTHLY RATE

I. <u>Basic Customer Charge</u>:

\$35.50

II. <u>kW Demand Charge</u>:

		Service Rendered During the Calendar Months Of:	
		June through September	October through May
A.	On-Peak Billing Demand	\$13.36 per kW	\$12.02 per kW
B.	Off-Peak Excess Billing Demand	\$ 1.40 per kW	\$ 1.40 per kW

Oct 06 2022

### III. <u>kWh Energy Charge</u>:

5.114¢ per on-peak kWh 4.846¢ per off-peak kWh

IV. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month Industrial/Public Authority Classification - \$49.42/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

V. <u>Minimum Bill</u>:

The minimum monthly charge shall be the sum of (1) the Basic Customer Charge, (2) the REPS Adjustment, (3)  $5.443 \notin$  per kWh, and (4) 1.40 per kW for the higher of: (a) the Contract Demand or (b) the maximum monthly 15-minute demand during the current and preceding 11 billing months.

VI. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

# BILLING DEMANDS

- I. The on-peak Billing Demand shall be the maximum demand registered or computed from Company's metering facilities used in the on-peak hours of the current month during any 15-minute interval.
- II. The off-peak excess Billing Demand is the maximum demand registered or computed from Company's metering facilities used during any 15-minute interval in the off-peak hours of the current month less the on-peak Billing Demand.

# DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

- I. On-Peak Hours:
  - A. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 12:00 noon and 8:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

B. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

## II. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

## CONTRACT PERIOD

The Contract Period shall not be less than one year.

## <u>GENERAL</u>

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule APH-TES-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

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Oct 06 2022

Duke Energy Progress, LLC (North Carolina Only)

### LARGE GENERAL SERVICE SCHEDULE LGS-74

### AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer with either a Contract Demand that equals or exceeds 1,000 kW or whenever the registered or computed demand equals or exceeds 1,000 kW in the preceding 12 months.

This Schedule is not available: (1) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (2) for resale service; or (3) for any new customer with a Contract Demand in excess of 100,000 kW.

#### APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

#### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 3 or 4 wires, at Company's standard voltages of 480 volts or higher or the voltage at which Customer was being served on September 24, 1982. When Customer desires two or more types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

#### CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

### MONTHLY RATE

I. <u>Basic Customer Charge</u>:

\$200.00

II. <u>kW Demand Charge</u>:

\$15.02 per kW for the first 5,000 kW of Billing Demand \$14.02 per kW for the next 5,000 kW of Billing Demand \$13.02 per kW for all over 10,000 kW of Billing Demand

III. <u>kWh Energy Charge</u>:

5.363¢ per kWh

### IV. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month Industrial/Public Authority Classification - \$49.42/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

# V. <u>Transformation Discounts</u>:

When Customer owns the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, the charge per kW of Billing Demand and per kWh will be reduced in accordance with the following:

Transmission Service	Distribution Service
Transformation Discount	Transformation Discount
\$0.52/kW	\$0.45/kW
\$0.00021/kWh	\$0.00008/kWh

Transmission: For Customer to qualify for the Transmission Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, necessary to take service at the voltage of the 69 kV, 115 kV, or 230 kV transmission line from which Customer received service.

Distribution: For Customer to qualify for the Distribution Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, necessary to take service from the distribution line of 12.47 kV or higher from which Customer receives service. The distribution service source must be from a general distribution line and must be from other than a transmission-to-distribution substation built primarily for Customer's use in order to qualify for the Distribution Service Transformation Discount. A general distribution line is a 12.47 kV or higher voltage distribution line built to serve the general area and not built primarily to serve a specific customer.

Company shall have the option to install high-side metering equipment or low-side metering equipment compensated for Customer-owned transformer and line losses.

Any facilities which Company provides above those which Company would normally have utilized to service Customer's Contract Demand shall be considered as Extra Facilities. Any Company-owned protection system installed when service is directly from Company's 69 kV, 115 kV, or 230 kV transmission system or a distribution line of 12.47 kV or higher shall be considered Extra Facilities.

If changing conditions on Company's electrical system make continuation of the current delivery voltage impractical, Customer shall be responsible for all costs for the conversion beyond the point of delivery except any Company-owned metering equipment. At the time of the conversion, Company reserves the right to provide service at one of its available voltages.

Oct 06 2022

If subsequent changes in the use of Company's facilities occur which cause the reclassification of either transformers or lines, Customer's entitlement to the discount may be changed.

VI. <u>Minimum Bill</u>:

The minimum monthly charge shall be the Basic Customer Charge plus the REPS Adjustment plus a charge for 1,000 kW.

# VII. <u>Storm Securitization Charge:</u>

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

# BILLING DEMAND

The Billing Demand shall be the maximum kW registered or computed, by or from Company's metering facilities, during any 15-minute interval within the current billing month. However, the Billing Demand shall not be less than the greater of: (1) 80% of the maximum monthly 15-minute demand during the billing months of July through October of the preceding 11 billing months, or (2) 60% of the maximum monthly 15-minute demand during the billing months of November through June of the preceding 11 billing months, or (3) 75% of the Contract Demand until such time as the Billing Demand first equals or exceeds the effective Contract Demand, or (4) 1,000 kW.

# POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.32 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAr) registered by a demand meter suitable for measuring the demands used during a 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

# CONTRACT PERIOD

The Contract Period shall not be less than one year; except for short-term, construction or temporary service, the Contract Period may be for the period requested by Customer and in such event Customer agrees:

- 1. That the service supplied shall be for a continuous period until disconnected; and
- 2. That where it is necessary for Company to extend lines, erect transformers, or do any work necessary to supply service, Customer shall pay for the line extension in accordance with Line Extension Plan E.

## GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule LGS-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

### LARGE GENERAL SERVICE (TIME-OF-USE) SCHEDULE LGS-TOU-74

# AVAILABILITY

This Schedule is available on a voluntary basis for electric service used by a nonresidential customer with either a Contract Demand that equals or exceeds 1,000 kW or whenever the registered or computed demand equals or exceeds 1,000 kW in the preceding 12 months.

This Schedule is not available: (1) for breakdown, standby, or supplementary service, unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (2) for resale service; (3) for short-term or temporary service; or (4) for any new customer with a Contract Demand in excess of 100,000 kW.

### APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 3 or 4 wires, at Company's standard voltages of 480 volts or higher or the voltage at which Customer was being served on September 19, 1983. When Customer desires two or more types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

### CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

### MONTHLY RATE

- I. <u>Basic Customer Charge</u>: \$200.00
- II. <u>kW Demand Charge</u>:

		<u>Service Rendered During the Calendar Months Of:</u>		
		June through September	October through May	
A.	On-Peak Billing Demand: First 5,000 kW of	#22.14 LVV	¢10.61 1.W	
	Billing Demand	\$23.14 per kW	\$19.61 per kW	
	For the next 5,000 kW of Billing Demand	\$22.14 per kW	\$18.61 per kW	
	All over 10,000 kW of Billing Demand	\$21.14 per kW	\$17.61 per kW	
B.	All off-peak excess Billing Demand	\$ 1.05 per kW	\$ 1.05 per kW	

Oct 06 2022

III. <u>kWh Energy Charge</u>:

4.795¢ per on-peak kWh 4.286¢ per off-peak kWh

IV. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month Industrial/Public Authority Classification - \$49.42/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

V. <u>Transformation Discounts</u>:

When Customer owns the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, the charge per kW of on-peak Billing Demand and per kWh will be reduced in accordance with the following:

Transmission Service	Distribution Service
Transformation Discount	Transformation Discount
\$0.52/kW	\$0.45/kW
\$0.00021/kWh	\$0.00008/kWh

Transmission: For Customer to qualify for the Transmission Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, necessary to take service at the voltage of the 69 kV, 115 kV, or 230 kV transmission line from which Customer received service.

Distribution: For Customer to qualify for the Distribution Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, necessary to take service from the distribution line of 12.47 kV or higher from which Customer receives service. The distribution service source must be from a general distribution line and must be from other than a transmission-to-distribution substation built primarily for Customer's use in order to qualify for the Distribution Service Transformation Discount. A general distribution line is a 12.47 kV or higher voltage distribution line built to serve the general area and not built primarily to serve a specific customer.

Company shall have the option to install high-side metering equipment or low-side metering equipment compensated for Customer-owned transformer and line losses.

Any facilities which Company provides above those which Company would normally have utilized to service Customer's Contract Demand shall be considered as Extra Facilities. Any Company-owned protection system installed when service is directly from Company's 69 kV, 115 kV, or 230 kV transmission system or a distribution line of 12.47 kV or higher shall be considered Extra Facilities.

If changing conditions on Company's electrical system make continuation of the current delivery voltage impractical, Customer shall be responsible for all costs for the conversion beyond the point of delivery except any Company-owned metering equipment. At the time of the conversion, Company reserves the right to provide service at one of its available voltages.

If subsequent changes in the use of Company's facilities occur which cause the reclassification of either transformers or lines, Customer's entitlement to the discount may be changed.

VI. Minimum Bill:

The minimum monthly charge shall be the Basic Customer Charge plus the REPS Adjustment plus a charge for 1,000 kW at the off-peak excess demand rate.

VII. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

### **BILLING DEMANDS**

- I. The on-peak Billing Demand shall be the maximum demand registered or computed by or from Company's metering facilities used in the on-peak hours of the current month during any 15-minute interval.
- II. The off-peak excess Billing Demand is the maximum demand registered or computed by or from Company's metering facilities used during any 15-minute interval in the off-peak hours of the current month less the on-peak Billing Demand.

### DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

- I. On-Peak Hours:
  - A. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 10:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

B. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

II. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

### POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.32 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAr) registered by a demand meter suitable for measuring the demand used during a 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

### SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

### PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

### **RIDER APPLICATIONS**

When this Schedule is used in conjunction with any applicable rider, the charges, if any, as stated in the rider will be adjusted to reflect the on-peak and off-peak periods and on-peak and off-peak charges in this Schedule unless specific and different on-peak and off-peak periods and charges are stated in the rider.

### CONTRACT PERIOD

The Contract Period shall not be less than one year.

### **GENERAL**

Service rendered under this Schedule is subject to the provisions of the Service Regulations and any changes therein, substitutions therefore, or additions thereto lawfully made.

### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule LGS-TOU-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219 Oct 06 2022

### LARGE GENERAL SERVICE (REAL TIME PRICING) SCHEDULE LGS-RTP-74

# AVAILABILITY

This Schedule is available for electric service to a maximum of eighty-five (85) nonresidential Customer accounts with a Contract Demand that equals or exceeds 1,000 kW.

This Schedule is not available: (1) for short-term or temporary service; (2) for electric service in conjunction with Incremental Power Service Rider IPS or Dispatched Power Rider No. 68; (3) for electric service in conjunction with Economic Development Rider ED and Large Load Curtailable Rider LLC, except as provided for in the RTP Base Charge; or (4) for any new Customer with a Contract Demand in excess of 50,000 kW.

Power delivered under this Schedule shall not be used for resale, or as a substitute for power contracted for or which may be contracted for under any other schedule of Company, except at the option of Company, under special terms and conditions expressed in writing in the contract with Customer. Customer shall be required to furnish and maintain a communication link and equipment suitable to support remote reading of Company's meter serving Customer and to support daily receipt of the Hourly Real Time Pricing (RTP) rates. Customer may use emergency or back-up generation to respond to RTP hourly rates without receiving standby service.

### APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 3 or 4 wires, at Company's standard voltages of 480 volts or higher. When Customer desires two or more types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the type of service necessary for Customer's requirements will be supplied under this Schedule.

### CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

# CUSTOMER BASELINE LOAD (CBL)

Company shall establish a Customer Baseline Load (CBL), expressed in kilowatt-hours, using one complete year of Customer-specific hourly load data that, in Company's opinion, represents Customer's electricity consumption pattern and is typical of Customer's operation for billing under the otherwise applicable tariffs and from which to measure changes in consumption for billing pursuant to this Schedule. For situations in which hourly load data are not available, a CBL will be constructed by Company using load shapes of Customers with similar usage patterns and from relevant information provided by Customer and verified by Company. The initial CBL shall consider verifiable changes in Customer's operation such as (1) installation of permanent energy efficiency measures; (2) permanent removal or addition of Customer's equipment; (3) one-time extraordinary events such as natural disasters; (4) annual plant shutdowns or other random variations in the load patterns; and (5) other on-going changes in demand. The CBL for new Customers will be calculated in the same manner as the CBL for existing Customers. Establishment of a CBL is a precondition for use of this Schedule.

# SUBSEQUENT CBL ADJUSTMENT

After the initial CBL is established, it shall only be subject to an adjustment at Customer's request by providing 30-days advance written notice. Any downward adjustment is subject to Company's concurrence and will be consistent with the principles of initial CBL establishment.

# CBL CALENDAR MAPPING

To provide Customer with the appropriate CBL for the RTP Service Year, the hourly consumptions established by the CBL shall be calendar-mapped to the corresponding day of the RTP Service Year. Calendar-mapping is a day-matching method to ensure that Mondays are matched to Mondays, holidays to holidays, etc.

The CBL shall be established by first identifying holidays and then grouping the remaining days (i.e., Mondays, Tuesdays, etc.) and averaging over the calendar month to result in hourly consumption for a typical week in each calendar month. The CBL result shall then be adjusted for each calendar month to reflect annual plant shutdowns, holidays, or other known work stoppages during the next RTP Service Year. Calendar-mapping is performed prior to each annual renewal of service under this Schedule after adjustments, if any, are made to the CBL.

### MONTHLY RATE

The monthly rate shall consist of the following charges:

I. <u>RTP Administrative Charge</u>:

\$165.00

- II. <u>RTP Base Charge</u>:
  - RTP Base Charge = Monthly Bill for the CBL consumption and monthly billing demand of the current billing month pursuant to the conventional LGS Class tariffs under which Customer either previously received service or would have elected to receive service prior to electing this Schedule. When the conventional tariffs include Economic Development Rider ED or Large Load Curtailable Rider LLC, the provisions of these Riders shall only apply to the CBL usage.

# III. <u>RTP Hourly Energy Charge Adjustment:</u>

RTP Hourly Energy Charge	=	$\Sigma$ {Hourly RTP Rate X (Hourly Consumption - CBL Consumption)}
where:		
Σ	=	The summation of the RTP charges and credits for each hour of the current billing month.

The Hourly RTP Rate shall be determined based upon the following formula:

Hourly RTP Rate	=	(MENERGY + CAP + ADDER) X (1 + TAXES)
where: MENERGY	=	Marginal Energy Cost per kilowatt-hour including marginal fuel, variable operating and maintenance expenses, and delivery losses

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CAP		=	Tiered Capacity Charge per kilowatt-hour applicable whenever the day-ahead forecast of the ratio of hourly available generation to hourly demand is equal or less than 1.15
ADD	ÞER	=	$\beta$ X (Class Rate-Hourly Marginal Cost), but not less than zero
	where:		
	β	=	a fixed value equal to 0.20
	Class Rate	=	the prior calendar year average rate per kilowatt-hour under the conventional tariffs applicable to the LGS class, as updated annually effective with the February billing
	Hourly Marginal		
	Cost	=	the sum of the specific hour's kilowatt-hour price for MENERGY and CAP, all as defined above
TAX	ES	=	NC Regulatory Fee (currently 0.13%)

### IV. Facilities Demand Charge:

per kW of Facilities Demand for service provided from:

Transmission System (voltage of 69 kV or higher) without transformation	\$1.88/kW
Transmission System (voltage of 69 kV or higher) with one transformation	\$2.40/kW
Distribution System (voltage below 69 kV) without transformation	\$3.17/kW
Distribution System (voltage below 69 kV) with one transformation	\$3.61/kW

The kW of Facilities Demand shall be the greater of (1) the Contract Demand or (2) the maximum demand registered or recorded by Company's meter during a 15-minute interval in the current billing month, in excess of the maximum 15-minute billing demand included in the CBL applicable to the current billing month. The Contract Demand used to determine the Facilities Demand shall exclude any Standby Service kW, when applicable.

# V. <u>Rider Adjustments:</u>

DSM/EE/CPRE Incremental Charge = (Actual Consumption – CBL Consumption) X Rider Adjustment

where:

Actual Consumption = kWh consumed during the billing month

CBL Consumption = kWh billed as the CBL during the billing month

Rider Adjustment = Sum of the DSM/EE, DSM/EE EMF, and CPRE rate adjustments during the current billing month

### VI. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

# VII. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month Industrial/Public Authority Classification - \$49.42/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

# PROVISION OF STANDBY SERVICE

If service is received under a standby or back-up service tariff prior to service under this Schedule, the use of standby service shall be excluded from initial determination of the CBL. The RTP Base Charge, as set forth in the Monthly Rate provision above, shall include billing of Supplementary Service but shall not include charges related to use of Standby Service. The Monthly Rate provisions of the applicable standby or back-up service tariff shall be calculated assuming no standby or back-up service was used with any actual use of Standby Service being billed pursuant to the RTP Hourly Energy Charge provisions of this Schedule. All other provisions of the applicable standby or back-up service tariff apply.

# POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.32 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAr) registered by a demand meter suitable for measuring the demand used during a 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

# CUSTOMER RATE NOTIFICATION

Company will notify Customer of the hourly prices via electronic mail, or other method of communications acceptable to Company, by 4 p.m. of the preceding business day. Prices for Saturday, Sunday, and Monday will generally be available on the preceding Friday. For a recognized holiday and the day following the holiday, prices will be available the preceding Company business day. Whenever prices are provided in excess of a day ahead and updated projections would result in significantly different prices, Company reserves the right to issue revised prices provided such prices are conveyed no later than 4 p.m. on the preceding calendar day.

Company is not responsible or liable for Customer's failure to receive and act upon the hourly prices. If Customer does not receive these prices, it is Customer's responsibility to inform Company so that future prices may be supplied.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

# CONTRACT PERIOD

The Contract Period shall be monthly and will be automatically renewed unless terminated by either party by giving not less than thirty (30) days written notice of termination.

# **GENERAL**

Service rendered under this Schedule is subject to the provisions of the Service Regulations and any changes therein, substitutions therefore, or additions thereto lawfully made.

Where Customer's other source of power is connected electrically or mechanically to equipment which may be operated concurrently with service supplied by Company, Customer shall install and maintain at his expense such devices as may be necessary to protect his equipment and service and to automatically disconnect his generating equipment, which is operated in parallel with Company, when service used by Customer is affected by electrical disturbances on Company's or Customer's systems. Should Company determine that Customer's facilities are not adequate to protect Company's facilities, Company may install the necessary facilities and Customer shall pay for the extra facilities in accordance with Company's Service Regulations.

Company makes no representation regarding the benefits of Customer subscribing to this Schedule. Customer, in its sole discretion, shall determine the feasibility and benefits of Customer subscribing to this Schedule.

Supersedes Schedule LGS-RTP-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219 Duke Energy Progress, LLC (North Carolina Only)

### CHURCH AND SCHOOL SERVICE SCHEDULE CSG-74

# AVAILABILITY

This Schedule is available for electric service used in a church plant contracting to pay for service for 12 months in each calendar year when Company does not own equipment, other than meters or metering equipment, on Customer's side of the point of delivery.

This Schedule is also available for electric service used in educational and recreational buildings operated as an educational institution of elementary or high school level provided that no part of the school is used for boarding facilities to accommodate students or faculty members.

This Schedule is not available for service to other types of schools, such as an industrial, vocational or training school; or for service to a building which is wholly or partially used for other purposes not specifically provided for by the provisions of this Schedule; or for breakdown, standby, or supplementary service.

This Schedule is not available for new applications after June 30, 1977. Customer will be billed on this Schedule until Customer requests another available schedule or until Company's review of the preceding 12 months' history indicates the total annual bill on another available schedule would have been equal to or less than billing under this Schedule.

### APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire type or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

### MONTHLY RATE

- I. For Single-Phase Service:
  - A. Customer Charge: \$28.50
  - B. Kilowatt-hour Energy Charge: 22.901¢ per kWh
- II. For Three-Phase Service:

The bill computed for single-phase service plus \$7.00.

Oct 06 2022

- Minimum: The minimum charge shall be the sum of (1) the Customer Charge, (2) the Three-Phase charge, if applicable, (3) the REPS Adjustment, (4) \$3.26 for each kW, and (5) 5.582¢ per kWh. The kW of Demand shall be the greater of (a) the Contract Demand or (b) the maximum kW registered or computed, by or from Company's metering facilities, during any 15-minute interval within the current or preceding 11 billing months.
- III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

IV. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

### PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

### CONTRACT PERIOD

The Contract Period shall not be less than one year.

### **GENERAL**

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule CSG-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

### CHURCH AND SCHOOL SERVICE **SCHEDULE CSE-74**

# AVAILABILITY

This Schedule is available when permanently installed electric space heating equipment is the only type of space heating equipment installed in either: (1) all parts of the church plant; (2) in the church sanctuary and pertinent rooms thereto; (3) in all parts of the church plant, except the parts contained in item (2); (4) in a newly constructed church educational building with not less than 50% of the floor area of the existing church plant, excluding the parts contained in item (2); or (5) any separately metered church building comprising a part of the church plant.

This Schedule is also available for electric service used in educational and recreational buildings operated as an educational institution of elementary or high school level when permanently installed electric space heating equipment is the only type of equipment installed for space heating purposes and all installed cooking and water heating equipment is electrical, provided that no part of the school is used for boarding facilities to accommodate students or faculty members.

This Schedule is not available for service to other types of schools, such as an industrial, vocational or training school; or for service to a building which is wholly or partially used for other purposes not specifically provided for by the provisions of this Schedule; or for breakdown, standby, or supplementary service.

This Schedule is not available for new applications after June 30, 1977. Customer will be billed on this Schedule until Customer requests another available schedule or until Company's review of the preceding 12 months' history indicates the total annual bill on another available schedule would have been equal to or less than billing under this Schedule.

### APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the threephase 4 wire type will be supplied.

### MONTHLY RATE

- For Single-Phase Service: I.
  - A. Customer Charge: \$28.50
  - B. Kilowatt-hour Energy Charge: 14.463¢ per kWh
- II. For Three-Phase Service:

The bill computed for single-phase service plus \$7.00

Oct 06 2022

- Minimum: The minimum charge shall be the sum of (1) the Customer Charge, (2) the Three Phase 52 of 235 Charge, if applicable, (3) the REPS Adjustment, (4) \$3.26 for each kW, and (5) 5.582¢ per kWh. The kW of Demand shall be the greater of (a) the contract demand or (b) the maximum kW registered or computed, by or from Company's metering facilities, during any 15-minute interval within the current or preceding 11 billing months.
- III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

IV. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

### CONTRACT PERIOD

The Contract Period shall not be less than one year.

### **GENERAL**

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule CSE-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

### SMALL GENERAL SERVICE (CONSTANT LOAD) SCHEDULE SGS-TOU-CLR-74

### AVAILABILITY

This Schedule is available at Company's sole discretion for electric service used by a nonresidential customer with equipment that supports an expectation of constant operation at a single point of delivery, at one of the Company's standard voltages. Customer may be required to furnish Company engineering specifications, meter history results, or other evidence to support an expectation of a constant load. This Schedule is not available other applications. Customer shall notify Company in writing if Customer's equipment or mode of operation change to no longer support an expectation of constant operation.

### APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

### MONTHLY RATE

I. For Single-Phase Service:

\$21.00 Basic Facilities Charge

8.000¢ per kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$7.00.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month Industrial/Public Authority Classification - \$49.42/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

IV. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

### PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill

Application Exhibit A NCUC Docket No. E-2, Sub 1300 Page 54 of 235 not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# CONTRACT PERIOD

The Contract Period shall not be less than one year.

# **GENERAL**

Service under this Schedule is subject to the Company's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule SGS-TOU-CLR-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

G-15

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Oct 06 2022

# SMALL GENERAL SERVICE TIME OF USE WITH CRITICAL PEAK PRICING SCHEDULE SGS-TOU-CPP-74

# AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer at a single point of delivery, at one of the Company's standard voltages, with a Contract Demand of less than 30 kW, until the Customer's registered demand equals or exceeds 35 kW in two or more of the preceding 12 months, or until the Customer's registered demand equals or exceeds 50 kW.

This Schedule is not available: (1) for residential service, (2) for resale service, (3) for a Contract Demand of 30 kW or more, (4) whenever the monthly registered demand equals or exceeds 35 kW in two or more of the preceding 12 months, or (5) whenever the monthly registered demand equals or exceeds 50 kW. The Company may at any time conduct a test or install a demand meter to determine the maximum 15 minute demand.

When the Customer has installed generating or converting equipment that can operate in parallel with the Company's service, the Customer shall install the protective equipment acceptable to the Company that will protect the Company's employees, its other customers, and its distribution system. The Company shall have the right to suspend delivery of electricity to the Customer with such generating or converting equipment until the Customer has installed the protective equipment.

# APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

# TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire type or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

# CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

# MONTHLY RATE

- I. For Single-Phase Service:
  - A. Basic Customer Charge:

\$21.00

- B. <u>kWh Energy Charge:</u>
  - 1. 35.886¢ per Critical Peak kWh

- 2. 20.933¢ per On-Peak kWh
- 3. 12.419¢ per Off-Peak kWh
- 4. 9.820¢ per Discount kWh
- C. Minimum Bill:

The minimum monthly charge shall be the Basic Customer Charge.

II. For Three-Phase Service:

The bill computed for single-phase service plus \$7.00.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification – \$7.40/month Industrial/Public Authority Classification – \$49.42/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

IV. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

# DETERMINATION OF ON-PEAK, OFF-PEAK, AND DISCOUNT HOURS

	Applicable Days	Summer Hours <u>May – September</u>	Non-Summer Hours <u>October – April</u>
On-Peak Period:	Monday – Friday excluding Holidays*	6:00 pm – 9:00 pm	6:00 am – 9:00 am
Discount Period:	All days including Holidays*	1:00 am – 6:00 am	1:00 am – 3:00 am 11:00 am – 4:00 pm
Off-Peak Period:	All days including Holidays*	All hours that ar or Discour	

\*Holidays include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the holiday will be considered a holiday; when the holiday falls on a Sunday, the following Monday will be considered a holiday.

All hours are shown in Eastern Prevailing Time (EPT).

# DETERMINATION OF CRITICAL PEAK PRICING

The Company will call up to 20 Critical Peak Days per calendar year. The number of Critical Peak Days permitted annually may be exceeded in the event of a system emergency that is expected to place the Company's ability to provide reliable service to customers at risk.

During Company-designated Critical Peak Days, On-Peak Hours will become Critical Peak Hours. The Company may shift the Critical Peak Hours one hour earlier or later than the regular On-Peak Hours to provide flexibility for system operations; however, the number of Critical Peak Hours per day will remain the same as the number of On-Peak Hours that would have otherwise occurred. Any shift in Critical Peak Hours will be reflected in the customer notification.

# NOTIFICATION OF CRITICAL PEAK PRICING

The Company will notify customers of Critical Peak Days and applicable Critical Peak Hours by 4:00 pm on the prior day. Customers may elect to receive notifications by phone, email and/or text message. The Company will use its best efforts to notify customers by 4:00 pm on the prior day; however, notification of Critical Peak Days may occur at any time, but no later than one hour prior to the Critical Peak period. Receipt of Critical Peak Pricing notification is the Customer's responsibility.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

# CONTRACT PERIOD

The Contract Period shall not be less than one year; except for short-term, construction, or temporary service, the Contract Period may be for the period requested by the Customer and in such event the Customer agrees:

- 1. That the service supplied shall be for a continuous period until disconnected; and
- 2. That where it is necessary for the Company to extend lines, erect transformers, or do any work necessary to supply service, except the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with Line Extension Plan E.

# **GENERAL**

Service under this Schedule is subject to the Company's Service Regulations, and any changes therein, substitutions therefore, or additions thereto lawfully made.

# ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

Supersedes Schedule SGS-TOU-CPP-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Subs 1219

### TRAFFIC SIGNAL SERVICE SCHEDULE TSS-74

### AVAILABILITY

This Schedule is available for electric service supplied for the operation and illumination of traffic signals installed along public and private highways where Company has an existing secondary distribution line.

### **INSTALLATION**

The Company, for each signal or group of signals operating from one controller, will make its connection to Customer's service wire at a point one foot below the lowest support, carrying existing 120/240 volt conductors, or the equivalent, on the nearest pole. Customer will furnish, install, and maintain all service wires, fixtures, and other necessary equipment, including lamps and lamp renewals, for the installation and operation of all traffic signals.

### TYPE OF SERVICE

Alternating current, 60 hertz, single-phase, 2 wires, 120 volts nominal.

### DEFINITIONS

A One-way Signal is a signal with only one face which can be seen from only one approach.

A Multi-Direction Signal is a signal with more than one face each of which can be seen from only one approach.

#### MONTHLY RATE

### I. MONTHLY RATE PER SIGNAL

TYPE OF SIGNAL	With Lamps of 70 Operating for a M		With Lamps of 1: Operating for a M	
	16 Hours/kWh	24 Hours/kWh	<u>16 Hours/kWh</u>	<u>24 Hours/kWh</u>
Blinker Signal with				
One Lamp	\$ 2.00 / 19	\$2.70 / 28	\$3.62 / 33	\$5.05 / 49
One-way Signal with				
One Lamp	2.69 / 35	3.68 / 51	5.40 / 62	7.81 / 92
Two Lamps	3.28 / 35	4.37 / 51	6.71 / 62	9.23 / 92
Three Lamps	3.45 / 35	4.69 / 51	6.83 / 62	9.49 / 92
Four Lamps	4.34 / 50	6.08 / 75	9.41 / 91	13.05 / 135
Five Lamps (2)	3.45 / 35	4.69 / 51	6.83 / 62	9.49 / 92

- (1) When a customer elects to install a lamp of 120 watts or less, in lieu of 70 watts or less, in the red cycle of a One-way Signal with two or more lamps, then the rates for all One-way Signals with two, three, or four lamps will be increased by \$1.01 and \$1.28, respectively, for 16 hours and 24 hours of operation.
- (2) Used as indicating signals for a turning lane of traffic.
- II. Multi-Direction Signal

The rate for a Multi-Direction Signal is the sum of the applicable One-way Signal rate for each face of the Multi-Direction Signal.

Oct 06 2022

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

- IV. Minimum: The amount computed under the above rates but not less than \$21.00 plus the REPS Adjustment.
  - V. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

# PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

### CONTRACT PERIOD

The Contract Period shall not be less than one year.

# **GENERAL**

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy CPRE.

Supersedes Schedule TSS-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

### TRAFFIC SIGNAL SERVICE (METERED) SCHEDULE TFS-74

# AVAILABILITY

This Schedule is available for electric service supplied solely for the operation and illumination of traffic signals installed along public and private highways.

### **INSTALLATION**

The Company, for each signal or group of signals operating from one controller, will make its connection to Customer's service wire at a point where Company's conductors may be conveniently extended and terminated. Customer will furnish, install, and maintain all service wires, fixtures, and other necessary equipment, including lamps and lamp renewals, for the installation and operation of all traffic signals.

### APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

### MONTHLY RATE

- I. For Single-Phase Service:
  - A. For the cost to bill and provide facilities necessary to support consumption of electricity:

\$21.00 Customer Charge

B. For the cost of electricity consumed:

Kilowatt-Hour Energy Charge: 6.069¢ per kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$7.00.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

IV. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

# PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

### CONTRACT PERIOD

The Contract Period shall not be less than one year.

### **GENERAL**

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

### SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy CPRE.

Supersedes Schedule TFS-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

### AREA LIGHTING SERVICE SCHEDULE ALS-74

# AVAILABILITY

This Schedule is available for service supplied in the lighting of outdoor areas, private streets, and private driveways by means of mercury vapor, metal halide, sodium vapor lighting, and light emitting diode units. Lighting units will be bracket-mounted on Company-owned poles, and the mercury vapor lamps will be color-corrected.

This Schedule is not available for the lighting of dedicated streets or highways.

### **SERVICE**

Prior to installing area lighting facilities, Customer and Company must enter into an agreement for Area Lighting Service. The service supplied by Company will include the installation and operation, according to Company standards and requirements, of the area lighting units and will include the furnishing of electricity required for the illumination of the lamps from dusk to dawn. After Customer has notified Company that a lamp is not burning, Company will perform as soon as practicable, during regular working hours, the necessary maintenance to restore illumination. The lumen rating of the lighting units listed under the MONTHLY RATE indicates the class of lamp.

# MONTHLY RATE

### I. Overhead Service

<u>Basic Rate:</u> The basic rate per fixture defined below will be billed for installations of standard area lighting fixtures installed on Company's system distribution poles. The basic rate does not include the monthly charges for extra facilities, area lighting poles, underground service, Masterpiece Series Standard Facilities, or any contribution required under this Schedule.

	Monthly Charge <u>Per Fixture</u>	Monthly kWh <u>Per Fixture</u>
Light Emitting Diode Units		
LED 50	\$7.33	18
LED 50 floodlight	10.69	18
LED 75	7.50	25
LED 105	9.18	35
LED 130 floodlight	21.47	44
LED 150	11.80	54
LED 215	14.44	73
LED 220 Shoebox	18.39	79
LED 260 floodlight	39.09	88
LED 280	16.32	101
LED 420	38.85	142
LED 530	47.23	179

Monthly Charge Monthly kWh

	Per Fixture	Per Fixture
Lighting Fixtures - No Longer Available to N	New Applicants	
5,800 lumen (Sodium Vapor) <sup>1</sup>	\$ 6.44	29
9,000 lumen (Metal Halide) <sup>2</sup>	12.09	41
9,500 lumen <sup>3</sup>	10.24	46
7,000 lumen semi-enclosed (Mercury Vapo	$r)^{1}$ 7.87	69
7,000 lumen (Mercury Vapor) <sup>1</sup>	9.12	69
12,000 lumen (Retrofit Sodium Vapor) <sup>1</sup>	11.57	59
16,000 lumen <sup>3</sup>	11.98	59
20,000 lumen (Metal Halide) <sup>2</sup>	17.53	94
21,000 lumen (Mercury Vapor) <sup>1</sup>	14.45	149
21,000 lumen flood (Mercury Vapor) <sup>1</sup>	17.72	160
22,000 lumen (Sodium Vapor) <sup>2</sup>	12.83	86
28,500 lumen <sup>3</sup>	14.65	109
33,000 lumen (Metal Halide) <sup>2</sup>	22.74	133
38,000 lumen (Retrofit Sodium Vapor) <sup>1</sup>	16.82	135
40,000 lumen (Metal Halide) <sup>2</sup>	23.83	160
50,000 lumen <sup>3</sup>	20.29	152
50,000 lumen floodlight <sup>3</sup>	22.78	168
60,000 lumen (Mercury Vapor) <sup>1</sup>	28.87	382
60,000 lumen floodlight (Mercury Vapor) <sup>1</sup>	31.42	382
110,000 lumen (Metal Halide) <sup>2</sup>	44.97	370

- <sup>1</sup> Not available for new installations. For all fixtures upon failure of the lamp, photocell, fixture or ballast or by no later than December 31, 2023 pursuant to Commission Rule R8-47, the fixture shall be replaced at no charge with a similar style fixture as shown in the table below and the monthly rate for the new fixture will apply. Mercury vapor fixtures shall also be replaced, prior to failure, upon Customer's request.
- <sup>2</sup> Not available for new installations. For all fixtures other than Masterpiece, non-standard, and custom design, upon failure of the fixture or ballast, the fixture shall be replaced at no charge with a similar style fixture as shown in the table below and the monthly rate for the new fixture will apply. Fixtures shall also be replaced, prior to failure, upon Customer's request.

<b>Restricted Lumen Classification</b>	Default Replacement Classification*
5,800 lumen HPS, 7,000 lumen MV, 9,000 lumen MH, 9,500	LED 50
lumen HPS, and 12,000 lumen RSV	
16,000 lumen HPS	LED 105
20,000 lumen MH, 21,000 lumen MV and 22,000 lumen HPS	LED 150
33,000 lumen MH and 40,000 lumen	LED 220
28,500 lumen HPS and 38,000 lumen RSV	LED 215
50,000 lumen HPS and 60,000 lumen MV	LED 280
50,000 lumen HPS floodlight	LED 130 floodlight
110,000 lumen MH	LED 530

\* Actual default replacement may vary based upon fixture style.

<sup>3</sup>Not available for new installations, except to existing customers for additional units of the same type on the same or contiguous property. For all fixtures other than Masterpiece, non-standard, and custom design, upon failure of the fixture or ballast, the fixture shall be replaced at no charge with a similar style LED fixture as shown in the table above and the monthly rate for the new fixture will apply.

# II. Overhead Service to Light Emitting Diode (LED) Lighting

The rate per fixture defined below will be billed for installations of DEP-approved lighting fixtures installed on Company's system distribution poles. Upon notification by Customer that 35% or greater of the light emitting diodes contained within the fixture are not burning, Company will perform as soon as practicable, during regular working hours, the necessary maintenance to restore illumination. The rate does not include the monthly charges for extra facilities, special lighting poles or posts, underground service, or any contribution required under this Schedule.

LED Rate (Standard Offer):	LED	Monthly Charge Per	Monthly kWh Per
<u>Fixture</u>	Wattage*	Fixture**	<b>Fixture</b>
LED $75^1$	75	\$5.71 <sup>1</sup>	25
LED 105 <sup>1</sup>	105	8.19 <sup>1</sup>	35
LED 215 <sup>1</sup>	215	$11.84^{1}$	73
LED 205 Site Lighter <sup>1</sup>	205	11.91	69

\* Approximate wattage of fixture class

\*\* In addition to the Rate, Customer shall pay a monthly charge of 1.0% times the cost difference between the estimated installed cost of a DEP-approved fixture and the LED fixture cost allowance for the stated lumen category in accordance with the EXTRA FACILITIES paragraph below. The monthly charge shall not be less than zero.

<sup>1</sup> The LED 75, LED 105, and LED 215 are not available to new installations under the Standard Option effective September 15, 2014. The LED 205 Site Lighter is not available to new installations under the Standard Option effective June 1, 2021.

# III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Residential Classification -	\$1.41/month
Commercial/Governmental Classification -	\$7.40/month
Industrial/Public Authority Classification -	\$49.42/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

# IV. <u>Underground Service</u>

For underground service, the monthly bill will be increased by \$3.24 per pole or, in lieu thereof, a one-time contribution of \$580.00 per pole. The monthly pole charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The monthly pole charge defined below will also be applicable to underground service.

# V. Special Area Lighting Poles and Posts

A special area lighting pole or post is any Company-owned pole or post, except those installed under Extra Facilities Item IV. below, installed as a part of an area lighting system and on which no other Company overhead distribution facilities are installed except those necessary to provide service to an area lighting system or a pole or post installed as a part of a Company-owned underground area lighting system.

	Monuny Charge
	Per Pole or Post
Wood	\$2.09
Metal*, Fiberglass, or Post	4.97
12-Foot Smooth Concrete Post**	9.69
16-Foot Smooth Concrete Post**	10.66
Decorative Square Metal	10.66

Oct 06 2022

13-Foot Fluted Concrete Post**	14.55
Decorative Aluminum 12-Foot Post	17.45
Decorative 35- or 39-Foot Tapered Metal Pole	27.72

- \* Metal will be installed in locations where fiberglass cannot be used as determined by Company.
- \*\* Concrete posts will not be available for new installations on and after August 1, 2007. Concrete posts or similar material posts, as determined by Company, will be offered in accordance with the Extra Facilities paragraph.

### V. Masterpiece Series Standard Facilities

Masterpiece Series Standard Facilities are deluxe decorative fixtures, posts, and brackets that are normally maintained in inventory by Company to meet the lighting needs of customers. The initial Contract Period for All Masterpiece Series facilities is 10 years. The MONTHLY RATE for Masterpiece Series Standard Facilities is as follows:

<u>Masterpiece Series Fixtures</u>: In addition to the MONTHLY RATE, Item I., for a 9,000 or 9,500 lumen fixture, Customer pays:

Masterpiece Series A Fixture	\$ 3.00
Masterpiece Series B Fixture	\$ 4.15
Masterpiece Series Decorative Posts:	
Masterpiece Series A 12-Foot decorative metal post	\$17.45
Masterpiece Series A 16-Foot decorative metal post	\$21.33
Masterpiece Series Bracket:	
Masterpiece Series A Twin Mounting Bracket	\$ 5.00

VI. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

### CONTRACT PERIOD

The initial Contract Period for lighting units shall be one of the following:

- (a) Three (3) years when the lighting unit will be mounted on Company's existing distribution pole excluding temporary service poles and (c) or (d) does not apply; or
- (b) Five years for underground service; or
- (c) Ten years for service to all Masterpiece Series facilities, the LED site lighter and shoe-box fixtures, LED facilities (only if installed under the Rate plus a monthly charge option), and for service

utilizing fixtures, poles, and posts determined by Company as Special Order nonstandard; or

- (d) Twenty years for service utilizing fixtures, poles, and posts determined by Company as Custom Design nonstandard.
- (e) For temporary lighting facilities, the Customer shall pay the total estimated installed cost plus removal cost minus salvage value of the facilities installed to provide such service in lieu of a Contract Period.

Company may require Customer to initially make a termination deposit which will not exceed the termination amount computed in accordance with the Outdoor Lighting Service Regulations. Such termination deposit will be refunded in equal amounts at the end of each full year service is rendered. This annual refund will be the termination deposit divided by the number of years in the Contract Period.

### **GENERAL**

Service rendered under this Schedule is subject to the provisions of Company's Outdoor Lighting Service Regulations filed with the state regulatory commission.

### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy CPRE.

Supersedes Schedule ALS-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219 OFFICIAL COPY

### STREET LIGHTING SERVICE SCHEDULE SLS-74

## AVAILABILITY

This Schedule is available for service supplied in the lighting of dedicated public streets, highways, municipally owned and operated public parking lots, and municipally owned and operated public parks by lighting fixtures mounted on Company-owned poles or government-owned traffic signal poles. This Schedule is also available for continuous service to other installations which were being served on April 1, 1973, under superseded Schedules SL-1G and SL-2C.

### **SERVICE**

The service supplied by Company will include the installation of a street lighting system, according to Company's standards and requirements, which will be owned, maintained, and operated by Company, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. The lumen ratings of lighting units listed under the MONTHLY RATE indicate the general class of lamp.

### MONTHLY RATE

I. Overhead Service

<u>Basic Rate</u>: The basic rate per fixture defined below will be billed for installations of standard street lighting fixtures. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, Masterpiece Series Standard Facilities, or any contribution required under this Schedule and under the Street Lighting Service Regulations.

Light Emitting Diode Units	LED Wattage*	Monthly Charge <u>Per Fixture</u>	Monthly kWh <u>Per Fixture</u>
LED 50	50	\$7.33	18
LED 75	75	7.50	25
LED 105	105	9.18	35
LED 150	150	11.80	54
LED 215	215	14.44	73
LED 220 Shoebox	220	18.39	79
LED 280	280	16.32	101
LED 420	420	38.85	142
LED 530	530	47.23	179

\*Approximate wattage of fixture class.

#### Lighting Fixtures - No Longer Available to New Applicants

5,800 lumen (sodium vapor) <sup>1</sup>	\$6.44	29
7,000 lumen semi-enclosed (mercury vapor) <sup>1</sup>	7.87	69
7,000 lumen (mercury vapor) <sup>1</sup>	9.12	69
9,000 lumen (metal halide) $^{2}$	12.09	41
9,500 lumen <sup>3</sup>	10.24	46
12,000 lumen (Retrofit Sodium Vapor) <sup>1</sup>	11.57	59
16,000 lumen <sup>3</sup>	11.98	59
20,000 lumen (metal halide) $^2$	17.53	94
21,000 lumen (mercury vapor) <sup>1</sup>	14.45	149
22,000 lumen (Sodium Vapor) <sup>2</sup>	12.83	86
28,500 lumen <sup>3</sup>	14.65	109
33,000 lumen (metal halide) $^2$	22.74	133
38,000 lumen (Retrofit Sodium Vapor) <sup>1</sup>	16.82	135
40,000 lumen (metal halide) <sup>2</sup>	23.83	160

- <sup>1</sup> Not available for new installations. For all fixtures upon failure of the lamp, photocell, fixture or ballast, or by no later than December 31, 2023 pursuant to Commission Rule R8-47, the fixture shall be replaced at no charge with a similar style fixture as shown in the table below and the monthly rate for the new fixture will apply. Mercury vapor fixtures shall also be replaced, prior to failure, upon Customer's request.
- <sup>2</sup> Not available for new installations. For all fixtures other than Masterpiece, non-standard, and custom design, upon failure of the fixture or ballast, the fixture shall be replaced at no charge with a similar style fixture as shown in the table below and the monthly rate for the new fixture will apply. Fixtures shall also be replaced, prior to failure, upon Customer's request.

Restricted Lumen Classification	Default Replacement Classification*
5,800 lumen HPS, 7,000 lumen MV, 9,000 lumen MH, 9,500	LED 50
lumen HPS, and 12,000 lumen RSV	
16,000 lumen HPS	LED 105
20,000 lumen MH, 21,000 lumen MV and 22,000 lumen HPS	LED 150
33,000 lumen MH and 40,000 lumen MH	LED 220
28,500 lumen HPS and 38,000 lumen RSV	LED 215
50,000 lumen HPS and 60,000 lumen MV	LED 280
110,000 lumen MH	LED 530

\* Actual default replacement may vary based upon fixture style.

<sup>3</sup> Not available for new installations, except to existing customers for additional units of the same type on the same or contiguous property. For all fixtures other than Masterpiece, non-standard, and custom design, upon failure of the fixture or ballast, the fixture shall be replaced at no charge with a similar style LED fixture as shown in the table above and the monthly rate for the new fixture will apply.

# II. Overhead Service to Light Emitting Diode (LED) Lighting

The rate per fixture defined below will be billed for installations of DEP-approved lighting fixtures installed on Company's system distribution poles. Upon notification by Customer that 35% or greater of the light emitting diodes contained within the fixture are not burning, Company will perform as soon as practicable, during regular working hours, the necessary maintenance to restore illumination. The rate does not include the monthly charges for extra facilities, special lighting poles or posts, underground service, or any contribution required under this Schedule.

# A. <u>LED Rate (Standard Option):</u>

	LED	Monthly Charge Per	Monthly kWh Per
<u>Fixture</u>	Wattage*	Fixture*	Fixture
LED $75^1$	75	\$5.71 <sup>1</sup>	25
LED 105 <sup>1</sup>	105	$8.19^{1}$	35
LED 215 <sup>1</sup>	215	$11.84^{1}$	73
LED 205 Site Lighter <sup>1</sup>	205	11.91	69
*Approximate wattage of fixture c	988		

\*Approximate wattage of fixture class.

\*\* In addition to the Rate, Customer shall pay a monthly charge of 1.0% times the cost difference between the estimated installed cost of a DEP-approved fixture and the LED fixture cost allowance for the stated lumen category in accordance with the EXTRA FACILITIES paragraph below. The monthly charge shall not be less than zero.

- <sup>1</sup> The LED 75, LED 105, and LED 215 are not available to new installations under the Standard Option effective September 15, 2014. The LED 205 Site Lighter is not available to new installations under the Standard Option effective June 1, 2021.
- B. <u>LED Rate (Customer-Ownership Option)</u>: The Customer-Ownership Option is not available for new installations effective September 15, 2014. Customer with existing installations installed prior to this date shall provide a DEP-approved LED fixture at no cost to Company for installation on Company's system distribution poles. Customer retains full ownership of the fixture and after removal from service will be picked up by the Customer.

The rate defined below will be billed for installation, operation and maintenance of Customerowned lighting fixture. Customer shall provide a replacement fixture, if required, to maintain the lighting service.

	LED	Monthly Charge Per	Monthly kWh Per
<u>Fixture</u>	Wattage*	Fixture	Fixture
LED 75	75	\$4.94	25
LED 105	105	5.27	35
LED 215	215	6.41	73
LED 205 Site Lighter	205	6.28	69
• Approximate wattage of f	ixture class.		

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include an REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month Industrial/Public Authority Classification - \$49.42/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

IV. <u>Underground Service</u>

For underground service, the monthly bill will be increased by \$3.24 per pole, or in lieu thereof, a one-time contribution of \$580.00 per pole. The monthly charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The monthly pole charge defined below will also be applicable to underground service.

V. Special Street Lighting Poles and Posts

	Monthly Charge
	Per Pole or Post
Wood	\$ 1.59
Metal*, Fiberglass, or Post	2.79
12-Foot Smooth Concrete Post**	9.69
Decorative Square Metal	10.66
16-Foot Smooth Concrete Post**	10.66
13-Foot Fluted Concrete Post**	14.55
Decorative Aluminum 12-Foot Post	17.45
Decorative 35- or 39-Foot Tapered Metal Pole	27.72
System Metal	0.96

\* Metal will be installed in locations where fiberglass cannot be used as determined by Company.

\*\* Concrete posts will not be available for new installations on and after August 1, 2007. Concrete posts or similar material posts, as determined by Company, will be offered in accordance with the Extra Facilities paragraph.

### VI. <u>Masterpiece Series Standard Facilities</u>

Masterpiece Series Standard Facilities are deluxe decorative fixtures, posts, and brackets that are normally maintained in inventory by Company to meet the lighting needs of customers. The MONTHLY RATE for Masterpiece Series Standard Facilities is as follows:

Masterpiece Series Fixtures:In addition to the MONTHLY RATE Item I, for a 9,000 or 9,500lumen fixture, Customer pays:Masterpiece Series A FixtureMasterpiece Series A Fixture\$ 3.00Masterpiece Series B Fixture\$ 4.15Masterpiece Series Decorative Posts:\$ 17.45Masterpiece Series A 12-Foot decorative metal post\$17.45Masterpiece Series A 16-Foot decorative metal post\$21.33Masterpiece Series B Fixture\$5.00

### VII. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

### SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

### PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

#### CONTRACT PERIOD

The Contract Period shall not be less than the following:

- (a) Ten years for standard and Masterpiece Series standard fixtures, poles, and posts, and
- (b) Twenty years for service utilizing fixtures, poles, and posts determined by Company as nonstandard or custom-designed.

#### **GENERAL**

Service rendered under this Schedule is subject to the provisions of Company's Street Lighting Service Regulations filed with the state regulatory commission.

Oct 06 2022

### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy CPRE.

Supersedes Schedule SLS-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

1.35

## STREET LIGHTING SERVICE SCHEDULE SLR-74 (RESIDENTIAL SUBDIVISIONS AND NEIGHBORHOODS)

# AVAILABILITY

This Schedule is available for service supplied in the lighting of residential dedicated public streets by means of mercury vapor, light emitting diode or sodium vapor lighting units installed within residential subdivisions or neighborhoods, consisting of single or duplex dwelling units, located (1) outside the corporate limits of a municipality at the time of the installation or (2) inside the corporate limits of a municipality at the time of the installation or (2) inside the corporate limits of a municipality when the area served was subsequently annexed by the municipality after lighting service was first established. This Schedule is also available inside a municipality jointly served by a municipal-owned electric utility when the municipality approves a regulation or ordinance requiring its residents to individually pay for lighting service. The street lighting must conform to the installations set forth in the Monthly Rate paragraph.

This Schedule is not available to supply service for the lighting of parking lots, shopping centers, other public or commercial areas within the residential subdivision or neighborhood, or areas not specifically provided for by the provisions herein.

## **SERVICE**

The service supplied by Company will include the installation of a street lighting system, according to Company's standards and requirements, which will be owned, maintained, and operated by Company, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. Lighting units will be located by Company to provide the most uniform lighting possible in the residential area. The lumen ratings of the lighting units furnished under the Monthly Rate indicate the class of lamp.

#### MONTHLY RATE

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision or neighborhood:

	Monthly Charge Per Customer
OVERHEAD DISTRIBUTION AREA:	
Bracket-mounted, enclosed luminaire on approved wood pole: 1 light per 10 customers or major fraction thereof:	
7,000 lumen mercury vapor <sup>1</sup> or 9,500 lumen sodium vapor	\$1.15
LED 50 light emitting diode	0.93
1 light per 5 customers or major fraction thereof:	
7,000 lumen mercury vapor <sup>1</sup> or 9,500 lumen sodium vapor	2.31
LED 50 light emitting diode	1.90
1 light per 3 customers or major fraction thereof:	
7,000 lumen mercury vapor <sup>1</sup> or 9,500 lumen sodium vapor	3.79
LED 50 light emitting diode	3.10
UNDERGROUND DISTRIBUTION AREA:	
Bracket-mounted, enclosed luminaire on approved wood pole:	
1 light per 10 customers or major fraction thereof:	
7,000 lumen mercury vapor <sup>1</sup> or 9,500 lumen sodium vapor	1.62

LED 50 light emitting diode

	Application Exhibit A
NCUC I	Docket No. E-2, Sub 1300
	Page 74 of 235
1 light per 5 customers or major fraction thereof:	
7,000 lumen mercury vapor <sup>1</sup> or 9,500 lumen sodium vapor	3.25
LED 50 light emitting diode	2.73
1 light per 3 customers or major fraction thereof:	
7,000 lumen mercury vapor <sup>1</sup> or 9,500 lumen sodium vapor	5.36
LED 50 light emitting diode	4.50
Bracket-mounted, enclosed luminaire on standard fiberglass or metal*	pole or approved direct
burial post:	
1 light per 10 customers or major fraction thereof:	
7,000 lumen mercury vapor <sup>1</sup> or 9,500 lumen sodium vapor	1.85
LED 50 light emitting diode	1.57
LED 50 light emitting diode (post-top fixture)	1.95
1 light per 6 customers or major fraction thereof:	
7,000 lumen mercury vapor <sup>1</sup> or 9,500 lumen sodium vapor	3.08
LED 50 light emitting diode	2.63
LED 50 light emitting diode (post-top fixture)	3.26
1 light per 3 customers or major fraction thereof:	( 12
7,000 lumen mercury vapor <sup>1</sup> or 9,500 lumen sodium vapor	6.12
LED 50 light emitting diode	5.22
LED 50 light emitting diode (post-top fixture)	6.47

\*Metal will be installed in locations where fiberglass cannot be used as determined by Company on or after January 15, 1997.

Mercury vapor units converted before September 19, 1983, to 12,000 lumen retrofit sodium vapor units, add to mercury vapor prices:

If 1 light per 10 customers:	0.15
If 1 light per 5 customers:	0.29
If 1 light per 6 customers:	0.24

<sup>1</sup>Mercury vapor, sodium vapor or retrofit sodium vapor fixtures are not available to new installations. For mercury vapor and retrofit sodium vapor, upon failure of the lamp, fixture or ballast or but no later than December 31, 2023 pursuant to Commission Rule R8-47, these fixtures shall be replaced at no charge with a comparable LED 50 fixture. For sodium vapor, upon failure of the fixture or ballast, these fixtures will be replaced at no charge with a comparable LED 50 fixture.

#### STORM SECURITIZATION CHARGE

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

#### SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax. <u>ANNEXATION</u> <u>CONSIDERATIONS</u>

- I. If any of the following conditions exist, the developer of the subdivision or neighborhood will be required to obtain from the municipal governing agency its written approval of the street lighting service being provided under this Schedule and the number and location of the lights to be installed:
  - A. The subdivision or neighborhood abuts a boundary of the municipality.
  - B. It is known that the subdivision or neighborhood will be annexed into the municipality.

Oct 06 2022

- C. The municipal governing agency has enacted a subdivision or neighborhood control ordinance which applies to the subdivision or neighborhood or any portion thereof.
- II. If the subdivision or neighborhood is subsequently annexed and the municipality accepts the street lighting under a street lighting service contract on the rate for the equivalent lighting unit, the following will apply:
  - A. <u>Overhead Distribution:</u> If the municipality accepts the street lighting service under Street Lighting Service Schedule SLS, no monthly customer charge will be applied to the subdivision or neighborhood residents.
  - B. <u>Underground Distribution:</u> If the municipality accepts the street lighting service under Street Lighting Service Schedule SLS and agrees to pay the contribution under the schedule for the street lighting system, no monthly customer charge will be applied to the subdivision or neighborhood residents. If the municipality accepts the street lighting service but does not agree to pay the contribution for the underground system, the monthly customer charges will be reduced according to the following schedule:

Lights per	Pole type	Monthly Customer Charge		
Customer		7,000 lumen	9,500 lumen	LED 50
1 light per 10	Wood	\$0.30	\$0.42	\$0.38
1 light per 10	Post, Fiberglass or Metal	\$0.36	\$0.51	\$0.40
1 light per 5	Wood	\$0.57	\$0.76	\$0.77
1 light per 6	Post, Fiberglass or Metal	\$0.62	\$0.87	\$0.68
1 light per 3	Wood	\$0.67	\$0.91	\$1.28
1 light per 3	Post, Fiberglass or Metal	\$0.72	\$1.02	\$1.35

The retrofit 12,000 Lumen Sodium Vapor units will be reduced to the corresponding reduced 7,000 Lumen Mercury Vapor Monthly Customer Charge.

III. If the subdivision or neighborhood is subsequently annexed and the municipality does not accept the installed street lighting under a street lighting service contract, the service will be provided under this Schedule with the applicable monthly charges. If the municipality initially accepts the installed street lighting under a street lighting service contract and subsequently terminates such lighting service contract, the service will be provided under this Schedule only upon approval of an authorizing ordinance requiring the municipal residents to pay the applicable monthly charges.

#### NONREFUNDABLE CONTRIBUTION

Normally, a contribution will not be required for service under this Schedule. Company will require a nonrefundable contribution from the developer under the following conditions:

- I. <u>Unusual Circumstances:</u> In the event rock, unstable soil, or other conditions require the use of materials and methods of installation other than Company's normal materials and methods, the developer will contribute the additional cost incurred thereby.
- II. <u>Paved Areas:</u> If Company has to install any portion of the street lighting system under existing paved areas, the developer will either cut and replace the pavement or contribute to Company the additional cost incurred to install its facilities under the paved area.
- III. <u>Excess Circuitry:</u> When any lighting unit is located so that the span of underground cable necessary to serve such unit exceeds 250 feet, the developer will contribute the sum of the estimated installed costs of all such overages within the subdivision or neighborhood.

# EXISTING SUBDIVISIONS OR NEIGHBORHOODS

Street lighting service under this Schedule will be available in existing residential subdivisions or neighborhoods not previously receiving lighting service provided either Company receives a petition requesting this service signed by all the owners of residential lots within the subdivision or neighborhood or a municipality requests this service and approves an ordinance requiring residents to pay the applicable monthly charges. When the electrical distribution system within the subdivision or neighborhood is installed underground, the persons requesting the installation of the street lighting system will pay to Company, in addition to any contribution required above, a nonrefundable contribution equal to the cost of trenching and backfilling necessary for the installation of the street lighting system. If a contribution will be excluded from the preceding requirement. Re-landscaping of the area necessary due to the installation of the street lighting system will be the responsibility of the residents within the subdivision or neighborhood.

#### CONVERSION OF EXISTING LIGHTING SYSTEM

Street lighting installed pursuant to this schedule is subject to conversion upon request of an Applicant under the conditions stated below. An Applicant is a duly authorized representative of customers served under this Schedule with the authority to seek changes to the lighting system.

- I. Upon request of an Applicant, the street lighting may be converted to a different light type, light source or installation density provided all of the following conditions are met:
  - A. Applicant requesting a change in the street lighting system must submit a petition signed by all the owners of residential lots within the subdivision or neighborhood requesting the revised lighting service.
  - B. If the current lighting has been installed fewer than 20 years, Applicant must submit a payment of \$50 per fixture for fixture conversions on existing poles or \$500 per fixture if the change also involves a pole or post. If the change requires a redesign of the system layout, Applicant shall also pay any required Nonrefundable Contribution, as described in the above paragraph.
  - C. The converted lighting system must conform to the options offered under this Schedule and must be applicable to all lighting within the subdivision or neighborhood.
  - D. The new monthly rate shall apply immediately following completion of the revised lighting installation.
- II. Upon request of a Homeowners Association or other legal entity representing the interest of residents served under this Schedule, the street lighting may be converted to service under Outdoor Lighting Service Schedule SLS provided all of the following conditions are met:
  - A. The Applicant must demonstrate legal authority to represent the interests of all landowners within the subdivision or neighborhood. Absent this demonstration, the Applicant must submit a petition signed by all the owners of residential lots within the subdivision or neighborhood requesting conversion to Schedule SLS.
  - B. The Applicant must execute an Agreement for lighting service under Schedule SLS. The Agreement shall include a statement by the Applicant verifying that all residential land owners will be notified in writing prior to the conversion to lighting service under Schedule SLS and transfer of the lighting responsibilities to the Applicant. The Agreement shall also include a statement by the Applicant verifying that once service is established under Schedule SLS, the Applicant shall also be required to notify land owners in writing of any future changes to the lighting system including, but not limited to, potential disconnection of the lighting service due to nonpayment or termination of service.
  - C. The Applicant must demonstrate credit-worthiness or provide a deposit satisfactory to Company in case of default.
  - D. Following conversion of the street lighting to Schedule SLS, any change in the light type,

# PAYMENTS

The monthly charges set forth under this Schedule will be billed in conjunction with the normal bill for residential service. The total of the bill so rendered shall be subject to the terms and conditions of the Service Regulations approved and on file with the state regulatory commission. Failure to pay the total bill rendered when due and payable shall constitute a failure to pay the bill for residential service.

## CONTRACT PERIOD

The applicable monthly charge set forth in this Schedule shall be applied to the monthly billings of all residents in the subdivision or neighborhood as long as street lighting service is provided under any of the conditions as set out herein.

## ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy CPRE.

Supersedes Schedule SLR-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

#### SPORTS FIELD LIGHTING SCHEDULE SFLS-74

# AVAILABILITY

This Schedule is available for electric service used for lighting specifically designed for outdoor fields which are normally used for football, baseball, softball, tennis, races, and other organized competitive sports.

This Schedule is not available for breakdown, standby, supplementary, or resale service.

#### APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

#### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 wires, or three-phase 3 or 4 wires, at Company's standard distribution voltage available for the area or the voltage at which an installation was served on December 1, 1973.

#### **EXTENSION OF FACILITIES**

Company will make the type of service agreed upon available to Customer, provided Customer will pay to Company the total estimated cost of extending or increasing the capacity of Company's facilities located on Company's side of the point of delivery, exclusive of the material cost of transformers and the entire cost of the meter installation.

#### MONTHLY RATE

I. For Single-Phase Service:

А.	Basic Customer Charge	\$28.50
В.	Billing Demand:	\$1.25 per kW
C.	Kilowatt-hour Energy Charge:	5.258¢ per kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$7.00.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Commercial/Governmental Classification - \$7.40/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

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## IV. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

## BILLING DEMAND

The Billing Demand shall be the maximum kW registered or computed, by or from Company's metering facilities, during any 15-minute interval within the current billing month, but not less than the maximum kW previously registered during the current season (period of continuous connection).

## SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

#### BILLING

The billing to Customer will be continuous from the beginning to the end of each complete season or period of special use, and service will not be disconnected until the end of each complete season or period of special use. If the season or period of use is for less than 30 consecutive days, Customer will be billed the estimated cost of connecting and disconnecting service, which estimated cost shall not be less than \$9.14.

## PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

#### CONTRACT PERIOD

The Contract Period shall not be less than one month, unless Customer agrees to pay the estimated cost of connection and disconnection, which estimated cost shall be \$9.14.

#### **GENERAL**

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

#### ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy CPRE.

Supersedes Schedule SFLS-72 Effective for service rendered on and after June 1, 2022 NCUC Docket No. E-2, Sub 1219

## ANNUAL BILLING ADJUSTMENTS RIDER BA-27A

# APPLICABILITY – RATES INCLUDED IN TARIFF CHARGES

The rates shown below are included in the MONTHLY RATE provision in each schedule identified in the table below:

Billing Adjustment Factors (¢/kWh)*					
Rate Class	Fuel and Fuel- Related Adjustment		DSM and EE Adjustment		Net Adjustment
	Rate <sup>(1)</sup>	EMF <sup>(2)</sup>	Rate <sup>(3)</sup>	EMF <sup>(4)</sup>	
Residential Applicable to Schedules: RES, R-TOUD, R-TOU, & R-TOU-CPP	0.046	0.245	0.664	0.057	1.012
Small General Service Applicable to Schedules: SGS, SGS-TOUE, SGS- TOU-CLR, SGS-TOU-CPP, TSF & TSS	(0.015)	0.186	0.638 (EE Only) 0.061 (DSM Only)	0.040 (EE Only) (0.008) (DSM Only)	0.902
Medium General Service Applicable to Schedules: MGS, SGS-TOU, SI, CH- TOUE, GS-TES, APH-TES, CSG, CSE	(0.059)	0.235	0.638 (EE Only) 0.061 (DSM Only)	0.040 (EE Only) (0.008) (DSM Only)	0.907
Large General Service Applicable to Schedules: LGS, LGS-TOU, LGS-RTP	(0.185)	0.509	0.638 (EE Only) 0.061 (DSM Only)	0.040 (EE Only) (0.008) (DSM Only)	1.055
Lighting Applicable to Schedules: ALS, SLS, SLR & SFLS	0.290	0.336	0.119 (EE Only) 0.000 (DSM Only)	0.005 (EE Only) 0.000 (DSM Only)	0.750

\* Billing Adjustment Factors, shown above, includes a North Carolina regulatory fee.

#### **Billing Adjustment Factors Description:**

- (1) The Fuel and Fuel-Related Adjustment Rate is adjusted annually to reflect incremental changes in the costs of fuel and fuel-related costs from the rates approved in the last general rate case.
- (2) The Fuel and Fuel-Related Adjustment Experience Modification Factor (EMF) is adjusted annually to reflect the difference between reasonable and prudently incurred fuel and fuel-related costs and the fuel and fuel-related revenues realized during a test period under review and shall remain in effect for a fixed 12 month period.
- (3) The Demand Side Management (DSM) and Energy Efficiency (EE) Rates are adjusted annually to reflect the costs and incentives associated with DSM and EE measures and programs approved by the North Carolina Utilities Commission.
- (4) The DSM and EE Experience Modification Factors (DSM EMF and EE EMF) are adjusted annually to reflect the difference between reasonable and prudently incurred DSM and EE costs and incentives and DSM and EE revenues realized during the period under review and shall remain in effect for a fixed 12 month period.

The fuel rate included in base tariff rates effective June 1, 2021 are 2.080¢/kWh for RES, 2.126¢/kWh for SGS, 2.228¢/kWh for MGS, 2.204¢/kWh for LGS and 1.392¢/kWh for Lighting, excluding the North Carolina regulatory fee.

## Demand Side Management and Energy Efficiency "Opt-Out" Option

North Carolina Utilities Commission Rule R8-69(e) allows commercial customers with annual consumption of 1,000,000 kWh or greater in the billing months of the prior calendar year and all industrial customers to elect to not participate in either or both (1) any utility-offered DSM or (2) any utility-offered EE program and, after written notification to the utility, not be subject to either or both the DSM or EE Rates and EMFs, as applicable and as shown above. For purposes of application of this option, a customer is defined to be a metered account billed under a single application of a Company rate tariff. For commercial accounts, once one account meets the opt-out eligibility requirement, all other accounts billed to the same entity with lesser annual usage located on the same or contiguous properties are also eligible to opt-out in the same manner from paying either or both of the DSM and EE Rates and EMFs. Since these rates are included in the rate tariff charges, Customers electing this option shall receive either or both of the following DSM and EE Credit(s) on their monthly bill statement:

DSM Opt-Out Credit	= Billed kWh times the sum of the DSM Rate and EMF*
EE Opt-Out Credit	= Billed kWh times the sum of the EE Rate and EMF*

\* The DSM and EE Rates and EMFs shall be as shown in the above table for the schedule applicable to Customer's monthly bill.

Following the December bill each year, usage for commercial accounts electing to "opt-out" of the DSM/EE rates shall be reviewed and the customer shall be notified and removed from the "opt-out" option if annual consumption is less than 1,000,000 kWh in the prior twelve months.

## APPLICABILITY - RATES NOT INCLUDED IN TARIFF CHARGES

The rates shown below are not included in the MONTHLY RATE provision of the applicable schedule used in billing and shall therefore be added to Customer's monthly bill statement:

Billing Adjustment Factors Per Customer (\$/month)*					
Revenue Class	REPS Rate <sup>(5)</sup>	REPS EMF <sup>(6)</sup>	Net Billing Rate		
Residential	\$ 1.20 per month	\$0.21 per month	\$ 1.41 per month		
Commercial/Public Streets and Highways	\$ 6.98 per month	\$0.42 per month	\$ 7.40 per month		
Industrial/Public Authority	\$ 48.97 per month	\$0.45 per month	\$49.42 per month		

\* Billing Adjustment Factors, shown above, includes a North Carolina regulatory fee.

For purposes of the applicability of the Renewable Energy Portfolio Standard (REPS) Billing Adjustment Factors, a "Customer" is defined as all accounts (metered and unmetered) serving the same customer of the same revenue classification located on the same or contiguous properties. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts, regardless of their revenue classification. Upon written notification from Customer, accounts meeting these criteria shall be coded in the billing system to allow Customer to receive only one monthly REPS charge for all identified accounts.

#### Billing Adjustment Factors Description:

(5) The REPS Rate is adjusted annually to reflect research and development costs and incremental costs incurred to comply with the state's Renewable Energy and Energy Efficiency Portfolio Standard

(REPS).

(6) The REPS Experience Modification Factor (REPS EMF) Rate is adjusted annually to recover the difference between reasonable and prudently incurred REPS costs and REPS revenues realized during the period under review and shall remain in effect for a fixed 12-month period.

#### SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

The Fuel and Fuel-Related Adjustment EMF and REPS EMF are effective for service rendered through November 30, 2022. The DSM EMF and EE EMF are effective for service rendered through December 31, 2022.

Supersedes Rider BA-27 Effective for service rendered on and after March 1, 2022 NCUC Docket No. E-2, Subs 1219 and 1280

#### RESIDENTIAL SERVICE ENERGY CONSERVATION DISCOUNT RIDER RECD-1T

## AVAILABILITY

This Rider is available in conjunction with all residential service schedules provided Customer notifies Company and Customer's dwelling complies with the ENERGY CONSERVATION STANDARDS as described within this Rider and Company notifies Customer of such compliance.

Customer's dwelling is subject to inspection by Company to confirm that the dwelling meets the ENERGY CONSERVATION STANDARDS before the discount becomes applicable.

The provisions of the residential service schedules with which this Rider is used are modified only as shown herein.

#### MONTHLY RATE

Where Customer has received Company's notification of compliance and Customer's dwelling complies with the ENERGY CONSERVATION STANDARDS described within this Rider, the Monthly Bill shall include an RECD Credit calculated as follows:

RECD Credit = (1) 5% times the stated kilowatt and kilowatt-hour charges minus (2) the kilowatt-hour usage times the Incremental Adjustment Rate

Where:

Incremental Adjustment Rate is 0.036 cents per kilowatt-hour. The Incremental Adjustment Rate is calculated as 5% times the DSM/EE Billing Adjustment (sum of the DSM/EE Rate and DSM/EE EMF) applicable to the residential rate class stated in Annual Billing Adjustment Rider BA.

#### ENERGY CONSERVATION STANDARDS

- I. All applicants first applying for service under this Rider on or after December 15, 2001, through July 1, 2002:
  - A. If the building permit for construction of the dwelling unit was issued on or after December 15, 2001, Customer must provide to Company a copy of the form certifying that the dwelling unit has met the Department of Energy/Environmental Protection Agency's Energy Star Labeled Home Certification.
  - B. If the construction of the dwelling unit was completed (or building permit issued) before December 15, 2001, Customer can qualify for this Rider if the dwelling unit would have otherwise met the Energy Conservation Standards contained in Residential Service Energy Conservation Discount Rider RECD-82.

- II. All applicants first applying for service under this Rider after July 1, 2002:
  - A. Customer must provide to Company a copy of the form certifying that the dwelling unit has met the Department of Energy/Environmental Protection Agency's Energy Star Labeled Home Certification.
- III. Existing Customers Who Began Receiving the Residential Service Energy Conservation Discount Pursuant to Earlier Versions of this Rider:

Existing customers who are currently receiving the Residential Service Energy Conservation Discount and subsequent customers in those dwellings will continue to receive the energy conservation discount stated in this Rider provided they continue to meet the requirements applicable at the time they first received the discount and any modifications to the structure meet such requirements.

Information regarding the Energy Star Labeled Home Certification criteria is available upon request or by visiting the Progress Energy website under Renewables and Energy Efficiency.

# SALES TAX

To the above charges will be added any applicable North Carolina sales tax.

Supersedes Rider No. RECD-1S Effective for service rendered on and after January 1, 2022 NCUC Docket No. E-2, Sub 1273 Duke Energy Progress, LLC (North Carolina Only) RR-3

#### NET METERING FOR RENEWABLE ENERGY FACILITIES RIDER NM-4B

## AVAILABILITY

This Rider is available in conjunction with Company's residential and general service schedules to Customer who operates a solar electric; wind-powered; biomass-fueled, including agricultural waste, animal waste, wood waste, spent pulping liquors, combustible residues, combustible liquids, combustible gases, energy crops or landfill methane; waste heat derived from a renewable energy resource and used to produce electricity at the customer's site; or hydro-powered generating system located and used at Customer's primary, legal residence or business where a part or all of the electrical requirements of Customer can be supplied from Customer's generating system. The rated capacity of the generating system shall not exceed the lesser of Customer's estimated maximum annual kilowatt demand or 1,000 kilowatts. The generating system that is connected in parallel operation with service from Company and located on Customer's premises must be manufactured, installed and operated in accordance with governmental and industry standards and must fully conform with Company's "North Carolina Interconnection Procedures, Forms and Agreements for State-Jurisdictional Generation Interconnections." Standby Service provisions shall not be required when service is used in conjunction with this Rider for residential applicants, regardless of generation capacity, and general service applicants with generation capacities of 100 kW or less.

The provisions of the Schedule with which this Rider is used are modified only as shown herein. Customer may not simultaneously receive service under this Rider and Company's Cogeneration and Small Power Production Schedule or participate as a generation resource in NC GreenPower.

If Customer receives electric service under a schedule other than a time-of-use schedule with demand rates, any renewable energy credit or "green tags" shall be provided by Customer at no cost to Company. If service is received under a time-of-use schedule with demand rates, all renewable energy credits or "green tags" shall be retained solely by Customer.

## TYPE OF SERVICE

This Rider is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

#### MONTHLY RATE

An amount computed under the rate schedule and any other applicable riders with which this Rider is used, as adjusted to reflect Excess Energy delivered to Company as follows:

For electric service under a time-of-use schedule:

- 1. Customer's on-peak usage for service rendered shall be reduced by the sum of (a) any on-peak Excess Energy delivered to Company in the current month plus (b) any accumulated on-peak Excess Energy balance from prior months. In no case shall the on-peak kWh billed be less than zero.
- 2. Customer's off-peak usage for service rendered shall be reduced by the sum of (a) any off-peak Excess Energy delivered to Company in the current month plus (b) any accumulated off-peak Excess Energy balance from prior months plus (c) any accumulated on-peak Excess Energy balance in the current or prior months that was not used to reduce on-peak usage. In no case shall the off-peak kWh billed be less than zero.

- 3. Customer's on-peak and off-peak demands for service rendered shall be billed pursuant to the applicable schedule. In months when demand charges are prorated based upon seasonal on-peak usage and the usage to be billed exceeds the Excess Energy available to reduce such usage, Excess Energy delivered to Company shall be used to reduce billed kWh usage based upon the ratio of on-peak energy consumed in each season.
- 4. Excess Energy not used in the current billing month to reduce billed kWh usage shall be accumulated and used to reduce usage in future months; however, any accumulated Excess Energy not used to reduce billed kWh usage shall be set to zero each May 31<sup>st</sup>. Excess Energy delivered prior to May 31<sup>st</sup> will only be used to reduce usage provided by Company prior to May 31<sup>st</sup>. There will be no compensation paid to Customer for Excess Energy granted to Company.

For electric service under a standard schedule without time-of-use rates:

- 1. Customer's usage for service rendered shall be reduced by the sum of (a) any energy delivered to Company in the current month plus (b) any accumulated energy balance from prior months. In no case shall the kWh usage billed be less than zero.
- 2. Customer's demands for service rendered shall be billed pursuant to the applicable schedule.
- 3. Excess Energy not used in the current billing month to reduce billed kWh usage shall be accumulated and used to reduce usage in future months; however, any accumulated Excess Energy not used to reduce billed kWh usage shall be set to zero in the billing month that includes usage incurred on May 31<sup>st</sup> each year. There will be no compensation paid to Customer for Excess Energy granted to Company.

### DEFINITIONS

- 1. Excess Energy delivered to Company shall be defined as energy produced by Customer's generation that exceeds the energy delivered by Company at a given time. This Excess Energy shall be used to reduce energy delivered and billed by Company during the current or a future month, as provided in the Monthly Rate provision.
- 2. The on-peak and off-peak periods shall be as defined in the applicable time-of-use schedule.

#### SPECIAL CONDITIONS

- 1. Prior to receiving service under this Rider, Customer must execute an Interconnection Request and an Interconnection Agreement, if applicable, pursuant to the "North Carolina Interconnection Procedures, Forms and Agreements for State-Jurisdictional Generation Interconnections." These procedures describe the conditions related to interconnection of Customer generation with Company's electrical system.
- 2. Customer's service shall be metered with a single, bi-directional meter, which records independently the flow of electricity in each direction through the meter.
- 3. In the event Company determines that it is necessary to install a dedicated transformer or other equipment to protect the safety and adequacy of electric service provided to other customers, Customer shall pay a Monthly Facilities Charge as specified in Company's Service Regulations for the additional estimated cost of the dedicated transformer or other equipment above the estimated cost which Company would otherwise have incurred, except that the minimum Monthly Facilities Charge can be less than \$25.00.
- 4. Customer grants Company the right to install, operate, and monitor special equipment to measure Customer's load, generating system output, or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation. Customer also grants Company the right to utilize Customer's telephone line to transmit data from Company's meter and special equipment.

## CONTRACT PERIOD

The Contract Period for service under this Rider shall be one (1) year and thereafter shall be renewed for successive one-year periods. After the initial period, Customer may terminate service under this Rider by giving at least sixty (60) days previous notice of such termination in writing to Company.

Company reserves the right to terminate service under this Rider at any time upon written notice to Customer in the event that Customer violates any of the terms or conditions of this Rider, or operates the generating system in a manner which is detrimental to Company or its customers.

# GENERAL

Service rendered under this Rider is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

Supersedes Rider NM-4A Effective for service rendered on and after August 1, 2015 NCUC Docket No. E-2, Sub 1076

## NC GREENPOWER PROGRAM RIDER GP-3

## AVAILABILITY

This Rider is available on a voluntary basis in conjunction with any of Company's Schedules for Customer who contracts with Company for a block or blocks to support deployment of solar photovoltaic, other renewable technologies, or energy storage projects ("Projects") at North Carolina schools. This Rider is not for temporary service or for resale service. The provisions of the Schedule with which this Rider is used are modified only as shown herein.

#### MONTHLY RATE

In addition to all other charges stated in the Monthly Rate of the Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

#### \$4.00 per block

This Rider's Monthly Rate shall be applied to Customer's billing regardless of Customer's actual monthly kilowatthour consumption. Each block shall be considered as a contribution for the installation of Projects at schools. Customer shall specify the number of blocks requested and may change the number of monthly blocks purchased no more than once during each year, unless otherwise authorized by Company.

#### SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

#### **DISTRIBUTION OF RIDER FUNDS**

All funds collected under this Rider will be used to pay a portion of the costs of Projects at schools. Customers participating in this program agree that their name, address, and the number of blocks purchased may be disclosed to NC GreenPower Corporation ("NCGP"). The funds, less applicable taxes, collected from customers under this Rider will be distributed to the NCGP, a nonprofit corporation, who will provide incremental payments to contractors installing Projects at schools selected by the NCGP for participation in the NC GreenPower Program.

#### CONTRACT PERIOD

Customer or Company may terminate service under this Rider by giving the other party at least thirty (30) days prior notice.

## GENERAL

Service rendered under this Rider is subject to the provisions of the Service Regulations of Company on file with the state regulatory commission. Circumstances and/or actions which may cause the Company to terminate the availability of this Rider include but are not limited to: the retail supply of electric generation is deregulated; Company's participation in the statewide NC GreenPower Program is terminated; the statewide NC GreenPower Program is terminated; the statewide NC GreenPower Program is terminated; or other regulatory and/or legislative action supersedes or contravenes the Rider or the NC GreenPower Program.

Supersedes Rider GP-2A Effective for service rendered on and after January 1, 2020 NCUC Docket Nos. E-2, Sub 1190 and E-100, Sub 90

## NC CARBON OFFSET PROGRAM RIDER COP-2B

## AVAILABILITY

Available on a limited and voluntary basis to retail customers receiving concurrent service from the Company who contract for a block(s) of Carbon Offsets provided through the NC GreenPower Program administered by the North Carolina Advanced Energy Corporation (NCAEC). The maximum number of customers served under this program shall be determined by the Carbon Offsets available for purchase through the NC GreenPower Program. This Rider is not for temporary service or for resale service.

The provisions of the Schedule with which this Rider is used are modified only as shown herein.

#### **GENERAL PROVISIONS**

Each customer may contract with the Company to allow for the purchase Carbon Offsets to be billed to the customer monthly on the basis of a block Carbon Offsets. The customer may change the number of blocks contracted for once during the contract year unless otherwise authorized by the Company.

Carbon Offsets will be purchased or otherwise acquired to meet the expected blocks contracted for during each calendar year with an appropriate true-up of the delivery of the blocks to the purchase of blocks within two years of the purchase.

Customers participating in this program will continue to receive and pay for energy used under the applicable rate schedule. The contracted block(s) provided under this Program shall be charged at the Rate shown below irrespective of the Customer's actual monthly kilowatt-hour usage. Charges under the Rate as set forth below will be used for purchasing, and/or acquiring appropriate Carbon Offsets. Funds collected through this Program will be provided to the NCAEC and distributed as outlined in the NC GreenPower Program Plan as established and maintained by the NCAEC.

#### DEFINITIONS

Carbon Offsets: For the purposes of this program, Carbon Offsets shall be those purchased by NC GreenPower Program from reliable sources and such projects could include for example reforestation and methane collection and destruction in North Carolina, South Carolina, and Virginia. Priority will be given to the participating utility service territories in NC, SC and VA for acquiring resources; however, if no acceptable projects are available, other regions will be considered.

Block of Carbon Offset: For the purpose of this tariff, a Block shall be defined as 1,000 pounds of Carbon Offsets.

Month: The term "month" as used in this Program shall be customer's normal bill month for the period between monthly meter readings.

#### MONTHLY RATE

In addition to all other charges stated in the Monthly Rate of the Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

## \$4.00 per block per month

This Rider's Monthly Rate shall be applied to Customer's billing regardless of Customer's actual monthly kilowatt-hour consumption. Customer may change the number of monthly blocks purchased once during each year unless otherwise authorized by Company.

## CONTRACT PERIOD

Each customer shall enter into a contact to purchase a specified number of blocks of Carbon Offsets, on a month to month basis, upon the condition that either party can terminate the contract by giving at least thirty (30) days previous notice of such termination in writing.

## **GENERAL**

Service rendered under this Rider is subject to the provisions of the Service Regulations of Company on file with the state regulatory commission.

Circumstances and/or actions which may cause the Company to terminate the availability of this Rider include but are not limited to: the retail supply of electric generation is deregulated; Company's participation in the statewide NC GreenPower Program is terminated; the statewide NC GreenPower Program is terminated; or other regulatory and/or legislative action supercedes or contravenes the Rider or the NC GreenPower Program.

Supersedes Rider COP-2A Effective for service rendered on and after August 1, 2015 NCUC Docket No. E-2, Sub 1076

## PUBLIC HOUSING PROJECT SERVICE RIDER NO. 18N

## AVAILABILITY

This Rider is available to Public Housing Projects as hereinafter defined when used in conjunction with the Small General Service Schedule to permit Customer to distribute electricity to tenants of Customer's housing project as an incident of tenancy, but not as a resale, subject to the provisions of this Rider.

#### DEFINITION

For the purpose of this Rider, a Public Housing Project is a project consisting of multiple dwelling units located on contiguous property, financed with public funds, and operated by a governmental agency or a cooperative organization on a nonprofit basis for the benefit of low income families.

#### REIMBURSEMENT

If the tenant uses more than the kilowatt-hours allotted as an incident of tenancy, Customer may cause tenant, subject to the provisions hereinafter set forth, to reimburse Customer for the kilowatt-hours used by the tenant in excess of the kilowatt-hours allotted to the tenant as an incident of tenancy; and to that end Customer may install meters for the purpose of checking upon the consumption of electricity by tenants in order to obtain data for statistical and research purposes, in order to prevent wasteful or extravagant uses of electricity, and in order to properly determine the kilowatt-hours used by the tenant in excess of the amount allotted as an incident of tenancy; provided:

- 1. The quotas or allocations of kilowatt-hours to be established as an incident of tenancy shall be on the basis of research and experience and shall approximate the normal use by means of all electric appliances and facilities in the respective types or classifications of individual dwelling units in Customer's housing project;
- 2. The reimbursement which Customer may require a tenant to make for such excess kilowatt-hours shall not be greater than the average cost per kilowatt-hour paid by Customer under the applicable general service schedule during the current calendar quarter of the year or during the three month period next preceding the determination of the excess use, times the number of kilowatt-hours of such excess plus 5% for losses; and
- 3. The Company shall be entitled from time to time and during normal business hours to examine Customer's premises and records with respect to the allocation and distribution of electricity to tenants as an incident of tenancy, the excess kilowatt-hours used by tenants, and the amounts paid by tenants to Customer in reimbursement as provided for above.

Supersedes Rider No. 18K Effective for service rendered on and after August 1, 2015 NCUC Docket No. E-2, Sub 1076

## CAMPGROUND AND MARINA RIDER CM-1D

## AVAILABILITY

This Rider is available in conjunction with Company's General Service Schedules or with Company's Seasonal or Intermittent Service Schedule for electricity used on property operated as a campground or marina. Electric service provided hereunder to a campground or marina may be resold by Customer to campsite and/or marina slip occupants provided that such campground is operated primarily to serve transient occupants and further provided Customers operating such campgrounds and/or marinas: (1) charge no more than the actual cost of the electricity supplied to Customer from Company, (2) the amount of electricity used by each campsite or marina slip occupant is measured by Customer's individual metering device, (3) the applicable rates charged by Customer are prominently displayed at or near each campsite or marina slip, and (4) Customer only resells electricity to campsite and/or marina slip occupants.

This Rider is not available for: (1) short term, construction, temporary, breakdown, backup, or standby service; (2) redistribution of electricity for resale by other than campgrounds or marinas; or (3) resale of electricity to other than campsite and/or marina slip occupants.

The provisions of the Schedule with which this Rider is used are modified only as shown herein.

Supersedes Rider No. CM-1C Effective for service rendered on and after August 1, 2015 Docket No. E-2, Sub 1076 RR-8

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Application Exhibit A NCUC Docket No. E-2, Sub 1300 Page 93 of 235

RR-9

## MILITARY SERVICE RIDER NO. 28R

# AVAILABILITY

This Rider is available in conjunction with the Large General Service Schedule(s) for electricity used on property operated as a training or testing base by a branch of the Armed Forces. Electric service hereunder may be redistributed by Customer to various points of use on contiguous property owned or controlled by Customer; however, Company may continue, in those areas presently contracted for, to provide distribution facilities where the customer is required by Federal Government regulations to supply electric service.

Service hereunder is not available (1) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider, (2) for resale service to the general public; or (3) when it is necessary for Company to make uneconomical and impractical installations.

Supersedes Rider No. 280 Effective for service rendered on and after August 1, 2015 NCUC Docket No. E-2, Sub 1076

## TRANSITION RIDER TR-1D

## AVAILABILITY

This Rider is available in conjunction with either of Company's Large General Service Schedules, LGS or LGS-TOU, to Customer meeting both of the following criteria: (1) Customer received electric service under Small General Service (Time-of-Use) Schedule SGS-TOU or Medium General Service Schedule MGS during the preceding 12 consecutive billing months immediately prior to receiving electric service under this Rider, and (2) Customer's Contract Demand was less than 1,000 kW for the entire 12 consecutive billing months immediately prior to applying for electric service under this Rider.

This Rider is not available for Customer who had previously taken and subsequently discontinued service under this Rider.

The provisions of the rate schedule with which this Rider is used are modified only as shown herein.

#### MONTHLY RATE

For the first 60 consecutive billing months of electric service under this Rider, the Monthly Rate for Customer's total load shall be the amount computed under the rate schedule and any applicable riders specified in the Service Agreement less the following Adjustment:

Adjustment = 
$$(\underline{60 - N}) \times (RS - SGSTOU)$$
  
60

- Where: N = number of months Customer has received electric service under this Rider.
  - RS = the monthly billing under the rate schedule and riders specified in the Service Agreement for the current billing month.
  - SGSTOU = the monthly billing for the current billing month had Customer been provided service under Small General Service (Time-of-Use) Schedule SGS-TOU including any riders specified in the Service Agreement that are applicable to Schedule SGS-TOU. The maximum limitations on the Contract Demand and the registered or computed demand in the Availability provision of Schedule SGS-TOU are ignored for the purpose of determining the monthly billing.

The Adjustment shall not be less than zero.

#### CONTRACT PERIOD

Billing under this Rider is available for a maximum of sixty (60) consecutive billing months provided Customer receives continuous service in conjunction with Company's Large General Service Schedules LGS or LGS-TOU.

Supersedes Rider No. TR-1C Effective for service rendered on and after August 1, 2015 NCUC Docket No. E-2, Sub 1076 OFFICIAL COPY

Application Exhibit A NCUC Docket No. E-2, Sub 1300 Page 95 of 235

**RR-11** 

# **UNMETERED SERVICE** RIDER US-3B

# AVAILABILITY

This Rider is available in conjunction with Company's Small General Service Schedule SGS when service is rendered on an unmetered basis and Customer's electrical requirement is demonstrated to be 100 watts or less. Each separate service delivery point shall be considered as a contract location for application of this provision. Company reserves the right to inspect Customer's equipment at any time to verify actual load and to install or require Customer install a current limiting device. In the event of Customer's failure to notify Company of an increase in load, Company reserves the right to refuse to serve this contract location thereafter under this provision and to require Customer rewire to permit metered service.

This Rider is not available for short-term, construction, temporary, breakdown, back-up or standby service.

The provisions of Small General Service Schedule SGS with which this Rider is used are modified only as shown herein.

# MONTHLY RATE

The Monthly Billing shall be an amount equal to the Customer Charge plus the REPS Adjustment contained in the Small General Service Schedule SGS plus a charge at the first kilowatt-hour energy block charge stated in Schedule SGS for the estimated energy usage shown below.

Maximum Equipment Rating	Estimated Monthly Usage
Wattage rating of 10 or less	0 kWh
Wattage rating of 11 but not greater than 50	15 kWh
Wattage rating of 51 but not greater than 100	30 kWh

Supersedes Rider No. US-3A Effective for service rendered on and after August 1, 2015 NCUC Docket No. E-2, Sub 1076

## HIGHLY FLUCTUATING OR INTERMITTENT LOAD RIDER NO. 9P

# AVAILABILITY

This Rider is available in conjunction with any schedule when service is taken for welding equipment, Xray apparatus, elevator motors, electric furnaces, or other similar equipment and the Customer thereby imposes on the Company's system a highly fluctuating or intermittent load requiring facilities above those needed to serve the Contract Demand.

This Rider is not available for breaker or fault testing laboratories.

The provisions of the rate schedule with which this Rider is used are modified only as shown herein.

# HIGHLY FLUCTUATING OR INTERMITTENT LOAD

A Highly Fluctuating or Intermittent Load is a load imposed on the Company's system for an extremely short duration whose magnitude would not be recorded by the Company's metering equipment. The kVa of Highly Fluctuating or Intermittent Load will be the kVa capacity installed or supplied to maintain proper voltage less the estimated kVa capacity which would have been installed excluding the Highly Fluctuating or Intermittent Load, but shall not be greater than the total kVa of Highly Fluctuating or Intermittent.

## MONTHLY RATE

An amount computed under the rate schedule with which this Rider is used plus the sum of the following amounts:

- 1. \$0.41 per kVa for each kVa of Highly Fluctuating or Intermittent Load as determined above.
- 2. An amount equal to the Monthly Facilities Charge specified in the Company's Service Regulations times the cost of the additional distribution and transmission line capacity installed to provide for the Highly Fluctuating or Intermittent Load.

#### CONTRACT PERIOD

The Contract Period will be the period as specified in the Service Agreement.

Supersedes Rider No. 90 Effective for service rendered on and after March 16, 2018 Docket No. E-2, Sub 1142

## STANDBY AND SUPPLEMENTARY SERVICE RIDER NO. 7D

## AVAILABILITY

This Rider is available in conjunction with any general service schedule to permit Supplementary Service and the amount of Standby Service which, in the opinion of Company, it has available at any particular location, to customers having another source of power not held solely for emergency use and for which Company's service may be substituted either directly or indirectly or used as an additional power supply.

Where Customer's other source of power is connected either electrically or mechanically to equipment which may be operated concurrently with service supplied by Company, Customer shall install and maintain at his expense such devices as may be necessary to protect his equipment and service and to automatically disconnect his generating equipment, which is operated in parallel with Company, when service used by Customer is affected by electrical disturbances on Company's or Customer's systems.

Not available for temporary or seasonal service, or for Standby Service in excess of 25,000 kW.

The provisions of the rate schedule with which this Rider is used are modified only as shown herein.

This Rider is not available for new applications after September 10, 1987. Customer receiving service under this Rider which was a part of a Service Agreement on September 10, 1987 may continue receiving service under this Rider. If Customer elects another standby or back-up service rider, or fails to meet the availability provisions contained herein, this Rider will no longer be available to Customer.

#### RIDER APPLICATIONS TO TIME-OF-USE SCHEDULES

When the Rider is used in conjunction with one of Company's time-of-use schedules, only the demands registered or computed by Company's metering facilities during the on-peak hours indicated in the applicable schedule shall be subject to the conditions of this Rider. Customer may contract for an off-peak Contract Demand which exceeds the on-peak Contract Demand, both of which are specified in the Service Agreement; however, the maximum demand registered during the off-peak period shall be billed in accordance with the applicable schedule.

#### **DEFINITIONS**

#### Contract Demand

The Contract Demand is the maximum kW that Customer desires Company to supply for Standby and Supplementary Service combined, as specified in the Agreement for Service, which shall not be less than 15 kW, and shall be increased by the amount of the excess whenever exceeded in either of the events following:

- 1. When the maximum kW registered for a 15-minute period of use exceeds the established Contract Demand, unless and until Company within sixty days requests Customer to reduce such demand to a specified amount but not less than the established Contract Demand.
- 2. When the sum of the Standby Service and the Supplementary Service exceeds the established Contract Demand.

Oct 06 2022

## Standby Service

Standby Service is the service which Customer desires Company to supply for scheduled maintenance or breakdown purposes. Customer shall arrange his maintenance during periods approved by Company. Such scheduled maintenance shall be consistent with good engineering and operating practices and shall not exceed 45 days during the contract year. Customer shall notify Company of any use of this Standby Service for breakdown purposes.

The amount of Standby Service initially contracted for may be increased by mutual agreement only before the established Contract Demand is exceeded and any established amount of Standby Service may be decreased, upon request of Customer and concurrence by Company, by substituting a kW of Supplementary Service for a kW of Standby Service.

## Supplementary Service

Supplementary Service is service continuously available to supplement Customer's other power sources. The contract kW of Supplementary Service shall be the established Contract Demand less the contract kW of Standby Service, but cannot be less than the minimum contained in the rate schedule with which this Rider is used. The contract kW of Supplementary Service shall be increased by the amount of the excess whenever exceeded by the metered 15-minute demand, except that when Standby Service is being used for scheduled maintenance during periods approved by Company or when Company has been notified of its use for breakdown purposes the contract kW of Supplementary Service will not be increased unless the Contract Demand is exceeded and in such case the contract kW of Supplementary Service will be increased only by the amount that the metered demand exceeded the Contract Demand. However, in all events, Company may within sixty days request Customer to reduce such demand to a specified amount but not less than the established contract kW of Supplementary Service.

## MONTHLY BILLING

The Monthly Billing shall be the sum of the following amounts:

- 1. An amount computed under the rate schedule with which this Rider is used for the Billing Demand established and the kilowatt-hours used during the current month but in no event for a consumption of less than the Minimum Number of Kilowatt-hours per kW of that portion of the Billing Demand which is billed as Supplementary Service during the current month. When Customer is served under a time-of-use schedule, the Minimum Number of Kilowatt-hours shall be determined based on the on-peak Billing Demand for the Contract kW of Supplementary Service and the Kilowatt-hours billed under the Minimum Number of Kilowatt-hours provision in excess of those registered shall be billed at the off-peak Kilowatt-hour charge of the applicable time-of-use schedule.
- 2. When Customer operates in parallel with Company or can substitute for Company's service, \$1.26 for each of the first 200 kW, \$0.97 for each of the next 24,800 kW, and \$1.55 for each of the additional kW of Contract Demand in excess of the Billing Demand established during the current month.
- 3. After Standby Service is used for breakdown purposes in more than 30 days during the current twelve billing months; an amount equal to \$0.39 times (a) the maximum number of kW registered during the current billing month in excess of the contract kW of Supplementary Service and (b) the number of days in the current billing month that Standby Service was used in excess of 30 days during the current twelve billing months.

4. An amount equal to of the monthly facilities charge applicable to Extra Facilities, as specified in the Service Regulations, times the difference between the estimated cost of (1) the facilities required by Company to supply the Contract Demand and (2) the facilities required by Company to supply the contract kW of Supplementary Service.

#### MINIMUM NUMBER OF KILOWATT-HOURS

The Minimum Number of Kilowatt-hours per kW shall be:

- 1. For customers regularly generating electricity by steam all of which steam is subsequently used for heating or processing purposes or for customers generating electricity by water, 150 kilowatt-hours per kW.
- 2. For other customers, the number of kilowatt-hours per kW determined by dividing the difference between (1) the total number of kilowatt-hours used by Customer in the current billing month and (2) five percent of the lesser of (a) the number of kilowatt-hours supplied by Company in the current billing month or (b) the number of kilowatt-hours supplied by Customer in the current billing month, by Customer's maximum 15-minute system load established during the current billing month.

#### BILLING DEMAND

The Billing Demand(s) shall be determined in accordance with the applicable schedule for the contract kW of Supplementary Service; but when Customer has contracted for, or has used at any time, Supplementary Service for Standby Service purposes, the minimum Billing Demand(s) shall be the contract kW established for Supplementary Service less 1000 kW.

If Standby Service is used during part of the current billing month, the maximum kW registered will be reduced by an amount equal to the maximum kW registered in excess of the kW of Supplementary Service times the ratio of the number of days it was not used to 30 days.

#### SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

#### CONTRACT PERIOD

As specified in the Agreement for Service, but not less than one year.

Supersedes Rider No. 7C Effective for service rendered on and after March 16, 2018 NCUC Docket No. E-2, Sub 1142

RR-14

# SUPPLEMENTARY AND INTERRUPTIBLE STANDBY SERVICE RIDER NO. 57H

# AVAILABILITY

This Rider is available to customers served under this Rider on September 15, 1993 in conjunction with any of Company's General Service rate schedules to permit Supplementary and Interruptible Standby Service to Customer having generation equipment not held solely for emergency use and for which Company's service may be substituted either directly or indirectly or used as an additional power supply.

Customer shall execute a contract specifying separately the requirements for both Supplementary Service and Interruptible Standby Service and shall pay a monthly facilities charge in accordance with Company's Service Regulations for the additional investment necessary to provide the maximum Interruptible Standby Service.

Where Customer's generation equipment is connected either electrically or mechanically to equipment which may be operated concurrently with service supplied by Company, Customer shall install and maintain at his expense such devices as may be necessary to protect his equipment and service and to automatically disconnect his generating equipment, which is operated in parallel with Company, when service used by Customer is affected by electrical disturbances on Company's or Customer's systems.

This Rider is not available (1) for new applications after September 15, 1993, (2) after Customer who was served under this Rider on September 15, 1993, elects to discontinue service under this Rider. (3) for temporary or supplementary seasonal service, (4) for use in conjunction with any of Company's other standby or generation service riders, or (5) for Interruptible Standby Service in excess of 50,000 kW. The provisions of the rate schedule with which this Rider is used are modified only as shown herein.

#### DEFINITIONS

#### Contract Demand

The Contract Demand is the maximum kW that Customer desires Company to supply for Supplementary and Interruptible Standby Service combined, as specified in the Agreement for Service, which shall be not less than 1,000 kW, and shall be increased by the amount of the excess whenever exceeded in either of the events following:

- (1) When the maximum kW registered for a 15-minute period of use exceeds the established Contract Demand, unless and until Company within 60 days requests Customer to reduce such demand to a specified amount but not less than the established Contract Demand.
- (2) When the sum of the Supplementary Service and Interruptible Standby Service exceeds the established Contract Demand.

The Contract Demand is subject to curtailment to the kW of Supplementary Service during an Interruptible Period.

#### Interruptible Standby Service

Interruptible Standby Service is the service which Customer requests Company to supply for maintenance or breakdown of Customer's generation equipment.

The amount of Interruptible Standby Service shall not exceed the nameplate KW capacity of Customer's installed generation. The amount of Interruptible Standby Service initially contracted for may be increased by mutual agreement only before the established Contract Demand is exceeded and any established amount of Interruptible Standby Service may be decreased, upon request of Customer and concurrence by Company. Customer's total Interruptible Standby Service requirement shall be subject to full interruption up to fifteen hours in each 24-hour day. Customer shall be given a minimum of 30 minutes notice before required interruption of standby load is to take place.

If, during an Interruptible Period, there is a breakdown of Customer's generation equipment, Customer will have up to 15 minutes usage of Interruptible Standby Service while reducing Customer's load to the kW of Supplementary Service and Customer shall notify Company of such occurrence.

#### Supplementary Service

Supplementary Service is service continuously available to supplement Customer's other power sources and is the kW of demand to which Customer shall reduce his requirement at the time specified by Company. The contract kW of Supplementary Service shall be the established Contract Demand less the contract kW of Interruptible Standby Service, but cannot be less than the minimum contained in the rate schedule with which this Rider is used. The contract kW of Supplementary Service shall be increased when the Contract Demand is exceeded and in such case the contract kW of Supplementary Service will be increased only by the amount that the metered demand exceeded the Contract Demand.

#### MONTHLY BILLING

The Monthly Billing shall be the sum of the following amounts:

- 1. An amount computed under the rate schedule with which this Rider is used for the Billing Demand established and the kilowatt-hours used during the current month but in no event for a consumption of less than the Minimum Number of Kilowatt-hours per kW for that portion of the Billing Demand which is billed as Supplementary Service during the current month, and
- 2. An amount equal to the monthly facilities charge as specified in Company's Service Regulations times the difference between the installed cost of (1) the facilities required by Company to supply the Contract Demand and (2) the facilities required by Company to supply the contract kW of Supplementary Service.

#### MINIMUM NUMBER OF KILOWATT-HOURS

The Minimum Number of Kilowatt-hours per kW shall be:

- 1. For customers regularly generating electricity by steam all of which steam is subsequently used for heating or processing purposes or for customers generating electricity by water, coal, or nonfossil sources, 150 kilowatt-hours per kW of Supplementary Service.
- For other customers, the number of kilowatt-hours per kW determined by dividing the difference between (1) the total number of kilowatt-hours used by Customer in the current billing month and (2) five percent of the lesser of (a) the number of kilowatt-hours supplied by Company in the current billing month or (b) the number of kilowatt-hours supplied by Customer in the current billing month, by Customer's maximum 15-minute system load established during the current billing month.

## **BILLING DEMAND**

The Billing Demand of Supplementary Service shall be the maximum kW registered or computed, by or from Company's metering facilities, during a 15-minute interval within the current billing month, but not less than the greater of: (1) the Billing Demand determined in accordance with the schedule with which this Rider is used for the contract kW of Supplementary Service, or (2) when Customer has contracted for, or has used at any time, Supplementary Service for Interruptible Standby Service purposes, the contract kW established for Supplementary Service less 1,000 kW.

When Interruptible Standby Service is used during the current billing month, the Billing Demand of Supplementary Service shall be the established contract kW of Supplementary Service. In addition, the Billing Demand for the current month shall be increased by the maximum kW in excess of the established contract kW of Supplementary Service times the ratio of the number of days used to 30.

#### **INTERRUPTIBLE PERIOD**

The interruptible period shall be a 15-hour period unless Company specifies a shorter period at the time the Customer is notified.

#### FAILURE TO COMPLY WITH INTERRUPTIBLE REQUIREMENTS

When the kW of demand exceeds the contract kW of Supplementary Service during an Interruptible Period, then, for the first such failure to interrupt, Customer shall pay \$0.97 per kW for each kW in excess of the contract kW of Supplementary Service. For the second failure, Customer shall pay an amount per kW of such excess equal to the per kW demand charge as stated in the Large General Service rate schedule. These charges will be multiplied by the number of months up to 12 that have occurred since Customer's last failure to comply or since service first began, whichever is less. For the third and subsequent failures, Customer shall pay an amount as computed for the second failure and the contract kW of Supplementary Service will be increased for billing purposes during the current billing month and the next 11 billing months by the amount of such excess. The contract kW of Interruptible Standby Service shall not be changed as the result of a failure to comply.

#### CONTRACT PERIOD

The Contract Period shall not be less than five years, and shall automatically extend thereafter for successive periods of two years unless terminated by either party at the end of any contract period by giving not less than sixty (60) days' written notice to the other party prior to the end of the contract period. The kW of Supplementary and Interruptible Standby Service as specified in the initial term of the Service Agreement are subject to adjustment at the end of each 12-month period, provided that neither the kW of Supplementary Service nor the kW of Interruptible Standby Service is reduced in excess of 20% of the initial amounts contained in the Service Agreement.

## SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

#### **GENERAL**

Service rendered under this Rider is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

Supersedes Rider No. 57G Effective for bills rendered on and after August 1, 2015 NCUC Docket No. E-2, Sub 1076

## SUPPLEMENTARY AND FIRM STANDBY SERVICE RIDER SS-62

## AVAILABILITY

This Rider is available to customers in conjunction with any of Company's general service rate schedules to permit Supplementary and Standby Service to Customer having generation equipment not held solely for emergency use and for which Company's service may be substituted either directly or indirectly or used as an additional power supply. Customer shall execute (1) a Service Agreement specifying separately the requirements for both Supplementary Service and Standby Service and (2) an Interconnection Agreement in accordance with the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generation Interconnections.

This Rider is not available (1) for temporary or supplementary seasonal service, (2) for use in conjunction with any of Company's other standby service riders, (3) for use in conjunction with Company's Dispatched Power Rider No. 68 or Incremental Power Service Rider IPS, or (4) for Standby Service in excess of 50,000 kW. The provisions of the rate schedule with which this Rider is used are modified only as shown herein.

#### DEFINITIONS

#### Contract Demand

The Contract Demand is the total maximum kW that Customer desires Company to supply for both Supplementary and Standby Service combined, as specified in the Service Agreement. It shall be increased by the amount of the excess when the sum of the Supplementary Service Contract Demand and Standby Service Contract Demand exceeds the previously established Contract Demand. The increase shall be effective with the following billing month unless Company requests Customer to reduce such demand to a specified amount but not less than the previously established Contract Demand.

#### Standby Service

Standby Service is the service which Company supplies to replace Customer's generation. This includes breakdown and maintenance periods. For generation with a planning capacity factor of less than 60%, the Standby Service Contract Demand shall be the nameplate kW capacity of Customer's installed generation. For generation with a planning capacity factor of 60% or greater, the Standby Service Contract Demand shall be the maximum increased demand Company is requested to serve whenever Customer's generation is not operating, which may be less than the generator nameplate rating. The Standby Service Contract Demand may be increased by mutual agreement.

#### Supplementary Service

Supplementary Service is the service which Company continuously supplies to replace Customer's generation. The Contract Demand of Supplementary Service shall be the established Contract Demand minus the Standby Service Contract Demand; however, whenever the established Contract Demand is exceeded, the Supplementary Service Contract Demand shall increase effective with the following billing month by the amount the established Contract Demand exceeds the Standby Service Contract Demand. However, in all events, Company may within 30 days request Customer to reduce such demand to a specified amount, but not less than the previously established Supplementary Service Contract Demand.

Oct 06 2022

# MONTHLY BILLING

The Monthly Bill shall be the sum of the following amounts:

- 1. <u>Availability to Serve Charges:</u>
  - a. Generation Reservation Charge applicable customers both less than 60% and 60% or greater planning capacity factor \$0.75/kW of Standby Service Contract Demand.
  - b. Standby Service Delivery Charge (applicable to customer generation with a planning capacity factor 60% or greater):

Per kW of Standby Service Contract Demand for Customer served from:

Transmission System (voltage of 69 kV or higher) \$1.88/kW

Distribution System (voltage below 69 kV) \$3.61/kW

- c. Extra Facilities Billing applicable to both less than 60% and 60% or greater planning capacity factor customers: An amount equal to the monthly facilities charge, as specified in Company's Service Regulations, times the difference between the installed cost of (1) the facilities required by Company to supply the Contract Demand, including any protective or other equipment deemed necessary to accommodate Customer's parallel operation, and (2) the facilities required by Company to supply the contract kW of Supplementary Service.
- 2. Supplementary and Standby Service Usage Charges:
  - a. For generation with a planning capacity factor of less than 60%:

Supplementary and Standby Service billing for the established demand and kilowatt-hours consumed during the month is under the rate schedule and rider(s) with which this Rider is used.

- b. For generation with a planning capacity factor of 60% or greater:
  - i. Supplementary Service billing for the Billing Demand established and the kilowatt-hours consumed associated with the Supplementary Service Contract Demand is under the rate schedule and rider(s) with which this Rider is used.
  - ii. Standby Service billing for the kilowatt-hours consumed in excess of the Supplementary Service Contract Demand shall be at the sum of the (1) Standby Service RTP Hourly Energy Rate, as shown below, plus (2) the Rider Adjustment applicable during the current billing month. The Rider Adjustment shall include the sum of the DSM/EE and DSM/EE EMF rate adjustments during the current billing month. This amount shall be computed on an hourly basis.

#### STANDBY SERVICE RTP HOURLY ENERGY RATE

The Real Time Pricing (RTP) Hourly Energy Rate applicable to all usage in excess of the Supplementary Service Contract Demand shall be calculated as follows:

Hourly RTP Rate	=	(MENERGY + CAP + ADDER) X (1 + TAXES)
where: MENERGY	=	Marginal Energy Cost per kilowatt-hour including marginal fuel, variable operating and maintenance expenses, and delivery losses
CAP	=	Tiered Capacity Charge per kilowatt-hour applicable whenever the day-ahead forecast of the ratio of hourly available generation to hourly demand is equal or less than 1.15

ADDER	=	=	$\beta$ X (Class Rate-Hourly Marginal Cost), but not less than zero		
where:					
β	=	=	a fixed value equal to 0.20		
Class	Rate =	=	the prior calendar year average rate per kilowatt-hour under the conventional tariffs applicable to the LGS class, as updated annually effective with the February billing		
Hourly Margi		=	the sum of the specific hour's kilowatt-hour price for MENERGY and CAP, all as defined above		
TAXES	=	=	NC Regulatory Fee (currently 0.13%)		

# CONTRACT PERIOD

As specified in the Application for the Supply of Electricity, but not less than one year.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

## **GENERAL**

Where Customer's generation equipment is connected either electrically or mechanically to equipment which may be operated concurrently with service supplied by Company, Customer shall install and maintain at his expense such devices as may be necessary to protect his equipment and service and to automatically disconnect his generating equipment, which is operated in parallel with Company, when service used by Customer is affected by electrical disturbances on Company's or Customer's systems.

Service rendered under this Rider is subject to the provisions of the Service Regulations and any changes therein, substitutions therefore, or additions thereto lawfully made.

Supersedes Riders SS-61 Effective for service rendered on and after June 1, 2021 NCUC Docket No. E-2, Sub 1219 Duke Energy Progress, LLC (North Carolina Only) RR-16

## SUPPLEMENTARY AND NON-FIRM STANDBY SERVICE RIDER NFS-14

# AVAILABILITY

This Rider is available to customers in conjunction with any of Company's General Service rate schedules to permit Supplementary and Non-Firm Standby Service to Customer having generation equipment with a planning capacity factor of 60% or greater not held solely for emergency use and for which Company's service may be substituted either directly or indirectly or used as an additional power supply. Customer shall execute (1) a Service Agreement specifying separately the requirements for both Supplementary Service and Non-Firm Standby Service and (2) an Interconnection Agreement in accordance with the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generation Interconnections.

This Rider is not available (1) for temporary or supplementary seasonal service, (2) for use in conjunction with any of Company's other standby or generation service riders, (3) for Customer's with nameplate generation capacity below 200 kW, (4) for a customer who is not currently receiving service under this Rider but had previously received service under the Rider in the preceding twelve months, (5) in conjunction with curtailable service schedules or riders, or (6) for Non-Firm Standby Service in excess of 50,000 kW. The provisions of the rate schedule with which this Rider is used are modified only as shown herein.

## **DEFINITIONS**

## Contract Demand

The Contract Demand is the maximum kW that Customer desires Company to supply for Supplementary and Non-Firm Standby Service combined, as specified in the Service Agreement, and shall be increased by the amount of the excess when the sum of the Supplementary Service Contract Demand and Non-Firm Standby Service Contract Demand exceeds the previously established Contract Demand, unless and until Company within 60 days requests Customer to reduce such demand to a specified amount but not less than the established Contract Demand.

During a Non-Firm Period, the Contract Demand is subject to curtailment by Customer to not exceed the Supplementary Service Contract Demand.

# Non-Firm Standby Service

Non-Firm Standby Service is the service which Company supplies to replace Customer's generation. This includes breakdown and maintenance periods approved by Company. The amount of Non-Firm Standby Service shall not exceed the nameplate kW capacity of Customer's installed generation. The amount of Non-Firm Standby Service initially contracted will automatically be increased whenever the established Contract Demand is exceeded, unless Company within 60 days requests Customer to reduce such demand to a specified amount. The Non-Firm Standby Service Demand shall increase by the amount the established demand exceeds the Supplementary Service Contract Demand.

## Supplementary Service

Supplementary Service is service continuously available to supplement Customer's other power sources and is the kW of demand to which Customer shall reduce his requirement during a Non-Firm period specified by Company. The Supplementary Service Contract Demand shall be specified in the contract and shall only change based upon mutual consent of the parties, but in no case can it be less than the minimum contained in the rate schedule with which this Rider is used.

**Oct 06 2022** 

## MONTHLY BILLING

The Monthly Billing shall be the sum of the following amounts:

1. Supplementary Service Billing:

An amount computed under the rate schedule with which this Rider is used for the Billing Demand established and the kilowatt-hours consumed associated with the Supplementary Service Contract Demand.

2. Non-Firm Standby Service Billing:

An amount computed as the kilowatt-hours consumed in excess of the Supplementary Service Contract Demand times the sum of the (a) Non-Firm Standby Service Hourly RTP Energy Rate, as shown below, plus (b) the Rider Adjustment applicable during the current billing month. The Rider Adjustment shall include the sum of the DSM/EE and DSM/EE EMF rate adjustments during the current billing month. This shall be computed on an hourly basis.

- 3. Non-Firm Standby Notification Customer Charge: \$65.00
- 4. Non-Firm Standby Service Delivery Charge:

Per kWh of Non-Firm Standby Service Usage for Customer served from:	
Transmission System (voltage of 69 kV or higher)	\$0.00352/kWh
Distribution System (voltage below 69 kV)	\$0.00573/kWh

Non-Firm Standby Service Usage shall be all kilowatt-hours consumed in excess of the Supplementary Service Contract Demand in the current billing month.

5. Extra Facilities Billing:

An amount equal to the monthly facilities charge as specified in Company's Service Regulations times the difference between the installed cost of (1) the facilities required by Company to supply the Contract Demand, including any protective or other equipment deemed necessary to accommodate Customer's parallel operation, and (2) the facilities required by Company to supply the contract kW of Supplementary Service.

## NON-FIRM STANDBY SERVICE RTP HOURLY ENERGY CHARGE

The Real Time Pricing (RTP) Hourly Rate applicable to all usage in excess of the Supplementary Service contract kW shall be calculated as follows:

Hourly RTP Rate	=	(MENERGY + CAP + ADDER) X (1 + TAXES)
where:		
MENERGY	=	Marginal Energy Cost per kilowatt-hour including marginal fuel, variable operating and maintenance expenses, and delivery losses
САР	=	Tiered Capacity Charge per kilowatt-hour applicable whenever the day-ahead forecast of the ratio of hourly available generation to hourly demand is equal or less than 1.15
ADDER	=	$\beta$ X (Class Rate-Hourly Marginal Cost), but not less than zero
where:		
β	=	a fixed value equal to 0.20

Class Rate	=	the prior calendar year average rate per kilowatt-hour under the conventional tariffs applicable to the LGS class, as updated annually effective with the February billing
Hourly		
Marginal Cost	=	the sum of the specific hour's kilowatt-hour price for MENERGY and CAP, all as defined above
TAXES	=	NC Regulatory Fee (currently 0.13%)

During Non-Firm Periods, the applicable Non-Firm Standby Service Hourly RTP Energy Rate shall be the greater of the Hourly RTP Rate, as calculated above, or the PJM price during the hour, plus 5%, plus any applicable transmission charges to deliver the electricity from PJM plus the North Carolina regulatory fee. The applicable PJM rate shall be final settlement hourly rate for the PJM Western Hub.

# NON-FIRM PERIOD

The Non-Firm Period shall be a fifteen-hour period, unless Company specifies a shorter period at the time the Customer is notified. Customer shall be given a minimum of 30-minutes notice before the requested Non-Firm Period is to take place. Company shall use reasonable diligence to notify Customer of an impending Non-Firm Period and having used reasonable diligence shall not be liable to Customer should Customer not receive notification. To assist Customer in reviewing the financial impact of Non-Firm Standby Service usage, Company will provide its Hourly RTP Rates on a password-secured website. A forecast of PJM hourly rates is available from the PJM website; however, the final settlement rate will be used for billing which may differ from the PJM forecast.

## SUPPLEMENTARY SERVICE BILLING DEMAND

The Billing Demand of Supplementary Service shall be the maximum kW registered or computed, by or from Company's metering facilities, during a 15-minute interval within the current billing month, but not greater than the Billing Demand determined in accordance with the schedule with which this Rider is used for the contract kW of Supplementary Service.

# FAILURE TO COMPLY WITH NON-FIRM STANDBY SERVICE REQUIREMENTS

Customer shall undertake all reasonable steps to ensure that Customer's load does not exceed the Supplementary Service kW during all Non-Firm Periods. Continual failure to limit usage to the Supplementary Service kW or less during Non-Firm Periods shall constitute grounds for either increasing the Supplementary Service contract demand or removal from this Rider.

#### CONTRACT PERIOD

The Contract Period shall not be less than five years, and shall automatically extend thereafter for successive periods of two years unless terminated by either party at the end of any contract period by giving not less than sixty (60) days' written notice to the other party prior to the end of the contract period.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

## **GENERAL**

Where Customer's generation equipment is connected either electrically or mechanically to equipment which may be operated concurrently with service supplied by Company, Customer shall install and maintain at his expense such devices as may be necessary to protect his equipment and service and to automatically disconnect his generating equipment, which is operated in parallel with Company, when service used by Customer is affected by electrical disturbances on Company's or Customer's systems.

Service rendered under this Rider is subject to the provisions of the Service Regulations and any changes therein, substitutions therefore, or additions thereto lawfully made.

Supersedes Rider NFS-13 Effective for service rendered on and after June 1, 2021 NCUC Docket No. E-2, Sub 1219 Duke Energy Progress, LLC (North Carolina Only)

### RR-17

### LARGE LOAD CURTAILABLE RIDER LLC-7

## AVAILABILITY

This Rider is available on a voluntary basis to Customer receiving electric service under any general service schedule provided Customer contracts for 1,000 kW or greater which is subject to be curtailed under the provisions of this Rider. Customers continually served under a predecessor of this Rider prior to June 1, 2013 with a lesser amount of curtailable demand shall continue to be served under this Rider until such time that service under the Rider is terminated by Customer or Company.

This Rider is not available: (1) for temporary service, (2) for a customer who is not currently receiving service under this Rider, but had previously received service under this Rider in the preceding twenty-four months, or (3) in conjunction with another non-firm or curtailable rider. Customer may use other sources of power to curtail electrical load without being subject to standby service requirements.

### APPLICABILITY

The schedule used in conjunction with this Rider is modified only as shown herein. By electing service under this Rider, Customer agrees to curtail electrical load according to the provisions of this Rider.

Where Customer's other source of power is connected electrically or mechanically to equipment which may be operated concurrently with service supplied by Company, Customer shall install and maintain at his expense such devices as may be necessary to protect his equipment and service and to automatically disconnect his generating equipment, which is operated in parallel with Company, when service used by Customer is affected by electrical disturbances on Company's or Customer's systems. Should Company determine that Customer's facilities are not adequate to protect Company's facilities, Company may install the necessary facilities and Customer shall pay for the extra facilities in accordance with Company's Service Regulations. When this Rider is used in conjunction with the applicable standby or back-up service rider, standby service shall not be substituted for curtailable load and in no event shall the Demonstrated Curtailable Demand be greater than the difference between the Supplementary Service Demand and the Firm Demand.

When this Rider is used in conjunction with either the Dispatched Power or Incremental Power Service Riders, any Class 2 Dispatched or Incremental energy (kWh) will be excluded from the determination of Demonstrated Curtailable Demand under this Rider and the Customer Charge contained herein will not be applicable.

### DEFINITIONS

### A. FIRM DEMAND

The Firm Demand shall be the kW of demand specified in the Service Agreement to which Customer shall reduce his requirement at the time specified by Company. Customer shall contract for a Winter Firm Demand for the service rendered during the calendar months of October through March and a Summer Firm Demand for service rendered during the calendar months of April through September.

### B. <u>DEMONSTRATED CURTAILABLE DEMAND</u>

The Demonstrated Curtailable Demand shall be the average kW demand during the on-peak hours less the applicable Firm Demand. The Summer Firm Demand shall be applicable during the billing months of April through September and the Winter Firm Demand shall be applicable during the billing months of October through March. The average on-peak kW shall be determined by dividing the on-peak kWh by 252.

### C. <u>PREMIUM DEMAND</u>

The Premium Demand shall be the maximum 15-minute kW demand registered or computed by or from Company's metering facilities during any Curtailment Period in the billing month less the

applicable Firm Demand, but not less than zero. The applicable Firm Demand shall be determined based upon the calendar month when the Premium Demand was consumed.

# D. <u>CURTAILMENT PERIOD</u>

The Curtailment Period(s) may occur during on-peak or off-peak hours of any month and shall be an 8-hour period unless Company specifies a shorter period at the time Customer is notified. Company shall send notification to Customer a minimum of 30 minutes before the requested curtailment is to occur. At the time Customer is notified to curtail, Customer will be advised whether the Curtailment Period is a Level 1 or a Level 2 Capacity Curtailment Period. Company shall use reasonable diligence to notify Customer of an impending Curtailment Period and having used reasonable diligence shall not be liable to Customer should Customer not receive notification. The number of hours of Curtailment in any calendar day shall be no more than 8 hours. Company reserves the right for a longer interruption in the event continuity of service is threatened. The total hours of Capacity Curtailment Periods shall be no more than 400 hours during a calendar year.

# E. <u>ON-PEAK HOURS</u>

1. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 10:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

2. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as the hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

# F. OFF-PEAK HOURS

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

# MONTHLY RATE

An amount computed under the applicable schedule and other riders with which this Rider is used, plus the following Customer Charge and Credit:

- A. Customer Charge: \$65.00
- B. Credit = Discount x Demonstrated Curtailable Demand, but not less than zero (\$0)

Where: Discount = \$5.60 per kW

# ADDITIONAL CHARGES FOR USE OF PREMIUM DEMAND

If Customer exceeds the Firm Demand during a Level 1 or Level 2 Capacity Curtailment Period, it shall be considered to be the Use of Premium Demand.

A. <u>DURING A LEVEL 1 CAPACITY CURTAILMENT PERIOD</u>

For use of Premium Demand during a Level 1 Capacity Curtailment, Customer shall pay to Company \$2.80 per kilowatt-hour for all kilowatt-hours attributable to Premium Demand during the Level 1 Curtailable Period. This charge shall be in addition to applicable kWh charge(s) in the rate schedule with which this Rider is used.

Oct 06 2022

# DURING A LEVEL 2 CAPACITY CURTAILMENT PERIOD

Customer shall pay to Company \$50.00 for each kW of Premium Demand for each and every Level 2 Curtailable Period during the billing period.

In addition to the charge(s) for the use of Premium Demand, for the second Use of Premium Demand (Level 2 Only) during a 12-month period, the Firm Demand shall automatically be increased to equal the maximum 15-minute demand registered during the Level 2 Curtailment Period. In addition to the charges for the use of Premium Demand (Level 2 Only), for the third or subsequent Use of Premium Demand during a 12-month period, service under this Rider shall be terminated and Customer shall pay the sum of all credits received during the current and prior 11 billing months, reduced by any payments for the Use of Premium Demand during the 12 month period, but not less than zero.

# CURTAILABLE NOTIFICATION

Customer must provide, at Customer's expense, contact information and suitable mean(s) for Company communication of Curtailment Periods, including but not limited to text messaging, telephone, and electronic mail. Customer is solely responsible to notify Company of changes in Customer's contact and communication information as they occur. Company shall use reasonable diligence to notify Customer of an impending Curtailment period and having used reasonable diligence shall not be liable for Customer's failure to receive and act upon curtailment notifications.

# CONTRACT PERIOD

The Contract Period shall be five (5) years, with automatic successive extensions of two (2) years thereafter, unless: (a) terminated by either party at the end of the Contract Period by giving not less than sixty (60) days written prior notice, (b) terminated by Company in accordance with the Additional Charges for Use of Premium Demand provision above.

# CUSTOMER REQUESTED TERMINATION OR CHANGES IN FIRM DEMAND

Customer may terminate service under the Rider or revise the Firm Demand at the end of any Contract Period without charge. The Firm Demand is also subject to upward adjustment at no charge if the Contract Demand is increased, provided there is no net change in the amount of demand that is subject to curtailment.

The difference in the Firm Demand and the Contract Demand may be reduced during the Contract Period provided Customer pays Company a charge of \$50.00 for each kW of Contract Demand that will no longer be subject to curtailment. If Curtailable Service is terminated at any other time, for reasons other than automatic disqualification due to the excessive Use of Premium Demand, Customer shall pay Company the sum of all credits received during the current and prior 11 billing months. Any adjustment of the Firm Demand shall not be applied retroactive to any prior Use of Premium Demand.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# **GENERAL**

Service rendered under this Rider is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission. The provisions of this Rider are subject to change upon approval by the North Carolina Utilities Commission.

Supersedes Rider No LLC-6 Effective for service rendered on and after June 1, 2021 NCUC Docket No. E-2, Sub 1219

### DISPATCHED POWER RIDER NO. 680

## AVAILABILITY

This Rider is available in conjunction with Company's Large General Service Schedules. The rate schedule with which this Rider is used is modified only as shown herein. The Contract Period for service under this Rider shall continue until terminated either by Customer or Company by giving not less than 30 days written notice to the other party.

Service under this Rider may be offered at Company option and only during Company's low production cost periods, for Customer usage normally above levels at which they would otherwise operate.

#### **DEFINITIONS**

#### Class 2 Dispatched Power Period

A Class 2 Dispatched Power Period shall normally be a 24-hour period for days which contain on-peak hours. Company will attempt to schedule Class 2 periods adjacent to Saturdays, Sundays, and holidays which are as specified in the Company's LGS-TOU Schedule.

#### **Dispatched Demand**

Dispatched Demand is the kW demand in each 15-minute interval, during a Class 2 Dispatched Power Period, minus: 1) the maximum on-peak demand established outside a Dispatched Power Period, exclusive of standby service, if the applicable schedule is LGS-TOU, or 2) the maximum billing demand established outside a Dispatched Power Period, exclusive of standby service, if the applicable schedule is LGS. In no event will Dispatched Demand be less than zero.

### Dispatched Energy

Dispatched Energy is all kilowatt-hours attributable to use of Dispatched Demand.

### MONTHLY RATE

- A. Customer Charge in addition to the Basic Customer Charge in the rate schedule: \$65.00.
- B. Demands established during a Class 2 Dispatched Power Period will not be 1) used to determine Billing Demand of the applicable rate schedule or 2) considered a use of standby or back-up service.
- C. Dispatched Energy: Class 2 Dispatched Energy shall be billed at the rate specified in the applicable schedule plus the following increment:

LGS-TOU		LGS
<u>On-peak</u>	<u>Off-peak</u>	
1.5¢/kWh	0.0¢/kWh	1.5¢/kWh

#### **NOTIFICATION**

When Company determines that it has Dispatched Power available for sale, Company will provide notification to Customer of the beginning and ending times of a Dispatched Power Period. Notification will be provided via procedures established by Company and such procedures shall be given to Customer.

Company shall use reasonable diligence to notify Customer of the institution of a Dispatched Power Period including the beginning and ending time(s). Company, having used reasonable diligence to notify Customer, shall not be liable should Customer not receive notification. Customer must install, at his expense, a dedicated telephone line in order to receive notification from Company and he must also provide satisfactory space for Company's communication equipment.

## CHANGES TO A DISPATCHED POWER PERIOD

Upon Company's review of its generation costs and its system requirements, Company may notify Customer during a Dispatched Power Period that it will extend beyond the time which Company previously communicated to Customer that such Dispatched Power Period would end.

Upon 30-minute notice, Company may terminate a Dispatched Power Period prematurely in order to decrease the likelihood of instituting a Curtailable Period. A Dispatched Power Period will automatically terminate upon the actual commencement of a Curtailable Period.

### **GENERAL**

Company will not install transformation capacity or other facilities which exceed Customer's requirement during non-Dispatched Power Periods. Demands established during Dispatched Power Periods shall not serve to satisfy Contract obligations of Customer.

Decisions to institute or extend a Dispatched Power Period rest solely with Company.

### SALES TAX

To the above stated charges will be added any applicable North Carolina Sales Tax.

Supersedes Rider No. 68M Effective for service rendered on and after June 1, 2021 NCUC Docket No. E-2, Sub 1219

RR-19

#### INCREMENTAL POWER SERVICE RIDER IPS-12

## AVAILABILITY

This Rider is available to customers in conjunction with Company's Large General Service (Time-of-Use) Schedule LGS-TOU, which is modified only as shown herein.

Service under this Rider is only available at the option of Company, in conjunction with monthly Base Demands established by Company, for Customer usage above Base Demand levels at which Customer would otherwise operate.

This Rider is not available: 1) in conjunction with Company's Dispatched Power Rider No. 68, or 2) for twelve months following Customer's discontinuation of service under this Rider.

#### DEFINITIONS

### Class 2 Incremental Power Period

A Class 2 Incremental Power Period shall normally be a 24-hour period for days that contain onpeak hours.

## Base Demand

Company shall establish Customer's Base Demand for each month of the year. These monthly Base Demands shall be established by Company in advance of Customer's election to utilize this Rider in any given month. Generally, Company will establish or change Base Demand levels upon the following factors: 1) the maximum kW registered or computed, by or from Company's metering facilities, during any on-peak 15-minute interval for the corresponding billing month in the twelve months prior to contracting for this Rider; 2) recent added or reduced electrical load; and 3) whether Customer's historical electrical loads represent Customer's ongoing operation. The Base Demands shall also exclude any demands resulting from standby service, back-up service, dispatched power, or Incremental Power. The monthly Base Demand level shall automatically increase to the maximum on-peak demand established outside any Incremental Power Periods whenever the maximum on-peak demand established outside any Incremental Power Periods exceeds the monthly Base Demand. Customer shall provide thirty (30) days advance written notification to Company when electrical load is to be added or removed or a change in Customer's operation is expected to occur. Company shall adjust any previous monthly bills to reflect the change in the Base Demands upon Company determining that Customer had not provided Company advanced written notification of Customer's increase in electrical load. Company may require Customer to operate at proposed Base Demand levels for up to 12 months before receiving or continuing to receive service under this Rider. Company reserves the right to modify a monthly Base Demand at any time when in its opinion the Base Demand no longer represents Customer's demand level in the absence of the availability of Incremental Power.

#### Incremental Demand

When the registered or computed 15-minute kW demand during an Incremental Power Period exceeds the Base Demand, Incremental Demand shall be the kW demand in each 15-minute interval during the Incremental Power Period minus the greater of: 1) the maximum on-peak demand established outside an Incremental Power Period exclusive of standby or backup service, or 2) the Base Demand.

When the registered or computed 15-minute kW demand during an Incremental Power Period is less than or equal to the Base Demand, then the Incremental Demand shall be zero. In no event, shall Incremental Demand(s) be less than zero.

Oct 06 2022

## Incremental Energy

Incremental Energy is the sum of all kilowatt-hours attributable to use of Incremental Demand.

### MONTHLY RATE

- A. Customer Charge in addition to the Basic Customer Charge in the rate schedule: \$65.00.
- B. The Billing Demand shall be as determined in accordance with Schedule LGS-TOU, disregarding any Incremental Demands used during the billing month.
- C. Incremental Energy: Class 2 Incremental Energy shall be billed at the rate specified in Schedule LGS-TOU plus the following increment:

<u>On-peak</u>	<u>Off-peak</u>
1.500¢/kWh	0.0¢/kWh

### **NOTIFICATION**

When Company determines that it has Incremental Power available for sale, Company will provide notification to Customer of the beginning and ending times of an Incremental Power Period. Notification will be provided via procedures established by Company and such procedures shall be given to Customer.

Company shall use reasonable diligence to notify Customer of the institution of an Incremental Power Period including the beginning and ending time(s). Company, having used reasonable diligence to notify Customer, shall not be liable should Customer not receive notification. Customer must install, at Customer's expense, a dedicated telephone line in order to receive notification from Company and Customer must also provide satisfactory space for Company's communication equipment.

# CHANGES TO AN INCREMENTAL POWER PERIOD

Company may notify Customer during an Incremental Power Period that it will extend beyond the time which Company previously communicated to Customer that such Incremental Power Period would end.

Upon thirty (30) minutes notice, Company may terminate an Incremental Power Period prematurely in order to decrease the likelihood of instituting a Curtailable Period. An Incremental Power Period will automatically terminate upon the actual commencement of a Curtailable Period.

### CONTRACT PERIOD

The Contract Period for service under this Rider shall continue until terminated by Customer or Company by giving not less than thirty (30) days written notice to the other party.

### **GENERAL**

Company will not install transformation capacity or other facilities which exceed Customer's requirement during non-Incremental Power Periods. Demands established during Incremental Power Periods shall not serve to satisfy Contract obligations of Customer.

Decisions to institute, extend, or terminate an Incremental Power Period rest solely with Company.

### SALES TAX

To the above stated charges will be added any applicable North Carolina Sales Tax.

Supersedes Rider No. IPS-10 Effective for service rendered on and after June 1, 2021 NCUC Docket No. E-2, Sub 1219

RR-20

#### ECONOMIC DEVELOPMENT RIDER ED-13

#### AVAILABILITY

Available, only at Company's option, to nonresidential establishments receiving service under Company's Large General Service or Large General Service (Time-of-Use) Schedules provided that the establishment is not classified as Retail Trade or Public Administration by the Standard Industrial Classification (SIC) Manual published by the United States Government.

This Rider is available for load associated with initial permanent service to new establishments, expansion of existing establishments, or new customers in existing establishments who make application to Company for service under this Rider, and Company approves such application. The New Load applicable under this Rider must be a minimum of 1,000 kW at one point of delivery. To qualify for service under this Rider, Customer must meet the qualifications under A. or B. below:

- A. Customer employ an additional workforce in Company's service area of a minimum of seventy-five (75) full time equivalent (FTE) employees. Employment additions must occur following Company's approval for service under this Rider.
- B. Customer's New Load must result in capital investment of four hundred thousand dollars (\$400,000), provided that such investment is accompanied by a net increase in full time equivalent employees employed by Customer in Company's service area. The capital investment must occur following Company's approval for service under this Rider.

This Rider is not available to a new customer which results from a change in ownership of an existing establishment. However, if a change in ownership occurs after Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider ED and continue the schedule of credits outlined below. This Rider is also not available for resumption of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is also not available for: (1) load shifted from one establishment or delivery on Company's system to another on Company's system; (2) short-term, construction, or temporary service; (3) electrical load that results from the shutdown or reduction of generation facilities; or (4) service in conjunction with Transition Rider TR-1.

#### DEFINITIONS

#### New Load

New Load is that which is added to Company's system by a new establishment. For existing establishments, New Load is the net incremental load above that which existed prior to approval for service under this Rider. The New Load shall exclude any curtailable, back-up, standby, dispatched power, or incremental power service.

#### **Delivery** Date

The Delivery Date is the first date service is supplied under the contract.

#### **Operational Date**

The Operational Date shall be the date the facility is fully operational as declared by the Customer, but shall be no more than eighteen (18) months after the Delivery Date.

## <u>Month</u>

The term "month" as used in this Rider means the period intervening between readings for the purpose of monthly billings. Readings will be collected each month at intervals of approximately thirty (30) days.

#### **GENERAL PROVISIONS**

- 1. Customer must make an application to Company for service under this Rider and Company must approve such application before Customer may receive service hereunder. The application must include a description of the amount of and nature of the New Load and the basis on which Customer requests qualification shown in A. or B. under Availability above. In the application, Customer must affirm that availability of this Rider was a factor in Customer's decision to locate the New Load on Company's system. The application shall also specify the total number of full time equivalent employees (FTE) employed by Customer in all establishments receiving electric service from Company's system, at the time of application for this Rider, and on the Operational Date.
- 2. Customer must agree to a minimum contract term of five (5) years, with the credits being available for a maximum period of five (5) years immediately following the Operational Date.
- 3. For customers contracting under this Rider due to expansion, Company may install metering equipment necessary to measure the New Load to be billed under this Rider separate from the existing load billed under the applicable rate schedule. Company reserves the right to make the determination of whether such installation will be separately metered or submetered. If in Company's opinion, the nature of the expansion is such that either separate metering or submetering is impractical or economically infeasible, Company will determine, based on historical usage, what portion of Customer's load, if any, qualifies as New Load eligible for this Rider.
- 4. All terms and conditions of the Large General Service and Large General Service (Time-of-Use) Schedules applicable to the individual customer shall apply to the service supplied to Customer, except as modified by this Rider.

### MONTHLY BILLING

The Monthly Billing shall be the amount computed under the applicable schedule and other riders with which this Rider is used less the following Discount as computed in the formula below:

#### Discount = New Load kW x EDC

Where:

- New Load kW = the maximum 15-minute kW demand registered or computed (during on-peak hours when used in conjunction with the Large General Service (Time-of-Use) Schedule) associated with New Load added by Customer in accordance with this Rider.
- EDC = the Economic Development Credit per kW as specified in the table below based on monthly load factor and the number of months service has been rendered under this Rider.

Oct 06 2022

LOAD FACTOR*	<u>1 - 12</u>	<u>13 - 24</u>	<u>25 - 36</u>	<u> 37 - 48</u>	<u>49 - 60</u>
40% - 59%	\$3.39	\$2.71	\$2.03	\$1.35	\$0.68
60% - 79%	\$5.32	\$4.26	\$3.19	\$2.13	\$1.06
80% or greater	\$7.26	\$5.81	\$4.36	\$2.90	\$1.45

\* Load Factor is equal to the kilowatt-hours (kWh) used during the billing month divided by the product of the maximum 15-minute kW demand registered or computed times 730 hours.

The Discount shall be zero (\$0) for load factors less than 40% or for service after sixty (60) monthly bills under this Rider.

#### EXTRA FACILITIES CHARGE

A monthly facilities charge as specified in the Service Regulations, times the installed cost of extra facilities necessary for service for additional metering required under Rider ED, but not less than \$25, shall be billed to Customer in addition to the bill under the appropriate rate schedule and this Rider, when applicable.

#### CONTRACT PERIOD

Each customer shall enter into a Service Agreement to purchase electricity from Company for a minimum original term of five (5) years, and thereafter from year to year upon the condition that either party can terminate the Service Agreement at the end of the original term, or at any time thereafter, by giving at least twelve (12) months previous notice of such termination in writing. If Customer requests a change in rate schedule from that which was approved in conjunction with Rider ED, credit under Rider ED will no longer be available. Such a change will be allowed upon thirty (30) days written notice to Company. An individual establishment will not be allowed to receive credits for more than five years under this Rider, unless Company, at its option, agrees to accept a new application and contract for qualifying New Load, and such application receives special approval by Company. If at any time during the term of contract under this Rider, Customer violates any of the terms and conditions of the Rider or the Service Agreement, Company may discontinue service under this Rider without notice and bill Customer under the applicable schedule without further credits. In the event electric service is terminated or the Contract Demand is reduced by Company or Customer before the end of the Contract Period, Customer shall pay Company in addition to all other applicable charges, the sum of all Discounts received, plus interest, for the New Load that will no longer be served by Company. The rate of interest shall be the rate per annum paid by Company for electric service deposits pursuant to Commission Rule R12-4.

#### <u>GENERAL</u>

Kilowatt demands associated with dispatched power, incremental power, back-up, or standby service shall be disregarded from all applications of this Rider, except for the calculation of Load Factor as defined in the Monthly Billing provision.

The provisions of the Schedule with which this Rider is used are modified only as shown herein.

Supersedes Rider ED-11A Effective for service rendered on and after March 16, 2018 NCUC Docket No. E-2, Sub 1142 Duke Energy Progress, LLC (North Carolina Only) RR-21

#### ECONOMIC REDEVELOPMENT RIDER ERD-7

## AVAILABILITY

Available, only at Company's option, to nonresidential establishments receiving service under Company's Medium General Service, Small General Service (Time-of-Use), Large General Service, or Large General Service (Time-of-Use) Schedules provided that the premise served is not classified as Retail Trade or Public Administration by the Standard Industrial Classification (SIC) Manual published by the United States Government.

This Rider is available for load associated with an existing premise served or previously served by Company, provided the premise is unoccupied and otherwise dormant for a minimum period of 60 days, as determined by Company. The Load eligible under this Rider must be a minimum of 500 kW at one point of delivery. In addition, the requested service necessary to serve the New Load must not result in additional investment in distribution facilities by Company, other than minor alterations to accommodate Customer's electrical requirements. To qualify for service under this Rider, Customer must meet the qualifications under A. or B. below:

- A. Customer employs an additional workforce in Company's service area of a minimum of thirty-five (35) full time equivalent (FTE) employees. Employment additions must occur following Company's approval for service under this Rider.
- B. Customer's New Load must result in capital investment of two hundred thousand dollars (\$200,000), provided that such investment is accompanied by a net increase in full time equivalent employees employed by Customer in Company's service area. The capital investment must occur following Company's approval for service under this Rider.

This Rider is not available to a new customer that results from a change in ownership of an existing premise. However, if a change in ownership occurs after Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider ERD and continue the schedule of credits outlined below. This Rider is also not available for resumption of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is also not available for: (1) load shifted from one establishment or delivery on Company's system to another on Company's system; (2) short-term, construction, or temporary service; or (3) for service in conjunction with Economic Development Rider ED or a curtailable load rider.

### DEFINITIONS

#### New Load

New Load is that which is added to Company's system by a customer beginning the occupation of an existing unoccupied premise.

### Delivery Date

The Delivery Date is the first date service is supplied under the contract.

### **Operational Date**

The Operational Date shall be the date the premise is fully operational, as declared by the Customer, but shall be no more than twelve (12) months after the Delivery Date.

Oct 06 2022

Application Exhibit A

Page 121 of 235

NCUC Docket No. E-2, Sub 1300

# Month

The term "month" as used in this Rider means the period intervening between readings for the purpose of monthly billings. Readings will be collected each month at intervals of approximately thirty (30) days.

### Load Factor

For purposes of this Rider, Load Factor is equal to the kilowatt-hours (kWh) used during the billing month divided by the product of the maximum 15-minute kW demand registered or computed times 730 hours.

## GENERAL PROVISIONS

- 1. Customer must make an application to Company for service under this Rider and Company must approve such application before Customer may receive service hereunder. The application must include a description of the amount of and nature of the New Load and the basis on which Customer requests qualification shown in A. or B. under Availability above. In the application, Customer must affirm that the availability of this Rider was a factor in Customer's decision to locate the New Load on Company's system. The application shall also specify the total number of full time equivalent employees (FTE) employed by Customer in all establishments receiving electric service from Company's system at the time of application for this Rider and on the expected Operational Date.
- 2. Customer must agree to a minimum contract term of five (5) years, with the credits being available for a maximum period of one (1) year immediately following the Operational Date.
- 3. To continue service under this Rider, Customer must maintain a monthly load factor of 40%, as defined above.
- 4. All terms and conditions of Company's rate schedule shall apply to the service supplied to Customer, except as modified by this Rider.

# MONTHLY BILLING

The Monthly Billing shall be the amount computed under the applicable schedule and other riders with which this Rider is used less a credit during months 1 through 12 after the Operational Date. The credit shall be 25% of the total bill for contract demands less than 1,000 kW and 50% of the total bill for contract demands of 1,000 kW or greater, including the Basic Customer Charge, Demand Charge, and Energy Charge, but excluding any other rider or miscellaneous charges such as charges for extra facilities. The credit shall be zero (\$0) for months when Customer's monthly load factor, as defined above, is less than 40%.

### CONTRACT PERIOD

Each customer shall enter into a Service Agreement to purchase electricity from Company for a minimum original term of five (5) years, and thereafter from year to year upon the condition that either party can terminate the Service Agreement at the end of the original term, or at any time thereafter, by giving at least twelve (12) months previous notice of such termination in writing. If Customer requests a change in rate schedule from that which was approved in conjunction with this Rider, the monthly credit will no longer be available. Such a change will be allowed upon thirty (30) days written notice to Company. If at any time during the term of contract under this Rider, Customer violates any of the terms and conditions of the Rider or the Service Agreement, Company may discontinue service under this Rider without notice and bill Customer under the applicable schedule without further credits. In the event electric service is terminated or the Contract Demand is reduced by Company or Customer before the end of the Contract Period, Customer shall pay Company in addition to all other applicable charges, the sum of all Discounts received, plus interest, for the New Load that will no longer be served by Company. The rate of interest shall be the rate per annum paid by Company for electric service deposits pursuant to Commission Rule R12-4.

Supersedes Rider ERD-5B Effective for service rendered on and after March 16, 2018 NCUC Docket No. E-2, Sub 1142 Duke Energy Progress, LLC (North Carolina Only)

RR-22

## PREMIER POWER SERVICE RIDER PPS-9C

# AVAILABILITY

This Rider is available on a voluntary basis in conjunction with any of Company's general service schedules when the Customer contracts with Company to furnish certain services related to the supply of on-site generation for the primary purpose of providing an alternate supply of electric service in the event normal electric supply is interrupted. The rate schedule with which this Rider is used is modified only as shown herein.

# **DEFINITION OF SERVICES**

Services provided under the terms of this Rider shall be provided by an on-site generator supplied and owned by Company for the purpose of continuing the supply of electricity to the Customer's site in the event the normal electric supply is interrupted. In cases where Customer's total electric requirement exceeds the generation capability of the on-site generator, Customer shall arrange its electrical requirements to ensure that the electrical requirement to be supplied when normal service is interrupted will not be greater than the on-site generation capacity. The minimum generator capacity supplied by Company under this Rider shall be not less than 50 kW; the maximum generation capacity supplied by Company under this Rider at a single site shall not exceed 18,000 kW.

All equipment installed on the Customer's premises by Company is and will remain the sole property of Company both during, and subsequent to, the Contract Term. Company reserves the right to exchange or upgrade equipment as necessary for the continued supply of these services. All equipment shall be owned, maintained, and operated solely by Company. Company reserves the right to operate the generation at all times it deems appropriate for purposes of, but not limited to, (1) testing of the generation to verify that it will operate within required parameters and (2) dispatching the generation to achieve system benefits, provided such dispatch does not interfere with or reduce the effectiveness of the generation to provide an alternate supply of electricity in the event normal electric supply is interrupted to Customer. The generation and appropriate transfer switching shall be located on Company's side of the billing meter; therefore, billing under the applicable general service schedule shall continue to be based solely upon consumption registered on Company's billing meter.

# MONTHLY RATE

The Monthly Rate shall be an amount computed under the applicable general service schedule and other riders, if applicable, for the Billing Demand and kilowatt-hours registered or computed by or from Company's metering facilities during the current month plus the following:

where:

Capital Cost equals a carrying cost times the levelized plant investment based upon the estimated installed cost of facilities. The carrying cost includes the cost of capital, reflecting current capital structure and debt and preferred rates and the most recent approved return on common equity; income taxes; property taxes; general plant; administrative and general plant-related expenses; and intangible plant. Any replacement cost expected to be incurred during the Contract Period would also be included. Any special equipment installed by Company and not necessary to support the emergency back-up service shall not be included in the Monthly Services Payment.

Expenses shall be levelized over the Contract Term and shall include: Company operations and maintenance (O&M) expenses times a carrying cost that is inclusive of administrative and general and labor expenses related to O&M and cash working capital; third-party expenses for operations and maintenance, warranties, or insurance; fuel expense, based upon an annual estimate of fuel consumption

Oct 06 2022

cost, less a credit based upon the system average cost of energy included in retail tariffs; inventory cost associated with fuel, materials, and supplies times a carrying cost that recovers the cost of capital and income taxes; depreciation expense, adjusted for the estimated salvage value at the end of the Contract Period; deferred income taxes; and customer accounting, customer service and information, program administration, and sales expenses. Any expenses incurred in operating the generation, for other than normal back-up operation and testing, shall not be included in the Monthly Services Payment.

Customer shall be liable to Company for any attorney fees or other costs incurred due to Customer's failure to pay the Monthly Rate due under this Rider. Installation cost will be recovered over the initial Contract Term. Pricing of capital-related costs and expenses shall be based upon no shorter than 10 years from the equipment's original in-service date and the resulting Monthly Rate shall include an upward adjustment for Contract Terms that expire prior to 10 years from this in-service date.

## CUSTOMER REQUESTED TEST

Customer may request that Company's on-site generation be operated during specific times requested by Customer. Company will comply with Customer's request provided the additional hours of operation do not adversely impact any permits or other regulatory requirements. Customer shall pay an Administrative Fee of \$50 per occurrence plus the replacement cost of all fuel consumed during the test.

### PREMIER POWER SERVICE AGREEMENT

Company and Customer shall execute a Premier Power Service Contract that will further state the amount of the Monthly Services Payment, as established in accordance with the Monthly Rate provision above, and the Contract Term. This Rider, in conjunction with the Premier Power Service Contract, embodies the Agreement between Company and Customer. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement, or understanding not set forth therein. In the event of any conflict between these writings and the terms of this Agreement, this Agreement shall control. No changes, modifications, or amendments to any terms and conditions in this Contract are valid or binding unless agreed to by the parties in writing by their authorized representatives.

### CONTRACT TERM

The Contract Term shall be the period of time specified in the Premier Power Service Contract and shall commence with the first day service is provided under this Rider.

# EARLY TERMINATION OF CONTRACT TERM

The Customer has the right to terminate this Contract before the entire Contract Term has expired. In order to terminate Contract before the end of Contract Term, the Customer must a) notify Company in writing a minimum of 60 days prior to termination of services and b) pay a Termination Fee. The Termination Fee shall be the sum of (1) the removal cost of Company's equipment and related facilities, (2) storage costs, if applicable, (3) the remaining monthly charges until such time as the Company's generator is placed in service at an alternate customer site, and (4) any initial installation cost not already received in prior monthly payments. Alternatively, the Customer may elect to pay a Termination Fee that is independent of the future use of Company's equipment. This alternative Termination Fee will be calculated by taking the sum of the Customer's payments remaining in the Contract Term, adding the removal cost, and subtracting therefrom the difference between the current salvage value and the salvage value used in setting the Monthly Rate. In the event of any termination of the Contract before the end of the flottere date of termination. Upon termination, Company shall remove all equipment.

### PROVISIONS OF SERVICES AND INSTALLATION SCHEDULE

Company agrees to furnish labor, supervision, equipment, materials and transportation. Company shall be entitled to rely on the accuracy of any information provided by Customer, which is warranted by Customer to be accurate and correct. In the event of any unforeseen difficulties in performance of the services due to conditions at the work site or due to the inaccuracy of any information relied upon by

Company, the Monthly Rate, description of services, and Contract Term shall be equitably adjusted to compensate for any additional work. Company shall exercise reasonable efforts to complete the services within any schedule specified in the Premier Power Service Contract. Any schedule that is specified in the Contract is only an estimate of the time it will take to complete the services. In the event of any unforeseen difficulties in performance of the services due to conditions at the work site or due to the inaccuracy of any information relied upon by Company, the Customer shall indemnify Company for any costs or expenses incurred by Company and the compensation payable to Company, the description of services, and the schedule for the subject services shall be equitably adjusted to compensate for any additional work Company may be required to perform.

# CUSTOMER'S RESPONSIBILITIES

Customer shall provide a location on premise for installation of Company's facilities and any necessary access to the work site, as well as reasonable lay-down area to perform the services. Any additional services that become necessary because of inadequate access to the work site shall be grounds for an equitable adjustment in the schedule and the Monthly Rate. Company shall have the right to suspend services or adjust the schedule accordingly in the event that there is inadequate access to the work site, or if any required information is not promptly provided, or in the event that the safety of any person or property might be jeopardized by continuing with the services. Customer shall provide, at no cost to Company, any plans, specifications, drawings, or information that may be necessary or useful in the performance of the services. Customer will ensure that all Occupational Safety and Health Act requirements are adhered to for the area where any Company equipment, in support of the services, is to be stored. In the event of damage to Company-owned equipment that is caused by the Customer or Customer's agents, Customer agrees to pay all repair or replacement costs associated with the damage.

## PERMITS AND REGULATORY REQUIREMENTS

Company shall be responsible for obtaining any license or permit required of Company in Company's name to enable it to provide the services. Customer assumes the risk and responsibility for such compliance or change, or for securing such permits, licenses, and approvals from the proper authorities, and for paying any associated costs or fees should compliance with any laws, rules, regulations, or ordinances of any federal, state, or local authority, or of any agency thereof (including, but not limited to, certification to do business as a foreign corporation) require any changes in the services; or should any permits, licenses, or approvals of plans and specifications for the services or should any permits, licenses, or approvals for the installation or use thereof be required.

# LIMITATION OF LIABILITY

Neither Company nor its employees, its subcontractors, or suppliers shall be liable for any direct, indirect, general, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder. This provision shall apply whether such liability arises in contract, tort (including negligence), strict liability, or otherwise.

### **INSURANCE**

Company represents and warrants that it has met all requirements under North Carolina law with regard to workers' compensation and automobile liability coverage. Company is self-insured for workers' compensation, automobile liability, and general liability coverage.

### FORCE MAJEURE

In no event shall Company be responsible for any damages arising out of any failure to perform or delay due to any cause beyond Company's reasonable control. In such event, Company shall be entitled to an extension of time as necessary to overcome the cause of the failure to perform or delay.

## USE OF SUBCONTRACTORS

Company shall be permitted to use subcontractors to perform the services. Notwithstanding the use of subcontractors, Company shall continue to be responsible for the quality of the services.

## NON-WAIVER

The failure of either party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

# WARRANTY

Company warrants that services shall be performed in accordance with generally accepted industry practices. The Warranty set forth above is exclusive, and no other warranty or remedy of any kind, whether statutory, written, oral, express, or implied, including without limitation warranties of merchantability and fitness for a particular purpose, or warranties arising from course of dealing or usage of trade shall apply. Except as provided in the Use of Subcontractors provision above, Company shall not be responsible for any work done by others or for any loss, damage, cost, or expense arising out of or resulting from such work, unless authorized in advance by Company.

## REGULATORY AUTHORITY AND GOVERNING LAW

Services rendered under this Agreement are subject to the authority of the North Carolina Utilities Commission and any changes or other modifications lawfully made thereto. This Agreement shall also be governed by the laws of the State of North Carolina, except that the North Carolina conflict-of-laws provisions shall not be invoked in order to apply the laws of another state or jurisdiction.

### SALES AND OTHER TAXES

To the above stated charges will be added any applicable North Carolina Sales Tax. The Monthly Rate for the services are subject to revision for future changes in sales or use tax, or any future tax upon or measured by the gross receipts for any transaction hereunder or any allocated portion thereof, or similar charge with respect to the services. If Company is required by applicable law or regulation to pay or collect any such tax or taxes on account of these services rendered under this Agreement, then such amount of tax and any penalties and interest thereon shall be reimbursed to Company. Any such change in the Monthly Rate shall be subject to prior approval by the North Carolina Utilities Commission.

Supersedes Rider PPS-9B Effective for services rendered on and after August 1, 2015 NCUC Docket No. E-2, Sub 1076 OFFICIAL COPY

Duke Energy Progress, LLC (North Carolina)

## RR-23

# METER-RELATED OPTIONAL PROGRAMS RIDER MROP-16A

# AVAILABILITY

These programs are available upon request and on a voluntary basis to those customers as described below, subject to the availability of appropriate metering and meter-related equipment.

## I. TOTALMETER PROGRAM

Metering equipment to allow remote automated meter reading by Company will be provided upon execution of an application for TotalMeter. The application describes the conditions of service, states all charges, and provides for a termination charge should the TotalMeter option be discontinued prior to 24 consecutive months of service. Customer receiving the TotalMeter option may select a desired meter-reading day. Monthly rates and other charges related to the TotalMeter are as follows:

Monthly Rate for TotalMeter	
Option 1: Customer-supplied suitable telephone communications line <sup>1</sup>	\$ 3.10
Option 2: Company-supplied wireless telephone communications circuit <sup>2</sup>	\$13.20
Charge for Customer-requested termination of TotalMeter	
Option prior to 24 consecutive months of service	\$50.00

<sup>1</sup> Option 1 is not available to new applicants on and after October 1, 2013. Existing participants may continue under this option until such time that the metering equipment requires replacement. <sup>2</sup> Option 2 is not available to new applicants on and after January 23, 2019. Existing participants may continue under this option until such time that the metering equipment requires replacement.

TotalMeter charges shall not apply when Company, at its option, determines that remote automated meter reading is necessary for Company's own use. Receipt of the TotalMeter option shall in no way restrict or otherwise limit Company's right of ingress and egress to read meters and inspect, maintain, repair and replace the meters and other facilities installed to serve Customer whenever necessary.

### II. ENERGY PROFILER ONLINE

The Energy Profiler Online (EPO) program is available to any non-residential customer with a registered or contract demand of 30 kW or greater. EPO is an Internet-based program permitting Customer access to historic meter data from any internet-capable location. Access to meter data is both identification/name and password restricted. Monthly rates and other charges related to EPO are as follows:

<u>Monthly Rate for EPO</u> Rate for totalized meter data only (updated monthly) <sup>3</sup> Rate for meter data per individual meter (updated each business day)	\$20.00 per totalized account \$20.00 per meter	
Set-up fee per meter	\$85.00	
Set-up fee for totalized meter data only	\$85.00	

<sup>3</sup> The rate applicable for totalized meter data only is not available to new applicants on and after July 1, 2017.

Provision of EPO requires that the standard meter, as determined solely by Company based upon the Customer's electrical requirement, have the capability of recording electrical consumption information on

a 15-minute interval basis. Additional monthly rates and other charges, as described in Section III below, will apply if the standard meter based upon customer's electrical requirement does not have interval data capability.

## III. MANUALLY READ METERING (MRM)

Customers served under residential Schedules RES, R-TOU, R-TOU-CPP, or R-TOUD or nonresidential Schedule SGS may request metering that either does not utilize radio frequency communications to transmit data, or is otherwise required to be read manually. This service is not available when service is requested in conjunction with any net metering rider. At the Company's option, meters to be read manually may be either an advanced meter with the radio frequency communication capability disabled or other non-communicating meter. The meter manufacturer and model chosen to service the customer's premise are at the discretion of the Company and are subject to change at the Company's option, at any time. Customers choosing this option are responsible for the payment of the rates shown below and will not be eligible for any current or future services or offerings that require the use of an advanced or other communicating meter.

Monthly Rate for MRM Service<sup>4</sup>:

1.	Initial Set-up Fee	\$170.00
2.	Monthly Rate For MRM	\$14.75
3.	Early Termination Charge (Prior to 12 consecutive months of service only)	\$50.00

Upon request, the one-time Initial Set-up Fee may be paid in six installments included as a part of the Customer's first six monthly electric service bills following installation of the manually read meter. The contract term shall be a minimum of 12 months and may be terminated by either party with thirty (30) days written notice. The Company may refuse to provide service under this option under the following conditions: (1) the Customer has a history of meter tampering or unauthorized use of electricity at the current or any prior location, (2) provision of such service creates a safety hazard to consumers or their premises, the public or the electric utility's personnel or facilities, or (3) the customer fails to provide the Company satisfactory access to the Customer's facilities for the purpose of obtaining meter readings or maintaining its equipment.

<sup>4</sup> The Initial Set-up Fee and Monthly Rate shall be waived and not apply for customers providing a notarized statement from a medical physician fully licensed by the North Carolina Medical Board stating that the customer must avoid exposure to radio frequency emissions, to the extent possible, to protect their health. All such statements shall be retained in Company records on a secure and confidential basis. The Company will provide the customer with a medical release form, to identify general enrollment information, and a physician verification statement. At the physician's option, a comparable physician verification statement may be submitted.

## IV. CUSTOMER REQUESTS INSTALLATION OF NON-STANDARD METERING

Company, in its sole determination, shall establish appropriate meter standards based upon Customer's electrical requirement. If a non-residential customer desires additional meter services that require the installation of a non-standard meter, Company will comply for the following monthly rate and other charges:

Monthly Rate for non-standard meter with interval data capability \$0.61 per month

The following fees apply when the non-standard meter will not be remotely read:

Meter Set-up Fee	\$16.50
Meter Exchange Fee	\$92.00

A charge shall apply if Customer requests termination prior to 24 consecutive months of operation of a nonstandard meter option that provides interval data. The charge shall equal the monthly rate times the sum of 24 minus the number of months the non-standard meter service has been received, not to exceed 24 months.

#### **GENERAL**

Company agrees to seek Commission approval if it determines that the provision of the meter-related program can no longer be offered due to equipment obsolescence or the availability of a more efficient alternative to provide the same or improved level of service. Company does not guarantee continuous provision of these meter-related programs but shall use reasonable diligence at all times to provide the program without interruption and having used reasonable diligence shall not be liable to Customer for damages, for failure in, or for interruptions or suspension of the same. Company further agrees to provide Customer with at least 30-day advanced notice prior to any changes to their service under this rider.

Service rendered under this Rider is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission. The provisions of this Rider are subject to change upon approval of the North Carolina Utilities Commission.

Supersedes Meter-Related Optional Programs Rider MROP-16 Effective on and after March 1, 2022 NCUC Docket No. E-2, Subs 1219 and 1280

## RR-24

# JOINT AGENCY ASSET RIDER JAA-6A

## APPLICABILITY

The rates shown below are included in the MONTHLY RATE provision in each residential, general service and lighting schedule. This adjustment recovers the costs associated with the acquisition of generation assets from North Carolina Eastern Municipal Power Agency.

### MONTHLY RATE

A incremental rider for each rate class as follows:

Rate Class	Applicable Schedule(s)	Incremental Rate*	
Non-Demand Rate Class (dollars per kilowatt-hour)			
Residential	RES, R-TOUD, R-TOUE, R-TOU,	0.00482	
	R-TOU-CPP		
Small General Service	SGS, SGS-TOUE, SGS-TOU-CPP	0.00462	
Medium General Service	CH-TOUE, CSE, CSG	0.00408	
Seasonal and Intermittent	SI		
Service		0.00651	
Traffic Signal Service	TSS, TFS	0.00277	
Outdoor Lighting Service	ALS, SLS, SLR, SFLS	0.00000	
Demand Rate Classes (dollars per kilowatt)			
Medium General Service	MGS, GS-TES, AP-TES, SGS-TOU	1.51	
Large General Service	LGS, LGS-TOU	1.57	

\* Incremental Rates, shown above, include North Carolina regulatory fee.

Supersedes Schedule JAA-6 Effective for service rendered on and after March 1, 2022 NCUC Docket No. E-2, Subs 1219 and 1280 Duke Energy Progress, LLC (North Carolina Only)

#### RESIDENTIAL SERVICE EQUAL PAYMENT PLAN (WEATHERPROTECT) PILOT EPPWP-1

## AVAILABILITY

Equal Payment Plan (EPP) WeatherProtect is available on a voluntary basis, at Company's sole option, to customers served on Residential Service Schedule RES. The plan offers customers a levelized monthly bill for 12 months with an annual true-up at year-end. The amount of the annual true-up is limited by an annual kWh billing cap that factors in the kWhs used by the customer for the last 12 months.

To qualify for service under the Plan, Customer must have resided at the current dwelling unit and have kilowatt-hour (kWh) usage history for twelve (12) consecutive months, must have a consistent usage pattern that supports an accurate forecast of future consumption, and must have demonstrated a satisfactory payment record. The customer must also participate in the Residential Service My Home Energy Report Program RS-HERP while receiving service under this payment plan. This pilot is not available for new applicants or renewals on and after August 1, 2020, unless extended by subsequent Commission actions.

#### EPP WEATHERPROTECT MONTHLY BILLING

EPP WeatherProtect Monthly Billing shall be the sum of (1) a Monthly Bill Amount, (2) a Monthly Administrative Charge and (3) a True-Up Charge of prior period payments which are determined as follows:

#### Monthly Bill Amount:

The Monthly Bill Amount is based on the last 12 months of energy charges. The sum of the past 12 months' monthly energy charges will be divided by 12 to establish a Monthly Bill Amount. The Monthly Bill Amount also includes the True-Up Charge as defined below for renewals.

#### Monthly Administrative Charge:

The Monthly Administrative Charge is calculated as a designated Administrative Charge Percentage times a weather normalized monthly bill amount, calculated for the customer. The Administrative Charge Percentage will not exceed 3.8%.

### True-Up Charge:

The True-up Charge shall be calculated as the difference between Customer's past 12 months' Monthly Bill Amount, exclusive of any payments associated with the Monthly Administrative Charge or prior period True-Up Charges, and billing for actual usage under Schedule RES. The difference shall be limited by a True-Up kWh Billing Cap which limits the number of kWhs billed for usage during the past 12 months. The True-Up Billing Cap is determined on a customer-specific basis reflecting Customer's expected load response to weather extremes and is provided to Customer with the initial or renewal quote. The resulting difference will be divided by 12 and will be included within the Monthly Bill Amount.

The EPP WeatherProtect Monthly Bill will be paid in lieu of the normal monthly charges for actual kilowatt-hours used as calculated on Schedule RES. The monthly charge will not include usage or charges for additional services including, but not limited to, area lighting, but will include any discounts received under Company's Residential Service Energy Conservation Discount Rider RECD, if applicable. The provisions of Residential Service Schedule RES are modified only as shown herein.

RR-25

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# RENEWABLE ENERGY PORTFOLIO STANDARD (REPS) ADJUSTMENT

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

# Residential Classification - \$1.17/month

Upon written request, only one REPS Adjustment shall apply to each premise serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premise, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

### CONDITIONS OF EPP WEATHERPROTECT OFFER

Company shall provide to new and existing participants: the EPP WeatherProtect Monthly Bill, including the Monthly Bill Amount; Monthly Administrative Charge; and the True-Up kWh Billing Cap.

## CONTRACT PERIOD

Service under this payment plan shall commence with the first billing period of the Contract Year for a minimum one-year term, renewable annually at the option of both parties. A new Plan contract and amount will commence each successive Contract Year unless terminated by Customer or Company.

## TERMINATION PROVISIONS

Customer may terminate participation under EPP WeatherProtect by giving Company a minimum of 30 days prior notice. Company may terminate the Plan if Customer's actual usage in months three (3) through nine (9) of the contract year exceeds 30% of normalized monthly usage or for any other violation of this plan. If this Plan is terminated by Customer or Company at any time during a Contract Year, any existing credit or debit balance, will come due at the time of termination. Any Monthly Administrative Charges payments received will not be included in the determination of the credit or debit balance if Customer requests termination of the Plan.

Effective for bills rendered on and after August 1, 2017 NCUC Docket E-2, Sub 1137 OFFICIAL COPY

Duke Energy Progress, LLC (North Carolina Only) RR-27

#### SOLAR REBATE RIDER SRR-7

#### AVAILABILITY

This Rider is available to a customer installing and operating a solar photovoltaic (PV) electric generating system who meets the eligibility requirements of and participates in Net Metering for Renewable Energy Facilities Rider NM. The system may either be owned by the Customer or by a lessor and leased to the Customer. Customer may not simultaneously receive service under this Rider and Company's Purchased Power Schedule PP or participate as a generation resource in NC GreenPower or other voluntary renewable resource power market.

New participation under the Rider shall be limited to no greater than 10,000 kilowatts (kW) per year of installed capacity starting in January 1, 2018 and ending December 31, 2022. Nonresidential installations shall not exceed 5,000 kW in a calendar year. 2,500 kW of the capacity for nonresidential installations shall be set aside for use by nonprofit organizations with 50 kW of the 2,500 kW set aside for use by the NC GreenPower Solar Schools Pilot or a similar program. A nonprofit organization is defined as an organization or association recognized by the Department of Revenue as tax exempt pursuant to G.S. 105-130.11(a) or any bona fide branch, chapter or affiliate of that organization. If in any application period a portion of the incentives goes unsubscribed, the Company may roll excess incentives over into a subsequent application period's allocation. Any unsubscribed capacity, regardless of any set aside requirement, available at January 1, 2023 shall be available to any customer meeting the rider qualifications.

For years 2021 and 2022, applications will be accepted within six-month application periods which shall open on the first Wednesday in January and July. For 2021, the application periods shall open on January 6, 2021 and July 7, 2021. For 2022, the application periods shall open on January 5, 2022 and July 6, 2022. For 2021 and 2022, application periods shall end on the last day of the sixth month: June 30 or December 31. Available annual capacity will be allocated evenly (50%) between the bi-annual application periods.

Applications will be accepted and selected through a lottery system beginning with the July 2021 application period. Under the lottery system, the Company will accept applications for one week, beginning at 9:00 am on the first day of the application period and ending at 9:00 am on the eighth day. During this period the Company will review submissions for eligibility and work with customers to resolve issues with their application. Eligible applications will be entered into the lottery. If there is any doubt as to an application's eligibility, it would be placed in the lottery, but the outstanding issue with the application will be resolved before communicating rebate status after the lottery. Applications will be assigned a place in line at random using an analytical software. Applications will then receive a rebate allocation or be placed on a waiting list based on capacity allocation rules of the Program. The Company will send emails to customers informing them of their placement and post the waitlist to the website no later than three weeks after the opening date of the application period. If the participation limit for a specific customer class is not reached in the lottery allocation, the Company will reopen the application process for any group that has capacity available.

Customers will be notified on the Company's website if the bi-annual participation limits are achieved. The website shall be updated weekly until such time as residential and non-residential participation limits have been reached; after which the website shall be updated monthly. All waitlisted applications will be rejected and cancelled at the end of each application period. Applications may be submitted no earlier than the first day of the application period and are applicable to both new installations and installations completed within 90 days of the application period. Due to the modification of the January 2021 enrollment opening date, waitlisted residential and commercial systems installed between October 6, and January 6, 2021, shall be eligible to submit an application for the July 2021 program enrollment. This Rider shall be

# APPLICATION REQUIREMENTS

Customer must complete and submit an application on the Company's website requesting service under the Program in accordance with the lottery system rules outlined in the Availability section. Submission of such an application, however, does not guarantee a rebate; rebates will be allocated randomly within the pool of eligible applications per the lottery system and capacity allocation rules of the Program. The application will state the nameplate capacity in alternating current (AC) for which the rebate is sought.

The Customer may apply prior to installation of the generating system; in which case a written guarantee will be provided reserving the rebate. The Customer must complete the installation by the applicable deadline below.

<u>For the January 2021 application window</u>: Residential customers must complete installation by December 31, 2021. Nonresidential and non-profit customers with a project under 20 kW must complete installation no later than 365 days from the date the rebate reservation was obtained. All other non-residential and non-profit customers must complete installation no later than 365 days from the date of an executed interconnection agreement by the Company.

<u>Beginning with the July 2021 application window</u>: Residential and non-residential customers with a project under 20 kW who obtain a rebate reservation in the July application window must complete installation by December 15 of the same year. Residential and non-residential customers with a project under 20 kW who obtain a rebate reservation in the January application window must complete installation by June 15 of the same year. Non-profit customers with a project under 20 kW must complete installation no later than 365 days from the date the rebate reservation was obtained. All other non-residential and non-profit customers must complete installation no later than 365 days from the date the rebate reservation was obtained or the date of an executed interconnection agreement by the Company, whichever is later.

If a residential customer receives a rebate reservation but does not complete installation by the deadline (June 15 for the January application window and December 15 for the July application window), then the customer's application and rebate eligibility will be canceled, and the resulting unused rebate capacity will be reallocated to customers on the waitlist. Waitlisted customers who are allocated unused capacity pursuant to this provision must complete installation by the deadline of the following application period.

To receive a rebate payment, the Customer must first submit a Certificate of Completion indicating that the installation is complete, and the Company must confirm that billing under an eligible rate schedule and Rider NM has commenced. The installation shall be subject to inspection and verification at any time, upon request by Company.

# SOLAR REBATE PAYMENT

The Customer shall receive a one-time Solar Rebate Payment based upon the AC nameplate rating of Customer's solar PV electric generating system. The incentive shall be limited not to exceed 10 kW<sub>AC</sub> for residential solar installations and 100 kW<sub>AC</sub> for nonresidential solar installations. Pursuant to Rider NM, the Customer's total installed capacity shall not be limited by the maximum rebate capacities.

Nonresidential Customer Solar Rebate Payment: \$0.30 per watt<sup>1</sup> Residential Customer Solar Rebate Payment: \$0.40 per watt<sup>1</sup>

Non-Profit customers shall receive a one-time Solar Rebate Payment of \$0.75 per watt times the AC nameplate rating of the Customer's solar PV electric generating system.

<sup>1</sup> Payments effective beginning with the July 2021 program enrollment

## **RENEWABLE ENERGY CERTIFICATES (GREEN TAGS)**

For any customer receiving service under a non-time of use demand rate schedule, any renewable energy credits (RECs) shall be retained by the Company.

# CONTRACT PERIOD

The Contract Period for service under this Rider shall be ten (10) years from the date of initial participation. If the system is removed, rendered inoperable, the agreement for electric service is terminated, or electric service is discontinued under rate schedule as prescribed in availability section of this Rider prior to 120 months, an early termination charge may apply unless the termination is for good cause. Good cause includes any act or circumstance, resulting in early termination, which is beyond the control of the Customer.

If within ninety (90) days of electric service termination a new customer takes over the site and elects electric service and assumes the Customer's obligations under this Rider, including but not limited to continued electric service under an eligible rate schedule and Rider NM, the termination charges will be waived.

An early termination charge shall equal to one minus the number of months since initial participation divided by one hundred and twenty (120) multiplied by the rebate payment amount.

Early Termination Calculation: (1 - (# of Participating Months/120)) \* Rebate Payment Amount

Company reserves the right to terminate service under this Rider at any time upon written notice to Customer in the event that Customer intentionally violates any of the terms or conditions of this Rider, or operates the generating system in a manner which is detrimental to Company and/or its customers and fails to correct such operation. Company may also terminate service under this Rider and request repayment of Solar Rebate Payment if Customer intentionally misstates or misrepresents the operating capacity or operating characteristics of the solar photovoltaic (PV) electric generating system during the Contract Period.

# METERING REQUIREMENTS

The Customer grants the Company the right, at the Company's cost, to install, operate, and monitor special equipment to measure Customer's load, generating system output, or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation. Customer must provide access and designate a location on the load side of the Company's billing meter for Company to furnish, install, own and maintain metering with capability to record 100% of Customer's generator output. All metering shall be at a location that is readily accessible by Company.

# **GENERAL**

Customer shall comply with all applicable standards and requirements for interconnecting generation with electric power systems. Company agrees to comply with all state registration and reporting requirements associated with RECs while Customer receives service under this Rider. The terms, conditions and provision of this Rider are subject to change upon approval by the state regulatory commission.

Company decisions may be appealed by the Customer contacting or filing an informal complaint with the Public Staff of the North Carolina Utilities Commission (Public Staff) or by filing a formal complaint with the North Carolina Utilities Commission. The Public Staff may be contacted by e-mail at Consumer.Services@psncuc.nc.gov or by telephone at 866-380-9816.

Supersedes Rider SRR-6 Effective on and after July 8, 2021 NCUC Docket No. E-2, Sub 1167 Duke Energy Progress, LLC (North Carolina)

## SHARED SOLAR RIDER SSR-3

## AVAILABILITY

Available on a voluntary basis, at the Company's option, to customers receiving service from the Company under a metered residential or nonresidential rate schedule who contract for the purchase of Shared Solar. This program is not available for customers concurrently served under a net metering rider or purchased power agreement.

The Company shall solicit participant interest and establish solar photo-voltaic renewable generation sites within its service territory to provide the Shared Solar service. The generation capacity of each individual site shall be a maximum of 5,000 kW. Each site shall have a minimum of 5 subscribers, with no individual subscriber acquiring in excess of 40% of the site capacity. The aggregate capacity of all sites shall not exceed 20,000 kW. Program availability is limited to customers located within, or in the county immediately adjacent to, the county where the supporting renewable generation source is located. Customers located up to 75 miles from the site may also participate upon specific Commission approval.

#### APPLICATION PROCESS

Applicants must submit a request for service under the Rider through the Shared Solar portal or other means of communication and identify the requested quantity of Shared Solar blocks. Participation is available on a "first-come-first served basis" based upon the date and time of receipt of the Customer's request.

The generation resource may be acquired either from a dedicated Company asset for use solely by this program or from a Purchase Power Agreement. Energy purchased and/or produced from a Shared Solar facility will not be delivered specifically to the individual Customer contracting for the service under this Rider. Pricing parameters shall be developed based upon the estimated date of first production and a project life of 20 years. An Initial Subscription Charge per Shared Solar customer shall be determined to fully recover program development and other costs to establish each site. A Monthly Subscription Charge per Shared Solar Block shall recover the estimated revenue requirement of the generation over the 20-year generating asset life and related ongoing program cost. The Initial and Monthly Subscription Charges shall be unique to each site. Additionally, a Shared Solar Credit rate for each block at a project site shall be determined based upon the Company's corresponding fixed 20-year long-term avoided cost rate and shall not change during the contract term. The Initial Subscription Charge is not refundable, unless the solar facility is not built; however, cancellation of the project is unlikely once the Company has decided to move forward with a project. A reduced Initial Subscription Charge may apply to new applicants acquiring cancelled subscriptions since fewer than 20 years remain in the contract term. The Shared Solar Credit will be paid to participating customers for 20 years following commercial operation of the generation.

### CUSTOMER SUBSCRIPTION

A Shared Solar block shall be 1000 watts<sub>AC</sub> which is expected to produce an average of 159 kWh per month over the generating asset life. The number of Shared Solar blocks available to a Customer shall not exceed one hundred percent (100%) of the Customer's maximum annual demand.

### MONTHLY RATES

The Monthly Subscription Charge shall be the contracted number of blocks times a fixed rate per block that is specific to the generation site. The Monthly Subscription Charge shall be applicable for the 20-year contract term.

The Shared Solar Credit shall be the contracted number of blocks times a fixed long-term avoided energy and capacity rate that is specific to the generation site. The amount of the monthly Shared Solar Credit received by the participant will be variable based on the actual production of the solar facility. The Shared

Oct 06 2022

Solar Credit is only payable upon receipt of the Initial Subscription Charge by the Company. The Shared Solar Credit shall be payable for 20 years, unless terminated by the Customer.

## RENEWABLE ENERGY CREDITS

All environmental attributes, including but not limited to "renewable energy certificates" (RECs), "renewable energy credits" or "green tags," associated with the solar photovoltaic (PV) generation system shall be retired by the Company for each site on the Customer's behalf. Alternatively, the Customer may elect to own any RECs produced by their subscription, provided that the Customer informs the Company in writing and applies to create, and pays all registration fees associated with, a REC tracking account with the North Carolina Renewable Energy Tracking or a similar system.

## **GENERAL PROVISIONS**

The Customer shall notify the Company in writing at least 30 days prior to discontinuing electric service. The Customer may relocate to an alternate location in the Company's North Carolina service territory and keep their subscription. The subscription ends when the Customer leaves the Company's service territory. Customers may be removed from the program for non-payment of the Monthly Subscription Charge.

### CONTRACT PERIOD

The Contract Term for each Shared Solar site shall be twenty (20) years from the date of the first Shared Solar Credit payment under the Rider. Following the expiration of the twenty-year period, the Rider will terminate for all participants under contract for the Shared Solar site with no residual value to participants.

Effective on and after April 4, 2019 NCUC Docket No. E-2, Sub 1169

#### RIDER GSA-4 GREEN SOURCE ADVANTAGE (NC)

#### AVAILABILITY

This Green Source Advantage Program ("GSA Program" or "Program") is available to nonresidential customers meeting the eligibility criteria specified herein and receiving concurrent service on another rate schedule, excluding service under outdoor lighting schedules, who elect to direct the Company to procure renewable energy on the Customer's behalf pursuant to the terms of the GSA Program, as approved by the Commission. Eligibility for the Program is limited under N.C. Gen. Stat. § 62-159.2 to the University of North Carolina ("UNC") system, major military installations, and nonresidential customers with a minimum Maximum Annual Peak Demand of 1,000 kW or an aggregated Maximum Annual Peak Demand at multiple service locations of 5,000 kW (collectively, "Eligible GSA Customers" or "Customer"). The Program is also limited to a combined total of 600 MW of renewable energy facilities between the Duke Energy Carolinas and Duke Energy Progress service territories ("Maximum GSA Program Capacity"). Of the 600 MW of Maximum GSA Program Capacity available under the Program, 250 MW shall be reserved exclusively for use by the UNC system, and 100 MW shall be reserved exclusively for use by major military installations in North Carolina (together, the "Reserved Capacity"). Pursuant to Section 11.19.(f1) of Session Law 2021-180, the total 350 MW of Reserved Capacity shall also be made available and reserved for an "eligible customer" defined as a customer of an electric utility that locates a new manufacturing facility at a project site that is subject to agreement with the Department of Commerce pursuant to Section 11.19.(d) of Session Law 2021-180. The remaining 250 MW shall be reserved for use by Eligible GSA Customers in either Duke Energy Carolinas or Duke Energy Progress service territories on a first- come, first-served basis. Any Reserved Capacity that is not subscribed by the UNC system or major military installations by August 5, 2022 shall be solely reserved for an eligible customer pursuant to Section 11.19.(f1) of Session Law 2021-180 through January 1, 2028. This Rider and the Program shall remain open to Eligible GSA Customers pursuant to the Program's terms and conditions, as approved by the Commission, for a period of five years following initial Program approval of August 5, 2019 and shall remain open to an "eligible customer" pursuant to Section 11.19.(f1) of Session Law 2021-180 until January 1, 2028.

#### DIRECTED PROCUREMENT OF GSA FACILITIES

The Program allows Eligible GSA Customers to direct the Company to procure renewable energy that will be used to supply all customers and allows the Customer to obtain the renewable energy certificates ("RECs") generated by a GSA Facility ("GSA Facility"). A GSA Facility must be a new renewable energy facility located in the Duke Energy Progress service territory in either North Carolina or South Carolina with supply that will be dedicated to the Program by the facility owner ("Renewable Supplier") and used to serve all customers.

Customers seeking to participate in the Program shall have the option to either (1) request affiliates of Duke Energy Progress to develop a facility or (2) identify and propose to the Company a GSA Facility developed by another Renewable Supplier. The Renewable Supplier will enter into a power purchase agreement ("GSA PPA") with the Company. The Customer will negotiate price terms directly with a Renewable Supplier. As described below, the Renewable Supplier shall transfer RECs directly to the Customer through a separate contractual arrangement.

#### APPLICATION PROCESS AND GSA SERVICE AGREEMENT

To participate in the GSA Program, a Customer must submit an application to the Company requesting an annual amount of renewable capacity to be developed or procured on the Customer's behalf. The Customer may apply for the Company to develop or procure renewable generation capacity up to 125% of the Customer's aggregate Maximum Annual Peak Demand at eligible Customer service location(s) within Duke Energy Progress' North Carolina service territory. An eligible customer under Session Law 2021-180 is authorized to subscribe to a capacity amount of remaining Reserved Capacity sufficient to produce on an annual basis one hundred percent (100%) of the eligible customer's actual annual electricity usage or reasonably projected annual electricity usage over the immediately subsequent annual period, up to the total Reserved Capacity available at the time of subscription and not to exceed 350 MW.

The Customer's application will designate the Renewable Supplier selected by the Customer. The application shall also identify the requested Bill Credit option and contract term (two, five, ten, fifteen, or twenty years for a Customer electing Administratively Established Avoided Cost Bill Credit or any number of years up to the 20-year limit for a Customer electing the Hourly Marginal Avoided Cost Bill Credit). All Customer applications shall be accompanied by the payment of a \$2,000 nonrefundable application fee. Program reservations will be accepted on a "first-come-first-served" basis based upon the date and time of receipt of the Customer's completed application and application fee. Subsequent applications will be held until earlier applications are resolved and will not be rejected until the Company's Maximum GSA Program Capacity is satisfied. The \$2,000 application fee will be refunded to the Customer only in the event that the Customer's application is rejected due to insufficient GSA Program Capacity.

A Customer submitting an application shall also be required to deliver, at the time of application, a standard-form term sheet executed by the Customer and Renewable Supplier, which shall identify the Renewable Supplier and provide information about the proposed GSA Facility and other information as requested by the Company and identified in the term sheet.

The GSA Service Agreement shall include the general terms and conditions applicable under this Rider and shall specify the rates and charges applicable under the GSA Program for the contract term. The Customer must execute and return the GSA Service Agreement within 30 days of delivery by the Company and the Renewable Supplier must execute and return the GSA PPA within 30 days of delivery by the Company. Failure to timely execute and return the GSA Service Agreement or GSA PPA will result in termination of the Customer's application and GSA capacity reservation, which would then require the Customer to start the Program enrollment process anew in order to participate in the Program.

#### GSA PPA RATES AND TERMS

The GSA PPA delivered to a Renewable Supplier selected to provide a GSA Facility shall include delivery of energy and capacity. The GSA PPA contract price shall be equal to the applicable Bill Credit selected by the Customer.

#### RENEWABLE ENERGY CREDITS

The Renewable Supplier is required to register the Renewable Facility with NC-RETS pursuant to Commission Rule R8-66 or another REC tracking system to facilitate the issuance of RECs. The Renewable Supplier shall transfer all RECs to the Customer pursuant to the GSA Service Agreement, and the GSA Service Agreement shall include an attestation by the Customer that the RECs generated by the designated GSA Facility will be transferred by the Renewable Supplier to the applicable tracking account identified by the GSA Customer. The Renewable Supplier shall be solely responsible for procuring, delivering, and transferring RECs to the Customer.

#### MONTHLY RATE

An amount computed under the GSA Customer's primary rate schedule and any other applicable riders plus the sum of the (I) the GSA Product Charge, (2) the GSA Bill Credit, and (3) the GSA Administrative Charge.

1. <u>GSA Product Charge</u> - The GSA Product Charge shall be equal to the Negotiated Price. The monthly GSA Product Charge shall be determined by multiplying the Negotiated Price times the energy produced by the GSA Facility in the prior billing month.

<u>GSA Bill Credit</u> - The GSA Bill Credit shall, as elected by the Customer and designated in the GSA Service Agreement, be either (1) the avoided cost bill credit ("Administratively Established Avoided Cost Bill Credit) or (2) the hourly rate bill credit ("Hourly Marginal Avoided Cost Bill Credit").

#### Administratively Established Avoided Cost Bill Credit:

The Administratively Established Avoided Cost Bill Credit shall be equal to the fixed levelized avoided energy and capacity rate calculated using the methodology approved pursuant to N.C. Gen. Stat. § 62-156(c) calculated over a period of 2 years (for contract terms of 2 years) or 5 years (for contract terms of 5 years or more). In the case of contract terms longer than 5 years, the Administratively Established Avoided Cost Bill Credit will be recalculated every five (5) years using the then approved methodology. If the Administratively Established Avoided Cost Bill Credit is designated in the GSA Service

Agreement as the applicable bill credit, the Monthly GSA Bill Credit shall be determined by multiplying the applicable Administratively Established Avoided Cost Bill Credit times the energy produced in the applicable hours by the GSA Facility in the prior billing month.

Hourly Marginal Avoided Cost Bill Credit:

The Hourly Marginal Avoided Cost Bill Credit applicable to each hour shall be equal to the following:

Hourly RTP Rate= MENERGY + CAP

where:

- MENERGY = Marginal Energy Cost per kilowatt-hour including marginal fuel and variable operating and maintenance expenses
- CAP= Tiered Capacity Charge per kilowatt-hour applicable whenever the day-ahead forecast of the ratio of hourly available generation to hourly demand is equal or less than 1.15

The hourly RTP rate will not, under any circumstances, be lower than zero. If the Hourly Marginal Avoided Cost Bill Credit is designated in the GSA Service Agreement as the applicable bill credit, the Monthly Bill Credit shall be determined by multiplying the applicable Hourly Marginal Avoided Cost Bill Credit times the energy produced by the GSA Facility in the applicable hours in the prior billing month.

2. <u>GSA Administrative Charge</u> - the applicable monthly administrative charge shall be \$375 per Customer Account, plus an additional \$50 charge per additional account billed

#### GENERAL PROVISIONS

For the avoidance of doubt, the Company (1) shall not be liable to the Customer in the event that a GSA Facility fails to produce energy as required under a GSA PPA or as otherwise consistent with the Customer's expectations and (2) shall have no obligation under any circumstance to supply RECs to the Customer. The GSA Facility shall be a system resource and energy produced and delivered under the GSA PPA shall not be directly delivered to the GSA Customer.

Supersedes Rider GSA-3 Effective for service rendered on and after March 14, 2022 NCUC Docket No. E-2, Sub 1170 Duke Energy Progress, LLC (North Carolina Only) RR-30

# RENEWABLE ADVANTAGE RIDER RA-2

## AVAILABILITY

This Rider provides customers the option to foster and promote the use of renewable energy through the purchase of renewable attributes from Renewable Energy Resources. This Rider is available on a voluntary basis to residential and nonresidential customers receiving concurrent service from the Company who contract for a block(s) of Renewable Energy Credits generated from Renewable Energy Resources. The maximum number of customers served under this Rider shall be determined by the maximum number of blocks of Renewable Energy Credits available for purchase through the Rider. This Rider is not available for temporary service or for resale service. This Rider and the Program shall remain open to Eligible Customers pursuant to the Program's terms and conditions, as approved by the Commission.

#### **GENERAL PROVISIONS**

Each customer may contract with the Company for the purchase of a block of Renewable Energy Credits to be billed to the customer monthly. The customer may change the number of blocks of Renewable Energy Credits contracted for once during the contract year, unless otherwise authorized by the Company.

Renewable Energy Credits will be produced, purchased or otherwise acquired to meet the expected blocks contracted for during each calendar year. The actual amount of energy used by the customer during any given month may be more or less than the number of blocks of Renewable Energy Credits for which the customer has contracted.

Energy associated with Renewable Energy Credits displaces energy that often would have otherwise been produced from traditional generating facilities.

#### DEFINITIONS

Renewable Energy Resources: For the purposes of this Rider, Renewable Energy Resources shall include resources both within and outside North Carolina generating electricity from renewable resources such as solar, wind, hydro-electric and biomass. The Renewable Energy Credits purchased under the Rider may be derived from any combination of different Renewable Energy Resources which fosters a blend of renewable energy. Resources must be certified as meeting the Green-e National Standard and provide for the acquisition of all environmental attributes, including all carbon dioxide attributes. Green-e is a program that provides independent verification of renewable energy attributes.

Renewable Energy Credits (RECs): RECs shall mean all environmental attributes associated with energy generated by the Renewable Energy Resource and shall be retired on the Customer's behalf and shall not be used for any other REC compliance purposes. A REC is equal to 1,000 kWh produced from a renewable resource.

Block of Renewable Energy Credit: A block of Renewable Energy Credits shall be sized at either 250 kWh or 500 kWh, as further defined under the Monthly Rate.

### MONTHLY RATE

In addition to all other charges stated in the applicable Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

I. For residential and nonresidential customers with a contract demand under 1,000 kW:

\$ 4.00 per block of Renewable Energy Certificate per month with a block size of 250 kWh

Oct 06 2022

II. For nonresidential customers purchasing a minimum of 10 blocks with a contract demand of 1,000 kW or greater or an aggregated maximum annual demand at multiple service locations of 5,000 kW or greater:

\$ 4.00 per block of Renewable Energy Certificate per month with a block size of 500 kWh

The Monthly Rate shall apply to the Customer's bill regardless of Customer's actual monthly kilowatt-hour consumption. A portion of the payment from customers shall be paid to NC GreenPower to support the installation of solar power systems in North Carolina. NC GreenPower is a 501(c)(3) nonprofit supporting renewable energy and carbon offset projects and providing grants for solar installations at K-12 schools.

## CONTRACT PERIOD

Each customer shall purchase a specified number of blocks of Renewable Energy Resources on a month to month basis upon the condition that either party can terminate the contract by giving at least thirty (30) days prior notice of such termination in writing.

Effective for service rendered on and after September 23, 2022 NCUC Docket Nos. E-2, Sub 1190 and E-100, Sub 90 Duke Energy Progress, Inc. (North Carolina Only) RR-31

## EXCESS DEFERRED INCOME TAX RIDER EDIT-3A

#### APPLICABILITY

All service supplied under the Company's rate schedules is subject to a decrement per kilowatt hour as set forth below. This decrement is not included in the Rate Schedules of the Company and therefore, must be applied to the bill as calculated under the applicable rate.

This adjustment reduces rates for excess deferred income taxes associated with House Bill 998, An Act to Simplify the North Carolina Tax Structure and to Reduce Individual and Business Tax Rates. This adjustment also includes a credit for deferred revenue associated with The Federal Tax Cut and Jobs Act that reduced corporate federal income tax rates from 35% to 21% effective January 1, 2018. This rider shall remain in effect for twenty-four (24) months and shall terminate and no longer be applicable for service on and after June 1, 2023.

#### MONTHLY RATE

Effective for service rendered on and after June 1, 2021 the decremental rate for the appropriate rate class, including revenue-related taxes and regulatory fees shall be as shown in the following table:

Rate Class	Applicable Schedules	Billing Rate (¢/kWh)
Residential	RES, R-TOUD, R-TOU, R-TOU-CPP	(0.246)
General Service (Small)	SGS, SGS-TOUE, SGS-TOU-CPP	(0.260)
General Service (Constant Load)	SGS-TOU-CLR	(0.259)
General Service (Medium)	MGS, SGS-TOU, GS-TES, APH-TES, CSE, CSG, CH-TOUE	(0.147)
General Service (Large)	LGS, LGS-TOU, LGS-RTP	(0.096)
Traffic Signal Service	TSS, TFS	(0.191)
Outdoor Lighting	ALS, SLS, SLR	(0.761)
Sports Field Lighting	SFLS	(0.410)
Seasonal	SI	(0.290)

Supersedes Schedule EDIT-3 Effective for service rendered on and after March 1, 2022 NCUC Docket No. E-2, Subs 1219 and 1280 Duke Energy Progress, Inc. (North Carolina Only) RR-32

## EXCESS DEFERRED INCOME TAX RIDER EDIT-4A

#### APPLICABILITY

All service supplied under the Company's rate schedules is subject to a decrement per kilowatt hour as set forth below. This decrement is not included in the Rate Schedules of the Company and therefore, must be applied to the bill as calculated under the applicable rate.

This adjustment reduces rates for savings realized with The Federal Tax Cuts and Jobs Act that reduced corporate federal income tax rates from 35% to 21% effective January 2018. These federal savings reflect a credit for excess deferred income taxes resulting from that change. This rider shall remain in effect for sixty (60) months and shall terminate and no longer be applicable for service on and after June 1, 2026.

#### MONTHLY RATE

Effective for service rendered on and after June 1, 2021, the decremental rate for the appropriate rate class, including revenue-related taxes and regulatory fees shall be as shown in the following table:

Rate Class	Applicable Schedules	Billing Rate (¢/kWh)
Residential	RES, R-TOUD, R-TOU, R-TOU-CPP	(0.218)
General Service (Small)	SGS, SGS-TOUE, SGS-TOU-CPP	(0.230)
General Service (Constant Load)	SGS-TOU-CLR	(0.229)
General Service (Medium)	MGS, SGS-TOU, GS-TES, APH-TES, CSE, CSG, CH-TOUE	(0.130)
General Service (Large)	LGS, LGS-TOU, LGS-RTP	(0.084)
Traffic Signal Service	TSS, TFS	(0.169)
Outdoor Lighting	ALS, SLS, SLR	(0.673)
Sports Field Lighting	SFLS	(0.363)
Seasonal	SI	(0.256)

Supersedes Schedule EDIT-4 Effective for service rendered on and after March 1, 2022 NCUC Docket No. E-2, Subs 1219 and 1280

#### APPLICABILITY (North Carolina Only)

Service supplied under the Company's rate schedules is subject to approved adjustments to recover costs associated with implementation of the Company's Competitive Procurement of Renewable Energy (CPRE) Program. Adjustments are made pursuant to North Carolina General Statute 62-110.8(g) and North Carolina Utilities Commission Rule R8-71 as ordered by the North Carolina Utilities Commission.

#### CPRE PROSPECTIVE COMPONENT AND EXPERIENCE MODIFICATION FACTOR

All service supplied under the Company's rate schedules is subject to an increment per kilowatt hour as set forth below. This adjustment is not included in the Rate Schedules of the Company and therefore, must be applied to the bill as calculated under the applicable rate.

<u>RESIDENTIAL SERVICE</u> Prospective Component of CPRE Experience Modification Factor Net CPRE Rider Factor Regulatory Fee Multiplier CPRE Factor	0.013 ¢/kWh 0.000 ¢/kWh 0.013 ¢/kWh X 1.0013 0.013 ¢/kWh
SMALL GENERAL SERVICE Prospective Component of CPRE Experience Modification Factor Net CPRE Rider Factor Regulatory Fee Multiplier CPRE Factor	0.014 ¢/kWh 0.000 ¢/kWh 0.014 ¢/kWh <u>X 1.0013</u> 0.014 ¢/kWh
<u>MEDIUM GENERAL SERVICE</u> Prospective Component of CPRE Experience Modification Factor Net CPRE Rider Factor Regulatory Fee Multiplier CPRE Factor	0.013 ¢/kWh 0.000 ¢/kWh 0.013 ¢/kWh X 1.0013 0.013 ¢/kWh
LARGE GENERAL SERVICE Prospective Component of CPRE Experience Modification Factor Net CPRE Rider Factor Regulatory Fee Multiplier CPRE Factor	0.012 ¢/kWh <u>0.000 ¢/kWh</u> 0.012 ¢/kWh <u>X 1.0013</u> 0.012 ¢/kWh
<u>LIGHTING SERVICE</u> Prospective Component of CPRE Experience Modification Factor Net CPRE Rider Factor Regulatory Fee Multiplier CPRE Factor	0.010 ¢/kWh <u>0.000 ¢/kWh</u> 0.010 ¢/kWh <u>X 1.0013</u> 0.010 ¢/kWh

# Oct 06 2022

### APPLICABILITY

The adjustment reflects the creation of a storm recovery rider as established in Docket No. E-2, Sub 1219. The storm recovery rider will be initially set at \$0. Should the Company not file a petition for a financing order to securitize its storm recovery costs deemed reasonable and prudent by the North Carolina Utilities Commission, or is otherwise unable to recover its storm recovery costs deemed reasonable and prudent, using the financing tool created by Senate Bill 559, An Act to Permit Financing for Certain Storm Recovery Costs, Duke Energy is permitted to request recovery of the reasonable and prudent storm costs by filing a petition with the North Carolina Utilities Commission requesting an adjustment to the storm recovery rider.

All service supplied under the Company's rate schedules is subject to approved storm cost recovery adjustments, an increment per kilowatt-hour as set forth below.

Effective for service rendered on and after June 1, 2021, the applicable kilowatt-hour rider increment including revenuerelated taxes and regulatory fees is 0.0000¢ per kilowatt-hour.

Effective for service rendered on and after June 1, 2021 NCUC Docket No. E-2, Subs 1219 and 1262

# STORM SECURITIZATION RIDER STS-5

### APPLICABILITY

The incremental rates shown below are approved storm cost recovery adjustments and are not included in the MONTHLY RATE provision of the applicable schedule used in billing and shall therefore be added to Customer's monthly bill statement.

The Storm Recovery Charge shall be paid by all existing or future retail customers receiving transmission or distribution service, or both, from Company or its successor or assignees under Commission-approved rate schedules or under special contracts, even if the customer elects to purchase electricity from alternative electric suppliers following a fundamental change in regulation of public utilities in this State.

### STORM RECOVERY CHARGE

The Storm Recovery Charge applicable to the Energy Charge under the Company's various rate schedules and was approved in a financing order issued to the Company by the North Carolina Utilities Commission ("Commission") and will be adjusted at least semi-annually to ensure timely payment of principal, interest and financing costs of storm recovery bonds from the effective date of the Storm Recovery Charge until the storm recovery bonds have been paid in full or legally discharged and the financing costs have been fully recovered. As approved by the Commission, a Special Purpose Entity ("SPE"), wholly owned by the Company, has been created and is the owner of the storm recovery property which includes all rights to impose, bill, charge, collect, and receive the relevant Storm Recovery Charge and to obtain periodic adjustment to such charges. Company, as servicer, shall act as SPE's collection agent for the relevant Storm Recovery Charge.

### MONTHLY RATE

The incremental rate for the appropriate class, including revenue-related taxes and regulatory fees, shall be shown as in the following table:

Rate Class	Applicable Schedules	Billing Rate (¢/kWh)
Residential	RES, R-TOUD, R-TOU, & R-TOU-CPP	0.276
Small General Service	SGS, SGS-TOUE, SGS-TOU-CPP, SGS TOU-CLR, TSF & TSS	0.297
Medium General Service	MGS, SGS-TOU, SI, CH-TOUE, GS-TES, APH-TES, CSG, CSE	0.047
Large General Service	LGS, LGS-TOU, LGS-RTP	0.016
Lighting	ALS, SLS, SLR & SFLS	0.042

Supersedes Schedule STS-4 Effective for service rendered on and after October 1, 2022 NCUC Docket No. E-2, Sub 1262

RP-1

Duke Energy Progress, LLC (North Carolina Only)

# RESIDENTIAL SERVICE NEIGHBORHOOD ENERGY SAVER PROGRAM RS-NES-5

# <u>PURPOSE</u>

The purpose of this program is to assist low-income customers in reducing energy costs through energy education and by installing or providing energy efficiency measures for the customer's residence.

### AVAILABILITY

This program is available only to individually-metered residential customers in neighborhoods selected by Company, at its sole discretion, which are considered low-income based on third party and census data which includes income level and household size. Areas targeted for participation in this program will typically have 50% or more of the households with income equal to or less than 200% of the poverty level established by the U. S. Government. Households with higher consumption will be offered additional measures to address high energy use.

### PROGRAM

Under this program, participating customers will receive the following:

- An energy assessment to identify energy efficiency opportunities in the customer's home.
- One-on-one education on energy efficiency techniques and measures.
- A comprehensive package of energy conservations measures will be identified from the energy assessment. These measures, which will either be installed or provided to the customer may include but are not limited to the following:
  - Energy Efficient Lighting
  - o Electric Water Heater Wrap and Insulation for Water Pipes
  - Electric Water Heater Temperature Check and Adjustment
  - Water-Saving Faucet Aerators
  - o Water-Saving Showerheads
  - Switch Plate Thermometer
  - Refrigerator Thermometers
  - o Window AC Winterization Kits
  - HVAC Filters
  - Energy Savings Tips Refrigerator Magnet
  - Air Infiltration Reduction Measures

In addition to the measures above, measures offered to high consumption households may include, but are not limited to, the following:

- $\circ$  Insulation
- o Air Sealing
- o Duct Sealing
- Smart Thermostat

# COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

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Application Exhibit A NCUC Docket No. E-2, Sub 1300 Page 148 of 235

# **GENERAL**

Service rendered under this Program is subject to the provisions of the Service Regulations of the Company and Annual Billing Adjustment Rider BA on file with the North Carolina Utilities Commission.

Supersedes Program RS-NES-3 Effective for service rendered on and after February 25, 2020 NCUC Docket No. E-2, Sub 952

RP-2

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Oct 06 2022

# RESIDENTIAL SERVICE – SMART \$AVER® ENERGY EFFICIENCY PROGRAM - RSSEE-3

### **PURPOSE**

The purpose of this program is to encourage the purchase and installation of energy conservation measures designed to increase energy efficiency in new or existing residential dwellings.

# PROGRAM

The program is available to owners of individually metered residences including single family detached, duplexes, townhomes, condominiums, and mobile homes, who are served on a residential service schedule.

- The types of equipment, products, and services eligible for incentives may include, but are not limited to, the following:
  - Heating Ventilation and Air Conditioning (HVAC) equipment, service, and controls, including smart thermostats
  - Thermal boundary improvements
  - HVAC duct improvements
  - Water conditioning and/or pumps
  - Other high efficiency equipment, products, and services as determined by the Company on a case by case basis.
- New HVAC equipment must (1) achieve or exceed the minimum Seasonal Energy Efficiency Ratio (SEER), Energy Efficiency Ratio (EER), and/or Heating Seasonal Performance Factor (HSPF) allowed by law and (2) meet all other Duke Energy requirements to achieve designated energy savings.
- The new HVAC system must include a properly matched outdoor unit and inside coil, which must be listed as such by the Air Conditioning, Heating and Refrigeration Institute (AHRI) or any additional certification directory as approved by Duke Energy.
- Qualifying Smart Thermostats (Wi-Fi enabled) must be installed at the time of a qualifying HVAC installation and may be subject to Duke Energy requirements regarding installation, installer, programming, functionality, and square footage of conditioned space.
- Duke Energy will establish performance requirements deemed necessary to ensure achievement of minimum energy savings for other equipment, products, and services offered for incentives. Parameters related to these performance requirements may include, but are not limited to, diagnostic testing, size of conditioned area, building/structure type, energy reduction achievement, installer/installation, and product selection.
- All improvements eligible for payment under this program must be installed based on manufacturer's recommendations and the Company's specifications, including installation by a Company-approved contractor, unless otherwise noted in program requirements. Detailed requirements are available on the Company's website at www.duke-energy.com.
- The Company may vary the incentive by type of equipment and differences in efficiency to induce customers to purchase greater levels of efficiency at the minimum necessary incentive amount. The Company may offer multiple levels of incentives corresponding to varied efficiency levels of equipment or service.

- The Company reserves the right to adjust the incentive on a periodic basis, as appropriate, to reflect changes to efficiency standards and market conditions.
- The Company reserves the right to limit the availability of incentives by the type of residential structure required to ensure achievement of energy savings.
- The current amount of the incentive payment for eligible equipment, products, and services will be posted to the Company's website at www.duke-energy.com.
- Incentives may be limited to one of any product, per residence, under all Company Energy Efficiency Programs.
- With Company approval, the owner or customer may designate that incentive be provided to a third-party.
- To qualify for payment under this program, qualifying improvements must be made on or after January 1, 2019 and the application for payment must be made as noted on the Company's website.
- All energy conservation measures installed shall be subject to inspection by Company for the purposes of program evaluation, measurement, and verification.

# PAYMENT

The Company's incentives for individual equipment, products, and services may be offered in a variety of ways, including, but not limited to, point-of-sale discounts, checks, and prepaid credit card options.

# COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

Supersedes Programs RSSEE-1 Effective for service rendered on and after February 27, 2019 NCUC Docket No. E-2, Subs 936 and 1174 Duke Energy Progress, LLC (North Carolina Only)

# RP-3

# Oct 06 2022

# ENERGY EFFICIENT LIGHTING PROGRAM EEL-1B

# <u>PURPOSE</u>

The purpose of this program is to encourage the installation of energy efficient lighting products through education and through the use of pricing incentives at participating retail points of purchase.

# AVAILABILITY

This program provides discounted pricing to residential and non-residential customers on qualifying high efficiency lighting products at participating retailers. The program offers a discounted price for selected energy efficient lighting products from various manufacturers, subject to their availability, at retail points of purchase.

# **INCENTIVE PAYMENTS**

Customers will receive an average reduced price based upon the energy efficiency measure purchased for selected ENERGY STAR<sup>®</sup> and other qualified lighting products at the retail point of purchase. Actual participant incentives will vary depending on bulb or fixture type, wattage, and packaging. The incentive discount may also vary by retailer to best influence the customer's purchase decision.

	Estimated Average	
	Incentive Payment per	
Energy Conservation Measure	Bulb or Fixture	Eligibility Requirement
1. Compact Fluorescent Lightbulbs ("CFLs")	\$1.50	ENERGY STAR Qualified
2. Light Emitting Diodes ("LEDs") Bulbs	\$7.50	ENERGY STAR Qualified
3. Efficient Incandescent Bulbs	\$0.75	$\geq$ 2 times baseline efficacy
4. High Efficiency Lighting Fixtures	\$9.00	ENERGY STAR Qualified

# **RESPONSIBILITY OF PARTIES**

Customers must purchase qualifying products at participating retailers agreeing to the terms and conditions of this offering.

### CONTRACT TERM

Customers may only receive discounted pricing from the participating retailer at the time of purchase.

# COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this program are understood to be an essential element in the recipient's decision to participate in the program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the program.

Supersedes Program EEL-1A Effective for service rendered on and after August 1, 2015 NCUC Docket No. E-2, Sub 1076

Application Exhibit A NCUC Docket No. E-2, Sub 1300 Page 152 of 235

RP-5

# RESIDENTIAL SERVICE MY HOME ENERGY REPORT PROGRAM RS-HERP-1A

# <u>PURPOSE</u>

The purpose of this program is to provide comparative usage data for similar residences in the same geographic area to motivate customers to better manage and reduce energy usage. The program will assist residential customers in assessing their energy usage and provide recommendations for more efficient use of energy in their homes. The program will also help identify those customers who could benefit most by investing in new energy efficiency measures, undertaking more energy efficient practices and participating in Duke Energy Progress programs.

# AVAILABILITY

The program is available at Company's option to residential customers served on a Duke Energy Progress residential rate schedule from Duke Energy Progress' retail distribution system. Company may require a minimum number of months of historical usage data before allowing participation

### **INCENTIVE**

Customer will receive periodic comparative usage data reports via direct mail or online channels.

Supersedes Program RS-HERP-1 Effective for service rendered on and after August 1, 2015 NCUC Docket No. E-2, Sub 1076

# RESIDENTIAL SERVICE - LOAD CONTROL RIDER LC-WIN-2B

### AVAILABILITY

This Rider is available in conjunction with all residential service schedules provided Customer contracts for Company or its representative to install and operate the necessary control equipment in a location provided by Customer and suitable to Company in or about the residential dwelling unit to (1) interrupt service to all resistance heating elements installed in approved central electric heat pump unit with strip heat and/or (2) interrupt service to each installed, approved electric water heater. Company shall be allowed to monitor Customer's load or any part thereof and the operation of controlled appliances, at no charge, to Customer under the provisions of this Rider. To participate in the program, Customer must either own and occupy the residence or occupy and provide Company with owner-consent.

Service under this Rider is only available in Company's Western Region service territory in and surrounding Asheville. This Rider is only available where Company has the necessary communications equipment installed and where such signal can be satisfactorily received at Company's specified location on Customer's residence.

# MONTHLY RATE

### Electric Resistance Heating Element Credit

Customer shall receive an Initial One-Time Bill Credit of \$25 in the next bill following successful installation and testing of the load control device(s) on the resistance heating elements installed in Customer's electric heat pump(s). On the next bill following each twelve months of continuous participation on the program Customer shall receive an additional Annual Bill Credit of \$25. Customer leaving the program may return anytime to the program but shall not receive the Initial One-Time Bill Credit but must complete a twelve month continuous participation on the program to receive the Annual Bill Credit of \$25.

### Water Heater Credit

Customer shall receive an Initial One-Time Bill Credit of \$25 in the next bill following successful installation and testing of the load control device on Customer's electric water heater(s). On the next bill following each twelve months of continuous participation on the program Customer shall receive an additional Annual Bill Credit of \$25. Customer leaving the program may return anytime to the program but shall not receive the Initial One-Time Bill Credit but must complete a twelve month continuous participation on the program to receive the additional Annual Bill Credit of \$25. Customer leaving the program may return anytime to the program to receive the additional Annual Bill Credit of \$25. Customer leaving the program may return anytime to the program but shall not receive the initial one-time bill credit but must complete a twelve month continuous participation on the program to receive the Annual Bill Credit of \$25.

# **REFERRAL INCENTIVE**

A participating Customer shall receive a \$25 incentive for each new program participant that provides a referral code and successfully enrolls in either Rider LC-WIN or Rider LC-SUM, or both. Successful enrollment shall include installation of the necessary control equipment in or about the new Customer's residential dwelling unit, to interrupt service to all resistance heating elements installed in approved central electric heat pump unit with strip heat and/or electric water heater. The maximum referral incentive available to any participating Customer shall not exceed \$100 (or four referrals) per calendar year. The participating Customer will be mailed the referral incentive as a check within 30 days of successful installation at the new Customer's premise. Company will verify and track referrals by unique

referral codes provided to participating Customers. New Customers will be required to provide a referral code at the time of enrollment.

# APPROVED CENTRAL ELECTRIC HEAT PUMP UNIT

An approved central electric heat pump unit with strip heat is an installed central heating unit used to heat the residence through a ducted system. All central electric heat pump units installed at the residence must participate in load control in order to receive the Annual Bill Credit.

# APPROVED ELECTRIC WATER HEATER

An approved water heater is an insulated standard storage-type water heater of not less than 30 gallons rated capacity equipped with either one self-contained electric heating element or two self-contained non-simultaneous operating electric heating elements. The wattage rating of each element shall not exceed 5,500 watts. All storage-type water heaters installed at the residence must participate in load control in order to receive the Annual Credit. On-Demand (Tankless or Instantaneous) water heaters are excluded from this program.

# **INTERRUPTION**

Company shall be allowed, at its discretion, to interrupt service to each water heater for up to four hours during each day of the calendar year. Such interruption may be for longer periods of time in the event continuity of service is threatened. Company shall also be allowed, at its discretion, to interrupt service to the resistance heating elements in each electric heat pump unit for up to four hours per day during the winter months. Resistance heating element interruptions shall be limited to a total of 60 hours during any one winter season and are subject to interruption during the calendar months of December through March. Company reserves the right for longer interruption in the event continuity of service is threatened. The Company reserves the right to test the load control equipment at any time, and such test periods shall be counted towards the maximum hourly interruption limit. Customer shall have the option to override the heat interruption control event; however, if Customer exceeds two (2) control event overrides per controlled device(s) in a single control season of December through March, Customer may be subject to removal from the program and shall forfeit the next subsequent Annual Bill Credit for that controlled device. A control event override is defined as customer requesting exemption from part or whole of the interruption time period.

### EQUIPMENT INSPECTION AND SERVICING

Company or its agents shall have the right of ingress and egress to Customer's premises at all reasonable hours for the purpose of inspecting Company's wiring and apparatus; changing, exchanging, or repairing its property, as necessary; or removing its property after termination of service. Company and Customer shall schedule a convenient time for such purposes whenever it is necessary to service Company's equipment installed inside the residence. If any tampering with Company-owned equipment occurs, Company may adjust the billing and take other action in accordance with the Rules and Regulations of the North Carolina Utilities Commission and the laws of the State of North Carolina as applicable to meter tampering.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

# CONTRACT PERIOD

The Contract Period shall not be less than one year. Customer or Company may terminate participation under the Rider by providing 30 days prior notice to the other party. Upon termination, installed equipment at the residence will be remotely disabled to prevent further load control, but will only be removed upon request by Customer.

# COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

Supersedes LC-WIN-2A Effective for service rendered on and after August 1, 2015 NCUC Docket No. E-2, Sub 1076

Oct 06 2022

# RESIDENTIAL SERVICE - LOAD CONTROL RIDER LC-9

# AVAILABILITY

Available to individually metered residential Customers receiving concurrent service from the Company. Participating Customers may choose to employ (1) Company-provided Load Control Device(s) or (2) eligible Customer-owned thermostat(s) to interrupt service to each installed, approved electric central air conditioning unit(s), and/or approved electric heat pump(s) used for cooling, and/or approved electric heating source employing primary or backup electric resistance heating elements. Company shall be allowed to monitor their operation under the provisions of this Rider.

Customers choosing to employ Company-provided Load Control Device(s) contracts for Company or its representative to install and operate the necessary control equipment in a location provided by Customer and suitable to Company in or about the residential dwelling unit. This option is only available where Company has the necessary communications equipment installed and where load control signal can be satisfactorily received at Company's specified location on Customer's residence.

Customers choosing to employ their own eligible thermostat(s), listed on the Company's website, must have the thermostat(s) configured in a manner which allows the Company to remotely communicate and control Customer's equipment.

Company shall be allowed to monitor Customer's load or any part thereof and the operation of controlled appliances, at no charge, to Customer under the provisions of this Rider. To participate in the program, Customer must either own and occupy the residence or occupy and provide Company with owner-consent.

Summer-Only thermostat-based participation is suspended and limited to participants in place on December 31, 2020. Winter-Focused participants must have thermostat control of approved central air conditioning and central heating units.

Switch-based participants cannot participate in thermostat-based program options and thermostat-based participants cannot participate in both Summer and Winter-Focused options.

### PARTICIPATION INCENTIVES

Customer shall receive an Initial Incentive Payment following the successful installation and testing of the Load Control Device(s) or participating Customer's thermostat(s). Following each twelve months of continuous participation on the program Customer shall receive an additional Annual Incentive. Customer leaving the program may return anytime to the program but shall not receive the Initial Incentive Payment and must complete a twelve-month continuous participation on the program to receive an additional Annual Incentive.

### PAYMENT OF INCENTIVES

The Company's payment of Incentives, at its discretion, may be offered in a variety of ways, including, but not limited to, bill credits, checks, and prepaid credit cards as follows:

Initial Incentive

- For Participants Company-provided HVAC Load Control Device(s) One Time \$25 per residence
- For Winter-Focused Participants with Customer-provided eligible Thermostat(s) One Time \$90 per residence through December 31, 2020 and One Time \$75 per residence thereafter
- For Summer-Only Participants with Customer-provided eligible Thermostat(s) One Time \$75 per residence

Oct 06 2022

Oct 06 2022

Annual Incentive

- Qualified Summer-Only Cooling System Controls \$25 per residence
- Qualified Winter-Focused System Controls \$25 per residence

# APPROVED CENTRAL AIR CONDITIONING UNIT

An approved electric central air conditioning and/or electric heat pump unit is a central electric air conditioning unit used to cool the residence through a ducted system. All central air conditioning and/or electric heat pump units installed at the residence must participate in load control in order to receive the Annual Incentive.

# APPROVED CENTRAL HEATING UNIT

An approved electric central heating unit is a unit employing electric resistance heating elements, including air source heat pumps equipped with backup electric resistance heating elements, used to heat the residence through a ducted system. All heating units installed at the residence must participate in load control in order to receive the Annual Incentive.

# **INTERRUPTION**

# Summer-Only Participants

Company shall be allowed, at its discretion, to interrupt service to each air conditioner for up to four hours during each day of the summer control season months of May through September. Company reserves the right for longer interruption in the event continuity of service is threatened. Air conditioner interruptions shall be limited to a total of 60 hours during any one summer season.

# Winter-Focused Participants

Company shall be allowed, at its discretion, to interrupt service to each heating system for up to four hours during each day of the winter control season months of December through March. Company reserves the right for longer interruption in the event continuity of service is threatened. Heating unit interruptions shall be limited to a total of 45 hours during any one winter season. Interruptions of heating and/or cooling systems for the remainder of the year are limited to a total of 15 hours.

# All Participants

At its discretion, the Company may preheat or precool the customers equipment prior to interruption period.

The Company reserves the right to test the load control equipment at any time, and such test periods shall be counted towards the maximum hourly interruption limit. Customer shall have the option to override a control event; however, if Customer exceeds two (2) control event overrides in a single winter or summer control season, Customer may be subject to removal from the program and shall forfeit the next subsequent Annual Incentive for that controlled season. A control event override is defined as Customer requesting exemption from part or whole of the interruption time period. If Company is unable to communicate with Customer's thermostat(s) during a load control event, it will be counted as a control event override.

# EQUIPMENT INSPECTION AND SERVICING

For Company-provided Load Control Device(s), the Company or its agents shall have the right of ingress and egress to Customer's premises at all reasonable hours for the purpose of inspecting Company's wiring and apparatus; changing, exchanging, or repairing its property, as necessary; or removing its property after termination of service. Company and Customer shall schedule a convenient time for such purposes whenever it is necessary to service Company's equipment installed inside the residence. If any tampering with Company-owned equipment occurs, Company may adjust the billing and take other action in accordance with the Rules and Regulations of the North Carolina Utilities Commission and the laws of the State of North Carolina as applicable to meter tampering.

### CONTRACT PERIOD

The Contract Period shall not be less than one year. Customer or Company may terminate participation under the Rider by providing 30 days prior notice to the other party. If within the first year, the Customer wishes to discontinue participation in this Program, the Customers using Company provided Load Control Device(s) will pay a \$25 service charge and Customers who have received initial thermostat-based incentive will pay a \$75 service charge. Upon termination, the load control device(s), at Customer's residence will be remotely disabled to prevent further load control.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

### COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

Supersedes LC-7 Effective for service rendered on and after February 1, 2022 NCUC Docket No. E-2, Sub 927

RP-8

Duke Energy Progress, LLC (North Carolina Only)

### RESIDENTIAL SERVICE (EXPERIMENTAL) SUNSENSE SOLAR REBATE RIDER SSR-3A

# AVAILABILITY

This experimental Rider is available in conjunction with the Company's Residential Service Time-of-Use Schedule R-TOUD and Net Metering for Renewable Energy Facilities Rider NM to a Customer installing and operating a rooftop-mounted solar photo-voltaic (PV) electric generating system located and used at Customer's primary, legal residence where a part or all of the electrical requirements of Customer can be supplied from Customer's generating system. The system must be installed after Company approval of Customer's Residential Solar Photovoltaic (PV) Program Application. The alternating current (AC) capacity rating of the generating system shall not be less than 2 kilowatts or greater than 10 kilowatts, but in no case shall the capacity exceed Customer's annual peak kilowatt requirement. The generating system that is connected in parallel operation with service from Company and located on Customer's premises must be manufactured, installed and operated in accordance with governmental and industry standards and the system must comply with the requirements of IEEE 1547 while the inverter must be certified to meet the requirements of UL 1741, or its successor.

The provisions of Schedule R-TOUD and Rider NM with which this Rider is used are modified only as shown herein. Customer may not simultaneously receive service under this Rider and Company's Cogeneration and Small Power Production Schedule CSP or participate as a generation resource in NC GreenPower or other voluntary green power market.

New participation under the Rider is limited to no greater than 1 megawatt of total generation, based upon the AC capacity rating, in a calendar year. Once this limit is achieved, no new applications will be accepted until the next calendar year. This Rider shall be available to new applicants until December 31, 2015.

# APPLICATION REQUIREMENTS

Customer must complete and submit an Application for Service under the SunSense Program prior to installation of the generating system. Within no greater than 90 days of application acceptance, Customer must submit a Certificate of Completion indicating that the installation is complete and billing under Schedule R-TOUD, Rider NM and Rider SSR shall begin with the next full billing month upon installation of appropriate Company metering. Failure to submit the Certificate of Completion within 90 days shall require Customer to resubmit the Application if service continues to be requested under the SunSense Program. The installation shall be subject to inspection and verification at any time, upon request by Company. Effective on and after October 31, 2013, the Application must state a NC Electrical Contractor License number and a NABCEP certification number.

# PARTICIPATION PAYMENTS

Upon receipt of the Certificate of Completion, Customer shall receive a one-time participation payment of \$250 per kilowatt times the alternating current (AC) capacity rating of Customer's solar photo-voltaic electric generating system.

# MONTHLY RATE

The Monthly Rate shall be an amount computed under Schedule R-TOUD and Rider NM for the on-peak kilowatt demand and on-peak and off-peak kilowatt-hours used during the current month, less the following credit:

SSR Credit = \$4.50 per kilowatt times the alternating current (AC) capacity rating of the generating system

In no case shall the Monthly Bill be less than zero (\$0). Customer shall notify Company immediately if the PV system is removed from service and the SSR Credit will cease until system operation is restored.

### **RENEWABLE ENERGY CERTIFICATES (GREEN TAGS)**

All "renewable energy certificates" (RECs), "renewable energy credits" or "green tags" associated with the solar photo-voltaic generation system shall be conveyed to Company and Customer certifies that the RECs have not and will not be remarketed or otherwise resold for any purpose, including another renewable energy portfolio standard or voluntary purchase of renewable energy certificates in North Carolina or in any other state or country for the Contract Period and any successive contract periods thereto.

# CONTRACT PERIOD

The Contract Period for service under this Rider shall be five (5) years and thereafter shall be renewed for successive one-year periods. Customer may terminate service under this Rider at any time by giving at least sixty (60) days previous notice of such termination in writing to Company and upon payment of an early termination charge equal to \$4.17 per kilowatt based on the AC capacity rating of the generating system times the number of months remaining in the initial 60 month contract period.

Company reserves the right to terminate service under this Rider at any time upon written notice to Customer in the event that Customer violates any of the terms or conditions of this Rider, or operates the generating system in a manner which is detrimental to Company and/or its customers. Company may also terminate service under this Rider and request repayment of any Participation Payments and monthly SSR Credits if Customer intentionally misstates or misrepresents the operating capacity or operating characteristics of the solar photo-voltaic (PV) electric generating system during the Contract Period.

# **GENERAL**

Customer shall comply with all applicable standards and requirements for interconnecting generation with electric power systems. Company agrees to comply with all state registration and reporting requirements associated with RECs while Customer receives service under this Rider. The terms, conditions and provision of this Rider are subject to change upon approval by the state regulatory commission.

Supersedes Rider SSR-3 Effective for service rendered on and after August 1, 2015 NCUC Docket No. E-2, Sub 1076 Duke Energy Progress, LLC (North Carolina Only) RP-9

### RESIDENTIAL SERVICE RESIDENTIAL NEW CONSTRUCTION PROGRAM RNC-3

### <u>PURPOSE</u>

The purpose of this Program is to incent residential construction that falls within the current North Carolina Residential Building Code to meet or exceed the whole house standards of the current North Carolina Energy Conservation Code ("NCECC") High Efficiency Residential Option ("HERO"). If elected by a builder or developer constructing to the HERO standard, the Program also offers the homebuyer an incentive guaranteeing the heating and cooling consumption of the dwelling's total annual energy usage. Additionally, the Program incents the installation of high-efficiency heating ventilating and air conditioning ("HVAC") and heat pump water heating ("HPWH") equipment in new residential construction and encourages the Quality Installation of qualifying high efficiency central Air Conditioning ("AC") and heat pump HVAC systems.

# AVAILABILITY

This Program is available to builders and developers of single family and multi-family residential dwellings (projects of three stories and less) that comply with all requirements of the current HERO standard and are served under any of the Company's residential schedules. Manufactured housing, multi-family residential housing projects over three stories, and any other dwellings which do not fall within the current North Carolina Residential Building Code, are not eligible for any whole house incentives.

The Program is also available to builders and developers installing high-efficiency HVAC and HPWH equipment in new single family, manufactured, and multi-family residential housing units that are served under any of the Company's residential rate schedules. Photovoltaic solar systems installed as part of a new home are allowed, but may not count toward the dwelling's confirmed kWh savings for incentive purposes.

The Program is also available to an initial homeowner served under any of Company's residential schedules for any home constructed to meet or exceed the HERO standard when the builder or developers elects to extend a heating and cooling energy usage guarantee to the homeowner.

### INCENTIVE PAYMENTS APPLICABLE TO BUILDERS AND DEVELOPERS

For installations on and after January 1, 2016, builders and developers shall receive incentive(s) for either inclusion of high efficiency equipment or construction meeting the HERO standard, but not both. Upon Company's approval of the builder's or developer's application, the following incentive payment(s) are applicable to a builder, developer, Home Energy Rating System ("HERS") rater or other designee:

### Equipment Measures

	Incentive Description	Incentive
Tier 1	AC or heat pump with SEER of 14 or greater but less than 15. The HVAC system must meet the Quality Installation Standard of 90%. High Efficiency Heat Pumps: the unit(s) shall be a minimum SEER (Seasonal Energy Efficiency Ratio) of 14 with ECM. High Efficiency Central AC: the unit(s) shall be a minimum SEER of 14 with ECM.	\$ 250.00
Tier 2	AC or heat pump with SEER of 15 or greater	\$ 300.00
	Quality Installation Standard (Optional for Tier 2)	\$ 75.00

- a) For Quality Installation provided at time of the qualifying HVAC system installation, \$75 per measure for Tier 2. A Quality Installation requires completion of a HVAC installation checklist, or Company approved alternate method, to achieve 90% net capacity of the system as rated by AHRI (Air Conditioning Heating and Refrigeration Institute).
- b) For the installation of HPWH(s), \$350 per unit. The unit(s) shall be Energy Star qualified and have a minimum Energy Factor of 2.0.
- c) The minimum payment for Equipment Measure incentives under this program is \$75.

# Whole House Measures

	Eligibility Requirement	Incentive
HERO	Meet 2012 NCECC HERO standards	\$750
HERO plus HERS score	Meet HERO standards and submit confirmed annual kWh savings from the Energy Summary Report.	\$0.90/kWh

- a) The maximum amount of kWh savings per dwelling (classified by Premise number) considered for incentive payments shall be 10,000 kWh. A minimum of 699 heated square footage is required for homes meeting HERO standards, but not achieving a HERS score, to be considered for the Whole House Measures incentive payment.
- b) Incentive payments for the Whole House Measures will be made for dwellings achieving annual energy savings of 275 kWh or more.
- c) Homes that are listed in the RNC Program software as a participant prior to January 1, 2015 are allowed to submit for the incentive payments as stipulated in the tariff for Program RNC-1 until June 30, 2016.

### **INCENTIVES APPLICABLE TO HOMEOWNERS**

At the sole option of the builder or developer, homeowners may be offered an incentive guaranteeing the heating and cooling portion of the dwelling's total annual energy costs. Homeowners participating in the guarantee may receive a payment based on heating and cooling energy usage that is deemed to exceed the stated guarantee. The guarantee is applicable solely to the initial homeowner and offers payment based on annual usage that exceeds estimated usage based upon the HERO standard used in constructing the dwelling. The guarantee shall apply for no longer than three years from registration. Guarantee incentives are only available at the end of each full year of electric service. Upon Company's review of valid homeowner claims for payments, including a review of prudent energy management practices as defined in the guarantee, a homeowner shall receive a qualifying payment.

# **RESPONSIBILITY OF PARTIES**

The builder, developer or designated representative shall complete and submit an application with supporting documentation, and if applying for whole house incentives, a REM/Rate<sup>™</sup> Home Summary Report (or any Company approved Energy Software modeling report) issued by a third-party HERS Rater. The application for equipment incentives must include purchasing and contractor servicing invoices. Applications for whole house incentives must include HERO compliance verification and a REM/Rate Home Summary Report as assessed by a qualified HERS rater recognized by the Residential Energy Services Network ("RESNET") or any Company approved Energy Services Network.

The homeowner agrees to exercise prudent energy management of the home, as defined in the Responsibilities Section of the Heating and Cooling Limited Usage Guarantee.

Oct 06 2022

# CONTRACT TERM

The builder, developer or a designated representative shall complete and submit an application with supporting documentation, and if applying for whole house incentives, a REM/Rate<sup>TM</sup> Home Summary Report, no later than 6 months after completion of the dwelling established as the date the Company's electric meter is installed. Incentive application requests received after 6 months may not be accepted by the Company. All dwellings receiving incentives shall be subject to inspection by Company for the purpose of Program evaluation, measurement, and verification.

For each qualifying home, that is built by an approved Builder or Developer Program participant who agrees to the terms and payment of the Guarantee, which is built to all minimum standards and requirements of the Program, the Guarantee start date is defined as the first day of the second calendar month after the date of sales closing or lease signing.

### COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

### **GENERAL**

Service rendered under this Program is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

Supersedes Program RNC-1C Effective for service rendered on and after December 31, 2015 NCUC Docket No. E-2, Sub 1021 Duke Energy Progress, LLC (North Carolina Only)

RP-10

# ENERGY EFFICIENCY EDUCATION PROGRAM EEE-1A

### PURPOSE

The purpose of this program is to educate students about energy efficiency in homes and schools through energy-related curriculum, a home energy survey and energy efficiency measures.

### PROGRAM

This program is available, at the Company's option, to K-12 public and private schools served by the Company.

This program provides students in participating schools the ability to complete an energy survey of their home. Each eligible student who completes a home energy survey will receive an energy efficiency measure for their home, not to exceed \$30.00 in value, such as a package of compact fluorescent light bulbs or an energy efficiency starter kit.

Supersedes Program EEE-1 Effective for service rendered on and after August 1, 2015 NCUC Docket No. E-2, Sub 1076

### RESIDENTIAL MULTI-FAMILY ENERGY EFFICIENCY PROGRAM MEE-5

### PURPOSE

The purpose of this Program is to encourage the installation of new energy efficient measures and devices in multi-family apartments to reduce energy usage.

### AVAILABILITY

This Program is available to property managers of individually metered apartments where the residences are served under any Duke Energy Progress ("Company") residential rate schedule from the Duke Energy Progress retail distribution system. Each dwelling unit shall have its own individual electric water heater.

### PROGRAM

The Company will provide and install at no or discounted cost to the property manager certain energy efficient appliances, devices and other measures including, but not limited to, high efficiency lighting and low flow water measures.

### COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

Supersedes Program MEE-3 Effective for service on and after March 22, 2021 NCUC Docket No. E-2, Sub 1059 RP-11

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RP-13

# RESIDENTIAL ENERGY ASSESSMENT PROGRAM REA-3

### <u>PURPOSE</u>

The purpose of this program is to assist residential customers in assessing their energy usage and to provide recommendations for more efficient use of energy in their homes. The program will also help identify those customers who could benefit most by investing in new energy efficiency measures, undertaking more energy efficient practices and participating in Company programs.

### PROGRAM

- This program is available for owner-occupied residences, excluding manufactured housing, served on Company's residential rate schedules from Company's retail distribution system.
- Company will perform on-site assessments residences and their energy efficiency related features where annual energy usage exceeds 1000 kilowatt hours per month. Assessments are limited to one per residence during the life of this program. Company will provide a detailed Home Energy Assessment including energy efficiency recommendations. Company may require a minimum number of months of historical usage data before performing an on-site assessment.
- Participating customers will be offered a home energy efficiency measure, not to exceed \$45.00 in value, such as an energy efficiency starter kit or energy efficiency lighting. The incentive may be delivered in a variety of ways including, direct mail, rebates, discount coupons, in-store promotions or online discounts.
- Energy efficiency measure incentives may not be available under this program if the customer has previously received such an incentive for this or any other Company Energy Efficiency Program.
- Customer may request additional or upgraded energy efficiency measures at additional cost. The customer's cost for these items will be posted to the Company's website at www.duke-energy.com.
- The Company reserves the right to limit the quantity of energy efficiency measures available to individual participants in this Program.

# COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

Supersedes Program REA-1 Effective for service rendered on and after February 25, 2020 NCUC Docket No. E-2, Sub 1094 Oct 06 2022

# LOW-INCOME WEATHERIZATION PAY FOR PERFORMANCE PROGRAM LWP-1 (PILOT)

# <u>PURPOSE</u>

The purpose of this program is to assist non-profit agencies with providing energy efficient weatherization and other measures in qualified low-income homes to reduce energy usage.

# AVAILABILITY

This program is available for Company-qualified non-profit agencies performing weatherization and other upgrades on residential dwellings served on Company's retail system under a residential rate schedule.

This pilot program is only available for program measures installed in the Company's Buncombe County service territory.

To qualify for this program, measures must be installed in residences certified to have a household income that qualifies for the State of North Carolina Weatherization Assistance Program.

Residents receiving energy efficiency measures from this program are not eligible for payments or incentives under any other Company sponsored energy efficiency program for the same measures, at the same residence, provided under this program.

# PROGRAM

Participants will receive a set of energy efficient and weatherization measures to be determined by the Company and the administering agency. The measures eligible for payments may include, but are not limited to the following:

- Refrigeration
- Wall Insulation
- Foundation Insulation
- Air Sealing
- Energy Efficient Lighting
- Low-Flow Faucet Aerators
- Low-Flow Showerheads
- Refrigerator Replacement
- Water Heater Pipe Insulation/Tank Wrap
- Water Heater Replacement

### PAYMENT

Payments will be made to the administering agency based upon estimated savings. Current kWh based payment levels for installed measures will be posted on the Company's website.

### **GENERAL**

Service rendered under this Program is subject to the provisions of the Service Regulations of the Company on file with the North Carolina Utilities Commission.

# COMPANY RETENTION OF PROGRAM BENEFITS

Payments and other considerations offered under the terms of this Program are understood to be an essential element in the agencies decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

Effective on and after January 1, 2019 Docket No. E-2, Sub 1187 OFFICIAL COPY

# RESIDENTIAL ENERGY EFFICIENT APPLIANCES AND DEVICES PROGRAM REEAD-1

### <u>PURPOSE</u>

The purpose of this program is to encourage the installation new energy efficiency appliances and equipment in new or existing residences.

# PROGRAM

- Incentives are available to builders of new residences or to owners of, or customers occupying, new or existing residences served on a residential rate schedule from Company's retail distribution system provided; however, that incentives for energy efficient products considered to be fixtures are available only to builders or owners of residences served on the Company's retail distribution system.
- The types of equipment eligible for incentives may include, but are not limited to, the following:
  - High efficiency lighting and equipment
  - High efficiency electric water heating low flow devices
  - Other high efficiency equipment as determined by the Company on a case by case basis.
- Incentives may be offered in a variety of ways including, but not limited to, discount coupons, instore promotions, or on-line discounted purchases.
- Incentives under this program are only available for ENERGY STAR or other energy efficiency products for which incentives pass the Company's Utility Cost Test (UCT).
- The Company may vary the incentive by type of equipment and differences in efficiency in order to provide the minimum incentive needed to drive customers to purchase higher efficiency equipment.
- The Company reserves the right to adjust the incentive for specific equipment, on a periodic basis, as equipment efficiency standards change and as customers naturally move to purchase higher efficiency equipment.
- The amount of the incentive payment for various standard types of equipment will be filed with the Commission, for information, and posted to the Company's website at www.duke-energy.com.
- Incentives may be limited to one of any product, per residence, under all Company Energy Efficiency Programs.
- With Company approval, the builder, owner or customer may designate that the incentive be provided to the vendor or other third-party.
- Incentives for certain products will be provided only in conjunction with incentives provided by manufacturers, distributors, or retailers during promotional periods.

### PAYMENT

- The Company's incentive are as follows:
  - High efficiency lighting equipment and electric water heating low flow devices will be an incentive of up to 100% of the installed cost difference between standard equipment and higher efficiency equipment.

• For all other appliances and devices provided under this program the incentive will be an amount up to 50% of the installed cost difference between standard equipment and higher efficiency equipment.

# COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the program.

Effective for service rendered on and after February 27, 2019 NCUC Docket No. E-2, Subs 936 and 1174

### NONRESIDENTIAL SMART SAVER ® ENERGY EFFICIENT PRODUCTS AND ASSESSMENT PROGRAM PROGRAM NSSEE-3

### <u>PURPOSE</u>

The purpose of this program is to encourage the installation of new high efficiency equipment in new and existing nonresidential establishments as well as efficiency-related repair activities designed to maintain or enhance efficiency levels in currently installed equipment. The program will provide incentive payments for energy assessment and to offset a portion of the higher cost of new energy efficient equipment or the efficiency-related repair activities.

### PROGRAM

Payments are available to owners of, or customers occupying, new or existing nonresidential establishments served on Company's general service schedules and are served from Company's retail system.

Payments are available for a percentage of qualifying energy assessments, a percentage of the cost difference between standard equipment and qualifying new higher efficiency equipment, or a percentage of the cost of qualifying efficiency-related repair activities as further described below.

Prescriptive Incentives for Specific Equipment

The following types of equipment are eligible for incentives.

High efficiency lighting High efficiency heating, ventilation and air conditioning equipment High efficiency pumps and variable frequency drives High efficiency food service equipment High efficiency process equipment High efficiency information technology equipment

The Company may vary the percentage incentive by type of equipment, differences in efficiency and type of efficiency-related repair activity either to provide the minimum incentive needed to drive customers to install higher efficiency equipment or to encourage maintaining or enhancing efficiency levels in currently installed equipment.

The Company reserves the right to adjust the incentive and equipment requirements on a periodic basis, as equipment efficiency standards change and as customers naturally move to install higher efficiency equipment.

The amount of the incentive payment for various standard types of equipment will be filed with the Commission annually, for information, and posted to the Company's website at www.duke-energy.com.

Incentives for Custom Projects

Energy Assessments:

Optional energy assessments are available to identify and/or evaluate energy efficiency projects and energy efficient measures. The scope of an energy assessment may include but is not limited to facility energy audit, new construction/renovation energy performance simulation, system

GP-1

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energy study and retro-commissioning service. Payments are available to offset a portion of the costs of a qualifying energy assessment.

The Company may vary the percentage of energy assessment payment based on the facility size, age, equipment, and other criteria that may affect the amount of energy efficiency opportunities, and the expectation of the customer implementing recommendations identified. All, or a portion of, the energy assessment payment may be contingent on the customer implementing a minimum amount of cost effective energy efficiency measures within a set timeframe.

**Custom Incentives:** 

Custom incentives are available with or without an energy assessment provided by the Company.

The Company shall determine what projects meet the criteria for higher efficiency equipment or efficiency-related maintenance activities, including but not limited to the types of equipment shown above under Prescriptive Incentives. To qualify for efficiency related incentives for HVAC or process equipment, such equipment must have a remaining use life greater than 2 years.

Electric generation, from either non-renewable or renewable sources, is not considered an energy efficiency measure and therefore does not qualify for payments.

The Company may vary the percentage incentive based on project conditions, including differences in efficiency, operating conditions, measure life, free ridership, and other factors that affect projected energy savings, and based on measure cost effectiveness in order to provide the minimum incentive needed to drive customers to install higher efficiency equipment.

The Company also offers an optional, expedited review process for projects with short timelines. A fee associated with the expedited review of an application will be borne by the customer submitting the application regardless of application approval. Customer's electing to use the expedited review will be invoiced by the Company at the time they elect the expedited review; however, at the time of their application approval a customer may elect to defer the payment of the invoice until the Company processes the incentive payment. The expedited review process is available to all customers and the expedition fee will be posted on the company's website and is subject to change.

In order to receive payment under the Smart \$aver Prescriptive program the following requirements must be met.

- For new high efficiency equipment in an existing establishment, the customer must submit a request for incentive payment either before or within ninety (90) days of installation, along with the required documentation and verification that the installed efficiency measures meet the requirements of this program.
- For efficiency-related activity, the customer must submit a request for incentive payment either before or within 90 days of the completing the efficiency-related activity, along with the required documentation and verification that the efficiency-related activity meet the requirements of the program.
- For new high efficiency equipment in a new establishment the customers must submit a request for incentive payment either before or within 90 days after the customer takes initial permanent service for the Company.

In order to receive payment under the Smart \$aver Custom program, all program eligibility requirements must be met. Program eligibility requirements are listed in the Terms and Conditions on the Smart \$aver application.

The Company reserves the right to inspect the premises of the customer both before and after implementation of the measure or completion of the efficiency-related activity for which an incentive payment is requested. Incentive payments will be made only after the equipment has been installed and is operable or the efficiency-related activity has been completed, as verified by the Company.

Multiple incentive payments may be requested for each establishment; however, the Company reserves the right to limit the payments per establishment per year.

# PAYMENT

- The payment to the customer or owner will be an amount up to 75% of the installed cost difference between new standard equipment and new higher efficiency equipment or up to 75% of the cost of the efficiency-related activity.
- With Commission notification, in conjunction with this program or in combination with other approved Company energy efficiency and DSM programs, Company may provide a limited quantity of low-cost energy efficient equipment directly to eligible Non-residential customer accounts, at no out-of-pocket cost to the customer.
- With Company approval, the customer or owner may designate that payment be made to the vendor or other third-party.

### COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

### GENERAL

Service rendered under this Program is subject to the provisions of the Service Regulations of the Company and Annual Billing Adjustment Rider BA on file with the North Carolina Utilities Commission.

Supersedes Program NSSEE-1 Effective for service rendered on and after June 19, 2018 NCUC Docket No. E-2, Sub 938

GP-2

# DEMAND RESPONSE AUTOMATION RIDER DRA-9

# AVAILABILITY

This Rider is available to non-residential customers receiving metered service in conjunction with any of Company's general service schedules provided Customer contracts under the provisions of this Rider for a Contracted Curtailable Demand of 50 kW or greater during summer peak periods. Customer may use other sources of power to curtail electrical load. Customer shall have the opportunity to: (1) allow Company to install load control devices to remotely control its electrical equipment, or (2) forgo Company remote load control and manually curtail its load upon receiving notification from Company that a Curtailment Event is being declared. If Customer elects to be controlled remotely by Company, eligible electrical equipment shall be identified by Company with the control scheme to be agreed upon by Customer and Company. Customer shall be responsible for any cost required to support the automated control equipment and for ensuring that the Rider's minimum demand response requirements are met.

Company shall provide service using a meter designated for this Rider that is capable of recording electrical consumption on a 15-minute interval basis. If Customer does not have designated meter based upon Customer's Contract Demand, such meter shall be provided in accordance with the "Non-Standard Metering" provisions contained in Section III of the METER-RELATED OPTIONAL PROGRAMS RIDER MROP. Rates stated in Section III of Rider MROP apply and are not modified by this Rider.

This Rider is not available for (1) short-term or temporary service, (2) Customer electing to Opt-Out of the DSM Programs, (3) Customer participating in Large Load Curtailable Rider LLC, Dispatched Power Rider No. 68, or Incremental Power Service Rider IPS, or (4) demand served by Premier Power Service Rider PPS generation.

The Schedule used in conjunction with the Rider is modified only as indicated within the Rider.

### **DEFINITIONS**

# 1. <u>CONTRACTED CURTAILABLE DEMAND</u>

The Contracted Curtailable Demand, established for both summer (calendar months June through September) and winter (calendar months of December through February) peak periods, shall be the amount of demand Customer agrees to curtail during a Curtailment Event consistent with an analysis of historical load profiles, if available. The summer Contracted Curtailable Demand shall be used to determine Monthly Availability Credits. The winter Contracted Curtailable Demand shall not be subject to a minimum of 50 kW.

### 2. <u>CURTAILMENT EVENT</u>

The Curtailment Event shall be a period of no more than 8 hours and the total number of Curtailment Events shall be no more than 10 during a calendar year, but no less than 1, during a calendar year.

Company shall send notification to Customer a minimum of 30 minutes before the requested Curtailment Event is to take place. Company shall use reasonable diligence to notify Customer of an impending Curtailment Event and having used reasonable diligence shall not be liable to Customer should Customer not receive notification or an automated demand control signal. Oct 06 2022

# 3. <u>EVENT DEMAND REDUCTION</u>

The Event Demand Reduction shall be the Event Baseline Demand less the Curtailment Event Demand, but not greater than 150% of Contracted Curtailable Demand and not less than zero. This value will determine the kW demand reduction for which Customer will receive an Event Performance Credit. In months where multiple Curtailment Events occur, the Event Performance Credit shall be based on the sum of Event Demand Reductions for each Curtailment Event.

### 4. <u>CURTAILMENT EVENT DEMAND</u>

The Curtailment Event Demand shall be the average 15-minute kW demand registered or computed by or from Company's metering facilities during a single Curtailment Event.

# 5. <u>EVENT BASELINE DEMAND</u>

The Event Baseline Demand shall be the average 15-minute kW demand during the Curtailment Event hours for the immediate 3 prior days (excluding weekends, days with Curtailment Event, and Holidays), which shall be determined by dividing the sum of kWh during the corresponding Curtailment Event hours by the total number of hours. Holidays are defined as New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. For purposes of calculating Event Baseline Demand, when one of the holidays falls on a Saturday, the Friday before the holiday will be excluded, and when the holiday falls on a Sunday, the following Monday will be excluded.

# 6. <u>NON-COMPLIANCE EVENT</u>

A Non-Compliance Event occurs when Customer's Event Demand Reduction falls below 90% of the seasonal Contracted Curtailable Demand. Multiple Non-Compliance Events can occur within a single month.

# 7. <u>CURTAILMENT EVENTS OUTSIDE THE PEAK PERIOD</u>

System conditions may result in the need to initiate Curtailment Events outside of summer and winter peak periods. For Curtailment Events occurring during the calendar months of March through May and October through November, Non-Compliance Events will not be applicable and Customer's summer Contracted Curtailable Demand will be used to establish the maximum allowable Event Demand Reduction.

### MONTHLY RATE

The Monthly Rate shall be an amount computed under the applicable Schedule for the Billing Demand and the kilowatt-hours used during the current month, plus a Monthly Rate for non-standard meter installation under Section III of Rider MROP, if applicable, less a Monthly Availability Credit and less an Event Performance Credit where:

- 1) Monthly Availability Credit = \$4.25/kW x Summer Contracted Curtailable Demand
- 2) Event Performance Credit = \$6.00/kW x Sum of Event Demand Reductions in Current Month

Event Performance Credit shall be zero (\$0) in all months with no Curtailment Events. Each Non-Compliance Event will result in the loss of four (4) months of future Monthly Availability Credits. The total months of lost Monthly Availability Credits will be allowed to accrue with no limit. Customer whose service under the Rider is terminated may reinitiate service under the Rider at any time, but will not be eligible to receive a Monthly Availability Credit for twelve (12) months or for the remainder of the accrued months of lost Monthly Availability Credits at the time Customer terminated service, whichever is greater. The number of Non-Compliance Events accumulated by Customer shall not be affected by renewal of Contract Period. Oct 06 2022

# COMMUNICATIONS REQUIREMENTS

Customer must provide satisfactory space and electrical power supply for Company's two-way communication equipment. In the event that a continuous cellular connection cannot be maintained at the location of Company's equipment, Customer must provide, at Customer's expense, a dedicated telephone line or other adequate media, as approved by Company, to establish uninterrupted communication with Company's equipment. Customer must also provide, at Customer's expense, a telephone line or other adequate media, as approved by Company, in order to receive the 30-minute advance notification from Company.

### PARTICIPATION INCENTIVE

During the first year of the initial 5-year Contract Period, Customer will receive a one-time Participant Incentive, in the amount of \$50.00/kW, to support Customer investment related to participation in the program, including purchase and installation of automation controls and DR-enabling equipment. This incentive will be based on the Customer's Event Demand Reduction for the first summer Curtailment Event following execution of a Contract. Any Customer having service under the Rider terminated during the initial 5-year Contract Period shall be charged by Company an amount equal to the Participation Incentive received by Customer under the Rider. A Customer account is eligible for only one Participation Incentive credit for the life of this Rider.

# CONTRACT PERIOD

The Contract Period shall be five (5) years, with automatic extensions of two (2) years thereafter, unless terminated by either party at the end of the Contract Period by giving not less than sixty (60) days written prior notice. At Company's sole option, Company may terminate the Customer's Contract under this Rider upon written notice to the Customer for the failure to perform satisfactorily during three consecutive Curtailment Events or for violation of any of the terms or conditions of the applicable Schedule or this Rider.

### ADJUSTMENTS TO CONTRACTED CURTAILABLE DEMAND

Customer may reduce the Contracted Curtailable Demand without charge at the end of any Contract Period. The Contracted Curtailable Demand may also be adjusted, upon Company approval, during a 4week period immediately following any Curtailment Event, provided it is not adjusted more than 2 times in a calendar year. Customer may request, by providing 30-days advance written notice, a downward adjustment to Contracted Curtailable Demand related to a permanent change in equipment or operations.

# SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

### **GENERAL**

Service rendered under this Rider is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission. The provisions of this Rider are subject to change upon approval by the North Carolina Utilities Commission.

### DSM/EE OPT-OUT ELIGIBILITY

An opt-out eligible customer first participating in this program on and after January 1, 2016, or renewing its participation on and after that date, loses the right to be exempt from the DSM Rate for the greater of three (3) years from initial receipt of incentives under this program or the Contract Period.

Supersedes Rider DRA-7 Effective for service rendered on and after February 25, 2020 NCUC Docket No. E-2, Sub 953 Duke Energy Progress, LLC (North Carolina Only)

GP-3

### BUSINESS ENERGY SAVER PROGRAM SBES-7

### <u>PURPOSE</u>

The purpose of this Program is to encourage the installation of energy efficiency measures by nonresidential businesses. The Program provides incentive payments toward the installation of energy efficiency improvements, based on the electric energy and demand savings, for efficient equipment which may include but are not limited to lighting; refrigeration; heating ventilating and air conditioning; variable frequency drives; and other commercial and industrial equipment as determined by the Company.

### AVAILABILITY

The Program is available, at the Company's option, to new or existing nonresidential establishments served on Duke Energy Progress' general service rate schedules and from Duke Energy Progress' retail distribution system. The Company may require a specified amount of usage history and/or premonitoring of equipment energy usage in order to participate in this Program. A Landlord Consent Agreement must be executed prior to completion of the site survey when Customer doesn't own the occupied facility. The Program is only available, in Company's sole discretion, to qualifying customers in areas served and selected by Company.

### **INCENTIVE PAYMENTS**

The Company will provide up to 80% of the cost for the recommended energy efficiency measures installed under Small Business Energy Saver and up to 75% under SmartPath. All incentives shall be paid by Company directly to the Company-authorized vendor or trade ally upon receipt of a Project Completion form that states the existing and improved energy efficiency measure(s) have been installed. Payment financing agreements for all project costs above the incentive amount shall be the responsibility of the Customer, based upon payment terms arranged between the customer and the Company-authorized vendor or trade ally, or other third-party.

The Company has no liability and makes no guarantee with respect to the installation or performance of the installed measure(s).

### **RESPONSIBILITY OF PARTIES**

### Small Business Energy Saver

For customers with an average monthly actual demand of 180 kW or less and meet the Program eligibility requirements, a Company authorized vendor will be made available to perform an energy assessment at the eligible customer's facility at no charge to the customer, make recommendations for improved energy efficiency measures, produce a projected cost to complete the proposed energy efficiency project, including the projected incentive from the Company as a project discount. The Company authorized vendor may offer extended payment options for the customer's portion of project costs. If the customer decides to move forward with the proposed project, the vendor will install and commission the approved project. An individual business entity's participation is limited to no more than five premises on the Company's system during a calendar year.

# SmartPath

Customers must choose from a published list of company-authorized trade allies to perform an energy assessment at the eligible customer's facility at no charge to the customer. The companyauthorized trade ally will make recommendations for improved energy efficiency measures, produce a projected cost to complete the work, and may offer payment financing option(s). The trade ally will install and commission the approved project. At the Company's request, the trade ally will install Company-approved sub-metering for the purpose of calculating actual energy savings and incentive. With the Company's approval, the Company's Small Business Energy Saver authorized vendor mav also authorized be an trade allv.

Prior to the provision of any services under this Program, Customer shall execute or cause to be executed an Energy Survey Agreement, Owner Consent Agreement, Business Energy Saver Program Participation Agreement or Project Completion form, as appropriate. Customer agrees to not remove or resell equipment or other measures installed pursuant to this Program and they shall remain at their current location. Disputes regarding the installation shall be subject to the terms and conditions of the executed Participation Agreement and shall be resolved in accordance with the terms thereof. Company has no liability and makes no guarantee with respect to the installation or performance of the installed measure(s).

Customer shall permit Company and its authorized vendor or trade ally the right of ingress and egress to Customer's premises at all reasonable hours for the purpose of pre-installation and post-installation inspection of the project to determine the actual kW reduction and energy savings for program evaluation purposes.

Authorized trade allies must meet the Company's requirements including but not limited to: agreement to code of conduct, application process, pre- and post-monitoring, required training, incentive payment processes, and other requirements, terms and conditions, as outlined in the SmartPath Authorized Trade Ally Agreement.

The Company reserves the right to inspect the premises of the customer both before and after implementation of the measure or completion of the efficiency-related activity for which an incentive payment is requested. Incentive payments will be made only after the equipment has been installed and is operable or the efficiency-related activity has been completed, as verified by the Company.

Multiple incentive payments may be requested for each establishment; however, the Company reserves the right to limit the payments per establishment per year.

### COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

### DSM/EE OPT-OUT ELIGIBILITY

An opt-out eligible customer participating in this program on and after January 1, 2016 loses the right to be exempt from the EE Rate for three (3) years following receipt of an incentive under this program.

# **GENERAL**

Service rendered under this Program is subject to the provisions of the Service Regulations of the Company on file with the North Carolina Utilities Commission.

Supersedes Program SBES-5 Effective for service rendered on and after October 13, 2020 NCUC Docket No. E-2, Sub 1022

Oct 06 2022

Duke Energy Progress, LLC (North Carolina)

### ENERGYWISE FOR BUSINESS RIDER EWB-3

### AVAILABILITY

This Rider is available on a voluntary basis, solely at Company's option, to non-residential Customers receiving electric service under a nonresidential rate schedule and where the establishment has one or more qualifying central air conditioning or electric heat pump unit(s) which operate to maintain a conditioned space on weekdays during the calendar months May through September as determined by Company, for this Rider under a Summer Control Option. Eligible participants who also have an electric heat pump unit(s) with electric resistance heating which operates on weekdays during the calendar months November through March, as determined by Company, may also elect the Winter Control option. Weekdays are defined as Monday through Friday. This Rider is not available to customers served under Schedules LGS-RTP and SI, Riders NM, DRA, 57, 68, IPS, LLC, or NFS.

### **GENERAL PROVISIONS**

This Rider is available where the following requirements are met:

- 1. Customer must agree to control of all installed qualified central air conditioning or electric heat pumps units in the establishment under a single control option as set forth below.
- 2. During the billing months of May through September, Customer's electric usage must average a minimum of 1,000 kilowatt hours per month.
- 3. Company shall have the right to require that the owner of the controlled equipment, if different than Customer, give satisfactory written approval for Company's installation and operation of load control devices or thermostats on that equipment before Customer may enter into an agreement for this Rider.
- 4. Neither Customer nor his agent shall disconnect or otherwise interfere with the proper operation of Company-provided equipment required to control Customer's central air conditioning or electric heat pump system.
- 5. Customer shall immediately notify Company of the removal, damage or discontinued use of Customer's controlled equipment during weekdays or removal or damage to Company-provided load control device or thermostat.
- 6. Where Company has the necessary communications equipment installed and where a communication signal can be satisfactorily delivered to allow Company to communicate with Company-provided equipment, Customer shall allow Company's representative to install and operate equipment to interrupt service to each installed, approved electric air conditioning and/or electric heat pump unit using one of the following types of control equipment below:
  - a. Thermostat Control Option (a web-enabled programmable thermostat): If this option is selected, Customer must provide password-protected broadband/Wi-Fi internet access to the thermostat, at no cost to Company. Customer will receive access from Company to the installed thermostat through a web portal for setting and controlling the system remotely through Customer's smart phone, tablet or computer. In order to participate in the Winter Control option, the Thermostat Control Option is required.
  - b. Wi-Fi Load Control Device Option: If this option is selected, Customer must provide both (1) a password-protected broadband/Wi-Fi internet access to the load control device, at no cost to Company and (2) the necessary wiring for a circuit, exclusive of any other load, suitable for the installation of a load control device. In no event will Company be required to install additional wiring if Company determines the wiring cannot be done in a manner which is economically feasible.

- c. Cellular (or Other Technology) Load Control Device Option: Customer must provide the necessary wiring for a circuit, exclusive of any other load, suitable for the installation of a load control device. In no event will Company be required to install additional wiring if Company determines the wiring cannot be done in a manner which is economically feasible. This option is only available where suitable cellular or other communications service is present.
- 7. Company shall be allowed to monitor Customer's load, or any part thereof, and the operation of controlled appliances.

Customers selecting the Thermostat Control option, and utilizing electric heat pumps with electric resistance heating elements, may also elect to participate in a Winter Control option applicable to their weekday operations, but customers may not participate in a Winter Control option only.

### CONTROL CREDITS

The credits as set forth below for each option will be applied to Customer's first monthly bill following successful installation and testing of each load control device or thermostat. After the first year, Customer will receive a credit annually upon the anniversary date of the initial credit issued.

### Summer Control Option:

Customer shall select one of the following summer-cycling options based upon the percent reduction of the normal on/off frequency of the air conditioning or heat pump compressor for all controlled cooling equipment:

- 1. 30% Summer Cycling Level \$50 per load control device
- 2. 50% Summer Cycling Level \$85 per load control device
- 3. 75% Summer Cycling Level \$135 per load control device

The cycling option selected must be the same for each controlled unit, but once selected may not change for 12 months.

### Winter Control Option:

Summer Control customers may also elect to participate in a Winter Control Option provided Customer utilizes the Thermostat Control Option and have electric heat pumps with electric resistance heating elements. Under the Winter Control Option, 100% of Customer's electric resistance heating elements will be controlled during the Interruption Period; however, the heat pump compressor will not be interrupted. If Customer selects the Winter Control option, Credits will be made to Customer's first monthly bill following successful installation and testing of each thermostat control of an additional \$25 per thermostat.

### REQUIREMENTS FOR AIR CONDITIONING AND ELECTRIC HEAT PUMP UNIT

An approved electric air conditioning and/or electric heat pump unit is a permanently installed package or split system that conditions all or part of the enclosed floor space. All qualifying units installed in the establishment for the purpose of human comfort in spaces not separated by firewalls must participate under this Rider in order to receive credit. Such units controlled by whole building energy management systems, direct digital controls or multiple temperature sensors may not be compatible with a Company-supplied thermostat, but may still participate under this Rider using the load control device option.

### **INTERRUPTION PERIODS**

Company shall be allowed, at its sole discretion, to interrupt service to Customer's air conditioner and/or electric heat pump at any time, based upon the customer-elected cycling option. The control period under the Summer Control option may be for up to four hours each day during the months of May through September. Interruption of cooling equipment for cycling purposes shall be limited to a total of no greater than 40 hours during any one summer season for cycling purposes.

For those customers selecting the Winter Control option, Company shall be allowed, at its discretion, to interrupt service to the resistance heating elements associated with each electric heat pump unit for up to four hours per day during each day November through March. Resistance heating element interruptions shall be limited to a total of no greater than 40 hours during any one winter season.

Company, at its sole discretion may limit requests for service under this Rider to geographic regions for valid reasons. Also, in addition to the control period for cycling purposes, Company reserves the right to control the customer's equipment for additional periods in the event Company has capacity problems.

Company reserves the right to test the load control equipment at any time, and such test periods shall be counted towards the maximum hourly interruption limits. Customer shall have the option to override two (2) control events each calendar year without forfeiting the credit by calling or contacting Company in accordance with Company's instructions; however, if Customer requests an override for more than two (2) control events in a calendar year, Customer's service under this Rider will either be terminated or Customer will forfeit the next Annual Incentive Credit. A control event override is defined as Customer requesting exemption from any portion of the control event.

# EQUIPMENT INSPECTION AND SERVICING

Company or its agents shall have the right of ingress and egress to Customer's premises at all reasonable hours for the purpose of inspecting the installed load control equipment and/or web-enabled programmable thermostat; changing, exchanging, reconnecting, or repairing, as necessary; or removing after termination of service if requested by Customer. Upon discontinuance of service under this Rider, any Company installed equipment becomes the property of Customer who is solely responsible for its operation and maintenance thereafter.

# CONTRACT PERIOD

Customer shall enter into an agreement for a minimum original term of one (1) year and thereafter until terminated by either party by giving at least 30 days prior written notice to the other party. Upon termination of service under this Rider, the installed equipment at the premises will be remotely disabled to prevent further load control, but will only be removed upon request by Customer. Company reserves the right to terminate Customer's agreement under this Rider at any time upon written notice to Customer for violation of any of the terms or conditions of the applicable Schedule or this Rider. If, during the original term, Customer requests termination of service under this Rider and remains at the same location without participating in a called Summer Control event, Customer will be required to repay the annual incentive. Upon discontinuance of service under this Rider, Customer may not enter into a new agreement for this Rider for a period of 12 months.

# DSM/EE OPT-OUT ELIGIBILITY

An opt-out eligible customer participating in this program on and after January 1, 2016 loses the right to be exempt from the DSM Rate for three (3) years following receipt of an incentive under this program.

Supersedes Rider EWB-1 Effective for service on and after January 1, 2016 NCUC Docket No. E-2, Sub 931

# NONRESIDENTIAL SMART \$AVER® PERFORMANCE INCENTIVE PROGRAM (SSP-3)

# <u>PURPOSE</u>

The purpose of the Smart \$aver Performance Incentive Program is to encourage (1) installation of high efficiency equipment in new and existing nonresidential establishments and (2) enhanced maintenance and repair activities to improve energy efficiency levels in existing equipment. The Program provides incentive payments to offset a portion of the higher cost of energy efficient installations and maintenance activities that are not eligible for consideration under the Nonresidential Smart Saver® Energy Efficient Products and Assessment Program. Eligible program measures includes projects with a combination of unknown building conditions, unsure operating system constraints, and/or uncertain operating, occupancy, or production schedules that cause difficulty in accurately forecasting future energy reductions. The specific measures eligible under this Program and the estimated energy savings will be provided by the Customer and will be specified in a Customer agreement.

# PROGRAM

Incentive Payments are available to customers occupying new or existing establishments receiving electric service under a Company retail nonresidential rate schedule. Incentive Payments are applicable to cost incurred by a customer for the cost differential between standard and qualifying new high efficiency equipment and the cost of qualifying efficiency-related repair activities. The energy efficiency associated with a newly constructed non-utility owned Combined Heat and Power ("CHP") system sited on a customer's premise will be eligible for consideration under the program.

The customer must complete and submit an Application defining the specific measures to be pursued and estimated energy savings of each measure before implementing the project. The eligibility of the Customer's request for participation in this Program will be determined solely by the Company upon receipt of the Customer's Application. Upon approval, the estimated total project savings will be reviewed and mutually agreed to by Customer and Company. The incentive payment shall be the estimated first year kWh reduction multiplied by the published Smart \$aver Incentive rate. The Smart \$aver Performance Incentive Program website will maintain the program's incentive rate schedule.

The Company reserves the right to inspect the Customer's premises before and after implementation of the measure(s) or completion of the efficiency-related maintenance activity for which an incentive payment is requested. Incentive payments will be made only after the equipment has been installed and is operable or the efficiency-related repair or maintenance activity has been completed, as verified by the Company.

Multiple Incentive Payments may be prescribed for each establishment; however, the Company reserves the right to limit the Incentive Payments per establishment per year and based on performance as outlined below.

# PAYMENT

The Customer shall receive both an Initial Incentive Payment and Subsequent Incentive Payment after energy reduction results are verified. The total of the Initial and Subsequent Incentive Payments to the Customer will be an amount not to exceed 75% of the installed cost difference between new standard equipment and new higher efficiency equipment and/or the cost of the efficiency-related repair or maintenance activities.

The Customer shall receive an Initial Incentive Payment which shall be a percentage of the estimated Smart \$aver Performance Incentive Program incentive calculation upon completion of the project by Customer, following review and approval by the Company.

Upon completion, a measurement period will begin to verify actual energy reductions achieved by the measure(s). The Customer shall receive a Subsequent Incentive Payment after energy reductions are verified at the conclusion of the measurement period. The sum of the Initial and Subsequent Incentive Payments shall be equal to Smart \$aver Performance Incentive Program incentive calculation, adjusted to reflect the verified savings amount.

With Company approval, the Customer may designate that payment be made to the vendor or other thirdparty.

# COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

# **GENERAL**

Service rendered under this Program is subject to the provisions of the Service Regulations of the Company and Annual Billing Adjustment Rider BA on file with the North Carolina Utilities Commission.

Supersedes Program SSP-1 Effective for service rendered on and after June 19, 2018 NCUC Docket No. E-2, Sub 1126 Duke Energy Progress, LLC (North Carolina Only)

# ELECTRIC VEHICLE SCHOOL BUS CHARGING STATION PROGRAM EVSB-1 (NC PILOT)

# **PURPOSE**

The purpose of this pilot program is to support procurement of Electric Vehicle School Buses ("EVSB") by public school transportation systems, install supporting Electric Vehicle Supply Equipment ("EVSE") to facilitate market adoption, collect utilization and other load characteristics to understand grid and utility impacts and explore potential for vehicle-to-grid power flow from EVSB batteries.

# AVAILABILITY

This Program is available on a first-come-first-served basis, at Company's sole option, to Customers operating public school transportation systems in Company's North Carolina electric service territory. Participants must utilize one or more EVSB and provide transportation services to a public-school system. Incentives are available for no more than 15 buses operated by a single or multiple school systems. Participants must grant Company access to all vehicle charging data throughout the program term and allow implementation of load management capabilities to reduce charging speeds, up to and including full curtailment and vehicle-to-grid (V2G) bi-directional power flow, provided such control activities do not impact the necessary duty cycle of the school bus. Prior to participation under this Program, Customer and Company shall execute an Electric Vehicle School Bus Supply Equipment Site Agreement to establish the terms and conditions of EVSE and EVSB battery installation and ownership.

# **INCENTIVES**

Company shall fund up to \$215,000 per bus for procurement, delivery and installation of EVSB and associated EVSE charging equipment. Company shall retain ownership of the EVSE while Customer shall be responsible for proper operation and maintenance of EVSE according to manufacturer's guidelines. Company shall establish and maintain charging station network connectivity for load control capabilities during the full 36-month pilot. Customer will own EVSB and shall operate and maintain all EVSB components for the duration of the pilot. Company will retain ownership rights to EVSB battery and shall be allowed to repurpose or remove EVSB battery at the end of its useful life.

# **BILLING RATE**

EVSE shall be installed on Customer's side of Company's meter; therefore, any usage will be billed under the applicable general service schedule and other riders, if applicable, for the Billing Demand and kilowatthours registered or computed by or from Company's metering facilities during the current month.

# CONTRACT TERM AND EARLY TERMINATION

Contract Period shall be 36 months following the initial effective date of the program. Customer's subscription is not transferrable to another party. If Customer transfers their electric service to a different location within Company's service territory, the subscription shall be transferred to the new service location upon re-installation of the Charging Station. If Customer discontinues electric service and relocates outside the Company's service territory or otherwise discontinues use of the Charging Station including but not limited to maintaining connectivity, within twelve (12) months of initial participation, Customer shall remit to Company a Termination Payment equal to the EVSE and battery funding amount pro-rated for the number of months remaining in the program.

# CUSTOMER RESPONSIBILITIES

Customer shall provide a location on premise for installation of Company's facilities and any necessary access to the work site and shall use reasonable diligence to protect Company's equipment from harm. In the event of damage to Company owned equipment that is caused by the Customer or Customer's agents,

Customer agrees to pay all repair or replacement costs associated with the damage. Customer shall grant Company reasonable access rights during times specified by Company to operate and maintain its equipment during the program.

## **GENERAL**

In addition to the usage recording capabilities of the charging station equipment, Company shall have the right to install, at its own expense, additional metering and load research devices as it deems appropriate to collect the usage characteristics of the electric vehicle charging station equipment.

#### **REGULATORY AUTHORITY**

Services rendered under this Agreement are subject to the authority of the North Carolina Utilities Commission and any changes or other modifications lawfully made thereto.

# PUBLIC FAST CHARGING STATION PROGRAM FCS-1 (NC PILOT)

# **PURPOSE**

The purpose of this pilot program is for the Company to develop and maintain a foundational network of publicly accessible Direct Current Fast Charge ("DCFC") electric vehicle ("EV") charging stations to support EV adoption and serve the growing charging needs of Customers across the Company's North Carolina service territory.

#### AVAILABILITY

Company shall install, own and operate a network of up to 16 DCFC stations across approximately 8 individual locations. Charging stations will be dispersed at key highway corridor locations throughout Company's North Carolina service territory to enable intra- and inter-state electric vehicle travel and build driver confidence in EVs. Charging services will be available to all electric vehicle owners without preference to Company's electric service customers.

# CHARGING STATION EQUIPMENT

The DCFC stations shall include charging equipment with electrical demand requirements of 100 kW or greater. Each location shall include a minimum of 2 DCFC Electric Vehicle Supply Equipment (EVSE) stations capable of charging compatible plug-in electric vehicles intended for use on public streets and highways. Additionally, EVSE shall include revenue-grade metrology with Wi-Fi, cellular, or other communications to a central server along with monitoring and load management/curtailment capabilities. Company may adjust charging capacity to assess load characteristics and grid impacts of electric vehicle charging.

# BILLING RATES

DCFC charging services will be offered in exchange for a Fast Charge Fee consistent with the statewide average for DCFC charging offered by those stations which charge a fee to the driver and are publicly accessible 24-hours per day. Fees may be adjusted throughout the pilot, as needed but no more than once per quarter. Payment shall be made by Smart Phone App, Radio-frequency identification (RFID) Card or by Credit Card swipe at the site. The Fast Charge Fee is intended to recover, at a minimum, the cost of electric service plus transaction and network service costs but is not anticipated to recover the full cost of the charging infrastructure within the term of the pilot.

#### CONTRACT TERM

Contract Period shall be 36 months following the initial effective date of the program. At the end of the 36month pilot, Company may seek regulatory approval to continue to own and operate the stations or to sell the stations with any proceeds being credited to program costs.

#### <u>GENERAL</u>

In addition to the usage recording capabilities of the charging station equipment, Company shall have the right to install at its own expense additional metering and load research devices as it deems appropriate to collect the usage characteristics of the electric vehicle charging station equipment.

# **REGULATORY AUTHORITY**

Services rendered under this Agreement are subject to the authority of the North Carolina Utilities Commission and any changes or other modifications lawfully made thereto.

Duke Energy Progress, LLC (North Carolina Only)

# PUBLIC LEVEL 2 CHARGING STATION PROGRAM PROGRAM L2EV-1 (NC PILOT)

# **PURPOSE**

The purpose of this pilot program is for the Company to develop and maintain a foundational network of publicly accessible Level 2 (L2) electric vehicle (EV) charging stations to support EV adoption and serve the growing charging needs of Customers across the Company's North Carolina service territory.

# AVAILABILITY

Company shall install, own and operate a network of up to 60 L2 stations across approximately 30 individual locations. Operation and maintenance of L2 stations may be performed by a qualified third-party service provider by agreement with Company. Charging stations will be installed at key publicly accessible locations throughout Company's North Carolina service territory to enable destination charging in the public sector and build driver confidence in EVs. Charging services will be available to all electric vehicle owners without preference to Company's electric service customers.

# CHARGING STATION EQUIPMENT

The L2 stations shall include charging equipment with electrical demand requirements of up to 10 kW. Each location shall include a minimum of two L2 Electric Vehicle Supply Equipment (EVSE) stations capable of charging compatible plug-in electric vehicles intended for use on public streets and highways. Additionally, EVSE shall include smart charging capabilities with Wi-Fi, cellular, or other communications to a central server along with monitoring and load management/curtailment capabilities. EVSE must be compatible with OCPP 1.6 or higher. Company may adjust charging capacity to assess load characteristics and grid impacts of electric vehicle charging.

# BILLING RATES

L2 charging services will be offered in exchange for an L2 Charging Fee consistent with the Kilowatt-Hour Charge of the Company's first block energy rate of the most current Small General Service (SGS) Schedule, plus \$0.02/kWh. Payment shall be made to Company by Smart Phone App, Radio-frequency identification (RFID) Card or by Credit Card swipe at the site. The L2 Charging Fee is intended to recover, at a minimum, the cost of electric service plus transaction and network service costs but is not anticipated to recover the full cost of the charging infrastructure deployment within the term of the pilot.

# CONTRACT TERM

Contract Period shall be 36 months following the initial effective date of the program. At the end of the 36month pilot, Company may seek regulatory approval to continue to own and operate the stations or to sell the stations with any proceeds being credited to program costs.

# **GENERAL**

In addition to the usage recording capabilities of the charging station equipment, Company shall have the right to install at its own expense additional metering and load research devices as it deems appropriate to collect the usage characteristics of the electric vehicle charging station equipment.

# **REGULATORY AUTHORITY**

Services rendered under this Agreement are subject to the authority of the North Carolina Utilities Commission and any changes or other modifications lawfully made thereto.

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# MULTI-FAMILY DWELLING CHARGING STATION PROGRAM PROGRAM MFEV-1 (NC PILOT)

#### **PURPOSE**

The purpose of this pilot program is for the Company to deploy and maintain a network of publicly accessible Multi-Family Dwelling (MFD) Level 2 (L2) electric vehicle (EV) charging stations to support EV adoption and serve the growing charging needs of Customers across the Company's North Carolina service territory.

#### AVAILABILITY

Company shall install, own and operate a network of up to 30 MFD L2 stations. Operation and maintenance of L2 stations may be performed by qualified third-party service provider by agreement with Company. Charging stations will be installed at publicly accessible MFD locations throughout Company's North Carolina service territory to enable residential charging at MFDs and build driver confidence in EVs. Charging services will be available to all electric vehicle owners without preference to Company's electric service customers.

#### CHARGING STATION EQUIPMENT

The MFD L2 stations shall include charging equipment with electrical demand requirements of up to 10 kW. Each station shall include a minimum of two Level 2 (208/240V) charging outlets capable of charging compatible plug-in electric vehicles intended for use on public streets and highways. Additionally, EVSE shall include smart charging capabilities with Wi-Fi, cellular, or other communications to a central server along with monitoring and load management/curtailment capabilities. EVSE must be compatible with OCPP 1.6 or higher. Company may adjust charging capacity to assess load characteristics and grid impacts of electric vehicle charging.

# BILLING RATES

MFD L2 charging services will be offered in exchange for an L2 Charging Fee consistent with the Kilowatt-Hour Charge of the Company's first block energy rate of the most current Small General Service (SGS) Schedule, plus \$0.02/kWh. Payment shall be made to Company by Smart Phone App, Radio-frequency identification (RFID) Card or by Credit Card swipe at the site. The L2 Charging Fee is intended to recover, at a minimum, the cost of electric service plus transaction and network service costs but is not anticipated to recover the full cost of the charging infrastructure deployment within the term of the pilot.

#### CONTRACT TERM

Contract Period shall be 36 months following the initial effective date of the program. At the end of the 36month pilot, Company may seek regulatory approval to continue to own and operate the stations or to sell the stations with any proceeds being credited to program costs.

#### **GENERAL**

In addition to the usage recording capabilities of the charging station equipment, Company shall have the right to install at its own expense additional metering and load research devices as it deems appropriate to collect the usage characteristics of the electric vehicle charging station equipment.

# **REGULATORY AUTHORITY**

Services rendered under this Agreement are subject to the authority of the North Carolina Utilities Commission and any changes or other modifications lawfully made thereto.

# **PURPOSE**

The purpose of this Program is to support adoption of electric vehicles (EVs) and EV charging by customers through revenue credits that defray a portion of EV "make ready" expenses. Make ready expenses include the cost of investments in the safe and reliable installation of wiring and other upgrades that support EV charging (Make Ready Infrastructure) but exclude the cost of the equipment and charging station (called "electric vehicle supply equipment" (EVSE)) that directly supplies the energy to the EV. The Program also provides fixed incentives to approved homebuilders installing Make Ready Infrastructure into newly constructed homes.

# AVAILABILITY (North Carolina Only)

This Program is available on a voluntary basis to reduce costs for the installation, at the customer's premises, of Make Ready Infrastructure that supports Level 2 or higher EVSE that is customer-owned, third-party owned, or Company-owned. The Company will not own the Make Ready Infrastructure.

The Program is also available to homebuilders approved by the Company and in accordance with the terms herein, as stated in the "Homebuilder Incentives" section.

Participation in the Program is available to Make Ready Infrastructure installed on and after the effective date of this Program.

To be eligible for revenue credits under this Program, each Level 2 EVSE and Level 3 (DC Fast Charging) EVSE installed at the customer's premises must feature at least one charging plug meeting all applicable safety and reliability standards for the given charging level.

The work to install Make Ready Infrastructure must be performed by a licensed electrician or a business employing licensed electricians (Contractor).

# APPLICATION REQUIREMENTS AND REVENUE CREDITS FOR RESIDENTIAL CUSTOMERS

A residential customer may receive revenue credits for Make Ready Infrastructure either through a reduction in the price charged by a Contractor that has been approved by the Company (Contractor Credit Option) or through a direct application submitted to the Company by the customer (Customer Credit Option). Except as noted below, revenue credit levels for residential customers are based on estimates of the aggregate increase in electric revenue for the first five years following installation of newly installed EVSE (akin to the revenue credit approach in the Company's Distribution Line Extension Plan).

Under the Contractor Credit Option, the customer seeking installation of EVSE and Make Ready Infrastructure at the customer's premises selects a Contractor that has been approved by the Company for participation in this Program. A list of such approved Contractors is available on the Company's website. The Contractor must contact the Company to determine the customer's Make Ready Infrastructure revenue credits based on information provided by the customer. The Contractor is then responsible for including the Make Ready Infrastructure revenue credits in the price quoted to the customer for Make Ready Infrastructure installation. The customer is responsible for providing the Contractor with evidence of EV registration. Under the Customer Credit Option, the customer must file an application on the Company's website requesting participation in this Program. The application will require the customer to provide, among other information:

- 1. Detailed invoice(s) from the Contractor for Make Ready Infrastructure. Each invoice from the Contractor must include separate line items for labor and materials and the Contractor's name, address, and telephone number;
- 2. A copy of the approved permit from the municipal or local permitting authority; and
- 3. Evidence of EV registration.

The sum of the costs for Make Ready Infrastructure stated in the invoice(s) submitted with the application are considered the "Demonstrated Costs" subject to revenue crediting; provided, however, that "Demonstrated Costs" shall not include any amounts for which the customer expects coverage or reimbursement from a third-party funding source. It is not the intention of this Program to provide revenue credits to defray expenses for which the customer expects third-party funding. To be eligible for revenue credits under this Program, the application must be filed within 120 days following the latter of: (1) the date on the most recent invoice included with the application; or (2) the date of EV registration.

Under either the Contractor Credit Option or the Customer Credit Option, the customer must acknowledge that a Company representative may, with reasonable advance notice, access the customer's EVSE installation to verify compliance with the terms of this Program.

After the Company receives and reviews an application for completeness, including but not limited to the submission of items 1-3 listed above, as applicable, the Company will, subject to the terms and conditions of this Program, provide Make Ready Infrastructure revenue credits through the Contractor, under the Contractor Credit Option, or to the customer, under the Customer Credit Option, in the amount of the Demonstrated Costs or the Company's expected increase in revenue in the first five years following the customer's EVSE installation, whichever is less; provided, however, that for such a customer who is simultaneously participating in the Company's Distribution Line Extension Plan and eligible for revenue credits under such Plan that account for the anticipated EV charging load, the Make Ready Infrastructure revenue credits will be the Demonstrated Costs or the Company's expected increase in revenue in the first year following the customer's EVSE installation, whichever is less. The Company will make its best efforts to provide the Make Ready Infrastructure revenue credits within one billing cycle of EVSE installation provided that the information received from the applicant is complete and accurate.

Where an application involves installation of multiple EVSEs, the expected increase in revenue will be determined for each EVSE for the applicable number of years stated above and summed, and this sum will be compared to the Demonstrated Costs. The revenue credits for such application are to be based on such sum of the expected increase in revenue from the multiple EVSEs but are not to exceed the Demonstrated Costs.

The maximum residential Make Read Infrastructure revenue credit is listed in Attachment A in this tariff.

# APPLICATION REQUIREMENTS AND REVENUE CREDITS FOR NON-RESIDENTIAL CUSTOMERS

To be eligible for revenue credits under this Program, a non-residential customer must complete a Customer Usage Profile form, using a template provided by the Company on the Company's website, indicating the estimated uses of each EVSE, including hours of usage per day and per week and the proposed timing of installation.

Except as noted below, revenue credit levels for non-residential customers are based on estimates of the aggregate increase in electric revenue for the first three to five years following installation of newly installed EVSE (akin to the revenue credit approach in the Company's Distribution Line Extension Plan).

The customer must file an application on the Company's website requesting participation in this Program. The application will require the customer to provide, among other information:

- 1. Detailed invoice(s) from the Contractor for Make Ready Infrastructure. Each invoice from the Contractor must include separate line items for labor and materials and the Contractor's name, address, and telephone number;
- 2. For all installations involving installation of more than one EVSE or Level 3 or higher EVSE, a schematic diagram of the installation;
- 3. A copy of the approved permit from the municipal or local permitting authority; and
- 4. A completed Customer Usage Profile form.

The application must be filed within 120 days following the latter of: (1) the date on the most recent invoice included with the application; or (2) the date listed on the approved permit.

The sum of the costs for Make Ready Infrastructure stated in the invoice(s) submitted with the application are considered the "Demonstrated Costs" subject to revenue crediting; provided, however, that "Demonstrated Costs" shall not include any amounts for which the customer expects coverage or reimbursement from a third-party funding source. It is not the intention of this Program to provide revenue credits to defray expenses for which the customer expects third-party funding.

The customer must acknowledge that a Company representative may, with reasonable advance notice, access the customer's EVSE installation to verify compliance with the terms of this Program.

After the Company receives and reviews an application for completeness, including but not limited to the submission of items 1-4 listed above, as applicable, the Company will, subject to the terms and conditions of this Program, provide Make Ready Infrastructure revenue credits to the customer in accordance with the following standards:

A. <u>Multi-Family Dwellings and Housing Authorities</u>. For a non-residential customer applicant that is an owner or property manager of a building or complex with four or more housing units (Multi-Family Dwelling or MFD), or a public entity that provides housing targeted toward low-income and moderate-income residents that is seeking to provide EV charging access to a property or properties that contains four or more housing units (Housing Authority

Oct 06 2022

or HA), and where the customer demonstrates that all EVSEs will be accessible to residents of the MFD or HA and installed for the primary use of such residents, the Company will determine a Make Ready Infrastructure revenue credit amount based on the completed Customer Usage Profile form and the expected increase in revenue to be achieved through such usage for the first five years of operation, with the revenue credits not to exceed the Demonstrated Costs; provided, however, that for such a non-residential customer that is simultaneously participating in the Company's Distribution Line Extension Plan and eligible for revenue credits under such Plan that account for the anticipated EV charging load, the Company will develop a Make Ready Infrastructure revenue credit amount based on the completed Customer Usage Profile form and the expected increase in revenue to be achieved through such usage for the first two years following installation, with the Make Ready Infrastructure revenue credits not to exceed the Demonstrated Costs; or

B. <u>Non-Residential Customers other than MFDs and HAs</u>. For all other non-residential customer applicants, the Company will determine a Make Ready Infrastructure revenue credit amount based on the completed Customer Usage Profile form and the expected increase in revenue to be achieved through such usage for the first three years of operation, with the revenue credits not to exceed the Demonstrated Costs; provided, however, that for such a non-residential customer that is simultaneously participating in the Company's Distribution Line Extension Plan and eligible for revenue credits under such Plan that account for the anticipated EV charging load, the Company will develop a Make Ready Infrastructure revenue credit amount based on the completed Customer Usage Profile form and the expected increase in revenue to be achieved through such usage for the first year following installation, with the Make Ready Infrastructure revenue credits not to exceed the Demonstrated Costs.

Where an application involves installation of multiple EVSEs, the expected increase in revenue will be determined for each EVSE for the applicable number of years stated above and summed, and this sum will be compared to the Demonstrated Costs. The revenue credits for such application are to be based on such sum of the expected increase in revenue from the multiple EVSEs but are not to exceed the Demonstrated Costs. The Company will make its best efforts to provide the Make Ready Infrastructure revenue credits within one billing cycle of EVSE installation provided that the information received from the applicant is complete and accurate.

The maximum non-residential Make Read Infrastructure revenue credits by segment is listed in **Attachment A** in this tariff.

# HOMEBUILDER INCENTIVES

The Company shall provide a Make Ready Infrastructure incentive to a homebuilder approved by the Company for participation in this Program that is constructing a home served by the Company's distribution system where the homebuilder demonstrates, through an application and documentation satisfactory to the Company, that it has installed Make Ready Infrastructure in a convenient location for residential EV charging. Any such application must be submitted during the construction of the home and at least 30 days

prior to the move-in date of the homeowner. The amount of such homebuilder incentive shall not exceed \$150 per home.

# BILLING RATE

EVSE shall be installed for participating customers on the customer's side of Company's meter; therefore, any electric usage will be billed under the customer's selection of rate schedule and other riders, if applicable. Site hosts may establish EVSE charging rates for the resale of energy to end-use customers under applicable North Carolina laws.

# METERING REQUIREMENTS

For participating customers, Company shall have the right to install, at the Company's own expense, metering and load research devices as it deems appropriate to collect customer data about the usage characteristics of the EVSE.

#### <u>GENERAL</u>

Services and offerings under this Program are subject to the authority of the North Carolina Utilities Commission.

Effective for services rendered on and after May 19, 2022 NCUC Docket No. E-2, Sub 1197

Application Exhibit A NCUC Docket No. E-2, Sub 1300 Page 194 of 235

# Oct 06 2022

# Attachment A Make Ready Credits (Based on Rates Effective May 19, 2022)

		Existing Premise - Maximum Credit	Premise with Line Extension Plan - Maximum Credit	
Non-Residential Segment *	Charger Type	Nameplate kW Range	3 Years	1 Year Extra
Public L2 Charger	L2	6.0 to 9.6	\$930	\$310
Workplace L2 Charger	L2	6.0 to 9.6	\$700	\$233
Fleet Level L2 Charger	L2	6.0 to 19	\$855	\$285
Public DCFC	DCFC	50	\$2,686	\$895
School Bus - DCFC	DCFC	50	\$15,009	\$5,003
Transit Bus - DCFC	DCFC	50	\$27,705	\$9,235

Multi-Family Dwelling Segment *	Charger Type	Nameplate kW Range	5 Years	2 Years Extra
Multi-Family L2				
Charger	L2	6.0 to 9.6	\$1,550	\$620
Multi-Family DCFC	DCFC	50	\$4,476	\$1,790

<b>Residential Segment</b>	Charger Type	Nameplate kW Range	5 Years	1 Year Extra
Residential Segment	L2	6.0 to 9.6	\$1,117	\$223

\* > 50 kW DCFC or total number of chargers exceeding 50 kW of demand will be calculated per job

# OUTDOOR LIGHTING SERVICE REGULATIONS

# 1. <u>SERVICE AGREEMENT</u>

In order to assure certainty and uniformity of conditions, Company will only supply outdoor lighting service under its uniform Service Agreement, consisting of (1) the Application for Lighting Service, (2) the applicable Schedule, and (3) the Outdoor Lighting Service Regulations.

# 2. <u>DEFINITIONS</u>

- (a) Dusk is a period before nightfall and in the illumination of lamps it will be considered as being approximately 30 minutes after sunset.
- (b) Dawn is a period after daybreak and in the illumination of lamps it will be considered as being approximately 30 minutes before sunrise.
- (c) A special outdoor lighting pole or post is any standard Company-owned pole or post installed as a part of its overhead lighting system and on which no other Company overhead distribution facilities are installed or a pole or post installed as a part of its underground lighting system. If another utility or company has overhead conductors or equipment installed on a Company-owned pole or post used by Company only for lighting, such pole or post will be classified as a special lighting pole; however, if Company installs its overhead lighting equipment on a pole or post owned by another utility, such pole or post will not be classified as a special lighting pole or post.
- (d) A system lighting pole is a system distribution pole on which Company has attached both lighting and overhead distribution facilities or a pole installed in conjunction with the lighting system to which only overhead distribution facilities are attached.
- (e) A system lighting metal pole is a metal pole, available only under Street Lighting Service Schedule SLS, on which Company has attached both street lighting and overhead distribution facilities or a metal pole installed in conjunction with the street lighting system to which only overhead distribution facilities are attached.

# 3. <u>SERVICE EXTENSIONS</u>

The installation of lighting fixtures or poles shall be in a location that is readily accessible by a Company truck to support installation and maintenance of Company facilities.

# 4. <u>EXTENSIONS AND ADDITIONS</u>

Company will extend its lighting system to supply additional lighting units at Customer's request and install the additional lighting units insofar as practical, in accordance with good engineering practice, at the locations Customer designates. If any overhead lighting unit is more than 500 feet from the next adjacent lighting unit or Company has to extend its secondary overhead distribution system more than 500 feet, the Customer will make a nonrefundable contribution to Company equal to the estimated installed cost of the new circuit in excess of 500 feet.

# 5. <u>CHANGE IN FIXTURE STYLE, LIGHT SOURCE OR LAMP LUMEN RATING</u>

At Customer's request, Company will, at no cost to Customer, change the fixture, pole or post style or color at the same location provided the facilities to be replaced have been in service for 20 years or longer and the contract term for the new facilities is extended. The appropriate term shall be as described in the Contract Period paragraph stated in the applicable Outdoor Lighting Service Oct 06 2022

Schedule. If the facilities to be changed to a different style or color have been in service less than 20 years, Customer shall pay a charge of \$50 if only the fixture is changed or \$500 if the facilities to be changed includes the pole or post. If the request requires a change in the overall lighting design and layout and the fixture or pole are not installed in the same location, in addition to the fixture and pole change charge for an underground installation, Customer shall pay the estimated installed cost of the new underground circuit in excess of 250 feet plus any abnormal construction costs.

# 6. <u>EXTRA FACILITIES</u>

In addition to the MONTHLY RATE stated in the applicable schedule, Customer shall pay a monthly facilities charge when facilities are requested that exceed facilities normally supplied by Company to render lighting service. Customer shall pay a Monthly Facilities Charge of 1.0 percent of the estimated installed cost of the Special Facilities. Special Facilities that are considered to be above normal include, but are not limited to, the following:

- (a) Upon Company review and approval, multiple lighting fixtures may be installed per pole. Special facilities shall be considered as the estimated installed cost of the facilities necessary to serve the multiple fixture installation in excess of that normally required to provide standard outdoor lighting service.
- (b) Special facilities shall include any distribution transformer and/or primary conductor extension.
- (c) For a work request installing an underground circuit, special facilities shall include any conductor length in excess of an average of 250 feet per span. Customer may elect to make a nonrefundable contribution of the estimated installed cost of an underground circuit deemed to be special facilities without being required to pay a monthly facilities charge.
- (d) Special facilities shall include special nonstandard poles and posts not listed in the MONTHLY RATE provision of the applicable schedule.
- (e) For nonstandard fixtures not included in the MONTHLY RATE provision of the applicable schedule, the monthly charge will be the charge in accordance with the MONTHLY RATE and the Special Facilities shall be the difference between the estimated installed cost of the nonstandard fixture and the estimated installed cost of the equivalent standard fixture.
- (f) The cost of a bracket or mast arm in excess of the standard facilities for a given fixture type shall be considered as Special Facilities.

# 7. <u>NONREFUNDABLE CONTRIBUTIONS</u>

- (a) In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than Company's normal materials and methods, Customer will contribute the additional cost except when the Service Extension Provision as stated below is applicable.
- (b) Customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.
- (c) Service supplied under the MONTHLY RATE in this Schedule does not include the conversion of existing overhead secondary conductors to underground. Should Customer desire such a conversion under this Schedule, Customer will contribute to Company, in addition to the applicable contributions above, the estimated net loss in salvage value of the overhead facilities being removed. The Customer will thereafter pay the applicable rate for underground service.

Oct 06 2022

# 8. <u>RELOCATION OF FACILITIES</u>

If the Company's lighting facilities are installed within its rights-of-way or easements, upon Customer's request Company will relocate such facilities to a new location within the same general area provided Customer will pay to Company any applicable charge as set forth in the Termination of a Service Agreement paragraph shown below. A new Contract Term shall not be required. If the relocation request involves both lighting and other distribution facilities, the cost of the relocation of all facilities shall be determined pursuant to the Line Extension Plan.

# 9. <u>RIGHTS-OF-WAY</u>

Customer shall furnish, without cost to Company, satisfactory rights-of-way or franchise for Company to install its lighting circuits and necessary equipment. Customer will be responsible for trimming trees and other vegetation that obstruct the light output from the fixture(s) or maintenance access to the facilities.

# 10. <u>CONTINUITY OF SERVICE</u>

Company will exercise due diligence and reasonable care and foresight to maintain continuity of service as provided in the Service Agreement, but shall not be considered to be in default in respect of any obligation under the Service Agreement if prevented from fulfilling such obligation by reason of uncontrollable forces or by reason of outages of facilities for repair, replacement or inspection, provided due diligence was used to limit such outages, and provided such outages, except in emergencies, were conducted upon a reasonable prearranged schedule; the term "uncontrollable forces" shall be deemed for the purposes of this Agreement to mean earthquake, storm, lightning, flood, backwater caused by flood, fire, epidemic, accident, failure of facilities, war, riot, civil disturbance, strike, labor disturbance, restraint by an order of court or public authority, or other causes beyond the control of Company, which by exercise of due diligence and foresight Company could not reasonably have been expected to avoid. When Company is rendered unable to fulfill any obligation by reason of uncontrollable forces Company will exercise due diligence to remove such disability with reasonable dispatch.

# 11. <u>BURNED OUT OR BROKEN LAMPS</u>

Company will use reasonable diligence to see that all lamps are burning each night but does not guarantee the lamps against burn outs and breakage. Customer will be responsible for notifying Company of any and all lamps which are not burning according to schedule and Company shall have until dusk of two business days following notice to replace the lamps. If Customer has given Company written notice and Company fails to so replace the lamps designated in the notice within such two days, then, upon request by Customer, there shall be a pro rata reduction of the "Monthly Rate" charge per fixture.

When a pro rata reduction of the "Monthly Rate" charges is to be made, the lamp or lamps will be considered as burning until the day on which Company was first notified in writing by Customer and the amount of the "Monthly Rate" charges to be billed will be determined by multiplying the "Monthly Rate" charges by the ratio of the number of days in the month which the lamp actually burned to thirty days.

# 12. DAMAGE TO COMPANY FACILITIES

Customer shall protect Company's wiring, apparatus, lighting fixtures, and poles covered by the Service Agreement from damage or harm. In the event of any loss or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Customer, his employees or agents, or vandalism, the cost incurred by Company to repair such facilities shall be paid by Customer.

# 13. <u>CONFLICTS</u>

In case of conflict between any provision of a lighting schedule and these Outdoor Lighting Service Regulations, the provisions of the applicable lighting schedule shall prevail.

# 14. <u>NONSTANDARD FACILITIES</u>

At the request of the Customer the Company may consent to install lighting facilities, using Company approved equipment, which has not been established as a system standard subject to Customer paying to Company a Monthly Facilities Charge as determined under Company's filed Service Regulations.

The Company may, at its own discretion and without additional cost to Customer, install facilities on an experimental basis without adopting such facilities as standards.

# 15. <u>TERMINATION OF A SERVICE AGREEMENT</u>

If Customer desires to terminate all or a portion of the facilities installed pursuant to the Service Agreement, Company will agree to such termination if Company is satisfied that Customer no longer has need for lighting service. If such termination request occurs before the expiration of the initial contract term, Company will agree to such termination and remove its facilities provided Customer pays an amount of money equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial Contract Period.

# 16. <u>AMENDMENT OF A SERVICE AGREEMENT</u>

If and when mutually agreed upon, a lighting unit or pole may be added or removed from the lighting system or the size of the lamp may be changed. Any change made under this paragraph shall be evidenced by a written memorandum.

If Company extends its general distribution system so as to use special lighting poles for distribution poles or removes its distribution facilities from a pole used for lighting purposes, Company shall so notify Customer of the poles affected and appropriate adjustments will be made in the rendering of monthly bills.

# 17. <u>SALES TAX</u>

Any applicable North Carolina Sales Tax shall be added to the charges contained in the Schedules and Outdoor Lighting Service Regulations.

Superseding Street Lighting Service Regulations dated August 1, 2015 Current Revision Date: June 1, 2021 NCUC Docket No. E-2, Sub 1219

Application Exhibit A NCUC Docket No. E-2, Sub 1300 Page 199 of 235 A-2

Duke Energy Progress, LLC (North Carolina)

#### SERVICE REGULATIONS

#### 1. <u>SERVICE AGREEMENT</u>

- (a) <u>Description</u>: The Service Agreement (hereinafter sometimes termed "Agreement") shall consist of (1) Company's form of Application for Supply of Electricity, when signed by Customer and accepted by Company, (2) the applicable Schedule and Riders and (3) these Service Regulations, and all changes, revisions, alterations therein, or substitutions therefor lawfully made; provided that when the requested supply of electricity (1) is for residential uses or (2) is for other uses when the Customer's contract demand (a) is initially not more than 1,000 kW or (b) does not require an increase in Company's facilities when the demand increases above 1,000 kW, and (3) when no extra charges for installation or other special contractual provisions are involved, the Customer's applicable Schedule, Riders and these Service Regulations shall be effective in the same manner as if Company's form of Application for Supply of Electricity had been signed by Customer and accepted by Company. Such a verbal Service Agreement shall be conclusively presumed, when there is no written application by a Customer accepted in writing by Company, if electricity supplied by Company is used by Customer or is used on Customer's premises.
- (b) <u>Application of Service Regulations and Schedules</u>: All Service Agreements in effect at the time of the approval hereof or that may be entered into in the future, are made expressly subject to these Service Regulations, and subject to all applicable Schedules and Riders, and any changes therein, substitutions therefor, or additions thereto lawfully made.
- (c) <u>Selection of Optional Schedules</u>: Where two or more rate schedules and/or riders are available, Company will attempt to assist Customer to a reasonable extent in determining which rate schedule and/or rider to select. It is the Customer's right and responsibility to select the available rate and/or rider. The Company will not assume responsibility for this choice since the control of the electrical usage is under Customer's ultimate control.
- (d) <u>Conflicts</u>: In case of conflict between any provision of a Schedule or Rider and of these Service Regulations, the provision of the Schedule or the Rider shall prevail.
- (e) <u>Transfer of Agreement</u>: A Service Agreement between Company and Customer may be transferred and assigned by Customer to any person, firm, or corporation purchasing or leasing and intending to continue the operation of the plant or business which is being served under such Agreement, subject to the written approval of Company. Company will grant such approval upon being reasonably satisfied that the assignee will fulfill the terms of the Agreement and if, at Company's option, a satisfactory guarantee for the payment of bills is furnished by assignee.
- (f) Suspension of Billing Under Agreement at Customer's Request: If Customer is temporarily unable to take the electricity contracted for due to physical destruction of or damage to his premises, Company will, upon written request of Customer, and for a period reasonably required to replace or repair such premises, suspend billing under the Agreement effective with the beginning of the next ensuing billing period. However, if Customer desires to use electricity in a lesser amount than the minimum provided in the Agreement it will be supplied and billed under Company's Schedule and Riders applicable to his use. The Service Charge and any temporary service charges for electric service to temporary facilities will not be applied when Company's construction costs of such construction do not exceed a reasonable amount or to reestablish permanent electric service. A residential or small nonresidential customer, following the physical destruction of his premises from a natural disaster, may also suspend or terminate area lighting service within the initial contract period without incurring early termination charges.

If Customer will be using less than one-half of Contract Demand during a period of suspended operations for at least three consecutive months but no longer than twelve consecutive months, and upon written request by Customer, the Billing Demand shall be the maximum kW registered during the current billing month under the Schedules and Riders effective for the reduced usage. When Customer's load regularly falls below one-half of his Contract Demand, such operations shall not be considered as suspended operations.

(g) Special Billing Provisions During Initial 12 Months of Service:

During the initial twelve months of new service and/or amended service that includes an increase to Contract Demand, Customer's monthly bills will be rendered under the most advantageous available Schedule and Rider, except that once a bill is rendered under the Schedule and Rider(s) specified in the Service Agreement, service will thereafter be provided only under that Schedule and Rider. The Contract Demand will be excluded from the determination of the Billing Demand, any minimum monthly charge, and/or Availability provisions of the Schedule during this initial period.

- (h) <u>Termination of Agreement at Customer's Request</u>: If Customer desires to terminate the Agreement, Company will agree to such termination if Company is satisfied that Customer no longer has use for electricity at the premises and all bills for electricity previously rendered have been paid, and provided that Customer pays to Company, for standard facilities, a termination charge equal to (1) for Customers served from Company's distribution system the loss in salvage of the facilities used to serve Customer less the greater of (a) 20 percent of the loss in salvage for each full year that such facilities shall have been in service or (b) 20 percent of each full year's revenue that such facilities shall have been in service; (2) for Customers served from Company's transmission system, the loss in salvage of the facilities used to serve Customer less the greater of (a) 10 percent of the loss in salvage for each full year that such facilities shall have been in service or (b) 10 percent of each full year's revenue that such facilities shall have been in service. Company may waive the foregoing provision if Company has secured or expects to secure from a new occupant or operator of the premises an Agreement satisfactory to Company for the supply of electricity for a term not less than the unexpired portion of Customer's Agreement.
- (i) <u>Company's Right to Terminate or Suspend Agreement</u> Company, in addition to all other legal remedies, may either terminate the Agreement or suspend delivery of electricity to Customer for (a) any default or breach of Agreement by Customer, (b) fraudulent or unauthorized use of electricity or use in such manner as to circumvent Company's meter, (c) failure to pay bills when due and payable or failure to restore deposit within the specified period or, (d) in case of a condition on Customer's side of the point of delivery actually known by Company to be, or which Company reasonably anticipates may be, dangerous to life or property. No such termination or suspension, however, will be made by Company without written notice, as required by the state regulatory authority, delivered to Customer personally or by mail, stating in what particular the Agreement has been violated, except that no notice need be given in instances set forth in (b) and (d) above.

Failure of Company to terminate the Agreement or to suspend the delivery of electricity at any time after the occurrence of grounds therefor or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect Company's right later to resort to any one or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

Any suspension of the delivery of electricity by Company or termination of the Agreement upon any authorized grounds shall in no wise operate to relieve Customer of his liability to pay for electricity supplied, nor shall it relieve Customer (1) of his liability for the payment of minimum monthly charges during the period of suspension, nor (2) of his liability for damages, if the Agreement has been terminated, in the amount of (a) the minimum monthly charges which would have been payable during the unexpired term of the Agreement, plus (b) the termination charges provided for in paragraph 1(g) above. Whenever the supply of electricity is suspended for any authorized reason, Company will make a charge of \$12.94 for the restoration of service made during the normal business

# 2. <u>CONDITIONS OF SERVICE</u>

- (a) Company is not obligated to supply electricity to Customer unless and until: (1) Company's form of Application for Supply of Electricity is executed by Customer and accepted by Company; (2) in cases where it is necessary to cross private property to deliver electricity to Customer, Customer conveys or causes to be conveyed to Company, without cost to Company, a right-of-way easement, satisfactory to Company, across such private property for the construction, maintenance, and operation of Company's lines and facilities, necessary to the delivery of electricity by Company to Customer, provided, however, in the absence of a formal conveyance, Company, nevertheless, shall be vested with an easement over Customer's premises authorizing it to do all things necessary to the construction, maintenance, and operation of its lines and facilities for such purpose; (3) any inspection certificates or permits that may be required by law in the local area are furnished to Company.
- (b) If Company installs a substation or other facilities for service to Customer, any available capacity of such facilities not needed to supply Customer may be used by Company to supply others.
- (c) Company may refuse to furnish electric service to any Applicant, or Customer, who at the time is indebted to Company for electric service previously supplied to such Applicant or Customer or business, in any area served by Company, except that an applicant for residential service shall not be denied service for failure to pay such bills for classes of nonresidential service.
- (d) If electricity is supplied by lines which cross the lands of the United States of America, a state, or any agency or subdivision of the United States of America or of a state, Company shall have the right, upon 30 days written notice, to discontinue the supply of electricity to any Customer or Customers receiving electricity from such lines, if and when (1) Company is required by governmental authority to incur expense in the relocation or the reconstruction underground of any portion of said lines, unless Company is reimbursed for such expense by Customer or Customers served therefrom, or (2) the right of Company to maintain and operate said lines shall be terminated, revoked, or denied by governmental authority for any reason.

# 3. <u>SERVICE CHARGE</u>

When Company first supplies electricity under any applicable metered Schedule, Customer shall pay Company a service charge of \$9.14, except a Landlord Agreement Customer shall pay a service charge of \$2.00, which shall be in addition to all other charges under the Service Agreement. This service charge shall become a part of the first bill rendered thereafter to Customer for electricity supplied at such premises unless it is paid in advance of the rendition of such bill.

# 4. <u>RETURNED CHECK CHARGE</u>

In conformity with an Order of the North Carolina Utilities Commission, Company will make a charge of \$5.00 for checks tendered on a Customer's account and returned for insufficient funds. Such charge shall apply regardless of when the check is tendered.

# 5. <u>DEPOSITS</u>

The collection of Customer deposits shall be as provided in Chapter 12 of the Rules and Regulations of the North Carolina Utilities Commission establishing uniform rules for all public utilities for the collection of Customer deposits.

# 6. <u>USE OF ELECTRICITY</u>

Electricity shall be supplied directly to Customer by Company and shall be used by Customer only for the purposes specified in, and in accordance with, the Agreement. Electricity supplied by Company shall be for Customer's use only and may not be sold directly on a metered or unmetered basis by Customer to lessees, tenants or others, except as provided for in G.S. 62-110(h) and Chapter 22 of the Commission's Rules regarding resale of electricity by landlords to residential tenants, or as may be exempt from regulation under G.S. 62-3(23)(d) and (h). Under no circumstances may Customer or other person or concern install or maintain any meter for the purposes of metering electricity with the object of rendering a bill therefor unless authorized by G.S. 62-3(23)(d) and (h).

A Customer who desires electricity for more than one classification of use on the same premises shall execute a separate Agreement for each separate classification, Customer's wiring being so arranged that electricity for each separate classification can be metered separately. When Customer conducts a business in his residence, for which business electricity is used, Company will supply all electricity through one meter under the Schedule applicable to the classification for his business use, unless Customer's wiring is so arranged that his residential use and his business use can be separately metered, in which event the appropriate Schedule will be applied to each such use.

In the event Customer utilizes a form of load control, such controls shall not cause a demand to be placed on Company's facilities which, in Company's opinion, unreasonably exceeds the integrated metered demand. Company reserves the right to determine the maximum 15-minute demand on a rolling time interval rather than the time interval of the metering facility in order to reflect the effect of any such controlled demand. The rolling time interval may or may not coincide with a time interval, if any, being supplied to Customer.

Customer shall not without the written assent of Company connect his installation to lines which cross over or under any public or semi-public space in order to supply electricity purchased through one meter to his adjacent properties. Such written assent may be given only in instances where such adjacent properties are operated as one integral unit under the same name and proprietorship and for carrying on parts of the same business, and where a separate type of business is not involved.

# 7. <u>CONTRACT DEMAND</u>

- (a) The Contract Demand shall be the kW of demand specified in the Service Agreement. In cases where any change is required in Company's facilities due to the actual demand exceeding the Contract Demand or due to Customer requesting an increase in available capacity, Company may require Customer to execute a new Agreement or amend an existing Agreement, thereby establishing a new Contract Demand. If Company is unable to supply such actual or requested increase, then upon written request, Customer will not exceed the existing Contract Demand or such amount in excess thereof as Company determines it is able to provide.
- (b) If Customer desires to reduce the effective Contract Demand at any time prior to the time the Billing Demand of the applicable Schedule first equals or exceeds the Contract Demand, Company may agree to reduce the Contract Demand to the number of kilowatts specified in writing by Customer provided Customer pays to Company a sum of money equal to the estimated cost (after deducting the then value of usable materials and facilities and the salvage value of nonusable materials and facilities) of installing and removing the existing facilities in place for serving Customer, plus any money spent by Company which would not have been spent if Customer had originally requested the reduced Contract Demand less 10% (20% if Customer is served from Company's distribution system) for each full year such facilities shall have been in service. The agreed upon reduction shall be effective with the beginning of the next ensuing billing period.

The Company reserves the right to reduce its facilities to the capacity adequate to serve the Customer's maximum 15-minute demand of the preceding 12 billing months and to amend the Service Agreement to such maximum demand. If Customer desires that Company not change its facilities, Company may agree to do so provided Customer executes a Service Agreement for the amount such facilities were installed to serve.

(c) If Customer increases his load without adequate notice to Company, and without receiving Company's consent, and such unauthorized increase causes loss of or damage to Company's facilities, the cost of making good such loss or repairing such damage shall be paid by Customer.

# 8. LOW POWER FACTOR ADJUSTMENT

Customer shall at all times maintain a power factor at the point of delivery as nearly 100% as practicable; however, if Customer's power factor is found to be less than 85%, Company will increase the monthly bill by a sum equal to \$0.32 multiplied by the difference between the maximum reactive kilovolt - amperes (kVAr) registered or computed by a demand meter suitable for measuring the demands used during any 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

# 9. METERING AND <u>BILLING</u>

- (a) Meters will be read and bills rendered monthly. Meter readings may be obtained manually on the customer's premises, or remotely using radio frequency or other automated meter reading technology. Billing statements will show the readings of the meter at the beginning and end of the billing period; except, however, when interval load data is used to determine the bill under certain rate schedules or riders, only the billing units may be shown.
- (b) Bills rendered for periods of less than 26 or more than 34 days and all initial and final bills rendered on a Customer's account will be prorated on the basis of a normal 30-day billing period; however, if an initial and final bill occur within the same billing month, no such proration will be made.
- (c) If Company is unable to read Customer's meter for any reason, his use may be estimated by Company on the basis of his use during the next preceding billing period for which readings were obtained, unless some unusual condition is known to exist. A bill rendered on the basis of such estimate shall be as valid as if made from actual meter readings.
- (d) The term "Month" or "Monthly" as used in Company's Schedules and Riders refers to the interval transpiring between the previous meter reading date and the current reading date.

# 10. METER TESTING AND METER STOPPAGE OR ERROR

- (a) Upon reasonable notice, when requested in writing by Customer, Company shall test the accuracy of the meter serving Customer. Such testing will be performed free of charge, except when Customer has requested, within the previous twelve months, that the same meter be tested, in which case Customer shall pay Company \$45.00 for testing a non-demand meter, other than a time-of-use meter, and \$57.00 for testing a demand or time-of-use meter. This charge shall be refunded or credited to Customer (as a part of the settlement in the case of a disputed account) if the meter is found, when tested, to register more than 2% fast; otherwise the charge shall be retained by Company.
- (b) In the event a meter fails to register accurately within the allowable limits established by the state regulatory body having jurisdiction, Company will adjust the measured usage for the period of time the meter was shown to be in error, and shall, as provided in Rule R8-44 of the Rules and Regulations of the North Carolina Utilities Commission, refund or credit to Customer or Customer shall pay to Company the difference between the amount billed and the estimated amount which would have been billed had the meter not exceeded the allowable limits. No part of any minimum service charge shall be refunded.

# 11. POINT OF DELIVERY

The point of delivery is the point where Company's service conductors are, or are to be, connected to Customer's conductors. Customer shall do all things necessary to bring his service conductors to such point of delivery for connection to the Company's service conductors, and he shall maintain his said conductors in good order at all times. Unless otherwise stipulated in the Agreement, the point of delivery shall be located as follows:

- (a) In cases of a connection of Company's overhead service conductors to Customer's overhead service conductors, such point of delivery shall be on the outside of the wall of Customer's building where Company's service conductors may be conveniently extended and anchored.
- (b) In cases of connection of Company's overhead service conductors to Customer's underground service conductors, such point of delivery shall be at a place on Company's nearest pole approximately one foot below the Company's conductors from which Customer is to be supplied.
- (c) In cases of connection of Company's underground service conductors to Customer's service conductors, such point of delivery shall be at a place on the outside wall of Customer's building to which Company's conductors may be conveniently extended and terminated.
- (d) In cases where a ground type substation is installed by Company to supply electricity to Customer, the point of delivery shall be at a place designated by Company.
- (e) In cases where a service entrance panel box was installed by Company on the exterior of the outside wall of Customer's dwelling for the purpose of supplying electricity under Company's All Electric Residential Service Schedule, the point of delivery shall be the point where Customer's conductors are connected to Company's conductors in such panel box.
- (f) In cases where electric wiring was installed by Company in residences or apartment buildings with service entrances of 400 amperes or larger, by connection from Company's overhead service conductors, for the purpose of supplying electricity under Company's All Electric Residential Service Schedule, the point of delivery shall be the point where Company's conductors are connected to the main switch owned by Customer, or the point where Customer's conductors are connected to the meter trough provided for multiple dwelling units if there is not a main switch for all dwelling units.

Where special circumstances render it impracticable for the point of delivery to be located as above stated, then it shall be at a place selected or approved by Company and when so done the Customer shall bring his service conductors to and maintain them at such place.

# 12. <u>INSTALLATIONS</u>

(a) <u>By Company</u>: Company shall install, own, operate, and maintain all lines and equipment located on its side of the point of delivery. It shall also furnish and install the necessary meter, and meter transformers where necessary, for measuring the electricity used, though such meter will usually be located on Customer's side of the point of delivery.

When Customer requests Company to supply electricity to a single premises in a special manner requiring facilities over and above those normally provided by Company, such extra facilities will be provided, if Company finds it practicable, under the following conditions:

- (1) The facilities will be a kind and type normally used by or acceptable to Company and will be installed at a place and in a manner satisfactory to Company.
- (2) Customer will pay to Company a Monthly Facilities Charge of 1.0 percent of the estimated installed cost and rearrangement cost of all facilities required, including metering, in addition to those Company would have provided, but not less than \$25 per month.

- (3) If Company increases its investment, other than replacement of existing equipment with equipment of equal capacity and kind, in facilities necessary to supply Customer's special electric requirements (including conversion of the primary voltage to a higher voltage), the monthly charge for providing the extra facilities will be adjusted at that time. The Customer may terminate the extra facilities in accordance with the applicable termination provisions or continue the extra facilities under the changed conditions.
- (4) In lieu of the Monthly Facilities Charge of 1.0 percent, Customer may elect to make a contribution for the extra facilities as determined in 12(a)(2) and (3) above. After such payment the Monthly Facilities Charge for the extra facilities will be 0.3 percent of said payment.
- (5) When customer desires more than one point of delivery to a single premises at one or more voltages with a meter installation, acceptable to Company, to obtain the total kilowatt hours and simultaneous kilowatts of demand, Company will furnish such service under the applicable terms and conditions of this Section 12.

Only those points of delivery located external to Customer's plant structure may be included in a totalized metering system arrangement. In case of a primary meter installation, the installed cost of metering equipment will not be included as extra facilities nor will the metering equipment be compensated for line or transformation losses.

- (6) Company shall not be required to make such installation of facilities in addition to those normally provided until Customer has signed such agreements, including provisions for termination, as may be required by Company.
- (7) The cost basis for Extra Facilities provided before March 16, 2018, shall continue to apply until a change in Customer's requirements necessitates a recalculation of the facilities that Company normally would have provided for standard electric service.
- (b) By Customer: Customer shall install, own, operate and maintain all lines, service conductors, meter bases, and equipment, exclusive of Company's meter and meter transformers on Customer's side of the point of delivery and Customer will be the owner and have exclusive control thereof as well as of all electricity after it passes the point of delivery. Customer shall so arrange his wiring that all electricity for one type of use can be supplied at one point of delivery and measured by a single meter. Except under special circumstances, Company's meter will be located on Customer's side of the point of delivery, and when it is to be so located Customer must make suitable provisions in his wiring for the convenient installation of the type of meter Company will use, and at a place suitable to Company. Customer's service entrance conductors shall not be installed within hollow walls unless the conductors are in conduit. Service entrance conductors not installed in conduit must be readily visible on the source side of Company's meter. Where a socket-type meter is to be used, Customer will provide, install at a place suitable to Company, own, and maintain a meter base or meter/switch enclosure to accommodate Company's meter under the following conditions: (1) the meter base or meter/switch enclosure shall be in accordance with Company specifications and bear the seal of approval of UL or other recognized authority in the industry, (2) Customer agrees to allow Company to install, maintain, and exercise exclusive control over all Company-owned facilities located inside Customer-owned meter base or meter/switch enclosure, including termination of Company-owned conductors to the line side terminals of Customer's meter base or meter/switch enclosure, (3) Customer agrees to allow Company to open and inspect the meter base or meter/switch enclosure at any time, and (4) Customer shall notify Company and obtain permission before altering or performing maintenance inside the meter base or metering section of the meter/switch enclosure. Socket-type meter bases furnished by Company prior to January 1, 1991 will continue to be owned by Company until replacement of meter base is necessary, at which time Customer will provide, install at a place suitable to Company, own, and maintain a replacement meter base under the above conditions.

Customer shall not utilize any equipment, appliance, or device which tends to affect adversely Company's supply of service to, or the use of service by, Customer or others. Customer shall not install gaseous discharge lighting with a power factor of less than 90 percent lagging. When polyphase service is supplied by Company, Customer shall control his use so that his load will be maintained in reasonable electrical balance between the phases at the point of delivery. Customer shall install and maintain devices adequate to protect his equipment against irregularities on Company's system, including devices to protect against single phasing.

- (c) <u>Access To Premises</u>: The duly authorized agents of Company shall have the right of ingress and egress to the premises of Customer at all reasonable hours over the same general route as Customer utilizes for the purpose of reading meters, inspecting Company's wiring and apparatus, changing, exchanging, or repairing its property on the premises of Customer and to remove such property at the time of or at any time after suspension of service or termination of Agreement.
- (d) <u>Protection</u>: Customer shall protect Company's wiring and apparatus on Customer's premises and shall permit no one but Company's agents to handle same. In the event of any loss or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Customer, his employees or agents, the cost of making good such loss or repairing such damage shall be paid by Customer. In cases where Company's service facilities on Customer's premises require abnormal maintenance due to Customer's operation, Customer shall reimburse Company for such abnormal maintenance.

# 13. CONTINUANCE OF SERVICE AND LIABILITY THEREFOR

Company does not guarantee continuous service but shall use reasonable diligence at all times to provide an uninterrupted supply of electricity and having used reasonable diligence shall not be liable to Customer for damage, for failure in, or for interruptions or suspensions of, the same.

Company reserves the right to suspend service without liability on its part at such times and for such periods and in such manner as it may deem advisable (a) for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities and (b) in cases where, in its opinion, the continuance of service to Customer's premises would endanger persons or property.

In the event of an adverse condition or disturbance on the system of Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, Company may, without incurring liability, interrupt service to customers or areas and take such other action as appears reasonably necessary.

Customer assumes responsibility for and shall indemnify, defend, and save the Company harmless against all liability, claims, judgments, losses, costs, and expenses for injury, loss, or damage to persons or property including personal injury or property damage to Customer and his employees on account of defective construction, wiring, or equipment, or improper or careless use of electricity, on Customer's side of the point of delivery.

# 14. GOVERNMENT RESTRICTIONS

The delivery date, quantity, and type of electricity to be supplied by Company are subject to changes, restrictions, curtailments, or complete suspensions by Company as may be deemed by it to be necessary or advisable (a) on account of any lawful order or regulation of any municipal, State, or Federal government or agency thereof, or order of any court of competent jurisdiction, or (b) on account of any emergency or shortage due to war or catastrophe, or during the duration thereof, all without liability on the part of the Company therefor.

# 15. COSTS INCURRED IN PREPARING TO SERVE CUSTOMER

If a prospective customer advises Company that he intends to contract for electric service with Company, and Company incurs costs in preparing to furnish service to him, and thereafter he fails to enter into a written Service Agreement with Company within a reasonable time after the date when he advises Company that he expects to begin receiving service, then such prospective customer shall be liable to Company for all costs reasonably incurred by Company in preparing to serve him, subject to review by the Utilities Commission.

# 16. SALES TAX

Any applicable North Carolina Sales Tax shall be added to the charges contained in the Schedules, Riders, and these Service Regulations.

# 17. GENERAL

- (a) Whenever the term "service" or "electric service" is used in these Service Regulations or other portions of the Agreement, it shall be construed to refer to the electricity supplied to Customer.
- (b) The term "Company's service conductors" means Company's wires extending from the point of connection with Company's supply line to the point of delivery.
- (c) The term "Customer's service conductors" shall mean Customer's wires extending from the point of delivery to the switch box or other point where the branch circuits connect for the purpose of distributing the electricity taken from Company to his various places of use.
- (d) The term "service connection" means the connection of Company's service conductors to Customer's service conductors.

Superseding North Carolina Service Regulations dated February 2, 2022 Revised March 4, 2022 NCUC Docket No. E-2, Sub 1271

# LINE EXTENSION PLAN E-68

# I. <u>AVAILABILITY</u>

This line extension plan is applicable to distribution line extensions to all retail service.

# II. <u>DEFINITIONS</u>

# A. <u>ABNORMAL INSTALLATIONS</u>

Abnormal Installations include the following:

# 1. <u>Abnormal Construction</u>

Abnormal construction costs are incurred when physical obstacles or adverse conditions preclude the use of Company's standard construction methods, or excessive labor is necessary to install the Company's facilities to serve the Customer. Abnormal Construction includes (but is not limited to) the following conditions: the composition of the land where underground facilities are to be installed is such that Company's standard construction equipment cannot be used to complete the installation, or excessive labor is required to complete the installation; special equipment and materials are needed for stream crossing structures or concrete structures; explosives or other rock breaking measures are required; abrupt changes in final grade levels exceed a slope ratio of one when measured within three feet of the trench; or, cost is incurred to obtain special permits or in order to comply with requirements, if any, of the municipalities, counties, State and Federal highway or environmental agencies or departments regarding the replacement of pavement, ditching, compaction, backfilling, permitting or other related conditions. Also, when it is necessary to install underground facilities under existing streets, sidewalks, patios, or other paved areas, the Customer shall contribute the additional costs to install the Company's facilities had these physical obstructions not been present.

# 2. Abnormal Design

Abnormal design costs are incurred when the Customer requests facilities or construction methods that exceed the Company's standard engineering design practices and/or the standard design for normal service for a specific Customer.

Where abnormal installation costs are incurred by the Company, the Customer shall, in addition to any other charges contained in this Plan, pay for the excess costs incurred by the Company. Any Company facilities considered by the Company to be extra facilities in accordance with the Company's Service Regulations, Provision 12(a) <u>INSTALLATIONS</u> or its successor, shall not be treated as abnormal installation costs in this Line Extension Plan.

# B. <u>CONSTRUCTION COST</u>

The Construction Cost is the Company's estimated installed cost based upon either a detailed cost estimate or an average/standardized estimate of constructing all necessary facilities to the point(s) of delivery, including the cost of transformers, materials, labor, metering, transportation, stores, tax, engineering, and general expenses, exclusive of any abnormal installation costs as defined in II.A. above.

When applied to Temporary Service, Construction Service, and electric service to Nonpermanent Manufactured Homes, the Construction Cost shall also include the removal costs minus the salvage value of the facilities. When it is necessary to remove, relocate, or rearrange existing Company facilities, the Construction Cost shall also include the removal cost of existing Company facilities, plus the rearrangement cost of existing Company facilities, minus the salvage value of any existing Company facilities being removed.

# C. <u>CONSTRUCTION SERVICE</u>

A Construction Service Customer is a customer whose need is for use in the construction of buildings or other establishments which will receive, upon completion, permanent electric service from the Company.

# D. NONPERMANENT MANUFACTURED HOME

A manufactured home shall be considered nonpermanent if it does not meet the following requirements:

- 1. It must be attached to a permanent foundation;
- 2. It must be connected to permanent water and sewer facilities;
- 3. It must be labeled as a structure which can be used as a permanent dwelling; and
- 4. The owner/occupant must either own the land on which the structure is installed or must have a recorded lease of at least 5 years' duration.

# E. NORMAL POINT OF DELIVERY

The Normal Point of Delivery for overhead service to residential customers shall be on the outside wall of the end of the building nearest to the source of the Company's facilities entering the Customer's premises.

The Normal Point of Delivery for service to all other customers shall be at a location designated by the Company.

# F. <u>PERMANENT SERVICE</u>

A Permanent Service customer must have on-going year-round electric service needs. For purposes of this Plan, the following types of customers or structures shall not be considered Permanent Service customers: Temporary Service customers, Construction Service customers, Nonpermanent Manufactured Homes, and structures designed or used to provide mobility and/or nonpermanent living accommodations (including, but not limited to, boats, campers, motor homes, and recreational vehicles).

# G. <u>REAL ESTATE DEVELOPMENT</u>

A Real Estate Development is a residential subdivision, commercial park, industrial park, mobile home park, apartment complex, planned area development, or other similar type development consisting of four or more contiguous lots recorded with the appropriate County Registry where permanent electric service will be provided to four or more customers.

# H. <u>REVENUE CREDIT</u>

The Revenue Credit is equal to three years of estimated annual revenues (five years for the initial extension of distribution facilities to an individual residential dwelling unit other than a Nonpermanent Manufactured Home or any structure classified as a Temporary Service Customer). The estimated annual revenue shall be determined by the Company for the new or additional load and shall be based upon the charges set forth in the applicable rate schedule(s).

# I. STANDARD DESIGN

Standard Design means the most cost effective and reliable design using the Company's current engineering design and construction practices which will meet the electrical service requirements of the Customer. The "standard design" which is the most cost effective may be either overhead or underground.

# J. <u>TEMPORARY SERVICE</u>

A Temporary Service Customer is any residential or nonresidential customer whose electric service needs will not result in permanent electric service and the Company's facilities installed to serve the Customer shall not be needed to serve other customers in the near future. Customers requesting electric service to vehicles or structures designed or used to provide mobility and/or nonpermanent living accommodations (including, but not limited to, boats, campers, motor

III. EXTENSION OF SERVICE

# A. <u>SINGLE-PHASE SERVICE TO INDIVIDUAL CUSTOMERS</u>

1. Extensions Involving Only Secondary Service

The Company will construct, own, operate, and maintain the overhead service facilities necessary to provide service from an overhead secondary source or an underground service lateral from an underground secondary source to the Normal Point of Delivery to all customer-requested facilities except Nonpermanent Manufactured Homes (see III.A.3. below), Temporary Service Customers (see III.C. below), or Construction Service Customers (see III.D. below) at the Company's expense, except that the Customer shall pay for any abnormal installation costs as determined by the Company. A non-residential Customer shall pay the Construction Cost minus the Revenue Credit (see II.H. above) for the service in excess of five hundred (500) feet.

If the Customer requests an installation other than the standard design and/or for points of delivery other than the Normal Point of Delivery that cause the Company to incur additional costs the customer shall pay such costs.

When it is necessary to relocate the secondary service for the Customer's convenience, the Customer's payment, if any, shall be the Construction Cost minus the Revenue Credit (see II.H. above), plus any abnormal installation costs as determined by the Company.

2. Extensions Involving Primary Distribution Facilities

The Company will construct, own, operate, and maintain all primary distribution facilities necessary to extend single-phase electric service to the Normal Point of Delivery at Company's expense, except as provided below. The Company will provide the secondary service portion of such line extension, if any, in accordance with III.A.1. above.

For the primary portion of a standard design single-phase line extension to all customerrequested facilities except Nonpermanent Manufactured Homes (see III.A.3. below), Temporary Service Customers (see III.C. below), or Construction Service Customers (see III.D. below), the Customer shall pay the amount (if any) by which the Construction Cost exceeds the Revenue Credit (see II.H. above).

If the Customer requests an installation other than the standard design and/or for Points of Delivery other than the Normal Point of Delivery that cause the Company to incur additional costs, the Customer shall pay for such additional cost.

When it is necessary to relocate the primary distribution facilities serving any customerrequested facilities except Nonpermanent Manufactured Homes (see III.A.3. below) or Temporary Service Customers (see III.C. below) for the Customer's convenience, the Customer shall pay the amount by which the Construction Cost exceeds the Revenue Credit (see II.H. above).

3. <u>Service Extensions or Relocations for Nonpermanent Manufactured Homes</u>

The Company shall construct, own, operate, and maintain the single-phase 120/240 volt secondary service to the Normal Point of Delivery necessary to provide service for a Nonpermanent Manufactured Home and the Customer shall pay the total installed cost plus removal cost minus salvage value of the facilities removed plus any abnormal installation costs as determined by the Company.

# B. <u>THREE-PHASE SERVICE TO INDIVIDUAL CUSTOMERS</u>

1. Extensions Involving Only Secondary Service

The Company will construct, own, operate, and maintain all overhead and/or underground distribution facilities necessary to extend three-phase secondary electric service to the Normal Point of Delivery at the Company's expense, except that the customer shall pay for any estimated abnormal installation costs as determined by the Company. A non-residential Customer shall pay the Construction Cost minus Revenue Credit (see II.H. above) for service in excess of five hundred (500) feet.

If the Customer requests an installation other than the standard design and/or for Points of Delivery other than the Normal Point of Delivery which causes the Company to incur additional costs, the Customer shall pay for such additional cost.

#### 2. Extensions Involving Primary Distribution Facilities

The Company will construct, own, operate, and maintain all primary distribution facilities necessary to extend three-phase service to the Normal Point of Delivery at the Company's expense, except as provided below.

For a standard design three-phase primary line extension to all customer-requested facilities except Temporary Service Customers (see III.C. below) or Construction Service Customers (see III.D. below), the Customer shall pay the amount by which the Construction Cost exceeds the Revenue Credit (see II.H. above).

If the Customer requests an installation other than the standard design and/or for Points of Delivery other than the Normal Point of Delivery that cause the Company to incur additional costs, the Customer shall pay for such additional costs.

# C. <u>TEMPORARY SERVICE</u>

For overhead single-phase 120/240 volt secondary service extensions requiring a service drop only, the Customer shall pay an overhead temporary service charge plus a service footage charge of conductor. For up to five feet of underground single-phase 120/240 volt secondary service provided from existing underground facilities, the Customer shall pay an underground temporary service charge. The service charge shall recover Company's cost for extending overhead or underground facilities for a typical installation. For all other types of Temporary Service, including but not limited to installation of transformers, the Customer shall pay for the actual cost of connection and disconnection. The cost shall include the total installed cost plus removal cost less salvage value of the facilities removed.

# D. <u>CONSTRUCTION SERVICE</u>

Overhead single-phase 120/240 volt Construction Service requiring a service drop of no more than one hundred feet without the installation of any Company-owned transformers or poles, or an underground single-phase 120/240 volt Construction Service requiring a service lateral of no more than five feet from and existing 120/240 volt source shall be provided at the Company's expense. For all other types of Construction Service, the Customer shall pay the total installed plus removal costs less salvage value of the facilities removed.

In addition to any Customer payment for the initial Construction Service, the Customer shall pay for the estimated installed plus removal costs minus salvage value of the facilities installed to provide any Construction Service facilities in excess of one point of delivery per permanent building.

# E. <u>NEW REAL ESTATE DEVELOPMENTS</u>

1. <u>Residential Developments</u>

At the developer's request, the Company will construct, own, operate, and maintain overhead and/or underground distribution facilities to provide a basic distribution system, normally 120/240 volt single-phase service or as determined by the Company, within the Real Estate Development in which it is contemplated that individual lots will be sold or leased. The developer requesting the basic distribution system shall pay any amount by which the Construction Cost exceeds the estimated Revenue Credit (see II.H.

**Oct 06 2022** 

above) from the development, plus any estimated abnormal installation costs as determined by the Company.

2. Nonresidential Developments and Planned Area Developments

At the developer's request, the Company will construct, own, operate, and maintain overhead and/or underground distribution facilities to provide a basic distribution system within the Real Estate Development in which it is contemplated that individual lots will be sold or leased. The developer requesting the basic distribution system shall pay any amount by which the Construction Cost exceeds the estimated Revenue Credit (see II.H. above) from the development, plus any estimated abnormal installation costs as determined by the Company.

3. <u>Idle Facilities Deposits</u>

The Company may in its discretion limit installation of the Company's electrical facilities in a Real Estate Development to that area which in the Company's judgment is likely to be occupied within a reasonable period of time, in order to avoid excess investment in idle facilities. The developer may obtain installation in the additional area by paying a deposit equal to the total estimated installed cost of the facilities to serve the additional area. In lieu of such deposit and solely at the Company's option, an approved alternative financial instrument, such as an irrevocable standby letter of credit, may be used as security. Idle Facilities Deposits are reviewed annually and will be refunded based on the pro rata portion of the Company's idle facilities needed to serve customers during the preceding 12 months. Any deposit held by the Company for five years or more shall not be refunded.

4. <u>General</u>

In advance of any design work by the Company, the developer of a Real Estate Development shall be responsible for providing to the Company an estimate of electrical loads within the development, and a surveyor's recorded plot plan with premise addresses for each lot. In the case of a mobile home park or multi-family project, the plot plan shall indicate the location of each structure within the development. The developer recognizes and acknowledges that the Company will rely upon such information in sizing and installing the facilities necessary to serve the development.

Each individual customer within the development will be served in accordance with III.A., B., C., or D. above, and shall be subject to any applicable Customer payment obligation.

When the Company's existing facilities within a Real Estate Development must be rearranged and/or abandoned due to any actions of the original owner or developer, or any subsequent owner(s) or developer(s) within the development, the party requesting the changes shall pay: 1) the Construction Cost of relocating the facilities, plus 2) the installed cost plus removal cost less salvage value for any facilities removed or abandoned.

# F. CONVERSIONS OF OVERHEAD TO UNDERGROUND SERVICE

The conversion of existing overhead distribution facilities to underground distribution facilities is governed solely by the provisions of this section. Conversions shall be in accordance with the following:

1. <u>Residential Customers</u>

When the Customer requests the Company to replace an existing single phase overhead residential service connection or a secondary and service combination, the Customer shall pay the average/standardized construction cost for a standard installation including the following charges:

(a) The cost of converting from overhead to underground facilities.

- (b) A per foot cost per linear foot of underground conductor.
- (c) Any estimated abnormal installation costs as determined by the Company.

If the Customer's load requirements necessitate replacing the overhead secondary or the secondary and service combination, the construction cost of replacing the overhead facilities shall be credited to the Customer. The above charges will not apply and charges will be determined pursuant to Section F.2. below when (1) the Customer requests to undertake certain tasks, as permitted by Section IV.B. (2) when load additions warrant replacement of the overhead facilities and the Customer requests a detailed cost estimate or (3) the Company is required to replace an existing residential overhead connection which involves primary distribution facilities.

# 2. <u>Other Individual Customers</u>

When the Customer requests the Company to replace an existing overhead connection with underground facilities and such change is not the result of an increase in the Customer's electrical requirement that would have necessitated replacing the overhead facilities, the Customer shall pay, based on the Company's estimates:

- (a) The installed cost of the underground facilities, plus
- (b) The costs of removing and rearranging the overhead facilities, plus
- (c) Any abnormal installation costs as determined by the Company, minus
- (d) The salvage value of the overhead facilities

When the Customer's electrical requirement necessitates replacing the overhead facilities serving the Customer, the Customer payment shall be determined in accordance with paragraph III.A., B., C., or D. of this Plan.

3. <u>Replacement of General Overhead Distribution Facilities with Underground Facilities</u>

For installations not otherwise covered by other sections of this Plan or rate schedules, or which include more facilities than are covered by other sections of this Plan, the Company shall replace overhead distribution facilities with underground facilities subject to the following conditions:

- (a) The party requesting the conversion shall deposit with the Company the estimated cost of the engineering study necessary to determine the cost of converting to underground facilities. If within one year after the date of the deposit an agreement is reached for converting the distribution facilities to underground facilities, the deposit shall be credited to the contribution required by the requesting party. Should an agreement not be executed within one year, the deposit shall not be refunded or credited to the requesting party.
- (b) The area to be converted shall be the area that the Company considers physically and technically feasible, but normally will not be less than one city block or 1,000 linear feet.
- (c) The party requesting the conversion shall arrange with all customers affected thereby to receive, at locations designated by the Company, electric service of the type and voltage available from the underground system. The area being converted shall be declared an underground area and only underground service will be available within such area. Underground service to future customers within the area shall be provided in accordance with III.A., B., C., D., and E. of this Plan.
- (d) The party requesting the conversion shall pay the estimated cost of underground facilities, plus the cost of removing and rearranging the overhead facilities, less the salvage value of the overhead facilities being removed. If the Company has to rebuild its overhead facilities within the area, such as relocating its facilities due to a street widening, the payment to the Company shall be reduced by the estimated

- (e) Street lighting service and conversion to underground facilities shall be in accordance with the Company's filed street lighting schedules.
- (f) The party requesting the conversion shall provide the Company the necessary rights of way and clearing thereof, at no cost to the Company, for the installation of the Company's underground facilities. Such rights of way and clearing will include the necessary space for the Company to install any required vaults, pad mounted transformers, or other associated equipment.
- (g) The party requesting the conversion shall be responsible for placing all traffic and other control circuits underground.

# IV. GENERAL

# A. <u>RIGHTS OF WAY</u>

The Customer will furnish, without cost to the Company, necessary easements and rights of way for the supply of electric service to the Customer.

The location of the Company's transmission lines or right of way easements of the Company for existing or future transmission lines shall not be affected by this Plan or any contract executed thereunder.

The Customer shall be responsible for the initial clearing to final grade, free of stumps and other obstructions, for any right of way necessary to provide underground electric service. When it is necessary to clear the right of way on the Customer's property to provide overhead electric service, the Customer shall be responsible for the removal of all debris resulting from such clearing. In lieu thereof, the Company shall provide such service provided the Customer agrees to pay the Company for any and all estimated clearing costs and any tree debris removal and/or disposal costs.

# B. <u>PAYMENTS</u>

The Company reserves the right to collect any line extension payments under this Plan before installation of the facilities begins.

The Customer may be allowed to perform certain tasks solely on property owned by Customer in accordance to the Company's specifications to reduce the Customer payments contained herein, provided the Company determines that the Customer's work will not reduce the quality of the installation and maintenance of the facilities to be installed. Such tasks include trenching, right of way clearing for overhead facilities, rock removal, and cutting and replacing pavement and other obstructions that would impede the Company from using normal construction materials and equipment, which the Company determines would not reduce the quality of the installation and maintenance of the facilities to be installed. When the Customer elects to perform such work, the Customer shall be solely responsible for obtaining all necessary permits and for complying with all state and federal laws and regulations.

The Company will only collect payments under this Plan when the total of all contributions, minus all credits, exceeds Company's administrative cost of collecting and processing the payment.

Whenever the Revenue Credit exceeds the Construction Cost, the difference shall always be expressed as zero.

# C. <u>TYPE OF FACILITIES</u>

The Company shall have the right to install an overhead or underground distribution system at its option. However, if the Customer or developer requests, or a city ordinance or other legal restriction requires that such lines be placed underground rather than overhead, the Customer or developer shall pay for all costs associated with such service pursuant to this Plan. The Company, in reliance upon information provided by the Customer or Developer shall design the most efficient and cost-effective system to meet the Customer's needs based on the Company's current design and construction practices. The Company's cost calculations shall be based on this standard design for normal service. If the standard design for normal service includes multiple circuits installed in the same trench, the trench footage used in computing the Customer's payment shall be multiplied by the number of circuits installed in the trench.

Normally, the Company does not install overhead facilities in areas served (or contracted to be served) by an underground distribution system. However, where adverse conditions exist which would cause excessive costs to the Company if underground facilities were installed, overhead facilities may be utilized as needed to avoid such excessive costs. Should the Customer or local ordinance require the installation of underground facilities, the Customer shall pay the normal charges for underground service plus the estimated amount by which the cost of providing underground facilities under the adverse conditions exceeds the cost of providing underground facilities under normal conditions.

The Company shall provide electric service, either overhead or underground, at a single point of delivery at one of the Company's standard voltages. The type and location of these facilities shall be in accordance with sound engineering practices as determined by the Company's engineers and any information provided by the Customer.

In areas, where the Company's standard design requires that underground conductors be placed in concrete-encased duct systems, typically designated downtown underground areas, the Company will bear the expense of the concrete-encased duct system on public easements. Where the design to meet the Customer's request requires the concrete-encased duct system to be extended onto private property, the Customer will provide the appropriate concrete-encased duct system to the Company's specifications. Alternatively, the Customer may request that the Company install the concrete-encased duct system and the cost shall be paid to the Company by the Customer.

# D. <u>OBSTRUCTIONS</u>

The Customer, developer, or other party requesting the Company's distribution facilities to be installed shall remove all obstructions from the route along which the Company's underground facilities are to be installed, and provide continuing access to the Company for operation, maintenance, or replacement of these facilities. The Company shall not be responsible for any damage to any shrubs, trees, grass, or any other foliage or property caused by the Company's equipment during installation, maintenance, or replacement of the Company's facilities. The Customer shall be responsible for all such items, and for reseeding or resodding the trench cover where required. In addition, the Company shall not be responsible for the repair or replacement of underground facilities on the Customer's premises damaged during the installation of the Company's facilities, unless, prior to the Company's construction, the Customer clearly identified the location of such facilities.

The Customer, developer, or other party requesting the Company's distribution facilities to be installed shall install conduit, as specified by the Company. If conduit is required and is improperly installed by Customer and therefore results in additional cost to the Company, Customer shall reimburse Company for such costs.

#### V. TAXES

To the above charges will be added any applicable taxes for contributions in aid of construction and any applicable Sales Tax.

Supersedes Line Extension Plan E-67 Effective Date: June 1, 2021 NCUC Docket No. E-2, Sub 1219

# STANDARD SERVICE VOLTAGES AVAILABLE FROM DISTRIBUTION CLASS FACILITIES (SEE COMMENTS CONCERNING SPECIFIC VOLTAGES)

# A. Residential Service (+/- 5%)

Nominal	Volta		
Voltage	Minimum	Base	Maximum
120*	114	120	126
120/240*	114/228	120/240	126/252
240/120	228/114	240/120	252/126
208Y/120	198Y/114	208Y/120	218Y/126

# B. Specifically for Lighting Purposes (+/- 5%)

Nominal	Voltage Range	)	
Voltage	Minimum	Base	<u>Maximum</u>
120*	114	120	126
120/240*	114/228	120/240	126/252
240/120	228/114	240/120	252/126
208Y/120	198Y/114	208Y/120	218Y/126
480Y/277	456Y/263	480Y/277	504Y/291
4160Y/2400	3950Y/2280	4160Y/2400	4370Y/2520
7200*	6840	7200	7560
12470Y/7200	11850Y/6840	12470Y/7200	13090Y/7560
13200*	12540	13200	13860
22860Y/13200	21720Y/12540	22860Y/13200	24000Y/13860

# C. Other Retail Service (+/- 10%)

Nominal	Voltage Range		
<u>Voltage</u>	<u>Minimum</u>	Base	<u>Maximum</u>
120*	108	120	132
120/240*	108/216	120/240	132/264
240/120	216/108	240/120	264/132
208Y/120	188Y/108	208Y/120	229Y/132
480Y/277	432Y/249	480Y/277	528Y/305
480	432	480	528
600	518	575	633
2400	2160	2400	2640
4160Y/2400	3740Y/2160	4160Y/2400	4580Y/2640
7200*	6480	7200	7920
12470Y/7200	11220Y/6480	12470Y/7200	13720Y/7920
13200*	11880	13200	14520
22860Y/13200	20570Y/11880	22860Y/13200	25150Y/14520

\*Single Phase Voltages - all other three phase

# Comments Concerning Specific Voltages

## Nominal Voltage

120	This voltage is not recommended for load in excess of 20 amperes.
120/240	For customers receiving service under the Other Retail Service classification, this voltage is not recommended for metered demands in excess of 100 kW. Company may apply its extra facilities provision for metered demands in excess of 100 kW.
240/120	This voltage is available only from overhead transformation facilities or from underground open-delta pad-mounted transformers provided the load doesn't exceed 155 kW. For customers receiving service under the Other Retail Service classification, this voltage is not recommended for metered demands in excess of 300 kW. Company may apply its extra facilities provision for metered demands in excess of 300 kW.
208Y/120	This voltage is not recommended for individual residential service. For customers receiving service under the Other Retail Service classification, this voltage is not recommended for metered demands in excess of 650 kW. Company may apply its extra facilities provision for metered demands in excess of 650 kW.
600 or 2,400	These voltages are not recommended for metered demands less than 300 kW. Company may apply its extra facilities provision for metered demands less than 300 kW.

NCUC Docket No. E-2, Sub 1142 Supersedes : August 1, 2015 Revised: March 16, 2018

Application Exhibit A NCUC Docket No. E-2, Sub 1300 Page 218 of 235

C-1

#### PURCHASED POWER SCHEDULE PP-8

#### AVAILABILITY

Upon Seller's completion and Company's acceptance of a Purchase Power Agreement, this Schedule is available for electrical energy and capacity supplied by Eligible Qualifying Facilities (as defined below) to Company, provided Seller is a Qualifying Facility as defined by the Federal Energy Regulatory Commission's (FERC) Order No. 70 under Docket No. RM79-54 and 18 C.F.R. §§ 292.203, 292.204, and 292.205. This Schedule is not available for electric service supplied by Company to Seller or to Seller who has negotiated rate credits or conditions with Company which are different from those below. This Schedule is not available to a Qualifying Facility owned by a Seller or affiliate or partner of a Seller, who sells power to the Company from another Qualifying Facility of the same energy resource located within one-half mile, as measured from the electrical generating equipment, unless the combined capacity is equal to or less than one (1) megawatt.<sup>1</sup>

Service necessary for the delivery of power from the Seller's generating facilities into Company's system shall be furnished solely to the individual contracting Seller in a single enterprise, located entirely on a single, contiguous premise. Service hereunder shall be restricted to Company's purchase of energy or energy and capacity from the Seller's generating facilities up to the Contract Capacity specified in the Purchase Power Agreement which may be operated in parallel with Company's system. Power delivered to Company under this Schedule shall not offset or be substituted for power contracted for or which may be contracted for under any other schedule of Company. If Seller requires supplemental, back-up, or standby services, Seller shall enter into a separate service agreement with Company in accordance with Company's applicable electric rates, riders, and Service Regulations on file with and authorized by the state regulatory agency having jurisdiction.

All Eligible Qualifying Facilities have the option to sell energy to the Company on an "as available" basis and receive energy credits only calculated for the delivered energy at hourly rates reflecting the marginal cost of producing energy ("Marginal Cost Rates"). The Fixed Long Term Rates on this schedule are available only to Sellers with Eligible Qualifying Facilities that establish a Legally Enforceable Obligation on or before the filing date of proposed rates in the next biennial avoided cost proceeding, as further addressed in the RATE UPDATES section of this Schedule, provided the eligible Seller begins delivery of power no later than thirty (30) months from the date of the order approving avoided cost rates in Docket No. E-100, Sub 175, but may be extended beyond 30 months if construction is nearly complete and the Seller demonstrates that it is making a good faith effort to complete its project in a timely manner. Notwithstanding the foregoing, eligible Sellers establishing a Legally Enforceable Obligation on or before November 15, 2016, and seeking payment under rates approved in Docket No. E-100, Sub 140, shall continue to be eligible for such rates, even if they failed to commence delivering power to the utility on or before September 10, 2018, pursuant to Section 1.(c) of Session Law 2017-192, unless the Seller's nameplate capacity along with the combined nameplate capacity of generation facilities connected or with priority rights under the North Carolina Interconnection Procedures to be connected ahead of Seller to the same general distribution substation transformer exceeds the nameplate capacity of the transformer. If extended, as provided for in Session Law 2017-192, the contract term available to eligible E-100 Sub 140 Sellers shall commence on September 10, 2018 and expire no later than 15 years from that date.

An Eligible Qualifying Facility shall also have the option to sell power to the Company at Variable Rates over the terms of their Purchase Power Agreement with the Company. Eligible Qualifying Facilities committing to sell and deliver power at Variable Rates under a Purchase Power Agreement executed on or after November 1, 2021, are required to commit to at least a two year term, and such Variable Rates would

<sup>&</sup>lt;sup>1</sup> Once Purchase Power Agreements are executed with Sellers having a Legally Enforceable Obligation after November 16, 2016 for an aggregate generation capacity of 100 megawatts (MWs), Monthly Rates will only be available thereafter to Sellers establishing a Legally Enforceable Obligation after November 16, 2016 with a Contract Capacity of 100 kW or less.

be subject to change as of the date of the initial filing in the next avoided cost proceeding and each avoided cost proceeding thereafter.

Eligible Qualifying Facilities not qualifying for the Fixed Long-Term Rates remain eligible for the Fixed Long-Term Rates proposed in the next biennial avoided cost proceeding, which will be subject to adjustment if different rates are approved by the North Carolina Utilities Commission in that proceeding.

## Qualifying Facilities Eligible for Capacity and/or Energy Credits

In order to be an Eligible Qualifying Facility and receive Energy Credits under this Schedule, the Qualifying Facility must be a hydroelectric or a generator fueled by trash or methane derived from landfills, solar, wind, hog or poultry waste-fueled or non-animal biomass-fueled Qualifying Facility with a Contract Capacity of one (1) megawatt or less, based on the nameplate rating of the generator(s) which are interconnected directly with the Company's system and which are Qualifying Facilities as defined by the Federal Energy Regulatory Commission pursuant to Section 210 of the Public Utility Regulatory Policies Act of 1978.

Capacity Credits are limited to Eligible Qualifying Facilities located within Company's service area that are classified as New Capacity in accordance with FERC Order No. 69 under Docket No. RM79-55 and interconnected to Company's transmission or distribution facilities in accordance with the North Carolina Utilities Commission's Order dated September 21, 1981 in Docket No. E-100, Sub 41. Pursuant to N.C.G.S. § 62-156(b)(3), certain Sellers eligible for this tariff may be eligible for a different avoided capacity credit and rate: (i) certain hydroelectric small power producers with a Contract Capacity of up to one (1) MW and a power purchase agreement in effect as of July 27, 2017, which commit to sell and deliver energy and capacity for a fixed contract term prior to terminating the existing power purchase agreement, as set forth in N.C.G.S. § 62-156(b)(3); or (ii) swine waste and poultry waste fueled small power producers if Seller sells the output of its facility, including renewable energy credits, to Company for Company to comply with its Renewable Energy and Energy Efficiency Portfolio Standard ("REPS") requirements set forth in N.C.G.S. § 62-133.8(e) and (f).

Eligible Qualifying Facilities receiving Capacity Credits under this Schedule shall also receive corresponding Energy Credits of like term as set forth in the "MONTHLY RATE" section of this Schedule.

## APPLICABILITY

This Schedule is applicable to all electric energy and capacity supplied by Eligible Qualifying Facility to Company at one point of delivery through Company's metering facilities.

### MONTHLY RATE

### Monthly Payment

Company shall pay Eligible Qualifying Facilities for energy and/or capacity furnished to Company at the Credits set forth below, as applicable, or at the Company's as available rates, which Marginal Cost Rates that vary hourly. Payments shall be reduced by both the Seller Charge and any applicable Interconnection Cost. Payments to Qualifying Facilities with Contract Capacities of 10 kW or less shall only be made on a calendar year basis.

### Seller Charge

An Eligible Qualifying Facility shall pay to Company a Seller Charge outlined below in accordance with the Contract Capacity specified in the Purchase Power Agreement between Company and Seller:

Monthly Seller Charge \$23.06 for Eligible Qualifying Facilities with capacity greater than 15 kilowatts (AC).

\$ 3.00 for Eligible Qualifying Facilities with capacity of 15 kilowatts (AC) or less. Oct 06 2022

## Energy and Capacity Credits

Eligible Qualifying Facilities for Company's Fixed Long-Term and/or Variable Energy and Capacity Credits shall be paid based upon the Seller's interconnection with Company's distribution or transmission system for all energy delivered to Company's system as registered or computed from Company's metering facilities. The Energy and Capacity Credit will be in accordance with the length of rate term for energy sales so established in the Purchase Power Agreement. Company shall pay a Capacity Credit based on the on-peak kWh supplied by the Eligible Qualifying Facility based upon the season. The Capacity Credit is determined based upon the Seller's generation resource.

An Eligible Qualifying Facility compensated pursuant to as available rates shall be paid based upon the Eligible Qualifying Facility's interconnection with Company's distribution or transmission system for all energy delivered to Company's system as registered or computed from Company's metering facilities. The Energy Credits for such Facilities are based on the Marginal Cost Rates. No Capacity Credit is provided to Eligible Qualifying Facilities on as available rates.

Interconnected to Distribution		Interconnected to Transmission		
Variable Rate	<u>Fixed Long-</u> <u>Term Rate</u> (10 years)	Variable Rate	<u>Fixed Long-</u> <u>Term Rate</u> (10 years)	

## Energy Credits (¢/kWh)<sup>2</sup>:

### <u>Credits Applicable to All but Uncontrolled</u> <u>Solar Generation<sup>3</sup></u>

On-peak kWh:

a.	Summer	4.19	3.87	4.10	3.79
b. Winter					
	1. Morning Hours	5.16	4.70	5.08	4.63
	2. Evening Hours	5.59	5.14	5.50	5.06
c. Premium Peak					
	1. Summer	4.59	4.20	4.49	4.11
	2. Winter	7.16	6.19	7.01	6.06
d.	Shoulder	4.45	3.96	4.41	3.92
Off-peak kWh:					
a.	Summer	3.74	3.58	3.70	3.53
b.	Winter	4.70	4.22	4.64	4.17
c.	Shoulder	3.48	3.11	3.45	3.08

### <u>Credits Applicable to Uncontrolled Solar</u> <u>Generation<sup>4</sup> Only</u>

On-peak kWh:

I				
a. Summer	3.96	3.64	3.87	3.56
b. Winter				
1. Morning Hours	4.93	4.47	4.85	4.40
2. Evening Hours	5.36	4.91	5.27	4.83
c. Premium Peak				
1. Summer	4.36	3.97	4.26	3.88
2. Winter	6.93	5.96	6.78	5.83
d. Shoulder	4.22	3.73	4.18	3.69
Off-peak kWh:				
a. Summer	3.51	3.35	3.47	3.30
b. Winter	4.47	3.99	4.41	3.94
c. Shoulder	3.25	2.88	3.22	2.85
		•		•

## Capacity Credits (¢/kWh)<sup>5</sup>:

## <u>Credits Applicable to All but: (i) Swine or Poultry Waste</u> <u>Generation for Which a Need is Established Pursuant to</u> <u>N.C.G.S. § 62-133.8(e) and -(f) and Certain Hydroelectric</u> <u>Generation<sup>6</sup></u>

On-peak kWh:

Winter	0.00	7.90	0.00	7.78			
Credits Applicable to Swine or Poultry Waste Generation for Which a Need is Established Pursuant to N.C.G.S. § 62- 133.8(e) and -(f) and to Certain Hydroelectric Generation <sup>6</sup>							
On-peak kWh:							
Winter	10.06	10.45	9.91	10.29			

<sup>&</sup>lt;sup>2</sup> For Energy Credit purposes, Summer months are defined as calendar months June through September, Winter months are defined as calendar months December through February, and Shoulder months are defined as March through May and October through November. Summer on-peak hours shall be Monday through Friday from 1:00 p.m. to 4:00 p.m. and 8:00 p.m. to 9:00 p.m. Winter on-peak hours shall be Monday through Friday with morning hours from 4:00 a.m. to 6:00 a.m. and 9:00 a.m. to 11:00 a.m., plus evening hours from 6:00 p.m. to 10:00 p.m. Shoulder on-peak hours shall be Monday through Friday with morning hours from 5:00 a.m. to 10:00 p.m. Shoulder on-peak hours from 5:00 p.m. to 11:00 p.m. Summer premium peak hours shall be Monday through Friday from 4:00 a.m. to 8:00 p.m. to 11:00 p.m. Summer premium peak hours shall be Monday through Friday from 6:00 a.m. to 9:00 a.m. to 8:00 p.m. do 10:00 p.m. Summer premium peak hours shall be Monday through Friday from 6:00 a.m. to 9:00 a.m. to 8:00 p.m. do 10:00 p.m. Summer premium peak hours shall be Monday through Friday from 6:00 a.m. to 9:00 a.m. to 8:00 p.m. do 10:00 p.m. Summer premium peak hours shall be Monday through Friday from 6:00 a.m. to 9:00 a.m. to 8:00 p.m. Winter premium peak hours for Shoulder months. All other hours, plus the following holidays, shall be off-peak: New Year's Day, Good

Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When a holiday falls on a Saturday, the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

- <sup>3</sup> Includes "controlled solar generation" defined as solar generation where the Qualifying Facility demonstrates that its facility is capable of operating, and contractually agrees to operate, in a manner that reduces its average daylight volatility to 6% or less of its average daylight power output. Controlled solar generation must be served under a negotiated Purchase Power Agreement that describes provisions for operating the technology used to reduce average daylight volatility.
- <sup>4</sup> "Uncontrolled Solar Generation" is defined as solar generation where the Qualifying Facility does not demonstrate that its facility is capable of operating, or does not contractually agree to operate, in a manner that reduces its average daylight volatility to 6% or less of its average daylight power output.
- <sup>5</sup> Capacity Credit shall only be applicable to Winter months defined as calendar months of December through March. The on-peak hours shall be all Winter days from 4:00 a.m. to 9:00 a.m. Capacity credits are not applicable in all other months.
- <sup>6</sup> For hydroelectric generation where the Qualifying Facility renews a Purchased Power Agreement that was in effect as of July 27, 2017, under N.C.G.S. § 62-156(b)(3).

### POWER FACTOR CORRECTION

Unless Seller is required by an Operating Agreement to adjust VAR production to support voltage control, when Seller consumes VARs supplied by the Company or Seller delivers VARs to Company, the monthly bill will be increased by a sum equal to \$0.34 multiplied by the maximum consumed or supplied reactive kilovolt-amperes (kVAr) registered by a demand meter suitable for measuring the demand used during a 15-minute interval. The Company reserves the right to install facilities necessary for the measurement of power factor and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company. If a Seller without an Operating Agreement is requested by Company to operate pursuant to a voltage schedule by providing or absorbing VARS, the Seller shall be compensated in the same manner as a Seller with an Operating Agreement.

### MARGINAL COST RATES

The Marginal Cost Rates vary by hour, are denominated in cents/kWh, and are calculated by the Company for each hour of a calendar month at the end of such month. The Marginal Cost Rates will reflect the joint dispatch of system resources by the Company and Duke Energy Progress, LLC. Such dispatch is based on the following factors, among others:

- incremental variable production cost, including fuel, variable operating and maintenance expenses, emission allowances, and reagents;
- replacement cost of supply resources, including power plants; and
- start-up costs.

Based on the dispatch outcomes that occurred during a calendar month, the Marginal Cost Rates will be calculated for each hour in that month using the incremental cost of production of the next megawatt-hour. The calculations are processed using the PCI Post-Analysis module, a commercially available production cost model used to analyze and assign generation and purchased power costs to load. The Marginal Cost Rates for Uncontrolled Solar Generation will incorporate the same reduction, in cents/kWh, that applies to Uncontrolled Solar Generation receiving the Fixed Long-Term Rates or the Variable Rates.

Eligible Qualifying Facilities compensated through Marginal Cost Rates may request and obtain hourly marginal prices applicable to the Eligible Qualifying Facility's periods of delivery upon execution of and

ongoing compliance with a non-disclosure agreement with the Company.

## RATE UPDATES

The Variable Rates, Fixed Long-Term Rates, Credits and Seller Charge of this Schedule will be updated by the Company in November, 2023, or as otherwise directed by the North Carolina Utilities Commission, and every two years thereafter. Sellers who have contracted for the Fixed Long-Term Energy and Capacity Credits will not be affected by updates in the Energy and Capacity Credits until their rate term expires. For all Qualifying Facilities selling to Company pursuant to the Variable Capacity Credit provisions of this schedule, such capacity credits shall be updated and changed in accordance with the Commission's revisions to such credits in Company's biennial avoided cost proceedings. The sale, delivery, and use of electric power hereunder, and all services of whatever type to be rendered or performed in connection therewith, shall in all respects be subject to and in accordance with the Variable, Fixed Long-Term, or Marginal Cost Rates selected by Seller and as set forth in Company's Schedule PP and the Terms and Conditions for the Purchase of Electric Power. Said Rate Schedule and Terms and Conditions for the Purchase of Electric Power are subject to change, revision, alteration or substitution, either in whole or in part, upon order of the Commission or any other regulatory authority having jurisdiction, and any such change, revision, alteration or substitution shall immediately be made a part of the Agreement as though fully written herein, and shall nullify any prior provision in conflict therewith. Any change to the Rate Schedule or Terms and Conditions shall not apply to the Fixed Long-Term Rates themselves, but it shall apply to all other provisions of the Rate Schedule and Terms and Conditions for the Purchase of Electric Power, including but not limited to Variable Rates, Marginal Cost Rates, other types of charges, and all non-rate provisions. For Purchase Power Agreements executed pursuant to the Fixed Long-Term rates approved in Docket No. E-100, Sub 167 or its predecessors, any change to the Schedule shall not apply to the Fixed Long-Term Energy and Capacity Rates during the Contract Period.

### RENEWABLE ENERGY CREDITS

Unless otherwise specified in Company's agreements with Seller, the sale of power under this schedule does not convey to Company the right to renewable energy credits (RECs) or green tags associated with the energy delivered.

### CONTRACT CAPACITY

The Contract Capacity shall be as specified in the Purchase Power Agreement between Company and Seller. Only one such Standard Contract shall be permitted for any Qualifying Facility.

### PAYMENTS

Credit billings to Seller shall be payable to the Seller within fifteen (15) days of the date of the bill. Bills under this Schedule are due and payable on the date of the bill. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

### CONTRACT PERIOD

Each Seller shall enter into a Purchase Power Agreement which shall specify the Contract Capacity committed for delivery throughout the term of the contract and shall specify the initial term and associated rate.

## INTERCONNECTION FACILITIES COSTS

For Eligible Qualifying Facilities, the installed costs for all facilities constructed or installed by Company to interconnect and safely operate in parallel with Seller's equipment shall be determined in accordance with Company's Terms and Conditions for the Purchase of Electric Power. When only the installation of Company's meter is required for the purchase of electric power, the \$25 minimum monthly Interconnection

Facilities Charge shall not be applicable. Interconnection of Seller's generation to Company's system shall be in accordance with the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generation Interconnections.

Supersedes Schedule PP-7 Effective for energy and capacity rendered on and after November 1, 2021 NCUC Docket No. E-100, Sub 175

OFFICIAL COPY

Oct 06 2022

## TERMS AND CONDITIONS FOR THE PURCHASE OF ELECTRIC POWER

### 1. PURCHASE POWER AGREEMENT

These "Terms and Conditions" provide a mechanism through which Duke Energy Progress, LLC, hereafter called "Company," will agree to purchase energy or capacity or both from an Eligible Oualifying Facility as defined in the Purchased Power Schedule PP. This Purchase Power Agreement is solely for the purchase of electricity produced by Seller's generation, net of generator auxiliary requirement, and does not provide for the sale of any electric service by Company to Seller.

- Description The Purchase Power Agreement (hereinafter sometimes termed "Agreement") shall (a) consist of (1) Company's form of Purchase Power Agreement when signed by Seller and accepted by Company, (2) the applicable Schedule for the purchase of electricity as specified in the Purchase Power Agreement, and (3) these Terms and Conditions for the Purchase of Electric Power (hereinafter referred to as "Terms and Conditions"), and all changes, revisions, alterations therein, or substitutions therefor lawfully made.
- (b) Application of Terms and Conditions and Schedules All Purchase Agreements in effect at the effective date of this tariff or that may be entered into in the future, are made expressly subject to these Terms and Conditions, and subject to all applicable Schedules as specified in the Purchase Power Agreement, and any changes therein, substitutions thereof, or additions thereto lawfully made, provided no change may be made in rates or in essential terms and conditions of this contract except by agreement of the parties to this contract or by order of the state regulatory authority having jurisdiction (hereinafter "Commission").
- (c) Conflicts In case of conflict between any provision of a Schedule and of these Terms and Conditions, the provision of the Schedule shall prevail.
- (d) Waiver The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinguishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.
- Assignment of Agreement A Purchase Power Agreement between Company and Seller may not (e) be transferred and assigned by Seller to any person, firm, or corporation purchasing or leasing and intending to continue the operation of the plant or business which is interconnected under such Agreement, without the prior written approval of Company. A Purchase Power Agreement shall not be transferred and assigned by Seller to any person, firm, or corporation that is party to any other purchase agreement under which a party sells or seeks to sell power to the Company from another Qualifying Facility that is located within one-half mile, as measured from the electrical generating equipment. Company will not unreasonably withhold consent provided that such assignment does not require any amendment to the terms and conditions of this Agreement, other than the notice provision thereof. Any assignment that Company has not approved in writing shall be null and void and not effective for all purposes. However, before such rights and obligations are assigned, the assignee must first obtain necessary approval from all regulatory bodies including, but not limited to, the Commission.
- Notification of Assignment, Transfer or Sale In the event of an assignment of the rights and (f)obligations accruing to Seller under this Agreement, or in the event of any contemplated sale, transfer or assignment of the Facility or the Certificate of Public Convenience and Necessity, the Seller shall, in addition to obtaining the approvals hereof, provide a minimum of 30 days prior written notice advising Company and the Commission of any plans for such an assignment, sale or transfer, or of any accompanying significant changes in the information required by Commission Rule R8-64, R9-65 or R8-66 which are incorporated by reference herein.

- (g) <u>Suspension of Sales Under Agreement at Seller's Request</u> If Seller is temporarily unable to produce the electricity contracted for due to physical destruction of, or damage to, his premises, Company will, upon written request of Seller, and for a period Company deems as reasonably required to replace or repair such premises, suspend billing under the Agreement, exclusive of any Monthly Facilities Charges, effective with the beginning of the next sales period.
- (h) <u>Termination of Agreement at Seller's Request</u> If Seller desires to terminate the Agreement, Company will agree to such termination if all bills for services previously rendered to Seller including any termination or other charges applicable under any Interconnection Agreement, plus any applicable termination charges, have been paid. Termination charges shall consist of any applicable termination charges for premature termination of capacity as set forth in paragraphs 4 and 6 of these Terms and Conditions. Company may waive the foregoing provision if Company has secured or expects to secure from a new occupant or operator of the premises an Agreement satisfactory to Company for the delivery of electricity to Company for a term not less than the unexpired portion of Seller's Agreement.
- (i) <u>Company's Right to Terminate or Suspend Agreement</u> Company, in addition to all other legal remedies, may either terminate the Agreement or suspend purchases of electricity from Seller based on any of the following: (1) any default or breach of the Agreement by Seller, (2) any fraudulent or unauthorized use of Company's meter, (3) failure to pay any applicable bills when due and payable, (4) any Material Alteration to the Facility without the Company's consent or otherwise delivering energy in excess of the Contract Capacity specified under this Agreement, (5) any condition on Seller's side of the point of delivery actually known by Company to be, or which Company reasonably anticipates may be, dangerous to life or property or (6) Seller fails to deliver energy to Company for six (6) consecutive months. Termination of the Agreement shall be at Company's sole option and is only appropriate when Seller either cannot or will not cure its default.

No such termination or suspension, however, will be made by Company without written notice delivered to Seller, personally or by mail, stating what in particular in the Agreement has been violated, except that no notice need to be given in instances set forth in 1(i)(2) or 1(i)(5) above. Company shall give Seller thirty (30) calendar days prior written notice before suspending or terminating the Agreement pursuant to provisions 1(i)(1) and 1(i)(3)-(4). Company shall give Seller five (5) calendar days prior written notice before suspending or terminating the Agreement pursuant to provisions 1(i)(1) and 1(i)(3)-(4).

Failure of Company to terminate the Agreement or to suspend the purchase of electricity at any time after the occurrence of grounds therefor, or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect Company's right later to resort to any one or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

Any suspension of the purchase of electricity by Company or termination of the Agreement upon any authorized grounds shall in no way operate to relieve Seller of Seller's liability to compensate Company for services and/or facilities supplied, nor shall it relieve Seller (1) of Seller's liability for the payment of minimum monthly charges during the period of suspension, nor (2) of Seller's liability for damages, if the Agreement has been terminated, in the amount of (a) the minimum monthly charges which would have been payable during the unexpired term of the Agreement plus (b) the Early Contract Termination charge as set forth in these Terms and Conditions.

#### 2. CONDITIONS OF SERVICE

(a) Company is not obligated to purchase electricity from Seller unless and until: (1) Company's form of Purchase Power Agreement is executed by Seller and accepted by Company; (2) in cases where it is necessary to cross private property to accept delivery of electricity from Seller, Seller conveys or causes to be conveyed to Company, without cost to Company, a right-of-way easement, satisfactory to Company, across such private property which will provide for the construction, maintenance, and operation of Company's lines and facilities, necessary to receive electricity from Seller; provided, however, in the absence of a formal conveyance, Company nevertheless, shall be vested with an easement over Seller's premises authorizing it to do all things necessary including the construction, maintenance, and operation of its lines and facilities for such purpose; and (3) any inspection certificates or permits that may be required by law in the local area are furnished to Company. Where not required by law, an inspection by a Company-approved inspector shall be made at Seller's expense. In the event Seller is unable to secure such necessary rights of way, Seller shall reimburse Company for all costs Company may incur for the securing of such rights of way.

The obligation of Company in regard to service under the Agreement are dependent upon Company securing and retaining all necessary rights-of-way, privileges, franchises, and permits, for such service. Company shall not be liable to any Seller in the event Company is delayed or prevented from purchasing power by Company failure to secure and retain such rights-of-way, privileges, franchises, and permits.

- (b) Seller shall operate its Facility in compliance with all: (i) System Operator Instructions provided by Company, including any Energy Storage Protocols provided if applicable; (ii) applicable operating guidelines established by the North American Electric Reliability Corporation ("NERC"); and (iii) the SERC Reliability Corporation ("SERC") or any successor thereto.
- (c) Seller shall submit an Interconnection Request as set forth in the North Carolina Interconnection Procedures, Forms and Agreements for State-Jurisdictional Generation Interconnections. Company shall not be required to install facilities to support interconnection of Seller's generation or execute the Purchase Power Agreement until Seller has signed an Interconnection Agreement as set forth in the North Carolina Interconnection Procedures, Forms and Agreements for State-Jurisdictional Generation Interconnections, as may be required by Company.
- (d) If electricity is received through lines which cross the lands of the United States of America, a state, or any agency or subdivision of the United States of America or of a state, Company shall have the right, upon 30 days' written notice, to discontinue receiving electricity from any Seller or Sellers interconnected to such lines, if and when (1) Company is required by governmental authority to incur expenses in the relocation or the reconstruction underground of any portion of said lines, unless Company is reimbursed for such expense by Sellers or customers connected thereto, or (2) the right of Company to maintain and operate said lines is terminated, revoked, or denied by governmental authority for any reason.

## 3. <u>DEFINITIONS</u>

- (a) Auxiliary Load: The term "Auxiliary Load" shall mean power used to operate auxiliary equipment in the Facility necessary for power generation (such as pumps, blowers, fuel preparation machinery, and exciters).
- (b) "Company's conductors" shall mean Company's wires extending from the point of connection with Company's existing electric system to the point of delivery.
- (c) "Energy Storage Protocol" shall have the meaning specified in Purchase Power Agreement.
- (d) "Facility" shall have the meaning specified in the Purchase Power Agreement.
- (e) "interconnection" shall mean the connection of Company's conductors to Seller's conductors.
- (f) "Material Alteration" as used in this Agreement shall mean a modification to the Facility which renders the Facility description specified in this Agreement inaccurate in any material sense as determined by Company in a commercially reasonable manner including, without limitation, (i) the addition of a Storage Resource; (ii) a modification which results in an increase to the Contract Capacity, Nameplate Capacity (in AC or DC), generating capacity (or similar term used in the Agreement) or the estimated annual energy production of the Facility (the "Existing Capacity"), or

(iii) a modification which results in a decrease to the Existing Capacity by more than five (5) percent. Notwithstanding the foregoing, the repair or replacement of equipment at the Facility (including solar panels) with like-kind equipment, which does not increase Existing Capacity or decrease the Existing Capacity by more than five percent (5%) shall not be considered a Material Alteration.

- (g) Nameplate Capacity: The term "Nameplate Capacity" shall mean the manufacturer's kW<sub>AC</sub> nameplate rated output capability of the Facility as measured at the delivery point specified in AC. For multi-unit generator facilities, the "Nameplate Capacity" of the Facility shall be the sum of the individual manufacturer's kW<sub>AC</sub> nameplate rated output capabilities of the generators. The Nameplate Capacity shall also include the DC rating of the Facility. For inverted-based generating facilities, the "Nameplate Capacity" shall be the manufacturer's rated kW<sub>AC</sub> output on the inverters.
- (h) "Prudent Utility Practice" means those practices, methods, equipment, specifications, standards of safety, and performance, as the same may change from time to time, as are commonly used in the construction, interconnection, operation, and maintenance of electric power facilities, inclusive of delivery, transmission, and generation facilities and ancillaries, which in the exercise of good judgment and in light of the facts known at the time of the decision being made and activity being performed are considered: (i) good, safe, and prudent practices; (ii) are in accordance with generally accepted standards of safety, performance, dependability, efficiency, and economy in the United States; (iii) are in accordance with generally accepted standards of professional care, skill, diligence, and competence in the United States; and, (iv) are in compliance with applicable regulatory requirements and/or reliability standards. Prudent Utility Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of others, but rather are intended to include acceptable practices, methods and acts generally accepted in the energy generation and utility industry.
- (i) "purchase" or "purchase of electricity" shall be construed to refer to the electricity supplied to Company by Seller from the Facility.
- (j) "Seller's conductors" shall mean Seller's wires extending from the point of delivery to the switch box or other point where Seller's circuits connect for the purpose of supplying the electricity produced by Seller.
- (k) "Storage Resource" means battery storage or other energy storage device installed at or connected behind the meter of the Facility.
- (1) "System Operator Instruction" means any order, action, requirement, demand, or direction, from the system operator in accordance with Prudent Utility Practice, and delivered to Seller in a nondiscriminatory manner, to operate, manage, and/or otherwise maintain safe and reliable operations of the system, including, without limitation, an order to suspend or interrupt any operational activity due to an emergency condition or force majeure event; provided however, a System Operator Instruction in response to an emergency condition, force majeure event, or operational condition relating specifically to or created by the Facility shall not be deemed or considered discriminatory.

### 4. CONTRACT CAPACITY

(a) The Contract Capacity shall be as specified in the Purchase Power Agreement and shall not exceed the capacity specified in the Seller's Interconnection Agreement. This term shall mean the maximum continuous electrical output capability expressed on an alternating current basis of the generator(s) at any time, at a power factor of approximately unity, without consuming VARs supplied by Company, as measured at the Point of Delivery and shall be the maximum kW delivered to Company during any billing period. Seller shall not exceed the existing Contract Capacity unless and until the increase has been agreed to in an amendment executed by Company and Seller and Seller's facilities have been upgraded to accept the actual or requested increase as may be required by Company in its commercially reasonable discretion.

- (b) Seller shall not change the Contract Capacity or contracted estimated annual energy production without adequate notice to Company, and without receiving Company's prior written consent, and if such unauthorized increase causes loss of or damage to Company's facilities, the cost of making good such loss or repairing such damage shall be paid by Seller.
- (c) Company may require that a new Contract Capacity be determined when it reasonably appears that the capacity of Seller's generating facility or annual energy production will deviate from contracted or established levels for any reason, including, but not limited to, a change in water flow, steam supply, or fuel supply.
- (d) Seller may apply to Company to increase the Contract Capacity during the Contract Period and, upon approval by Company, and an amendment to implement the change has been executed by Company and Seller, future Monthly delivered capacities shall not exceed the revised Contract Capacity. If such increase in Contract Capacity results in additional costs associated with redesign or a resizing of Company's facilities, such additional costs to Seller shall be determined in accordance with the Interconnection Agreement.
- (e) Any Material Alteration to the Facility, including without limitation, an increase in the Existing Capacity, a decrease in the Existing Capacity by more than five (5) percent or the addition of energy storage capability shall require the prior written consent of Company, which may be withheld in Company's sole discretion, and shall not be effective until memorialized in an amendment executed by Company and Seller.

### 5. ESTIMATED ANNUAL ENERGY PRODUCTION

The estimated annual energy production from the Facility specified in the Purchase Power Agreement shall be the estimated total annual kilowatt-hours registered or computed by or from Company's metering facilities for each time period during a continuous 12-month interval.

## 6. EARLY CONTRACT TERMINATION

<u>Early Contract Termination</u> - If Seller terminates the Agreement or if the Agreement is terminated by Company as permitted in Section 1(i) prior to the expiration of the initial (or extended) term of the Purchase Power Agreement Seller shall pay to Company the total Energy and/or Capacity credits received in excess of the sum of what would have been received under: (i) for the period on or prior to October 31, 2021, the Variable Rate for Energy and/or Capacity Credits applicable at the initial term of the contract period and as updated every two years, plus interest; and (ii) for the period on or after November 1, 2021, the Marginal Cost Rate for energy as calculated by the Company at the end of each calendar month, plus interest. In no circumstance will the early termination calculation result in a payment to the Seller. The interest should be the weighted average rate for new debt issued by the Company in the calendar year previous to that in which the Agreement was commenced.

#### 7. <u>CONTRACT RENEWAL</u>

This Agreement shall be subject to renewal for subsequent term(s) at the option of Company on substantially the same terms and provisions and at a rate either (1) mutually agreed upon by the parties negotiating in good faith and taking into consideration the Company's then avoided cost rates and other relevant factors, or (2) set by arbitration.

#### 8. QUALITY OF ENERGY RECEIVED

- (a) Seller has full responsibility for the routine maintenance of its generating and protective equipment to insure that reliable, utility grade electric energy is being delivered to Company.
- (b) The Facility shall be operated in such a manner as to generate reactive power as may be reasonably necessary to maintain voltage levels and reactive area support as specified by Company. Any operating requirement is subject to modification or revision if warranted by future changes in the distribution or transmission circuit conditions.

- (c) Seller may operate direct current generators in parallel with Company through a synchronous inverter. The inverter installation shall be designed such that a utility system interruption will result in the removal of the inverter infeed into the Company's system. Harmonics generated by a DC generator-inverter combination must not adversely affect Company's supply of electric service to, or the use of electric service by Company's other customers, and any correction thereof is the full responsibility of Seller.
- (d) In the event Company determines, based on calculations, studies, analyses, monitoring, measurement or observation, that the output of the Facility will cause or is causing the Company to be unable to provide proper voltage levels to its customers, Seller shall be required to comply with a voltage schedule and/or reactive power output schedule as prescribed by Company.
- (e) All Material Alterations to the Facility shall require the prior written consent from Company, and Seller shall provide Company written notification of any requested changes to the Facility, support equipment such as inverters, or interconnection facilities as soon as reasonably possible to allow Company adequate time to review such requested changes to ensure continued safe interconnection prior to implementation.
- (f) Failure of Seller to comply with either (a), (b), (c), (d) or (e) above will constitute grounds for Company to cease parallel operation with Seller's generation equipment and constitute grounds for termination or suspension of the Agreement as set forth under paragraph 1, above.

### 9. BILLING

- (a) Meters will be read and bills rendered monthly. Readings are taken each month at intervals of approximately thirty (30) days.
- (b) If Company is unable to read its purchase meter for any reason, Seller's production may be estimated by Company on the basis of Seller's production during the most recent preceding billing period for which readings were obtained, unless some unusual condition is known to exist. A bill or payment rendered on the basis of such estimate shall be as valid as if made from actual meter readings.
- (c) The term "Month" or "Monthly", as used in Company's Schedules and Riders, refers to the period of time between the regular meter readings by the Company, except that if the period covered by an initial or final bill, or due to rerouting of the meter reading schedule, is more than 33 or less than 27 days, the bill will be prorated based on a 30-day billing month.
- (d) Payments for capacity and/or energy will be made to Seller based on the rate schedule stated in the Purchase Power Agreement.
- (e) Company reserves the right to set off against any amounts due from the Company to Seller, any amounts which are due from Seller to Company, including, but not limited to, unpaid charges pursuant to the Interconnection Agreement or past due balances on any accounts Seller has with Company for other services.

### 10. <u>RECORDS</u>

In addition to the regular meter readings to be taken monthly for billing purposes, Company may require additional meter readings, records, transfer of information, etc. as may be agreed upon by the Parties. Company reserves the right to provide to the Commission or the FERC or any other regulatory body, upon request, information pertaining to this Agreement, including but not limited to: records of the Facility's generation output and Company's purchases thereof (including copies of monthly statements of power purchases and data from load recorders and telemetering installed at the Facility); copies of this Agreement. The Company will not provide any information developed solely by Seller and designated by Seller in writing to be "proprietary" unless required to do so by order of the Commission

Oct 06 2022

or the FERC or any other regulatory body or court, in which event, the Company will notify Seller prior to supplying the proprietary information.

Seller shall provide to Company, on a monthly basis within ten (10) days of the meter reading date and in form to be mutually agreed upon by the Parties, information on the Facility's fuel costs (coal, oil natural gas, supplemental firing, etc.), if any, for the power delivered to Company during the preceding month's billing period.

## 11. METER STOPPAGE OR ERROR

In the event a meter fails to register accurately within the allowable limits established by the state regulatory body having jurisdiction, Company will adjust the measured energy for the period of time the meter was shown to be in error, and shall, as provided in the rules and regulations of the state regulatory body having jurisdiction, pay to Seller, or Seller shall refund to Company, the difference between the amount billed and the estimated amount which would have been billed had the meter accurately registered the kilowatt hours provided by Seller. No part of any minimum service charge shall be refunded.

## 12. POINT OF DELIVERY

The point of delivery is the point where Company's conductors are, or are to be, connected to Seller's conductors. Seller shall do all things necessary to bring its conductors to such point of delivery for connection to Company's conductors, and shall maintain said conductors in good order at all times. If Seller chooses to deliver power to Company through a point of delivery where Seller presently receives power from Company, then the point of delivery for the purchase of generation shall be the same point as the point of delivery for electric service.

### 13. INTERCONNECTION FACILITIES

If Seller is not subject to the terms and conditions of the North Carolina Interconnection Procedures, Forms and Agreements for State-Jurisdictional Interconnection, as approved by the Commission in Docket No. E-100, Sub 101, the following conditions shall apply to Interconnection Facilities necessary to deliver Seller's electricity to Company. Otherwise, the terms and conditions of the North Carolina Interconnection Procedures, Forms and Agreements for State-Jurisdictional Interconnection, as approved by the Commission in Docket No. E-100, Sub 101, Sub 1

(a) <u>By Company</u>: Company shall install, own, operate, maintain, and otherwise furnish all lines and equipment located on its side of the point of delivery to permit parallel operation of the Seller's facilities with the Company's system. It shall also install and own the necessary metering equipment, and meter transformers, where necessary, for measuring the electricity delivered to Company, though such meter may be located on Seller's side of the point of delivery. Interconnection facilities, installed by either Company or Seller, solely for such purpose, include, but are not limited to connection, line extension, transformation, switching equipment, protective relaying, metering, telemetering, communications, and appropriate safety equipment.

Any interconnection facilities installed by Company necessary to receive power from Seller shall be considered extra facilities and shall be provided, if Company finds it practicable, under the following conditions:

- (1) The facilities will be of a kind and type normally used by or acceptable to Company and will be installed at a place and in a manner satisfactory to Company.
- (2) Seller will pay to Company a Monthly Interconnection Facilities Charge of 1.0 percent of the estimated original installed cost and rearrangement cost of all facilities, including metering, required to accept interconnection, but not less than \$25 per month. The monthly charge for the Interconnection Facilities to be provided under this Agreement is subject to the rates, Service Regulations and conditions of the Company as the same are now on file

with the Commission and may be changed or modified from time to time upon approval by the Commission. Any such changes or modifications, including those which may result in increased charges for the Interconnection Facilities to be provided by the Company, shall be made a part of this Agreement to the same effect as if fully set forth herein.

- (3) If Company increases its investment, other than replacement of existing equipment with equipment of equal capacity and kind, in interconnection facilities or other special facilities required by Seller (including conversion of the Company's primary voltage to a higher voltage), the Monthly Interconnection Facilities Charge for providing the interconnection facilities will be adjusted at that time. Seller may terminate the interconnection facilities in accordance with the applicable termination paragraph 1 above, or continue the interconnection facilities under the changed conditions.
- (4) In lieu of the Monthly Interconnection Facilities Charge of 1.0 percent, Seller may elect to make a contribution equal to the total interconnection facilities investment, plus associated tax gross-ups. After such payment, the Monthly Interconnection Facilities Charge for the interconnection facilities will be 0.3 percent of said payment.
- (5) The Monthly Interconnection Facilities Charge as determined shall continue regardless of the term of the Agreement until Seller no longer has need for such facilities. In the event Seller's interconnection facilities should be discontinued or terminated in whole or in part, such discontinuation or termination should be calculated in accordance with 1, above.
- (6) Seller's wiring and appurtenant structures shall provide for the location, connection, and installation of Company's standard metering equipment or other equipment deemed necessary by Company for the metering of Seller's electrical output. Company shall, at its expense, be permitted to install, in Seller's wiring or equipment, any special metering devices or equipment as deemed necessary for experimental or monitoring purposes.
- (7) Company shall furnish and install the Interconnection Facilities no later than the date requested by Seller for such installation. Seller's obligation to pay the Interconnection Facilities charges shall begin upon the earlier of (1) completion of the installation but no earlier than the requested in-service date specified in the Interconnection Agreement or (2) the first date when energy is generated and delivered to the Company and such charges shall apply at all times thereafter during the term of this Agreement, whether or not Seller is actually supplying electric power to Company.
- (b) <u>By Seller</u>: Seller shall install, own, operate, and maintain all lines, and equipment, exclusive of Company's meter and meter transformers, on Seller's side of the point of delivery. Seller will be the owner and have the exclusive control of, and responsibility for, all electricity on Seller's side of the point of delivery. Seller must conform to the North Carolina Interconnection Procedures, Forms and Agreements for State-Jurisdictional Generation Interconnections. Seller's wiring shall be arranged such that all electricity generated for sale can be supplied to one point of delivery and measured by a single meter. Company's meter may be located on Seller's side of the point of delivery, and when it is to be so located, Seller must make suitable provisions in Seller's wiring, at a place suitable to Company, for the convenient installation of the type of meter Company will use. All of Seller's conductors installed on the Company's side of the meter and not installed in conduit must be readily visible.

Seller shall install and maintain devices adequate to protect Seller's equipment against irregularities on Company's system, including devices to protect against single-phasing. Seller shall also install and maintain such devices as may be necessary to automatically disconnect Seller's generating equipment, which is operated in parallel with Company, when service provided by Seller is affected by electrical disturbances on Company's or Seller's systems, or at any time when Company's system is de-energized from its prime source.

- (c) <u>Access to Premises</u>: The duly authorized agents of Company shall have the right of ingress and egress to the premises of Seller at all reasonable hours for the purpose of reading meters, inspecting Company's wiring and apparatus, changing, exchanging, or repairing Company's property on the premises of Seller, or removing such property at the time of or at any time after suspension of purchases or termination of this Agreement.
- (d) <u>Protection</u>: Seller shall protect Company's wiring and apparatus on Seller's premises and shall permit no one but Company's agents to handle same. In the event of any loss of or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Seller or Seller's employees or agents, the cost of making good such loss or repairing such damage shall be paid by Seller. In cases where Company's service facilities on Seller's premises require abnormal maintenance due to Seller's operation, Seller shall reimburse Company for such abnormal maintenance cost.

### 14. CONTINUANCE OF PURCHASES AND LIABILITY THEREFOR

The Parties do not guarantee continuous service but shall use reasonable diligence at all times to provide for uninterrupted acceptance and supply of electricity. Each party shall at all times use reasonable diligence to provide satisfactory service for the acceptance or supply of electricity, and to remove the cause or causes in the event of failure, interruption, reduction or suspension of service for the acceptance or supply of electricity, but neither Party shall be liable for any loss or damage resulting from such failure, interruption, reduction or suspension of service, nor shall same be a default hereunder, when any interruption of service for the acceptance or supply of electricity is due to any of the following:

- (a) An emergency condition or action due to an adverse condition, event, and/or disturbance on Company's system, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas or automatic or manual interruption, reduction, or cessation of the acceptance of electricity into Company's electrical system in order to limit the occurrence of or extent or damage of the adverse condition or disturbance to Company's system or capability to reliably provide service in compliance and accordance with prudent practices, regulatory requirements, and/or reliability standards, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system. An emergency condition or action shall include any circumstance that requires action by the Company to comply with any electric reliability organization or NERC/SERC regulations or standards, including without limitation actions to respond to, prevent, limit, or manage loss or damage to Seller's Facility, reliability impairment, loss or damage to the Company's system, disruption of generation by the Seller, disruption of reliability or service on the Company's system, an abnormal condition on the system, and/or endangerment to human life or safety.
- (b) An event or condition of force majeure, as described below.
- (c) Making necessary adjustments to, changes in, or repairs on Company lines, substations, and facilities, and in cases where, in its opinion, the continuance of service from Seller's premises would endanger persons or property.

Seller shall be responsible for promptly taking all actions requested or required by Company to avoid, prevent, or recover from the occurrence and/or imminent occurrence of any emergency condition and in response to any emergency condition or condition of force majeure, including without limitation installing and operating any equipment necessary to take such actions.

Seller shall be responsible for insuring the safe operation of his equipment at all times, and will install and maintain, to Company's satisfaction, the necessary automatic equipment to prevent the back feed

of power into, or damage to Company's de-energized system, and shall be subject to immediate disconnection of its equipment from Company's system if Company determines that such equipment is unsafe or adversely affects Company's transmission/distribution system or service to its other customers.

Seller assumes responsibility for and shall indemnify, defend, and save Company harmless against all liability, claims, judgments, losses, costs, and expenses for injury, loss, or damage to persons or property including personal injury or property damage to Seller or Seller's employees on account of defective construction, wiring, or equipment, or improper or careless use of electricity, on Seller's side of the point of delivery.

### 15. FORCE MAJEURE

Circumstances beyond the reasonable control of a Party which solely cause that Party to experience delay or failure in delivering or receiving electricity or in providing continuous service hereunder, including: acts of God; unusually severe weather conditions; earthquake; strikes or other labor difficulties; war; riots; fire; requirements shall be deemed to be "events or conditions of force majeure". It also includes actions or failures to act on the part of governmental authorities (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by federal, state or local government bodies), but only if such requirements, actions or failures to act prevent or delay performance; or transportation delays or accidents. Events or conditions of force majeure do not include such circumstances which merely affect the cost of operating the Facility.

Neither Party shall be responsible nor liable for any delay or failure in its performance hereunder due solely to events or conditions of force majeure, provided that:

- (a) The affected Party gives the other Party written notice describing the particulars of the event or condition of force majeure, such notice to be provided within forty-eight (48) hours of the determination by the affected Party that an event or condition of force majeure has occurred, but in no event later than thirty (30) days from the date of the occurrence of the event or condition of force majeure;
- (b) The delay or failure of performance is of no longer duration and of no greater scope than is required by the event or condition of force majeure, provided that in no event shall such delay or failure of performance extend beyond a period of twelve (12) months;
- (c) The affected Party uses its best efforts to remedy its inability to perform;
- (d) When the affected Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party prompt written notice to that effect; and,
- (e) The event or condition of force majeure was not caused by or connected with any negligent or intentional acts, errors, or omissions, or failure to comply with any law, rule, regulation, order or ordinance, or any breach or default of this Agreement.

#### 16. INSURANCE

Seller shall obtain and retain, for as long as the generation is interconnected with Company's system, either the applicable home owners insurance policy with liability coverage of at least \$100,000 per occurrence or the applicable comprehensive general liability insurance policy with liability coverage in the amount of at least \$300,000 per occurrence, which protects Seller from claims for bodily injury and/or property damage. This insurance shall be primary for all purposes. Seller shall provide certificates evidencing this coverage as required by Company. Company reserves the right to refuse to establish, or continue the interconnection of Seller's generation with Company's system, if such insurance is not in effect.

Oct 06 2022

## 17. GOVERNMENTAL RESTRICTIONS

This Agreement is subject to the jurisdiction of those governmental agencies having control over either party or over this Agreement. This Agreement shall not become effective until all required governmental authorizations are obtained. Certification of receipt of all permits and authorizations shall be furnished by Seller to Company upon Company's request. This Agreement shall not become effective unless it and all provisions thereof are authorized and permitted by such governmental agencies without change or conditions.

This Agreement shall at all times be subject to changes by such governmental agencies, and the parties shall be subject to conditions and obligations, as such governmental agencies may, from time to time, direct in the exercise of their jurisdiction, provided no change may be made in rates or in essential terms and conditions of this contract except by agreement of the parties to this contract. Both parties agree to exert their best efforts to comply with all of the applicable rules and regulations of all governmental agencies having control over either party or this Agreement. The parties shall take all reasonable action necessary to secure all required governmental approval of this Agreement in its entirety and without change.

The delivery date, quantity, and type of electricity to be accepted for purchase by Company, from Seller, are subject to changes, restrictions, curtailments, or complete suspensions by Company as may be deemed by it to be necessary or advisable (a) on account of any lawful order or regulation of any municipal, State, or Federal government or agency thereof, or order of any court of competent jurisdiction, or (b) on account of any emergency due to war, or catastrophe, all without liability on the part of the Company therefor.

Supersedes: June 1, 2021 Effective: November 1, 2021 NCUC Docket No. E-100, Sub 175