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OFFICIAL COPY

Mar 28 2024

VIA ELECTRONIC FILING

March 28, 2024

Shonta Dunston, Chief Clerk
North Carolina Utilities Commission
Dobbs Building
430 North Salisbury Street
Raleigh, North Carolina 27603

Re: Application of Dominion Energy North Carolina for Adjustment of Rates and Charges Applicable to Electric Service in North Carolina Docket No. E-22, Sub 694 – PUBLIC/REDACTED

Dear Ms. Dunston:

Enclosed for filing is the Application of Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina (“DENC” or “the Company”), to revise its base rates and charges pursuant to Sections 62-133, 62-133.2, 62-134, and 62-135 of the North Carolina General Statutes (“N.C.G.S.”) and Rule R1-17 of the regulations of the North Carolina Utilities Commission (“Commission”). In support of the Application, the Company is pre-filing Direct Testimony and Exhibits, as well as Commission Form E-1, Rate Case Information Report – Electric Companies.

Portions of the Application contain confidential information, primarily addressing project costs and capital expenditures. The information designated by the Company as confidential qualifies as “trade secrets” under N.C.G.S. § 66-152(3). If this information were to be publicly disclosed, it would allow competitors, vendors, and other market participants to gain access to the projected or actual costs for goods or services that will be or have been competitively bid. Public disclosure of this information may provide commercial value to external vendors and may ultimately result in harm to ratepayers. Pursuant to N.C.G.S. § 132-1.2, the Company requests that the information marked “Confidential” be protected from public disclosure. The Company is filing all pages designated as confidential under seal and will make the information available to other parties pursuant to an appropriate nondisclosure agreement.

Pursuant to N.C.G.S. § 62-300(a)(3), the Company has paid the filing fee of \$500.00 via the Commission website.

Pursuant to Commission Rule R1-28(e)(1), the Company plans to deliver 12 paper copies of the entire filing to the Commission on April 1, 2024.

If you have any questions, please do not hesitate to contact me.

Sincerely,

/s/ Lauren W. Biskie

Lauren W. Biskie
Senior Counsel

cc: Christopher J. Ayers, Executive Director, Public Staff – North Carolina Utilities
Commission
Lucy E. Edmondson, Chief Counsel, Public Staff – North Carolina Utilities
Commission



**Dominion
Energy[®]**

**Application and Exhibits of
Virginia Electric and Power
Company, d/b/a Dominion
Energy North Carolina**

**Before the North Carolina
Utilities Commission**

**In the Matter of
Application of Virginia Electric
and Power Company, d/b/a
Dominion Energy North Carolina,
for Adjustment of Rates and
Charges Applicable to Electric
Utility Service in North Carolina**

PUBLIC VERSION

Docket No. E-22, Sub 694

Filed: March 28, 2024

**STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH**

DOCKET NO. E-22, SUB 694

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of
Application of Dominion Energy North Carolina)
for Adjustment of Rates and Charges Applicable) APPLICATION
to Electric Service in North Carolina)

Pursuant to Sections 62-133, 62-133.2, 62-134, and 62-135 of the North Carolina General Statutes (“N.C. Gen. Stat.”) and North Carolina Utilities Commission (“Commission”) Rule R1-17, Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina (“DENC” or the “Company”), makes this Application for authority to adjust and increase its retail electric rates and charges, to become effective on and after May 1, 2024, unless suspended by the Commission in accordance with N.C. Gen. Stat. § 62-134(b).

In support of this Application, the Company respectfully shows the Commission the following:

1. The Company’s headquarters are located at 120 Tredegar Street, Richmond, Virginia 23219. The post office address for the Company is P.O. Box 26666, Richmond, Virginia 23261.

2. The attorneys for the Company are:

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3. Copies of all pleadings, testimony, orders, and correspondence in this proceeding should be served upon the attorneys listed above.

The Company

4. The Company is a wholly-owned subsidiary of Dominion Energy, Inc. that generates and distributes electricity for sale in North Carolina and Virginia. In Virginia, the Company conducts business under the name Dominion Energy Virginia. In North Carolina, it is a public utility conducting business as Dominion Energy North Carolina and is engaged in the business of generating, transmitting, distributing, and selling electric power and energy to the public for compensation. As such, the Company's operations in the State are subject to the jurisdiction of the Commission. The Company is

also a public utility under the Federal Power Act, and certain of its operations are subject to the jurisdiction of the Federal Energy Regulatory Commission. The Company is an operating subsidiary of Dominion Energy, Inc.

5. DENC serves over 127,000 customers in North Carolina, with a service territory of about 2,600 square miles in northeastern North Carolina, including Roanoke Rapids, Ahoskie, Williamston, Elizabeth City, and the Outer Banks. DENC serves major industrial facilities as well as commercial and residential customers. During the 2023 test year, the Company's North Carolina jurisdictional sales totaled 3.9 million megawatt-hours ("MWh"). In addition, the Company provides power and/or transmission services to the North Carolina Electric Membership Corporation, the North Carolina Eastern Municipal Power Agency, and the Town of Windsor.

Requested Rate Increase and Basis for Relief

6. The Company last came before the Commission for a general rate case in 2019 in Docket No. E-22, Sub 562 ("2019 Rate Case"). In the 2019 Rate Case, the Commission authorized a return on common equity ("ROE") of 9.75%.¹

7. Since the 2019 Rate Case, DENC has continued to make significant investments to fulfill its obligation to provide safe, reliable, and cost-effective service to its North Carolina customers. These investments have expanded the Company's renewable generation portfolio and further reduced its carbon footprint, continued the Company's efforts to enhance system reliability, helped ensure environmental compliance. However, as the Company demonstrates through this Application, current

¹ See Order Accepting Public Staff Stipulation in Part, Accepting CIGFUR Stipulation, Deciding Contested Issues, and Granting Partial Rate Increase, Docket No. E-22, Subs 562 and 566 (Feb. 24, 2020); Order Deciding Motions for Reconsideration and Clarification, and Requiring Implementation of New Rates, Docket No. E-22, Subs 562 and 566 (July 28, 2020).

rates do not provide for full recovery of these important investments. The fully-adjusted test period presented by the Company in this case shows a North Carolina jurisdictional ROE of 5.01% based on current tariff rates.

8. In order to reestablish the Company's rates as just and reasonable pursuant to N.C. Gen. Stat. § 62-130 *et seq.*, the Company's pre-filed testimony supports an incremental base non-fuel revenue requirement of \$56.6 million. Consistent with the Company's approach in the 2019 Rate Case, the Company intends to implement proposed rates on a temporary basis subject to refund on November 1, 2024, under the authority of N.C. Gen. Stat. § 62-135, assuming that the Commission suspends the operation of the Company's rates requested in this Application. In such a scenario, the Company proposes that new permanent rates as approved by the Commission become effective on and after February 1, 2025.

9. The Company's proposed incremental revenue requirement is based on a test period ending December 31, 2023. As permitted by N.C. Gen. Stat. § 62-133(b) and (c) and Commission Rule R1-17, the Company has updated the 2023 test period with estimates of changes to certain revenues, expenses, and investments through June 30, 2024. The Company will file supplemental testimony during August 2024 to replace the estimates of revenues, expenses, and investments for June 30, 2024, included in this initial filing with actual amounts. Company Witnesses Paul M. McLeod and Christopher J. Lee address the test year, adjustments, and projections to June 30, 2024, in their testimony.

10. The net effect of these combined adjustments to the Company's rates on November 1, 2024, will be an overall rate increase for a typical residential customer

using 1,000 kWh per month on Schedule 1 of approximately 14.34% compared to rates currently in effect, from \$133.10 to \$152.18, which remains very competitive with other electric service providers in the region. As Appendix 1 to the Company's Application² shows, the overall rate impact to all customer classes is projected to be a net increase on November 1, 2024.

11. With regard to the base fuel factor, the rates presented in the Application use the currently approved base fuel and Rider A rates for each class as a proposed "placeholder" base fuel rate, as discussed by Company Witness Christopher C. Hewett. The Company plans to supplement this placeholder base fuel rate after DENC files its annual fuel factor application in August 2024, with actual fuel rate information for the 12-month period ending June 30, 2024. The Company projects that a decrease to the base fuel rate combined with a significantly reduced experience modification factor ("EMF") will result in a reduced total fuel rate to become effective February 1, 2025. Company Witnesses Hewett and Jeffrey D. Matzen provide information on the projected base fuel and EMF changes in their testimony. As Company Witness C. Alan Givens describes, the net effect of the combined adjustments to the Company's rates on November 1, 2024, including the non-fuel base rate increase and the projected fuel decrease anticipated in the Company's 2024 fuel factor adjustment filing, is projected to be an overall decrease of approximately 3.13% for a typical residential customer using 1,000 kWh per month on Schedule 1 compared to rates currently in effect, from \$133.10 to \$128.93, to 12.89 c/kWh.

² Appendix 1, Page 2 of 2 presents DENC's projected total change and percentage change to customers' rates anticipated to become effective November 1, 2024.

Major Case Drivers

12. DENC's request to increase its base rates is necessary because its current rates are no longer "just and reasonable," because they are increasingly insufficient to recover the Company's costs to serve its customers and to provide the return required by the investors who fund its capital requirements. Several factors are contributing to the insufficiency of the Company's current rates to recover its costs.

13. A significant portion of the non-fuel rate increase requested in this Application is needed to recover the significant investments in generation, transmission, and distribution infrastructure that the Company has made for the benefit of its North Carolina customers since the 2019 Rate Order.

14. In its generation fleet, since the 2019 Rate case, the Company has invested \$1 billion to bring on-line ten regulated solar facilities totaling approximately 544 MW in aggregate. DENC also brought online its first two utility-scale battery energy storage systems in service, with a total capacity of 32 MW, an approximate \$63 million investment. Additionally, the Coastal Virginia Offshore Wind ("CVOW") Pilot Project, with 12 MW capacity, came online in 2021, at an approximate cost of \$295 million. All of these system resources are online and producing electric power for customers' benefit. The Company also invested over \$480 million in its nuclear fleet from 2019 through 2023 to ensure the continued safe, reliable, and efficient operation of these crucial resources, and has begun to invest in projects related to Subsequent License Review ("SLR") to ensure continued operation of these units for years to come, with approximately \$985 million invested in these efforts since the 2019 Rate Case.

15. The Company has also made significant investments to expand and strengthen its transmission and distribution infrastructure in northeastern North Carolina and throughout its system. During the last five years, the Company has spent approximately \$316 million on transmission improvements in North Carolina and, over the next three years. In addition, the Company has invested approximately \$47 million in its North Carolina distribution system over the last five years related to new or upgraded infrastructure to support load growth and improve reliability. All of these investments further the Company's core mission of ensuring reliability, operational excellence, and efficient service for customers.

16. The 2019 Rate Order approved the Company's request to continue the deferral established in the Company's 2016 rate case, Docket No. E-22, Sub 532, of costs incurred to comply with federal and state environmental regulations associated with managing coal combustion residuals ("CCR"), including excavating and disposing of CCR in lined, permitted landfills or sending for recycling/beneficiation. With this Application, the Company is seeking authorization to recover deferred CCR asset retirement obligation expenditures incurred from July 1, 2019 through June 30, 2024, which represent prudent investments in environmental compliance projects at its coal generating sites to comply with federal and state law. As discussed and detailed by Company Witnesses Edward H. Baine and Jeffrey G. Miscikowski, the compliance cost expenditures from July 1, 2019 through June 30, 2024, were approximately \$621 million.

17. Other factors contributing to the need for this request include the significant increase – approximately \$10 million – of purchased power expenses (both capacity and energy) since the 2019 Rate Case. The Company is also experiencing

significant cost pressures from a combination of persistent inflation, high interest rates, and higher costs such as contract labor, material, pension and other employee benefits, among other factors.

Return on Equity and Capital Structure

18. The Company shows through this Application that existing rates do not provide DENC a reasonable opportunity to earn a fair ROE because its current rates are insufficient to adequately recover the costs to serve its North Carolina customers. As noted above, the Company's earned ROE, as demonstrated in its fully-adjusted test period presented in this case, was only 5.01% compared to its authorized ROE of 9.75%. Accordingly, DENC's existing rates are no longer just and reasonable.

19. Company Witness Jennifer E. Nelson's testimony supports a range of 9.90% to 11.40% for the Company's current cost of equity, and the Company is requesting that the Commission approve an authorized ROE of 10.60%. Consistent with North Carolina Supreme Court precedent that requires the Commission to consider the impact on customers of changing economic conditions when determining an appropriate ROE, Company Witness Nelson also presents evidence on such economic conditions that shows that the 10.60% ROE proposed by the Company is fair and reasonable to the Company, its shareholders and its customers, is not unduly burdensome to customers, and appropriately balances the interests of customers with the Company's need to access capital.

20. The Company is requesting that the Commission approve a capital structure based on DENC's actual experience as of December 31, 2023, consisting of 46.15% long-term debt and 53.85% common equity. Company Witness Richard M.

Davis, Jr. supports the requested capital structure in his testimony. Complementing the testimony of Company Witness Nelson, Witness Davis provides additional evidence highlighting DENC's significant capital needs in support of the Company's proposed capital structure, ROE, and requested overall rate of return.

21. Importantly, the Company is requesting that the Commission authorize DENC's equity and debt capital needs at a level that assures confidence in the Company's financial soundness and that will be minimally adequate, under efficient management, to enable DENC to maintain and support its credit requirements and to raise the capital necessary to continue providing safe and reliable service to its customers. The Company is continuing to make significant investments in generation, transmission and distribution infrastructure, and environmental compliance projects, to fulfill its obligation to provide safe, reliable, and cost-effective electric service to its customers and maintain compliance with environmental requirements. For the period 2025 to 2029, the Company is planning overall capital investments of approximately \$35.5 billion, of which significant amounts are projected to be made for electric transmission and solar, storage, and offshore wind investments, as well as electric distribution, nuclear and SLR, and maintenance capital. As discussed by Company Witnesses Baine and Davis, in order to carry out this substantial infrastructure growth plan, the Company must be able to obtain capital at the lowest reasonable cost for customers.

Accounting and Tariff Proposals

22. The Company is also requesting Commission approval to defer potential future benefits from nuclear production tax credits ("NPTCs") pursuant to the 2022 Inflation Reduction Act ("IRA") to a regulatory liability account to be addressed in a

future rate case. Deferral of any such benefits the Company receives will benefit customers by reducing the Company's cost of service and revenue requirement in future rate cases.

23. The Company is also proposing to begin recognizing for ratemaking purposes Asset Retirement Obligation ("ARO") costs other than those related to nuclear decommissioning and CCR remediation in the manner that these AROs are recognized for financial accounting purposes and to transition from amortizing CCR expenditures through deferral to incorporating an ongoing annual level of CCR remediation expenses in the Company's cost of service. These accounting proposals are addressed by Company Witnesses McLeod and Lee.

24. Additionally, the Company is proposing a new experimental small general service electric vehicle rate schedule, designated Schedule SGS-EV, to address, promote, and incentivize third party development and investment in electric vehicle ("EV") charging. Company Witness C. Alan Givens discusses this proposal. Company Witness Christopher C. Hewett presents the Company's proposed new residential time of use ("TOU") rate schedule, which is intended to improve the accuracy of price signals and alignment between customer charges and usage behaviors. Finally, Company Witness Jerri A. Brooks presents proposed revisions to the Company's "line extension plan" or "LEP" portion of our Terms and Conditions and Witness Givens presents other proposed changes to the Terms and Conditions of Service.

Rates

25. Copies of the rates now in effect, and which the Company is proposing to change, are attached as Exhibit I. The proposed schedules of rates and charges that the

Company is seeking to place in effect, attached hereto as Exhibit II, are filed in accordance with the provisions of N.C. Gen. Stat. § 62-134 and Commission Rule R1-17 and have a proposed effective date of May 1, 2024, pursuant to N.C. Gen. Stat.

§ 62-134(a). The rates set forth in Exhibit I are unjust and unreasonable because they do not permit the Company to fully recover its cost of service and to earn a fair rate of return on its debt and equity investments. Based on the adjusted test period ending December 31, 2023, updated to June 30, 2024, the ROE on North Carolina retail rate base, as shown on Company Exhibit PMM-1, Schedule 1, is only 5.01% compared to the ROE requested by the Company of 10.60%. Cost allocations are addressed by Company Witness Robert E. Miller and rates are addressed by Company Witness C. Alan Givens.

26. The Company's apportionment of the proposed base non-fuel revenue increase among the customer classes is designed to fairly assign the increase in base rates in a manner that moves the inter-class rates of return toward parity.

Compliance Filings

27. As required by Commission Rule R1-17(b)(9)(f), Appendix 1 of this Application contains a one-page summary of all proposed increases and changes affecting customers. Summary sheet 1 presents the impact of proposed changes to non-fuel base rate changes, including the Placeholder Base Fuel Rate and the existing EMF, and other riders. Summary sheet 2 presents the impact of proposed changes to the non-fuel base rate changes, the Projected Base Fuel Rate and projected EMF, and other riders.

28. Appendix 2 is the report required by N.C. Gen. Stat. § 62-155(e) regarding the probable effect of the proposed rates on peak demand and an estimate of the kilowatt

hours of electricity that will be used by its customers during the ensuing one year and five years from the time such rates are proposed to become effective.

29. As part of this application, and pursuant to Rule R1-17, the Company includes the following exhibits:

Exhibit I	Present Charges (R1-17(b)(1))
Exhibit II	Proposed Charges (R1-17(b)(2))
Exhibit III	Original Cost of Electric Property (R1-17(b)(3))
Exhibit IV	Present Fair Value of Electric Property (R1-17(b)(4))
Exhibit V	Accumulated Provision for Depreciation and Amortization (R1-17(b)(5))
Exhibit VI	Material and Supplies (R1-17(b)(6))
Exhibit VII	Cash Working Capital (R1-17(b)(7))
Exhibit VIII	Operating Experience (R1-17(b)(8))
Exhibit IX	Effect of Proposed Increase (R1-17(b)(9))
Exhibit X	Balance Sheets and Income Statements (R1-17(b)(10))

30. The Company's Commission Form E-1 is filed with this Application in compliance with Commission Rule R1-17(b)(12)(a) and is incorporated herein by reference.

31. Pursuant to Rule R1-17(b)(13), the Company's Application is supported by the direct testimony and related exhibits of Company Witnesses Edward H. Baine, Richard M. Davis, Jr., Jennifer E. Nelson, Jeffrey G. Miscikowski, Kevin L. Fields, Robert E. Miller, Paul M. McLeod and Christopher J. Lee, C. Alan Givens, Jeffrey D. Matzen, Christopher C. Hewett, and Jerri A. Brooks.

WHEREFORE, the Company respectfully requests that the Commission approve the rates filed as Exhibit II, effective May 1, 2024.

Respectfully submitted, this the 28th day of March, 2024.

DOMINION ENERGY NORTH CAROLINA

By: /s/Mary Lynne Grigg
Counsel

Counsel for Virginia Electric and Power Company,
d/b/a Dominion Energy North Carolina

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VERIFICATION

Docket No. E-22, Sub 694

I, Corynne S. Arnett, Executive Vice President, Regulatory Affairs, for Virginia Electric and Power Company, do solemnly swear that the facts stated in the foregoing Application, insofar as they relate to Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina, are true and correct to the best of my knowledge and belief.

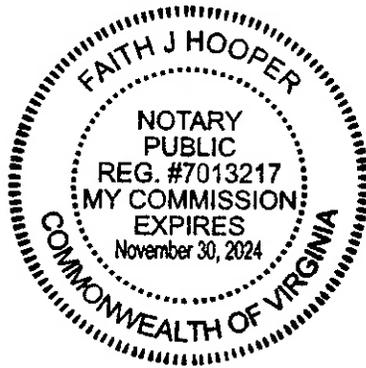
Corynne S. Arnett
Corynne S. Arnett

COMMONWEALTH OF VIRGINIA)
) to wit:
City of Richmond)

The foregoing instrument was sworn to and acknowledged before me this 21st day of March, 2024.

Faith J. Hooper
Notary Public

My registration number is 7013217 and my commission expires: 11/30/24



CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Application for Adjustment of Rates and Charges, as filed in Docket No. E-22, Sub 694, were served electronically or via U.S. mail, first-class, postage prepaid, upon all parties of record.

This, the 28th day of March, 2024.

/s/Mary Lynne Grigg

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*Attorney for Virginia Electric and Power
Company, d/b/a Dominion Energy North
Carolina*

NCUC Docket No. E-22, Sub 694**Application of Dominion Energy North Carolina for Adjustment of Rates and Charges
Applicable to Electric Service in North Carolina****TABLE OF CONTENTS**

Appendix 1 – Summary of Present Rates Versus Proposed Rates (R1-17(b)(9)(f))

Appendix 2 – Report under N.C.G.S. §62-155(e)

NCUC Rule R1-17 Exhibits

Exhibit I – Present Charges (R1-17(b)(1))

Exhibit II – Proposed Charges (R1-17(b)(2))

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Exhibit VIII – Operating Experience (R1-17(b)(8))

Exhibit IX – Effect of Proposed Increase (R1-17(b)(9))

Exhibit X – Balance Sheets and Income Statements (R1-17(b)(10))

Testimony and Exhibits (R1-17 (b) (13))

Direct Testimony of Edward H. Baine

Direct Testimony and Exhibit of Richard M. Davis

Direct Testimony and Exhibits of Jennifer E. Nelson

Direct Testimony of Jeffrey G. Miscikowski

Direct Testimony of Kevin L. Fields

Direct Testimony and Exhibit of Robert Miller

Direct Testimony and Exhibit of Paul M. McLeod and Christopher J. Lee

Direct Testimony and Exhibit of C. Alan Givens

Direct Testimony and Exhibit of Jeffrey D. Matzen

Direct Testimony and Exhibit of Christopher C. Hewett

Direct Testimony of Jerri A. Brooks

NCUC Form E-1 – Rate Case Information Report (R1-17 (b) 12))

Dominion Energy North Carolina
Docket No. E-22 – Sub 694
Appendix 1

Dominion Energy North Carolina (“Company’s”) filing includes a Pursuant to Sections 62-133, 62-133.2, 62-134, and 62-135 of the North Carolina General Statutes (“N.C. Gen. Stat.”) and North Carolina Utilities Commission (“Commission”) Rule R1-17, Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina (“DENC” or the “Company”), makes this Application for authority to adjust and increase its retail electric rates and charges, to become effective on and after May 1, 2024, unless suspended by the Commission in accordance with N.C. Gen. Stat. § 62-134(b).

In this application, the Company has identified present total base service revenues under current rates for the 2023 test period of \$392,568,168 and requested that the Commission allow it to recover total base service revenues of \$449,192,492 effective 5/1/2024.

The proposed revenue increase for each Rate Year is distributed among classes of customers as follows:

Customer /Rate Class	Present Base Revenues*	Base Revenue Increase*	Percentage Increase in Base Revenues
Residential	\$197,901,067	\$29,876,393	15.0966%
SGS & PA	\$77,891,836	\$12,786,177	16.4153%
LGS	\$45,002,677	\$5,455,529	12.1227%
Schedule NS	\$46,681,065	\$4,446,205	9.5246%
6VP	\$19,006,645	\$2,013,229	10.5922%
Outdoor Lighting	\$6,015,064	\$2,035,411	33.8386%
Traffic	\$69,815	\$11,031	15.8006%
Total Revenue/ Increase	\$392,568,168	\$56,623,974	14.4240%

All proposed changes to the Company's rate schedules are shown in **Exhibit II** in the application. The energy rates shown on the rate schedules in **Exhibit II** include the proposed base fuel and fuel-related adjustment rates as filed by the Company in Docket No. E-22, Sub 694. Present and proposed base fuel and fuel-related adjustment rates by customer or rate class are as follows:

Customer/ Rate Class	Present Base Fuel Rate	Present Fuel-Related Adjustment Rate (Rider A)	Proposed Base Fuel Rate (Placeholder)	Proposed Fuel-Related Adjustment Rate (Rider A)
Residential	\$0.02118	\$0.013755	\$0.034935	\$0.000000
SGS & PA	\$0.02115	\$0.013753	\$0.034903	\$0.000000
LGS	\$0.02098	\$0.013675	\$0.034655	\$0.000000
Schedule NS	\$0.02036	\$0.013223	\$0.033583	\$0.000000
6VP	\$0.02065	\$0.013417	\$0.034067	\$0.000000
Outdoor Lighting	\$0.02118	\$0.013755	\$0.034935	\$0.000000
Traffic	\$0.02118	\$0.013755	\$03034935	\$0.000000

The proposed revenues stated above, do not include the impacts from various riders that have been approved by the Commission in separate proceedings, or that may be approved in future annual proceedings. The current list of riders applicable to the Company's rate schedules are as follows:

- Rider A Fuel Cost Rider
- Rider B Experience Modification Factor (EMF)
- Rider B1 Experience Modification Factor (EMF)
- Rider C Demand Side Management/ Energy Efficiency Rider
- Rider CE DSM/EE Experience Modification Factor (DSM/EE EMF)
- Rider RP Renewable Energy & Energy Efficiency Portfolio Standard Rider
- Rider RPE RPS Experience Modification Factor (REPS EMF)

The current amounts of the riders listed above can be found at the Company's website at <https://www.dominionenergy.com/north-carolina-electric/rates-and-tariffs>

Monthly Bill Impact

The proposed total monthly bill for a residential customer served under Schedule 1 using 1,000 kWh per month, including base rates and all such rate riders as currently approved would be as follows:

Year	<u>Before Increase</u>	<u>After Increase</u>	<u>Dollar Change</u>	<u>% Change</u>
2024	\$133.11	\$152.18	\$19.08	14.3%

Appendix 2

REPORT UNDER N.C.G.S 62-155(e)

The Company's load forecast process involves forecasting sales at a customer class level. The sales model incorporates monthly sales data for residential, commercial, industrial, public authority, street and traffic lighting, and wholesale customers. The monthly sales equations use a statistically adjusted end-use method that incorporates heating, cooling, and non-weather sensitive factors into the model.

The Company's load forecasting model also incorporates retail electric prices in the forecast equations. In general, the electric price variable is negatively correlated with load. For example, if the price of electricity increases, consumption would fall.

The estimated impact of the North Carolina base rate increase on the system-wide sales for the Dominion Load Serving Entity ("DOM LSE") is a marginal -0.0066%. The effect of the proposed North Carolina base rate increase on system peak demand is forecasted to be negligible.

System-wide Sales Impact for DOM LSE (MWh)	2023	2023-2027
<i>Proposed NC Base Rate</i>	<i>N/A</i>	<i>500,625,837 MWh</i>
<i>Current NC Base Rate</i>	<i>94,086,389 MWh</i>	<i>500,658,624 MWh</i>
<i>Delta:</i>	<i>N/A</i>	<i>-32,787 MWh</i>

R1 -17 (b) (1)

PUBLIC

CONFIDENTIAL INFORMATION REDACTED

EXHIBIT I
DOMINION ENERGY NORTH CAROLINA
PRESENT CHARGES

The table of contents, rate schedules, riders, and Terms and Conditions which the applicant seeks to change are as follows:

Table of Contents

Terms and Conditions for Supplying Electricity and Riders

I	-	Definitions
IV	-	Service Connections
V	-	Location of Company's Equipment
IX	-	Deposits
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Virginia Electric and Power Company

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TERMS AND CONDITIONS

I. DEFINITIONS

Certain words and phrases as used in this filing shall be understood to have the following meaning:

1. “Applicant” - Any person, group of persons, association, partnership, firm or corporation requesting a supply of electricity from the Company.
2. “Cogeneration” - A process that simultaneously produces two forms of useful energy, electric power and steam.
3. “Commission” - North Carolina Utilities Commission
4. “Company” - Virginia Electric and Power Company
5. “Customer” - Any person, group of persons, association, partnership, firm, corporation, and the associated account, as applicable, purchasing electricity or services from the Company.
6. “Delivery Point” - The point where the Company's conductors for supplying electricity are connected to the Customer's conductors for receiving the electricity, unless otherwise specified in the Agreement for the Purchase of Electricity executed between the Company and the Customer.
7. “Excess Distribution and Substation Facilities” - All distribution and substation facilities provided by the Company in addition to those the Company normally would provide to supply electricity to the Customer at one Delivery Point.
8. “Excess Transmission Facilities” - All transmission facilities provided by the Company in addition to those the Company normally would provide to supply electricity to the Customer at one Delivery Point.

(Continued)

TERMS AND CONDITIONS

I. DEFINITIONS (Continued)

9. “Natural Disaster Victim” - A Customer whose premises are located in an area designated by the Governor of North Carolina as a natural disaster area, where such premises to which the Company provides electricity have been damaged as a result of the declared natural disaster.
10. “Rate Schedules” - The Company’s rate schedules applicable to Customers purchasing electricity.
11. “Small Power Producer” - A producer with production facilities that use biomass, waste or renewable resources, including wind, solar and water, to produce electric power.

Virginia Electric and Power Company

TERMS AND CONDITIONS

IV. SERVICE CONNECTIONS

A. The normal electric service provided by the Company to a Customer's unique load shall be at one Delivery Point, at the mutually agreed characteristics, and metered at the Delivery Point. The Company will apply its rates and charges to Customers on the basis of the facilities normally provided by the Company to serve the demand requirements of the Customer.

B. A service connection charge of \$37.66 will be made whenever service (other than temporary service) is initiated by any Customer at a specified Delivery Point, or resumed after discontinuance at the Customer's request. This charge shall apply to each separate Delivery Point and will be in addition to any other charges required to provide the Customer with electricity.

C. The Company will make application for the permits and acquire the easements necessary for it to provide service to the property occupied by the Applicant or Customer, except that Applicant or Customer may be required to assist in securing such permits and easements on private property. The Applicant or Customer will apply for, obtain, and deliver to the Company all other permits or certificates necessary to give the Company the right to connect its conductors to the Applicant's or Customer's wiring, and access for all other proper purposes, including an easement from the landowner for the Company's facilities. The Company shall not be required to supply electricity until a reasonable time has elapsed after the Company has obtained or received all necessary permits, certificates, and easements. The Company shall further not be obligated to supply electricity until Applicant or Customer has properly prepared the site for installation of the Company's facilities. This preparation is to include, but not be limited to, surveying, staking, grading and clearing of vegetation and debris, as required by the Company.

D. Should any change(s) in the service connection furnished to the Customer by the Company be made necessary by any requirement of public authority, the entire cost of such changes on the Customer's side of the Delivery Point shall be borne by the Customer.

E. All electricity will normally be metered at the voltage delivered to the Customer; however, the Company reserves the right, where it desires for its own purposes, to meter the electricity on the Company's side of the transformer or transformers, but the Customer will then be allowed a discount of 2% in the energy charge.

(Continued)

Filed 08-07-20
Electric-North Carolina

Superseding Filing Effective 01-01-18.
This Filing Effective 09-01-20.

Docket No. E-22, Sub 562

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Virginia Electric and Power Company

TERMS AND CONDITIONS

IV. SERVICE CONNECTIONS (Continued)

F. Whenever a Customer requests that the Company supply electricity to a single premise in a manner which requires equipment and facilities in excess of those which the Company would normally provide, and the Company finds it practical to do so, such excess equipment and facilities will be provided under the following conditions:

1. Electricity will be supplied only to a single premise consisting of contiguous property whose surface is not divided by any dedicated public street, road, highway, or alley or by property not owned or leased by the Customer.
2. The facilities supplied shall be of a kind and type of transmission or distribution line or substation equipment normally used by or acceptable to the Company and shall be installed in a place and manner satisfactory to the Company. All equipment provided and installed by the Company shall be and remain the property of the Company. When excess facilities are provided to supply electricity at more than one Delivery Point, the primary facilities interconnecting the Delivery Points shall be located on the Customer's premise.
3. Excess facilities, or those facilities provided by the Company in addition to those facilities normally provided to supply electricity to the Customer at one Delivery Point, may be installed by the Company under either of the following options:
 - a. The Customer agrees to pay the Company (i) a One-time Facilities Charge equal to the estimated new installed cost of all excess facilities provided by the Company, multiplied by a Tax Effect Recovery Factor, pursuant to Rider D – Tax Effect Recovery, plus (ii) a Monthly Facilities Charge equal to 0.39% of the estimated new installed cost of all Excess Distribution and Substation Facilities, provided by the Company, plus 0.13% of the estimated new installed cost of all Excess Transmission Facilities provided by the Company, which includes replacement and maintenance charges for the excess facilities. The Monthly Facilities Charge will be in addition to the charge for electricity in accordance with the applicable Rate Schedule.

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Virginia Electric and Power Company

TERMS AND CONDITIONS

IV. SERVICE CONNECTIONS (Continued)

- b. Electricity will continue to be supplied as follows only to those served locations that were contracting for service in accordance with the following provisions prior to May 25, 1988.

The Customer must (i) agree to pay the Company a One-time Facilities Charge equal to the estimated new installed cost of all excess facilities multiplied by a Tax Effect Recovery Factor, pursuant to Rider D – Tax Effect Recovery and (ii) agree to reimburse the Company for any expenditures required for the replacement and maintenance of such facilities, necessary to provide a continuous supply of electricity to the Customer. The Company will, whenever possible, review the anticipated replacement and maintenance costs with the Customer before the additional facilities are installed. However, emergency conditions may not allow for review of the estimated charges prior to such installation but such charges will still apply. The Facilities Charge and reimbursement of Company expenditures for replacement and maintenance will be in addition to the charge for electricity in accordance with the applicable Rate Schedule.

- c. The Customer agrees to pay the Company a Monthly Facilities Charge equal to 1.08% of the estimated new installed cost of all Excess Distribution and Substation Facilities, provided by the Company, plus 0.84% of the estimated new installed cost of all Excess Transmission Facilities provided by the Company, in addition to those the Company would normally provide to supply electricity to the Customer at one Delivery Point. The Monthly Facilities Charge will be in addition to the charge for electricity in accordance with the applicable Rate Schedule.
- d. Electricity will continue to be supplied as follows only to those locations that were contracting for service prior to January 1, 2011.

(Continued)

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Electric-North Carolina

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This Filing Effective 09-01-20.

Docket No. E-22, Sub 562

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Virginia Electric and Power Company

TERMS AND CONDITIONS

IV. SERVICE CONNECTIONS (Continued)

The Customer agrees to pay the Company (i) a One-time Facilities Charge equal to the estimated new installed cost of all excess facilities provided by the Company, multiplied by a Tax Effect Recovery Factor, pursuant to Rider D – Tax Effect Recovery, plus (ii) a Monthly Facilities Charge equal to 43% of the estimated new installed cost of all excess facilities provided by the Company, which includes replacement and maintenance charges for the excess facilities. The Monthly Facilities Charge will be in addition to the charge for electricity in accordance with the applicable Rate Schedule.

The Customer agrees to pay the Company a Monthly Facilities Charge equal to 1.08% of the estimated new installed cost of all excess facilities, provided by the Company in addition to those the Company would normally provide to supply electricity to the Customer at one Delivery Point. The Monthly Facilities Charge will be in addition to the charge for electricity in accordance with the applicable Rate Schedule.

4. The monthly charges contained in subparagraph 3., above, will be billed monthly and will be in addition to the normal charges for electricity in accordance with the applicable Rate Schedule.
5. Whenever a Customer requests the Company to provide an alternate source of supply that the Company would not normally provide, the Facilities Charge for the alternative supply facilities shall be calculated as in subparagraph 3., above. When the facilities used to provide alternate service to a Customer are also used to serve other customers, the cost of such facilities shall be included in the calculation of the Facilities Charge only in the proportion that the capacity reserved for alternate service to the Customer bears to the operating capacity of such facilities.
6. The Company shall not be required to make such installations of equipment and facilities in addition to those normally provided until the Customer has signed such agreements and fulfilled such other conditions as may be required by the Company.

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Electric-North Carolina

Superseding Filing Effective 01-01-18.
This Filing Effective 09-01-20.

TERMS AND CONDITIONS

V. LOCATION OF COMPANY'S EQUIPMENT

A. The Company shall have the right to install, in locations suitable to the Company, any poles, lines, transformers, or any other equipment on the property occupied by the Customer which, in the Company's judgment, are necessary and appropriate to provide in supplying electricity to the Customer.

B. The Customer shall provide suitable space for the installation of the necessary metering apparatus, and such space shall be:

1. Substantially free from vibration.
2. An outside location for all residential services unless otherwise approved by the Company; or, and an outside location, where practicable, for commercial, industrial, or large residential apartment premise. The Company reserves the right to designate the meter location.
3. Unobstructed, readily accessible, safe, and convenient for reading, testing and servicing by the Company.
4. Protected from damage by the elements or the negligent or deliberate acts of persons.

C. All equipment furnished and installed by the Company shall be and remain the property of the Company.

TERMS AND CONDITIONS

IX. DEPOSITS

A. As permitted by Chapter 12 of the Rules and Regulations of the Commission regarding the establishment or re-establishment of credit, the Company may require the Applicant or Customer to deposit with the Company initially and from time to time, as a guarantee of payment for electricity used, such amounts of cash or other security as in the Company's judgment will secure the Company from loss. Deposits for estimated electricity charges for the upcoming twelve months shall not exceed the Customer's estimated liability for two-twelfths of such estimated electricity charges. Deposits for seasonal service shall not exceed one-half of the estimated electricity charges for the season during which the Company is to supply electricity to the Customer. If a deposit is required, the Company shall not be bound to supply electricity until the appropriate deposit is paid, and the Company may discontinue the supply of electricity if the appropriate deposit is not paid.

B. The Company may require a Customer on whose premise the Company's meter, wires or other apparatus have in any manner been tampered with, or damaged in such a way as to prevent the meter from recording under seal the amount of electricity supplied, to deposit with the Company such reasonable amounts of cash as will ensure payment for repairs in the event of future tampering or damage.

C. The collection, retention, interest payment, and refund of all such deposits shall be in accordance with Chapter 12 of the Rules and Regulations of the Commission establishing uniform rules for the collection of Customer deposits.

D. Simple interest will be paid on deposits at the rate of eight percent per annum, provided such deposits remain with the Company for a period of longer than 90 days. Upon request from a Customer, the Company will pay accrued interest annually either by direct refund or credit to the Customer's account.

TERMS AND CONDITIONS

X. BILLING AND RE-BILLING OF METERED AND UNMETERED SERVICES

A. When meters are installed by the Company to measure the electricity used by the Company's Customers, all charges for electricity used, except certain minimum charges, shall be calculated from the readings of such meters. Charges for electricity used will be based on the readings of meters owned and operated solely by the Company, applicable contract minimum dollar amount, or the estimated kWh usage since the last meter reading. The Company may for its own purposes use meters that are read remotely.

B. Normally electricity will be furnished through one Delivery Point and one set of metering apparatus and will be billed separately on the applicable Rate Schedule selected by the Customer. Residential master meter installations are prohibited by Statute 143-151.42 of the North Carolina State law. However, the Company reserves the right, where it desires for its own purposes because of the amount or characteristics of electricity required, to install two or more sets of metering apparatus, to combine the readings of meters so installed for billing purposes, and to bill these combined readings on the applicable Rate Schedule selected by the Customer. When the number of days in the billing period is less than 26 or more than 40 on a "Monthly Rate" Rate Schedule, the Company will prorate the Basic Customer Charge, any Demand Charge, and each kWh block size for all kWh blocks with the exception of the last kWh block. If the Rate Schedule does not include blocked kWh charges, proration is not required as the kWh charge does not change with usage.

C. All electricity will normally be metered at the voltage delivered to the Customer; however, the Company reserves the right, where it desires for its own purposes, to meter the electricity on the Company's side of the transformer or transformers, but the Customer will then be allowed a discount of 2% in the energy charge.

D. Meters in service may be tested by the Company, the Commission or any other lawfully constituted authority having jurisdiction. When, as the result of such a test, a meter is found to be no more than 2% fast or slow, no adjustment will be made in the Customer's bills. If the meter is found to be more than 2% fast or slow because of incorrect calibration, the Company will rebill the Customer for the correct amount as calculated in accordance with the then effective applicable Commission rule.

E. Whenever it is found that, for any reason other than incorrect calibration, the metering apparatus has not registered the true amount of electricity which has been used by the Customer, billing adjustments will be made in accordance with the then effective applicable Commission Rule. In the case of tampering, interest will be charged at a rate equal to that authorized by the Commission for late payments.

(Continued)

TERMS AND CONDITIONS

X. BILLING AND RE-BILLING OF METERED AND UNMETERED SERVICES
(Continued)

- F. If, during the term of agreement for furnishing electricity to a Customer, the Customer is unable to operate his facilities, in whole or in part, because of accident, act of God, fire, or strike of the Customer's employees occurring at the location where electricity is supplied, the charge for electricity used during the period reasonably necessary to correct any such conditions will, in the discretion of the Company, be reasonably adjusted in accordance with all pertinent facts and conditions.
- G. If a Customer is a Natural Disaster Victim, the Company shall have the right to make certain adjustments to the charges for electricity assessed to the Customer. The Company may, at its discretion, adjust or waive minimum charges, temporary service charges, service connection charges, or security deposits.
- H. Customers who elected an Interval Metering Service Option (i.e., interval meters or contact closures) prior to January 1, 2011, are grandfathered on the specified charges shown in the tables below:
1. The applicable Installation Charge listed below shall be increased by the Tax Effect Recovery Factor, pursuant to Rider D - Tax Effect Recovery, and shall be paid by the Customer prior to the installation.
 2. In addition, the Customer shall pay an on-going Monthly O & M Charge that is equal to the applicable Installation Charge multiplied by the Excess Distribution and Substation Facilities charge found in Section IV.F.3.a. of the Terms and Conditions. Such payment will continue until the Interval Metering Service Option is discontinued in accordance with item 3. below.
 3. The One-time Removal Charge shall apply when either a) the Customer requests removal of the Interval Metering Service Option or b) the Customer discontinues electric service at the location of the Interval Metering Service Option.

(Continued)

TERMS AND CONDITIONS

X. BILLING AND RE-BILLING OF METERED AND UNMETERED SERVICES
 (Continued)

The applicable Installation Charges and One-time Removal Charges for the Interval Metering Service Options are as follows:

Interval Metering Service Options Installation and Removal Charges for Interval Meters		
Type	Installation Charge	Removal Charge
Single-phase, 240 Volt, 3 wire, class 200	\$271.50	\$62.38
Single-phase, 240 Volt, 3 wire, class 320	\$216.48	\$62.38
Single-phase, 240 Volt, 3 wire, class 400 OR Three-phase, 120 Volt, 4 wire, class 400	\$787.70	\$143.75
Three-phase, 120 Volt, 4 wire, class 200 and 320, or class 10 and 20	\$233.79	\$143.75

Installation and Removal Charges for Contact Closures (for kW Data Only)		
Type	Installation Charge	Removal Charge
One Circuit (Assumes Recorder Under Glass), or Single Service (Assumes Demand Meter Installation)	\$203.77	\$108.49
Additional Circuits at Same Site (Assumes Recorder Under Glass)	\$122.40	\$27.12

(Continued)

TERMS AND CONDITIONS

X. BILLING AND RE-BILLING OF METERED AND UNMETERED SERVICES
(Continued)

4. On and after January 1, 2011, the Excess Distribution and Substation Facilities Charge in Section IV.F.3.a. or IV.F.3.c. (at the Customer's option) of the Terms and Conditions will apply to Customers electing Interval Metering Service Options.
5. The Company will own interval metering service devices used for measuring and billing the Customer for its consumption of demand and energy. The Company is responsible for the installation and removal of all meters.

TERMS AND CONDITIONS

XVI. DISCONTINUANCE OF THE SUPPLY OF ELECTRICITY

A. The Company reserves the right to discontinue furnishing electricity to a Customer, at any time without notice, upon the occurrence of any one or more of the following events:

1. Whenever the Company, in its opinion, has reasonable cause to believe that the Customer is receiving electricity without paying therefore or that the Company's meter, wires or other apparatus have in any manner been tampered with or damaged in such a way as to prevent the meter from recording under seal the amount of electricity supplied.
2. Whenever, in the Company's opinion, the condition of the Customer's wiring, equipment or appliances is either unsafe or unsuitable for receiving electricity, or when the Customer's use of electricity or equipment interferes with or may be detrimental to the supply of electricity by the Company to any other Customer.
3. Where electricity is being furnished over a line which is not owned or leased by the Company, whenever in its opinion such line is either not in a safe and suitable condition or is inadequate to receive electricity.
4. Whenever the Customer has denied a Company representative access to the Company's meter, wires or other apparatus installed on the Customer's premise.
5. Whenever in the opinion of the Company, it is necessary to prevent fraud upon the Company.

B. The Company reserves the right to discontinue furnishing electricity to a Customer, with 10 days' notice from the Company to the Customer by mail, from the date the notice was mailed, and from the date of the additional provision of electronic notice for those customers enrolled in Dominion's electronic billing program (eBill) that their bill is online and available for viewing, upon the occurrence of either one or both of the following events:

1. For nonpayment of past due bills, regardless of any amount of money on deposit with the Company.
2. For failure to comply with any of the Company's Terms and Conditions as filed with the Commission, or with any of the conditions or obligations of any agreement with the Company for the purchase of electricity.

(Continued)

TERMS AND CONDITIONS

XVI. DISCONTINUANCE OF THE SUPPLY OF ELECTRICITY (Continued)

C. The Company will discontinue the supply of electricity to a Customer whenever requested by any public authority having jurisdiction.

D. The Company reserves the right to discontinue the supply of electricity under any of the above conditions irrespective of any claims of a Customer pending against the Company, or any amounts of money on deposit with the Company as required by Section IX. of these Terms and Conditions.

E. Notice of discontinuance shall be considered to be given to a Customer when copy of such notice is left with the Customer, or left at the premise where the Customer's bill is rendered, or posted in the United States mail addressed to the Customer's last post office address shown on the records of the Company.

F. Whenever the supply of electricity is discontinued in accordance herewith, the Company shall not be liable for any damages, direct or indirect, that may result from such discontinuance.

G. In all cases where the supply of electricity is discontinued by reason of violation by the Customer of any of the provisions hereof or of any agreement with the Company for the purchase of electricity, there shall then become due and payable, in addition to the bills in default, an amount equal to the monthly minimum charge for the unexpired term of the agreement, not as a penalty, but in lieu of the income reasonably to be expected during the unexpired term of the agreement.

TERMS AND CONDITIONS

XVII. RECONNECTION OF THE SUPPLY OF ELECTRICITY

A. If the supply of electricity has been discontinued for any of the reasons covered by Section XVI - Discontinuance of the Supply of Electricity, the Company shall have a reasonable period of time in which to reconnect the Customer's service after the conditions causing discontinuance shall have been corrected.

B. If the supply of electricity has been discontinued because of improper use, or if, in the Company's opinion, its meter or wires or other apparatus have been tampered with, the Company may refuse to reconnect the Customer's service until the Customer shall have:

1. Paid all delinquent bills (except that payment of delinquent bills for goods or services that are not subject to public utility regulation shall not be a condition to reconnection under this section),
2. Paid to the Company an amount estimated by the Company to be sufficient to cover the electricity used but not recorded by the meter and not previously paid for, and
3. Made such changes in wiring or equipment as may in the opinion of the Company be proper for the Company's protection.

C. If the supply of electricity has been discontinued by the Company at the request of any public authority having jurisdiction, the Customer's service shall not be reconnected until authorization to do so has been obtained from said public authority.

D. When it is necessary to reconnect the supply of electricity, which has been discontinued for any reason(s) covered by Section XVI - Discontinuance of the Supply of Electricity, a service charge as described below shall be made:

1. During normal working hours, a charge of \$34.76 shall apply.
2. During periods other than normal working hours, a charge of \$125.68 shall apply.

E. When the Company requires past-due balances to be paid prior to reconnection, the Company may further require such payments to be made by cash, certified check, electronic debit, or money order at a Company designated payment location when, during the previous twelve months, either of the events below has occurred:

1. The Customer's electric service has been disconnected due to nonpayment of any bill for electric service.
2. The Customer has attempted to make payment by a check, draft, or electronic debit upon which the Company was initially unable to collect.

TERMS AND CONDITIONS

XIX. TESTING FACILITIES AND EQUIPMENT

A. The Company will maintain testing facilities and metering equipment, unless specifically relieved of this obligation by the Commission, in general accordance with the provisions of the American National Standard Code for Electricity Metering, as revised from time to time.

B. A suitable laboratory shall be maintained and equipped with such standard meters, instruments and facilities in accordance with the Commission's Rules and Regulations. These are to serve as reference standards for the calibration of all types of instruments normally used in the testing of watt-hour meters in service.

C. Voltmeters, ammeters, wattmeters, and other instruments shall be checked periodically against standards to insure accuracy.

Virginia Electric and Power Company

TERMS AND CONDITIONS

XXI. METER TESTS REQUESTED BY CUSTOMER

Meter tests requested by a Customer will be made as outlined below, subject to Rule R8-14 of the Commission:

A. Upon written request by a Customer, the Company will test a Company-owned meter serving such Customer without charge provided that such tests will not be made more frequently than once in 12 months. If tests of meters are required by the Customer to be made more frequently than once in 12 months, the Company will require a deposit of:

1. For single-phase meters \$60.40.
2. For poly-phase meters \$120.80.
3. If, when tested, the meter is found to be more than 2% fast, the Company shall refund or credit to the Customer the applicable deposit, as received from the Customer. Otherwise, the Company shall retain the applicable deposit.

B. The Customer, or the Customer's representative, may be present when the meter is tested.

C. A written report of the results of the test will be made to the Customer within 10 days after the completion of the test.

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Electric-North Carolina

Superseding Filing Effective 01-01-18.
This Filing Effective 09-01-20.

Docket No. E-22, Sub 562

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TERMS AND CONDITIONS

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS

A. The Company will make electric line extensions for normal service to permanent service locations in accordance with the provisions stated herein.

B. The following definitions shall apply to this Section XXII:

1. **Approach Lines** - Primary voltage facilities extending from an existing source to the limits of a recorded section of the development or subdivision being served within which (a) new buildings are awaiting electric service, (b) construction of buildings is underway and nearing completion, or (c) construction has commenced for roads, sewers or other infrastructure for which a governmental authority requires a bond. When a development or subdivision or section thereof includes wetlands, buffer zones, or other similar areas, facilities that cross such areas shall be considered as approach lines.
2. **Cost Difference** - The amount by which the estimated cost of providing underground facilities exceeds the estimated cost of providing overhead facilities. The calculation of the cost difference shall assume equivalent equipment capacity based on the Company's current standard materials and design practices.
3. **Excess of X Years' Revenue** - The amount by which the cost of installing the described facilities exceeds the annual revenue multiplied by X years. The value of X shall be as indicated.
4. **Local Distribution Lines** - Facilities within the development not otherwise defined as approach lines.
5. **Permanent Service Location** - A service location where there is no indication the requirement for service is temporary. For mobile or transportable structures, one of the following is met:
 - a. The structure is on a permanent perimeter foundation meeting the North Carolina State Building Code, Volume 1 of 5, or federal standards for manufactured mobile homes.
 - b. Service is provided to a meter pedestal in a bona fide mobile home park consisting of three or more mobile home sites and permanent roads, water and sewer is provided by the park owner.

(Continued)

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

6. Primary Voltage Facilities - This and other references to "primary" refers to electric distribution facilities operating at 2,000 Volts or more.
 7. Residential Development - For garden-type homes, row homes and duplexes, a residential development shall be a recorded development containing at least four new residences with an average density of not less than four new residences per acre. For detached single-family homes, a residential development shall be a recorded development of multiple contiguous properties that will contain at least three new residences. Developments existing prior to May 27, 1993 will be defined hereunder as a residential development only if new electric service was provided within the development generally, in accordance with one of the Company's previous plans for underground electric service.
 8. Revenue - The continuing revenue reasonably anticipated from the Applicant as a result of the extension or improvement, less fuel revenue.
 9. Secondary Voltage Facilities - This and other references to "secondary" refers to electric distribution facilities operating at less than 2,000 Volts.
- C. To render service to separately-metered residences not previously supplied with electricity, the Company normally provides single-phase primary line extensions to reach the vicinity of new home construction using the standard overhead or underground construction method having the lowest initial cost. For local distribution facilities within a residential development, and for secondary voltage facilities to serve individual residences not within a development, the construction costs and customer charges described below are applicable.
1. For residential developments, the charge for local distribution facilities is the excess of two years' revenue. To calculate the excess of two years' revenue, the revenue credit shall be based on the annual kWh consumption allowances from TABLE 1 and the construction cost shall be determined as follows:
 - a. For detached single-family homes in a development where all lots are 30,000 square feet or less, the construction cost shall be \$2,382 for each residence.

(Continued)

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

- b. For row homes and duplexes, the construction cost shall be \$969 for each residence.
- c. For garden-type homes, the construction cost shall be \$725 for each residence.
- d. For detached single-family homes in a development with at least one lot larger than 30,000 square feet, the construction cost and customer charge shall be determined as follows:
 1. The estimated construction cost to provide local distribution lines only to the lots larger than 30,000 square feet within the development (or separately recorded section thereof), divided by the number of lots served by those facilities shall determine the construction cost per residence.
 2. The estimated construction cost to provide local distribution lines only to the lots 30,000 square feet or less shall be in accordance with Subparagraph C.1.a.
 3. The customer charge to provide the facilities in Subparagraphs C.1.d.1. and C.1.d.2. to a specific residence is the amount by which the cost per residence exceeds the anticipated two-year revenue of that residence. The charge is determined separately for each individual residence and shall not be less than zero. Therefore, any excess revenue credit from one residence is not used to offset a revenue deficiency from another residence.

Note: The cost to serve lots greater than 30,000 square feet in a development with intermingled lots (i.e., some lots less than 30,000 square feet and some lots greater than 30,000 square feet) will be calculated by dividing the total development construction estimate, less \$2,382 times the number of lots less than 30,000 square feet, by the number of lots greater than 30,000 square feet.

(Continued)

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

- e. Should an applicant request overhead service for any home described under Subparagraphs C.1.a., C.1.b., C.1.c., or C.1.d., above, such service will be provided upon payment of the estimated cost to serve, less the applicable revenue credit.
2. For residences not within a residential development, the charge for secondary voltage facilities, including service lines, is the excess of one year's revenue. The revenue credit allowed shall be determined using the annual kWh consumption allowances shown in TABLE 1.

TABLE 1			
ANNUAL kWh CONSUMPTION ALLOWANCES			
	<u>Detached Single- Family Homes</u>	<u>Row Homes and Duplexes</u>	<u>Garden- Type Homes</u>
Base Use	7,653 kWh	5,587 kWh	3,325 kWh
Electric Water	3,734 kWh	3,734 kWh	3,734 kWh
Heating			
Electric Central Air Conditioning	2,856 kWh	1,360 kWh	1,364 kWh
Electric Space Heating (Permanent)	5,228 kWh	3,519 kWh	2,691 kWh

(Continued)

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

In the event the cost of extending approach lines to a residential development exceeds six years' revenue, the Customer shall pay the excess of six years' revenue. If the cost of extending primary voltage facilities to a residence not within a residential development exceeds seven years' revenue, the Customer shall pay the excess of seven years' revenue. If such approach lines or primary voltage facilities are to be installed by some method other than that having the lowest initial cost, the Customer shall pay the additional cost of the facilities to be installed plus the charges, if any, normally applicable for the lowest cost method.

Electric service is not provided under this Paragraph C. to recreational dwellings, garden-type homes or similar multi-family residential structures which exceed two floors above the ground-level floor, residences within an area designated by the Company as an "Underground Distribution Area", or appurtenances to a residential dwelling.

- D. The following charges apply for line extensions to locations not covered under Paragraph C., above, that have not previously received electric service and are not in an area designated by the Company as an "Underground Distribution Area":
1. For overhead facilities, the excess of two years' revenue.
 2. For underground facilities, any charges that would have been applicable to the provision of overhead service, plus the cost difference.

The charges for outdoor lighting facilities installed in accordance with Schedule 26 shall be as specified in the Terms and Conditions of that schedule.

- E. For extensions to serve a residential development or a nonresidential development of more than one property, the following shall apply:
1. The Applicant shall install Company provided conduit, at locations specified by the Company, for underground conductor crossings of private and public roads and driveways within the development.

(Continued)

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

2. The Applicant shall provide the initial cutting and clearing of the right-of-way within the development as specified by the Company for overhead and underground primary lines, secondary lines, service lines, and other facilities used to supply electricity.
3. When a local distribution line extension provided in accordance with Paragraph C.1. will extend beyond the limit specified below, the Company will require payment for proposed residences that are passed by the extension and are beyond said limit unless a waiver is granted at the Company's discretion. No revenue credit will be given initially. If service is connected to a residence within four years of payment, the full amount of the original payment for the newly served residence will be returned to the payee of record as a refund and the Applicant applying for service shall be required to pay the applicable line extension charges in effect at that time. Notice of the refund will be served upon the payee at the address on the Company's records. The refund must be claimed within 60 days of the provision of such notice and shall not be available after 60 days has elapsed.

The applicable limit shall be a radius of 1,250 feet as measured from either of the following:

- a. The point where the facilities enter the section of the development in question.
 - b. Existing local distribution facilities within the section of the development in question.
- F. Within any major metropolitan, high-load density center which the Company has designated as an "Underground Distribution Area," the Company will make electric underground line extensions to all Applicants upon payment of the excess of two years' revenue. However, the Company shall not be obligated to construct or own any electric underground line extension on the property of the Applicant.
- G. Provided the Applicant's preferred meter base location is acceptable to the Company, the Applicant may install meter bases at locations other than those designated by the Company when the Applicant pays the additional cost of providing service to the actual meter base location as compared to the Company's designated location.

(Continued)

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

- H. The Company will normally provide three-phase service to Applicants having one three-phase motor larger than five horsepower, or to Applicants having multiple three-phase motors which total at least 15 horsepower provided the motors are properly sized for their expected use. If an Applicant requires three-phase service but does not meet this requirement, the Applicant shall pay the amount, if any, by which the cost of constructing a three-phase extension exceeds the cost of constructing a single-phase extension to meet the same kilovolt-ampere load. Such payment will be required in addition to any other charges required by the Company.
- I. When more than one Applicant is to be served from a bulk power extension, the Company may charge each Applicant a pro rata share of the line extension charges specified under this plan attributable to bulk power facilities.
- J. 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 an excessive investment by the Company if underground facilities were installed, overhead facilities may be utilized as needed to avoid such excessive investment. Should the Applicant or local ordinance require the installation of underground facilities, the Applicant 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.
- K. When existing service facilities are to be replaced because the Customer requires a change in the characteristics of electricity supplied or when existing overhead service facilities are to be converted to underground, the Customer shall pay both of the following:
 - 1. Any applicable charge under Paragraph L., below, for improving the facilities as needed to provide adequate capacity.
 - 2. The cost of performing the requested work less the cost to improve the existing facilities as required for providing adequate capacity.
- L. The Company shall not be obligated to make any improvement not otherwise addressed in this Section XXII when the estimated cost to the Company of such work exceeds two times the net additional annual revenue.

(Continued)

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

- M. The design of the Company's facilities shall be in accordance with the Company's standard materials and design practices, in accordance with good engineering practices, and in accordance with the Company's long-term plan for the area. Charges for electric line extensions shall be in accordance with such design and, unless otherwise provided for in this Section XXII, shall be determined using the Company's estimated cost of the described work.
- N. When any governmental authority requires by any method, including but not limited to, an ordinance, franchise or administrative ruling, that electric lines and related facilities be located or relocated underground, to the extent such installations of underground facilities is not otherwise covered by this Section XXII, the cost incurred by the Company properly attributable to such installation will be charged, in a manner approved by the Commission, to the Customers receiving electric service within the jurisdiction imposing the requirement.
- O. The Company shall not be required to make any electric line extension on private property until the property owner has granted to the Company an easement of right-of-way for the construction, operation and maintenance of such line extension. The Applicant may be required to secure rights-of-way on private property without cost to the Company, or to assist the Company in obtaining rights-of-way.
- P. The Company shall not be required to make any electric line extension until the Applicant(s) to be supplied from such line extension has:
1. made written application for service,
 2. signed the applicable line extension agreement(s),
 3. paid any applicable line extension charges,
 4. provided adequate written certification of proper site preparation and agreed to make payment for the cost of corrections due to inadequate site preparation,
 5. made ready for service, including wiring, all premises to be supplied with electric service, and

(Continued)

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

6. fulfilled any unusual conditions for the connection of electricity as may be required by the Company.

- Q. When required to determine the line extension charge(s), the Company shall determine the amount of revenue reasonably expected to result from the extension or improvement. Where the Company and the Applicant(s) cannot agree on the amount of the expected revenue, but the Applicant(s) has made a bona fide demonstration of the expected revenue, the Company shall require the Applicant(s) to provide adequate written assurance of the expected revenue and a sufficient form of security to support the assurance. Forms of security shall be limited to cash deposit, a bond with surety, or an irrevocable letter of credit, where the terms of such security instruments are acceptable to the Company, or other mutually agreeable form of security. The offer, however, of the Applicant(s) to provide an otherwise acceptable assurance of the expected revenue supported by an acceptable form of security shall not obligate the Company to extend or to improve facilities where the Applicant(s) cannot make a bona fide demonstration of expected revenue.

- R. The Company will make electric line extensions other than those specified herein under the conditions specified in the Company's electric line extension agreements on file with the Commission.

- S. If a proposed electric line extension is of such great length or high cost, or if in the Company's opinion, the anticipated revenue from such line extension is insufficient or temporary, or if the Applicant or Applicants to be supplied are unable to establish a credit standing satisfactory to the Company, the Company reserves the right to determine finally the advisability of making such line extension.

- T. Whenever it is determined that a line extension on private property to serve one Applicant will be built by the Applicant such line extension (1) shall start within 100 feet of the Company's line, (2) shall be constructed in compliance with the Company's standards and be approved by the Company, (3) shall be maintained by the Applicant at all times in a manner satisfactory to the Company, and (4) the Applicant shall assume all liability for the maintenance and operation of the line. If the line owned by the Applicant is not operated and maintained in a manner satisfactory to the Company, or, in the Company's opinion, may interfere with or be detrimental to the supply of electricity by the Company or any other Customer, then the Company may discontinue the supply of electricity as provided in

(Continued)

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

Section XVI -- Discontinuance of the Supply of Electricity. After such discontinuance the supply will not be restored until conditions are made satisfactory to the Company as provided in Section XVII -- Reconnection of the Supply of Electricity.

- U. These general rules and regulations shall not be construed as prohibiting the Company from making electric line extensions of greater length or higher cost, provided there is no discrimination between Customers using electricity under the same classification.

TERMS AND CONDITIONS

XXIII. TEMPORARY SERVICE

Upon request of the Customer, temporary service shall be supplied under the following conditions:

- A. The Customer shall pay to the Company, prior to connection of the service, a Temporary Service Charge which, except as modified by Paragraphs B. and C., shall be the estimated net cost (including all applicable overhead costs) of installing and removing the service facilities furnished by the Company both on and off the Customer's premise, but in no case shall such charge be less than the applicable reconnection service charge in Section XVII of these Terms and Conditions.
- B. Where temporary service is furnished at a permanent service location, the Temporary Service Charge will be the net cost to the Company, including overhead costs, which is in excess of the estimated cost of furnishing the permanent service.
- C. When the construction required to provide temporary service falls in one of the three categories outlined in Sections 1., 2., and 3. below, the Customer may elect to pay, in advance of service connection, the associated flat charge for such a service. However, if the Customer requests the Company to prepare an estimate under either Paragraph A. or B. above, then the flat charge under this paragraph will not be applicable.
 1. When the construction necessary to install the required service does not exceed that required to install a single-phase, three-wire, 200 ampere, 120/240V overhead service which is within 75 feet from an existing pole equipped with adequate secondary, the Customer may elect to pay a flat charge of \$460.03.
 2. When the construction necessary to install the required service does not exceed that required to install a single-phase, three-wire, 200 ampere, 120/240V underground service which is within 36 inches of an existing adequate pad mounted transformer, the Customer may elect to pay a flat charge of \$303.12.
 3. When the construction necessary to install the required service does not exceed that required to install a single-phase, three-wire, 200 ampere, 120/240V underground service which is within 36 inches of an existing adequate secondary or service stub-up, the Customer may elect to pay a flat charge of \$451.92.

TERMS AND CONDITIONS

XXV. NET METERING

A. Availability

Net metering is available to a “Customer-Generator” that owns and operates a small-scale “Renewable Energy Facility” that meets the following criteria:

1. Has an alternating current capacity of not more than one megawatt; and
2. Uses as its total fuel source a Renewable Energy Resource which is defined as
 - a. a solar photovoltaic, solar electric, solar thermal, wind, hydropower, geothermal, or ocean current or wave energy resource; or
 - b. a biomass resource, including agricultural waste, animal waste, wood waste, spent pulping liquors, combustible residues, combustible liquids, combustible gases, energy crops, or landfill methane; or
 - c. waste heat derived from a Renewable Energy Resource and used to produce electricity or useful, measurable thermal energy at a retail electric Customer’s facility; or
 - d. hydrogen derived from a Renewable Energy Resource; and
3. Is designed for Customer-Generator’s own use, not for sale to Company or a third party; and
4. Is interconnected and operated in parallel with the Company’s electric distribution system in accordance with Section XXIV - Generator Interconnection Standard of Company’s Terms and Conditions; and
5. Does not generate only thermal energy; and
6. Must generate electricity that flows through Company’s meter.

Customer-generators may not participate as suppliers of Renewable Energy Resources in the NC GreenPower Program.

B. Interconnection

Customer-Generator shall submit an Interconnection Request in accordance with Section XXIV. The completed Interconnection Request (attached to Section XXIV as Attachment 2 or Attachment 5 as appropriate) is to be sent to the following address:

Dominion Energy North Carolina
Net Metering
600 E. Canal Street, 11th Floor
Richmond, VA 23219

(Continued)

TERMS AND CONDITIONS

XXV. NET METERING (Continued)

C. Metering

1. Net metered energy shall be measured in accordance with standard metering practices by Company's metering equipment that is capable of measuring (but not necessarily displaying) power flow in both directions.
2. When a Customer-Generator requests metering equipment which is intended to be read off-site and Company would not have normally provided such off-site metering, Company will charge Customer-Generator the actual cost of the meter installation.

D. Billing

1. If Customer-Generator chooses to receive retail electric service in accordance with one of Company's applicable rate schedules that is not a time-of-use rate schedule, credit for excess electricity generated during a monthly billing period shall be carried forward to the following monthly billing period, but shall be granted to Company at no charge and the credit balance reset to zero at the beginning of each summer billing season.
2. If Customer-Generator chooses to receive retail electric service in accordance with one of Company's applicable time-of-use rate schedules, Company shall bill Customer-Generator for the applicable of the basic customer charge, the demand charge(s), and any other charges under such applicable time-of-use rate schedule for a monthly billing period. In addition, Company shall bill Customer-Generator for kilowatt-hour usage for a monthly billing period in accordance with the following:
 - a. If both the on-peak and off-peak kilowatt-hours supplied by Company exceed both the on-peak and off-peak kilowatt-hours delivered by Customer-Generator to the grid, Company shall bill Customer-Generator on-peak and off-peak kilowatt-hours equal to the difference by which the on-peak and off-peak kilowatt-hours supplied by Company exceed the on-peak and off-peak kilowatt-hours delivered by Customer-Generator to the grid, respectively.
 - b. If both the on-peak and off-peak kilowatt-hours supplied by Company are less than both the on-peak and off-peak kilowatt-hours delivered by Customer-Generator to the grid, Company shall not bill Customer-Generator any on-peak and off-peak kilowatt-hours.

(Continued)

TERMS AND CONDITIONS

XXV. NET METERING (Continued)

- c. In the event either the on-peak or the off-peak kilowatt-hours delivered to the grid by Customer-Generator exceed the on-peak or off-peak kilowatt-hours supplied by Company, respectively, the following shall apply:
 - 1) Where on-peak kilowatt-hours delivered to the grid by Customer-Generator exceed the on-peak kilowatt-hours supplied by Company, the Company shall not bill for on-peak kilowatt-hours and the excess (On-Peak Kilowatt-hour Credits) shall be applied to any remaining off-peak consumption, pursuant to c.4), below.
 - 2) Where on-peak kilowatt-hours supplied by Company exceed the on-peak kilowatt-hours delivered to the grid by Customer-Generator, then Company shall bill the difference.
 - 3) Where off-peak kilowatt-hours delivered to the grid by Customer-Generator exceed the off-peak kilowatt-hours supplied by Company, the Company shall not bill for off-peak kilowatt-hours. The excess shall become Off-peak Kilowatt-hour Credits.
 - 4) Where off-peak kilowatt-hours supplied by Company exceed off-peak kilowatt-hours delivered to the grid by Customer-Generator, then Company shall first apply any On-Peak Kilowatt-hour Credits from c.1), above, to the difference. In the event there is any remaining off-peak consumption after application of On-Peak Kilowatt-hour Credits, such off-peak consumption shall be billed by Company.
3. Any remaining On-peak or Off-peak Kilowatt-hour Credits shall be applied to the following monthly billing period in the same manner described in item D.2.c., above. Except that at the beginning of each summer billing season – as defined in the applicable time-of-use rate schedule, Company shall reset any remaining On-peak or Off-peak Kilowatt-hour Credits to zero.

(Continued)

TERMS AND CONDITIONS

XXV. NET METERING (Continued)

4. On-peak and Off-peak Kilowatt-hour Credits are nontransferable. In the event that Customer-Generator terminates participation in Net Metering, existing credits will be applied to Customer-Generator's final bill as a Net Metering participant. On-peak and Off-peak Kilowatt-hour Credits remaining on Customer-Generator's account after the final bill, if any, will be forfeited by Customer-Generator. In no case will any credit balance have any cash value or be convertible to cash.

E. Ownership of Renewable Energy Credits

1. If Customer-Generator chooses to receive retail electric service from Company in accordance with the applicable of Schedule 1P – Residential Service, Schedule 5P – Small General Service, or Schedule 6P – Large General Service, Customer-Generator shall retain ownership of all renewable energy credits (RECs) associated with its electric generation.
2. If Customer-Generator chooses to receive retail electric service from Company in accordance with an applicable rate schedule other than Schedule 1P, Schedule 5P, or Schedule 6P, Customer-Generator shall assign any RECs associated with all electric generation by the Renewable Energy Facility to Company as part of the net metering arrangement.

F. Term of Contract

The term of contract for Net Metering shall be as may be mutually agreed upon by the Customer-Generator and the Company, but for not less than one year.

Agreement for the Purchase
of Electricity

This Agreement, made this _____ day of _____, 20 __, by and between the Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina, a Virginia Corporation (hereinafter called the Company), and _____, the bona fide owner or lessee of the premises described in Paragraph First below, (hereinafter called the Customer).

Witnesseth: That in consideration of the mutual covenants and agreements contained herein the parties hereto contract and agree with each other as follows:

First--The Company shall furnish to the Customer, and the Customer shall purchase from the Company, at a mutually agreed upon delivery point, electricity required by the Customer upon the premises situated at _____, in the operation of a(n) _____

The term of this agreement shall be for an initial period ending _____ years after the commencement of the initial billing period hereunder and shall continue thereafter until either party gives the other ninety (90) days written notice of termination.

If electricity is provided hereunder through new service facilities, the parties hereto shall make every reasonable effort to commence to provide and to receive electricity to serve a diversified load not to exceed _____ kVA not later than the ____ of _____, 20__. In the event that the Company is unable to provide electricity or the Customer is unable to receive electricity on this date, the date can be changed by mutual consent.

Second--The characteristics of electricity supplied hereunder, the voltage at which it will be metered and, where applicable, other special provisions, are as follows:

Third--The sheets attached hereto are made a part hereof and are designated as follows:

(Continued)

Agreement for the Purchase
of Electricity

Fourth--In the event the Company is unable to secure and/or maintain adequate rights, easements, franchises and other necessary authorizations, the Company shall not be obligated to render service.

Fifth--All electricity furnished under this Agreement shall be subject to all applicable Terms and Conditions of service on file with the Commission and such Terms and Conditions are incorporated into this agreement by reference. The provisions of this Agreement, all Rate Schedules, and the Terms and Conditions of service are subject to modification at any time in the manner prescribed by law. When the Agreement is so modified, it shall supersede the provisions hereof and the Rate Schedules, if any, that are attached hereto and made a part hereof.

Sixth--The Customer shall not assign this Agreement without the express written consent of the Company. The Company shall have the right to assign this Agreement to any entity, including an affiliated entity that acquires or otherwise succeeds to the Company's business.

Seventh--This Agreement and the applicable Rate Schedules and Terms and Conditions of the Company on file with the Commission embody the entire agreement between the parties hereto and supersedes all prior Agreements and understandings, if any, relating to the subject matter hereof and thereof. Any claim(s) which either party hereto may have or assert in any manner arising out of the supplying of electricity prior to the date of this Agreement at the premise specified in Paragraph First of this Agreement shall be decided without respect to this Agreement.

Eighth--This Agreement shall be binding upon the Company only when accepted by its duly authorized agent and shall not be modified by any promise, agreement or representation of any agent or employee of the Company unless incorporated in writing in this agreement before such acceptance.

Ninth – In the event any provision, or any part or portion of any provision, of this Agreement shall be declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the remainder of this Agreement shall be severable and remain enforceable. Only the provision (or part of provision thereof) so declared shall be considered unlawful, invalid, or otherwise unenforceable.

(Continued)

Agreement for the Purchase
of Electricity

Tenth – The Agreement shall be governed by and constructed in accordance with the laws of the State of North Carolina, without regard to conflict of laws’ provisions.

Customer’s Full Name	Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina
Customer’s Federal Tax ID	By
By	Typed or Printed Name of Person Signing
Typed or Printed Name of Person Signing	Title
Title	
Mail Bill To:	Agreement Effective Date But not later than ninety (90) days after: 1) the date specified in Paragraph First or 2) the date the facilities are made available to the Customer

Premise ID:
Account Number

Filed 08-07-20
Electric-North Carolina

Superseding Filing Effective 01-01-18.
This Filing Effective 09-01-20.

Schedule 1
RESIDENTIAL SERVICE

I. APPLICABILITY

This schedule is applicable to the separately metered and billed supply of alternating current electricity to any Customer for use in and about (a) a single-family residence, flat or apartment, or (b) a combination farm and one occupied single-family residence, flat or apartment, or (c) a private residence used as a boarding and/or rooming house with no more than one cooking installation nor more than ten bedrooms or (d) a “family care home” as defined in Chapter 168, Section 21(1) of the General Statutes of North Carolina.

A combination residence and farm, having more than one single-family residence, flat or apartment served electricity through a single meter, that was being billed under this schedule prior to August 1, 1971, may continue to be supplied electricity under this schedule provided each such dwelling unit is occupied by the owner or by a tenant working on the farm. Such multiple-residence farms connected on and after August 1, 1971, shall not be served under this schedule.

This schedule is not applicable to (a) individual motors rated over 15 HP, (b) commercial use as in hotels, public inns, motels, auto courts, tourist courts, tourist camps, or trailer camps, or (c) separately metered service to accessory buildings or equipment on residential property that are not themselves intended or suitable for residence.

II. MONTHLY RATE

A. Basic Customer Charge
Basic Customer Charge \$10.67 per billing month

B. Plus Energy Charge

1. For billing months of June through September:
All kWh @ 10.8312¢ per kWh
2. For billing months of October through May:
All kWh @ 9.3796¢ per kWh

The energy charges in this schedule contain a base fuel cost of 2.118 cents per kilowatt-hour.

(Continued)

Filed 08-07-20
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 On a Temporary Basis, Subject to Refund.
This Filing Effective For Usage On and After 11-01-19.

Schedule 1
RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

- C. The energy charges in II.B. above shall be increased or decreased by any applicable Riders.
- D. Effective January 1, 2011, the reduction associated with Energy Conservation Standards is closed, and the 5% discount to the charges in Paragraphs II.B. and II.C. will be available only to those Customers who were receiving the discount as of the closure date and only at the location where service was being provided at the time of closure.
- E. The minimum charge shall be the Basic Customer Charge in II.A. above.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two; the number of kWh specified in each block of the Monthly Rate shall be multiplied by two before the rates per kWh are applied to the usage for the bimonthly period; and the minimum charge shall be the modified Basic Customer Charge.

V. TERM OF CONTRACT

Open order.

Schedule 1DF
DUAL FUEL SERVICE
RESIDENTIAL

I. APPLICABILITY AND AVAILABILITY

This schedule is applicable to separately metered service to an electric heat pump compressor for use for space heating and cooling, provided the Customer purchases electricity for all other residential purposes at the same location in accordance with the provisions of Schedule 1 - Residential Service. This schedule is not applicable for heat pump installations using natural gas as the auxiliary or supplemental heat source, unless the heat pump installation was being served under this schedule prior to November 30, 1989.

Effective January 1, 2011, this schedule is closed and is only available to those Customers receiving service under this schedule on December 31, 2010, or to those Customers who had submitted a written request to the Company on or before December 31, 2010, for service in accordance with this schedule. Service shall only be available at the location where service was being provided at the time of closure.

II. CUSTOMER'S RESPONSIBILITY

- A. The Customer agrees to install a residential electric heat pump wired so that the compressor (outdoor unit) can be separately metered.
- B. Electric heat pumps must meet the applicable Energy Saver Home Plus equipment efficiency standards in effect at the time of installation or replacement.
- C. The primary source of space heating will be the heat pump compressor and a non-electrical heat source such as oil, propane gas, or wood will supply all auxiliary or supplemental heat.
- D. When the inside or outside temperature is at or below a mutually agreed upon level, the heat pump compressor operation will be automatically discontinued through the use of controls installed by the Customer and approved by the Company, and all residential space heat will be supplied by a non-electrical heat source. As an alternative to automatic controls installed by the Customer, at the Company's option, remote load control of the heat pump compressor may be provided by the Company.
- E. No auxiliary electrical resistance heat may be installed permanently or temporarily.

(Continued)

Filed 08-07-20
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 On a Temporary Basis, Subject to Refund.
This Filing Effective For Usage On and After 11-01-19.

Schedule 1DF
DUAL FUEL SERVICE
RESIDENTIAL

(Continued)

II. CUSTOMER'S RESPONSIBILITY (Continued)

- F. The Customer will allow the Company the right to inspect the heat pump installation at all reasonable times and to install demand metering on the heat pump service and the Customer's normal residential service as circumstances require.

III. MONTHLY RATE

A. Basic Customer Charge

Basic Customer Charge \$3.69 per billing month

B. Plus Energy Charge

1. For the billing months of April through October of each year, consumption under the provisions of this schedule will be billed as if all usage at this location were recorded on one meter at the rates applicable for this period in Schedule 1 - Residential Service.
2. For the billing months of November through March of each year:
All kWh @ 5.3699¢ per kWh.

The energy charges in this schedule contain a base fuel cost of 2.118 cents per kilowatt-hour.

- C. The energy charges in III.B., above, shall be increased or decreased by any applicable Riders.
- D. The minimum charge shall be the Basic Customer Charge in III.A., above.

IV. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.
- B. The electricity supplied to the compressor (outdoor unit) for each house or apartment will be metered separately and billed in accordance with this schedule as a separate item on the Customer's Residential Service bill.

(Continued)

Filed 08-07-20
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 On a Temporary Basis, Subject to Refund.
This Filing Effective For Usage On and After 11-01-19.

Schedule 1DF
DUAL FUEL SERVICE
RESIDENTIAL

(Continued)

IV. METER READING AND BILLING (Continued)

- C. The Company at all reasonable times shall have the right of ingress to and egress from the premises of the Customer for periodic inspections subsequent to the initial inspection of the space heating equipment and controls.

V. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1 percent per month, based on the unpaid balance will be added to the current bill.

VI. TERM OF CONTRACT

Open order.

Schedule 1P
RESIDENTIAL SERVICE

I. APPLICABILITY

This schedule is applicable to separately metered and billed supply of alternating current electricity for use in a single-family residence or "family care home" as defined in Chapter 168, Section 21(1) of the General Statutes of North Carolina.

This schedule is not applicable to (a) individual motors rated over 15 HP, (b) commercial use, or (c) separately metered service to accessory buildings or equipment on residential property that are not themselves intended or suitable for residence.

A customer who discontinues service under this schedule after less than one year of service may not be served under this schedule or under Schedule 1T within one year of such discontinuation of service.

II. MONTHLY RATE

A. Basic Customer Charge

Basic Customer Charge \$15.95 per billing month

B. Plus kW Demand Charge

1. For summer billing months of June through

September:

All on-peak kW of demand @ \$9.411 per kW

2. For base billing months of October through May:

All on-peak kW of demand @ \$5.510 per kW

C. Plus Energy Charge

All on-peak kWh @ 6.7465¢ per kWh

All off-peak kWh @ 4.7205¢ per kWh

The energy charges in this schedule contain a base fuel cost of 2.118 cents per kilowatt-hour.

D. The energy charges in II.C., above, shall be increased or decreased by any applicable Riders.

E. Effective January 1, 2011, the reduction associated with Energy Conservation Standards is closed, and the 5% discount to the charges in Paragraphs II.B., C., and D. will be available only to those Customers who were receiving the discount as of the closure date and only at the location where service was being provided at the time of closure.

(Continued)

Filed 08-07-20
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 On a Temporary Basis, Subject to Refund.
This Filing Effective For Usage On and After 11-01-19.

Schedule 1P
RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

F. The minimum charge shall be the Basic Customer Charge in II.A., above.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF DEMAND

The kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the on-peak hours of the current billing month.

V. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

A. On-Peak Hours (Except Certain Holidays)

1. For the period of June 1 through September 30:
1 P.M. to 9 P.M., Monday through Friday
2. For the period of October 1 through May 31:
6:30 A.M. to 12 noon and 5 P.M. to 9 P.M., Monday through Friday

B. Off-Peak Hours

1. Off-peak hours are defined as all hours other than those listed in Paragraph V.A., above.
2. The following holidays are observed as off-peak: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve and Christmas Day.

VI. METER READING AND BILLING

Meters may be read in units of 10 kilowatt-hours and nearest 0.1 kilowatt and bills rendered accordingly.

VII. TERM OF CONTRACT

Open order.

Schedule 1T
RESIDENTIAL SERVICE

I. APPLICABILITY

This schedule is applicable to separately metered and billed supply of alternating current electricity for use in a single-family residence or "family care home" as defined in Chapter 168, Section 21(1) of the General Statutes of North Carolina.

This schedule is not applicable to (a) individual motors rated over 15 HP, (b) commercial use, or (c) separately metered service to accessory buildings or equipment on residential property that are not themselves intended or suitable for residence.

A customer who discontinues service under this schedule after less than one year of service may not be served under this schedule or under Schedule 1P within one year of such discontinuation of service.

II. MONTHLY RATE

A. Basic Customer Charge

Basic Customer Charge \$15.13 per billing month

B. Plus Energy Charge

1. For summer billing months of June through September:

All on-peak kWh @ 23.0365¢ per kWh

All off-peak kWh @ 5.4878¢ per kWh

2. For base billing months of October through May:

All on-peak kWh @ 19.1394¢ per kWh

All off-peak kWh @ 5.0129¢ per kWh

The energy charges in this schedule contain a base fuel cost of 2.118 cents per kilowatt-hour.

C. The energy charges in II.B., above, shall be increased or decreased by any applicable Riders.

D. Effective January 1, 2011, the reduction associated with Energy Conservation Standards is closed, and the 5% discount to the charges in Paragraphs II.B. and II.C. will be available only to those Customers who were receiving the discount as of the closure date and only at the location where service was being provided at the time of closure.

(Continued)

Schedule 1T
RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

E. The minimum charge shall be the Basic Customer Charge in II.A., above.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

A. On-peak hours (Except Certain Holidays)

1. For the period of June 1 through September 30:
1 P.M. to 9 P.M., Monday through Friday
2. For the period of October 1 through May 31:
6:30 A.M. to 12 noon and 5 P.M. to 9 P.M., Monday through Friday

B. Off-peak hours

1. Off-peak hours are defined as all hours other than those listed in Paragraph IV.A. above.
2. The following holidays are observed as off-peak: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Thanksgiving, (Thursday and Friday), Christmas Eve and Christmas Day.

V. METER READING AND BILLING

Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.

VI. TERM OF CONTRACT

Open order.

Schedule 1W
TIME-CONTROLLED STORAGE WATER HEATING
OR STORAGE SPACE HEATING
RESIDENTIAL

I. APPLICABILITY

- A. This schedule is applicable to residential time-controlled electric storage water heating. The water heater should be 240 Volts, quick recovery, with a minimum tank size of 30 gallons and a minimum temperature setting of 140°F. A water heater insulation wrap is not required but is strongly encouraged. Any other type, design, and size of tank, the size and number of heater units, and the method of operation must be approved by the Company.
- B. This schedule is also applicable to residential time-controlled electric storage space heating. The type, design, capacity and method of control and operation must be approved by and may be inspected by the Company.
- C. Under this schedule, the Customer must also purchase electricity for other purposes at this location, in accordance with a Residential Service Schedule.

II. MONTHLY RATE

- A. Basic Customer Charge
Basic Customer Charge \$4.75 per billing month
- B. Plus Energy Charge
All kWh @ 4.5256¢ per kWh

The energy charge in this schedule contains a base fuel cost of 2.118 cents per kilowatt-hour.

- C. The energy charge in II.B., above, shall be increased or decreased by any applicable Riders.
- D. The minimum charge shall be the Basic Customer Charge in II. A., above.

(Continued)

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Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 On a Temporary Basis, Subject to Refund.
This Filing Effective For Usage On and After 11-01-19.

Schedule 1W
TIME-CONTROLLED STORAGE WATER HEATING
OR STORAGE SPACE HEATING
RESIDENTIAL

(Continued)

III. SERVICE APPLICABLE

Separately metered time-controlled service will be available to electric water heaters and electric storage space heaters meeting the requirements of Paragraph I. The time-control device will be provided by the Company and it will be set for the water heater or storage space heater not to operate from 6:30 A.M. to 11:00 A.M., E.S.T. and 12:30 P.M. to 8:30 P.M., E.S.T. (7:30 A.M. to 12:00 noon, E.D.T. and from 1:30 P.M. to 9:30 P.M., E.D.T.), Monday through Friday, and allow the water heater or storage space heater to operate all other hours including all hours on Saturday and Sunday.

IV. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

V. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.
- B. The electricity supplied to electric storage water or space heating equipment in each house or apartment will be metered separately and billed in accordance with this schedule as a separate item on the Customer's Residential Service bill.

VI. TERM OF CONTRACT

Open order.

Schedule 5
SMALL GENERAL SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any nonresidential Customer. This schedule is not applicable for breakdown, relay, or parallel operation service.

II. MONTHLY RATE

A. Basic Customer Charge
Basic Customer Charge \$18.93 per billing month

B. Plus kW Demand Charge
First 100 kW or less Included in kWh Charge
All kW over 100 @ \$3.46 per kW

C. Plus Energy Charge

1. For billing months of June through September:
First 800 kWh @ 9.4529¢ per kWh
Next 2200 kWh* @ 9.3823¢ per kWh
Additional kWh @ 7.2780¢ per kWh
2. For billing months of October through May:
First 800 kWh @ 8.7024¢ per kWh
Next 2200 kWh* @ 8.6328¢ per kWh
Additional kWh @ 6.5436¢ per kWh

*Add 200 kWh for each kW of demand over 10 through 30 kW and add 100 kWh for each kW of demand over 30 kW.

The energy charges in this schedule contain a base fuel cost of 2.115 cents per kilowatt-hour.

- D. The energy charges in II.C., above, shall be increased or decreased by any applicable Riders.
- E. The Minimum Charge shall be determined as the highest of the following amounts, and as may be increased or decreased by any applicable Riders:

(Continued)

Filed 08-07-20
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 On a Temporary Basis, Subject to Refund.
This Filing Effective For Usage On and After 11-01-19.

Schedule 5
SMALL GENERAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

1. The Basic Customer Charge in Paragraph II.A.;
2. The kW of Demand determined under Paragraph IV. of this Rate Schedule, multiplied by \$5.71 per kW for the billing months of June through September or \$2.35 per kW for the billing months of October through May;
3. Any Contract Minimum Dollar amount provided for in the Agreement for the Purchase of Electricity executed between the Company and the Customer.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF DEMAND

When a demand meter is present and when the use of electricity exceeds 3,000 kWh for any billing month or has exceeded 3,000 kWh for any billing month during the preceding eleven months, the kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the billing month. When a Customer transfers from another schedule to this schedule, the use of electricity under the former schedule will be used to determine the applicability of the demand provisions of this schedule.

V. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two; the number of kWh specified in each block of the Monthly Rate shall be multiplied by two before the rates per kWh are applied to the usage for the bimonthly period; the Demand Charge for all kW in excess of 100 kW shall be multiplied by two; and the Minimum Charge, excluding all applicable Riders, shall be multiplied by two. All applicable Riders shall be added to such modified Minimum Charge.

(Continued)

Filed 08-07-20
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 On a Temporary Basis, Subject to Refund.
This Filing Effective For Usage On and After 11-01-19.

Schedule 5
SMALL GENERAL SERVICE

(Continued)

VI. TERM OF CONTRACT

Open order, unless the Customer or the Company requests a written contract. In such case, the term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon, but not less than one year.

Filed 08-07-20
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 On a Temporary Basis, Subject to Refund.
This Filing Effective For Usage On and After 11-01-19.

Schedule 5C
COTTON GIN SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any Customer electing service hereunder for service to a cotton gin.

II. MONTHLY RATE

- A. Basic Customer Charge
Basic Customer Charge \$22.40 per billing month
- B. Plus Energy Charges
 - 1. First 800 kWh @ 9.4378¢ per kWh
 - 2. Additional kWh @ 8.0578¢ per kWh

The energy charges in this schedule contain a base fuel cost of 2.115 cents per kilowatt-hour.

- C. The energy charges in II.B., above, shall be increased or decreased by any applicable Riders.
- D. The minimum charge shall be such as may be contracted for but not less than the Basic Customer Charge. The minimum charge shall be increased or decreased by any applicable Riders.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance will be added to the current bill.

IV. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two and the minimum charge shall be the modified Basic Customer Charge.

V. TERM OF CONTRACT

Open order, unless the Customer or Company requests a written contract. In such case, the term of the contract for the purchase of electricity under this schedule shall be mutually agreed upon, but not less than one year.

Schedule 5P
SMALL GENERAL SERVICE

I. APPLICABILITY

Service under this schedule is available to nonresidential Customers requiring permanent service and requiring less than 500 kW of demand as determined by actual measurement or by estimation based on connected load. If the Customer equals or exceeds 500 kW during the current billing month, this schedule will not be available to the Customer for the succeeding twelve (12) billing months.

Any Customer receiving service under this schedule prior to March 9, 1983, may continue to be served under this schedule without a demand restriction until such time as service is terminated or service is elected under another applicable schedule.

II. MONTHLY RATE

A. Basic Customer Charge

1. Single-phase services sized at 200 amperes or less -
Basic Customer Charge \$23.89 per billing month
2. All other services
Basic Customer Charge \$79.90 per billing month

B. Plus Power Supply Demand Charge

1. For summer billing months of June through September:
All on-peak kW of power supply demand @ \$9.872 per kW
2. For base billing months of October through May:
All on-peak kW of power supply demand @ \$7.309 per kW

C. Plus Distribution Demand Charge

All kW of distribution billing demand @ \$1.897 per kW

D. Plus Energy Charge

All on-peak kWh @ 5.5812¢ per kWh
All off-peak kWh @ 4.0468¢ per kWh

The energy charges in this schedule contain a base fuel cost of 2.115 cents per kilowatt-hour.

E. The energy charges in II. D., above, shall be increased or decreased by any applicable Riders.

Schedule 5P
SMALL GENERAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

- F. The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A., B., and C., above. The minimum charge shall be increased or decreased by any applicable Riders.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF POWER SUPPLY DEMAND

The kW of on-peak demand to be billed under II.B., above, will be determined as the highest average kW load measured in any 30-minute interval during the on-peak hours of the current billing month.

V. DETERMINATION OF POWER SUPPLY DEMAND ON-PEAK HOURS

On-Peak Hours (Except Certain Holidays)

- A. For the period of June 1 through September 30:
10 A.M. to 10 P.M., Monday through Friday.
- B. For the period of October 1 through May 31:
6 A.M. to 12 Noon and 5 P.M. to 10 P.M., Monday through Friday.

VI. DETERMINATION OF ENERGY ON-PEAK HOURS

On-Peak Hours (Except Certain Holidays)

- A. For the period of June 1 through September 30:
10 A.M. to 10 P.M., Monday through Friday
- B. For the period of October 1, through May 31:
6 A.M. to 10 P.M., Monday through Friday

Schedule 5P
SMALL GENERAL SERVICE

(Continued)

VII. DETERMINATION OF POWER SUPPLY DEMAND AND ENERGY OFF-PEAK HOURS

- A. Power Supply Demand off-peak hours are defined as all hours other than those listed in Paragraph V., above.
- B. Energy off-peak hours are defined as all hours other than those listed in Paragraph VI., above.
- C. The following holidays are observed as off-peak for Power Supply Demand and Energy: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve and Christmas.

VIII. DETERMINATION OF DISTRIBUTION DEMAND

- A. The distribution demand billed under II.C. shall be the higher of:
 - 1. The highest average kW measured at the location during any 30-minute interval of the current billing month, or
 - 2. The contract demand.
- B. The minimum distribution demand will be such as may be contracted for. However, when the Customer's power factor during the current billing month is less than 85 percent, the Company may render billing based on a distribution demand of not less than 85 percent of the Customer's peak kVA demand during the current billing month.

IX. METER READING AND BILLING

Meters may be read in units of 10 kilowatt-hours and nearest 0.1 kilowatt and bills rendered accordingly.

X. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60 Hertz alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

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Superseding Filing Effective For Usage On and After
11-01-19 On a Temporary Basis, Subject to Refund.
This Filing Effective For Usage On and After 11-01-19.

Schedule 5P
SMALL GENERAL SERVICE

(Continued)

XI. STANDBY, MAINTENANCE, OR PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) and requiring standby, maintenance, or parallel operation and/or interconnection service, may elect service under this schedule provided the Customer contracts for the maximum kW which the Company is to supply. Standby, maintenance, or parallel operation and/or interconnection service is subject to the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- B. In case the maximum measured kW demand, or 85% of any kVA demand measured, exceeds the contract demand, the contract demand shall be increased by such excess demand.
- C. The demand billed under II.C. shall be the contract demand.
- D. A contract demand pursuant to this Paragraph XI. shall not be required for non-residential Customer-Generators who net meter in accordance with Section XXV of the Company's Terms and Conditions and whose Generating Facility has a capacity of no more than 100 kW.

XII. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon, but for not less than one year. A written agreement may be required as the Company or Customer from time to time may deem necessary.

Filed 08-07-20
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 On a Temporary Basis, Subject to Refund.
This Filing Effective For Usage On and After 11-01-19.

Schedule 6C
LARGE GENERAL SERVICE - CURTAILABLE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any customer who requires permanent service and who contracts for the supply of 500 kW of demand or greater. Under this schedule, the Customer shall curtail to a specified firm demand upon Company request.

II. 30-DAY RATE

- A. Basic Customer Charge
Basic Customer Charge \$156.45 per billing month
- B. Plus Contract Demand Charge
 - 1. Primary Service
All kW of Contract Demand @ \$1.515 per kW
 - 2. Secondary Service
All kW of Contract Demand @ \$2.023 per kW
- C. Plus Summer/Winter Firm Demand Charge
All kW of Summer/Winter Firm Demand @ \$4.704 per kW
- D. Plus Energy Charge
All kWh @ 5.7027¢ per kWh
- E. The energy charges in this schedule contain a base fuel cost of 2.098 cents per kilowatt-hour.
- F. The energy charges in II.D. above, shall be increased or decreased by any applicable Riders.
- G. The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A., B., and C., above. The minimum charge shall be increased or decreased by any applicable Riders.

Schedule 6C
LARGE GENERAL SERVICE - CURTAILABLE

(Continued)

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF PEAK DEMAND AND CONTRACT DEMAND

- A. The Company may install metering equipment necessary to determine both the average kW demand during a 30-minute interval and the average kVA demand during a 30-minute interval. The Peak Demand for the current billing month shall be the higher of:
1. The highest average kW demand measured during the current billing month, or
 2. 85% of the highest average kVA demand measured during the current billing month.

Any reactive demand resulting from a Company request shall not be considered in the determination of Peak Demand.

- B. The Contract Demand shall be the maximum demand the Company is to supply at any time, but not less than 500 kW, nor less than the highest kW demand at this location during the 12 billing months prior to the effective date of the contract.

In the event that the Peak Demand determined for the current billing month exceeds the Contract Demand, the Contract Demand shall be increased by such excess demand. Where the service voltage is equal to or greater than 2,000 Volts, the Contract Demand will be billed at the charge in Paragraph II.B.1., above. Where the service voltage is less than 2,000 Volts, the Contract Demand will be billed at the charge in Paragraph II.B.2., above.

V. NOTIFICATION AND CURTAILMENT PROVISIONS

- A. Curtailments may be requested by the Company only from May 16 through September 30 (Summer) and from December 1 through March 31 (Winter). During the Summer, the potential curtailment period is from 2 P.M. to 9 P.M.

During the Winter, the potential curtailment periods are from 6 A.M. to 11 A.M., and from 5 P.M. to 10 P.M. For each calendar year, the total number of curtailments shall be limited to 13 curtailments during the Winter and 19 curtailments during the Summer.

Schedule 6C
LARGE GENERAL SERVICE - CURTAILABLE

(Continued)

V. NOTIFICATION AND CURTAILMENT PROVISIONS (Continued)

- B. When notification of requested curtailment is provided at a time other than during a potential curtailment period, the Customer shall reduce load to the applicable Summer/Winter Firm Demand within 30 minutes of receiving notification, or at the beginning of the next potential curtailment period, whichever occurs later. When notification of requested curtailment is provided during a potential curtailment period, the Customer shall reduce load to the applicable Summer/Winter Firm Demand within 30 minutes of receiving notification. The Customer shall remain at or below the firm level until notification by the Company or until the end of the potential curtailment period, whichever occurs first.
- C. Primary notification shall be through telecommunication equipment provided by the Company. The Customer shall arrange for telephone service, at the Customer's expense, dedicated solely to such equipment. A secondary notification procedure shall be established which is mutually agreeable to the Customer and the Company.

VI. DETERMINATION OF SUMMER/WINTER FIRM DEMAND

- A. Summer Firm Demand is the maximum demand the Company agrees to supply during curtailment periods of the Summer season. Summer Firm Demand shall be billed under Paragraph II.C. during the billing months of May through October. The customer shall specify in writing the Summer Firm Demand prior to the beginning of the April billing month of each year. The Customer may increase the Summer Firm Demand upon 30 days written notice, subject to rebilling beginning with the most recent May billing month. Such rebilling shall not alter any previously applied penalty charge for failure to curtail.
- B. Winter Firm Demand is the maximum demand the Company agrees to supply during curtailment periods of the Winter season. Winter Firm Demand shall be billed under Paragraph II.C. during the billing months of November through April. The Customer shall specify in writing the Winter Firm Demand prior to the beginning of the October billing month of each year. The Customer may increase the Winter Firm Demand upon 30 days written notice, subject to rebilling beginning with the most recent November billing month. Such rebilling shall not alter any previously applied penalty charge for failure to curtail.

Schedule 6C
LARGE GENERAL SERVICE - CURTAILABLE

(Continued)

VII. BILLING FOR FAILURE TO CURTAIL

The Company shall determine the highest average kW measured in any 30-minute interval of each curtailment period. For each curtailment period during the Summer, the Customer shall be billed \$28.22 times any demand in excess of the Summer Firm Demand. For each curtailment period during the Winter, the Customer shall be billed \$28.22 times any demand in excess of the Winter Firm Demand. Each season the Customer may request by letter that one period of Company requested curtailment be ignored in the determination of curtailment compliance. Such request shall be made within 10 days of the billing date for the billing month during which the specific Company requested curtailment was made.

VIII. METER READING AND BILLING

When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Contract Demand Charge, the Summer/Winter Firm Demand Charge, the penalty charge in Paragraph VII., and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

IX. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60-Hertz alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

X. PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) in parallel with the Company's facilities, may elect service under this schedule provided that the Customer's interconnection with the Company's facilities shall be made in accordance with the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV.

Schedule 6C
LARGE GENERAL SERVICE - CURTAILABLE

(Continued)

X. PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE (Continued)

B. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.

XI. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be in multiples of one year, continuing thereafter for one-year terms, unless either party provides sixty days written notice of termination prior to the end of any term.

Schedule 6L
LARGE GENERAL SERVICE

I. AVAILABILITY AND APPLICABILITY

Service under this schedule is available to nonresidential Customers (a) who received service from the Company in accordance with Rate Schedule 6C, 6P, 10, or 6VP immediately prior to the Customer's effective date for service under this schedule; and (b) whose actual peak measured average 30-minute interval demand reached or exceeded 3,000 kW during at least three billing months within the current and previous 11 consecutive billing months, occurring immediately prior to the Customer's effective date for service under this schedule.

Discontinuance of service under this schedule shall be in accordance with Paragraph X of this schedule. This schedule is not applicable to temporary service.

II. 30-DAY RATE

- A. Basic Customer Charge
Basic Customer Charge \$78.98 per billing month
- B. Plus Power Supply Demand Charge
All kW of on-peak power supply billing demand @ \$19.431 per kW
- C. Plus Distribution Contract Demand Charge
 - 1. Primary Service
All kW of distribution contract billing demand @ \$1.006 per kW
 - 2. Secondary Service
All kW of distribution contract billing demand @ \$1.509 per kW
- D. Plus Energy Charge
All on-peak kWh @ 2.6079¢ per kWh
All off-peak kWh @ 2.4440¢ per kWh

The energy charges in this schedule contain a base fuel cost of 2.098 cents per kilowatt-hour.

- E. The energy charges in Paragraph II.D., above, shall be increased or decreased by any applicable Riders.
- F. The minimum charge shall be as may be contracted for, but not less than the sum of the charges in Paragraphs II.A., II.B., and II.C., above. The minimum charge shall be increased or decreased by any applicable Riders.

Schedule 6L
LARGE GENERAL SERVICE

(Continued)

III. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

The following on-peak and off-peak hours are applicable to the billing of all charges stated in this schedule.

A. On-peak hours are as follows:

1. For the period of June 1 through September 30, 10 a.m. to 10 p.m.
2. For the period of October 1 through May 31, 7 a.m. to 10 p.m.

B. All hours not specified in Paragraph III.A., above, are off-peak.

IV. DETERMINATION OF POWER SUPPLY DEMAND

The kW of demand billed under Paragraph II.B., above, shall be the highest of:

- A. The highest average kW measured in any 30-minute interval of the current billing month during the on-peak hours;
- B. 75% percent of the highest kW of demand at this location as determined under Paragraph IV.A., above, during the billing months of June through September of the preceding 11 billing months;
- C. 1,000 kW.

V. DETERMINATION OF DISTRIBUTION PEAK DEMAND AND DISTRIBUTION CONTRACT DEMAND

- A. The Company may install metering equipment necessary to determine both the average kW demand during a 30-minute interval and the average kVA demand during a 30-minute interval. The Distribution Peak Demand for the current billing month shall be the higher of:
 1. The highest average kW demand measured during the current billing month; or
 2. 85% of the highest average kVA demand measured during the current billing month.

Schedule 6L
LARGE GENERAL SERVICE

(Continued)

V. DETERMINATION OF DISTRIBUTION PEAK DEMAND AND DISTRIBUTION CONTRACT DEMAND (Continued)

- B. The Distribution Contract Demand billed under Paragraph II.C., above, shall be the maximum demand the Company is to supply, but not less than 3,000 kW. In the event that the Distribution Peak Demand determined for the current billing month exceeds the Distribution Contract Demand, the Distribution Contract Demand shall be increased by such excess demand.
- C. Where the service voltage is equal to or greater than 2,000 Volts, the Distribution Contract Demand will be billed at the charge in Paragraph II.C.1., above. Where the service voltage is less than 2,000 Volts, the Distribution Contract Demand will be billed at the charge in Paragraph II.C.2., above. The Distribution Contract Demand shall be billed only where the service voltage is less than 69 kV.

VI. METER READING AND BILLING

When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Power Supply Demand Charge, the Distribution Contract Demand Charge, and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

VII. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

VIII. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60-Hertz alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

Filed 11-02-20
Electric-North Carolina

Superseding Filing Effective For Usage On and
After 11-01-19. This Filing Effective For Usage
On and After 11-02-20.

Schedule 6L
LARGE GENERAL SERVICE

(Continued)

IX. STANDBY, MAINTENANCE, OR PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) and requiring standby, maintenance, or parallel operation and/or interconnection service, may elect service under this schedule provided the Customer contracts for the maximum kW which the Company is to supply, but not less than 3,000 kW. Standby, maintenance, or parallel operation and/or interconnection service is subject to the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- B. In case the maximum measured kW demand, or 85% of any kVA demand measured, exceeds the contract demand, the contract demand shall be increased by such excess demand.
- C. The demand billed under Paragraph II.C. shall be the contract demand.
- D. A contract demand pursuant to this Paragraph IX. shall not be required for non-residential Customer-Generators who net meter in accordance with Section XXV of the Company's Terms and Conditions and whose Generating Facility has a capacity of no more than 100 kW.

X. TERM OF CONTRACT

The contract shall be open order unless (a) parallel operation service is provided, or (b) the Customer or the Company requests a written contract. In such case, the term of contract for the purchase of electricity under this schedule shall be as mutually agreed upon, but for not less than one year.

Filed 11-02-20
Electric-North Carolina

Superseding Filing Effective For Usage On and
After 11-01-19. This Filing Effective For Usage
On and After 11-02-20.

Schedule 6P
LARGE GENERAL SERVICE

I. APPLICABILITY

Service under this schedule is available to nonresidential Customers who require permanent service and who do not qualify for service under Schedule 5P.

II. 30-DAY RATE

- A. Basic Customer Charge
Basic Customer Charge \$78.98 per billing month
- B. Plus Power Supply Demand Charge
All kW of on-peak power supply
billing demand @ \$14.294 per kW
- C. Plus Distribution Demand Charge
 - 1. Primary Service
All kW of distribution billing demand @ \$1.034 per kW
 - 2. Secondary Service
All kW of distribution billing demand @ \$1.544 per kW
- D. Plus rkVA Demand Charge
All rkVA of Demand @ \$0.189 per rkVA
- E. Plus Energy Charge
All on-peak kWh @ 4.1447¢ per kWh
All off-peak kWh @ 3.4891¢ per kWh

The energy charges in this schedule contain a base fuel cost of 2.098 cents per kilowatt-hour.

- F. The energy charges in II.E., above, shall be increased or decreased by any applicable Riders.
- G. The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A., B., C. and D., above. The minimum charge shall be increased or decreased by any applicable Riders.

Schedule 6P
LARGE GENERAL SERVICE

(Continued)

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF POWER SUPPLY DEMAND

The kW of Power Supply Demand to be billed under II.B., above, shall be the higher of:

- A. The highest average kW load measured in any 30-minute interval during the on-peak hours of the current billing month, or
- B. The average demand for the billing month as determined by dividing the kWh by the product of 24 and the number of days in the billing month.

V. DETERMINATION OF DISTRIBUTION DEMAND

- A. Where the service voltage is equal to or greater than 2,000 Volts, Distribution Demand will be billed at the charge in Paragraph II.C.1., above. Where the service voltage is less than 2,000 Volts, the Distribution Demand will be billed at the charge in Paragraph II.C.2., above.
- B. The Distribution Demand billed under II.C., above, shall be such as may be contracted for, but not be less than the higher of:
 - 1. The highest average kW measured at the location during any 30-minute interval of the current billing month, or
 - 2. 500 kW.
- C. The minimum Distribution Demand will be such as may be contracted for. However, when the Customer's power factor during the current billing month is less than 85 percent, the Company may render billing based on a Distribution Demand of not less than 85 percent of the Customer's peak kVA demand during the current billing month.

Schedule 6P
LARGE GENERAL SERVICE

(Continued)

VI. DETERMINATION OF RKVA DEMAND

The rkVA demand shall be billed only when the Distribution Demand is 1,000 kW or greater. The rkVA of demand billed shall be the highest average rkVA measured in any 30-minute interval during the current billing month.

VII. DETERMINATION OF POWER SUPPLY DEMAND ON-PEAK HOURS

On-Peak Hours (Except Certain Holidays)

- A. For the period of June 1 through September 30: 10 A.M. to 10 P.M., Monday through Friday.
- B. For the period of October 1 through May 31: 6 A.M. to 12 NOON and 5 P.M. to 10 P.M., Monday through Friday.

VIII. DETERMINATION OF ENERGY ON-PEAK HOURS

On-Peak Hours (Except Certain Holidays)

- A. For the period of June 1 through September 30: 10 A.M. to 10 P.M., Monday through Friday.
- B. For the period of October 1 through May 31: 6 A.M. to 10 P.M., Monday through Friday.

IX. DETERMINATION OF POWER SUPPLY DEMAND AND ENERGY OFF-PEAK HOURS

- A. Power Supply Demand off-peak hours are defined as all hours other than those listed in Paragraph VII., above.
- B. Energy Off-peak hours are defined as all hours other than those listed in Paragraph VIII., above.
- C. The following holidays are observed as off-peak for Power Supply Demand and Energy: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve and Christmas Day.

Schedule 6P
LARGE GENERAL SERVICE

(Continued)

X. METER READING AND BILLING

When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Power Supply Demand Charge, the Distribution Demand Charge, the rkVA Demand Charge, and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

XI. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60-Hertz alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

XII. STANDBY, MAINTENANCE, OR PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) and requiring standby, maintenance, or parallel operation and/or interconnection service, may elect service under this schedule provided the Customer contracts for the maximum kW which the Company is to supply. Standby, maintenance, or parallel operation and/or interconnection service is subject to the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- B. In case the maximum measured kW demand, or 85% of any kVA demand measured, exceeds the contract demand, the contract demand shall be increased by such excess demand.
- C. The demand billed under II.C. shall be the contract demand.

Schedule 6P
LARGE GENERAL SERVICE

(Continued)

XII. STANDBY, MAINTENANCE, OR PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE (Continued)

- D. A contract demand pursuant to this Paragraph XII. shall not be required for non-residential Customer-Generators who net meter in accordance with Section XXV of the Company's Terms and Conditions and whose Generating Facility has a capacity of no more than 100 kW.

XIII. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon but for not less than one year. A written agreement may be required as the Company or Customer from time to time may deem necessary.

Schedule 6VP
LARGE GENERAL SERVICE
VARIABLE PRICING

I. APPLICABILITY

This Schedule is applicable, on a voluntary basis, to the supply of 10,000 kW or more to any Customer who requires permanent service and who has an annual average demand of 5,000 kW or more as determined by dividing the historic annual kWh usage by the number of hours for the year. Should the Customer's annual average demand fall below 5,000 kW, the Customer may continue to be served under this Schedule, provided that the potential exists to average 5,000 kW at the Customer's facility. Otherwise, service under this Schedule shall cease effective with the Customer's anniversary date.

II. 30-DAY RATE

A. Basic Customer Charge
Basic Customer Charge \$144.30 per billing month

B. Plus Contract Demand Charge

First 12,000 kW of Contract Demand (included in the Capacity Surcharge)
Additional kW of Contract Demand @ \$0.803 per kW

Where the Customer is served at a voltage below 2 kV, the Contract Demand Charge will be increased by \$0.803 per kW of Contract Demand.

C. Plus Energy Charge

1. All Base kWh @ 5.0650¢ per kWh

2. All Peak kWh will be categorized according to the following table and billed at the rates specified.

Schedule 6VP
 LARGE GENERAL SERVICE
 VARIABLE PRICING

(Continued)

II. 30-DAY RATE (Continued)

For the period May 1 through September 30:

Day Classification	On-Peak Period	On-Peak Rate Per kWh	Off-Peak Rate Per kWh
A	10 a.m.-10 p.m.	12.2216¢	5.3348¢
B	10 a.m.-10 p.m.	5.6899¢	4.2967¢
C	6 a.m.-10 p.m.	4.2967¢	3.4943¢

For the period October 1 through April 30:

Day Classification	On-Peak Period	On-Peak Rate Per kWh	Off-Peak Rate Per kWh
A	6 a.m.- 1 p.m. & 5 p.m.-10 p.m.	12.2216¢	5.9935¢
B	6 a.m.- 1 p.m. & 5 p.m.-10 p.m.	5.6889¢	4.7561¢
C	6 a.m.-10 p.m.	4.6428¢	3.8373¢

(NOTE: Classification A will apply for no more than 28 days during any calendar year, and classification C will apply for no less than 60 days during any calendar year.)

The energy charges in this schedule contain a base fuel cost of 2.065 cents per kilowatt-hour.

Schedule 6VP
LARGE GENERAL SERVICE
VARIABLE PRICING

(Continued)

II. 30-DAY RATE (Continued)

D. Plus Capacity Surcharge (applicable hours only)

All applicable kWh, up to a maximum of 12,000 times the number of applicable hours for the current billing month @ 42.6¢ per kWh

Any additional kWh during applicable hours @ 36.0¢ per kWh

E. The energy charges in II.C., above, shall be increased or decreased by any applicable Riders.

F. Where the Customer is served at a voltage below 2 kV, the charges in Paragraphs II.C. and II.E. will be increased by 2%.

G. The minimum charge shall be such as may be contracted for, but not less than the Basic Customer Charge, plus \$0.803 (\$1.606 for service below 2 kV) per kW of Contract Demand, plus the base fuel cost of 2.065 cents per kWh, and increased or decreased by any applicable Riders

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF CONTRACT DEMAND

The Contract Demand shall be the maximum demand the Company is to supply, but not less than 10,000 kW. Should the highest average kW demand measured during any 30-minute interval of the current billing month, or 85% of the highest average kVA demand measured similarly, exceed the Contract Demand, then the Contract Demand shall be increased by such excess demand.

Filed 08-07-20
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 On a Temporary Basis, Subject to Refund.
This Filing Effective For Usage On and After 11-01-19.

Schedule 6VP
LARGE GENERAL SERVICE
VARIABLE PRICING

(Continued)

V. DETERMINATION OF BASE DEMAND

For each day of the current billing month, the Company will determine the lowest 30-minute average kW demand measured for the day. From the daily minimum demands of the current billing month, the Company will select the highest daily minimum. That value will be compared with the demand values determined similarly for the previous eleven billing months, and from these twelve values, the Base Demand is determined as the minimum of the twelve.

VI. DETERMINATION OF BASE AND PEAK ENERGY

For each 30-minute interval of the current billing month, any energy purchased during that interval, up to 50% of the Base Demand, is determined to be Base kWh, with any additional energy purchased determined to be Peak kWh. (The 50% value relates to the length of the demand interval. Had such interval been 60 minutes, the percentage would have been 100%.)

VII. NOTIFICATION OF DAY CLASSIFICATION

The energy charge day classification for each day will be determined by the Company and will be available via the Internet (at a site to be designated by the Company) by 6 p.m. the preceding day. Should the Company fail to update the Internet site by 6 p.m., the classification shall default to "C."

VIII. APPLICATION / NOTIFICATION OF CAPACITY SURCHARGE RATE

- A. The Capacity Surcharge rate will apply for no more than 150 hours during any calendar year. Typically, such hours will include those hours of requested curtailment in accordance with Schedule 6C. Factors considered by the Company in determining whether or not the Capacity Surcharge rate will apply include, but are not limited to: a) the Company's reserve margin, b) the Company's system load, c) unanticipated high marginal operating costs, d) the year-to-date number of Capacity Surcharge hours already applied, e) whether or not the Company has implemented curtailment under Schedule 6C and/or classified a day as "A" in accordance with Schedule 10. The Company will provide no less than two hour's notice of application of the Capacity Surcharge rate.
- B. A primary and secondary notification procedure shall be established which are mutually agreeable to the Customer and the Company. In the event that such procedures require a dedicated telephone line, such line shall be provided at the Customer's expense.

Schedule 6VP
LARGE GENERAL SERVICE
VARIABLE PRICING

(Continued)

IX. METER READING AND BILLING

When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Contract Demand Charge, and the fixed charge components of the minimum charge of the 30-day rate each will be multiplied by the actual number of days in the billing period and divided by 30.

X. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60 cycle alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

XI. PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) in parallel with the Company's facilities, may elect service under this schedule provided that the Customer's interconnection with the Company's facilities shall be made in accordance with the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV.
- B. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.

XII. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon, but for not less than one year, continuing thereafter for additional one-year terms, unless either party provides at least thirty days written notice of termination prior to the end of any term.

Filed 08-07-20
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 On a Temporary Basis, Subject to Refund.
This Filing Effective For Usage On and After 11-01-19.

Schedule 7
ELECTRIC HEATING

I. APPLICABILITY

This schedule is applicable to any general service Customer purchasing alternating current electricity for storage water heating, for clothes drying, or for space heating (but not for process heating), where the Customer also purchases electricity for other purchases at the same location in accordance with a general service schedule; or to those Customer locations where electricity is purchased for water heating only and was served prior to May 1, 1971, on a storage water heating schedule.

This schedule is closed to new applications for service after November 1, 1981. A Customer who was being served under this schedule prior to November 1, 1981, may continue to be served under this schedule until the Customer requests another available schedule.

Where electricity is used for space heating and the same space is cooled by air conditioning equipment that serves no additional space, the air conditioning equipment may be served on this schedule through the same meter.

This schedule is not applicable for any use other than those specified above.

II. MONTHLY RATE

A. Energy Charge
All kilowatt-hours @ 9.3652¢ per kWh
for billing months of June through September.

All kilowatt-hours @ 6.8452¢ per kWh
for billing months of October through May.

The energy charges in this schedule contain a base fuel cost of 2.115 cents per kilowatt-hour.

B. Plus kW Demand Charge
First 100 kW or less Included in Energy Charge
All kW over 100 @ \$3.45 per kW

C. The energy charges in II.A. above shall be increased or decreased by any applicable Riders.

Schedule 7
ELECTRIC HEATING

(Continued)

II. MONTHLY RATE (Continued)

- D. The minimum charge shall be \$18.93 per billing month. The minimum charge shall be increased or decreased by any applicable Riders.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF DEMAND

The kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the billing month.

V. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Minimum Charge and the Demand Charge for all kW in excess of 100 kW will be multiplied by two.

VI. EQUIPMENT SPECIFICATIONS

The type, design and size of tank, the size and number of heater units, and the method of water heater operation are subject to approval by the Company.

Schedule 7
ELECTRIC HEATING

(Continued)

VI. EQUIPMENT SPECIFICATIONS (Continued)

The type, design, capacity, method of operation, and installation of the electric space heating and air conditioning equipment are subject to approval by the Company. The electric space heating design and installation, and the air conditioning equipment design and installation, shall conform to good engineering practice and provide for satisfactory operation and comfort.

The type, design, capacity, method of operation, and installation of the electric clothes drying equipment are subject to approval by the Company.

VII. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon, but not less than one year.

Schedule 10
 LARGE GENERAL SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any Customer who requires permanent service and who contracts for the supply of 500 kW of demand or greater, or who operates electric generation rated at 100 kVA or more which may be utilized as a substitute for power contracted for under this schedule.

II. 30-DAY RATE

A. Basic Customer Charge
 Basic Customer Charge \$138.35 per billing month

B. Plus Contract Demand Charge

1. Primary Service
 All kW of Contract Demand @ \$1.512 per kW
2. Secondary Service
 All kW of Contract Demand @ \$2.023 per kW

C. Plus Energy Charge

All kWh will be categorized according to the following table and billed at the rates specified.

1. For the period May 1 through September 30:

<u>Day Classification</u>	<u>On-peak Period</u>	<u>On-peak Rate Per kWh</u>	<u>Off-peak Rate Per kWh</u>
A	10 a.m.-10 p.m.	27.6242¢	11.1861¢
B	10 a.m.-10 p.m.	6.0608¢	4.3662¢
C	6 a.m.-10 p.m.	4.9652¢	4.1194¢

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 Electric-North Carolina

Superseding Filing Effective For Usage On and After
 11-01-19 On a Temporary Basis, Subject to Refund.
 This Filing Effective For Usage On and After 11-01-19.

Schedule 10
 LARGE GENERAL SERVICE

(Continued)

II. 30-DAY RATE (Continued)

2. For the period October 1 through April 30:

<u>Day Classification</u>	<u>On-peak Period</u>	<u>On-peak Rate Per kWh</u>	<u>Off-peak Rate Per kWh</u>
A	6 a.m.- 1 p.m. & 5 p.m.-10 p.m.	27.6242¢	11.1861¢
B	6 a.m.- 1 p.m. & 5 p.m.-10 p.m.	6.0618¢	5.0147¢
C	6 a.m.-10 p.m.	4.9652¢	4.1194¢

(NOTE: Classification A will apply for no more than 28 days during any calendar year, and classification C will apply for no less than 60 days during any calendar year.)

The energy charges in this schedule contain a base fuel cost of 2.098 cents per kilowatt-hour.

D. The energy charges in II.C., above, shall be increased or decreased by any applicable Riders.

E. The minimum charge shall be such as may be contracted for and shall be increased or decreased by any applicable Riders.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. NOTIFICATION OF DAY CLASSIFICATION

The energy charge day classification for each day will be determined by the Company and will be available via the Internet (at a site to be designated by the Company) by 6 p.m. the preceding day. Should the Company fail to update the Internet site by 6 p.m., the classification shall default to "C."

Schedule 10
LARGE GENERAL SERVICE

(Continued)

V. DETERMINATION OF PEAK DEMAND AND CONTRACT DEMAND

A. The Company may install metering equipment necessary to determine both the average kW demand during a 30-minute interval and the average kVA demand during a 30-minute interval. The Peak Demand for the current billing month shall be the higher of:

1. The highest average kW demand measured during the current billing month, or
2. 85% of the highest average kVA demand measured during the current billing month.

Any reactive demand resulting from Company request shall not be considered in the determination of Peak Demand.

B. The Contract Demand shall be the maximum demand the Company is to supply, but not less than 500 kW (except where the Customer operates generation rated at 100 kVA or more which may be utilized as a substitute for power contracted for under this schedule), nor less than the highest demand at this location during the 12 billing months prior to the effective date of the contract. In the event that the Peak Demand determined for the current billing month exceeds the Contract Demand, the Contract Demand shall be increased by such excess demand. Where the service voltage is equal to or greater than 2,000 volts, the Contract Demand will be billed at the charge in Paragraph II.B.1. Where the service voltage is less than 2,000 volts, the Contract Demand will be billed at the charge in Paragraph II.B.2.

VI. METER READING AND BILLING

- A. The Customer shall provide the Company with access to the Customer's telephone service so that the Company may communicate with its metering equipment.
- B. When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Contract Demand Charge, and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

Schedule 10
LARGE GENERAL SERVICE

(Continued)

VII. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60 cycle alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

VIII. PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) in parallel with the Company's facilities, may elect service under this schedule provided that the Customer's interconnection with the Company's facilities shall be made in accordance with the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV.
- B. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.

IX. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be in multiples of one year, continuing thereafter for one-year terms, unless either party provides sixty days written notice of termination prior to the end of any term.

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Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 On a Temporary Basis, Subject to Refund.
This Filing Effective For Usage On and After 11-01-19.

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

I. APPLICABILITY

- A. Service under this schedule is applicable on a voluntary basis to a nonresidential Customer who requires permanent service and who receives service from the Company in accordance with the companion Schedule 6L as of the Customer's effective date for billing under this schedule.
- B. The Customer shall be billed on this schedule in conjunction with Schedule 6L.
- C. If a Schedule LGS-RTP Customer notifies the Company of an expansion of load and such expansion in total meets the requirements of Rider EDR, the Company at its discretion and in consultation with the Customer can increase the customer baseline load ("CBL") by a portion of or by the total amount of the load expansion. The adjusted load served under Rate Schedule 6L is eligible for Rider EDR, as long as all other requirements of Rider EDR are also met.

If the adjusted load participates in Rider EDR (either a portion of or the total amount of the expanded load) but such load is not metered or sub-metered, then the ratio "R" used in the Rider EDR billing shall be the ratio of New Load added to the CBL to the total load of the new CBL for purposes of monthly billing of Rider EDR.

II. AVAILABILITY

- A. In this schedule, the terms below shall have the following definitions:
 - 1. "Monthly Peak Demand" shall mean the Customer's highest measured average 30-minute interval demand during the billing month.
 - 2. "Contract Anniversary Date" shall mean the Customer's effective date for service under this schedule at the Customer's service location.
 - 3. "New Customer" shall be defined in accordance with all of the following:
 - a. Was not a retail electric service customer within the Company's North Carolina service territory as of the effective date of this schedule; and
 - b. Was not a retail electric service customer within the Company's North Carolina service territory during any portion of the two-year period immediately preceding the effective date of this schedule; and
 - c. Established at least one actual Monthly Peak Demand of 3,000 kW or more – but not more than 50,000 kW – during the current and previous 11 consecutive billing months.

(Continued)

Filed 07-25-23
Electric-North Carolina

Superseding Filing Effective For Usage 07-01-23.
This Filing Effective For Usage On and After 07-01-23.

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

II. AVAILABILITY (Continued)

4. “New Load” shall mean additional load in excess of the Customer’s highest existing Monthly Peak Demand served by the Company at the Customer’s service location during the current and previous 11 consecutive billing months, prior to the Customer or the New Customer, as defined in Paragraph II.A.3., above, taking service under this schedule.
- B. Subject to a limitation of fifteen (15) nonresidential Customers where five (5) spaces shall be reserved for New Customers, this schedule is available only where:
1. The Customer has established an actual Monthly Peak Demand of 3,000 kW or more – not to exceed 50,000 kW – during at least three (3) billing months within the current and previous 11 consecutive billing months, immediately prior to the Customer’s effective date for service under this schedule at the Customer’s service location; or
 2. A New Customer has added New Load of at least 3,000 kW at the New Customer’s new service location;
 3. The Customer has not received service under this schedule during the current and previous 11 consecutive billing months prior to taking service under this schedule; and
 4. If the Customer no longer meets all of the requirements of this schedule, the Customer shall be required to terminate service under this schedule beginning with the Customer’s next Contract Anniversary Date. Thereafter, (i) the Customer shall be billed on an alternate, applicable rate schedule, and (ii) the Customer’s space on this schedule shall be made available to other customers. Subsequent to such time, the Customer must satisfy all of the requirements in both Paragraph I., above, and this Paragraph II. to be served under this schedule again – pending space availability.

(Continued)

Filed 07-25-23
Electric-North Carolina

Superseding Filing Effective For Usage 07-01-23.
This Filing Effective For Usage On and After 07-01-23.

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

II. AVAILABILITY (Continued)

- C. In addition to the availability criteria listed above in this Paragraph II., this schedule shall not be available until all of the following occur:
1. The Company has installed any metering equipment that it deems to be necessary to measure properly the demands and energy usage of the Customer, including a New Customer, at the Customer's service location; and
 2. If applicable, the Customer, including a New Customer, has installed and has provided the Company with access to mutually agreed upon communication technology necessary for the Company to communicate with its metering equipment; and
 3. The Company may require up to sixty (60) days after all of the criteria in Paragraph I. and Paragraph II. of this schedule are met to provide service under this schedule to the Customer, including a New Customer.
- D. A CBL shall be established for the Customer, including a New Customer, as set forth in Paragraph VI., below.
- E. The provisions of this schedule may be modified in a rate case proceeding for the Company.
- F. This schedule shall terminate on December 31, 2028, subject to the provisions of Paragraph XII. of this schedule, shall be withdrawn from service, and shall no longer be available to the Customer at the Customer's service location. Upon such termination and withdrawal, the Customer shall select an applicable, alternative schedule. However, this schedule may be extended at the Company's request and with Commission approval.

III. BILLING MODIFICATIONS TO COMPANION SCHEDULE 6L

- A. The Customer will be billed on this schedule in conjunction with Schedule 6L as specified in Paragraph III.B., below.
- B. Billing under the companion Schedule 6L shall be for the CBL and all consumption less than the CBL in each hour, as determined in Paragraph VII.A.1., below, excluding Distribution Demand Charges.

(Continued)

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

IV. 30-DAY RATE

The following charges shall apply in addition to the charges applicable from the companion Schedule 6L, as modified in accordance with Paragraph III., above.

- A. Transmission Demand Charge
All kW of transmission billing demand @ \$3.109 per kW
- B. Plus Energy Charge
The Customer's usage, by hour, for load above the CBL as determined in Paragraph VII.A.2., below shall be multiplied by the Hourly Energy Rate applicable for the hour as determined in accordance with Paragraph IX., below.
- C. Plus Capacity Surcharge
For select hours only as described below @ 42.60¢ per kWh

Usage billed at the Capacity Surcharge shall be the Customer's hourly usage above the CBL during those hours when the Capacity Surcharge applies.
- D. Where the Customer is served at a voltage below 2 kV, the Energy Charge in Paragraph IV.B., above, and the Capacity Surcharge in Paragraph IV.C., above, shall be increased by 2%.

V. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

The following on-peak and off-peak hours are applicable to the billing of all charges stated in this schedule.

- A. On-peak hours are as follows:
 - 1. For the period of June 1 through September 30, 10 a.m. to 10 p.m.
 - 2. For the period of October 1 through May 31, 7 a.m. to 10 p.m.
- B. All hours not specified in Paragraph V.A., above, are off-peak.

(Continued)

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

VI. DETERMINATION OF CUSTOMER BASELINE LOAD

- A. A Customer, including a New Customer, electing this schedule shall have a CBL. As described below, the Customer's CBL shall be established for a percentage of the Customer's maximum measured average 30-minute interval demand at the Customer's service location, during the on-peak hours of the billing months of June through September, occurring in the current and preceding 11 consecutive billing months ("Peak Summer Demand") immediately prior to the Customer's taking service under this schedule.
- B. A Customer and a New Customer (after satisfying all of the criteria in Paragraph II.A.3., above) will be permitted to establish a CBL in accordance with the following:
 - 1. A Customer will select a CBL greater than or equal to 50% of the Customer's Peak Summer Demand. The CBL may take into account (i) the Customer's utilization of behind the meter resources; (ii) installation of permanent energy efficiency measures; (iii) permanent removal or addition of Customer's equipment; (iv) one-time extraordinary events such as natural disasters; (v) annual plant shutdowns or other random variations in the load patterns; and (vi) other on-going changes in demand; or
 - 2. A New Customer, who has established a Monthly Peak Demand of 3,000 kW or more during the on-peak hours of any billing month in the 11 consecutive billing months immediately prior to the effective date of this schedule to the New Customer, will select a CBL equal to 50% of the higher of the following: (i) the New Customer's maximum on-peak Monthly Peak Demand, described above, or (ii) the New Customer's maximum kW of demand from the New Customer's load letter.
- C. After initially taking service from the Company under any applicable rate schedule, the New Customer has up to twelve (12) billing months to elect service under this schedule and to establish a CBL in accordance with Paragraph VI.B., above.
- D. Once established, the initial CBL may be adjusted once prior to the Customer's first Contract Anniversary Date subject to the provisions of Paragraphs VI.B., above, and VI.F., below. Such change shall be effective with the next bill month that occurs no less than 30 days following the written notice requesting the adjusted CBL.

(Continued)

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

VI. DETERMINATION OF CUSTOMER BASELINE LOAD (Continued)

- E. The Customer may request an adjustment to the CBL on an annual basis by providing the Company with at least 30-days written notice prior to the Customer's Contract Anniversary Date. Such adjustment shall be subject to the provisions of Paragraphs VI.A. and VI.B., above, as well as VI.F, below, and may take into account (i) the Customer's utilization of behind the meter resources; (ii) installation of permanent energy efficiency measures; (iii) permanent removal or addition of Customer's equipment; (iv) one-time extraordinary events such as natural disasters; (v) annual plant shutdowns or other random variations in the load patterns; and (vi) other on-going changes in demand. Any revision to the CBL shall become effective with the Customer's Contract Anniversary Date.
- F. At each Contract Anniversary Date a Customer's Peak Summer Demand will be reviewed and the CBL is subject to the following adjustment if applicable.
1. If the Customer's maximum Monthly Peak Demand increases after the initial CBL is established, the percentage of demand served under this schedule can increase such that the CBL drops down to no less than 50% of the Customer's maximum on-peak Monthly Peak Demand during the billing months of June through September in the current and previous 11 consecutive billing months, immediately prior to the Customer's Contract Anniversary Date ("Current Anniversary Summer Peak Demand"). If the CBL falls below 50% of the Customer's Current Anniversary Summer Peak Demand, the CBL will be increased to 50% of the Customer's Current Anniversary Summer Peak Demand effective with the Customer's next Contract Anniversary Date; or
 2. Upon Customer request, if the Customer's maximum Monthly Peak Demand increases after establishment of the CBL such that the demand served under this schedule has increased such that the CBL drops below 50% of that demand, the percentage of demand served under this schedule will not change unless and until the Customer requests an adjustment to the CBL, per Paragraph VI.D. or VI.E., above. However, such new CBL shall not be less than the CBL that existed prior to this new CBL.
- G. Subject to the provisions of this schedule, the CBL shall be set as agreed to by the Customer and the Company.

(Continued)

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

VII. APPLICATION OF CUSTOMER BASELINE LOAD

A. CBL Application to Energy Determination:

1. All energy measured less than or equal to the CBL as determined in Paragraph VI.A. shall be billed on Schedule 6L per Paragraph III.B., above, as follows:
 - a.) Calculate the CBL related kWh for a 30-minute period (*i.e.*, CBL/2).
 - b.) Compare the CBL related kWh calculated in VII.A.1.a. to the kWh of each 30-minute period in the interval data.
 - c.) If the CBL related kWh calculated in VII.A.1.a. is greater than the kWh in the 30-minute interval, the kWh in the 30-minute interval will be the 30-minute energy usage for that interval billed on the Schedule 6L per Paragraph III.B.
 - d.) If the CBL related kWh calculated in VII.A.1.a. is less than the kWh in the 30-minute interval, the CBL related kWh calculated in VII.A.1.a. will be the 30-minute energy usage for that interval billed on Schedule 6L per Paragraph III.B.
2. All energy measured above the CBL shall be billed as follows:

The Customer's usage, by hour, for load above the CBL shall be the sum of the energy above the CBL determined in Paragraph VII.A.1.a. for each hour's two 30-minute kWh interval periods.

B. CBL Application to Demand Determination:

The CBL shall be the kW of demand as determined in Paragraph VI.A., as applied and billed according to Schedule 6L.

Transmission Demand shall be billed as determined in Paragraph VIII., below.

All Distribution Demand Charges shall be determined without modification of determination as described under Paragraph II.C. and Paragraph V. of Schedule 6L.

(Continued)

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

VIII. DETERMINATION OF TRANSMISSION DEMAND

The kW of demand billed under Paragraph IV.A., above, shall be the highest of:

- A. The highest average kW measured in any 30-minute interval of the current billing month during the on-peak hours less the CBL, but not less than zero;
- B. 75% of the Peak Summer Demand at this location as determined under Paragraph VI.A., above, less the CBL, but not less than zero;
- C. 1,000 kW.

IX. DETERMINATION OF HOURLY ENERGY RATE

The Hourly Energy Rate applicable for each hour of a specific day will be determined based upon the following formula, rounded to the nearest one-thousandth of a cent:

$$\text{Hourly Energy Rate} = [(\text{LMP} \times \text{L}) + \text{ADDER}] \times (1 + \text{T})$$

Where:

LMP = the PJM Day-Ahead Locational Marginal Price (“LMP”) for the applicable PJM load zone

L = Line loss adjustment

Service at Primary Voltage Adjustment Factor = 1.014218

Service at Secondary Voltage Adjustment Factor = 1.039727

$$\text{ADDER} = (6\text{LAVG} - (\text{LMP} \times \text{L})) \times 0.2 \text{ but not less than } \$0.002398 \text{ per kWh}$$

Where:

$$6\text{LAVG} = (6\text{LNONFUELAVG} + 6\text{LBASEFUEL} + 6\text{LFUELRIDERS})$$

$$6\text{LNONFUELAVG} = \$0.032740 \text{ per kWh or}$$

Basic Revenue Per kWh for Power Supply and Energy Excluding Transmission and Fuel Clause for Schedule 6L determined from Workpaper Supporting Compliance Filing in Docket E-22, Sub 562.

(Continued)

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

IX. DETERMINATION OF HOURLY ENERGY RATE (Continued)

6LBASEFUEL = Current Base Fuel Rate per kWh Applicable to Schedule 6L

6LFUELRIDERS = Sum of All Fuel Riders per kWh Applicable to Schedule 6L

T = North Carolina Regulatory Fee = 0.1475%

The Hourly Energy Rate includes the Company's base fuel component and all applicable per-kilowatt-hour riders that are approved for billing by the Commission.

Each hour of the day is a distinct pricing period. The initial pricing period of the day is the one-hour period beginning at 12:00 midnight and ending at 1:00 a.m. The last pricing period of the day begins at 11:00 p.m. and ends at 12:00 midnight.

X. DETERMINATION OF LMP

- A. The LMP component of the Hourly Energy Rate, as defined in Paragraph IX., above, shall mean the respective hourly PJM Day-Ahead Locational Marginal Price for the applicable PJM load zone, or any successor thereto, which includes the Customer's service location. In the event of any future change in PJM's process for determining the price reflecting the cost to procure energy in the PJM market to serve the Customer's Energy, the Day-ahead LMP shall represent the similar or like method used by PJM for determining the Day-ahead LMP.
- B. Any reference to "PJM" in this schedule shall mean the PJM Interconnection, LLC (Pennsylvania-New Jersey-Maryland Interconnection, LLC), or any successor, that is the regional transmission organization and is part of the Eastern Interconnection grid that operates an electric transmission system.

(Continued)

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

XI. APPLICATION / NOTIFICATION OF CAPACITY SURCHARGE

- A. The Capacity Surcharge rate will apply for no more than 150 hours during any calendar year. Typically, such hours will coincide with curtailment requests in accordance with Schedule 6C and when notification is provided under Schedule 6VP that the Capacity Surcharge applies. Factors considered by the Company in determining whether or not the Capacity Surcharge will apply include, but are not limited to: (i) the Company’s reserve margin, (ii) the Company’s system load, (iii) unanticipated high marginal operating costs, (iv) the year-to-date number of Constraint Adder hours applied, (v) whether or not the Company has implemented curtailment under Schedule 6C, the Capacity Surcharge under Schedule 6VP and/or classified a day as “A” in accordance with Schedule 10. The Company will provide no less than two hours’ notice of Capacity Surcharge application.
- B. A primary and secondary notification procedure shall be established which are mutually agreeable to the Customer and the Company. In the event that such procedures require a dedicated telephone line, such line shall be provided at the Customer’s expense.

XII. TERM OF CONTRACT

- A. For Customers, including New Customers, the term of contract under this schedule shall be for not less than one (1) year. Applicable only during the initial one (1)-year term of contract, the Customer will have the option to terminate service under this schedule with thirty (30) days written notice of termination prior to the meter read date in which termination from this schedule will be effective (“Early Termination”). If a Customer elects to terminate service from this schedule in the initial one (1)-year term of contract, the Customer will not be able to receive service again under this schedule until one (1)-year after the effective termination date. This Early Termination provision may only be exercised once by any Customer and shall not apply to any Customer who has previously participated in this schedule.
- B. After the conclusion of a Customer’s initial one (1)-year term under this schedule, the term of contract under this schedule will continue thereafter for one (1)-year terms, unless either party provides sixty (60) days written notice of termination prior to the end of the then-current term.
- C. Notwithstanding the provisions of Paragraphs XII.A. and XII.B., above, and after the conclusion of the Customer’s initial one (1)-year term under this schedule, if any then-current minimum one (1)-year term in accordance with Paragraph XII.B., above, has not been satisfied, this schedule shall terminate at the conclusion of the Customer’s then-current one (1)-year term.

(Continued)

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Electric-North Carolina

Superseding Filing Effective For Usage 07-01-23.
This Filing Effective For Usage On and After 07-01-23.

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

XII. TERM OF CONTRACT (Continued)

- D. This schedule shall be withdrawn from service and shall no longer be available to the Customer at the Customer's service location on the latter of December 31, 2028, the conclusion of the Customer's initial one (1)-year term, unless terminated early by the Customer or the end of the Customer's then-current one (1)-year term.
- E. Notwithstanding the provisions of Paragraph XII. of this schedule, this schedule may be extended upon Company request and Commission approval.

Virginia Electric and Power Company

Schedule NS

I. APPLICABILITY

This Schedule is applicable only to electric service at Nucor Corporation's steel manufacturing and recycling facility (the "Facility") located in Hertford County, North Carolina in accordance with the Agreement for Electric Service between Nucor Corporation and North Carolina Power dated April 30, 1999, as amended May 30, 2002, March 1, 2005, September 26, 2010, and December 19, 2014 (the "Agreement").

II. AVAILABILITY

The rates contained herein are available for electric service provided by the Company at the Facility effective for usage on and after 11-01-19 for bills rendered by the Company to Nucor Corporation on and after 12-01-19.

III. TYPE OF SERVICE

Electric service at the Facility will be non-firm, 60 hertz alternating current electric service, delivered by the Company to the Facility at a voltage of 230 kV, and subject to the interruption/curtailment provisions as summarized in Section IV below. Electric service for the Facility is more specifically discussed in the Agreement.

IV. INTERRUPTION/CURTAILMENT PROVISIONS

Interruptions/curtailments may be called by the Company under the terms and conditions discussed in the Agreement, with certain minimum notice provisions depending on the reason for the interruption/curtailment. Such interruptions/curtailments are divided into two general types: system reliability interruptions and economic curtailments. Nucor must interrupt its power supply in accordance with the Agreement for system reliability interruptions. Nucor may buy through economic curtailments in accordance with the terms of the Agreement. There are two types of economic curtailments: Tier 1 and Tier 2 Economic Curtailments.

A. Tier 1

1. The maximum number of Tier 1 Economic Curtailment Periods and Hours per Curtailment Year (the 12 month period beginning May 1 and ending April 30) and the minimum number of Tier 1 Interruption/Curtailment Hours credited to Nucor for each Tier 1 Interruption/Curtailment are stated in the Agreement.

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11-01-19 On a Temporary Basis, Subject to Refund.
This Filing Effective For Usage On and After 11-01-19.

Virginia Electric and Power Company

Schedule NS

(Continued)

IV. INTERRUPTION/CURTAILMENT PROVISIONS (Continued)

A. Tier 1 (Continued)

2. There are two types of Tier 1 Economic Curtailment Hours: A and B (one type per period).

a. Type A Hours

i) The Company may designate certain hours in a Curtailment Year as Type A curtailment hours and periods. The maximum number of Type A curtailment hours and periods per Curtailment Year is set forth in the Agreement.

ii) When a Type A curtailment is declared Nucor must curtail operation of its electric arc furnace. It may, however, buy-through at the Economic Buy-through Price to operate the remainder of the Facility.

iii) The Company may, at its discretion, allow Nucor to buy-through at the Economic Buy-through Price to operate the electric arc furnace.

b. Type B Hours

i) The Company may designate certain hours in a Curtailment Year as Type B curtailment hours and periods. The maximum number of Type B curtailment hours and periods per Curtailment Year is set forth in the Agreement.

ii) Nucor may buy-through at the Economic Buy-through Price to operate its entire Facility.

B. Tier 2

1. The maximum number of Tier 2 Curtailment Hours and Curtailment Periods per Curtailment Year and the minimum number of Tier 2 Curtailment Hours credited to Nucor for each Tier 2 Curtailment Period is stated in the Agreement.

Virginia Electric and Power Company

Schedule NS

(Continued)

IV. INTERRUPTION/CURTAILMENT PROVISIONS (Continued)

B. Tier 2 (Continued)

2. There are two types of Tier 2 Hours: A and B.

a. Type A Hours

- i) The Company may request that Nucor curtail operation of its electric arc furnace during a Tier 2, Type A Curtailment Hour. Nucor, however, may buy-through at the Tier 2, Type A Energy Charge to operate the remainder of the Facility.
- ii) When a Tier 2, Type A Curtailment Hour is declared and the Company does not request curtailment of its electric arc furnace, Nucor may operate its entire Facility at the Tier 2, Type A Energy Charge.
- iii) The maximum number of Tier 2, Type A Curtailment Hours is stated in the Agreement.

b. Type B Hours

- i) Nucor may operate its entire Facility at the Tier 2, Type B Energy Charge.
 - ii) The maximum number of Tier 2, Type B Hours is stated in the Agreement.
3. Notification of a Tier 2 Curtailment Period (including applicable hours, the Type, and, if Type A, whether an arc furnace curtailment will be required) will be provided to Nucor by 5 p.m. of the previous day.
 4. The Company reserves the right to change a designated Tier 2 Hour to a Tier 1 Hour within the notification timeframe for a Tier 1 Hour as stated in the Agreement. When a Tier 2 Hour is superseded by a Tier 1 Hour that hour will be treated as a Tier 1 Hour with respect to Tier 1 maximum Hours, maximum Periods and minimum credits as provided in the Agreement.

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Virginia Electric and Power Company

Schedule NS

(Continued)

V. RATES FOR SERVICE

- A. Monthly Customer Charge of \$4,572.89
- B. Monthly Reservation Charges for Delivery Service:
 - 1. Transmission Charge @ \$2.10500/kW of Billing Demand
 - 2. Ancillary Service Charge @ \$0.68900/kW of Billing Demand
- C. Energy Charges
 - 1. Tier 1 - All hourly energy consumed during a Tier 1 Economic Curtailment Hour, Tier 1 Energy, shall be billed at the applicable hourly Economic Buy-through Price, defined as the fair market price of energy as determined by the Company for each Economic Curtailment Hour in accordance with the Agreement. The Company will notify Nucor of the price at least 50, and no more than 70 minutes prior to the commencement of each Curtailment Hour, unless the parties mutually agree to some other mechanism to communicate such price in accordance with the Agreement.
 - 2. Tier 2, Type A – All hourly energy consumed during a Tier 2, Type A Curtailment Hour shall be billed at the rate provided in the Agreement plus the appropriate Fuel Riders as provided in Paragraph V.E. below.
 - 3. Tier 2, Type B – All hourly energy consumed during a Tier 2, Type B Hour shall be billed at the rate provided in the Agreement.
 - 4. Tier 3 – All hourly energy consumed outside of a Tier 1 Hour or Tier 2 Hour, Tier 3 Energy, shall be billed at the rate provided in the Agreement plus the appropriate Fuel Riders as provided in Paragraph V.E. below.
- D. All applicable per-kWh non-fuel riders

All applicable per-kWh non-fuel riders will be billed to all Tier 1 Type A and B, Tier 2 Type A and B, and Tier 3 kWh.

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Virginia Electric and Power Company

Schedule NS

(Continued)

V. RATES FOR SERVICE (Continued)

E. Fuel Factor

1. All applicable Fuel Riders will be billed to all Tier 2, Type A and Tier 3 kWh.
2. After the application of the Fuel Riders in Paragraph V.E.1., for fuel recovery purposes, all Energy Charges in V.C. above include the base fuel cost of 2.036¢/kWh and all applicable Fuel Riders.

VI. DETERMINATION OF BILLING DEMAND

The Billing Demand for the current month will be the highest of:

- A. The highest average kW demand measured during any 60-minute clock-hour interval since September 1, 2000;
- B. 95% of the highest average kVA demand measured during any 60-minute clock-hour interval since September 1, 2000; or
- C. 85,000 kW.

VII. TERMS AND CONDITIONS OF SERVICE

The electric service to which this Schedule is applicable will be provided by the Company in accordance with the provisions of the Agreement, except that, where not inconsistent with or in conflict with the Agreement, Sections IX, XVI-XVIII, and XX, of the Company's filed Terms and Conditions, as approved by the Commission, shall apply. This Schedule is not intended to and shall not establish any rate or service provisions beyond those already agreed to by the parties in the Agreement.

The initial term of service under this Schedule is through the earlier of midnight December 31, 2019, or midnight the day before the effective date of rates approved by the Commission in the Company's next general rate case. Thereafter, this Agreement shall extend for successive renewal terms of two years each unless either party gives 365 calendar days notice of intent to terminate prior to the end of the initial term or any renewal term, as provided in the Agreement, with the following exception. Should the Company file a general rate case with the Commission prior to December 31, 2019, the written notice provided by either party to terminate the Agreement at midnight the day before the effective date of the rates approved by the Commission in the Company's next general rate case shall be provided at least 306 calendar days prior to the effective date of the rates approved by the Commission in the Company's next general rate case.

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PUBLIC REDACTED VERSION

AMENDED

**AGREEMENT FOR ELECTRIC SERVICE
BETWEEN
NUCOR CORPORATION
AND
VIRGINIA ELECTRIC AND POWER COMPANY,
doing business in North Carolina as
DOMINION ENERGY NORTH CAROLINA**

This AGREEMENT FOR ELECTRIC SERVICE, effective as of April 30, 1999, and as amended May 30, 2002, and subsequently amended March 1, 2005, September 26, 2010, and December 19, 2014, is by and between NUCOR CORPORATION, a Delaware corporation (referred to herein as “Nucor” or “Customer”), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in North Carolina as Dominion Energy North Carolina (referred to herein as “Dominion Energy North Carolina” or “Company”). Both Nucor and Dominion Energy North Carolina also are herein individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS

WHEREAS, Nucor is planning to construct and operate a steel manufacturing and recycling facility (the “Facility”) in the State of North Carolina, contingent upon obtaining, among other things, a low-cost, reliable source of electricity; and

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WHEREAS, the site for the proposed Facility is located in Dominion Energy North Carolina's certificated service territory in Hertford County, North Carolina (the "Hertford Site"); and

WHEREAS, the Facility will require substantial quantities of electricity such that the economics of Nucor's decision to locate the Facility at the Hertford Site will be substantially affected by the cost of electricity and Nucor would not have decided to locate the Facility at the Hertford Site but for Nucor's expectation of low-cost power; and

WHEREAS, Dominion Energy North Carolina desires to provide the electric requirements for the Facility on the terms and conditions set forth herein and believes it can meet such requirements without adversely affecting the adequacy or reliability of service to any of Dominion Energy North Carolina's other customers; and

WHEREAS, the supply of electricity to the Facility by Dominion Energy North Carolina shall be on an interruptible basis.

NOW THEREFORE, upon consideration of the mutual covenants and undertakings hereinafter set forth, the Parties agree to the following:

1. DEFINITIONS

- a. "Agreement" shall be this amended Agreement for Electric Service between Nucor and Dominion Energy North Carolina, including all attachments hereto.
- b. "Commission" shall mean the North Carolina Utilities Commission.

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- c. “Contract Year” shall mean the 12-month period beginning on date of First Steel Melt and each anniversary thereafter.
- d. “Curtailment Hour,” “Curtailment Period” and “Economic Buy-through Price” are defined as set forth in Section III of the Special Terms and Conditions.
- e. “Curtailment Year” – means the twelve month period of May 1 through April 30 of the following year.
- f. “Facility” shall be the steel manufacturing and recycling mill to be constructed, owned and operated by Nucor in Hertford County, North Carolina.
- g. “Filed Terms and Conditions” means Virginia Electric and Power Company’s Terms and Conditions for Supplying Electricity in the State of North Carolina, as filed with and approved by the Commission.
- h. “First Steel Melt” shall be the day Nucor first attempts to melt steel in its electric furnaces. The parties hereby specify September 1, 2000, as the day of First Steel Melt for purposes of this Agreement.
- i. “Interconnection Facilities” shall mean the 230 KV transmission facilities required to connect the Substation to Dominion Energy North Carolina’s existing 230 KV transmission line.
- j. “Interest Rate” shall mean the lesser of (i) the prime rate as quoted from time to time by Chase Manhattan Bank, N.A., currently located at Chase Manhattan Plaza, New York, NY 10081, or its successor,

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plus **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]**

percentage points or (ii) the highest legal rate of interest.

- k. “Point of Common Coupling” or “POCC” shall be the point where the Interconnection Facilities connect with Dominion Energy North Carolina’s existing 230 KV line.
- l. “Point of Delivery” shall be the point where the Company’s conductors for the delivery of electricity are connected with the Customer’s conductors for the receipt of electricity.
- m. “Prudent Electric Utility Practice” shall mean any of the practices, methods and acts engaged in or accepted by a significant portion of the electric industry that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with reasonable reliability, safety, expedition and protection of the environment. Prudent electric utility practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to a spectrum of possible reasonable practices, methods, or acts engaged in or accepted by a significant portion of the electric industry at the time the decision was made.
- n. “Regulatory Body” shall mean the Virginia State Corporation Commission or the North Carolina Utilities Commission, or a successor entity of either with jurisdiction over the Company.

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- o. “Substation” shall be the substation to serve the Facility.
- p. “Special Terms and Conditions” shall be the special terms and conditions pursuant to which Dominion Energy North Carolina shall provide electric service to the Facility. A copy of the Special Terms and Conditions, including all applicable charges, is attached hereto as Exhibit A and incorporated by reference herein.
- q. “Term” shall mean the term of this Agreement, as set forth in Article 7 hereof.

2. ELECTRIC SERVICE PRIOR TO FIRST STEEL MELT

All electricity supplied for, on behalf of, or during the construction of, the Facility prior to First Steel Melt shall be provided pursuant to the appropriate filed rates, terms and conditions, and shall not be provided pursuant to the Special Terms and Conditions.

3. ELECTRIC SERVICE UPON AND FOLLOWING FIRST STEEL MELT

- a. Commencing at 12:00 AM on the day of First Steel Melt and continuing throughout the remainder of the Term hereof, Nucor shall purchase all of its requirements of electricity for the Facility from Dominion Energy North Carolina pursuant to this Agreement and the Special Terms and Conditions attached hereto; provided, however, Nucor shall have the right to install and operate non-parallel on-site generation. Should Nucor desire to install on-site generation to be operated in parallel with Dominion Energy North

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Carolina's system, the parties will, at Nucor's request, negotiate in good faith to establish the appropriate terms and conditions for such an arrangement.

- b. Supply of electricity under this Agreement is considered as non-firm service and shall be subject to the rights of Dominion Energy North Carolina to interrupt the supply of electricity pursuant to the Special Terms and Conditions.

4. EFFECT OF COMPETITION

- a. If, during the Term hereof, (i) legislative or regulatory action provides the opportunity for customers to exercise choice of generation suppliers or to participate in other forms of retail electric competition in the State of North Carolina or specifically on the Dominion Energy North Carolina system, or (ii) if by pilot project, Nucor chooses to take advantage of such an opportunity for customer choice or retail electric competition at the Facility for some or all of its load, then, at either party's request (Dominion Energy North Carolina may not make such a request effective until at least one year after the date retail competition is actually available to Nucor in the state of North Carolina on Dominion Energy North Carolina's system), the parties shall meet and agree to amend the Agreement to effect the following:
 - (1) the obligations of Nucor to purchase its requirements of electricity from Dominion Energy North Carolina shall cease

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for the portion of load that is able to be removed legally from Dominion Energy North Carolina's obligation to serve (the "Removed Load");

- (2) the obligations of Dominion Energy North Carolina to provide the supply of electricity (the commodity) to the Facility as provided in Section 14 hereof shall cease for the Removed Load;
- (3) the monthly charges for service (other than facilities charges, if any), and the provisions related to interruption, curtailment and economic buy-throughs, as set forth in this Agreement and the Special Terms and Conditions, shall no longer be effective for the Removed Load; provided, however, all Special Terms and Conditions shall continue to apply to electricity that does not constitute Removed Load; and
- (4) Dominion Energy North Carolina shall transmit Removed Load for Nucor on a firm basis over its system (if a firm transmission path, to the extent necessary, is available over Dominion Energy North Carolina's interconnections with other systems), deliver such electricity to Nucor and provide necessary ancillary services to Nucor in accordance with the appropriate transmission tariff. Dominion Energy North Carolina shall retain the right and the equipment to interrupt the Facility if necessary for transmission reasons.

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- b. Following the date that the amendments (referred to in Section 4a. above) to this Agreement are effective, Dominion Energy North Carolina (or an affiliate of Dominion Energy North Carolina) shall have the right to compete with other electric generation suppliers for the right to supply the Facility with electric energy.
- c. Notwithstanding Sections 4a. and 4.b. above, if Customer receives a bona fide offer from another entity to provide Customer's requirements of electric energy at the Facility (a "Third-Party Offer"), at least fifteen business days prior to acceptance of such offer, Customer shall provide Dominion Energy North Carolina with written notice of the existence of a Third-Party Offer. Upon Dominion Energy North Carolina's receipt of notice of a Third-Party Offer, Dominion Energy North Carolina shall have ten business days to propose a counter-offer to provide Customer's requirements of electric energy at the Facility before Customer may accept the Third-Party Offer.
- d. Dominion Energy North Carolina's right to notice of offers and to make counter-offers described in this Section 4 shall continue in effect until the end of the Term hereof (including any extensions thereto).

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5. NECESSARY APPROVALS AND MODIFICATIONS

- a. This amended Agreement (including Exhibit A “Special Terms and Conditions” and the revised Schedule NS consistent with this amended Agreement) for electric service is expressly conditioned upon, and shall be subject to, any approvals or authorizations (an “Approval”) that may be required by the Commission, which shall have continuing regulatory authority over this Agreement. The provisions of this Agreement, and Schedule NS, including all rates and the terms and conditions of service, are subject to modification at any time by Commission order. When the Agreement and/or Schedule NS are so modified, they shall supersede the provisions hereof and the rates attached hereto and made a part of this Agreement. The rates, terms and conditions contained in this amended Agreement supersede those of the original Agreement dated April 30, 1999 and the amended Agreements dated May 30, 2002, March 1, 2005, and September 26, 2010, and will be made effective with the effective date of Schedule NS as approved by the Commission but no earlier than November 1, 2019.
- b. The Parties shall use their best efforts to seek and support the Commission’s initial Approval of this amended Agreement within a reasonable time by filing such papers, presenting such testimony, and taking such other actions as may be necessary or appropriate to secure the Approval.

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- c. If the Commission fails to grant any necessary Approval to this amended Agreement and/or Schedule NS, then this amended Agreement shall terminate automatically.
- d. If the Commission grants Approval of this amended Agreement, but modifies any essential provision of this amended Agreement (as defined by either Party hereto), then the Parties agree to negotiate in good faith to continue the arrangement as contemplated herein; provided, however, if no agreement can be reached within 30 days, then either Party may terminate this amended Agreement by giving at least ten days written notice to the other Party.
- e. If the Commission fails to grant any necessary Approval of this amended Agreement within 180 days of the effective date of the amended Agreement dated December 19, 2014, then either party may terminate this amended Agreement by giving at least ten days written notice to the other Party.
- f. At any time during the Term hereof, if any Regulatory Body issues a final decision which adversely impacts the economic benefits of this contract to the Company or Nucor, then the Parties shall immediately commence negotiations to amend this Agreement so as to minimize any adverse financial impact on either party resulting from such decision; provided, however, if the Parties are unable to reach agreement on any such amendment within 60 days of the date of the Regulatory Body's decision, then either party may

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terminate this Agreement, such termination to be effective no sooner than 90 days after the date of written notification to the other party.

- g. The termination of this Agreement for any reason, except as in Section 4.a., shall not relieve Dominion Energy North Carolina of its legal obligation to provide electric service to Customer at the Facility.

6. PROVISION OF PRICING INFORMATION

- a. Dominion Energy North Carolina shall provide Nucor with electricity pricing information pursuant to the terms and conditions set forth in the Special Terms and Conditions. To the extent that Nucor requires equipment to receive, store or process such electricity pricing information, Nucor shall provide such equipment at its own cost.
- b. The pricing information supplied to Nucor pursuant to the Special Terms and Conditions concerning Economic Buy-throughs is based on then current market prices and shall not be subject to an after-the-fact actual cost verification or any manner of actual cost “true up.”

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7. TERM

- a. Unless sooner terminated or extended pursuant to the terms hereof, the Initial Term of this Agreement shall commence on the effective date hereof and shall continue in effect through the earlier of midnight December 31, 2019, or midnight the day before the effective date of rates approved by the Commission in the Company's next general rate case. This Agreement shall thereafter extend for successive Renewal Terms of two years ("Renewal Term(s)") unless terminated by written notice from either party at least 365 calendar days prior to the end of the Initial Term or any Renewal Term with the following exception. Should the Company file a general rate case with the Commission prior to December 31, 2019, the written notice provided by either party to terminate the Agreement at midnight the day before the effective date of the rates approved by the Commission in the Company's next general rate case shall be provided at least 306 calendar days prior to the effective date of the rates approved by the Commission in the Company's next general rate case.
- b. If, at any time during the Initial Term or Renewal Term hereof, Nucor desires to take all of its electric service at the Facility from Dominion Energy North Carolina under an applicable electric service tariff, then Nucor shall provide Dominion Energy North Carolina with at least 3 months written notice of its intent to receive

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electric service from Dominion Energy North Carolina under such applicable electric service tariff. Provided, however, if Nucor desires to elect firm service under an applicable tariff, then Company must approve, in advance, the firm level of demand. Upon the effective date of such election, this Agreement shall terminate automatically and be of no further force and effect (except as provided in Section 9.a. (iii)). In the event modifications to a potentially applicable tariff or this Agreement, or development of a new applicable tariff and/or service agreement, are necessary or desirable to either party, then upon request of either party, the parties agree to negotiate in good faith for at least 60 days to attempt to develop the requested new or revised document.

- c. Upon the termination of this Agreement for any reason other than under Section 7.b. above, if Nucor desires electric service from Dominion Energy North Carolina, Nucor may elect any available Dominion Energy North Carolina electric service tariff. In such event, the parties also agree to enter into good faith negotiations regarding an appropriate service agreement and any firm level of demand. In the event modifications to the potentially applicable tariff, or development of a new applicable tariff, are necessary or desirable to either party to fit their specific circumstances, then upon request of either party, the parties agree to negotiate in good faith for at least 60 days to attempt to develop such modifications.

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8. BILLING

- a. Dominion Energy North Carolina shall bill Nucor monthly for the payments due for electric service purchased under this Agreement. Bills will be sent by facsimile to a designated Nucor representative, who shall verify by facsimile to Dominion Energy North Carolina receipt of each bill.
- b. Nucor shall pay such bills within six business days of billing and shall remit payment to Dominion Energy North Carolina using an overnight courier service acceptable to Dominion Energy North Carolina, such that Dominion Energy North Carolina receives payment within seven business days of billing. Bills not paid within such period shall accrue interest, on a daily basis, at the Interest Rate.

9. INTERCONNECTION ARRANGEMENTS

- a. Interconnection Facilities
 - (i) Dominion Energy North Carolina, at its cost, shall provide, own and maintain the necessary Interconnection Facilities (as defined herein) to provide service to Nucor at the Facility; provided however, that Dominion Energy North Carolina is able to utilize the Utility Corridor owned by Nucor without charge to site the Interconnection Facilities. If the Utility Corridor is not adequate to fully meet Dominion Energy North Carolina's needs for the Interconnection Facilities (for

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that portion of the Interconnection Facilities along the corridor), or if Nucor does not make the Utility Corridor available to Dominion Energy North Carolina, for the Interconnection Facilities, then Nucor shall be responsible for the difference between the estimated cost of the Interconnection Facilities (including right of way procurement) as built and the estimated cost of the Interconnection Facilities (including right of way procurement) if Dominion Energy North Carolina were able to fully utilize the Utility Corridor, such difference to constitute the “Excess Amount.” Nucor shall pay the Excess Amount through a monthly facilities charge equal to 1.35% of the Excess Amount.

- (ii) To the extent that Dominion Energy North Carolina provides equipment, facilities or services in addition to those necessary to provide normal electric service to the Facility hereunder, Dominion Energy North Carolina and Nucor shall enter into a separate agreement (or agreements) that addresses the obligations of each Party relating to the design, construction, maintenance, ownership and payment for such other equipment, facilities or services. If Nucor elects for Dominion Energy North Carolina, or Dominion Energy North Carolina is otherwise entitled, to own and

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maintain any equipment or facilities other than the normal Interconnection Facilities, then Dominion Energy North Carolina shall provide and maintain such facilities in exchange for a monthly facilities charge of 1.35% of the original cost of such facilities (as mutually agreed to in advance by the Parties).

(iii) If the Interconnection Facilities are to be removed during or after the Initial Term hereof or any Renewal Term or if Nucor discontinues electric service to the Facility, then (i) if such event occurs during the Term hereof, Nucor shall pay to Dominion Energy North Carolina the sum of the depreciated reproduction cost of the installation of such Interconnection Facilities and the cost of removal (less salvage) or (ii) if the event occurs following the Term hereof, Nucor shall pay to Dominion Energy North Carolina the sum of the depreciated original cost of the installation of such Interconnection Facilities and the cost of removal (less salvage). The rights and obligations set forth in this Section 9.a (iii) shall survive the expiration, termination or cancellation of this Agreement.

b. In the event that Nucor decides to own the Substation, such ownership shall not preclude Dominion Energy North Carolina (or an affiliate of Dominion Energy North Carolina) from submitting a proposal to perform the construction and/or operation and

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maintenance services at the Substation under a separate arrangement; provided, however, the selection of Dominion Energy North Carolina (or an affiliate of Dominion Energy North Carolina) shall be at Nucor's sole discretion.

- c. Dominion Energy North Carolina shall design and construct its facilities necessary to deliver the electricity to be provided hereunder, and Nucor shall design and construct its facilities (such as the Substation) necessary to receive delivery of electricity hereunder, in accordance with Prudent Electric Utility Practice. Each party shall maintain such facilities in a safe operating condition and in conformity with Prudent Electric Utility Practice. The Parties shall cooperate in the operation and maintenance of the lines, switches, tele-metering equipment, power factor corrective equipment and all Nucor-owned facilities that could affect the proper operation of Dominion Energy North Carolina's transmission system.
- d. Nucor shall design, construct, operate and maintain the Facility, with the objective such that the Facility shall not cause Flicker, Harmonic Distortion, or Power Factors, in excess of the following requirements, at the POCC during normal system operating conditions (i.e., when the minimum short circuit capacity supplied by Dominion Energy North Carolina at the POCC is at least 3470 MVA):

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- (i) 1.0 or less for the short term flicker (P_{ST99%}) and 0.8 or less for the long term Flicker (P_{LT99%}), as measured by the Dominion Energy North Carolina meter, with the 120 volt Flicker frequency weighting curve, as adjusted by removing background Flicker levels not attributable to the Facility; such values shall be evaluated over a two-week period using the measurement method for P_{ST} and P_{LT} per IEC 61000-4-15 (1997-11), determined on a rolling basis (with 20,020 values per two-week period for P_{ST} and P_{LT} calculated the same way except that P_{LT} will use 12 consecutive P_{ST} values), with such values not to exceed 1.0 and 0.8 respectively for more than 1% (201) of the rolling measurement periods.
- (ii) Harmonic current levels, based on a load current equivalent of 0 – [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] MW, shall not exceed the values in the following table for each harmonic order more than 5% of the time based on a probability distribution calculated for a two-week period:

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Harmonic order	Current in the network 230kV [%]
2	2.5
3	2
4	1.5
5	2
6	0.5
7	2
8	0.5
9	2
10	0.5
11	1
12	0.25
13	1
14	0.25
15	1
16	0.25
17	0.75
>18	Acc. IEEE 519-1992
Interharmonics <3rd harmonic	1
Interharmonics >3rd harmonic	0.5

- (iii) Power factor, measured over a one-hour period (on the clock hour), shall not be less than 0.95 lagging and Nucor shall provide no more than 60 MVAR of reactive power leading under light real power loading.
- e. (i) Any time during the term of this Agreement, Nucor may propose to Dominion Energy North Carolina, in writing, that revisions to any of the requirements set forth in Section 9.d. above be made. Within 15 days of such written proposal, the parties shall jointly retain the Technology Institute, located at ABB’s facility in Raleigh, North Carolina (the “Institute”), to perform a study to determine whether such revisions are necessary and appropriate, balancing the need to reasonably protect Dominion Energy North

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Carolina's other customers from adverse impacts, with the limitations (including cost-effectiveness) of the technology available to Nucor to meet such requirements.

(ii) In the event that the Institute determines that the proposed revision(s) are necessary and appropriate under paragraph 9.e.(i), then the parties shall, in good faith, amend this Agreement to reflect such changed requirements. Both parties agree that the determination by the Institute shall be final and the Parties shall be bound by any such determination.

- f. If (i) Nucor fails to design, install, operate or maintain the necessary facilities and equipment such that the Facility is unable to comply, under normal operating conditions for Dominion Energy North Carolina, with the standards set forth in Section 9.d. above and (ii) Nucor's operation of the Facility has a direct adverse effect on Dominion Energy North Carolina system customers (collectively, an "Objectionable Operation Condition"), then Dominion Energy North Carolina shall provide Nucor with written notice of the occurrence of the Objectionable Operation Condition within 24 hours. Upon receipt of such notice and except as provided for in Section 9.g. below, Nucor shall correct or otherwise discontinue the Objectionable Operation Condition within 24 hours of the time of receipt of Dominion Energy North Carolina's notice (the "Remedial Period"). Except as set forth in Section 9.g. below, if Nucor does

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not correct or otherwise discontinue the Objectionable Operation Condition within the Remedial Period, then Dominion Energy North Carolina shall have the right to deny or suspend electric service to the Facility until Nucor has corrected or otherwise discontinued the Objectionable Operation Condition described in Dominion Energy North Carolina's notice. In the event of a system emergency caused by an Objectionable Operation Condition such that Dominion Energy North Carolina must act without full notice to avoid irreparable harm to the system or other customers, Dominion Energy North Carolina reserves the right to interrupt service to Nucor with less or no notice; in such an event, Dominion Energy North Carolina will use its best efforts to provide as much notice as possible and to resume service as soon as possible.

- g. Notwithstanding Section 9.f. above, if the Objectionable Operation Condition is unable to be corrected within the Remedial Period due to equipment lead times or other circumstances beyond Nucor's reasonable control, then Nucor shall submit for Dominion Energy North Carolina's approval, (i) a written schedule indicating the correction activities and (ii) a written plan of alternative operation of the Facility to eliminate the adverse impact on Dominion Energy North Carolina's system or other customers until such time as the Objectionable Operation Condition is able to be corrected in accordance with the proposed schedule (the "Corrective Action").

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Dominion Energy North Carolina shall promptly review and, if acceptable, approve Nucor's proposed Corrective Action. In the event that Nucor fails to take the Corrective Action in accordance with the schedule or fails to operate the Facility in accordance with the alternative operation plan, then Dominion Energy North Carolina shall have the right to deny or suspend electric service to the Facility until Nucor has corrected or otherwise discontinued the Objectionable Operation Condition.

- h. If Nucor fails to remedy an Objectionable Operation Condition as required by Section 9.f. or 9.g. above, as applicable, Dominion Energy North Carolina, may, in its sole discretion, remedy the Objectionable Operation Condition. In such event, Dominion Energy North Carolina shall provide Nucor with an invoice of the costs and expenses reasonably incurred in remedying the Objectionable Operation Condition, and Nucor shall pay such invoice within 30 days of the date thereof.
- i. For purposes of this Section 9, "adverse effect" shall mean (i) any event resulting in a Dominion Energy North Carolina customer complaint that is coincident with Nucor's operation of the Facility at the POCC beyond the levels set forth in Section 9.d., as measured by the Dominion Energy North Carolina Flicker or power quality meters, and as determined by Dominion Energy North Carolina, to be the result of Nucor's operation of the Facility or (ii) any event

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resulting in equipment damage at a Dominion Energy North Carolina customer facility or a Dominion Energy North Carolina transmission or distribution facility that is coincident with Nucor's operation of the Facility at the POCC beyond the levels set forth in Section 9.d., as measured by the Dominion Energy North Carolina Flicker or power quality meters, and as determined by Dominion Energy North Carolina, to be the result of Nucor's operation of the Facility.

10. METER TESTING AND BILLING ADJUSTMENT

- a. Dominion Energy North Carolina shall test and calibrate meters, or cause them to be tested and calibrated, by comparison with accurate standards at least once each Contract Year. At Nucor's request, Dominion Energy North Carolina shall also make, or cause to be made, special meter tests in addition to the required tests described above. The costs of all tests shall be borne or provided for by Dominion Energy North Carolina; provided, however, that if any special meter test made at Nucor's request indicates that the meters are recording accurately, then Nucor shall reimburse Dominion Energy North Carolina for the reasonable cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by testing to be inaccurate shall be corrected for the ninety (90) days previous to such test in

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accordance with the percentage of inaccuracy found by such test. Such corrected amount shall be included, without interest, as a debit or credit, as the case may be, in the next monthly billing to Nucor.

- b. If any meter shall fail to register, in part or completely, for any period, then the Parties shall agree as to the amount of energy furnished during such period and Dominion Energy North Carolina shall bill Nucor on that basis.

11. RIGHT OF ACCESS

- a. The duly authorized agents and employees of Dominion Energy North Carolina shall, upon reasonable advance notice, have free access at all reasonable hours to the premises of the Facility and the Substation for (i) installing, repairing, inspecting, testing, renewing or exchanging any or all of its equipment which may be located on the premises of the Facility or the substation, (ii) reading or testing meters or (iii) performing any other work incident to the performance of this Agreement.
- b. In addition, Nucor shall provide Dominion Energy North Carolina with all necessary easements and access to the property owned, leased or otherwise controlled by Nucor for the construction, operation and maintenance of all Interconnection Facilities necessary to serve the Facility. Nucor agrees to cooperate with Dominion Energy North Carolina in Dominion Energy North

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Carolina's maintenance of such Interconnection Facilities and, to that end, Dominion Energy North Carolina shall attempt to schedule maintenance activities at a mutually agreeable time. Absent such mutual agreement, Dominion Energy North Carolina shall schedule the maintenance and provide Nucor reasonable advance notice of the date and time of the maintenance. If Nucor requires such maintenance activities to be performed outside of Dominion Energy North Carolina's normal working hours, then Nucor shall be responsible for such reasonable additional costs incurred by Dominion Energy North Carolina due to work performed outside of normal working hours; provided, however, Nucor shall have the right to verify the amount of such additional costs incurred.

- c. The Parties agree to protect the property of the other Party located on its premises and to permit no one to inspect or tamper with the wiring and apparatus of the other Party except such other Party's agents or employees, or persons authorized by law; provided, however, neither Party assumes the duty of inspecting the wiring or apparatus of the other Party and shall not be responsible therefor.

12. RESPONSIBILITY FOR DAMAGES OR LOSS

The electricity supplied under this Agreement is supplied upon the express condition that after it passes the Point of Delivery it becomes the property of Nucor, and Dominion Energy North Carolina shall not be liable for loss or damage to any person or property whatsoever, resulting directly or

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indirectly from the use, misuse or presence of the electricity on the Facility, or elsewhere, after it passes the Point of Delivery except where such loss or damage shall be shown to have been caused by the negligence or wrongful acts or omissions of Dominion Energy North Carolina, its agents or employees. Similarly, Nucor shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse or presence of the electricity on Dominion Energy North Carolina's facilities, or elsewhere, before it passes the Point of Delivery except where such loss or damage shall be shown to have been caused by the negligence or wrongful acts or omissions of Nucor, its agents or employees. Dominion Energy North Carolina also shall not be liable for any loss or damage to any person or property whatsoever resulting directly and indirectly from any curtailment or interruption of electric service in accordance with the Special Terms and Conditions.

13. USAGE OF POWER

The electricity delivered to the Facility under this Agreement may be utilized by all ancillary support facilities that are located on the Nucor-owned plant site, but otherwise shall not be resold, delivered, shared or distributed to any person, firm, corporation, association or cooperative other than the Facility, it being understood and agreed that Nucor purchases and accepts the electricity delivered to it under this Agreement solely for use by Nucor at the Facility.

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14. CONTINUITY OF SERVICE

- a. Notwithstanding the Special Terms and Conditions regarding interruption of electric service, Dominion Energy North Carolina shall use reasonable diligence required of a public utility in the State of North Carolina to provide electricity to the Facility, subject to the rights of curtailment and interruption set forth herein.
- b. If the supply of electricity shall fail or be interrupted, or become defective through acts of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, or any other cause beyond the reasonable control of Dominion Energy North Carolina, then Dominion Energy North Carolina shall not be liable therefor or for damages caused thereby.

15. SERVICE COORDINATION COMMITTEE

Prior to the date of First Steel Melt, each Party shall designate in writing one regular representative (and an alternative representative to act in the absence of the regular representative) familiar with this Agreement and with the facilities used to provide electric service hereunder, who shall be authorized to act on the designating Party's behalf in relation to electric service matters included in this Agreement. The individuals so designated shall comprise a Service Coordination Committee and shall cooperate with one another and, from time-to-time as the need may arise, determine and agree upon operating matters pertaining to the coordination of electric

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service hereunder. The members shall keep one another apprised of projected maintenance schedules of their respective facilities and such other matters as may better harmonize their respective operations. The members of the Committee shall also serve as the designated point of regular contact for the Party they represent. The Committee shall have no authority to revise any provision of this Agreement or to authorize any deviation from the provisions of this Agreement.

16. DISPUTE RESOLUTION

- a. It is the intention of the Parties to make a good faith effort to resolve, without resort to litigation, any dispute, controversy or claim arising out of or relating to this Agreement or any breach, termination or invalidity hereof (a "Dispute") according to the procedures set forth in this Section.
- b. Nucor's and Dominion Energy North Carolina's representatives who receive notices pursuant to Section 18 shall attempt to resolve all Disputes by negotiation. In the event of a Dispute that cannot be resolved promptly by those representatives, each Party shall immediately designate a special representative with authority to resolve the Dispute. The designated special representatives shall promptly begin discussions in an effort to agree upon a resolution of the Dispute. If the special representatives do not agree upon a resolution of the Dispute within 20 days of the referral to them, either Party may elect to abandon negotiations. If a Dispute cannot

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be resolved pursuant to the procedures outlined herein, then either Party may pursue any remedy available to it.

17. ASSIGNMENT

Neither Party shall assign its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment by a Party shall relieve the assignor of its obligations hereunder without the written consent of the other Party to accept the assignee as a substitute obligor.

18. NOTICE

Notice to Nucor under this Agreement shall be sent by registered mail or such other mail service with return receipt requested, as follows:

Controller
Nucor Steel
1505 River Road
Cofield, North Carolina 27922

Notice to Dominion Energy North Carolina under this Agreement shall be sent by registered mail or such other mail service with return receipt requested, as follows:

Director –Regulation
Virginia Electric and Power Company
P. O. Box 26666
Richmond, Virginia 23261

Notice under this Agreement may alternatively be given to Nucor or Dominion Energy North Carolina by personally delivering a copy of the notice to the applicable address specified above. Notice shall be deemed

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given under this Agreement as of the date of receipt of such notice. Either Party may, from time to time, designate a different person to whom notice under this Section 18 may be given. Any such designation shall be in writing and given in the manner provided in this Section 18.

19. DEFAULT

- a. If a Party shall fail to perform any obligation under this Agreement such that it is a material breach of the Agreement, then the other Party shall notify in writing the non-performing Party that it has failed to perform and that such non-performance is a material breach of the Agreement. If the non-performing Party fails to perform the obligation, which is the subject of the notification, or otherwise remedy or, in good faith, initiate a remedy, within 30 days from the date of the notification, the non-performing Party shall be deemed to be in default under the Agreement (an “Event of Default”).
- b. Following an Event of Default, the non-defaulting Party shall have, along with any other legally available remedies, the option to cancel the Agreement.

20. CONFIDENTIAL TREATMENT

The specific terms of this Agreement are confidential and the confidential treatment accorded this Agreement shall be governed by the Confidentiality Agreement between the parties effective July 1, 1998;

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provided, however, that either of the parties may disclose the Agreement and/or its specific terms to any governmental official or entity under reasonable confidentiality arrangements intended to prevent public disclosure.

21. MISCELLANEOUS

- a. Headings of Articles. Headings of articles in this Agreement have been inserted for convenience only and shall in no way affect the interpretation of any term or provision hereof.
- b. Severability. Except where expressly stated otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective.
- c. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, without regard to conflicts of laws principles.
- d. Waivers. Any waiver at any time by a Party of its rights with respect to a material breach of the Agreement or an Event of Default or with respect to any other matters arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent material breach of the Agreement or an Event of Default or any other matter.
- e. Benefit of Agreement. This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be

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construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.

- f. Type of Agreement. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any Agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- g. Filed Terms and Conditions. Unless otherwise expressly addressed herein, Dominion Energy North Carolina's Filed Terms and Conditions shall not apply to the provision of electric service hereunder; except that, where not inconsistent with or in conflict with this Agreement, Sections IX, XVI-XVIII and XX, as approved by the Commission, shall apply.
- h. Survivability of Obligations. Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original.

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- j. Amendments. This Agreement may not be amended, altered, modified or supplemented, except in a writing signed by authorized representatives of the Parties, with approval by the Commission. Notwithstanding the preceding sentence, this Agreement, including the attached Special Terms and Conditions, and/or Schedule NS, may be modified at any time pursuant to Commission order.
- k. Entire Agreement. This Agreement embodies the entire agreement between the Parties hereto and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, unless indicated otherwise herein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

NUCOR CORPORATION

**VIRGINIA ELECTRIC AND POWER
COMPANY, doing business in North
Carolina as DOMINION ENERGY NORTH
CAROLINA**

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EXHIBIT A

SPECIAL TERMS AND CONDITIONS

I. RELIABILITY

The Company is not obligated to provide firm service under the Agreement. The Company shall have the right to interrupt/curtail the Customer's service in accordance with the provisions below.

II. CAPACITY CURTAILMENT/INTERRUPTION OF ELECTRIC SUPPLY

Dominion Energy North Carolina shall have the right to issue a curtailment notice to Nucor that requires Nucor to curtail its electric service if the Company reasonably and in good faith believes that the current or projected operating conditions on the Dominion Energy North Carolina system, or within systems interconnected with the Dominion Energy North Carolina system, constitute a system emergency such that continued service to Nucor will jeopardize the Company's ability to provide service to firm customers (a "Capacity Curtailment"). Capacity Curtailments for Nucor shall be called only when the Company has also called for interruptions or curtailments of all other interruptible and curtailable customers. Nucor shall be entitled to credit for any Capacity Curtailments as Tier 1 Type A Curtailment Hours under Section III. below.

Nucor may be required to remove its electric arc furnace from operation within no less than **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** of receipt of the curtailment notice and Nucor may be required to remove the remainder of its Facility from operation within **[BEGIN CONFIDENTIAL]** [REDACTED]

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██████████[END CONFIDENTIAL] of receipt of the curtailment notice. The curtailment notice shall specify the amount of notice being given Nucor and whether said notice applies to Nucor's electric arc furnace and/or the remainder of the Facility. In the event Nucor fails to curtail within the notice period specified by the Company in accordance with this provision, as its sole remedy, Dominion Energy North Carolina shall have the right to physically interrupt service by remotely opening breakers to the Nucor Facility.

The Company shall endeavor to keep Nucor informed of the operating conditions on its system and shall use Prudent Electric Utility Practice to avoid Capacity Curtailments, and if and when they occur despite Dominion Energy North Carolina's best efforts, the Company shall use its best efforts to terminate them as soon as reasonably possible. Where Capacity Curtailments are necessary, Dominion Energy North Carolina shall use its best efforts to limit requested curtailments to Nucor's arc furnaces and permit Nucor to continue to operate the remainder of its Facility.

III. CURTAILMENT HOURS AND ECONOMIC BUY-THROUGHS

A. TIER 1

Nucor is subject to a maximum of [BEGIN CONFIDENTIAL]██████████[END CONFIDENTIAL] Tier 1 Curtailment Periods (a period of one or more consecutive hours that the Company has designated as Tier 1 Curtailment Hours) for a total of up to [BEGIN CONFIDENTIAL]██████████[END CONFIDENTIAL] Tier 1 Curtailment Hours for each twelve month period beginning May 1 and

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ending April 30 (the Curtailment Year), including credit for any hours of Capacity Curtailment under Section II. above. Tier 1 Curtailment Hours may be called by Dominion Energy North Carolina, at its discretion. (Nucor anticipates Dominion Energy North Carolina to call Tier 1 Curtailment Hours each Curtailment Year.) Except as provided below for the winter period, Nucor shall receive a minimum credit of **[BEGIN CONFIDENTIAL]****[END CONFIDENTIAL]** Tier 1 Curtailment Hours or credit for the actual number of Tier 1 Curtailment Hours designated, whichever is greater, for each Tier 1 Curtailment Period. Tier 1 Curtailment Hours shall be sixty minute clock hours beginning at the top of the hour. Tier 1 Curtailment Hours shall consist of two types – Type A and Type B.

The Company shall give Nucor at least **[BEGIN CONFIDENTIAL]****[END CONFIDENTIAL]** advance notice of the designation of any Tier 1 Curtailment Hours and corresponding Tier 1 Curtailment Period. (Dominion Energy North Carolina may deviate from clock hours beginning at the top of the hour and will give: (i) at least **[BEGIN CONFIDENTIAL]****[END CONFIDENTIAL]** advance notice for no more than five (5) PJM-initiated uses of emergency demand-side capacity resources per Curtailment Year; or (ii) at least **[BEGIN CONFIDENTIAL]****[END CONFIDENTIAL]** advance notice in the event of the unexpected loss of a **[BEGIN CONFIDENTIAL]****[END CONFIDENTIAL]** or larger generation unit. In either event, any partial hour will be treated as a full hour toward the Tier 1 limit, and all energy billed during any partial hour will be billed as Tier 3 energy.) When such notice is given, the

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Company shall designate the duration of the Tier 1 Curtailment Period, the Type (A or B) of the Tier 1 Curtailment Hours in the Tier 1 Curtailment Period (all Tier 1 Curtailment Hours during a Tier 1 Curtailment Period must be one Type), and provide the Company's best estimate of the hourly Economic Buy-through Price (as defined below) for each Tier 1 Curtailment Hour in the Tier 1 Curtailment Period, provided, however, such estimate of the Economic Buy-through Price shall not be considered a firm offer to sell electricity at that price unless the Tier 1 Curtailment notice specifically indicates otherwise. During the winter months (December to March), Dominion Energy North Carolina may designate two separate segments of Tier 1 Curtailment Hours (all Tier 1 Curtailment Hours must be one Type) during the same calendar day as one Tier 1 Curtailment Period, so long as the Company provides **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** notice of such designation prior to the first Tier 1 Curtailment Hour for the calendar day. The combined Tier 1 and Tier 2 Curtailment Periods containing two separate segments shall not exceed two per Curtailment Year.

When the Company designates Tier 1 Type A Curtailment Hours, Nucor shall curtail the operation of its electric arc furnace. However, Nucor may buy-through the requested Tier 1 Curtailment Hours and continue to operate the balance of its Facility, subject to payment of the hourly Economic Buy-through Price, as defined below. The Company may designate a maximum of **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** Tier 1 Type A Curtailment Periods per Contract Year for a maximum of **[BEGIN CONFIDENTIAL]** [REDACTED] **[END**

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CONFIDENTIAL] Tier 1 Type A Curtailment Hours per Curtailment Year. The Company, in its discretion, may allow Nucor the option to Buy-through some or all of the Tier 1 Type A Curtailment Hours for the arc furnace.

When the Company designates Tier 1 Type B Curtailment Hours, Nucor may buy-through the requested Tier 1 Curtailment Hours and continue to operate its entire Facility, including its arc furnace, subject to payment of the hourly Economic Buy-through Price, as defined below. The Company may designate a maximum of **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** Tier 1 Type B Curtailment Periods per Curtailment Year for a maximum of **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** Tier 1 Type B Curtailment Hours per Curtailment Year.

The Economic Buy-through Price is the hourly price charged to Nucor for electricity during Curtailment Periods. The Economic Buy-through Price shall equal the fair market price of energy, as determined by Dominion Energy North Carolina in the application of its best judgment and in good faith, for each applicable Tier 1 Curtailment Hour. This Price shall not exceed the hourly price that Dominion Energy North Carolina would sell the same energy at the same time to any other purchaser in the wholesale marketplace.

Dominion Energy North Carolina shall provide the applicable hourly Economic Buy-through Price by telephone to Nucor (Nucor will designate a telephone number to be used for this purpose, which will be answered 24 hours

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per day) at least 50 minutes prior and no more than 70 minutes prior to each Tier 1 Curtailment Hour, at which time Nucor's representative shall designate the amount of energy (in MWH) that Nucor schedules at that Price. (Nucor may call Dominion Energy North Carolina back closer to the Tier 1 Curtailment Hour to request the latest market price in order to schedule more energy, but Dominion Energy North Carolina is not obligated to provide such energy if it is no longer available.) In the event regional trading practices for hourly electric markets change, Nucor and Dominion Energy North Carolina will negotiate in good faith a modification of the timing of this Economic Buy-through practice to reflect those regional practices. In addition, Nucor and Dominion Energy North Carolina may also establish by mutual agreement other mechanisms to determine and communicate the hourly Economic Buy-through Price in lieu of or in addition to this approach (such as a committed price farther in advance, a price for the entire Tier 1 Curtailment Period, an index price, etc.) and to communicate Nucor's desire to purchase and the scheduled amount at the Economic Buy-through Price.

Nucor shall pay Dominion Energy North Carolina for all kWh consumed during each Tier 1 Curtailment Hour at the Economic Buy-through Price. For all kWh consumed in excess of **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** over the amount scheduled by Nucor for that hour, Nucor shall pay, in addition to the Economic Buy-through Price, an under-scheduling penalty of **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** of the Economic Buy-

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through Price. For all kWh scheduled by Nucor for that hour but not consumed, less [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL], Nucor shall pay as an over-scheduling penalty the Economic Buy-through Price less \$[BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL]/MWH.

B. TIER 2

Nucor is subject to a maximum of [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] Tier 2 Periods and a maximum of [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] Hours for each twelve month period beginning May 1 and ending April 30 (Curtailment Year). Except for the winter months (December to March), each Tier 2 Period shall be at least [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] consecutive hours in duration. During the winter months, Dominion Energy North Carolina may designate two separate segments of a Tier 2 Period during the same calendar day as a single Tier 2 Period, so long as the Company provides notice of such designation by 5 P.M. the previous day. (Nucor anticipates Dominion Energy North Carolina to call Tier 2 Hours each Curtailment Year.) Tier 2 Hours shall be sixty minute clock hours beginning at the top of the hour. The combined Tier 1 and Tier 2 Curtailment Periods reflecting two separate segments shall not exceed two per Curtailment Year.

The Company may request that Nucor curtail operation of its electric arc furnace for a maximum of [BEGIN CONFIDENTIAL] [REDACTED] [END

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CONFIDENTIAL] Tier 2 Hours, designated as Type A. Nucor, however, may buy-through at the Tier 2, Type A Energy Charge to operate the remainder of the Facility. When curtailment of the electric arc furnace is not requested, Nucor may operate its entire Facility at the Tier 2, Type A Energy Charge.

The other **[BEGIN CONFIDENTIAL]** ██████████ **[END CONFIDENTIAL]** of the **[BEGIN CONFIDENTIAL]** ██████████ **[END CONFIDENTIAL]** Tier 2 Hours will be designated as Type B, subject to the Tier 2, Type B Energy Charge. Nucor, however, may buy-through these curtailments at the Tier 2, Type B Energy Charge to operate its entire Facility. The decision to buy-through Tier 2, Type B curtailments shall be within Nucor's sole discretion.

The Company reserves the right to change a designated Tier 2 Hour to a Tier 1 Hour within the notification timeframe for a Tier 1 Hour as stated in Paragraph III.A. above. When a Tier 2 Hour is superceded by a Tier 1 Hour that hour will be treated as a Tier 1 Hour with respect to Tier 1 maximum Hours, maximum Periods and minimum credits as provided in Paragraph III. A., above.

The Company shall give Nucor advance notice of the designation of any Tier 2 Hour (and any request to curtail its arc furnace during that hour) by notifying Nucor of such Tier 2 Hour (and any request to curtail) by 5 PM the previous day.

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IV. MONTHLY CHARGES

Nucor shall pay for each kilowatt hour (kWh) of electricity consumed at the Energy Charges as set out below. In addition, Nucor shall pay the Other Monthly Charges set out below for delivery services (transmission and ancillary services), substation (if any) and customer charges.

A. Energy Charges

1. Tier 1 – All hourly energy consumed during a Tier 1 Curtailment Hour, Tier 1 Energy, shall be billed at the applicable hourly Economic Buy-Through Price as described in Section III. A.

2. Tier 2 Energy Charge
 - a. Type A – All hourly energy consumed during a Tier 2, Type A Curtailment Hour shall be billed at a cents-per-kWh (“¢/kWh”) rate of **[BEGIN CONFIDENTIAL]** ██████████ **[END CONFIDENTIAL]** ¢/kWh effective for usage on and after November 1, 2019.

 - b. Type B – All energy consumed during a Tier 2, Type B Hour shall be billed at the applicable **[BEGIN CONFIDENTIAL]** ██████████
 ██████████
 ██████████ **[END CONFIDENTIAL]**. (All **[BEGIN CONFIDENTIAL]** ██████████ **[END CONFIDENTIAL]** charges in

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excess of the base fuel charge and all applicable riders shall
be credited to Nucor's base revenue.)

3. Tier 3 – All hourly energy consumed outside of a Tier 1 or Tier 2 period, Tier 3 Energy, shall be billed at a cents-per-kWh rate of **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** ¢/kWh effective for usage on and after November 1, 2019.
4. Tier 2, Type A and Tier 3 Energy will be billed all applicable Fuel Riders as specified in Paragraph IV. C.1. below.

B. Other Monthly Charges

1. **Reservation Charges for Delivery (Transmission and Ancillary Services) Service:** Nucor will pay Company \$2.10500/KW for transmission and \$0.68900/KW for ancillary services as payment for the delivery of electricity to the facility. Such Reservation Charges shall be applied to the current monthly Billing Demand, as determined in Section V of these Special Terms and Conditions;
2. **Substation Charge:** In the event that Nucor elects to have Company own the Substation, Nucor shall pay Company 1.59% per month of the original cost of such facilities (as mutually agreed to in advance by the parties) in the form of a facilities charge to cover

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installation, operation, maintenance, replacement and all other costs associated with said Substation; and

3. **Customer Charge**: Nucor will pay Company a monthly customer charge of \$4,572.89.
4. **Renewable Energy & Energy Efficiency Portfolio Standard Riders (“REPS Riders”)**: For Dominion Energy North Carolina’s REPS Riders recovery purposes, this Agreement includes the collection of the REPS Riders, effective for usage on and after February 1,2020.
5. **Excess Deferred Income Tax Rider (“Rider EDIT”)**: Under terms of this Agreement, Rider EDIT is applicable to all Tier 2, Type A and Tier 3 kWh for a two-year period, effective for usage on and after November 1, 2019, subject to reconciliation in the second year. Rider EDIT is not subject to refund.

C. Fuel Factor

1. All applicable Fuel Riders will be billed to all Tier 2, Type A and Tier 3 kWh (the base fuel factor is already reflected in the Energy Charges for Tier 1, Tier 2 and Tier 3).
2. For Dominion Energy North Carolina’s fuel recovery purposes, all Energy Charges include the base fuel cost of 2.036¢/kWh and all applicable Fuel Riders.

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D. North Carolina General Franchise Tax

The North Carolina general franchise tax, G.S. § 105-122, is imposed on the Company, pursuant to North Carolina Session Law 2013-316 (see NCUC Dockets M-100, Sub 138 and E-22, Sub 506), and is included in the pricing for all Tier 2, Type A kWh and for all Tier 3 kWh; in the transmission charge and in the ancillary services charge under Reservation Charges for Delivery (Transmission and Ancillary Services) Service; and in the monthly customer charge under Customer Charge. The Parties agree that the sum of the revenue produced by the foregoing charges is designed to collect fully the applicable North Carolina general franchise tax and no additional revenues shall be collected through Tier 1 kWh or Tier 2, Type B kWh charges for the purposes of collecting the North Carolina general franchise tax.

V. DETERMINATION OF BILLING DEMAND FOR DELIVERY SERVICE

The Billing Demand for the current month shall be the highest of:

- A. The highest average kW demand measured during any 60 minute clock-hour interval since September 1, 2000;
- B. 95% of the highest average kVA demand measured during any 60-minute clock-hour interval since September 1, 2000; or
- C. 85,000 kW.

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VI. MODIFICATION TO SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions are subject to modification at any time as ordered by the Commission.

VII. NOTIFICATION

- A. A notification procedure will be established, which shall be mutually agreeable to both parties, to implement interruption of service as may be required in accordance with this Agreement and these Special Terms and Conditions. The procedure may require the installation of a telephone line, at the Customer's expense, dedicated solely to notification.
- B. Notification of Curtailment Hours for Tier 1 and Tier 2 shall be through a procedure established which is mutually agreeable to the Customer and the Company. In the event that notification cannot be accomplished due solely to circumstances attributable to the Company, notification shall not be deemed accomplished and no Curtailment Hours designation shall be applicable to such hour or hours which were the subject of the failed notification.

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VIII. METERS AND METER READING

The Company shall provide, own and maintain any metering equipment it deems necessary, including such equipment necessary to properly measure Customer's demands and energy usage. The Company shall decide whether to locate metering equipment to measure Nucor's demand and energy usage on the high-side or low-side of the Substation. If such equipment is located on the low-side of the Substation, then Customer's usage shall be adjusted (increased) based on acceptable engineering practice to reflect losses through the Substation. The Customer shall provide the Company with access to the Customer's telephone service necessary for the Company to communicate with its metering equipment.

Schedule 26
OUTDOOR LIGHTING SERVICE

I. APPLICABILITY

This schedule is applicable to any county or municipality or to any Housing Authority project created under Chapter 157 of the General Statutes of North Carolina; or any board agency or authority thereof; or any other Customer for outdoor lighting service except where installations are prevented by any public authority having jurisdiction or are otherwise unlawful.

Effective on and after April 30, 2008, new and replacement mercury vapor lamped luminaires are unavailable. If only the lamp or photo-control cell fails on an existing mercury vapor lamped luminaire, the Company will replace the lamp or photo-control cell for as long as these replacement parts remain reasonably available from suppliers. If the lamp or photo-control cell fails on an existing mercury vapor lamped luminaire after these replacement parts are no longer reasonably available from suppliers, or if the ballast or housing fails on an existing mercury vapor lamped luminaire, the Company will replace the mercury vapor lamped luminaire with a LED luminaire of similar lumen output and light distribution at no additional charge to the Customer. The replacement LED luminaire shall be billed under the applicable Schedule 26 LED luminaire rate.

Effective on and after January 1, 2020, new high pressure sodium vapor lamped luminaires are unavailable. The Company will only install LED luminaires for new installations. Such LED luminaires shall be billed under the applicable Schedule 26 LED luminaire rate.

In addition, on failure of an existing high pressure sodium vapor lamped luminaire, the Company will replace the high pressure sodium vapor lamped luminaire with an LED luminaire of similar lumen output and light distribution at no additional charge to the Customer. The replacement LED luminaire shall be billed under the applicable Schedule 26 LED luminaire rate.

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This Filing Effective For Usage On and After 11-01-19.

Schedule 26
 OUTDOOR LIGHTING SERVICE

(Continued)

II. MONTHLY RATE

A. Watchlite, Area, and Roadway Lighting Service

1. Mercury Vapor and Sodium Vapor Lighting

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month
3,300	Mercury Vapor	125	40	\$11.77
7,000	Mercury Vapor	208	70	\$13.79
11,000	Mercury Vapor	294	100	\$16.32
20,000	Mercury Vapor	452	150	\$21.03
33,000	Mercury Vapor	765	250	\$35.69
53,000	Mercury Vapor	1,080	360	\$44.13
5,000	Sodium Vapor	82	30	\$12.61
8,000	Sodium Vapor	120	40	\$13.52
14,000	Sodium Vapor	202	70	\$15.40
23,000	Sodium Vapor	315	105	\$19.80
42,000	Sodium Vapor	490	160	\$31.27
127,000	Sodium Vapor	1,130	380	\$46.04

2. LED Lighting – Basic Fixtures

Luminaire Rate Tier	Type	Monthly kWh Operating Range	Billed Monthly kWh	Rate per Unit per Month
1	LED	0 – 9	5	\$10.21
2	LED	10 – 19	15	\$12.11
3	LED	20 – 29	25	\$13.64
4	LED	30 – 39	35	\$14.54
5	LED	40 – 49	45	\$16.51
6	LED	50 – 59	55	\$19.91
7	LED	60 – 69	65	\$21.15
8	LED	70 – 79	75	\$22.33
9	LED	80 – 89	85	\$24.11
10	LED	90 – 99	95	\$25.18

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Schedule 26
OUTDOOR LIGHTING SERVICE

(Continued)

II. MONTHLY RATE (Continued)

B. Premium Fixtures

- The following charges are applicable for sodium vapor premium fixtures mounted on non-decorative poles or decorative fluted fiberglass poles. The applicable rate per unit per month is determined in accordance with the pole type as shown below.

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month		
				Non-decorative Pole	Decorative Fluted Pole	Each Additional Unit on Same Pole
5,000	Sodium Vapor	82	30	\$27.65	\$42.09	\$13.00
8,000	Sodium Vapor	120	40	\$28.16	\$43.31	\$13.49
14,000	Sodium Vapor	202	70	\$30.67	\$45.35	\$15.10
23,000	Sodium Vapor	315	105	\$37.16	Not Available	\$21.56
42,000	Sodium Vapor	490	160	\$40.68		\$25.08

- The following charges are applicable for LED premium fixtures mounted on non-decorative poles or decorative fluted fiberglass poles.

Luminaire Rate Tier	Type	Monthly kWh Operating Range	Billed Monthly kWh	Rate per Unit per Month
1	LED	0 – 9	5	\$26.87
2	LED	10 – 19	15	\$27.52
3	LED	20 – 29	25	\$29.55
4	LED	30 – 39	35	\$31.59
5	LED	40 – 49	45	\$32.25
6	LED	50 – 59	55	\$32.90
7	LED	60 – 69	65	\$33.56
8	LED	70 – 79	75	\$34.21
9	LED	80 – 89	85	\$35.52
10	LED	90 – 99	95	\$36.17

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This Filing Effective For Usage On and After 11-01-19.

Schedule 26
 OUTDOOR LIGHTING SERVICE

(Continued)

II. MONTHLY RATE (Continued)

C. Wide-area Lighting Service (Expressway fixture)

Wide-area lighting is provided under this paragraph using Expressway-type fixtures mounted on non-decorative poles.

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month	
				First Unit per Pole	Each Additional on Same Pole
23,000	Sodium Vapor	315	105	\$45.91	\$27.29
42,000	Sodium Vapor	490	160	\$50.74	\$31.63

D. Directional Lighting Service

Directional lighting is provided under this paragraph for directional fixtures mounted on non-decorative poles.

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month	
				First Unit per Pole	Each Additional on Same Pole
20,000	Mercury Vapor	452	150	\$22.26	\$17.67
53,000	Mercury Vapor	1,080	360	\$42.18	\$28.12
42,000	Sodium Vapor	490	160	\$32.27	\$18.17
127,000	Sodium Vapor	1,130	380	\$45.40	\$31.39

E. Suburban Lighting Service -- Residential Underground only

Suburban poles and fixtures are available for providing area lighting to residential property exclusive of apartments, condominiums and townhouses. The monthly charges for Suburban Lighting Service are as follows:

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Schedule 26
 OUTDOOR LIGHTING SERVICE

(Continued)

II. MONTHLY RATE (Continued)

Approximate Lumens	Input Wattage	Monthly kWh	Rate per Unit per Month
5,000	82	30	\$15.71
8,000	120	40	\$16.52

F. Fuel Costs

The energy charges in this schedule contain a base fuel cost of 2.118 cents per kilowatt-hour.

G. The rate per unit per month in Paragraphs II.A.1., II.A.2., II.B.1., II.B.2., II.C., II.D. and II.E., above, shall be increased or decreased by any applicable Riders.

H. Minimum Charge

The monthly minimum charge will be the rate specified in Paragraph II.A., II.B.1., II.B.2., II.C., II.D., or II.E., above. The minimum charge shall be increased or decreased by any applicable Riders.

III. CONVERSION CHARGE

Upon Customer request, the Company will convert an existing mercury vapor or sodium vapor luminaire, billed in accordance with the applicable of Paragraph II.A.1. or II.B.1., above, to an available LED luminaire upon payment, in advance, by the Customer to the Company of the applicable Conversion Charge, as shown below:

For Luminaires Billed in Accordance With	Conversion Charge
Paragraph II.A.1. Mercury Vapor Lighting	\$ 0.00
Paragraph II.A.1. Sodium Vapor Lighting	\$131.00
Paragraph II.B.1. Sodium Vapor Lighting	\$364.00

The above Conversion Charges will not apply if the lamp or photo-control cell fails on an existing mercury vapor luminaire, after these replacement parts are no longer reasonably available from suppliers or if the ballast or housing fails.

IV. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

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 This Filing Effective For Usage On and After 11-01-19.

Schedule 26
OUTDOOR LIGHTING SERVICE

(Continued)

V. BILLING

The Company shall have the option of monthly or bimonthly billing.

VI. TERMS AND CONDITIONS

The complete installation is to be provided, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. Normally, overhead lights will be installed on Company wood poles or on other wood poles on which the Company has installed standard attachments. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

The Company shall not be obligated to construct or own any line extension or other facilities to provide outdoor lighting service, the cost of which shall exceed four times the continuing annual revenue, excluding approved fuel charge revenue, anticipated from any such line extension. If the cost of installing the line extension or other facilities is in excess of four times the anticipated continuing annual revenue, excluding approved fuel charge revenue, the Customer will pay to the Company, in advance of the construction of the extension or other facilities, an amount equal to the excess cost.

Outside the areas designated by the Company as underground distribution areas, when the Company is requested by the Customer to install underground units for outdoor lighting service, the Company will make such an installation provided the Customer pays to the Company, in advance, the amount by which the cost of the installation exceeds four times the continuing annual revenue, excluding approved fuel charge revenue anticipated from the installation. The Customer, however, shall install, own and maintain all fixed items such as conduit, pads, handholds and pole foundations. Poles will not be considered fixed items. Within the areas designated by the Company as underground distribution areas, the Company shall not be obligated to construct or own any facilities beyond the property line of the Customer.

The Customer shall report to the Company, as promptly as possible any and all lights that are out or not burning properly. The Company will endeavor to replace or repair such lights on the next following regular working day.

VII. TERM OF CONTRACT

Open order where the fixtures and other service facilities are in place. In all other cases, the term of contract shall be such as may be mutually agreed upon, but not less than one year.

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Electric-North Carolina

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This Filing Effective For Usage On and After 11-01-19.

Schedule 30
COUNTY, MUNICIPAL OR HOUSING AUTHORITY
ELECTRIC SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any county or municipality or to any Housing Authority project created under Chapter 157 of the General Statutes of North Carolina, or any board, agency or authority thereof. This schedule is not applicable to defense or veteran housing projects or for breakdown, relay or parallel operation service.

II. MONTHLY RATE

A. Miscellaneous Light and Power Service

1. Basic Customer Charge
Basic Customer Charge \$18.93 per billing month
2. Plus kW Demand Charge
First 100 kW or less included in kWh Charge
All kW over 100 @ \$3.46 per kW
3. Plus Energy Charge
 - a. For billing months of June through September:
First 800 kWh @ 9.4529¢ per kWh
Next 2200 kWh* @ 9.3823¢ per kWh
Additional kWh @ 7.2780¢ per kWh
 - b. For billing months of October through May:
First 800 kWh @ 8.7024¢ per kWh
Next 2200 kWh* @ 8.6328¢ per kWh
Additional kWh @ 6.5436¢ per kWh

*Add 200 kWh for each kW of demand over 10 through 30 kW, and add 100 kWh for each kW of demand over 30 kW.

The energy charges in this schedule contain a base fuel cost of 2.115 cents per kilowatt-hour.

Filed 08-07-20
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 On a Temporary Basis, Subject to Refund.
This Filing Effective For Usage On and After 11-01-19.

Schedule 30
COUNTY, MUNICIPAL OR HOUSING AUTHORITY
ELECTRIC SERVICE

(Continued)

II. MONTHLY RATE (Continued)

4. The energy charges in II.A.3., above, shall be increased or decreased by any applicable Riders.
5. Minimum Charge

The Minimum Charge shall be determined as the highest of the following increased or decreased by any applicable Riders:

- a. The Basic Customer Charge in Paragraph II.A.;
- b. The kW of Demand determined under Paragraph IV. of this schedule, multiplied by \$5.71 per kW for the billing months of June through September or \$2.35 per kW for the billing months of October through May;
- c. Any Contract Minimum Dollar Amount provided for in the Agreement for the Purchase of Electricity executed between the Company and the Customer.

B. Outdoor Lighting Service Available under Schedule 26

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance will be added to the current bill.

IV. DETERMINATION OF DEMAND

When a demand meter is present and when the use of electricity exceeds 3,000 kWh for any billing month or has exceeded 3,000 kWh for any billing month during the preceding eleven months, the kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the billing month. When a Customer transfers from another schedule to this schedule the use of electricity under the former schedule will be used to determine the applicability of the demand provisions of this schedule.

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This Filing Effective For Usage On and After 11-01-19.

Schedule 30
COUNTY, MUNICIPAL OR HOUSING AUTHORITY
ELECTRIC SERVICE

(Continued)

V. METER READING AND BILLING

- A. Meters may be read in units of 10 kWh and bills rendered accordingly. For unmetered traffic control service installations, one-twelfth of the estimated annual kWh will be billed each month.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two; the number of kWh specified in each block of the Monthly Rate shall be multiplied by two before the rates per kWh are applied to the usage for the bimonthly period; the Demand Charge for all kW in excess of 100 kW shall be multiplied by two; and the Minimum Charge, excluding all applicable Riders, shall be multiplied by two. All applicable Riders shall be added to such modified Minimum Charge.

VI. TERM OF CONTRACT

Open order, unless the Customer or Company requests a written contract. In such case, the term of contract for the purchase of electricity under this schedule shall be mutually agreed upon, but not less than one year.

Schedule 30T
COUNTY, MUNICIPAL OR STATE
TRAFFIC CONTROL SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any county, municipal, or state-owned traffic control service.

II. MONTHLY RATE

A. Basic Customer Charge

Basic Customer Charge \$8.79 per billing month

B. Plus Energy Charge

1. All kWh @ 8.0305¢ per kWh

The energy charge in this schedule contains a base fuel cost of 2.118 cents per kilowatt-hour.

2. The energy charge in II.B., above, shall be increased or decreased by any applicable Riders.

C. The minimum charge shall be such as may be contracted for but not less than the Basic Customer Charge in II.A., above. The minimum charge shall be increased or decreased by any applicable Riders.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance will be added to the current bill.

IV. METER READING AND BILLING

A. For unmetered services connected prior to August 1, 1973, the wattage of the lamp(s) will be determined and the annual kWh estimated. One-twelfth of the estimated annual kWh will be billed each month.

B. Services connected on and after August 1, 1973, will be metered. Meters may be read in units of 10 kWh and bills rendered accordingly.

Schedule 30T
COUNTY, MUNICIPAL OR STATE
TRAFFIC CONTROL SERVICE

(Continued)

IV. METER READING AND BILLING (Continued)

- C. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- D. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two and the minimum charge shall be the modified Basic Customer Charge.

V. TERM OF CONTRACT

Open order, unless the Customer or Company requests a written contract. In such case, the term of the contract for the purchase of electricity under this schedule shall be mutually agreed upon, but not less than one year.

Schedule 42
COUNTY, MUNICIPAL OR HOUSING AUTHORITY
ALL-ELECTRIC BUILDING SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any county or municipality or to any Housing Authority project created under Chapter 157 of the General Statutes of North Carolina, or any board, agency or authority thereof. This schedule is for service to any all-electric public school or other all-electric public building owned or leased by the county or municipality or Housing Authority provided:

- A. Each building is normally occupied by employees of the county or municipality, or tenants of the Housing Authority for not less than 180 days per year.
- B. Electricity used in each building is for all purposes including space heating, water heating and cooking.
- C. Electric space heating equipment in each building is permanently installed and no other source of comfort heating is used.

This schedule is not applicable to defense or veteran housing projects or for breakdown, relay or parallel operation service.

II. MONTHLY RATE

- A. Basic Customer Charge
Basic Customer Charge \$18.93 per billing month
- B. Plus Energy Charge
9.3652¢ per kWh for billing months of June through September
6.8452¢ per kWh for billing months of October through May
The energy charges in this schedule contain a base fuel cost of 2.115 cents per kilowatt-hour.
- C. Plus kW Demand Charge
First 100 kW of demand or less included in Energy Charge
All kW over 100 @ \$3.45 per kW
- D. The energy charges in II.B., above, shall be increased or decreased by any applicable Riders.
- E. The minimum charge shall be the Basic Customer Charge in II.A., above. The minimum charge shall be increased or decreased by any applicable Riders.

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This Filing Effective For Usage On and After 11-01-19.

Schedule 42
COUNTY, MUNICIPAL OR HOUSING AUTHORITY
ALL-ELECTRIC BUILDING SERVICE

(Continued)

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance will be added to the current bill.

IV. DETERMINATION OF DEMAND

The kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the billing month.

V. METER READING

- A. Meters may be read in units of 10 kWh and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the minimum charge and demand charge for all kW in excess of 100 kW will be multiplied by two.

VI. EQUIPMENT SPECIFICATIONS

The type, design and size of tank, the size and number of heater units, and the method of water heater operation are subject to approval by the Company.

The type, design, capacity, method of operation, and installation of the electric space heating equipment are subject to approval by the Company. The electric space heating design and installation shall conform to good engineering practice and provide for satisfactory operation and comfort.

VII. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon, but not less than one year.

EXHIBIT OF APPLICABLE RIDERS

- I. The riders listed below are applicable to the following Dominion Energy North Carolina filed Rate Schedules 1, 1DF, 1P, 1T, 1W, 5, 5C, 5P, 6C, 6L, 6P, 6VP, LGS – RTP With Customer Baseline Load, NS, 7, 10, 26, 30, 30T, and 42, as well as applicable charges specified in any special rates, contracts or incentives.

Rider	Description	Effective For Usage On and After
A	Fuel Cost Rider	02-01-24
B	Experience Modification Factor (EMF)	02-01-24 Through and Including 01-31-25
B1	Experience Modification Factor (EMF)	02-01-24 Through and Including 01-31-25
C	Demand Side Management/ Energy Efficiency Rider	02-01-24
CE	DSM/EE Experience Modification Factor (DSM/EE EMF)	02-01-24
RP	Renewable Energy & Energy Efficiency Portfolio Standard Rider	02-01-24 Through and Including 01-31-25
RPE	RPS Experience Modification Factor (REPS EMF)	02-01-24 Through and Including 01-31-25

- II. The riders listed below may apply based upon the circumstances as indicated in the applicability section of the specific rider.

Rider	Description	Effective Date
CO	NC GreenPower Carbon Offset Program	For Bills Rendered On and After 08-01-11
D	Tax Effect Recovery Factor	09-01-20
EDR	Economic Development	11-01-16
F	Receivers or Trustees	06-01-54
GP	NC GreenPower Program	For Bills Rendered On and After 04-09-15
REN	NC GreenPower Program	For Bills Rendered On and After 07-28-03

RIDER A

FUEL COST RIDER

The applicable cents per kilowatt-hour charge¹ shall be added to the base fuel cost contained in the energy charges within each of the following Dominion Energy North Carolina filed Rate Schedules.

Rate Schedule	Customer Class	Cents per kWh Charge
Schedule 1	Residential	1.3755¢/kWh
Schedule 1DF	Residential	1.3755¢/kWh
Schedule 1P	Residential	1.3755¢/kWh
Schedule 1T	Residential	1.3755¢/kWh
Schedule 1W	Residential	1.3755¢/kWh
Schedule 5	SGS & Public Authority	1.3753¢/kWh
Schedule 5C	SGS & Public Authority	1.3753¢/kWh
Schedule 5P	SGS & Public Authority	1.3753¢/kWh
Schedule 7	SGS & Public Authority	1.3753¢/kWh
Schedule 30	SGS & Public Authority	1.3753¢/kWh
Schedule 42	SGS & Public Authority	1.3753¢/kWh
Schedule 6C	Large General Service	1.3675¢/kWh
Schedule 6L	Large General Service	1.3675¢/kWh
Schedule 6P	Large General Service	1.3675¢/kWh
Schedule 10	Large General Service	1.3675¢/kWh
Schedule LGS – RTP With Customer Baseline Load	Large General Service	1.3675¢/kWh
Schedule 26	Outdoor Lighting	1.3755¢/kWh
Schedule 30T	Traffic Control	1.3755¢/kWh
Schedule 6VP	6VP	1.3417¢/kWh
Schedule NS Tier 2-Type A and Tier 3 Energy Charges	Schedule NS	1.3223¢/kWh
Schedule NS Tier 1 Type A & B, and Tier 2-Type B Energy Charges	Schedule NS	Rider A is Included in the Energy Charges

¹This charge is not a part of the base fuel cost included in the energy prices stated in the Rate Schedules and should, therefore, be applied in addition to the prices stated in the Rate Schedules.

Virginia Electric and Power Company

RIDER D

TAX EFFECT RECOVERY

Contributions in aid of construction (“contributions”) made pursuant to the following provisions of the Terms and Conditions shall be multiplied by a Tax Effect Recovery Factor (TERF) of 1.15226 to determine the total payment amount due from the Customer (or Applicant):

1. Section IV – Service Connections, Paragraphs F.3.a., F.3.b., and F.3.d. (one-time charge only);
2. Section XXII, Electric Line Extensions and Installations.

The TERF shall also be applied to other contributions that may occur from time to time to the extent they are classified as taxable income to the Company. However, the TERF shall not be applied to contributions for the provision of temporary service.

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Electric-North Carolina

Superseding Filing Effective 01-01-18.
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Docket No. E-22, Sub 562

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R1 -17 (b) (2)

PUBLIC

CONFIDENTIAL INFORMATION REDACTED

EXHIBIT II
DOMINION ENERGY NORTH CAROLINA
PROPOSED CHARGES

The table of contents, rate schedules, riders, and Terms and Conditions which the applicant seeks to change are as follows:

Table of Contents

Terms and Conditions for Supplying Electricity and Riders

I	-	Definitions
IV	-	Service Connections
V	-	Location of Company's Equipment
IX	-	Deposits
X	-	Billing and Re-Billing of Metered and Unmetered Services
XVI	-	Discontinuance of the Supply of Electricity
XVII	-	Reconnection of the Supply of Electricity
XIX	-	Testing Facilities and Equipment
XXI	-	Meter Tests Requested By Customer
XXII	-	Electric Line Extensions and Installations
XXIII	-	Temporary Service
XXV	-	Net Metering

Agreement for the Purchase of Electricity

Schedule of Rates

Schedule 1	-	Residential Service
Schedule 1DF	-	Dual Fuel Service – Residential (Closed)
Schedule 1E	-	Residential Service (Experimental)
Schedule 1P	-	Residential Service
Schedule 1T	-	Residential Service
Schedule 1W	-	Time-Controlled Storage Water Heating or Storage Space Heating – Residential
Schedule 5	-	Small General Service
Schedule SGS-EV	-	Small General Service – EV Charging Service (Experimental)
Schedule 5C	-	Cotton Gin Service
Schedule 5P	-	Small General Service
Schedule 6C	-	Large General Service – Curtailable
Schedule 6L	-	Large General Service
Schedule 6P	-	Large General Service
Schedule 6VP	-	Large General Service – Variable Pricing

- Schedule 7 - Electric Heating (Closed)
- Schedule 10 - Large General Service
- Schedule LGS – RTP With Customer Baseline Load - Day-Ahead Hourly Pricing, Large General Service Experimental
- Schedule NS -
- Schedule 26 - Outdoor Lighting Service
- Schedule 30 - County, Municipal or Housing Authority Electric Service
- Schedule 30T - County, Municipal or State – Traffic Control Service
- Schedule 42 - County, Municipal or Housing Authority – All Electric Building Service

Exhibit of Applicable Riders

Schedule of Riders

- Rider A - Fuel Cost Rider
- Rider D - Tax Effect Recovery

Virginia Electric and Power Company

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II. Application for Electricity	01-01-11
III. Inspection	01-01-17
IV. Service Connections	09-01-20 <u>05-01-24</u>
V. Location of Company's Equipment	01-01-11 <u>05-01-24</u>
VI. Characteristics of Electricity Supplied	01-01-11
VII. Voltage	01-01-11
VIII. Selection of Schedule	01-01-11
IX. Deposits	01-01-11 <u>05-01-24</u>
X. Billing and Re-Billing of Metered and Unmetered Services	09-01-20 <u>05-01-24</u>
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XIV. Customer's Responsibility	01-01-11
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XVI. Discontinuance of the Supply of Electricity	09-01-20 <u>05-01-24</u>
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Virginia Electric and Power Company

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Schedule 1P	Residential Service	For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule 1T	Residential Service	For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule 1W	Time-Controlled Storage Water Heating or Storage Space Heating- Residential	For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule 5	Small General Service	For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule 5C	Cotton Gin Service	For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule 5P	Small General Service	For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule 6C	Large General Service - Curtailable	For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule 6L	Large General Service	For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule 6P	Large General Service	For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule 6VP	Large General Service Variable Pricing	For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule SG	Standby Generator Experimental (Closed)	For Usage On and After 01-01-18
Schedule 7	Electric Heating (Closed)	For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule 10	Large General Service	For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule LGS-RTP	With Customer Baseline Load Day-Ahead Hourly Pricing, Large General Service	For Usage On and After 07-01-23 <u>05-01-24</u>
Schedule NS		For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule 19-FP	Power Purchases from Cogeneration and Small Power Production Qualifying Facilities	For Usage On and After 01-06-23
Schedule 19-LMP	Power Purchases from Cogeneration and Small Power Production Qualifying Facilities	For Usage On and After 01-06-23
Schedule 26	Outdoor Lighting Service	For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule 30	County, Municipal or Housing Authority Electric Service	For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule 30T	County, Municipal, or State Traffic Control Service	For Usage On and After 11-01-19 <u>05-01-24</u>
Schedule 42	County, Municipal or Housing Authority All-Electric Building Service	For Usage On and After 11-01-19 <u>05-01-24</u>

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Virginia Electric and Power Company

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Schedule CENG	Non-Residential Engagement Program	06-01-22
Schedule CNR2	Non-Residential Enhanced Prescriptive Program	06-01-22
Schedule CNR3	Non-Residential Prescriptive Bundle Program	03-01-24
Schedule KITS	Residential Energy Efficiency KITS Program	03-01-21
Schedule NRHCE2	Non-Residential Heating and Cooling Efficiency Program	01-01-20
Schedule NRLSC2	Non-Residential Lighting Systems and Controls Program	01-01-20
Schedule NRLSC3	Non-Residential Lighting Systems and Controls Program	06-01-23
Schedule NRNC	Non-Residential New Construction Program	03-01-21
Schedule NROP	Non-Residential Office Program	01-01-20
Schedule NRSM	Non-Residential Small Manufacturing Program	01-01-20
Schedule NRWF	Non-Residential Window Film Program	01-01-20
Schedule RAR	Residential Appliance Recycling Program	01-01-20
Schedule REPM	Residential Efficient Products Marketplace Program	01-01-20
Schedule RHEA	Residential Home Energy Assessment Program	01-01-20
Schedule RHR2	Residential Home Retrofit Bundle Program	03-01-24
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Exhibit of Applicable Riders		02-01-24 <u>05-01-24</u>
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Rider B	Experience Modification Factor (EMF)	For Usage On and After 02-01-24 Through and Including 01-31-25
Rider B1	Experience Modification Factor (EMF)	For Usage On and After 02-01-24 Through and Including 01-31-25
Rider C	Demand Side Management/Energy Efficiency	For Usage On and After 02-01-24
Rider CE	DSM/EE Experience Modification Factor (DSM/EE EMF)	For Usage On and After 02-01-24
Rider CO	NC GreenPower Carbon Offset Program	For Bills Rendered On and After 08-01-11
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Rider F	Receivers or Trustees	06-01-54
Rider GP	NC GreenPower Program	04-09-15
Rider REN	NC GreenPower Program	07-28-03
Rider RP	Renewable Energy & Energy Efficiency Portfolio Standard Rider	For Usage On and After 02-01-24 Through and Including 01-31-25
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TERMS AND CONDITIONS

I. DEFINITIONS

Certain words and phrases as used in this filing shall be understood to have the following meaning:

1. “AMI Opt-Out Customer” - A Customer served under Residential Service – Schedule 1 that requests to opt-out of receiving a smart meter and has a non-communicating digital meter installed by the Company as an alternative.
2. “Applicant” - Any person, group of persons, association, partnership, firm or corporation requesting a supply of electricity from the Company.
23. “Cogeneration” - A process that simultaneously produces two forms of useful energy, electric power and steam.
34. “Commission” - North Carolina Utilities Commission
45. “Company” - Virginia Electric and Power Company
56. “Customer” - Any person, group of persons, association, partnership, firm, corporation, and the associated account, as applicable, purchasing electricity or services from the Company.
67. “Delivery Point” - The point where the Company's conductors for supplying electricity are connected to the Customer's conductors for receiving the electricity, unless otherwise specified in the Agreement for the Purchase of Electricity executed between the Company and the Customer.
78. “Excess Distribution and Substation Facilities” - All distribution and substation facilities provided by the Company in addition to those the Company normally would provide to supply electricity to the Customer at one Delivery Point.

(Continued)

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Electric-North Carolina

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Virginia Electric and Power Company

TERMS AND CONDITIONS

IV. SERVICE CONNECTIONS

A. The normal electric service provided by the Company to a Customer's unique load shall be at one Delivery Point, at the mutually agreed characteristics, and metered at the Delivery Point. The Company will apply its rates and charges to Customers on the basis of the facilities normally provided by the Company to serve the demand requirements of the Customer.

B. A service connection charge of \$~~37.66~~17.32 will be made whenever service (other than temporary service) is initiated by any Customer at a specified Delivery Point, or resumed after discontinuance at the Customer's request. This charge shall apply to each separate Delivery Point and will be in addition to any other charges required to provide the Customer with electricity.

C. The Company will make application for the permits and acquire the easements necessary for it to provide service to the property occupied by the Applicant or Customer, except that Applicant or Customer may be required to assist in securing such permits and easements on private property. The Applicant or Customer will apply for, obtain, and deliver to the Company all other permits or certificates necessary to give the Company the right to connect its conductors to the Applicant's or Customer's wiring, and access for all other proper purposes, including an easement from the landowner for the Company's facilities. The Company shall not be required to supply electricity until a reasonable time has elapsed after the Company has obtained or received all necessary permits, certificates, and easements. The Company shall further not be obligated to supply electricity until Applicant or Customer has properly prepared the site for installation of the Company's facilities. This preparation is to include, but not be limited to, surveying, staking, grading and clearing of vegetation and debris, as required by the Company.

D. Should any change(s) in the service connection furnished to the Customer by the Company be made necessary by any requirement of public authority, the entire cost of such changes on the Customer's side of the Delivery Point shall be borne by the Customer.

E. All electricity will normally be metered at the voltage delivered to the Customer; however, the Company reserves the right, where it desires for its own purposes, to meter the electricity on the Company's side of the transformer or transformers, but the Customer will then be allowed a discount of 2% in the energy charge.

(Continued)

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Electric-North Carolina

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Virginia Electric and Power Company

TERMS AND CONDITIONS

IV. SERVICE CONNECTIONS (Continued)

F. Whenever a Customer requests that the Company supply electricity to a single premise in a manner which requires equipment and facilities in excess of those which the Company would normally provide, and the Company finds it practical to do so, such excess equipment and facilities will be provided under the following conditions:

1. Electricity will be supplied only to a single premise consisting of contiguous property whose surface is not divided by any dedicated public street, road, highway, or alley or by property not owned or leased by the Customer.
2. The facilities supplied shall be of a kind and type of transmission or distribution line or substation equipment normally used by or acceptable to the Company and shall be installed in a place and manner satisfactory to the Company. All equipment provided and installed by the Company shall be and remain the property of the Company. When excess facilities are provided to supply electricity at more than one Delivery Point, the primary facilities interconnecting the Delivery Points shall be located on the Customer's premise.
3. Excess facilities, or those facilities provided by the Company in addition to those facilities normally provided to supply electricity to the Customer at one Delivery Point, may be installed by the Company under either of the following options:
 - a. The Customer agrees to pay the Company (i) a One-time Facilities Charge equal to the estimated new installed cost of all excess facilities provided by the Company, multiplied by a Tax Effect Recovery Factor, pursuant to Rider D – Tax Effect Recovery, plus (ii) a Monthly Facilities Charge equal to ~~0.390.274~~% of the estimated new installed cost of all Excess Distribution and Substation Facilities, provided by the Company, plus ~~0.130.130~~% of the estimated new installed cost of all Excess Transmission Facilities provided by the Company, which includes replacement and maintenance charges for the excess facilities. The Monthly Facilities Charge will be in addition to the charge for electricity in accordance with the applicable Rate Schedule.

(Continued)

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Virginia Electric and Power Company

TERMS AND CONDITIONS

IV. SERVICE CONNECTIONS (Continued)

- b. Electricity will continue to be supplied as follows only to those served locations that were contracting for service in accordance with the following provisions prior to May 25, 1988.

The Customer must (i) agree to pay the Company a One-time Facilities Charge equal to the estimated new installed cost of all excess facilities multiplied by a Tax Effect Recovery Factor, pursuant to Rider D – Tax Effect Recovery and (ii) agree to reimburse the Company for any expenditures required for the replacement and maintenance of such facilities, necessary to provide a continuous supply of electricity to the Customer. The Company will, whenever possible, review the anticipated replacement and maintenance costs with the Customer before the additional facilities are installed. However, emergency conditions may not allow for review of the estimated charges prior to such installation but such charges will still apply. The Facilities Charge and reimbursement of Company expenditures for replacement and maintenance will be in addition to the charge for electricity in accordance with the applicable Rate Schedule.

- c. The Customer agrees to pay the Company a Monthly Facilities Charge equal to ~~1.081,239~~% of the estimated new installed cost of all Excess Distribution and Substation Facilities, provided by the Company, plus ~~0.840,912~~% of the estimated new installed cost of all Excess Transmission Facilities provided by the Company, in addition to those the Company would normally provide to supply electricity to the Customer at one Delivery Point. The Monthly Facilities Charge will be in addition to the charge for electricity in accordance with the applicable Rate Schedule.

- ~~d. Electricity will continue to be supplied as follows only to those locations that were contracting for service prior to January 1, 2011.~~

(Continued)

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Electric-North Carolina

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Virginia Electric and Power Company

TERMS AND CONDITIONS

IV. SERVICE CONNECTIONS (Continued)

~~The Customer agrees to pay the Company (i) a One-time Facilities Charge equal to the estimated new installed cost of all excess facilities provided by the Company, multiplied by a Tax Effect Recovery Factor, pursuant to Rider D—Tax Effect Recovery, plus (ii) a Monthly Facilities Charge equal to 43% of the estimated new installed cost of all excess facilities provided by the Company, which includes replacement and maintenance charges for the excess facilities. The Monthly Facilities Charge will be in addition to the charge for electricity in accordance with the applicable Rate Schedule.~~

~~The Customer agrees to pay the Company a Monthly Facilities Charge equal to 1.08% of the estimated new installed cost of all excess facilities, provided by the Company in addition to those the Company would normally provide to supply electricity to the Customer at one Delivery Point. The Monthly Facilities Charge will be in addition to the charge for electricity in accordance with the applicable Rate Schedule.~~

~~4. The monthly charges contained in subparagraph 3., above, will be billed monthly and will be in addition to the normal charges for electricity in accordance with the applicable Rate Schedule.~~

54. Whenever a Customer requests the Company to provide an alternate source of supply that the Company would not normally provide, the Facilities Charge for the alternative supply facilities shall be calculated as in subparagraph 3., above. When the facilities used to provide alternate service to a Customer are also used to serve other customers, the cost of such facilities shall be included in the calculation of the Facilities Charge only in the proportion that the capacity reserved for alternate service to the Customer bears to the operating capacity of such facilities.

65. The Company shall not be required to make such installations of equipment and facilities in addition to those normally provided until the Customer has signed such agreements and fulfilled such other conditions as may be required by the Company.

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Electric-North Carolina

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This Filing Effective 09-01-2005-01-24.

TERMS AND CONDITIONS

V. LOCATION OF COMPANY'S EQUIPMENT

A. The Company shall have the right to install, in locations suitable to the Company, any poles, lines, transformers, or any other equipment on the property occupied by the Customer which, in the Company's judgment, are necessary and appropriate to provide in supplying electricity to the Customer.

B. The Customer shall provide suitable space for the installation and ongoing operation and maintenance of the necessary Company facilities and metering apparatus, and such space shall be:

1. Substantially free from vibration for metering apparatus.
2. An outside meter location for all residential services unless otherwise approved by the Company; or, and an outside location, where practicable, for commercial, industrial, or large residential apartment premise. The Company reserves the right to designate the meter location.
3. Unobstructed, readily accessible, safe, and convenient for the ongoing operation and maintenance of all Company facilities. This includes reading, testing and servicing of the meter by the Company.
4. The metering apparatus shall be Protected from damage by the elements or the negligent or deliberate acts of persons.

C. All equipment furnished and installed by the Company shall be and remain the property of the Company.

TERMS AND CONDITIONS

IX. DEPOSITS

A. As permitted by Chapter 12 of the Rules and Regulations of the Commission regarding the establishment or re-establishment of credit, the Company may require the Applicant or Customer to deposit with the Company initially and from time to time, as a guarantee of payment for electricity used, such amounts of cash or other security as in the Company's judgment will secure the Company from loss. Deposits for estimated electricity charges for the upcoming twelve months shall not exceed the Customer's estimated liability for two-twelfths of such estimated electricity charges. Deposits for seasonal service shall not exceed one-half of the estimated electricity charges for the season during which the Company is to supply electricity to the Customer. If a deposit is required, the Company shall not be bound to supply electricity until the appropriate deposit is paid, and the Company may discontinue the supply of electricity if the appropriate deposit is not paid.

B. The Company may require a Customer on whose premise the Company's meter, wires or other apparatus have in any manner been tampered with, or damaged in such a way as to prevent the meter from recording under seal the amount of electricity supplied, to deposit with the Company such reasonable amounts of cash as will ensure payment for repairs in the event of future tampering or damage.

C. The collection, retention, interest payment, and refund of all such deposits shall be in accordance with Chapter 12 of the Rules and Regulations of the Commission establishing uniform rules for the collection of Customer deposits.

D. Simple interest will be paid on deposits at the rate of eight percent per annum, provided such deposits remain with the Company for a period of longer than 90 days. ~~Upon request from a Customer, the Company will pay accrued interest annually either by direct refund or credit to the Customer's account.~~ The Company will automatically apply accrued interest annually to the Customer's account.

TERMS AND CONDITIONS

X. BILLING AND RE-BILLING OF METERED AND UNMETERED SERVICES

A. When meters are installed by the Company to measure the electricity used by the Company's Customers, all charges for electricity used, except certain minimum charges, shall be calculated from the readings of such meters. Charges for electricity used will be based on the readings of meters owned and operated solely by the Company, applicable contract minimum dollar amount, or the estimated kWh usage since the last meter reading. The Company may for its own purposes use meters that are read remotely.

B. Normally electricity will be furnished through one Delivery Point and one set of metering apparatus and will be billed separately on the applicable Rate Schedule selected by the Customer. Residential master meter installations are prohibited by Statute 143-151.42 of the North Carolina State law. However, the Company reserves the right, where it desires for its own purposes because of the amount or characteristics of electricity required, to install two or more sets of metering apparatus, to combine the readings of meters so installed for billing purposes, and to bill these combined readings on the applicable Rate Schedule selected by the Customer. When the number of days in the billing period is less than 26 or more than 40 on a "Monthly Rate" Rate Schedule, the Company will prorate the Basic Customer Charge, any Demand Charge, and each kWh block size for all kWh blocks with the exception of the last kWh block. If the Rate Schedule does not include blocked kWh charges, proration is not required as the kWh charge does not change with usage.

C. All electricity will normally be metered at the voltage delivered to the Customer; however, the Company reserves the right, where it desires for its own purposes, to meter the electricity on the Company's side of the transformer or transformers, but the Customer will then be allowed a discount of 2% in the energy charge.

D. Meters in service may be tested by the Company, the Commission or any other lawfully constituted authority having jurisdiction. When, as the result of such a test, a meter is found to be no more than 2% fast or slow, no adjustment will be made in the Customer's bills. If the meter is found to be more than 2% fast or slow because of incorrect calibration, the Company will rebill the Customer for the correct amount as calculated in accordance with the then effective applicable Commission rule.

E. Whenever it is found that, for any reason other than incorrect calibration, the metering apparatus has not registered the true amount of electricity which has been used by the Customer, billing adjustments will be made in accordance with the then effective applicable Commission Rule. In the case of tampering, interest will be charged at a rate equal to that authorized by the Commission for late payments.

(Continued)

TERMS AND CONDITIONS

X. BILLING AND RE-BILLING OF METERED AND UNMETERED SERVICES
(Continued)

- F. If, during the term of agreement for furnishing electricity to a Customer, the Customer is unable to operate his facilities, in whole or in part, because of accident, act of God, fire, or strike of the Customer's employees occurring at the location where electricity is supplied, the charge for electricity used during the period reasonably necessary to correct any such conditions will, in the discretion of the Company, be reasonably adjusted in accordance with all pertinent facts and conditions.
- G. If a Customer is a Natural Disaster Victim, the Company shall have the right to make certain adjustments to the charges for electricity assessed to the Customer. The Company may, at its discretion, adjust or waive minimum charges, temporary service charges, service connection charges, or security deposits.
- H. Customers who elected an Interval Metering Service Option (i.e., interval meters or contact closures) prior to January 1, 2011, are grandfathered on the specified charges shown in the tables below:
1. The applicable Installation Charge listed below shall be increased by the Tax Effect Recovery Factor, pursuant to Rider D - Tax Effect Recovery, and shall be paid by the Customer prior to the installation.
 2. In addition, the Customer shall pay an on-going Monthly O & M Charge that is equal to the applicable Installation Charge multiplied by the Excess Distribution and Substation Facilities charge found in Section IV.F.3.a. of the Terms and Conditions. Such payment will continue until the Interval Metering Service Option is discontinued in accordance with item 3. below.
 3. The One-time Removal Charge shall apply when either a) the Customer requests removal of the Interval Metering Service Option or b) the Customer discontinues electric service at the location of the Interval Metering Service Option.

(Continued)

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TERMS AND CONDITIONS

X. BILLING AND RE-BILLING OF METERED AND UNMETERED SERVICES
 (Continued)

The applicable Installation Charges and One-time Removal Charges for the Interval Metering Service Options are as follows:

Interval Metering Service Options Installation and Removal Charges for Interval Meters		
Type	Installation Charge	Removal Charge
Single-phase, 240 Volt, 3 wire, class 200	\$271.50 <u>323.07</u>	\$62.38 <u>195.51</u>
Single-phase, 240 Volt, 3 wire, class 320	\$216.48 <u>333.22</u>	\$62.38 <u>195.51</u>
Single-phase, 240 Volt, 3 wire, class 400	\$787.70 <u>333.22</u>	\$143.75 <u>195.51</u>
<i>OR</i>		
<u>Three-phase, 120 Volt, 4 wire, class 200 and 320</u>	<u>\$441.41</u>	<u>\$279.30</u>
Three-phase, 120 Volt, 4 wire, class 400	<u>\$441.41</u>	<u>\$279.30</u>
Three-phase, 120 Volt, 4 wire, class 200 and 320, or class 10 and 20	\$233.79 <u>422.73</u>	\$143.75 <u>279.30</u>

Installation and Removal Charges for Contact Closures (for kW Data Only)		
Type	Installation Charge	Removal Charge
One Circuit (Assumes Recorder Under Glass), or Single Service (Assumes Demand Meter Installation)	\$203.77 <u>424.53</u>	\$108.49 <u>307.23</u>
Additional Circuits at Same Site (Assumes Recorder Under Glass)	\$122.40 <u>327.98</u>	\$27.12 <u>223.44</u>

(Continued)

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TERMS AND CONDITIONS

X. BILLING AND RE-BILLING OF METERED AND UNMETERED SERVICES
(Continued)

4. On and after January 1, 2011, the Excess Distribution and Substation Facilities Charge in Section IV.F.3.a. or IV.F.3.c. (at the Customer's option) of the Terms and Conditions will apply to Customers electing Interval Metering Service Options.
5. The Company will own interval metering service devices used for measuring and billing the Customer for its consumption of demand and energy. The Company is responsible for the installation and removal of all meters.

I. Smart Meter Opt-Out:

Customers served under Residential Service – Schedule 1 may request to opt-out of receiving a smart meter and have a non-communicating digital meter installed by the Company as an alternative. Such Customers are referred to as AMI Opt-Out Customers.

1. The following conditions are required for a Customer to be eligible to opt out of the smart meter installation:

- a. The person requesting to opt-out of the smart meter installation must be the Customer.
- b. The account must be in good standing. Good standing is defined as: (i) no history of energy diversion; (ii) no more than 2 disconnect notices generated in the last 12 months as of the date of the Customer's opt-out request; and (iii) no disconnection for nonpayment in the last 12 months as of the date of the Customer's opt-out request.
- c. The Customer shall complete and return the Company provided Non-Communicating Meter Option Enrollment Form within 45 days after it is provided to the Customer by the Company.

(Continued)

TERMS AND CONDITIONS

X. BILLING AND RE-BILLING OF METERED AND UNMETERED SERVICES (Continued)

- d. The Customer must currently receive electric service from the Company in accordance with residential Rate Schedule 1 or transfer to Rate Schedule 1 prior to opting-out of the smart meter installation. Customers receiving electric service on any time-of-use or demand rate and customers who generate electricity (e.g. net-metering customer) are ineligible to opt-out because the data recorded by the smart meter is required for billing and/or operating purposes.
2. AMI Opt-Out Customers shall pay a monthly Non-Communicating Metering Service Charge of \$30.88 to cover incremental costs associated with manually reading the Customer's non-communicating digital meter. Such payment shall continue until either a) the Customer requests removal of the non-communicating digital meter and agrees to the installation of a smart meter, or b) the Customer discontinues Electric Service at the location of the non-communicating digital meter. Such charge shall be waived if the Company estimates the reading due to any reason other than the Customer not allowing access to the meter (e.g. weather or other workload issues preventing meter reading activities, equipment failure, etc.).
3. The Customer must allow the Company access to exchange the currently installed meter for a non-communicating digital meter and the meter location must be readily accessible to the Company for monthly readings. In the event the Customer refuses such access, the Company may charge the Non-Communicating Metering Service Charge.
4. Once the Company receives a complete Non-Communicating Meter Option Enrollment Form, the Company shall install the non-communicating digital meter as promptly as working conditions permits, but no later than 30-days from receipt of the signed Non-Communicating Meter Option Enrollment Form, assuming a compatible non-communicating digital meter is in stock.
5. The Company will own the non-communicating digital meters used for measuring and billing the Customer for energy consumption. The Company is responsible for the installation and removal of all meters.
6. In addition to AMI Opt-Out Customers, the Company will charge the monthly Non-Communicating Metering Service Charge of \$30.88 when the Customer refuses the installation of a smart meter and does not comply with the smart meter opt-out process.

TERMS AND CONDITIONS

XVI. DISCONTINUANCE OF THE SUPPLY OF ELECTRICITY

A. The Company reserves the right to discontinue furnishing electricity to a Customer, at any time without notice, upon the occurrence of any one or more of the following events:

1. Whenever the Company, in its opinion, has reasonable cause to believe that the Customer is receiving electricity without paying therefore or that the Company's meter, wires or other apparatus have in any manner been tampered with or damaged in such a way as to prevent the meter from recording under seal the amount of electricity supplied.
2. Whenever, in the Company's opinion, the condition of the Customer's wiring, equipment or appliances is either unsafe or unsuitable for receiving electricity, or when the Customer's use of electricity or equipment interferes with or may be detrimental to the supply of electricity by the Company to any other Customer.
3. Where electricity is being furnished over a line which is not owned or leased by the Company, whenever in its opinion such line is either not in a safe and suitable condition or is inadequate to receive electricity.
4. Whenever the Customer has denied a Company representative access to the Company's meter, wires or other apparatus installed on the Customer's premise.
5. Whenever in the opinion of the Company, it is necessary to prevent fraud upon the Company.

B. The Company reserves the right to discontinue furnishing electricity to a Customer, with 10 days' notice from the Company to the Customer by mail, from the date the notice was mailed, and from the date of the additional provision of electronic notice for those customers enrolled in Dominion's electronic billing program (eBill) that their bill is online and available for viewing, upon the occurrence of either one or both of the following events:

- ~~1.~~ 1. For nonpayment of past due bills, regardless of any amount of money on deposit with the Company. *Residential disconnections for non-payment shall not be worked:*
 - a. When the temperature is forecasted to be 95 degrees Fahrenheit or higher within the 24-hour period prior to the scheduled disconnect.*

(Continued)

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TERMS AND CONDITIONS

XVI. DISCONTINUANCE OF THE SUPPLY OF ELECTRICITY (Continued)

b. When the temperature is forecasted to be 32 degrees Fahrenheit or lower within the 24-hour period prior to the scheduled disconnect.

c. On Fridays, weekends, Federal holidays, or on a business day prior to a Federal holiday.

2. For failure to comply with any of the Company's Terms and Conditions as filed with the Commission, or with any of the conditions or obligations of any agreement with the Company for the purchase of electricity.

C. The Company will discontinue the supply of electricity to a Customer whenever requested by any public authority having jurisdiction.

D. The Company reserves the right to discontinue the supply of electricity under any of the above conditions irrespective of any claims of a Customer pending against the Company, or any amounts of money on deposit with the Company as required by Section IX. of these Terms and Conditions.

E. Notice of discontinuance shall be considered to be given to a Customer when copy of such notice is left with the Customer, or left at the premise where the Customer's bill is rendered, or posted in the United States mail addressed to the Customer's last post office address shown on the records of the Company.

F. Whenever the supply of electricity is discontinued in accordance herewith, the Company shall not be liable for any damages, direct or indirect, that may result from such discontinuance.

G. In all cases where the supply of electricity is discontinued by reason of violation by the Customer of any of the provisions hereof or of any agreement with the Company for the purchase of electricity, there shall then become due and payable, in addition to the bills in default, an amount equal to the monthly minimum charge for the unexpired term of the agreement, not as a penalty, but in lieu of the income reasonably to be expected during the unexpired term of the agreement.

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TERMS AND CONDITIONS

XVII. RECONNECTION OF THE SUPPLY OF ELECTRICITY

A. If the supply of electricity has been discontinued for any of the reasons covered by Section XVI - Discontinuance of the Supply of Electricity, the Company shall have a reasonable period of time in which to reconnect the Customer's service after the conditions causing discontinuance shall have been corrected.

B. If the supply of electricity has been discontinued because of improper use, or if, in the Company's opinion, its meter or wires or other apparatus have been tampered with, the Company may refuse to reconnect the Customer's service until the Customer shall have:

1. Paid all delinquent bills (except that payment of delinquent bills for goods or services that are not subject to public utility regulation shall not be a condition to reconnection under this section),
2. Paid to the Company an amount estimated by the Company to be sufficient to cover the electricity used but not recorded by the meter and not previously paid for, and
3. Made such changes in wiring or equipment as may in the opinion of the Company be proper for the Company's protection.

C. If the supply of electricity has been discontinued by the Company at the request of any public authority having jurisdiction, the Customer's service shall not be reconnected until authorization to do so has been obtained from said public authority.

D. When it is necessary to reconnect the supply of electricity, which has been discontinued for any reason(s) covered by Section XVI - Discontinuance of the Supply of Electricity, a service charge as described below shall be made:

- ~~1. During normal working hours, a charge of \$34.76 shall apply.~~
- ~~2. During periods other than normal working hours, a charge of \$125.68 shall apply.~~
 1. Residential Customers with a communicating meter (ex. AMI) \$ 7.08
 2. Residential Customers with a non-communicating digital meter \$34.49
 3. Nonresidential Customers \$38.52

E. When the Company requires past-due balances to be paid prior to reconnection, the Company may further require such payments to be made by cash, certified check, electronic debit, or money order at a Company designated payment location when, during the previous twelve months, either of the events below has occurred:

1. The Customer's electric service has been disconnected due to nonpayment of any bill for electric service.
2. The Customer has attempted to make payment by a check, draft, or electronic debit upon which the Company was initially unable to collect.

TERMS AND CONDITIONS

XIX. TESTING FACILITIES AND EQUIPMENT

A. The Company will maintain testing facilities and metering equipment, unless specifically relieved of this obligation by the Commission, in general accordance with the provisions of the American National Standard Code for Electricity Metering, as revised from time to time.

B. A suitable laboratory shall be maintained and equipped with such standard meters, instruments and facilities in accordance with the Commission's Rules and Regulations. These are to serve as reference standards for the calibration of all types of instruments normally used in the testing of watt-hour meters in service.

C. ~~Voltmeters, ammeters, w~~attmeters, and other instruments shall be checked periodically against standards to ~~i~~ensure accuracy.

Virginia Electric and Power Company

TERMS AND CONDITIONS

XXI. METER TESTS REQUESTED BY CUSTOMER

Meter tests requested by a Customer will be made as outlined below, subject to Rule R8-14 of the Commission:

A. Upon written request by a Customer, the Company will test a Company-owned meter serving such Customer without charge provided that such tests will not be made more frequently than once in 12 months. If tests of meters are required by the Customer to be made more frequently than once in 12 months, the Company will require a deposit of:

1. For single-phase meters \$~~60.40~~55.86.
2. For poly-phase meters \$~~120.80~~111.72.
3. If, when tested, the meter is found to be more than 2% fast, the Company shall refund or credit to the Customer the applicable deposit, as received from the Customer. Otherwise, the Company shall retain the applicable deposit.

B. The Customer, or the Customer's representative, may be present when the meter is tested.

C. A written report of the results of the test will be made to the Customer within 10 days after the completion of the test.

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Virginia Electric and Power Company

TERMS AND CONDITIONS

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS

A. The Company will make electric line extensions for normal service to permanent service locations in accordance with the provisions stated herein.

B. The following definitions shall apply to this Section XXII:

1. *Adequacy – Facilities that have the capacity to serve the Customer’s load at the existing service characteristics (i.e. voltage, single-phase or three-phase, wye or delta). Facilities are considered inadequate when their capacity is not sufficient to serve the load at the existing service characteristics.*
- ~~12.~~ Approach Lines - Primary voltage facilities extending from an existing source to the ~~limits of a recorded section of the development or subdivision being served within which~~ (a) new buildings are awaiting electric service, (b) construction of buildings is underway and nearing completion, or (c) construction has commenced for roads, sewers or other infrastructure for which a governmental authority requires a bond. When a development or subdivision or section thereof includes wetlands, buffer zones, or other similar areas, facilities that cross such areas shall be considered as approach lines. *property of the Customer or developer requesting service.*
- ~~23.~~ Cost Difference - The amount by which the estimated cost of providing underground facilities exceeds the estimated cost of providing overhead facilities. The calculation of the cost difference shall assume equivalent equipment capacity based on the Company's current standard materials and design practices.
- ~~34.~~ Excess of X Years' Revenue - The amount by which the cost of installing the described facilities exceeds the annual revenue multiplied by X years. The value of X shall be as indicated.
- ~~45.~~ Local Distribution Lines - Facilities within ~~the~~ development not otherwise defined as approach lines.
6. *Permanent Residence - A single unit, providing complete and independent living facilities for one or more persons, including permanent provisions for sleeping, cooking, and sanitation. A permanent residence is occupied on a full-time basis (more than 180 days per year).*

(Continued)

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Virginia Electric and Power Company

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

- ~~57~~. Permanent Service Location - A service location where there is no indication the requirement for service is temporary. For mobile or transportable structures, one of the following is met:
- a. The structure is on a permanent perimeter foundation meeting the North Carolina State Building Code, Volume 1 of 5, or federal standards for manufactured mobile homes.
 - b. Service is provided to a meter pedestal in a bona fide mobile home park consisting of three or more mobile home sites and permanent roads, water and sewer is provided by the park owner.
- ~~68~~. Primary Voltage Facilities - This and other references to "primary" refers to electric distribution facilities operating at 2,000 Volts or more.
- ~~79~~. Residential Development - For garden-type homes, row homes and duplexes, a residential development shall be a recorded development containing at least four new residences with an average density of not less than four new residences per acre. For detached single-family homes, a residential development shall be a recorded development of multiple contiguous properties that will contain at least three new residences. Developments existing prior to ~~May 27, 1993~~ May 1, 2024, will be defined hereunder as a residential development only if new electric service was provided within the development generally, in accordance with one of the Company's previous plans for underground electric service.
- ~~810~~. Revenue - The continuing revenue reasonably anticipated from the Applicant as a result of the extension or improvement, less fuel revenue.
- ~~911~~. Secondary Voltage Facilities - This and other references to "secondary" refers to electric distribution facilities operating at less than 2,000 Volts.
12. Service Characteristics - The voltage, number of phases, and connection type (i.e., delta vs. wye) of the facilities providing service to the Customer.

(Continued)

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Virginia Electric and Power Company

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

- ~~C. To render service to separately metered residences not previously supplied with electricity, the Company normally provides single phase primary line extensions to reach the vicinity of new home construction using the standard overhead or underground construction method having the lowest initial cost. For local distribution facilities within a residential development, and for secondary voltage facilities to serve individual residences not within a development, the construction costs and customer charges described below are applicable.~~
- ~~1. For residential developments, the charge for local distribution facilities is the excess of two years' revenue. To calculate the excess of two years' revenue, the revenue credit shall be based on the annual kWh consumption allowances from TABLE 1 and the construction cost shall be determined as follows:

 - ~~a. For detached single family homes in a development where all lots are 30,000 square feet or less, the construction cost shall be \$2,382 for each residence.~~
 - ~~b. For row homes and duplexes, the construction cost shall be \$969 for each residence.~~
 - ~~c. For garden type homes, the construction cost shall be \$725 for each residence.~~
 - ~~d. For detached single family homes in a development with at least one lot larger than 30,000 square feet, the construction cost and customer charge shall be determined as follows:

 - ~~1. The estimated construction cost to provide local distribution lines only to the lots larger than 30,000 square feet within the development (or separately recorded section thereof), divided by the number of lots served by those facilities shall determine the construction cost per residence.~~~~~~

(Continued)

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Virginia Electric and Power Company

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

- ~~2. The estimated construction cost to provide local distribution lines only to the lots 30,000 square feet or less shall be in accordance with Subparagraph C.1.a.~~
- ~~3. The customer charge to provide the facilities in Subparagraphs C.1.d.1. and C.1.d.2. to a specific residence is the amount by which the cost per residence exceeds the anticipated two-year revenue of that residence. The charge is determined separately for each individual residence and shall not be less than zero. Therefore, any excess revenue credit from one residence is not used to offset a revenue deficiency from another residence.~~

~~Note: The cost to serve lots greater than 30,000 square feet in a development with intermingled lots (i.e., some lots less than 30,000 square feet and some lots greater than 30,000 square feet) will be calculated by dividing the total development construction estimate, less \$2,382 times the number of lots less than 30,000 square feet, by the number of lots greater than 30,000 square feet.~~

- ~~e. Should an applicant request overhead service for any home described under Subparagraphs C.1.a., C.1.b., C.1.c., or C.1.d., above, such service will be provided upon payment of the estimated cost to serve, less the applicable revenue credit.~~
- ~~2. For residences not within a residential development, the charge for secondary voltage facilities, including service lines, is the excess of one year's revenue. The revenue credit allowed shall be determined using the annual kWh consumption allowances shown in TABLE 1.~~

(Continued)

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Virginia Electric and Power Company

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

TABLE 1			
ANNUAL kWh CONSUMPTION ALLOWANCES			
	Detached Single- Family Homes	Row Homes and Duplexes	Garden- Type Homes
Base Use	7,653 kWh	5,587 kWh	3,325 kWh
Electric Water	3,734 kWh	3,734 kWh	3,734 kWh
Heating			
Electric Central Air Conditioning	2,856 kWh	1,360 kWh	1,364 kWh
Electric Space Heating (Permanent)	5,228 kWh	3,519 kWh	2,691 kWh

(Continued)

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TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

~~In the event the cost of extending approach lines to a residential development exceeds six years' revenue, the Customer shall pay the excess of six years' revenue. If the cost of extending primary voltage facilities to a residence not within a residential development exceeds seven years' revenue, the Customer shall pay the excess of seven years' revenue. If such approach lines or primary voltage facilities are to be installed by some method other than that having the lowest initial cost, the Customer shall pay the additional cost of the facilities to be installed plus the charges, if any, normally applicable for the lowest cost method.~~

~~Electric service is not provided under this Paragraph C. to recreational dwellings, garden-type homes or similar multi-family residential structures which exceed two floors above the ground level floor, residences within an area designated by the Company as an "Underground Distribution Area", or appurtenances to a residential dwelling.~~

C. New Residential:

1. Single-Phase Not Within a Residential Development

The Company will provide single-phase Electric Service to a Permanent Residence not previously provided with Electric Service, and not located within an area designated by the Company as an Underground Distribution Area, in accordance with the provisions stated herein.

a. Primary approach lines will be installed overhead.

b. Should the Customer request or be required to install primary Approach Line facilities underground, a payment equal to the Cost Difference will be required.

c. The remainder of the installation will be installed either overhead or underground at the Customer's discretion.

d. The Customer will pay the Company the amount, if any, by which the cost contained in Paragraphs C.1.a. and C.1.c. exceeds seven times the continuing estimated annual revenue - less fuel charge revenue - that can reasonably be expected.

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

e. In reference to installations in C.1.b. and C.1.c., above, should the Customer request underground facilities when the composition of the land is such that normal trenching cannot be used, then the Customer will pay the Company the amount by which the estimated cost of providing underground facilities exceeds the estimated cost of providing normal trenching. Revenue credit is not applicable to this charge.

2. Single-Phase Within a New Residential Development:

The Company will provide Service to individually metered Permanent Residences and or residential units within a Residential Development not previously provided with Service, and not located within an area designated by the Company as an Underground Distribution Area, in accordance with the provisions stated herein.

a. Primary approach lines will be installed overhead.

b. Should the Customer/Developer request or be required to install primary Approach Line facilities underground, a payment equal to the Cost Difference will be required.

c. Local distribution lines will be installed either overhead or underground at the discretion of the customer.

d. The Customer/Developer will pay the Company the amount, if any, by which the cost contained in Paragraphs C.2.a. and C.2.c. exceeds seven times the continuing estimated annual revenue - less fuel charge revenue - that can reasonably be expected.

e. If the Customer/Developer requests the local distribution lines to be installed underground, the Customer/Developer shall install Company provided conduit, at locations specified by the Company. The Customer/Developer shall also provide the initial cutting and clearing of the right-of-way within the development as specified by the Company for overhead and underground primary lines, secondary lines, service lines, and other facilities used to supply electricity.

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

f. In reference to installations in C.2.b., above, should the Customer/Developer request underground facilities when the composition of the land is such that normal trenching cannot be used, then the Customer/Developer will pay the Company the amount by which the estimated cost of providing underground facilities exceeds the estimated cost of providing normal trenching. Revenue credit is not applicable to this charge.

3. The revenue credit in C.1.d. and C.2.d., above, shall be based on the annual kWh consumption allowance of 17,307 kWh.

D. New Nonresidential and New Residential Three-Phase Service

The following charges apply for line extensions to locations not covered under Paragraph C., above, that have not previously received electric service and are not in an area designated by the Company as an "Underground Distribution Area":

~~1. For overhead facilities, the excess of two years' revenue.~~

~~2. For underground facilities, any charges that would have been applicable to the provision of overhead service, plus the cost difference.~~

~~The charges for outdoor lighting facilities installed in accordance with Schedule 26 shall be as specified in the Terms and Conditions of that schedule.~~

~~1. Primary approach lines will be installed overhead.~~

~~2. Should the Customer request or be required to install primary Approach Line facilities underground, a payment equal to the Cost Difference will be required.~~

~~3. The remainder of the installation will be installed either overhead or underground at the Customer's discretion.~~

~~4. The Customer will pay the Company the amount, if any, by which the cost contained in Paragraphs D.1. and D.3. exceeds two times the continuing estimated annual revenue - less fuel charge revenue - that can reasonably be expected.~~

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

5. In reference to installations in D.2. and D.3, above, should the Customer request underground facilities when the composition of the land is such that normal trenching cannot be used, then the Customer will pay the Company the amount by which the estimated cost of providing underground facilities exceeds the estimated cost of providing normal trenching. Revenue credit is not applicable to this charge.

~~E. For extensions to serve a residential development or a nonresidential development of more than one property, the following shall apply:~~

- ~~1. The Applicant shall install Company provided conduit, at locations specified by the Company, for underground conductor crossings of private and public roads and driveways within the development.~~
- ~~2. The Applicant shall provide the initial cutting and clearing of the right of way within the development as specified by the Company for overhead and underground primary lines, secondary lines, service lines, and other facilities used to supply electricity.~~
- ~~3. When a local distribution line extension provided in accordance with Paragraph C.1. will extend beyond the limit specified below, the Company will require payment for proposed residences that are passed by the extension and are beyond said limit unless a waiver is granted at the Company's discretion. No revenue credit will be given initially. If service is connected to a residence within four years of payment, the full amount of the original payment for the newly served residence will be returned to the payee of record as a refund and the Applicant applying for service shall be required to pay the applicable line extension charges in effect at that time. Notice of the refund will be served upon the payee at the address on the Company's records. The refund must be claimed within 60 days of the provision of such notice and shall not be available after 60 days has elapsed.~~

~~The applicable limit shall be a radius of 1,250 feet as measured from either of the following:~~

- ~~a. The point where the facilities enter the section of the development in question.~~
- ~~b. Existing local distribution facilities within the section of the development in question.~~

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

- ~~FE.~~ Within any major metropolitan, high-load density center which the Company has designated as an "Underground Distribution Area," the Company will make electric underground line extensions to all Applicants upon payment of the excess of two years' revenue. However, the Company shall not be obligated to construct or own any electric underground line extension on the property of the Applicant.
- ~~GF.~~ Provided the Applicant's preferred meter base location is acceptable to the Company, the Applicant may install meter bases at locations other than those designated by the Company when the Applicant pays the additional cost of providing service to the actual meter base location as compared to the Company's designated location.
- ~~HG.~~ The Company will normally provide three-phase service to Applicants ~~having one three phase motor larger than five horsepower, or to Applicants having multiple three phase motors which total at least 15 horsepower provided the motors are properly sized for their expected use~~ that meet the requirements for three phase service established in the Company's published Information and Requirements for Electric Service. If an Applicant requires three-phase service but does not meet this requirement, the Applicant shall pay the amount, if any, by which the cost of constructing a three-phase extension exceeds the cost of constructing a single-phase extension to meet the same kilovolt-ampere load. Such payment will be required in addition to any other charges required by the Company.
- ~~I.~~ ~~When more than one Applicant is to be served from a bulk power extension, the Company may charge each Applicant a pro rata share of the line extension charges specified under this plan attributable to bulk power facilities.~~
- ~~J.~~ ~~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 an excessive investment by the Company if underground facilities were installed, overhead facilities may be utilized as needed to avoid such excessive investment. Should the Applicant or local ordinance require the installation of underground facilities, the Applicant 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.~~
- ~~K.~~ ~~When existing service facilities are to be replaced because the Customer requires a change in the characteristics of electricity supplied or when existing overhead service facilities are to be converted to underground, the Customer shall pay both of the following:~~

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

- ~~1. Any applicable charge under Paragraph L., below, for improving the facilities as needed to provide adequate capacity.~~
- ~~2. The cost of performing the requested work less the cost to improve the existing facilities as required for providing adequate capacity.~~
- ~~L. The Company shall not be obligated to make any improvement not otherwise addressed in this Section XXII when the estimated cost to the Company of such work exceeds two times the net additional annual revenue.~~

H. Service Upgrades:

1. Residential (not located within an area designated by the Company as an Underground Distribution Area)
 - a. The Company will provide Service to previously served individually metered Permanent Residences in accordance with the provisions stated herein.
 - b. The Company will replace inadequate overhead facilities with adequate overhead facilities at no cost to the Customer.
 - c. The Company will replace inadequate underground facilities with adequate underground facilities at no cost to the Customer, except as otherwise provided in this subparagraph. When the Company deems the composition of the land is such that normal trenching cannot be used, then the Customer will pay the Company the amount by which the estimated cost of providing underground facilities exceeds the estimated cost of providing normal trenching.
 - d. For Residential Customers where there is a change in service characteristics, the Company will provide service in accordance with Paragraph H.2.
2. Nonresidential (not located within an area designated by the Company as an Underground Distribution Area)
 - a. The Company will provide new facilities required to provide Service to previously served individually metered nonresidential Customers in accordance with Paragraph D.

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

b. The estimated annual revenue credit in D.4. will only include the incremental continuing estimated annual revenue, less fuel charge revenue, that can reasonably be expected. Incremental estimated revenue is defined as the revenue associated with the additional usage that will be added after the Company's facilities are upgraded.

c. The incremental revenue credit can also be applied to the estimated cost of the removal of existing facilities that are being replaced with new facilities as part of the upgrade. The total incremental revenue credit applied to a nonresidential upgrade will not exceed two years.

d. When the Company deems the composition of the land is such that normal trenching equipment cannot be used then the Customer will pay the Company the amount by which the estimated cost of providing underground facilities exceeds the estimated cost of providing normal trenching. Revenue credit will not apply to this charge.

I. Conversions

1. When a Customer requests the Company to convert existing adequate overhead secondary facilities to underground, such service will be furnished, provided the Customer pays to the Company an amount equal to the estimated cost of removing the adequate secondary overhead facilities, plus the estimated installation cost of the underground facilities.

2. When a Residential Customer requests the Company to convert existing inadequate overhead secondary facilities to underground, the Customer will receive credit for improving the overhead facilities as needed to provide adequate capacity. This credit will be applied to the total cost of the conversion project.

3. When a Nonresidential Customer requests the Company to convert existing inadequate overhead secondary facilities to underground, the Customer will receive two years incremental revenue credit applied to the total cost of the conversion project. Incremental estimated revenue is defined as the revenue associated with the additional usage that will be added after the Company's facilities are converted.

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

4. For installations in accordance with I.2. and I.3., above, when the Company deems the composition of the land is such that normal trenching equipment cannot be used then the Customer will pay the Company the amount by which the estimated cost of providing underground facilities exceeds the estimated cost of providing normal trenching. Any credit listed above will not apply to this charge.

5. When a Customer requests the Company to convert existing overhead primary facilities (greater than 600 Volts) to underground, the Customer will pay the Company the estimated removal cost of the overhead primary facilities, less salvage, plus the estimated installation cost of the underground facilities.

MJ. The design of the Company's facilities shall be in accordance with the Company's standard materials and design practices, in accordance with good engineering practices, and in accordance with the Company's long-term plan for the area. Charges for electric line extensions shall be in accordance with such design and, unless otherwise provided for in this Section XXII, shall be determined using the Company's estimated cost of the described work.

NK. When any governmental authority requires by any method, including but not limited to, an ordinance, franchise or administrative ruling, that electric lines and related facilities be located or relocated underground, to the extent such installations of underground facilities is not otherwise covered by this Section XXII, the cost incurred by the Company properly attributable to such installation will be charged, in a manner approved by the Commission, to the Customers receiving electric service within the jurisdiction imposing the requirement.

OL. The Company shall not be required to make any electric line extension on private property until the property owner has granted to the Company an easement of right-of-way for the construction, operation and maintenance of such line extension. The Applicant may be required to secure rights-of-way on private property without cost to the Company, or to assist the Company in obtaining rights-of-way.

PM. The Company shall not be required to make any electric line extension until the Applicant(s) to be supplied from such line extension has:

1. made ~~written~~ application for service,
2. signed the applicable line extension agreement(s),
3. paid any applicable line extension charges,

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

4. provided adequate ~~written~~ certification of proper site preparation and agreed to make payment for the cost of corrections due to inadequate site preparation,
5. made ready for service, including wiring, all premises to be supplied with electric service, and
6. fulfilled any unusual conditions for the connection of electricity as may be required by the Company.

EN. When required to determine the line extension charge(s), the Company shall determine the amount of revenue reasonably expected to result from the extension or improvement. Where the Company and the Applicant(s) cannot agree on the amount of the expected revenue, but the Applicant(s) has made a bona fide demonstration of the expected revenue, the Company shall require the Applicant(s) to provide adequate written assurance of the expected revenue and a sufficient form of security to support the assurance. Forms of security shall be limited to cash deposit, a bond with surety, or an irrevocable letter of credit, where the terms of such security instruments are acceptable to the Company, or other mutually agreeable form of security. The offer, however, of the Applicant(s) to provide an otherwise acceptable assurance of the expected revenue supported by an acceptable form of security shall not obligate the Company to extend or to improve facilities where the Applicant(s) cannot make a bona fide demonstration of expected revenue.

RO. The Company will make electric line extensions other than those specified herein under the conditions specified in the Company's electric line extension agreements on file with the Commission.

SP. If a proposed electric line extension is of such great length or high cost, or if in the Company's opinion, the anticipated revenue from such line extension is insufficient or temporary, or if the Applicant or Applicants to be supplied are unable to establish a credit standing satisfactory to the Company, the Company reserves the right to determine finally the advisability of making such line extension.

FQ. Whenever it is determined that a line extension on private property to serve one Applicant will be built by the Applicant such line extension (1) shall start within 100 feet of the Company's line, (2) shall be constructed in compliance with the Company's standards and be approved by the Company, (3) shall be maintained by the Applicant at all times in a manner satisfactory to the Company, and (4) the Applicant shall assume all liability for the maintenance and operation of the line. If the line owned by the Applicant is not operated and maintained in a manner satisfactory to the Company, or, in the Company's opinion, may interfere with or be detrimental to the

TERMS AND CONDITIONS

(Continued)

XXII. ELECTRIC LINE EXTENSIONS AND INSTALLATIONS (Continued)

supply of electricity by the Company or any other Customer, then the Company may discontinue the supply of electricity as provided in Section XVI -- Discontinuance of the Supply of Electricity. After such discontinuance the supply will not be restored until conditions are made satisfactory to the Company as provided in Section XVII -
- Reconnection of the Supply of Electricity.

UR. These general rules and regulations shall not be construed as prohibiting the Company from making electric line extensions of greater length or higher cost, provided there is no discrimination between Customers using electricity under the same classification.

TERMS AND CONDITIONS

XXIII. TEMPORARY SERVICE

Upon request of the Customer, temporary service shall be supplied under the following conditions:

- A. The Customer shall pay to the Company, prior to connection of the service, a Temporary Service Charge which, except as modified by Paragraphs B. and C., shall be the estimated net cost (including all applicable overhead costs) of installing and removing the service facilities furnished by the Company both on and off the Customer's premise, but in no case shall such charge be less than the applicable reconnection service charge in Section XVII of these Terms and Conditions.
- B. Where temporary service is furnished at a permanent service location, the Temporary Service Charge will be the net cost to the Company, including overhead costs, which is in excess of the estimated cost of furnishing the permanent service.
- C. When the construction required to provide temporary service falls in one of the three categories outlined in Sections 1., 2., and 3. below, the Customer may elect to pay, in advance of service connection, the associated flat charge for such a service. However, if the Customer requests the Company to prepare an estimate under either Paragraph A. or B. above, then the flat charge under this paragraph will not be applicable.
 1. When the construction necessary to install the required service does not exceed that required to install a single-phase, three-wire, 200 ampere, 120/240V overhead service which is within 75 feet from an existing pole equipped with adequate secondary, the Customer may elect to pay a flat charge of \$~~460.03~~484.69.
 2. When the construction necessary to install the required service does not exceed that required to install a single-phase, three-wire, 200 ampere, 120/240V underground service which is within 36 inches of an existing adequate pad mounted transformer, the Customer may elect to pay a flat charge of \$~~303.12~~319.51.
 3. When the construction necessary to install the required service does not exceed that required to install a single-phase, three-wire, 200 ampere, 120/240V underground service which is within 36 inches of an existing adequate secondary or service stub-up, the Customer may elect to pay a flat charge of \$~~451.92~~486.05.

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

Superseding Filing Effective ~~01-01-1809-01-20~~.
This Filing Effective ~~09-01-2005-01-24~~.

TERMS AND CONDITIONS

XXV. NET METERING

A. Availability

Net metering is available to a “Customer-Generator” that owns and operates a small-scale “Renewable Energy Facility” that meets the following criteria:

1. Has an alternating current capacity of not more than one megawatt; and
2. Uses as its total fuel source a Renewable Energy Resource which is defined as
 - a. a solar photovoltaic, solar electric, solar thermal, wind, hydropower, geothermal, or ocean current or wave energy resource; or
 - b. a biomass resource, including agricultural waste, animal waste, wood waste, spent pulping liquors, combustible residues, combustible liquids, combustible gases, energy crops, or landfill methane; or
 - c. waste heat derived from a Renewable Energy Resource and used to produce electricity or useful, measurable thermal energy at a retail electric Customer’s facility; or
 - d. hydrogen derived from a Renewable Energy Resource; and
3. Is designed for Customer-Generator’s own use, not for sale to Company or a third party; and
4. Is interconnected and operated in parallel with the Company’s electric distribution system in accordance with Section XXIV - Generator Interconnection Standard of Company’s Terms and Conditions; and
5. Does not generate only thermal energy; and
6. Must generate electricity that flows through Company’s meter.

Customer-generators may not participate as suppliers of Renewable Energy Resources in the NC Green Power Program.

B. Interconnection

Customer-Generator shall submit an Interconnection Request in accordance with Section XXIV. ~~The completed Interconnection Request (attached to Section XXIV as Attachment 2 or Attachment 5 as appropriate) is to be sent to the following address:~~

~~Dominion Energy North Carolina
Net Metering
600 E. Canal Street, 11th Floor
Richmond, VA 23219~~

(Continued)

TERMS AND CONDITIONS

XXV. NET METERING (Continued)

C. Metering

1. Net metered energy shall be measured in accordance with standard metering practices by Company's metering equipment that is capable of measuring (but not necessarily displaying) power flow in both directions.
2. When a Customer-Generator requests metering equipment which is intended to be read off-site and Company would not have normally provided such off-site metering, Company will charge Customer-Generator the actual cost of the meter installation.

D. Billing

1. If Customer-Generator chooses to receive retail electric service in accordance with one of Company's applicable rate schedules that is not a time-of-use rate schedule, credit for excess electricity generated during a monthly billing period shall be carried forward to the following monthly billing period, but shall be granted to Company at no charge and the credit balance reset to zero at the beginning of each summer billing season.
2. If Customer-Generator chooses to receive retail electric service in accordance with one of Company's applicable time-of-use rate schedules, Company shall bill Customer-Generator for the applicable of the basic customer charge, the demand charge(s), and any other charges under such applicable time-of-use rate schedule for a monthly billing period. In addition, Company shall bill Customer-Generator for kilowatt-hour usage for a monthly billing period in accordance with the following:
 - a. If both the on-peak and off-peak kilowatt-hours supplied by Company exceed both the on-peak and off-peak kilowatt-hours delivered by Customer-Generator to the grid, Company shall bill Customer-Generator on-peak and off-peak kilowatt-hours equal to the difference by which the on-peak and off-peak kilowatt-hours supplied by Company exceed the on-peak and off-peak kilowatt-hours delivered by Customer-Generator to the grid, respectively.
 - b. If both the on-peak and off-peak kilowatt-hours supplied by Company are less than both the on-peak and off-peak kilowatt-hours delivered by Customer-Generator to the grid, Company shall not bill Customer-Generator any on-peak and off-peak kilowatt-hours.

(Continued)

TERMS AND CONDITIONS

XXV. NET METERING (Continued)

- c. In the event either the on-peak or the off-peak kilowatt-hours delivered to the grid by Customer-Generator exceed the on-peak or off-peak kilowatt-hours supplied by Company, respectively, the following shall apply:
- 1) Where on-peak kilowatt-hours delivered to the grid by Customer-Generator exceed the on-peak kilowatt-hours supplied by Company, the Company shall not bill for on-peak kilowatt-hours and the excess (On-Peak Kilowatt-hour Credits) shall be applied to any remaining off-peak consumption, pursuant to c.4), below.
 - 2) Where on-peak kilowatt-hours supplied by Company exceed the on-peak kilowatt-hours delivered to the grid by Customer-Generator, then Company shall bill the difference.
 - 3) Where off-peak kilowatt-hours delivered to the grid by Customer-Generator exceed the off-peak kilowatt-hours supplied by Company, the Company shall not bill for off-peak kilowatt-hours. The excess shall become Off-peak Kilowatt-hour Credits.
 - 4) Where off-peak kilowatt-hours supplied by Company exceed off-peak kilowatt-hours delivered to the grid by Customer-Generator, then Company shall first apply any On-Peak Kilowatt-hour Credits from c.1), above, to the difference. In the event there is any remaining off-peak consumption after application of On-Peak Kilowatt-hour Credits, such off-peak consumption shall be billed by Company.
3. Any remaining On-peak or Off-peak Kilowatt-hour Credits shall be applied to the following monthly billing period in the same manner described in item D.2.c., above. Except that at the beginning of each summer billing season – as defined in the applicable time-of-use rate schedule, Company shall reset any remaining On-peak or Off-peak Kilowatt-hour Credits to zero.

(Continued)

TERMS AND CONDITIONS

XXV. NET METERING (Continued)

4. On-peak and Off-peak Kilowatt-hour Credits are nontransferable. In the event that Customer-Generator terminates participation in Net Metering, existing credits will be applied to Customer-Generator's final bill as a Net Metering participant. On-peak and Off-peak Kilowatt-hour Credits remaining on Customer-Generator's account after the final bill, if any, will be forfeited by Customer-Generator. In no case will any credit balance have any cash value or be convertible to cash.

E. Ownership of Renewable Energy Credits

1. If Customer-Generator chooses to receive retail electric service from Company in accordance with the applicable of Schedule 1P – Residential Service, Schedule 5P – Small General Service, or Schedule 6P – Large General Service, Customer-Generator shall retain ownership of all renewable energy credits (RECs) associated with its electric generation.
2. If Customer-Generator chooses to receive retail electric service from Company in accordance with an applicable rate schedule other than Schedule 1P, Schedule 5P, or Schedule 6P, Customer-Generator shall assign any RECs associated with all electric generation by the Renewable Energy Facility to Company as part of the net metering arrangement.

F. Term of Contract

The term of contract for Net Metering shall be as may be mutually agreed upon by the Customer-Generator and the Company, but for not less than one year.

Agreement for the Purchase
of Electricity

OFFICIAL COPY

Mar 28 2024

This Agreement, made this _____ day of _____, 20 __, by and between the Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina, a Virginia Corporation (hereinafter called the Company), and _____, the bona fide owner or lessee of the premises described in Paragraph First below, (hereinafter called the Customer).

Witnesseth: That in consideration of the mutual covenants and agreements contained herein the parties hereto contract and agree with each other as follows:

First--The Company shall furnish to the Customer, and the Customer shall purchase from the Company, at a mutually agreed upon delivery point, electricity required by the Customer upon the premises situated at _____, in the operation of a(n) _____

The term of this agreement shall be for an initial period ending _____ years after the commencement of the initial billing period hereunder and shall continue thereafter until either party gives the other ninety (90) days written notice of termination.

If electricity is provided hereunder through new service facilities, the parties hereto shall make every reasonable effort to commence to provide and to receive electricity to serve a diversified load not to exceed _____ kVA not later than the _____ of _____, 20__ at a date agreed upon by the Customer and the Company. In the event that the Company is unable to provide electricity or the Customer is unable to receive electricity on this date, the date can be changed by mutual consent.

Second--The characteristics of electricity supplied hereunder, the voltage at which it will be metered and, where applicable, other special provisions, are as follows:

Third--The sheets attached hereto are made a part hereof and are designated as follows:

(Continued)

Agreement for the Purchase
of Electricity

Fourth--In the event the Company is unable to secure and/or maintain adequate rights, easements, franchises and other necessary authorizations, the Company shall not be obligated to render service. Likewise, the execution of this Agreement is a prerequisite for the installation of electric service. In the event the Customer is unable to sign the Agreement, then the installation of electric service may be canceled or delayed.

Fifth--All electricity furnished under this Agreement shall be subject to all applicable Terms and Conditions of service on file with the Commission and such Terms and Conditions are incorporated into this agreement by reference. The provisions of this Agreement, all Rate Schedules, and the Terms and Conditions of service are subject to modification at any time in the manner prescribed by law. When the Agreement is so modified, it shall supersede the provisions hereof and the Rate Schedules, if any, that are attached hereto and made a part hereof.

Sixth--The Customer shall not assign this Agreement without the express written consent of the Company. The Company shall have the right to assign this Agreement to any entity, including an affiliated entity that acquires or otherwise succeeds to the Company's business.

Seventh--This Agreement and the applicable Rate Schedules and Terms and Conditions of the Company on file with the Commission embody the entire agreement between the parties hereto and supersedes all prior Agreements and understandings, if any, relating to the subject matter hereof and thereof. Any claim(s) which either party hereto may have or assert in any manner arising out of the supplying of electricity prior to the date of this Agreement at the premise specified in Paragraph First of this Agreement shall be decided without respect to this Agreement.

Eighth--This Agreement shall be binding upon the Company only when accepted by its duly authorized agent and shall not be modified by any promise, agreement or representation of any agent or employee of the Company unless incorporated in writing in this agreement before such acceptance.

Ninth – In the event any provision, or any part or portion of any provision, of this Agreement shall be declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the remainder of this Agreement shall be severable and remain enforceable. Only the provision (or part of provision thereof) so declared shall be considered unlawful, invalid, or otherwise unenforceable.

(Continued)

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

Superseding Filing Effective ~~01-01-18~~09-01-20.
This Filing Effective ~~09-01-2005-01-24~~.

Docket No. E-22, Sub ~~562694~~

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Mar 28 2024

Agreement for the Purchase
of Electricity

Tenth – The Agreement shall be governed by and constructed in accordance with the laws of the State of North Carolina, without regard to conflict of laws’ provisions.

Customer’s Full Name	Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina
Customer’s Federal Tax ID	By
By	Typed or Printed Name of Person Signing
Typed or Printed Name of Person Signing	Title
Title	
Mail Bill To: Agreement Effective Date <i><u>Initial Billing Period (Agreement Effective Date) for the Customer Referenced in Paragraph First Shall Commence on:</u></i> <i><u>But not later than ninety (90) days after the facilities are made available to the customer. Contract Minimums, if applicable, will be made effective according to the dates referenced within Paragraph Second.</u></i>	

Premise ID:
Account Number

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

Superseding Filing Effective ~~01-01-18~~09-01-20.
This Filing Effective ~~09-01-2005-01-24~~.

Schedule 1
RESIDENTIAL SERVICE

I. APPLICABILITY

This schedule is applicable to the separately metered and billed supply of alternating current electricity to any Customer for use in and about (a) a single-family residence, flat or apartment, or (b) a combination farm and one occupied single-family residence, flat or apartment, or (c) a private residence used as a boarding and/or rooming house with no more than one cooking installation nor more than ten bedrooms or (d) a “family care home” as defined in Chapter 168, Section 21(1) of the General Statutes of North Carolina.

A combination residence and farm, having more than one single-family residence, flat or apartment served electricity through a single meter, that was being billed under this schedule prior to August 1, 1971, may continue to be supplied electricity under this schedule provided each such dwelling unit is occupied by the owner or by a tenant working on the farm. Such multiple-residence farms connected on and after August 1, 1971, shall not be served under this schedule.

This schedule is not applicable to (a) individual motors rated over 15 HP, (b) commercial use as in hotels, public inns, motels, auto courts, tourist courts, tourist camps, or trailer camps, or (c) separately metered service to accessory buildings or equipment on residential property that are not themselves intended or suitable for residence.

II. MONTHLY RATE

A. Basic Customer Charge

Basic Customer Charge \$~~10.67~~14.54 per billing month

B. Plus Energy Charge

1. For billing months of June through September:

All kWh @ ~~10.83~~13.9174¢ per kWh

2. For billing months of October through May:

All kWh @ ~~9.3796~~12.1808¢ per kWh

The energy charges in this schedule contain a base fuel cost of ~~2.1183~~4.935 cents per kilowatt-hour.

(Continued)

Filed ~~08-07-20~~03-28-24
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Schedule 1
RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

- C. The energy charges in II.B. above shall be increased or decreased by any applicable Riders.
- D. Effective January 1, 2011, the reduction associated with Energy Conservation Standards is closed, and the 5% discount to the charges in Paragraphs II.B. and II.C. will be available only to those Customers who were receiving the discount as of the closure date and only at the location where service was being provided at the time of closure.
- E. The minimum charge shall be the Basic Customer Charge in II.A. above.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two; the number of kWh specified in each block of the Monthly Rate shall be multiplied by two before the rates per kWh are applied to the usage for the bimonthly period; and the minimum charge shall be the modified Basic Customer Charge.

V. TERM OF CONTRACT

Open order.

Schedule 1DF
DUAL FUEL SERVICE
RESIDENTIAL

I. APPLICABILITY AND AVAILABILITY

This schedule is applicable to separately metered service to an electric heat pump compressor for use for space heating and cooling, provided the Customer purchases electricity for all other residential purposes at the same location in accordance with the provisions of Schedule 1 - Residential Service. This schedule is not applicable for heat pump installations using natural gas as the auxiliary or supplemental heat source, unless the heat pump installation was being served under this schedule prior to November 30, 1989.

Effective January 1, 2011, this schedule is closed and is only available to those Customers receiving service under this schedule on December 31, 2010, or to those Customers who had submitted a written request to the Company on or before December 31, 2010, for service in accordance with this schedule. Service shall only be available at the location where service was being provided at the time of closure.

II. CUSTOMER'S RESPONSIBILITY

- A. The Customer agrees to install a residential electric heat pump wired so that the compressor (outdoor unit) can be separately metered.
- B. Electric heat pumps must meet the applicable Energy Saver Home Plus equipment efficiency standards in effect at the time of installation or replacement.
- C. The primary source of space heating will be the heat pump compressor and a non-electrical heat source such as oil, propane gas, or wood will supply all auxiliary or supplemental heat.
- D. When the inside or outside temperature is at or below a mutually agreed upon level, the heat pump compressor operation will be automatically discontinued through the use of controls installed by the Customer and approved by the Company, and all residential space heat will be supplied by a non-electrical heat source. As an alternative to automatic controls installed by the Customer, at the Company's option, remote load control of the heat pump compressor may be provided by the Company.
- E. No auxiliary electrical resistance heat may be installed permanently or temporarily.

(Continued)

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-1905-01-24~~.

Docket No. E-22, Sub ~~562694~~

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Mar 28 2024

Schedule 1DF
DUAL FUEL SERVICE
RESIDENTIAL

(Continued)

II. CUSTOMER'S RESPONSIBILITY (Continued)

- F. The Customer will allow the Company the right to inspect the heat pump installation at all reasonable times and to install demand metering on the heat pump service and the Customer's normal residential service as circumstances require.

III. MONTHLY RATE

A. Basic Customer Charge

Basic Customer Charge ~~\$3.69~~5.03 per billing month

B. Plus Energy Charge

1. For the billing months of April through October of each year, consumption under the provisions of this schedule will be billed as if all usage at this location were recorded on one meter at the rates applicable for this period in Schedule 1 — Residential Service.

2. For the billing months of November through March of each year:
All kWh @ ~~5.3699~~7.1569¢ per kWh.

The energy charges in this schedule contain a base fuel cost of ~~2.1183~~4.935 cents per kilowatt-hour.

- C. The energy charges in III.B., above, shall be increased or decreased by any applicable Riders.

- D. The minimum charge shall be the Basic Customer Charge in III.A., above.

IV. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.

- B. The electricity supplied to the compressor (outdoor unit) for each house or apartment will be metered separately and billed in accordance with this schedule as a separate item on the Customer's Residential Service bill.

(Continued)

Filed ~~08-07-2003~~03-28-24
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Docket No. E-22, Sub ~~562~~694

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Mar 28 2024

Schedule 1DF
DUAL FUEL SERVICE
RESIDENTIAL

—————
(Continued)

IV. METER READING AND BILLING (Continued)

- C. The Company at all reasonable times shall have the right of ingress to and egress from the premises of the Customer for periodic inspections subsequent to the initial inspection of the space heating equipment and controls.

V. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1 percent per month, based on the unpaid balance will be added to the current bill.

VI. TERM OF CONTRACT

Open order.

*Schedule 1E
RESIDENTIAL SERVICE
(EXPERIMENTAL)*

I. APPLICABILITY

This schedule is applicable to the separately metered and billed supply of alternating current electricity for use in and about (a) a single-family residence, flat or apartment, (b) a combination farm and one occupied single-family residence, flat or apartment, (c) a private residence used as a boarding and/or rooming house with no more than one cooking installation nor more than ten bedrooms or (d) "family care home" as defined in Chapter 168, Section 21(1) of the General Statutes of North Carolina.

This schedule is not applicable to (i) individual motors rated over 15 HP, (ii) commercial use, or (iii) separately metered service to accessory buildings or equipment on residential property that are not themselves intended or suitable for residence. This schedule is also not applicable for breakdown, relay, or parallel operation service.

II. AVAILABILITY

Subject to a participation limitation of 500 accounts, this schedule is available only where:

- A. The Company has installed and deployed its advanced metering infrastructure (AMI);*
- B. The Customer does not participate in a PJM Interconnection, LLC or Company-Sponsored demand response program or peak-shaving demand response program; and*
- C. The Company received the Customer's voluntary request for service in accordance with this schedule through and including December 31, 2028. A Customer who discontinues service under this schedule after less than one year of service may not be served under this schedule for the Customer's account at the same premise within one year of such discontinuation of service.*

III. MONTHLY RATE

- A. Basic Customer Charge
Basic Customer Charge \$14.54 per billing month*
- B. Plus Energy Charge*
 - 1. For the period beginning May 1 and extending through September 30*

<i>All on-peak kWh</i>	<i>@</i>	<i>25.4086¢ per kWh</i>
<i>All off-peak kWh</i>	<i>@</i>	<i>10.3901¢ per kWh</i>
<i>All super off-peak kWh</i>	<i>@</i>	<i>7.3475¢ per kWh</i>

(Continued)

*Filed 03-28-24
Electric-North Carolina*

This Filing Effective For Usage On and After 02-01-25.

*Schedule 1E
RESIDENTIAL SERVICE
(EXPERIMENTAL)*

(Continued)

III. MONTHLY RATE (Continued)

2. For period beginning October 1 and extending through April 30

<i>All on-peak kWh</i>	<i>@</i>	<i>19.9831¢ per kWh</i>
<i>All off-peak kWh</i>	<i>@</i>	<i>10.3705¢ per kWh</i>
<i>All super off-peak kWh</i>	<i>@</i>	<i>8.4796¢ per kWh</i>

3. Critical Peak Pricing

<i>All kWh</i>	<i>@</i>	<i>47.6057¢ per kWh</i>
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The energy charges in this schedule contain a base fuel cost of 3.4935 cents per kilowatt-hour.

C. The energy charges in III.B., above, shall be increased or decreased by any applicable Riders.

D. The minimum charge shall be the Basic Customer Charge in III.A., above.

IV. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

V. DETERMINATION OF ON-PEAK, OFF-PEAK, SUPER OFF-PEAK, AND CRITICAL PEAK PRICING HOURS

A. On-peak hours (Except Certain Holidays and Exemptions Defined in Paragraph VI.)

1. For the period of May 1 through September 30:

3 P.M. to 6 P.M., Monday through Friday

2. For the period of October 1 through April 30:

6 A.M. to 9 A.M. and 5 P.M. to 8 P.M., Monday through Friday

B. Off-peak hours (Except Exemptions Defined in Paragraph VI.)

1. For the period of May 1 through September 30:

5 A.M. to 3 P.M. and 6 P.M. to 12 A.M., Monday through Friday

2. For the period of October 1 through April 30:

5 A.M. to 6 A.M., 9 A.M. to 5 P.M., and 8 P.M. to 12 A.M., Monday through Friday

3. For weekends and holidays, as identified in Paragraph V.E. below:

5 A.M. to 12 A.M.

(Continued)

Schedule 1E
RESIDENTIAL SERVICE
(EXPERIMENTAL)

(Continued)

V. DETERMINATION OF ON-PEAK, OFF-PEAK, SUPER OFF-PEAK, AND CRITICAL PEAK PRICING HOURS (Continued)

- C. Super off-peak hours are 12 A.M. to 5 A.M., except for exemptions defined in Paragraph VI., below.*
- D. Critical Peak Pricing, as defined in Paragraph VI., below.*
- E. Holidays:*

The following holidays are observed: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Thanksgiving, (Thursday and Friday), Christmas Eve and Christmas Day.

VI. APPLICATION AND NOTIFICATION OF CRITICAL PEAK PRICING

The Company may call up to 30 Critical Peak Pricing days, lasting up to five hours in duration, per calendar year. Any five hour block designated by the Company as Critical Peak Pricing will be priced at the Critical Peak Pricing rate in Paragraph III.B.3. A Critical Peak Pricing block will supersede the on-peak, off-peak, and super off-peak energy charge defined in Paragraphs III.B.1. and III.B.2., as well as the corresponding hours, including holidays, as defined in Paragraph V.

The classification of Critical Peak Pricing days and their applicable Critical Peak block hours for each day will be determined by the Company and will be available via the Internet (at a site to be designated by the Company) by 6 p.m. the preceding day. Receipt of Critical Peak Pricing notification is the Customer's responsibility.

VII. METER READING AND BILLING

Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.

VIII. TERM OF CONTRACT

Open order.

Schedule 1P
RESIDENTIAL SERVICE

I. APPLICABILITY

This schedule is applicable to separately metered and billed supply of alternating current electricity for use in a single-family residence or "family care home" as defined in Chapter 168, Section 21(1) of the General Statutes of North Carolina.

This schedule is not applicable to (a) individual motors rated over 15 HP, (b) commercial use, or (c) separately metered service to accessory buildings or equipment on residential property that are not themselves intended or suitable for residence.

A customer who discontinues service under this schedule after less than one year of service may not be served under this schedule or under Schedule 1T within one year of such discontinuation of service.

II. MONTHLY RATE

A. Basic Customer Charge

Basic Customer Charge ~~\$15.95~~21.74 per billing month

B. Plus kW Demand Charge

1. For summer billing months of June through September:

All on-peak kW of demand @ ~~\$9.41~~11.286 per kW

2. For base billing months of October through May:

All on-peak kW of demand @ ~~\$5.51~~6.608 per kW

C. Plus Energy Charge

All on-peak kWh @ ~~6.746~~59.0442¢ per kWh

All off-peak kWh @ ~~4.720~~56.6145¢ per kWh

The energy charges in this schedule contain a base fuel cost of ~~2.1183~~4935 cents per kilowatt-hour.

D. The energy charges in II.C., above, shall be increased or decreased by any applicable Riders.

E. Effective January 1, 2011, the reduction associated with Energy Conservation Standards is closed, and the 5% discount to the charges in Paragraphs II.B., C., and D. will be available only to those Customers who were receiving the discount as of the closure date and only at the location where service was being provided at the time of closure.

(Continued)

Filed ~~08-07-20~~03-28-24
Electric-North Carolina

Superseding Filing Effective For Usage On and After
~~11-01-19~~On a Temporary Basis, Subject to Refund. This
Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Schedule 1P
RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

F. The minimum charge shall be the Basic Customer Charge in II.A., above.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF DEMAND

The kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the on-peak hours of the current billing month.

V. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

A. On-Peak Hours (Except Certain Holidays)

1. For the period of June 1 through September 30:
1 P.M. to 9 P.M., Monday through Friday
2. For the period of October 1 through May 31:
6:30 A.M. to 12 noon and 5 P.M. to 9 P.M., Monday through Friday

B. Off-Peak Hours

1. Off-peak hours are defined as all hours other than those listed in Paragraph V.A., above.
2. The following holidays are observed as off-peak: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve and Christmas Day.

VI. METER READING AND BILLING

Meters may be read in units of 10 kilowatt-hours and nearest 0.1 kilowatt and bills rendered accordingly.

VII. TERM OF CONTRACT

Open order.

Schedule 1T
RESIDENTIAL SERVICE

I. APPLICABILITY

This schedule is applicable to separately metered and billed supply of alternating current electricity for use in a single-family residence or "family care home" as defined in Chapter 168, Section 21(1) of the General Statutes of North Carolina.

This schedule is not applicable to (a) individual motors rated over 15 HP, (b) commercial use, or (c) separately metered service to accessory buildings or equipment on residential property that are not themselves intended or suitable for residence.

A customer who discontinues service under this schedule after less than one year of service may not be served under this schedule or under Schedule 1P within one year of such discontinuation of service.

II. MONTHLY RATE

A. Basic Customer Charge

Basic Customer Charge ~~\$15.13~~20.62 per billing month

B. Plus Energy Charge

1. For summer billing months of June through September:

All on-peak kWh @ ~~23.03~~24.41¢ per kWh

All off-peak kWh @ ~~5.48~~9.16¢ per kWh

2. For base billing months of October through May:

All on-peak kWh @ ~~19.13~~20.51¢ per kWh

All off-peak kWh @ ~~5.01~~298.36¢ per kWh

The energy charges in this schedule contain a base fuel cost of ~~2.11~~83.49 cents per kilowatt-hour.

C. The energy charges in II.B., above, shall be increased or decreased by any applicable Riders.

D. Effective January 1, 2011, the reduction associated with Energy Conservation Standards is closed, and the 5% discount to the charges in Paragraphs II.B. and II.C. will be available only to those Customers who were receiving the discount as of the closure date and only at the location where service was being provided at the time of closure.

(Continued)

Filed ~~08-07-2003-28-24~~
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Superseding Filing Effective For Usage On and After
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Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Schedule 1T
RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

E. The minimum charge shall be the Basic Customer Charge in II.A., above.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

A. On-peak hours (Except Certain Holidays)

1. For the period of June 1 through September 30:
1 P.M. to 9 P.M., Monday through Friday
2. For the period of October 1 through May 31:
6:30 A.M. to 12 noon and 5 P.M. to 9 P.M., Monday through Friday

B. Off-peak hours

1. Off-peak hours are defined as all hours other than those listed in Paragraph IV.A. above.
2. The following holidays are observed as off-peak: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Thanksgiving, (Thursday and Friday), Christmas Eve and Christmas Day.

V. METER READING AND BILLING

Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.

VI. TERM OF CONTRACT

Open order.

Schedule 1W
TIME-CONTROLLED STORAGE WATER HEATING
OR STORAGE SPACE HEATING
RESIDENTIAL

I. APPLICABILITY

- A. This schedule is applicable to residential time-controlled electric storage water heating. The water heater should be 240 Volts, quick recovery, with a minimum tank size of 30 gallons and a minimum temperature setting of 140°F. A water heater insulation wrap is not required but is strongly encouraged. Any other type, design, and size of tank, the size and number of heater units, and the method of operation must be approved by the Company.
- B. This schedule is also applicable to residential time-controlled electric storage space heating. The type, design, capacity and method of control and operation must be approved by and may be inspected by the Company.
- C. Under this schedule, the Customer must also purchase electricity for other purposes at this location, in accordance with a Residential Service Schedule.

II. MONTHLY RATE

A. Basic Customer Charge
Basic Customer Charge \$~~4.75~~6.47 per billing month

B. Plus Energy Charge
All kWh @ ~~4.52566~~6.3005¢ per kWh

The energy charge in this schedule contains a base fuel cost of ~~2.1183~~4.935 cents per kilowatt-hour.

C. The energy charge in II.B., above, shall be increased or decreased by any applicable Riders.

D. The minimum charge shall be the Basic Customer Charge in II. A., above.

(Continued)

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Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Schedule 1W
TIME-CONTROLLED STORAGE WATER HEATING
OR STORAGE SPACE HEATING
RESIDENTIAL

(Continued)

III. SERVICE APPLICABLE

Separately metered time-controlled service will be available to electric water heaters and electric storage space heaters meeting the requirements of Paragraph I. The time-control device will be provided by the Company and it will be set for the water heater or storage space heater not to operate from 6:30 A.M. to 11:00 A.M., E.S.T. and 12:30 P.M. to 8:30 P.M., E.S.T. (7:30 A.M. to 12:00 noon, E.D.T. and from 1:30 P.M. to 9:30 P.M., E.D.T.), Monday through Friday, and allow the water heater or storage space heater to operate all other hours including all hours on Saturday and Sunday.

IV. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

V. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.
- B. The electricity supplied to electric storage water or space heating equipment in each house or apartment will be metered separately and billed in accordance with this schedule as a separate item on the Customer's Residential Service bill.

VI. TERM OF CONTRACT

Open order.

Schedule 5
SMALL GENERAL SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any nonresidential Customer. This schedule is not applicable for breakdown, relay, or parallel operation service.

II. MONTHLY RATE

A. Basic Customer Charge

Basic Customer Charge \$~~18.93~~22.88 per billing month

B. Plus kW Demand Charge

First 100 kW or less Included in kWh Charge

All kW over 100 @ \$~~3.464~~3.71 per kW

C. Plus Energy Charge

- For billing months of June through September:
First 800 kWh @ ~~9.4529~~12.7592¢ per kWh
Next 2200 kWh* @ ~~9.3823~~12.6700¢ per kWh
Additional kWh @ ~~7.2780~~10.0120¢ per kWh

- For billing months of October through May:
First 800 kWh @ ~~8.7024~~11.8112¢ per kWh
Next 2200 kWh* @ ~~8.6328~~11.7233¢ per kWh
Additional kWh @ ~~6.5436~~9.0843¢ per kWh

*Add 200 kWh for each kW of demand over 10 kW through 30 kW and add 100 kWh for each kW of demand over 30 kW.

The energy charges in this schedule contain a base fuel cost of ~~2.1153~~3.4903 cents per kilowatt-hour.

D. The energy charges in II.C., above, shall be increased or decreased by any applicable Riders.

E. The Minimum Charge shall be determined as the highest of the following amounts, and as may be increased or decreased by any applicable Riders:

Schedule 5
SMALL GENERAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

1. The Basic Customer Charge in Paragraph II.A.;
2. The kW of Demand determined under Paragraph IV. of this Rate Schedule, multiplied by ~~\$5.71~~7.213 per kW for the billing months of June through September or ~~\$2.35~~2.968 per kW for the billing months of October through May;
3. Any Contract Minimum Dollar amount provided for in the Agreement for the Purchase of Electricity executed between the Company and the Customer.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF DEMAND

When a demand meter is present and when the use of electricity exceeds 3,000 kWh for any billing month or has exceeded 3,000 kWh for any billing month during the preceding eleven months, the kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the billing month. When a Customer transfers from another schedule to this schedule, the use of electricity under the former schedule will be used to determine the applicability of the demand provisions of this schedule.

V. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two; the number of kWh specified in each block of the Monthly Rate shall be multiplied by two before the rates per kWh are applied to the usage for the bimonthly period; the Demand Charge for all kW in excess of 100 kW shall be multiplied by two; and the Minimum Charge, excluding all applicable Riders, shall be multiplied by two. All applicable Riders shall be added to such modified Minimum Charge.

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Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Schedule 5
SMALL GENERAL SERVICE

(Continued)

VI. TERM OF CONTRACT

Open order, unless the Customer or the Company requests a written contract. In such case, the term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon, but not less than one year.

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11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Docket No. E-22, Sub 562694

Schedule SGS-EV
SMALL GENERAL SERVICE - EV CHARGING SERVICE
(EXPERIMENTAL)

I. APPLICABILITY AND AVAILABILITY

- A. Except as modified herein, this voluntary schedule is applicable to the supply of alternating current electricity to a limitation of twenty-five (25) nonresidential Customers (1) who require permanent service, (2) who has within the current and previous 11 billing months no more than two peak measured demands of 500 kW or more, and (3) who use this separately metered electric service for providing electric vehicle ("EV") charging service.
- B. At such time the Customer no longer meets the above applicability requirements, the Customer will remain on this schedule for the period (not exceeding two additional billing months) required to achieve an orderly transfer to the applicable schedule.
- C. For new service, this schedule is applicable when the anticipated kW demand meets the above criteria.
- D. This Schedule allows other ancillary uses, limited to no more than 5 kW, that are specifically related to the provision of electric vehicle charging, such as area lighting.

II. 30-DAY RATE

A. Non-Demand Billing

1. *Basic Customer Charge*
Basic Customer Charge \$22.88 per billing month.
2. *Plus Energy Charge*
 - a. *For the billing months of June through September*
All ES kWh @ 12.4948¢ per kWh
 - b. *For the billing months of October through May*
All ES kWh @ 11.5540¢ per kWh
3. *The energy charges in II.A.2., above, shall be increased or decreased by any applicable Riders.*
4. *The energy charges in this schedule contain a base fuel cost of 3.4903 cents per kilowatt-hour.*

(Continued)

*Schedule SGS-EV
SMALL GENERAL SERVICE - EV CHARGING SERVICE
(EXPERIMENTAL)*

(Continued)

II. 30-DAY RATE (Continued)

B. Demand Billing

- 1. Basic Customer Charge
Basic Customer Charge \$22.88 per billing month.*
- 2. Plus kW Demand Charge*
 - a. For the billing months of June through September
All kW of Demand @ \$11.380 per kW*
 - b. For the billing months of October through May
All kW of Demand @ \$ 8.934 per kW*
- 3. Plus Energy Charge*

<i>First 150 kWh per kW</i>	<i>@</i>	<i>10.1539¢ per kWh</i>
<i>Next 150 kWh per kW</i>	<i>@</i>	<i>7.4366¢ per kWh</i>
<i>Next 150 kWh per kW</i>	<i>@</i>	<i>6.8686¢ per kWh</i>
<i>Additional kWh</i>	<i>@</i>	<i>5.9203¢ per kWh</i>
- 4. The energy charges in II.B.3., above, shall be increased or decreased by any applicable Riders.*
- 5. The energy charges in this schedule contain a base fuel cost of 3.4903 cents per kilowatt-hour.*

C. Minimum Charge

The Minimum Charge shall be determined as the highest of the following amounts, and as may be increased or decreased by any applicable Riders:

- 1. The Basic Customer Charge in Paragraph II.A.1 or II.B.1, whichever is applicable.*
- 2. The sum of the charges in Paragraph II.A. or II.B., whichever is applicable, plus \$2.164 multiplied by the number of kW by which any minimum demand established exceeds the demand determined under Paragraph V.*
- 3. If the demand determined under Paragraph V. is 50 kW or greater, the minimum charge for Non-Demand Billing under Paragraph II. shall not be less than \$7.213 per kW of demand for the billing months of June through September or \$2.968 per kW of demand for the billing months of October through May.*
- 4. Any Contract Minimum Dollar amount provided for in the Agreement for the Purchase of Electricity executed between the Company and the Customer.*

(Continued)

*Schedule SGS-EV
SMALL GENERAL SERVICE - EV CHARGING SERVICE
(EXPERIMENTAL)*

(Continued)

III. NON-DEMAND BILLING VS. DEMAND BILLING

- A. The non-demand billing charges of Paragraph II.A. apply to customers whose kWh usage for the current month does not exceed 200 kWh per kW of the demand as determined under Paragraph V.*
- B. The demand billing charges of Paragraph II.B. apply to customers whose kWh usage for the current month exceeds 200 kWh per kW of the demand as determined under Paragraph V.*

IV. LATE PAYMENT CHARGES

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

V. DETERMINATION OF KW OF DEMAND

The kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the billing month, except when Paragraph VIII. is applicable.

VI. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.*
- B. When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the kW Demand Charge, and the quantity of kWh in the first three blocks of the Energy Charge and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.*

VII. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60-Hertz alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

(Continued)

*Schedule SGS-EV
SMALL GENERAL SERVICE - EV CHARGING SERVICE
(EXPERIMENTAL)*

(Continued)

VIII. STANDBY, MAINTENANCE, OR PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) and requiring standby, maintenance, or parallel operation and/or interconnection service, may elect service under this schedule provided the Customer contracts for the maximum kW which the Company is to supply. Standby, maintenance, or parallel operation and/or interconnection service is subject to the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.*
- B. In case the maximum measured kW demand, or 85% of any kVA demand measured, exceeds the contract demand, the contract demand shall be increased by such excess demand.*
- C. The demand billed under II.B. shall be the contract demand.*
- D. A contract demand pursuant to this Paragraph VIII. shall not be required for nonresidential Customer-Generators who net meter in accordance with Section XXV of the Company's Terms and Conditions and whose Generating Facility has a capacity of no more than 100 kW.*

IX. TERM OF CONTRACT

- A. The contract shall be open order unless the Customer or the Company requests a written contract. In such cases, the term of contract for the purchase of electricity under this schedule shall be as mutually agreed upon, but for not less than one year.*
- B. This Schedule shall be withdrawn from service and shall no longer be available to the Customer at the Customer's service location on the latter of December 31, 2028, the conclusion of the Customer's initial one (1)-year term, unless terminated early by the Customer or the end of the Customer's then-current one (1)-year term.*
- C. Notwithstanding the provisions of Paragraph IX. of this schedule, this schedule may be extended upon Company request and Commission approval.*

Schedule 5C
COTTON GIN SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any Customer electing service hereunder for service to a cotton gin.

II. MONTHLY RATE

A. Basic Customer Charge
Basic Customer Charge ~~\$22.40~~27.07 per billing month

B. Plus Energy Charges
1. First 800 kWh @ ~~9.4378~~12.7093¢ per kWh
2. Additional kWh @ ~~8.0578~~10.9719¢ per kWh

The energy charges in this schedule contain a base fuel cost of ~~2.1153~~3.4903 cents per kilowatt-hour.

C. The energy charges in II.B., above, shall be increased or decreased by any applicable Riders.

D. The minimum charge shall be such as may be contracted for but not less than the Basic Customer Charge. The minimum charge shall be increased or decreased by any applicable Riders.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance will be added to the current bill.

IV. METER READING AND BILLING

A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.

B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.

C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two and the minimum charge shall be the modified Basic Customer Charge.

V. TERM OF CONTRACT

Open order, unless the Customer or Company requests a written contract. In such case, the term of the contract for the purchase of electricity under this schedule shall be mutually agreed upon, but not less than one year.

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Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Schedule 5P
SMALL GENERAL SERVICE

I. APPLICABILITY

Service under this schedule is available to nonresidential Customers requiring permanent service and requiring less than 500 kW of demand as determined by actual measurement or by estimation based on connected load. If the Customer equals or exceeds 500 kW during the current billing month, this schedule will not be available to the Customer for the succeeding twelve (12) billing months.

Any Customer receiving service under this schedule prior to March 9, 1983, may continue to be served under this schedule without a demand restriction until such time as service is terminated or service is elected under another applicable schedule.

II. MONTHLY RATE

A. Basic Customer Charge

1. Single-phase services sized at 200 amperes or less -
Basic Customer Charge ~~\$23.89~~28.87 per billing month
2. All other services
Basic Customer Charge ~~\$79.90~~96.55 per billing month

B. Plus Power Supply Demand Charge

1. For summer billing months of June through September:
All on-peak kW of power supply demand @ ~~\$9.87~~12.459 per kW
2. For base billing months of October through May:
All on-peak kW of power supply demand @ ~~\$7.309~~9.224 per kW

C. Plus Distribution Demand Charge

All kW of distribution billing demand @ ~~\$1.89~~2.394 per kW

D. Plus Energy Charge

All on-peak kWh @ ~~5.58~~127.8647¢ per kWh
All off-peak kWh @ ~~4.0468~~5.9283¢ per kWh

The energy charges in this schedule contain a base fuel cost of ~~2.1153~~3.4903 cents per kilowatt-hour.

E. The energy charges in II. D., above, shall be increased or decreased by any applicable Riders.

Schedule 5P
SMALL GENERAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

- F. The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A., B., and C., above. The minimum charge shall be increased or decreased by any applicable Riders.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF POWER SUPPLY DEMAND

The kW of on-peak demand to be billed under II.B., above, will be determined as the highest average kW load measured in any 30-minute interval during the on-peak hours of the current billing month.

V. DETERMINATION OF POWER SUPPLY DEMAND ON-PEAK HOURS

On-Peak Hours (Except Certain Holidays)

- A. For the period of June 1 through September 30:
10 A.M. to 10 P.M., Monday through Friday.
- B. For the period of October 1 through May 31:
6 A.M. to 12 Noon and 5 P.M. to 10 P.M., Monday through Friday.

VI. DETERMINATION OF ENERGY ON-PEAK HOURS

On-Peak Hours (Except Certain Holidays)

- A. For the period of June 1 through September 30:
10 A.M. to 10 P.M., Monday through Friday
- B. For the period of October 1, through May 31:
6 A.M. to 10 P.M., Monday through Friday

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

Superseding Filing Effective For Usage On and After
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Filing Effective For Usage On and After ~~11-01-19~~ 05-01-24.

Schedule 5P
SMALL GENERAL SERVICE

(Continued)

VII. DETERMINATION OF POWER SUPPLY DEMAND AND ENERGY OFF-PEAK HOURS

- A. Power Supply Demand off-peak hours are defined as all hours other than those listed in Paragraph V., above.
- B. Energy off-peak hours are defined as all hours other than those listed in Paragraph VI., above.
- C. The following holidays are observed as off-peak for Power Supply Demand and Energy: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve and Christmas.

VIII. DETERMINATION OF DISTRIBUTION DEMAND

- A. The distribution demand billed under II.C. shall be the higher of:
 - 1. The highest average kW measured at the location during any 30-minute interval of the current billing month, or
 - 2. The contract demand.
- B. The minimum distribution demand will be such as may be contracted for. However, when the Customer's power factor during the current billing month is less than 85 percent, the Company may render billing based on a distribution demand of not less than 85 percent of the Customer's peak kVA demand during the current billing month.

IX. METER READING AND BILLING

Meters may be read in units of 10 kilowatt-hours and nearest 0.1 kilowatt and bills rendered accordingly.

X. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60 Hertz alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

Schedule 5P
SMALL GENERAL SERVICE

(Continued)

XI. STANDBY, MAINTENANCE, OR PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) and requiring standby, maintenance, or parallel operation and/or interconnection service, may elect service under this schedule provided the Customer contracts for the maximum kW which the Company is to supply. Standby, maintenance, or parallel operation and/or interconnection service is subject to the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- B. In case the maximum measured kW demand, or 85% of any kVA demand measured, exceeds the contract demand, the contract demand shall be increased by such excess demand.
- C. The demand billed under II.C. shall be the contract demand.
- D. A contract demand pursuant to this Paragraph XI. shall not be required for non-residential Customer-Generators who net meter in accordance with Section XXV of the Company's Terms and Conditions and whose Generating Facility has a capacity of no more than 100 kW.

XII. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon, but for not less than one year. A written agreement may be required as the Company or Customer from time to time may deem necessary.

Schedule 6C
LARGE GENERAL SERVICE - CURTAILABLE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any customer who requires permanent service and who contracts for the supply of 500 kW of demand or greater. Under this schedule, the Customer shall curtail to a specified firm demand upon Company request.

II. 30-DAY RATE

A. Basic Customer Charge

Basic Customer Charge ~~\$156.45~~ 198.34 per billing month

B. Plus Contract Demand Charge

1. Primary Service

All kW of Contract Demand @ ~~\$1.51~~ 1.839 per kW

2. Secondary Service

All kW of Contract Demand @ ~~\$2.02~~ 2.456 per kW

C. Plus Summer/Winter Firm Demand Charge

All kW of Summer/Winter Firm Demand @ ~~\$4.70~~ 4.710 per kW

D. Plus Energy Charge

All kWh @ ~~5.70~~ 277.8415¢ per kWh

E. The energy charges in this schedule contain a base fuel cost of ~~2.09~~ 3.4655 cents per kilowatt-hour.

F. The energy charges in II.D. above, shall be increased or decreased by any applicable Riders.

G. The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A., B., and C., above. The minimum charge shall be increased or decreased by any applicable Riders.

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Schedule 6C
LARGE GENERAL SERVICE - CURTAILABLE

(Continued)

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF PEAK DEMAND AND CONTRACT DEMAND

- A. The Company may install metering equipment necessary to determine both the average kW demand during a 30-minute interval and the average kVA demand during a 30-minute interval. The Peak Demand for the current billing month shall be the higher of:
1. The highest average kW demand measured during the current billing month, or
 2. 85% of the highest average kVA demand measured during the current billing month.

Any reactive demand resulting from a Company request shall not be considered in the determination of Peak Demand.

- B. The Contract Demand shall be the maximum demand the Company is to supply at any time, but not less than 500 kW, nor less than the highest kW demand at this location during the 12 billing months prior to the effective date of the contract.

In the event that the Peak Demand determined for the current billing month exceeds the Contract Demand, the Contract Demand shall be increased by such excess demand. Where the service voltage is equal to or greater than 2,000 Volts, the Contract Demand will be billed at the charge in Paragraph II.B.1., above. Where the service voltage is less than 2,000 Volts, the Contract Demand will be billed at the charge in Paragraph II.B.2., above.

V. NOTIFICATION AND CURTAILMENT PROVISIONS

- A. Curtailments may be requested by the Company only from May 16 through September 30 (Summer) and from December 1 through March 31 (Winter). During the Summer, the potential curtailment period is from 2 P.M. to 9 P.M.

During the Winter, the potential curtailment periods are from 6 A.M. to 11 A.M., and from 5 P.M. to 10 P.M. For each calendar year, the total number of curtailments shall be limited to 13 curtailments during the Winter and 19 curtailments during the Summer.

Schedule 6C
LARGE GENERAL SERVICE - CURTAILABLE

(Continued)

V. NOTIFICATION AND CURTAILMENT PROVISIONS (Continued)

- B. When notification of requested curtailment is provided at a time other than during a potential curtailment period, the Customer shall reduce load to the applicable Summer/Winter Firm Demand within 30 minutes of receiving notification, or at the beginning of the next potential curtailment period, whichever occurs later. When notification of requested curtailment is provided during a potential curtailment period, the Customer shall reduce load to the applicable Summer/Winter Firm Demand within 30 minutes of receiving notification. The Customer shall remain at or below the firm level until notification by the Company or until the end of the potential curtailment period, whichever occurs first.
- C. Primary notification shall be through telecommunication equipment provided by the Company. The Customer shall arrange for telephone service, at the Customer's expense, dedicated solely to such equipment. A secondary notification procedure shall be established which is mutually agreeable to the Customer and the Company.

VI. DETERMINATION OF SUMMER/WINTER FIRM DEMAND

- A. Summer Firm Demand is the maximum demand the Company agrees to supply during curtailment periods of the Summer season. Summer Firm Demand shall be billed under Paragraph II.C. during the billing months of May through October. The customer shall specify in writing the Summer Firm Demand prior to the beginning of the April billing month of each year. The Customer may increase the Summer Firm Demand upon 30 days written notice, subject to rebilling beginning with the most recent May billing month. Such rebilling shall not alter any previously applied penalty charge for failure to curtail.
- B. Winter Firm Demand is the maximum demand the Company agrees to supply during curtailment periods of the Winter season. Winter Firm Demand shall be billed under Paragraph II.C. during the billing months of November through April. The Customer shall specify in writing the Winter Firm Demand prior to the beginning of the October billing month of each year. The Customer may increase the Winter Firm Demand upon 30 days written notice, subject to rebilling beginning with the most recent November billing month. Such rebilling shall not alter any previously applied penalty charge for failure to curtail.

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Schedule 6C
LARGE GENERAL SERVICE - CURTAILABLE

(Continued)

VII. BILLING FOR FAILURE TO CURTAIL

The Company shall determine the highest average kW measured in any 30-minute interval of each curtailment period. For each curtailment period during the Summer, the Customer shall be billed ~~\$28.22~~34.27 times any demand in excess of the Summer Firm Demand. For each curtailment period during the Winter, the Customer shall be billed ~~\$28.22~~34.27 times any demand in excess of the Winter Firm Demand. Each season the Customer may request by letter that one period of Company requested curtailment be ignored in the determination of curtailment compliance. Such request shall be made within 10 days of the billing date for the billing month during which the specific Company requested curtailment was made.

VIII. METER READING AND BILLING

When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Contract Demand Charge, the Summer/Winter Firm Demand Charge, the penalty charge in Paragraph VII., and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

IX. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60-Hertz alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

X. PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) in parallel with the Company's facilities, may elect service under this schedule provided that the Customer's interconnection with the Company's facilities shall be made in accordance with the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV.

Schedule 6C
LARGE GENERAL SERVICE - CURTAILABLE

(Continued)

X. PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE (Continued)

B. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.

XI. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be in multiples of one year, continuing thereafter for one-year terms, unless either party provides sixty days written notice of termination prior to the end of any term.

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Mar 28 2024

Schedule 6L
LARGE GENERAL SERVICE

I. AVAILABILITY AND APPLICABILITY

Service under this schedule is available to nonresidential Customers (a) who received service from the Company in accordance with Rate Schedule 6C, 6P, 10, or 6VP immediately prior to the Customer's effective date for service under this schedule; and (b) whose actual peak measured average 30-minute interval demand reached or exceeded 3,000 kW during at least three billing months within the current and previous 11 consecutive billing months, occurring immediately prior to the Customer's effective date for service under this schedule.

Discontinuance of service under this schedule shall be in accordance with Paragraph X of this schedule. This schedule is not applicable to temporary service.

II. 30-DAY RATE

A. Basic Customer Charge

Basic Customer Charge ~~\$78.98~~108.74 per billing month

B. Plus Power Supply Demand Charge

All kW of on-peak power supply billing demand @ ~~\$19.43~~23.606 per kW

C. Plus Distribution Contract Demand Charge

1. Primary Service

All kW of distribution contract billing demand @ ~~\$1.006~~1.222 per kW

2. Secondary Service

All kW of distribution contract billing demand @ ~~\$1.509~~1.833 per kW

D. Plus Energy Charge

All on-peak kWh @ ~~2.6079~~4.0850¢ per kWh

All off-peak kWh @ ~~2.4440~~3.8858¢ per kWh

The energy charges in this schedule contain a base fuel cost of ~~2.0983~~3.4655 cents per kilowatt-hour.

E. The energy charges in Paragraph II.D., above, shall be increased or decreased by any applicable Riders.

F. The minimum charge shall be as may be contracted for, but not less than the sum of the charges in Paragraphs II.A., II.B., and II.C., above. The minimum charge shall be increased or decreased by any applicable Riders.

Schedule 6L
LARGE GENERAL SERVICE

(Continued)

III. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

The following on-peak and off-peak hours are applicable to the billing of all charges stated in this schedule.

A. On-peak hours are as follows:

1. For the period of June 1 through September 30, 10 a.m. to 10 p.m.
2. For the period of October 1 through May 31, 7 a.m. to 10 p.m.

B. All hours not specified in Paragraph III.A., above, are off-peak.

IV. DETERMINATION OF POWER SUPPLY DEMAND

The kW of demand billed under Paragraph II.B., above, shall be the highest of:

- A. The highest average kW measured in any 30-minute interval of the current billing month during the on-peak hours;
- B. 75% percent of the highest kW of demand at this location as determined under Paragraph IV.A., above, during the billing months of June through September of the preceding 11 billing months;
- C. 1,000 kW.

V. DETERMINATION OF DISTRIBUTION PEAK DEMAND AND DISTRIBUTION CONTRACT DEMAND

- A. The Company may install metering equipment necessary to determine both the average kW demand during a 30-minute interval and the average kVA demand during a 30-minute interval. The Distribution Peak Demand for the current billing month shall be the higher of:
 1. The highest average kW demand measured during the current billing month; or
 2. 85% of the highest average kVA demand measured during the current billing month.

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Schedule 6L
LARGE GENERAL SERVICE

(Continued)

V. DETERMINATION OF DISTRIBUTION PEAK DEMAND AND DISTRIBUTION CONTRACT DEMAND (Continued)

- B. The Distribution Contract Demand billed under Paragraph II.C., above, shall be the maximum demand the Company is to supply, but not less than 3,000 kW. In the event that the Distribution Peak Demand determined for the current billing month exceeds the Distribution Contract Demand, the Distribution Contract Demand shall be increased by such excess demand.
- C. Where the service voltage is equal to or greater than 2,000 Volts, the Distribution Contract Demand will be billed at the charge in Paragraph II.C.1., above. Where the service voltage is less than 2,000 Volts, the Distribution Contract Demand will be billed at the charge in Paragraph II.C.2., above. The Distribution Contract Demand shall be billed only where the service voltage is less than 69 kV.

VI. METER READING AND BILLING

When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Power Supply Demand Charge, the Distribution Contract Demand Charge, and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

VII. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

VIII. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60-Hertz alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

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Schedule 6L
LARGE GENERAL SERVICE

(Continued)

IX. STANDBY, MAINTENANCE, OR PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) and requiring standby, maintenance, or parallel operation and/or interconnection service, may elect service under this schedule provided the Customer contracts for the maximum kW which the Company is to supply, but not less than 3,000 kW. Standby, maintenance, or parallel operation and/or interconnection service is subject to the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- B. In case the maximum measured kW demand, or 85% of any kVA demand measured, exceeds the contract demand, the contract demand shall be increased by such excess demand.
- C. The demand billed under Paragraph II.C. shall be the contract demand.
- D. A contract demand pursuant to this Paragraph IX. shall not be required for non-residential Customer-Generators who net meter in accordance with Section XXV of the Company's Terms and Conditions and whose Generating Facility has a capacity of no more than 100 kW.

X. TERM OF CONTRACT

The contract shall be open order unless (a) parallel operation service is provided, or (b) the Customer or the Company requests a written contract. In such case, the term of contract for the purchase of electricity under this schedule shall be as mutually agreed upon, but for not less than one year.

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Schedule 6P
LARGE GENERAL SERVICE

I. APPLICABILITY

Service under this schedule is available to nonresidential Customers who require permanent service and who do not qualify for service under Schedule 5P.

II. 30-DAY RATE

- A. Basic Customer Charge
Basic Customer Charge ~~\$78.98~~108.74 per billing month
- B. Plus Power Supply Demand Charge
All kW of on-peak power supply
Billing demand @ ~~\$14.29~~17.354 per kW
- C. Plus Distribution Demand Charge
 - 1. Primary Service
All kW of distribution billing demand @ ~~\$1.03~~1.255 per kW
 - 2. Secondary Service
All kW of distribution billing demand @ ~~\$1.54~~1.875 per kW
- D. Plus rkVA Demand Charge
All rkVA of Demand @ ~~\$0.18~~0.229 per rkVA
- E. Plus Energy Charge
All on-peak kWh @ ~~4.14~~4.9504¢ per kWh
All off-peak kWh @ ~~3.48~~3.1544¢ per kWh

The energy charges in this schedule contain a base fuel cost of ~~2.09~~3.4655 cents per kilowatt-hour.

- F. The energy charges in II.E., above, shall be increased or decreased by any applicable Riders.
- G. The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A., B., C. and D., above. The minimum charge shall be increased or decreased by any applicable Riders.

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Schedule 6P
LARGE GENERAL SERVICE

(Continued)

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF POWER SUPPLY DEMAND

The kW of Power Supply Demand to be billed under II.B., above, shall be the higher of:

- A. The highest average kW load measured in any 30-minute interval during the on-peak hours of the current billing month, or
- B. The average demand for the billing month as determined by dividing the kWh by the product of 24 and the number of days in the billing month.

V. DETERMINATION OF DISTRIBUTION DEMAND

- A. Where the service voltage is equal to or greater than 2,000 Volts, Distribution Demand will be billed at the charge in Paragraph II.C.1., above. Where the service voltage is less than 2,000 Volts, the Distribution Demand will be billed at the charge in Paragraph II.C.2., above.
- B. The Distribution Demand billed under II.C., above, shall be such as may be contracted for, but not be less than the higher of:
 - 1. The highest average kW measured at the location during any 30-minute interval of the current billing month, or
 - 2. 500 kW.
- C. The minimum Distribution Demand will be such as may be contracted for. However, when the Customer's power factor during the current billing month is less than 85 percent, the Company may render billing based on a Distribution Demand of not less than 85 percent of the Customer's peak kVA demand during the current billing month.

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Schedule 6P
LARGE GENERAL SERVICE

(Continued)

VI. DETERMINATION OF RKVA DEMAND

The rkVA demand shall be billed only when the Distribution Demand is 1,000 kW or greater. The rkVA of demand billed shall be the highest average rkVA measured in any 30-minute interval during the current billing month.

VII. DETERMINATION OF POWER SUPPLY DEMAND ON-PEAK HOURS

On-Peak Hours (Except Certain Holidays)

- A. For the period of June 1 through September 30: 10 A.M. to 10 P.M., Monday through Friday.
- B. For the period of October 1 through May 31: 6 A.M. to 12 NOON and 5 P.M. to 10 P.M., Monday through Friday.

VIII. DETERMINATION OF ENERGY ON-PEAK HOURS

On-Peak Hours (Except Certain Holidays)

- A. For the period of June 1 through September 30: 10 A.M. to 10 P.M., Monday through Friday.
- B. For the period of October 1 through May 31: 6 A.M. to 10 P.M., Monday through Friday.

IX. DETERMINATION OF POWER SUPPLY DEMAND AND ENERGY OFF-PEAK HOURS

- A. Power Supply Demand off-peak hours are defined as all hours other than those listed in Paragraph VII., above.
- B. Energy Off-peak hours are defined as all hours other than those listed in Paragraph VIII., above.
- C. The following holidays are observed as off-peak for Power Supply Demand and Energy: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve and Christmas Day.

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Schedule 6P
LARGE GENERAL SERVICE

(Continued)

X. METER READING AND BILLING

When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Power Supply Demand Charge, the Distribution Demand Charge, the rkVA Demand Charge, and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

XI. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60-Hertz alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

XII. STANDBY, MAINTENANCE, OR PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) and requiring standby, maintenance, or parallel operation and/or interconnection service, may elect service under this schedule provided the Customer contracts for the maximum kW which the Company is to supply. Standby, maintenance, or parallel operation and/or interconnection service is subject to the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- B. In case the maximum measured kW demand, or 85% of any kVA demand measured, exceeds the contract demand, the contract demand shall be increased by such excess demand.
- C. The demand billed under II.C. shall be the contract demand.

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Schedule 6P
LARGE GENERAL SERVICE

(Continued)

XII. STANDBY, MAINTENANCE, OR PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE (Continued)

- D. A contract demand pursuant to this Paragraph XII. shall not be required for non-residential Customer-Generators who net meter in accordance with Section XXV of the Company's Terms and Conditions and whose Generating Facility has a capacity of no more than 100 kW.

XIII. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon but for not less than one year. A written agreement may be required as the Company or Customer from time to time may deem necessary.

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Mar 28 2024

Schedule 6VP
LARGE GENERAL SERVICE
VARIABLE PRICING

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Mar 28 2024

I. APPLICABILITY

This Schedule is applicable, on a voluntary basis, to the supply of 10,000 kW or more to any Customer who requires permanent service and who has an annual average demand of 5,000 kW or more as determined by dividing the historic annual kWh usage by the number of hours for the year. Should the Customer's annual average demand fall below 5,000 kW, the Customer may continue to be served under this Schedule, provided that the potential exists to average 5,000 kW at the Customer's facility. Otherwise, service under this Schedule shall cease effective with the Customer's anniversary date.

II. 30-DAY RATE

A. Basic Customer Charge

Basic Customer Charge ~~\$144.30~~198.68 per billing month

B. Plus Contract Demand Charge

First 12,000 kW of Contract Demand (included in the Capacity Surcharge)
Additional kW of Contract Demand @ ~~\$0.803~~0.965 per kW

Where the Customer is served at a voltage below 2 kV, the Contract Demand Charge will be increased by ~~\$0.803~~0.965 per kW of Contract Demand.

C. Plus Energy Charge

1. All Base kWh @ ~~5.065~~7.0123¢ per kWh

2. All Peak kWh will be categorized according to the following table and billed at the rates specified.

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Superseding Filing Effective For Usage On and After
11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Schedule 6VP
 LARGE GENERAL SERVICE
 VARIABLE PRICING

(Continued)

II. 30-DAY RATE (Continued)

For the period May 1 through September 30:

Day Classification	On-Peak Period	On-Peak Rate Per kWh	Off-Peak Rate Per kWh
A	10 a.m.-10 p.m.	12.2216 <u>15.6137</u> ¢	5.3348 <u>7.5724</u> ¢
B	10 a.m.-10 p.m.	5.6899 <u>7.7624</u> ¢	4.2967 <u>6.0889</u> ¢
C	6 a.m.-10 p.m.	4.2967 <u>6.4108</u> ¢	3.4943 <u>5.3306</u> ¢

For the period October 1 through April 30:

Day Classification	On-Peak Period	On-Peak Rate Per kWh	Off-Peak Rate Per kWh
A	6 a.m.- 1 p.m. & 5 p.m.-10 p.m.	12.2216 <u>15.6137</u> ¢	5.9935 <u>8.1283</u> ¢
B	6 a.m.- 1 p.m. & 5 p.m.-10 p.m.	5.6889 <u>8.4155</u> ¢	4.7561 <u>7.1263</u> ¢
C	6 a.m.-10 p.m.	4.6428 <u>6.8457</u> ¢	3.8373 <u>5.7711</u> ¢

(NOTE: Classification A will apply for no more than 28 days during any calendar year, and classification C will apply for no less than 60 days during any calendar year.)

The energy charges in this schedule contain a base fuel cost of ~~2.0653~~3.4067 cents per kilowatt-hour.

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 Electric-North Carolina

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Schedule 6VP
LARGE GENERAL SERVICE
VARIABLE PRICING

(Continued)

II. 30-DAY RATE (Continued)

D. Plus Capacity Surcharge (applicable hours only)

All applicable kWh, up to a maximum of 12,000 times the number of applicable hours for the current billing month @ 42.6¢ per kWh

Any additional kWh during applicable hours @ 36.0¢ per kWh

E. The energy charges in II.C., above, shall be increased or decreased by any applicable Riders.

F. Where the Customer is served at a voltage below 2 kV, the charges in Paragraphs II.C. and II.E. will be increased by 2%.

G. The minimum charge shall be such as may be contracted for, but not less than the Basic Customer Charge, plus ~~\$0.8030.965~~ (~~\$1.6061.930~~ for service below 2 kV) per kW of Contract Demand, plus the base fuel cost of ~~2.0653.4067~~ cents per kWh, and increased or decreased by any applicable Riders

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF CONTRACT DEMAND

The Contract Demand shall be the maximum demand the Company is to supply, but not less than 10,000 kW. Should the highest average kW demand measured during any 30-minute interval of the current billing month, or 85% of the highest average kVA demand measured similarly, exceed the Contract Demand, then the Contract Demand shall be increased by such excess demand.

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Schedule 6VP
LARGE GENERAL SERVICE
VARIABLE PRICING

(Continued)

V. DETERMINATION OF BASE DEMAND

For each day of the current billing month, the Company will determine the lowest 30-minute average kW demand measured for the day. From the daily minimum demands of the current billing month, the Company will select the highest daily minimum. That value will be compared with the demand values determined similarly for the previous eleven billing months, and from these twelve values, the Base Demand is determined as the minimum of the twelve.

VI. DETERMINATION OF BASE AND PEAK ENERGY

For each 30-minute interval of the current billing month, any energy purchased during that interval, up to 50% of the Base Demand, is determined to be Base kWh, with any additional energy purchased determined to be Peak kWh. (The 50% value relates to the length of the demand interval. Had such interval been 60 minutes, the percentage would have been 100%.)

VII. NOTIFICATION OF DAY CLASSIFICATION

The energy charge day classification for each day will be determined by the Company and will be available via the Internet (at a site to be designated by the Company) by 6 p.m. the preceding day. Should the Company fail to update the Internet site by 6 p.m., the classification shall default to "C."

VIII. APPLICATION / NOTIFICATION OF CAPACITY SURCHARGE RATE

- A. The Capacity Surcharge rate will apply for no more than 150 hours during any calendar year. Typically, such hours will include those hours of requested curtailment in accordance with Schedule 6C. Factors considered by the Company in determining whether or not the Capacity Surcharge rate will apply include, but are not limited to: a) the Company's reserve margin, b) the Company's system load, c) unanticipated high marginal operating costs, d) the year-to-date number of Capacity Surcharge hours already applied, e) whether or not the Company has implemented curtailment under Schedule 6C and/or classified a day as "A" in accordance with Schedule 10. The Company will provide no less than two hour's notice of application of the Capacity Surcharge rate.
- B. A primary and secondary notification procedure shall be established which are mutually agreeable to the Customer and the Company. In the event that such procedures require a dedicated telephone line, such line shall be provided at the Customer's expense.

Schedule 6VP
LARGE GENERAL SERVICE
VARIABLE PRICING

(Continued)

IX. METER READING AND BILLING

When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Contract Demand Charge, and the fixed charge components of the minimum charge of the 30-day rate each will be multiplied by the actual number of days in the billing period and divided by 30.

X. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60 cycle alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

XI. PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) in parallel with the Company's facilities, may elect service under this schedule provided that the Customer's interconnection with the Company's facilities shall be made in accordance with the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV.
- B. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.

XII. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon, but for not less than one year, continuing thereafter for additional one-year terms, unless either party provides at least thirty days written notice of termination prior to the end of any term.

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Schedule 7
ELECTRIC HEATING

I. APPLICABILITY

This schedule is applicable to any general service Customer purchasing alternating current electricity for storage water heating, for clothes drying, or for space heating (but not for process heating), where the Customer also purchases electricity for other purchases at the same location in accordance with a general service schedule; or to those Customer locations where electricity is purchased for water heating only and was served prior to May 1, 1971, on a storage water heating schedule.

This schedule is closed to new applications for service after November 1, 1981. A Customer who was being served under this schedule prior to November 1, 1981, may continue to be served under this schedule until the Customer requests another available schedule.

Where electricity is used for space heating and the same space is cooled by air conditioning equipment that serves no additional space, the air conditioning equipment may be served on this schedule through the same meter.

This schedule is not applicable for any use other than those specified above.

II. MONTHLY RATE

A. Energy Charge

All kilowatt-hours @ ~~9.3652~~12.6401¢ per kWh
for billing months of June through September.

All kilowatt-hours @ ~~6.8452~~9.4598¢ per kWh
for billing months of October through May.

The energy charges in this schedule contain a base fuel cost of ~~2.1153~~3.4903 cents per kilowatt-hour.

B. Plus kW Demand Charge

First 100 kW or less Included in Energy Charge

All kW over 100 @ ~~\$3.454~~3.354 per kW

C. The energy charges in II.A. above shall be increased or decreased by any applicable Riders.

Schedule 7
ELECTRIC HEATING

(Continued)

II. MONTHLY RATE (Continued)

- D. The minimum charge shall be ~~\$18.93~~22.88 per billing month. The minimum charge shall be increased or decreased by any applicable Riders.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF DEMAND

The kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the billing month.

V. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Minimum Charge and the Demand Charge for all kW in excess of 100 kW will be multiplied by two.

VI. EQUIPMENT SPECIFICATIONS

The type, design and size of tank, the size and number of heater units, and the method of water heater operation are subject to approval by the Company.

Schedule 7
ELECTRIC HEATING

—————
(Continued)

VI. EQUIPMENT SPECIFICATIONS (Continued)

The type, design, capacity, method of operation, and installation of the electric space heating and air conditioning equipment are subject to approval by the Company. The electric space heating design and installation, and the air conditioning equipment design and installation, shall conform to good engineering practice and provide for satisfactory operation and comfort.

The type, design, capacity, method of operation, and installation of the electric clothes drying equipment are subject to approval by the Company.

VII. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon, but not less than one year.

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Schedule 10
 LARGE GENERAL SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any Customer who requires permanent service and who contracts for the supply of 500 kW of demand or greater, or who operates electric generation rated at 100 kVA or more which may be utilized as a substitute for power contracted for under this schedule.

II. 30-DAY RATE

A. Basic Customer Charge
 Basic Customer Charge \$~~138.35~~190.49 per billing month

B. Plus Contract Demand Charge

1. Primary Service
 All kW of Contract Demand @ \$~~1.512~~1.836 per kW

2. Secondary Service
 All kW of Contract Demand @ \$~~2.023~~2.456 per kW

C. Plus Energy Charge

All kWh will be categorized according to the following table and billed at the rates specified.

1. For the period May 1 through September 30:

<u>Day Classification</u>	<u>On-peak Period</u>	<u>On-peak Rate Per kWh</u>	<u>Off-peak Rate Per kWh</u>
A	10 a.m.-10 p.m.	27.624 <u>234.4537</u> ¢	11.186 <u>14.4982</u> ¢
B	10 a.m.-10 p.m.	6.060 <u>88.2762</u> ¢	4.366 <u>26.2190</u> ¢
C	6 a.m.-10 p.m.	4.965 <u>26.9462</u> ¢	4.119 <u>45.9194</u> ¢

(Continued)

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Schedule 10
LARGE GENERAL SERVICE

(Continued)

II. 30-DAY RATE (Continued)

2. For the period October 1 through April 30:

<u>Day Classification</u>	<u>On-peak Period</u>	<u>On-peak Rate Per kWh</u>	<u>Off-peak Rate Per kWh</u>
A	6 a.m.- 1 p.m. & 5 p.m.-10 p.m.	27.624 <u>234.4537</u> ¢	11.186 <u>14.4982</u> ¢
B	6 a.m.- 1 p.m. & 5 p.m.-10 p.m.	6.061 <u>88.2775</u> ¢	5.014 <u>7.0063</u> ¢
C	6 a.m.-10 p.m.	4.965 <u>26.9462</u> ¢	4.119 <u>45.9194</u> ¢

(NOTE: Classification A will apply for no more than 28 days during any calendar year, and classification C will apply for no less than 60 days during any calendar year.)

The energy charges in this schedule contain a base fuel cost of ~~2.098~~3.4655 cents per kilowatt-hour.

D. The energy charges in II.C., above, shall be increased or decreased by any applicable Riders.

E. The minimum charge shall be such as may be contracted for and shall be increased or decreased by any applicable Riders.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. NOTIFICATION OF DAY CLASSIFICATION

The energy charge day classification for each day will be determined by the Company and will be available via the Internet (at a site to be designated by the Company) by 6 p.m. the preceding day. Should the Company fail to update the Internet site by 6 p.m., the classification shall default to "C."

(Continued)

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Schedule 10
LARGE GENERAL SERVICE

(Continued)

V. DETERMINATION OF PEAK DEMAND AND CONTRACT DEMAND

A. The Company may install metering equipment necessary to determine both the average kW demand during a 30-minute interval and the average kVA demand during a 30-minute interval. The Peak Demand for the current billing month shall be the higher of:

1. The highest average kW demand measured during the current billing month, or
2. 85% of the highest average kVA demand measured during the current billing month.

Any reactive demand resulting from Company request shall not be considered in the determination of Peak Demand.

B. The Contract Demand shall be the maximum demand the Company is to supply, but not less than 500 kW (except where the Customer operates generation rated at 100 kVA or more which may be utilized as a substitute for power contracted for under this schedule), nor less than the highest demand at this location during the 12 billing months prior to the effective date of the contract. In the event that the Peak Demand determined for the current billing month exceeds the Contract Demand, the Contract Demand shall be increased by such excess demand. Where the service voltage is equal to or greater than 2,000 volts, the Contract Demand will be billed at the charge in Paragraph II.B.1. Where the service voltage is less than 2,000 volts, the Contract Demand will be billed at the charge in Paragraph II.B.2.

VI. METER READING AND BILLING

- A. The Customer shall provide the Company with access to the Customer's telephone service so that the Company may communicate with its metering equipment.
- B. When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Contract Demand Charge, and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

(Continued)

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Schedule 10
LARGE GENERAL SERVICE

(Continued)

VII. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60 cycle alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

VIII. PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) in parallel with the Company's facilities, may elect service under this schedule provided that the Customer's interconnection with the Company's facilities shall be made in accordance with the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV.
- B. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.

IX. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be in multiples of one year, continuing thereafter for one-year terms, unless either party provides sixty days written notice of termination prior to the end of any term.

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SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

I. APPLICABILITY

- A. Service under this schedule is applicable on a voluntary basis to a nonresidential Customer who requires permanent service and who receives service from the Company in accordance with the companion Schedule 6L as of the Customer’s effective date for billing under this schedule.
- B. The Customer shall be billed on this schedule in conjunction with Schedule 6L.
- C. If a Schedule LGS-RTP Customer notifies the Company of an expansion of load and such expansion in total meets the requirements of Rider EDR, the Company at its discretion and in consultation with the Customer can increase the customer baseline load (“CBL”) by a portion of or by the total amount of the load expansion. The adjusted load served under Rate Schedule 6L is eligible for Rider EDR, as long as all other requirements of Rider EDR are also met.

If the adjusted load participates in Rider EDR (either a portion of or the total amount of the expanded load) but such load is not metered or sub-metered, then the ratio “R” used in the Rider EDR billing shall be the ratio of New Load added to the CBL to the total load of the new CBL for purposes of monthly billing of Rider EDR.

II. AVAILABILITY

- A. In this schedule, the terms below shall have the following definitions:
 - 1. “Monthly Peak Demand” shall mean the Customer’s highest measured average 30-minute interval demand during the billing month.
 - 2. “Contract Anniversary Date” shall mean the Customer’s effective date for service under this schedule at the Customer’s service location.
 - 3. “New Customer” shall be defined in accordance with all of the following:
 - a. Was not a retail electric service customer within the Company’s North Carolina service territory as of the effective date of this schedule; and
 - b. Was not a retail electric service customer within the Company’s North Carolina service territory during any portion of the two-year period immediately preceding the effective date of this schedule; and
 - c. Established at least one actual Monthly Peak Demand of 3,000 kW or more – but not more than 50,000 kW – during the current and previous 11 consecutive billing months.

(Continued)

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SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

II. AVAILABILITY (Continued)

4. “New Load” shall mean additional load in excess of the Customer’s highest existing Monthly Peak Demand served by the Company at the Customer’s service location during the current and previous 11 consecutive billing months, prior to the Customer or the New Customer, as defined in Paragraph II.A.3., above, taking service under this schedule.
- B. Subject to a limitation of fifteen (15) nonresidential Customers where five (5) spaces shall be reserved for New Customers, this schedule is available only where:
1. The Customer has established an actual Monthly Peak Demand of 3,000 kW or more – not to exceed 50,000 kW – during at least three (3) billing months within the current and previous 11 consecutive billing months, immediately prior to the Customer’s effective date for service under this schedule at the Customer’s service location; or
 2. A New Customer has added New Load of at least 3,000 kW at the New Customer’s new service location;
 3. The Customer has not received service under this schedule during the current and previous 11 consecutive billing months prior to taking service under this schedule; and
 4. If the Customer no longer meets all of the requirements of this schedule, the Customer shall be required to terminate service under this schedule beginning with the Customer’s next Contract Anniversary Date. Thereafter, (i) the Customer shall be billed on an alternate, applicable rate schedule, and (ii) the Customer’s space on this schedule shall be made available to other customers. Subsequent to such time, the Customer must satisfy all of the requirements in both Paragraph I., above, and this Paragraph II. to be served under this schedule again – pending space availability.

(Continued)

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

II. AVAILABILITY (Continued)

- C. In addition to the availability criteria listed above in this Paragraph II., this schedule shall not be available until all of the following occur:
1. The Company has installed any metering equipment that it deems to be necessary to measure properly the demands and energy usage of the Customer, including a New Customer, at the Customer's service location; and
 2. If applicable, the Customer, including a New Customer, has installed and has provided the Company with access to mutually agreed upon communication technology necessary for the Company to communicate with its metering equipment; and
 3. The Company may require up to sixty (60) days after all of the criteria in Paragraph I. and Paragraph II. of this schedule are met to provide service under this schedule to the Customer, including a New Customer.
- D. A CBL shall be established for the Customer, including a New Customer, as set forth in Paragraph VI., below.
- E. The provisions of this schedule may be modified in a rate case proceeding for the Company.
- F. This schedule shall terminate on December 31, 2028, subject to the provisions of Paragraph XII. of this schedule, shall be withdrawn from service, and shall no longer be available to the Customer at the Customer's service location. Upon such termination and withdrawal, the Customer shall select an applicable, alternative schedule. However, this schedule may be extended at the Company's request and with Commission approval.

III. BILLING MODIFICATIONS TO COMPANION SCHEDULE 6L

- A. The Customer will be billed on this schedule in conjunction with Schedule 6L as specified in Paragraph III.B., below.
- B. Billing under the companion Schedule 6L shall be for the CBL and all consumption less than the CBL in each hour, as determined in Paragraph VII.A.1., below, excluding Distribution Demand Charges.

(Continued)

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

IV. 30-DAY RATE

The following charges shall apply in addition to the charges applicable from the companion Schedule 6L, as modified in accordance with Paragraph III., above.

- A. Transmission Demand Charge
All kW of transmission billing demand @ ~~\$3.109~~3.777 per kW
- B. Plus Energy Charge
The Customer's usage, by hour, for load above the CBL as determined in Paragraph VII.A.2., below shall be multiplied by the Hourly Energy Rate applicable for the hour as determined in accordance with Paragraph IX., below.
- C. Plus Capacity Surcharge
For select hours only as described below @ 42.60¢ per kWh

Usage billed at the Capacity Surcharge shall be the Customer's hourly usage above the CBL during those hours when the Capacity Surcharge applies.
- D. Where the Customer is served at a voltage below 2 kV, the Energy Charge in Paragraph IV.B., above, and the Capacity Surcharge in Paragraph IV.C., above, shall be increased by 2%.

V. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

The following on-peak and off-peak hours are applicable to the billing of all charges stated in this schedule.

- A. On-peak hours are as follows:
 - 1. For the period of June 1 through September 30, 10 a.m. to 10 p.m.
 - 2. For the period of October 1 through May 31, 7 a.m. to 10 p.m.
- B. All hours not specified in Paragraph V.A., above, are off-peak.

(Continued)

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

VI. DETERMINATION OF CUSTOMER BASELINE LOAD

- A. A Customer, including a New Customer, electing this schedule shall have a CBL. As described below, the Customer's CBL shall be established for a percentage of the Customer's maximum measured average 30-minute interval demand at the Customer's service location, during the on-peak hours of the billing months of June through September, occurring in the current and preceding 11 consecutive billing months ("Peak Summer Demand") immediately prior to the Customer's taking service under this schedule.
- B. A Customer and a New Customer (after satisfying all of the criteria in Paragraph II.A.3., above) will be permitted to establish a CBL in accordance with the following:
1. A Customer will select a CBL greater than or equal to 50% of the Customer's Peak Summer Demand. The CBL may take into account (i) the Customer's utilization of behind the meter resources; (ii) installation of permanent energy efficiency measures; (iii) permanent removal or addition of Customer's equipment; (iv) one-time extraordinary events such as natural disasters; (v) annual plant shutdowns or other random variations in the load patterns; and (vi) other on-going changes in demand; or
 2. A New Customer, who has established a Monthly Peak Demand of 3,000 kW or more during the on-peak hours of any billing month in the 11 consecutive billing months immediately prior to the effective date of this schedule to the New Customer, will select a CBL equal to 50% of the higher of the following: (i) the New Customer's maximum on-peak Monthly Peak Demand, described above, or (ii) the New Customer's maximum kW of demand from the New Customer's load letter.
- C. After initially taking service from the Company under any applicable rate schedule, the New Customer has up to twelve (12) billing months to elect service under this schedule and to establish a CBL in accordance with Paragraph VI.B., above.
- D. Once established, the initial CBL may be adjusted once prior to the Customer's first Contract Anniversary Date subject to the provisions of Paragraphs VI.B., above, and VI.F., below. Such change shall be effective with the next bill month that occurs no less than 30 days following the written notice requesting the adjusted CBL.

(Continued)

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

VI. DETERMINATION OF CUSTOMER BASELINE LOAD (Continued)

- E. The Customer may request an adjustment to the CBL on an annual basis by providing the Company with at least 30-days written notice prior to the Customer's Contract Anniversary Date. Such adjustment shall be subject to the provisions of Paragraphs VI.A. and VI.B., above, as well as VI.F, below, and may take into account (i) the Customer's utilization of behind the meter resources; (ii) installation of permanent energy efficiency measures; (iii) permanent removal or addition of Customer's equipment; (iv) one-time extraordinary events such as natural disasters; (v) annual plant shutdowns or other random variations in the load patterns; and (vi) other on-going changes in demand. Any revision to the CBL shall become effective with the Customer's Contract Anniversary Date.
- F. At each Contract Anniversary Date a Customer's Peak Summer Demand will be reviewed and the CBL is subject to the following adjustment if applicable.
1. If the Customer's maximum Monthly Peak Demand increases after the initial CBL is established, the percentage of demand served under this schedule can increase such that the CBL drops down to no less than 50% of the Customer's maximum on-peak Monthly Peak Demand during the billing months of June through September in the current and previous 11 consecutive billing months, immediately prior to the Customer's Contract Anniversary Date ("Current Anniversary Summer Peak Demand"). If the CBL falls below 50% of the Customer's Current Anniversary Summer Peak Demand, the CBL will be increased to 50% of the Customer's Current Anniversary Summer Peak Demand effective with the Customer's next Contract Anniversary Date; or
 2. Upon Customer request, if the Customer's maximum Monthly Peak Demand increases after establishment of the CBL such that the demand served under this schedule has increased such that the CBL drops below 50% of that demand, the percentage of demand served under this schedule will not change unless and until the Customer requests an adjustment to the CBL, per Paragraph VI.D. or VI.E., above. However, such new CBL shall not be less than the CBL that existed prior to this new CBL.
- G. Subject to the provisions of this schedule, the CBL shall be set as agreed to by the Customer and the Company.

(Continued)

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

VII. APPLICATION OF CUSTOMER BASELINE LOAD

A. CBL Application to Energy Determination:

1. All energy measured less than or equal to the CBL as determined in Paragraph VI.A. shall be billed on Schedule 6L per Paragraph III.B., above, as follows:
 - a.) Calculate the CBL related kWh for a 30-minute period (*i.e.*, CBL/2).
 - b.) Compare the CBL related kWh calculated in VII.A.1.a. to the kWh of each 30-minute period in the interval data.
 - c.) If the CBL related kWh calculated in VII.A.1.a. is greater than the kWh in the 30-minute interval, the kWh in the 30-minute interval will be the 30-minute energy usage for that interval billed on the Schedule 6L per Paragraph III.B.
 - d.) If the CBL related kWh calculated in VII.A.1.a. is less than the kWh in the 30-minute interval, the CBL related kWh calculated in VII.A.1.a. will be the 30-minute energy usage for that interval billed on Schedule 6L per Paragraph III.B.
2. All energy measured above the CBL shall be billed as follows:

The Customer's usage, by hour, for load above the CBL shall be the sum of the energy above the CBL determined in Paragraph VII.A.1.a. for each hour's two 30-minute kWh interval periods.

B. CBL Application to Demand Determination:

The CBL shall be the kW of demand as determined in Paragraph VI.A., as applied and billed according to Schedule 6L.

Transmission Demand shall be billed as determined in Paragraph VIII., below.

All Distribution Demand Charges shall be determined without modification of determination as described under Paragraph II.C. and Paragraph V. of Schedule 6L.

(Continued)

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

VIII. DETERMINATION OF TRANSMISSION DEMAND

The kW of demand billed under Paragraph IV.A., above, shall be the highest of:

- A. The highest average kW measured in any 30-minute interval of the current billing month during the on-peak hours less the CBL, but not less than zero;
- B. 75% of the Peak Summer Demand at this location as determined under Paragraph VI.A., above, less the CBL, but not less than zero;
- C. 1,000 kW.

IX. DETERMINATION OF HOURLY ENERGY RATE

The Hourly Energy Rate applicable for each hour of a specific day will be determined based upon the following formula, rounded to the nearest one-thousandth of a cent:

$$\text{Hourly Energy Rate} = [(\text{LMP} \times \text{L}) + \text{ADDER}] \times (1 + \text{T})$$

Where:

LMP = the PJM Day-Ahead Locational Marginal Price (“LMP”) for the applicable PJM load zone

L = Line loss adjustment

Service at Primary Voltage Adjustment Factor = 1.014218

Service at Secondary Voltage Adjustment Factor = 1.039727

$$\text{ADDER} = (6\text{LAVG} - (\text{LMP} \times \text{L})) \times 0.2 \text{ but not less than } \$\underline{0.0023980.002913} \text{ per kWh}$$

Where:

$$6\text{LAVG} = (6\text{LNONFUELAVG} + 6\text{LBASEFUEL} + 6\text{LFUELRIDERS})$$

$$6\text{LNONFUELAVG} = \$\underline{0.0327400.039822} \text{ per kWh or}$$

Basic Revenue Per kWh for Power Supply and Energy Excluding Transmission and Fuel Clause for Schedule 6L determined from Workpaper Supporting Compliance Filing in Docket E-22, Sub 562694.

(Continued)

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

IX. DETERMINATION OF HOURLY ENERGY RATE (Continued)

6LBASEFUEL = Current Base Fuel Rate per kWh Applicable to Schedule 6L

6LFUELRIDERS = Sum of All Fuel Riders per kWh Applicable to Schedule 6L

T = North Carolina Regulatory Fee = 0.1475%

The Hourly Energy Rate includes the Company's base fuel component and all applicable per-kilowatt-hour riders that are approved for billing by the Commission.

Each hour of the day is a distinct pricing period. The initial pricing period of the day is the one-hour period beginning at 12:00 midnight and ending at 1:00 a.m. The last pricing period of the day begins at 11:00 p.m. and ends at 12:00 midnight.

X. DETERMINATION OF LMP

- A. The LMP component of the Hourly Energy Rate, as defined in Paragraph IX., above, shall mean the respective hourly PJM Day-Ahead Locational Marginal Price for the applicable PJM load zone, or any successor thereto, which includes the Customer's service location. In the event of any future change in PJM's process for determining the price reflecting the cost to procure energy in the PJM market to serve the Customer's Energy, the Day-ahead LMP shall represent the similar or like method used by PJM for determining the Day-ahead LMP.
- B. Any reference to "PJM" in this schedule shall mean the PJM Interconnection, LLC (Pennsylvania-New Jersey-Maryland Interconnection, LLC), or any successor, that is the regional transmission organization and is part of the Eastern Interconnection grid that operates an electric transmission system.

(Continued)

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

XI. APPLICATION / NOTIFICATION OF CAPACITY SURCHARGE

- A. The Capacity Surcharge rate will apply for no more than 150 hours during any calendar year. Typically, such hours will coincide with curtailment requests in accordance with Schedule 6C and when notification is provided under Schedule 6VP that the Capacity Surcharge applies. Factors considered by the Company in determining whether or not the Capacity Surcharge will apply include, but are not limited to: (i) the Company's reserve margin, (ii) the Company's system load, (iii) unanticipated high marginal operating costs, (iv) the year-to-date number of Constraint Adder hours applied, (v) whether or not the Company has implemented curtailment under Schedule 6C, the Capacity Surcharge under Schedule 6VP and/or classified a day as "A" in accordance with Schedule 10. The Company will provide no less than two hours' notice of Capacity Surcharge application.
- B. A primary and secondary notification procedure shall be established which are mutually agreeable to the Customer and the Company. In the event that such procedures require a dedicated telephone line, such line shall be provided at the Customer's expense.

XII. TERM OF CONTRACT

- A. For Customers, including New Customers, the term of contract under this schedule shall be for not less than one (1) year. Applicable only during the initial one (1)-year term of contract, the Customer will have the option to terminate service under this schedule with thirty (30) days written notice of termination prior to the meter read date in which termination from this schedule will be effective ("Early Termination"). If a Customer elects to terminate service from this schedule in the initial one (1)-year term of contract, the Customer will not be able to receive service again under this schedule until one (1)-year after the effective termination date. This Early Termination provision may only be exercised once by any Customer and shall not apply to any Customer who has previously participated in this schedule.
- B. After the conclusion of a Customer's initial one (1)-year term under this schedule, the term of contract under this schedule will continue thereafter for one (1)-year terms, unless either party provides sixty (60) days written notice of termination prior to the end of the then-current term.
- C. Notwithstanding the provisions of Paragraphs XII.A. and XII.B., above, and after the conclusion of the Customer's initial one (1)-year term under this schedule, if any then-current minimum one (1)-year term in accordance with Paragraph XII.B., above, has not been satisfied, this schedule shall terminate at the conclusion of the Customer's then-current one (1)-year term.

(Continued)

Filed ~~07-25-23~~03-28-24
Electric-North Carolina

Superseding Filing Effective For Usage 07-01-23.
This Filing Effective For Usage On and After ~~07-01-23~~05-01-24.

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE

(Continued)

XII. TERM OF CONTRACT (Continued)

- D. This schedule shall be withdrawn from service and shall no longer be available to the Customer at the Customer's service location on the latter of December 31, 2028, the conclusion of the Customer's initial one (1)-year term, unless terminated early by the Customer or the end of the Customer's then-current one (1)-year term.
- E. Notwithstanding the provisions of Paragraph XII. of this schedule, this schedule may be extended upon Company request and Commission approval.

Virginia Electric and Power Company

Schedule NS

I. APPLICABILITY

This Schedule is applicable only to electric service at Nucor Corporation's steel manufacturing and recycling facility (the "Facility") located in Hertford County, North Carolina in accordance with the Agreement for Electric Service between Nucor Corporation and North Carolina Power dated April 30, 1999, as amended May 30, 2002, March 1, 2005, September 26, 2010, and December 19, 2014 (the "Agreement").

II. AVAILABILITY

The rates contained herein are available for electric service provided by the Company at the Facility effective for usage on and after ~~11-01-1905-01-24~~ for bills rendered by the Company to Nucor Corporation on and after ~~12-01-1906-01-24~~.

III. TYPE OF SERVICE

Electric service at the Facility will be non-firm, 60 hertz alternating current electric service, delivered by the Company to the Facility at a voltage of 230 kV, and subject to the interruption/curtailment provisions as summarized in Section IV below. Electric service for the Facility is more specifically discussed in the Agreement.

IV. INTERRUPTION/CURTAILMENT PROVISIONS

Interruptions/curtailments may be called by the Company under the terms and conditions discussed in the Agreement, with certain minimum notice provisions depending on the reason for the interruption/curtailment. Such interruptions/curtailments are divided into two general types: system reliability interruptions and economic curtailments. Nucor must interrupt its power supply in accordance with the Agreement for system reliability interruptions. Nucor may buy through economic curtailments in accordance with the terms of the Agreement. There are two types of economic curtailments: Tier 1 and Tier 2 Economic Curtailments.

A. Tier 1

1. The maximum number of Tier 1 Economic Curtailment Periods and Hours per Curtailment Year (the 12 month period beginning May 1 and ending April 30) and the minimum number of Tier 1 Interruption/Curtailment Hours credited to Nucor for each Tier 1 Interruption/Curtailment are stated in the Agreement.

(Continued)

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

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11-01-19 ~~On a Temporary Basis, Subject to Refund~~. This
Filing Effective For Usage On and After ~~11-01-1905-01-24~~.

Virginia Electric and Power Company

Schedule NS

(Continued)

IV. INTERRUPTION/CURTAILMENT PROVISIONS (Continued)

A. Tier 1 (Continued)

2. There are two types of Tier 1 Economic Curtailment Hours: A and B (one type per period).

a. Type A Hours

i) The Company may designate certain hours in a Curtailment Year as Type A curtailment hours and periods. The maximum number of Type A curtailment hours and periods per Curtailment Year is set forth in the Agreement.

ii) When a Type A curtailment is declared Nucor must curtail operation of its electric arc furnace. It may, however, buy-through at the Economic Buy-through Price to operate the remainder of the Facility.

iii) The Company may, at its discretion, allow Nucor to buy-through at the Economic Buy-through Price to operate the electric arc furnace.

b. Type B Hours

i) The Company may designate certain hours in a Curtailment Year as Type B curtailment hours and periods. The maximum number of Type B curtailment hours and periods per Curtailment Year is set forth in the Agreement.

ii) Nucor may buy-through at the Economic Buy-through Price to operate its entire Facility.

B. Tier 2

1. The maximum number of Tier 2 Curtailment Hours and Curtailment Periods per Curtailment Year and the minimum number of Tier 2 Curtailment Hours credited to Nucor for each Tier 2 Curtailment Period is stated in the Agreement.

(Continued)

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Virginia Electric and Power Company

Schedule NS

(Continued)

IV. INTERRUPTION/CURTAILMENT PROVISIONS (Continued)

B. Tier 2 (Continued)

2. There are two types of Tier 2 Hours: A and B.

a. Type A Hours

- i) The Company may request that Nucor curtail operation of its electric arc furnace during a Tier 2, Type A Curtailment Hour. Nucor, however, may buy-through at the Tier 2, Type A Energy Charge to operate the remainder of the Facility.
- ii) When a Tier 2, Type A Curtailment Hour is declared and the Company does not request curtailment of its electric arc furnace, Nucor may operate its entire Facility at the Tier 2, Type A Energy Charge.
- iii) The maximum number of Tier 2, Type A Curtailment Hours is stated in the Agreement.

b. Type B Hours

- i) Nucor may operate its entire Facility at the Tier 2, Type B Energy Charge.
 - ii) The maximum number of Tier 2, Type B Hours is stated in the Agreement.
3. Notification of a Tier 2 Curtailment Period (including applicable hours, the Type, and, if Type A, whether an arc furnace curtailment will be required) will be provided to Nucor by 5 p.m. of the previous day.
4. The Company reserves the right to change a designated Tier 2 Hour to a Tier 1 Hour within the notification timeframe for a Tier 1 Hour as stated in the Agreement. When a Tier 2 Hour is superceded by a Tier 1 Hour that hour will be treated as a Tier 1 Hour with respect to Tier 1 maximum Hours, maximum Periods and minimum credits as provided in the Agreement.

(Continued)

Filed 08-07-2003-28-24
Electric-North Carolina

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Virginia Electric and Power Company

Schedule NS

(Continued)

V. RATES FOR SERVICE

- A. Monthly Customer Charge of \$~~4,572.89~~5,507.03
- B. Monthly Reservation Charges for Delivery Service:
1. Transmission Charge @ \$~~2.10500~~2.53500/kW of Billing Demand
 2. Ancillary Service Charge @ \$~~0.68900~~0.83000/kW of Billing Demand
- C. Energy Charges
1. Tier 1 - All hourly energy consumed during a Tier 1 Economic Curtailment Hour, Tier 1 Energy, shall be billed at the applicable hourly Economic Buy-through Price, defined as the fair market price of energy as determined by the Company for each Economic Curtailment Hour in accordance with the Agreement. The Company will notify Nucor of the price at least 50, and no more than 70 minutes prior to the commencement of each Curtailment Hour, unless the parties mutually agree to some other mechanism to communicate such price in accordance with the Agreement.
 2. Tier 2, Type A – All hourly energy consumed during a Tier 2, Type A Curtailment Hour shall be billed at the rate provided in the Agreement plus the appropriate Fuel Riders as provided in Paragraph V.E. below.
 3. Tier 2, Type B – All hourly energy consumed during a Tier 2, Type B Hour shall be billed at the rate provided in the Agreement.
 4. Tier 3 – All hourly energy consumed outside of a Tier 1 Hour or Tier 2 Hour, Tier 3 Energy, shall be billed at the rate provided in the Agreement plus the appropriate Fuel Riders as provided in Paragraph V.E. below.
- D. All applicable per-kWh non-fuel riders

All applicable per-kWh non-fuel riders will be billed to all Tier 1 Type A and B, Tier 2 Type A and B, and Tier 3 kWh.

(Continued)

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Electric-North Carolina

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Virginia Electric and Power Company

Schedule NS

(Continued)

V. RATES FOR SERVICE (Continued)

E. Fuel Factor

1. All applicable Fuel Riders will be billed to all Tier 2, Type A and Tier 3 kWh.
2. After the application of the Fuel Riders in Paragraph V.E.1., for fuel recovery purposes, all Energy Charges in V.C. above include the base fuel cost of ~~2.0363~~3.3583¢/kWh and all applicable Fuel Riders.

VI. DETERMINATION OF BILLING DEMAND

The Billing Demand for the current month will be the highest of:

- A. The highest average kW demand measured during any 60-minute clock-hour interval since September 1, 2000;
- B. 95% of the highest average kVA demand measured during any 60-minute clock-hour interval since September 1, 2000; or
- C. 85,000 kW.

VII. TERMS AND CONDITIONS OF SERVICE

The electric service to which this Schedule is applicable will be provided by the Company in accordance with the provisions of the Agreement, except that, where not inconsistent with or in conflict with the Agreement, Sections IX, XVI-XVIII, and XX, of the Company's filed Terms and Conditions, as approved by the Commission, shall apply. This Schedule is not intended to and shall not establish any rate or service provisions beyond those already agreed to by the parties in the Agreement.

The initial term of service under this Schedule is through the earlier of midnight December 31, 2019, or midnight the day before the effective date of rates approved by the Commission in the Company's next general rate case. Thereafter, this Agreement shall extend for successive renewal terms of two years each unless either party gives 365 calendar days notice of intent to terminate prior to the end of the initial term or any renewal term, as provided in the Agreement, with the following exception. Should the Company file a general rate case with the Commission prior to December 31, 2019, the written notice provided by either party to terminate the Agreement at midnight the day before the effective date of the rates approved by the Commission in the Company's next general rate case shall be provided at least 306 calendar days prior to the effective date of the rates approved by the Commission in the Company's next general rate case.

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Electric-North Carolina

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PUBLIC REDACTED VERSION

AMENDED

**AGREEMENT FOR ELECTRIC SERVICE
BETWEEN
NUCOR CORPORATION
AND
VIRGINIA ELECTRIC AND POWER COMPANY,
doing business in North Carolina as
DOMINION ENERGY NORTH CAROLINA**

This AGREEMENT FOR ELECTRIC SERVICE, effective as of April 30, 1999, and as amended May 30, 2002, and subsequently amended March 1, 2005, September 26, 2010, and December 19, 2014, is by and between NUCOR CORPORATION, a Delaware corporation (referred to herein as “Nucor” or “Customer”), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in North Carolina as Dominion Energy North Carolina (referred to herein as “Dominion Energy North Carolina” or “Company”). Both Nucor and Dominion Energy North Carolina also are herein individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS

WHEREAS, Nucor is planning to construct and operate a steel manufacturing and recycling facility (the “Facility”) in the State of North Carolina, contingent upon obtaining, among other things, a low-cost, reliable source of electricity; and

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WHEREAS, the site for the proposed Facility is located in Dominion Energy North Carolina's certificated service territory in Hertford County, North Carolina (the "Hertford Site"); and

WHEREAS, the Facility will require substantial quantities of electricity such that the economics of Nucor's decision to locate the Facility at the Hertford Site will be substantially affected by the cost of electricity and Nucor would not have decided to locate the Facility at the Hertford Site but for Nucor's expectation of low-cost power; and

WHEREAS, Dominion Energy North Carolina desires to provide the electric requirements for the Facility on the terms and conditions set forth herein and believes it can meet such requirements without adversely affecting the adequacy or reliability of service to any of Dominion Energy North Carolina's other customers; and

WHEREAS, the supply of electricity to the Facility by Dominion Energy North Carolina shall be on an interruptible basis.

NOW THEREFORE, upon consideration of the mutual covenants and undertakings hereinafter set forth, the Parties agree to the following:

1. DEFINITIONS

- a. "Agreement" shall be this amended Agreement for Electric Service between Nucor and Dominion Energy North Carolina, including all attachments hereto.
- b. "Commission" shall mean the North Carolina Utilities Commission.

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- c. “Contract Year” shall mean the 12-month period beginning on date of First Steel Melt and each anniversary thereafter.
- d. “Curtailment Hour,” “Curtailment Period” and “Economic Buy-through Price” are defined as set forth in Section III of the Special Terms and Conditions.
- e. “Curtailment Year” – means the twelve month period of May 1 through April 30 of the following year.
- f. “Facility” shall be the steel manufacturing and recycling mill to be constructed, owned and operated by Nucor in Hertford County, North Carolina.
- g. “Filed Terms and Conditions” means Virginia Electric and Power Company’s Terms and Conditions for Supplying Electricity in the State of North Carolina, as filed with and approved by the Commission.
- h. “First Steel Melt” shall be the day Nucor first attempts to melt steel in its electric furnaces. The parties hereby specify September 1, 2000, as the day of First Steel Melt for purposes of this Agreement.
- i. “Interconnection Facilities” shall mean the 230 KV transmission facilities required to connect the Substation to Dominion Energy North Carolina’s existing 230 KV transmission line.
- j. “Interest Rate” shall mean the lesser of (i) the prime rate as quoted from time to time by Chase Manhattan Bank, N.A., currently located at Chase Manhattan Plaza, New York, NY 10081, or its successor,

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plus [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL]

percentage points or (ii) the highest legal rate of interest.

- k. “Point of Common Coupling” or “POCC” shall be the point where the Interconnection Facilities connect with Dominion Energy North Carolina’s existing 230 KV line.
- l. “Point of Delivery” shall be the point where the Company’s conductors for the delivery of electricity are connected with the Customer’s conductors for the receipt of electricity.
- m. “Prudent Electric Utility Practice” shall mean any of the practices, methods and acts engaged in or accepted by a significant portion of the electric industry that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with reasonable reliability, safety, expedition and protection of the environment. Prudent electric utility practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to a spectrum of possible reasonable practices, methods, or acts engaged in or accepted by a significant portion of the electric industry at the time the decision was made.
- n. “Regulatory Body” shall mean the Virginia State Corporation Commission or the North Carolina Utilities Commission, or a successor entity of either with jurisdiction over the Company.

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- o. “Substation” shall be the substation to serve the Facility.
- p. “Special Terms and Conditions” shall be the special terms and conditions pursuant to which Dominion Energy North Carolina shall provide electric service to the Facility. A copy of the Special Terms and Conditions, including all applicable charges, is attached hereto as Exhibit A and incorporated by reference herein.
- q. “Term” shall mean the term of this Agreement, as set forth in Article 7 hereof.

2. ELECTRIC SERVICE PRIOR TO FIRST STEEL MELT

All electricity supplied for, on behalf of, or during the construction of, the Facility prior to First Steel Melt shall be provided pursuant to the appropriate filed rates, terms and conditions, and shall not be provided pursuant to the Special Terms and Conditions.

3. ELECTRIC SERVICE UPON AND FOLLOWING FIRST STEEL MELT

- a. Commencing at 12:00 AM on the day of First Steel Melt and continuing throughout the remainder of the Term hereof, Nucor shall purchase all of its requirements of electricity for the Facility from Dominion Energy North Carolina pursuant to this Agreement and the Special Terms and Conditions attached hereto; provided, however, Nucor shall have the right to install and operate non-parallel on-site generation. Should Nucor desire to install on-site generation to be operated in parallel with Dominion Energy North

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Carolina's system, the parties will, at Nucor's request, negotiate in good faith to establish the appropriate terms and conditions for such an arrangement.

- b. Supply of electricity under this Agreement is considered as non-firm service and shall be subject to the rights of Dominion Energy North Carolina to interrupt the supply of electricity pursuant to the Special Terms and Conditions.

4. EFFECT OF COMPETITION

- a. If, during the Term hereof, (i) legislative or regulatory action provides the opportunity for customers to exercise choice of generation suppliers or to participate in other forms of retail electric competition in the State of North Carolina or specifically on the Dominion Energy North Carolina system, or (ii) if by pilot project, Nucor chooses to take advantage of such an opportunity for customer choice or retail electric competition at the Facility for some or all of its load, then, at either party's request (Dominion Energy North Carolina may not make such a request effective until at least one year after the date retail competition is actually available to Nucor in the state of North Carolina on Dominion Energy North Carolina's system), the parties shall meet and agree to amend the Agreement to effect the following:
 - (1) the obligations of Nucor to purchase its requirements of electricity from Dominion Energy North Carolina shall cease

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This Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

for the portion of load that is able to be removed legally from Dominion Energy North Carolina's obligation to serve (the "Removed Load");

- (2) the obligations of Dominion Energy North Carolina to provide the supply of electricity (the commodity) to the Facility as provided in Section 14 hereof shall cease for the Removed Load;
- (3) the monthly charges for service (other than facilities charges, if any), and the provisions related to interruption, curtailment and economic buy-throughs, as set forth in this Agreement and the Special Terms and Conditions, shall no longer be effective for the Removed Load; provided, however, all Special Terms and Conditions shall continue to apply to electricity that does not constitute Removed Load; and
- (4) Dominion Energy North Carolina shall transmit Removed Load for Nucor on a firm basis over its system (if a firm transmission path, to the extent necessary, is available over Dominion Energy North Carolina's interconnections with other systems), deliver such electricity to Nucor and provide necessary ancillary services to Nucor in accordance with the appropriate transmission tariff. Dominion Energy North Carolina shall retain the right and the equipment to interrupt the Facility if necessary for transmission reasons.

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- b. Following the date that the amendments (referred to in Section 4a. above) to this Agreement are effective, Dominion Energy North Carolina (or an affiliate of Dominion Energy North Carolina) shall have the right to compete with other electric generation suppliers for the right to supply the Facility with electric energy.
- c. Notwithstanding Sections 4a. and 4.b. above, if Customer receives a bona fide offer from another entity to provide Customer's requirements of electric energy at the Facility (a "Third-Party Offer"), at least fifteen business days prior to acceptance of such offer, Customer shall provide Dominion Energy North Carolina with written notice of the existence of a Third-Party Offer. Upon Dominion Energy North Carolina's receipt of notice of a Third-Party Offer, Dominion Energy North Carolina shall have ten business days to propose a counter-offer to provide Customer's requirements of electric energy at the Facility before Customer may accept the Third-Party Offer.
- d. Dominion Energy North Carolina's right to notice of offers and to make counter-offers described in this Section 4 shall continue in effect until the end of the Term hereof (including any extensions thereto).

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5. NECESSARY APPROVALS AND MODIFICATIONS

- a. This amended Agreement (including Exhibit A “Special Terms and Conditions” and the revised Schedule NS consistent with this amended Agreement) for electric service is expressly conditioned upon, and shall be subject to, any approvals or authorizations (an “Approval”) that may be required by the Commission, which shall have continuing regulatory authority over this Agreement. The provisions of this Agreement, and Schedule NS, including all rates and the terms and conditions of service, are subject to modification at any time by Commission order. When the Agreement and/or Schedule NS are so modified, they shall supersede the provisions hereof and the rates attached hereto and made a part of this Agreement. The rates, terms and conditions contained in this amended Agreement supersede those of the original Agreement dated April 30, 1999 and the amended Agreements dated May 30, 2002, March 1, 2005, and September 26, 2010, and will be made effective with the effective date of Schedule NS as approved by the Commission but no earlier than ~~November 1, 2019~~May 1, 2024.
- b. The Parties shall use their best efforts to seek and support the Commission’s initial Approval of this amended Agreement within a reasonable time by filing such papers, presenting such testimony, and taking such other actions as may be necessary or appropriate to secure the Approval.

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- c. If the Commission fails to grant any necessary Approval to this amended Agreement and/or Schedule NS, then this amended Agreement shall terminate automatically.
- d. If the Commission grants Approval of this amended Agreement, but modifies any essential provision of this amended Agreement (as defined by either Party hereto), then the Parties agree to negotiate in good faith to continue the arrangement as contemplated herein; provided, however, if no agreement can be reached within 30 days, then either Party may terminate this amended Agreement by giving at least ten days written notice to the other Party.
- e. If the Commission fails to grant any necessary Approval of this amended Agreement within 180 days of the effective date of the amended Agreement dated December 19, 2014, then either party may terminate this amended Agreement by giving at least ten days written notice to the other Party.
- f. At any time during the Term hereof, if any Regulatory Body issues a final decision which adversely impacts the economic benefits of this contract to the Company or Nucor, then the Parties shall immediately commence negotiations to amend this Agreement so as to minimize any adverse financial impact on either party resulting from such decision; provided, however, if the Parties are unable to reach agreement on any such amendment within 60 days of the date of the Regulatory Body's decision, then either party may

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terminate this Agreement, such termination to be effective no sooner than 90 days after the date of written notification to the other party.

- g. The termination of this Agreement for any reason, except as in Section 4.a., shall not relieve Dominion Energy North Carolina of its legal obligation to provide electric service to Customer at the Facility.

6. PROVISION OF PRICING INFORMATION

- a. Dominion Energy North Carolina shall provide Nucor with electricity pricing information pursuant to the terms and conditions set forth in the Special Terms and Conditions. To the extent that Nucor requires equipment to receive, store or process such electricity pricing information, Nucor shall provide such equipment at its own cost.
- b. The pricing information supplied to Nucor pursuant to the Special Terms and Conditions concerning Economic Buy-throughs is based on then current market prices and shall not be subject to an after-the-fact actual cost verification or any manner of actual cost “true up.”

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7. TERM

- a. Unless sooner terminated or extended pursuant to the terms hereof, the Initial Term of this Agreement shall commence on the effective date hereof and shall continue in effect through the earlier of midnight December 31, 2019, or midnight the day before the effective date of rates approved by the Commission in the Company's next general rate case. This Agreement shall thereafter extend for successive Renewal Terms of two years ("Renewal Term(s)") unless terminated by written notice from either party at least 365 calendar days prior to the end of the Initial Term or any Renewal Term with the following exception. Should the Company file a general rate case with the Commission prior to December 31, 2019, the written notice provided by either party to terminate the Agreement at midnight the day before the effective date of the rates approved by the Commission in the Company's next general rate case shall be provided at least 306 calendar days prior to the effective date of the rates approved by the Commission in the Company's next general rate case.
- b. If, at any time during the Initial Term or Renewal Term hereof, Nucor desires to take all of its electric service at the Facility from Dominion Energy North Carolina under an applicable electric service tariff, then Nucor shall provide Dominion Energy North Carolina with at least 3 months written notice of its intent to receive

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electric service from Dominion Energy North Carolina under such applicable electric service tariff. Provided, however, if Nucor desires to elect firm service under an applicable tariff, then Company must approve, in advance, the firm level of demand. Upon the effective date of such election, this Agreement shall terminate automatically and be of no further force and effect (except as provided in Section 9.a. (iii)). In the event modifications to a potentially applicable tariff or this Agreement, or development of a new applicable tariff and/or service agreement, are necessary or desirable to either party, then upon request of either party, the parties agree to negotiate in good faith for at least 60 days to attempt to develop the requested new or revised document.

- c. Upon the termination of this Agreement for any reason other than under Section 7.b. above, if Nucor desires electric service from Dominion Energy North Carolina, Nucor may elect any available Dominion Energy North Carolina electric service tariff. In such event, the parties also agree to enter into good faith negotiations regarding an appropriate service agreement and any firm level of demand. In the event modifications to the potentially applicable tariff, or development of a new applicable tariff, are necessary or desirable to either party to fit their specific circumstances, then upon request of either party, the parties agree to negotiate in good faith for at least 60 days to attempt to develop such modifications.

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8. BILLING

- a. Dominion Energy North Carolina shall bill Nucor monthly for the payments due for electric service purchased under this Agreement. Bills will be sent by facsimile to a designated Nucor representative, who shall verify by facsimile to Dominion Energy North Carolina receipt of each bill.
- b. Nucor shall pay such bills within six business days of billing and shall remit payment to Dominion Energy North Carolina using an overnight courier service acceptable to Dominion Energy North Carolina, such that Dominion Energy North Carolina receives payment within seven business days of billing. Bills not paid within such period shall accrue interest, on a daily basis, at the Interest Rate.

9. INTERCONNECTION ARRANGEMENTS

- a. Interconnection Facilities
 - (i) Dominion Energy North Carolina, at its cost, shall provide, own and maintain the necessary Interconnection Facilities (as defined herein) to provide service to Nucor at the Facility; provided however, that Dominion Energy North Carolina is able to utilize the Utility Corridor owned by Nucor without charge to site the Interconnection Facilities. If the Utility Corridor is not adequate to fully meet Dominion Energy North Carolina's needs for the Interconnection Facilities (for

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that portion of the Interconnection Facilities along the corridor), or if Nucor does not make the Utility Corridor available to Dominion Energy North Carolina, for the Interconnection Facilities, then Nucor shall be responsible for the difference between the estimated cost of the Interconnection Facilities (including right of way procurement) as built and the estimated cost of the Interconnection Facilities (including right of way procurement) if Dominion Energy North Carolina were able to fully utilize the Utility Corridor, such difference to constitute the “Excess Amount.” Nucor shall pay the Excess Amount through a monthly facilities charge equal to 1.35% of the Excess Amount.

- (ii) To the extent that Dominion Energy North Carolina provides equipment, facilities or services in addition to those necessary to provide normal electric service to the Facility hereunder, Dominion Energy North Carolina and Nucor shall enter into a separate agreement (or agreements) that addresses the obligations of each Party relating to the design, construction, maintenance, ownership and payment for such other equipment, facilities or services. If Nucor elects for Dominion Energy North Carolina, or Dominion Energy North Carolina is otherwise entitled, to own and

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maintain any equipment or facilities other than the normal Interconnection Facilities, then Dominion Energy North Carolina shall provide and maintain such facilities in exchange for a monthly facilities charge of 1.35% of the original cost of such facilities (as mutually agreed to in advance by the Parties).

(iii) If the Interconnection Facilities are to be removed during or after the Initial Term hereof or any Renewal Term or if Nucor discontinues electric service to the Facility, then (i) if such event occurs during the Term hereof, Nucor shall pay to Dominion Energy North Carolina the sum of the depreciated reproduction cost of the installation of such Interconnection Facilities and the cost of removal (less salvage) or (ii) if the event occurs following the Term hereof, Nucor shall pay to Dominion Energy North Carolina the sum of the depreciated original cost of the installation of such Interconnection Facilities and the cost of removal (less salvage). The rights and obligations set forth in this Section 9.a (iii) shall survive the expiration, termination or cancellation of this Agreement.

b. In the event that Nucor decides to own the Substation, such ownership shall not preclude Dominion Energy North Carolina (or an affiliate of Dominion Energy North Carolina) from submitting a proposal to perform the construction and/or operation and

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maintenance services at the Substation under a separate arrangement; provided, however, the selection of Dominion Energy North Carolina (or an affiliate of Dominion Energy North Carolina) shall be at Nucor's sole discretion.

- c. Dominion Energy North Carolina shall design and construct its facilities necessary to deliver the electricity to be provided hereunder, and Nucor shall design and construct its facilities (such as the Substation) necessary to receive delivery of electricity hereunder, in accordance with Prudent Electric Utility Practice. Each party shall maintain such facilities in a safe operating condition and in conformity with Prudent Electric Utility Practice. The Parties shall cooperate in the operation and maintenance of the lines, switches, tele-metering equipment, power factor corrective equipment and all Nucor-owned facilities that could affect the proper operation of Dominion Energy North Carolina's transmission system.
- d. Nucor shall design, construct, operate and maintain the Facility, with the objective such that the Facility shall not cause Flicker, Harmonic Distortion, or Power Factors, in excess of the following requirements, at the POCC during normal system operating conditions (i.e., when the minimum short circuit capacity supplied by Dominion Energy North Carolina at the POCC is at least 3470 MVA):

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- (i) 1.0 or less for the short term flicker (PST99%) and 0.8 or less for the long term Flicker (PLT99%), as measured by the Dominion Energy North Carolina meter, with the 120 volt Flicker frequency weighting curve, as adjusted by removing background Flicker levels not attributable to the Facility; such values shall be evaluated over a two-week period using the measurement method for PST and PLT per IEC 61000-4-15 (1997-11), determined on a rolling basis (with 20,020 values per two-week period for PST and PLT calculated the same way except that PLT will use 12 consecutive PST values), with such values not to exceed 1.0 and 0.8 respectively for more than 1% (201) of the rolling measurement periods.
- (ii) Harmonic current levels, based on a load current equivalent of 0 – **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** MW, shall not exceed the values in the following table for each harmonic order more than 5% of the time based on a probability distribution calculated for a two-week period:

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Harmonic order	Current in the network 230kV [%]
2	2.5
3	2
4	1.5
5	2
6	0.5
7	2
8	0.5
9	2
10	0.5
11	1
12	0.25
13	1
14	0.25
15	1
16	0.25
17	0.75
>18	Acc. IEEE 519-1992
Interharmonics <3rd harmonic	1
Interharmonics >3rd harmonic	0.5

- (iii) Power factor, measured over a one-hour period (on the clock hour), shall not be less than 0.95 lagging and Nucor shall provide no more than 60 MVAR of reactive power leading under light real power loading.
- e. (i) Any time during the term of this Agreement, Nucor may propose to Dominion Energy North Carolina, in writing, that revisions to any of the requirements set forth in Section 9.d. above be made. Within 15 days of such written proposal, the parties shall jointly retain the Technology Institute, located at ABB’s facility in Raleigh, North Carolina (the “Institute”), to perform a study to determine whether such revisions are necessary and appropriate, balancing the need to reasonably protect Dominion Energy North

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Carolina's other customers from adverse impacts, with the limitations (including cost-effectiveness) of the technology available to Nucor to meet such requirements.

(ii) In the event that the Institute determines that the proposed revision(s) are necessary and appropriate under paragraph 9.e.(i), then the parties shall, in good faith, amend this Agreement to reflect such changed requirements. Both parties agree that the determination by the Institute shall be final and the Parties shall be bound by any such determination.

- f. If (i) Nucor fails to design, install, operate or maintain the necessary facilities and equipment such that the Facility is unable to comply, under normal operating conditions for Dominion Energy North Carolina, with the standards set forth in Section 9.d. above and (ii) Nucor's operation of the Facility has a direct adverse effect on Dominion Energy North Carolina system customers (collectively, an "Objectionable Operation Condition"), then Dominion Energy North Carolina shall provide Nucor with written notice of the occurrence of the Objectionable Operation Condition within 24 hours. Upon receipt of such notice and except as provided for in Section 9.g. below, Nucor shall correct or otherwise discontinue the Objectionable Operation Condition within 24 hours of the time of receipt of Dominion Energy North Carolina's notice (the "Remedial Period"). Except as set forth in Section 9.g. below, if Nucor does

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not correct or otherwise discontinue the Objectionable Operation Condition within the Remedial Period, then Dominion Energy North Carolina shall have the right to deny or suspend electric service to the Facility until Nucor has corrected or otherwise discontinued the Objectionable Operation Condition described in Dominion Energy North Carolina's notice. In the event of a system emergency caused by an Objectionable Operation Condition such that Dominion Energy North Carolina must act without full notice to avoid irreparable harm to the system or other customers, Dominion Energy North Carolina reserves the right to interrupt service to Nucor with less or no notice; in such an event, Dominion Energy North Carolina will use its best efforts to provide as much notice as possible and to resume service as soon as possible.

- g. Notwithstanding Section 9.f. above, if the Objectionable Operation Condition is unable to be corrected within the Remedial Period due to equipment lead times or other circumstances beyond Nucor's reasonable control, then Nucor shall submit for Dominion Energy North Carolina's approval, (i) a written schedule indicating the correction activities and (ii) a written plan of alternative operation of the Facility to eliminate the adverse impact on Dominion Energy North Carolina's system or other customers until such time as the Objectionable Operation Condition is able to be corrected in accordance with the proposed schedule (the "Corrective Action").

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Dominion Energy North Carolina shall promptly review and, if acceptable, approve Nucor's proposed Corrective Action. In the event that Nucor fails to take the Corrective Action in accordance with the schedule or fails to operate the Facility in accordance with the alternative operation plan, then Dominion Energy North Carolina shall have the right to deny or suspend electric service to the Facility until Nucor has corrected or otherwise discontinued the Objectionable Operation Condition.

- h. If Nucor fails to remedy an Objectionable Operation Condition as required by Section 9.f. or 9.g. above, as applicable, Dominion Energy North Carolina, may, in its sole discretion, remedy the Objectionable Operation Condition. In such event, Dominion Energy North Carolina shall provide Nucor with an invoice of the costs and expenses reasonably incurred in remedying the Objectionable Operation Condition, and Nucor shall pay such invoice within 30 days of the date thereof.
- i. For purposes of this Section 9, "adverse effect" shall mean (i) any event resulting in a Dominion Energy North Carolina customer complaint that is coincident with Nucor's operation of the Facility at the POCC beyond the levels set forth in Section 9.d., as measured by the Dominion Energy North Carolina Flicker or power quality meters, and as determined by Dominion Energy North Carolina, to be the result of Nucor's operation of the Facility or (ii) any event

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resulting in equipment damage at a Dominion Energy North Carolina customer facility or a Dominion Energy North Carolina transmission or distribution facility that is coincident with Nucor's operation of the Facility at the POCC beyond the levels set forth in Section 9.d., as measured by the Dominion Energy North Carolina Flicker or power quality meters, and as determined by Dominion Energy North Carolina, to be the result of Nucor's operation of the Facility.

10. METER TESTING AND BILLING ADJUSTMENT

- a. Dominion Energy North Carolina shall test and calibrate meters, or cause them to be tested and calibrated, by comparison with accurate standards at least once each Contract Year. At Nucor's request, Dominion Energy North Carolina shall also make, or cause to be made, special meter tests in addition to the required tests described above. The costs of all tests shall be borne or provided for by Dominion Energy North Carolina; provided, however, that if any special meter test made at Nucor's request indicates that the meters are recording accurately, then Nucor shall reimburse Dominion Energy North Carolina for the reasonable cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by testing to be inaccurate shall be corrected for the ninety (90) days previous to such test in

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accordance with the percentage of inaccuracy found by such test. Such corrected amount shall be included, without interest, as a debit or credit, as the case may be, in the next monthly billing to Nucor.

- b. If any meter shall fail to register, in part or completely, for any period, then the Parties shall agree as to the amount of energy furnished during such period and Dominion Energy North Carolina shall bill Nucor on that basis.

11. RIGHT OF ACCESS

- a. The duly authorized agents and employees of Dominion Energy North Carolina shall, upon reasonable advance notice, have free access at all reasonable hours to the premises of the Facility and the Substation for (i) installing, repairing, inspecting, testing, renewing or exchanging any or all of its equipment which may be located on the premises of the Facility or the substation, (ii) reading or testing meters or (iii) performing any other work incident to the performance of this Agreement.
- b. In addition, Nucor shall provide Dominion Energy North Carolina with all necessary easements and access to the property owned, leased or otherwise controlled by Nucor for the construction, operation and maintenance of all Interconnection Facilities necessary to serve the Facility. Nucor agrees to cooperate with Dominion Energy North Carolina in Dominion Energy North

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Carolina's maintenance of such Interconnection Facilities and, to that end, Dominion Energy North Carolina shall attempt to schedule maintenance activities at a mutually agreeable time. Absent such mutual agreement, Dominion Energy North Carolina shall schedule the maintenance and provide Nucor reasonable advance notice of the date and time of the maintenance. If Nucor requires such maintenance activities to be performed outside of Dominion Energy North Carolina's normal working hours, then Nucor shall be responsible for such reasonable additional costs incurred by Dominion Energy North Carolina due to work performed outside of normal working hours; provided, however, Nucor shall have the right to verify the amount of such additional costs incurred.

- c. The Parties agree to protect the property of the other Party located on its premises and to permit no one to inspect or tamper with the wiring and apparatus of the other Party except such other Party's agents or employees, or persons authorized by law; provided, however, neither Party assumes the duty of inspecting the wiring or apparatus of the other Party and shall not be responsible therefor.

12. RESPONSIBILITY FOR DAMAGES OR LOSS

The electricity supplied under this Agreement is supplied upon the express condition that after it passes the Point of Delivery it becomes the property of Nucor, and Dominion Energy North Carolina shall not be liable for loss or damage to any person or property whatsoever, resulting directly or

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indirectly from the use, misuse or presence of the electricity on the Facility, or elsewhere, after it passes the Point of Delivery except where such loss or damage shall be shown to have been caused by the negligence or wrongful acts or omissions of Dominion Energy North Carolina, its agents or employees. Similarly, Nucor shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse or presence of the electricity on Dominion Energy North Carolina's facilities, or elsewhere, before it passes the Point of Delivery except where such loss or damage shall be shown to have been caused by the negligence or wrongful acts or omissions of Nucor, its agents or employees. Dominion Energy North Carolina also shall not be liable for any loss or damage to any person or property whatsoever resulting directly and indirectly from any curtailment or interruption of electric service in accordance with the Special Terms and Conditions.

13. USAGE OF POWER

The electricity delivered to the Facility under this Agreement may be utilized by all ancillary support facilities that are located on the Nucor-owned plant site, but otherwise shall not be resold, delivered, shared or distributed to any person, firm, corporation, association or cooperative other than the Facility, it being understood and agreed that Nucor purchases and accepts the electricity delivered to it under this Agreement solely for use by Nucor at the Facility.

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14. CONTINUITY OF SERVICE

- a. Notwithstanding the Special Terms and Conditions regarding interruption of electric service, Dominion Energy North Carolina shall use reasonable diligence required of a public utility in the State of North Carolina to provide electricity to the Facility, subject to the rights of curtailment and interruption set forth herein.
- b. If the supply of electricity shall fail or be interrupted, or become defective through acts of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, or any other cause beyond the reasonable control of Dominion Energy North Carolina, then Dominion Energy North Carolina shall not be liable therefor or for damages caused thereby.

15. SERVICE COORDINATION COMMITTEE

Prior to the date of First Steel Melt, each Party shall designate in writing one regular representative (and an alternative representative to act in the absence of the regular representative) familiar with this Agreement and with the facilities used to provide electric service hereunder, who shall be authorized to act on the designating Party's behalf in relation to electric service matters included in this Agreement. The individuals so designated shall comprise a Service Coordination Committee and shall cooperate with one another and, from time-to-time as the need may arise, determine and agree upon operating matters pertaining to the coordination of electric

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service hereunder. The members shall keep one another apprised of projected maintenance schedules of their respective facilities and such other matters as may better harmonize their respective operations. The members of the Committee shall also serve as the designated point of regular contact for the Party they represent. The Committee shall have no authority to revise any provision of this Agreement or to authorize any deviation from the provisions of this Agreement.

16. DISPUTE RESOLUTION

- a. It is the intention of the Parties to make a good faith effort to resolve, without resort to litigation, any dispute, controversy or claim arising out of or relating to this Agreement or any breach, termination or invalidity hereof (a "Dispute") according to the procedures set forth in this Section.
- b. Nucor's and Dominion Energy North Carolina's representatives who receive notices pursuant to Section 18 shall attempt to resolve all Disputes by negotiation. In the event of a Dispute that cannot be resolved promptly by those representatives, each Party shall immediately designate a special representative with authority to resolve the Dispute. The designated special representatives shall promptly begin discussions in an effort to agree upon a resolution of the Dispute. If the special representatives do not agree upon a resolution of the Dispute within 20 days of the referral to them, either Party may elect to abandon negotiations. If a Dispute cannot

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be resolved pursuant to the procedures outlined herein, then either Party may pursue any remedy available to it.

17. ASSIGNMENT

Neither Party shall assign its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment by a Party shall relieve the assignor of its obligations hereunder without the written consent of the other Party to accept the assignee as a substitute obligor.

18. NOTICE

Notice to Nucor under this Agreement shall be sent by registered mail or such other mail service with return receipt requested, as follows:

Controller
Nucor Steel
1505 River Road
Cofield, North Carolina 27922

Notice to Dominion Energy North Carolina under this Agreement shall be sent by registered mail or such other mail service with return receipt requested, as follows:

Director –Regulation
Virginia Electric and Power Company
P. O. Box 26666
Richmond, Virginia 23261

Notice under this Agreement may alternatively be given to Nucor or Dominion Energy North Carolina by personally delivering a copy of the notice to the applicable address specified above. Notice shall be deemed

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given under this Agreement as of the date of receipt of such notice. Either Party may, from time to time, designate a different person to whom notice under this Section 18 may be given. Any such designation shall be in writing and given in the manner provided in this Section 18.

19. DEFAULT

- a. If a Party shall fail to perform any obligation under this Agreement such that it is a material breach of the Agreement, then the other Party shall notify in writing the non-performing Party that it has failed to perform and that such non-performance is a material breach of the Agreement. If the non-performing Party fails to perform the obligation, which is the subject of the notification, or otherwise remedy or, in good faith, initiate a remedy, within 30 days from the date of the notification, the non-performing Party shall be deemed to be in default under the Agreement (an “Event of Default”).
- b. Following an Event of Default, the non-defaulting Party shall have, along with any other legally available remedies, the option to cancel the Agreement.

20. CONFIDENTIAL TREATMENT

The specific terms of this Agreement are confidential and the confidential treatment accorded this Agreement shall be governed by the Confidentiality Agreement between the parties effective July 1, 1998;

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provided, however, that either of the parties may disclose the Agreement and/or its specific terms to any governmental official or entity under reasonable confidentiality arrangements intended to prevent public disclosure.

21. MISCELLANEOUS

- a. Headings of Articles. Headings of articles in this Agreement have been inserted for convenience only and shall in no way affect the interpretation of any term or provision hereof.
- b. Severability. Except where expressly stated otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective.
- c. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, without regard to conflicts of laws principles.
- d. Waivers. Any waiver at any time by a Party of its rights with respect to a material breach of the Agreement or an Event of Default or with respect to any other matters arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent material breach of the Agreement or an Event of Default or any other matter.
- e. Benefit of Agreement. This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be

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construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.

- f. Type of Agreement. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any Agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- g. Filed Terms and Conditions. Unless otherwise expressly addressed herein, Dominion Energy North Carolina's Filed Terms and Conditions shall not apply to the provision of electric service hereunder; except that, where not inconsistent with or in conflict with this Agreement, Sections IX, XVI-XVIII and XX, as approved by the Commission, shall apply.
- h. Survivability of Obligations. Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original.

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- j. Amendments. This Agreement may not be amended, altered, modified or supplemented, except in a writing signed by authorized representatives of the Parties, with approval by the Commission. Notwithstanding the preceding sentence, this Agreement, including the attached Special Terms and Conditions, and/or Schedule NS, may be modified at any time pursuant to Commission order.
- k. Entire Agreement. This Agreement embodies the entire agreement between the Parties hereto and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, unless indicated otherwise herein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

NUCOR CORPORATION

**VIRGINIA ELECTRIC AND POWER
COMPANY, doing business in North
Carolina as DOMINION ENERGY NORTH
CAROLINA**

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Mar 28 2024

EXHIBIT A

SPECIAL TERMS AND CONDITIONS

I. RELIABILITY

The Company is not obligated to provide firm service under the Agreement. The Company shall have the right to interrupt/curtail the Customer’s service in accordance with the provisions below.

II. CAPACITY CURTAILMENT/INTERRUPTION OF ELECTRIC SUPPLY

Dominion Energy North Carolina shall have the right to issue a curtailment notice to Nucor that requires Nucor to curtail its electric service if the Company reasonably and in good faith believes that the current or projected operating conditions on the Dominion Energy North Carolina system, or within systems interconnected with the Dominion Energy North Carolina system, constitute a system emergency such that continued service to Nucor will jeopardize the Company’s ability to provide service to firm customers (a “Capacity Curtailment”). Capacity Curtailments for Nucor shall be called only when the Company has also called for interruptions or curtailments of all other interruptible and curtailable customers. Nucor shall be entitled to credit for any Capacity Curtailments as Tier 1 Type A Curtailment Hours under Section III. below.

Nucor may be required to remove its electric arc furnace from operation within no less than **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** of receipt of the curtailment notice and Nucor may be required to remove the remainder of its Facility from operation within **[BEGIN CONFIDENTIAL]** [REDACTED]

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██████████ **[END CONFIDENTIAL]** of receipt of the curtailment notice. The curtailment notice shall specify the amount of notice being given Nucor and whether said notice applies to Nucor's electric arc furnace and/or the remainder of the Facility. In the event Nucor fails to curtail within the notice period specified by the Company in accordance with this provision, as its sole remedy, Dominion Energy North Carolina shall have the right to physically interrupt service by remotely opening breakers to the Nucor Facility.

The Company shall endeavor to keep Nucor informed of the operating conditions on its system and shall use Prudent Electric Utility Practice to avoid Capacity Curtailments, and if and when they occur despite Dominion Energy North Carolina's best efforts, the Company shall use its best efforts to terminate them as soon as reasonably possible. Where Capacity Curtailments are necessary, Dominion Energy North Carolina shall use its best efforts to limit requested curtailments to Nucor's arc furnaces and permit Nucor to continue to operate the remainder of its Facility.

III. CURTAILMENT HOURS AND ECONOMIC BUY-THROUGHS

A. TIER 1

Nucor is subject to a maximum of **[BEGIN CONFIDENTIAL]** ██████████ **[END CONFIDENTIAL]** Tier 1 Curtailment Periods (a period of one or more consecutive hours that the Company has designated as Tier 1 Curtailment Hours) for a total of up to **[BEGIN CONFIDENTIAL]** ██████████ **[END CONFIDENTIAL]** Tier 1 Curtailment Hours for each twelve month period beginning May 1 and

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ending April 30 (the Curtailment Year), including credit for any hours of Capacity Curtailment under Section II. above. Tier 1 Curtailment Hours may be called by Dominion Energy North Carolina, at its discretion. (Nucor anticipates Dominion Energy North Carolina to call Tier 1 Curtailment Hours each Curtailment Year.) Except as provided below for the winter period, Nucor shall receive a minimum credit of **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** Tier 1 Curtailment Hours or credit for the actual number of Tier 1 Curtailment Hours designated, whichever is greater, for each Tier 1 Curtailment Period. Tier 1 Curtailment Hours shall be sixty minute clock hours beginning at the top of the hour. Tier 1 Curtailment Hours shall consist of two types – Type A and Type B.

The Company shall give Nucor at least **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** advance notice of the designation of any Tier 1 Curtailment Hours and corresponding Tier 1 Curtailment Period. (Dominion Energy North Carolina may deviate from clock hours beginning at the top of the hour and will give: (i) at least **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** advance notice for no more than five (5) PJM-initiated uses of emergency demand-side capacity resources per Curtailment Year; or (ii) at least **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** advance notice in the event of the unexpected loss of a **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** or larger generation unit. In either event, any partial hour will be treated as a full hour toward the Tier 1 limit, and all energy billed during any partial hour will be billed as Tier 3 energy.) When such notice is given, the

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Company shall designate the duration of the Tier 1 Curtailment Period, the Type (A or B) of the Tier 1 Curtailment Hours in the Tier 1 Curtailment Period (all Tier 1 Curtailment Hours during a Tier 1 Curtailment Period must be one Type), and provide the Company's best estimate of the hourly Economic Buy-through Price (as defined below) for each Tier 1 Curtailment Hour in the Tier 1 Curtailment Period, provided, however, such estimate of the Economic Buy-through Price shall not be considered a firm offer to sell electricity at that price unless the Tier 1 Curtailment notice specifically indicates otherwise. During the winter months (December to March), Dominion Energy North Carolina may designate two separate segments of Tier 1 Curtailment Hours (all Tier 1 Curtailment Hours must be one Type) during the same calendar day as one Tier 1 Curtailment Period, so long as the Company provides **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** notice of such designation prior to the first Tier 1 Curtailment Hour for the calendar day. The combined Tier 1 and Tier 2 Curtailment Periods containing two separate segments shall not exceed two per Curtailment Year.

When the Company designates Tier 1 Type A Curtailment Hours, Nucor shall curtail the operation of its electric arc furnace. However, Nucor may buy-through the requested Tier 1 Curtailment Hours and continue to operate the balance of its Facility, subject to payment of the hourly Economic Buy-through Price, as defined below. The Company may designate a maximum of **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** Tier 1 Type A Curtailment Periods per Contract Year for a maximum of **[BEGIN CONFIDENTIAL]** [REDACTED] **[END**

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CONFIDENTIAL] Tier 1 Type A Curtailment Hours per Curtailment Year. The Company, in its discretion, may allow Nucor the option to Buy-through some or all of the Tier 1 Type A Curtailment Hours for the arc furnace.

When the Company designates Tier 1 Type B Curtailment Hours, Nucor may buy-through the requested Tier 1 Curtailment Hours and continue to operate its entire Facility, including its arc furnace, subject to payment of the hourly Economic Buy-through Price, as defined below. The Company may designate a maximum of **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** Tier 1 Type B Curtailment Periods per Curtailment Year for a maximum of **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** Tier 1 Type B Curtailment Hours per Curtailment Year.

The Economic Buy-through Price is the hourly price charged to Nucor for electricity during Curtailment Periods. The Economic Buy-through Price shall equal the fair market price of energy, as determined by Dominion Energy North Carolina in the application of its best judgment and in good faith, for each applicable Tier 1 Curtailment Hour. This Price shall not exceed the hourly price that Dominion Energy North Carolina would sell the same energy at the same time to any other purchaser in the wholesale marketplace.

Dominion Energy North Carolina shall provide the applicable hourly Economic Buy-through Price by telephone to Nucor (Nucor will designate a telephone number to be used for this purpose, which will be answered 24 hours

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per day) at least 50 minutes prior and no more than 70 minutes prior to each Tier 1 Curtailment Hour, at which time Nucor's representative shall designate the amount of energy (in MWH) that Nucor schedules at that Price. (Nucor may call Dominion Energy North Carolina back closer to the Tier 1 Curtailment Hour to request the latest market price in order to schedule more energy, but Dominion Energy North Carolina is not obligated to provide such energy if it is no longer available.) In the event regional trading practices for hourly electric markets change, Nucor and Dominion Energy North Carolina will negotiate in good faith a modification of the timing of this Economic Buy-through practice to reflect those regional practices. In addition, Nucor and Dominion Energy North Carolina may also establish by mutual agreement other mechanisms to determine and communicate the hourly Economic Buy-through Price in lieu of or in addition to this approach (such as a committed price farther in advance, a price for the entire Tier 1 Curtailment Period, an index price, etc.) and to communicate Nucor's desire to purchase and the scheduled amount at the Economic Buy-through Price.

Nucor shall pay Dominion Energy North Carolina for all kWh consumed during each Tier 1 Curtailment Hour at the Economic Buy-through Price. For all kWh consumed in excess of **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** over the amount scheduled by Nucor for that hour, Nucor shall pay, in addition to the Economic Buy-through Price, an under-scheduling penalty of **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** of the Economic Buy-

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through Price. For all kWh scheduled by Nucor for that hour but not consumed, less **[BEGIN CONFIDENTIAL]** ██████████ **[END CONFIDENTIAL]**, Nucor shall pay as an over-scheduling penalty the Economic Buy-through Price less \$**[BEGIN CONFIDENTIAL]** ██████████ **[END CONFIDENTIAL]**/MWH.

B. TIER 2

Nucor is subject to a maximum of **[BEGIN CONFIDENTIAL]** ██████████ **[END CONFIDENTIAL]** Tier 2 Periods and a maximum of **[BEGIN CONFIDENTIAL]** ██████████ **[END CONFIDENTIAL]** Hours for each twelve month period beginning May 1 and ending April 30 (Curtailment Year). Except for the winter months (December to March), each Tier 2 Period shall be at least **[BEGIN CONFIDENTIAL]** ██████████ **[END CONFIDENTIAL]** consecutive hours in duration. During the winter months, Dominion Energy North Carolina may designate two separate segments of a Tier 2 Period during the same calendar day as a single Tier 2 Period, so long as the Company provides notice of such designation by 5 P.M. the previous day. (Nucor anticipates Dominion Energy North Carolina to call Tier 2 Hours each Curtailment Year.) Tier 2 Hours shall be sixty minute clock hours beginning at the top of the hour. The combined Tier 1 and Tier 2 Curtailment Periods reflecting two separate segments shall not exceed two per Curtailment Year.

The Company may request that Nucor curtail operation of its electric arc furnace for a maximum of **[BEGIN CONFIDENTIAL]** ██████████ **[END**

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CONFIDENTIAL] Tier 2 Hours, designated as Type A. Nucor, however, may buy-through at the Tier 2, Type A Energy Charge to operate the remainder of the Facility. When curtailment of the electric arc furnace is not requested, Nucor may operate its entire Facility at the Tier 2, Type A Energy Charge.

The other **[BEGIN CONFIDENTIAL]** ██████████ **[END CONFIDENTIAL]** of the **[BEGIN CONFIDENTIAL]** ██████████ **[END CONFIDENTIAL]** Tier 2 Hours will be designated as Type B, subject to the Tier 2, Type B Energy Charge. Nucor, however, may buy-through these curtailments at the Tier 2, Type B Energy Charge to operate its entire Facility. The decision to buy-through Tier 2, Type B curtailments shall be within Nucor's sole discretion.

The Company reserves the right to change a designated Tier 2 Hour to a Tier 1 Hour within the notification timeframe for a Tier 1 Hour as stated in Paragraph III.A. above. When a Tier 2 Hour is ~~superceded~~ superseded by a Tier 1 Hour that hour will be treated as a Tier 1 Hour with respect to Tier 1 maximum Hours, maximum Periods and minimum credits as provided in Paragraph III. A., above.

The Company shall give Nucor advance notice of the designation of any Tier 2 Hour (and any request to curtail its arc furnace during that hour) by notifying Nucor of such Tier 2 Hour (and any request to curtail) by 5 PM the previous day.

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IV. MONTHLY CHARGES

Nucor shall pay for each kilowatt hour (kWh) of electricity consumed at the Energy Charges as set out below. In addition, Nucor shall pay the Other Monthly Charges set out below for delivery services (transmission and ancillary services), substation (if any) and customer charges.

A. Energy Charges

1. Tier 1 – All hourly energy consumed during a Tier 1 Curtailment Hour, Tier 1 Energy, shall be billed at the applicable hourly Economic Buy-Through Price as described in Section III. A.

2. Tier 2 Energy Charge
 - a. Type A – All hourly energy consumed during a Tier 2, Type A Curtailment Hour shall be billed at a cents-per-kWh (“¢/kWh”) rate of **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** ¢/kWh effective for usage on and after ~~November 1, 2019~~ May 1, 2024.

 - b. Type B – All energy consumed during a Tier 2, Type B Hour shall be billed at the applicable **[BEGIN CONFIDENTIAL]**
[REDACTED]
[REDACTED]

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██████████ [END CONFIDENTIAL]. (All [BEGIN
CONFIDENTIAL] ██████████ [END CONFIDENTIAL] charges in
excess of the base fuel charge and all applicable riders shall
be credited to Nucor’s base revenue.)

- 3. Tier 3 – All hourly energy consumed outside of a Tier 1 or Tier 2 period, Tier 3 Energy, shall be billed at a cents-per-kWh rate of [BEGIN CONFIDENTIAL] ██████████ [END CONFIDENTIAL] ¢/kWh effective for usage on and after ~~November 1, 2019~~ May 1, 2024.
- 4. Tier 2, Type A and Tier 3 Energy will be billed all applicable Fuel Riders as specified in Paragraph IV. C.1. below.

B. Other Monthly Charges

- 1. **Reservation Charges for Delivery (Transmission and Ancillary Services) Service:** Nucor will pay Company \$~~2.10500~~ 2.53500/KW for transmission and \$~~0.689000~~ 0.83000/KW for ancillary services as payment for the delivery of electricity to the facility. Such Reservation Charges shall be applied to the current monthly Billing Demand, as determined in Section V of these Special Terms and Conditions;
- 2. **Substation Charge:** In the event that Nucor elects to have Company own the Substation, Nucor shall pay Company 1.59% per

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month of the original cost of such facilities (as mutually agreed to in advance by the parties) in the form of a facilities charge to cover installation, operation, maintenance, replacement and all other costs associated with said Substation; and

3. **Customer Charge**: Nucor will pay Company a monthly customer charge of \$~~4,572,895,507.03~~.
4. **Renewable Energy & Energy Efficiency Portfolio Standard Riders (“REPS Riders”)**: For Dominion Energy North Carolina’s REPS Riders recovery purposes, this Agreement includes the collection of the REPS Riders, effective for usage on and after February 1, ~~2020~~ 2024.
5. **Excess Deferred Income Tax Rider (“Rider EDIT”)**: Under terms of this Agreement, Rider EDIT is applicable to all Tier 2, Type A and Tier 3 kWh for a two-year period, effective for usage on and after November 1, 2019, subject to reconciliation in the second year. Rider EDIT is not subject to refund.

C. Fuel Factor

1. All applicable Fuel Riders will be billed to all Tier 2, Type A and Tier 3 kWh (the base fuel factor is already reflected in the Energy Charges for Tier 1, Tier 2 and Tier 3).

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2. For Dominion Energy North Carolina's fuel recovery purposes, all Energy Charges include the base fuel cost of ~~2.0363~~ 3.3583¢/kWh and all applicable Fuel Riders.

D. North Carolina General Franchise Tax

The North Carolina general franchise tax, G.S. § 105-122, is imposed on the Company, pursuant to North Carolina Session Law 2013-316 (see NCUC Dockets M-100, Sub 138 and E-22, Sub 506), and is included in the pricing for all Tier 2, Type A kWh and for all Tier 3 kWh; in the transmission charge and in the ancillary services charge under Reservation Charges for Delivery (Transmission and Ancillary Services) Service; and in the monthly customer charge under Customer Charge. The Parties agree that the sum of the revenue produced by the foregoing charges is designed to collect fully the applicable North Carolina general franchise tax and no additional revenues shall be collected through Tier 1 kWh or Tier 2, Type B kWh charges for the purposes of collecting the North Carolina general franchise tax.

V. DETERMINATION OF BILLING DEMAND FOR DELIVERY SERVICE

The Billing Demand for the current month shall be the highest of:

- A. The highest average kW demand measured during any 60 minute clock-hour interval since September 1, 2000;

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- B. 95% of the highest average kVA demand measured during any 60-minute clock-hour interval since September 1, 2000; or
- C. 85,000 kW.

VI. MODIFICATION TO SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions are subject to modification at any time as ordered by the Commission.

VII. NOTIFICATION

- A. A notification procedure will be established, which shall be mutually agreeable to both parties, to implement interruption of service as may be required in accordance with this Agreement and these Special Terms and Conditions. The procedure may require the installation of a telephone line, at the Customer's expense, dedicated solely to notification.
- B. Notification of Curtailment Hours for Tier 1 and Tier 2 shall be through a procedure established which is mutually agreeable to the Customer and the Company. In the event that notification cannot be accomplished due solely to circumstances attributable to the Company, notification shall not be deemed accomplished and no Curtailment Hours designation shall be applicable to such hour or hours which were the subject of the failed notification.

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VIII. METERS AND METER READING

The Company shall provide, own and maintain any metering equipment it deems necessary, including such equipment necessary to properly measure Customer's demands and energy usage. The Company shall decide whether to locate metering equipment to measure Nucor's demand and energy usage on the high-side or low-side of the Substation. If such equipment is located on the low-side of the Substation, then Customer's usage shall be adjusted (increased) based on acceptable engineering practice to reflect losses through the Substation. The Customer shall provide the Company with access to the Customer's telephone service necessary for the Company to communicate with its metering equipment.

Schedule 26
OUTDOOR LIGHTING SERVICE

I. APPLICABILITY

This schedule is applicable to any county or municipality or to any Housing Authority project created under Chapter 157 of the General Statutes of North Carolina; or any board agency or authority thereof; or any other Customer for outdoor lighting service except where installations are prevented by any public authority having jurisdiction or are otherwise unlawful.

Effective on and after April 30, 2008, new and replacement mercury vapor lamped luminaires are unavailable. If only the lamp or photo-control cell fails on an existing mercury vapor lamped luminaire, the Company will replace the lamp or photo-control cell for as long as these replacement parts remain reasonably available from suppliers. If the lamp or photo-control cell fails on an existing mercury vapor lamped luminaire after these replacement parts are no longer reasonably available from suppliers, or if the ballast or housing fails on an existing mercury vapor lamped luminaire, the Company will replace the mercury vapor lamped luminaire with a LED luminaire of similar lumen output and light distribution at no additional charge to the Customer. The replacement LED luminaire shall be billed under the applicable Schedule 26 LED luminaire rate.

Effective on and after January 1, 2020, new high pressure sodium vapor lamped luminaires are unavailable. The Company will only install LED luminaires for new installations. Such LED luminaires shall be billed under the applicable Schedule 26 LED luminaire rate.

In addition, on failure of an existing high pressure sodium vapor lamped luminaire, the Company will replace the high pressure sodium vapor lamped luminaire with an LED luminaire of similar lumen output and light distribution at no additional charge to the Customer. The replacement LED luminaire shall be billed under the applicable Schedule 26 LED luminaire rate.

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Schedule 26
OUTDOOR LIGHTING SERVICE

(Continued)

II. MONTHLY RATE

A. Watchlite, Area, and Roadway Lighting Service

1. Mercury Vapor and Sodium Vapor Lighting

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month
3,300	Mercury Vapor	125	40	\$11.77 <u>16.62</u>
7,000	Mercury Vapor	208	70	\$13.79 <u>19.60</u>
11,000	Mercury Vapor	294	100	\$16.32 <u>23.28</u>
20,000	Mercury Vapor	452	150	\$21.03 <u>30.12</u>
33,000	Mercury Vapor	765	250	\$35.69 <u>51.09</u>
53,000	Mercury Vapor	1,080	360	\$44.13 <u>63.46</u>
5,000	Sodium Vapor	82	30	\$12.61 <u>17.74</u>
8,000	Sodium Vapor	120	40	\$13.52 <u>19.06</u>
14,000	Sodium Vapor	202	70	\$15.40 <u>21.85</u>
23,000	Sodium Vapor	315	105	\$19.80 <u>28.17</u>
42,000	Sodium Vapor	490	160	\$31.27 <u>44.45</u>
127,000	Sodium Vapor	1,130	380	\$46.04 <u>66.23</u>

2. LED Lighting – Basic Fixtures

Luminaire Rate Tier	Type	Monthly kWh Operating Range	Billed Monthly kWh	Rate per Unit per Month
1	LED	0 – 9	5	\$10.21 <u>14.25</u>
2	LED	10 – 19	15	\$12.11 <u>16.96</u>
3	LED	20 – 29	25	\$13.64 <u>19.14</u>
4	LED	30 – 39	35	\$14.54 <u>20.45</u>
5	LED	40 – 49	45	\$16.51 <u>23.25</u>
6	LED	50 – 59	55	\$19.91 <u>28.05</u>
7	LED	60 – 69	65	\$21.15 <u>29.83</u>
8	LED	70 – 79	75	\$22.33 <u>31.53</u>
9	LED	80 – 89	85	\$24.11 <u>34.07</u>
10	LED	90 – 99	95	\$25.18 <u>35.61</u>

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Schedule 26
OUTDOOR LIGHTING SERVICE

(Continued)

II. MONTHLY RATE (Continued)

B. Premium Fixtures

- The following charges are applicable for sodium vapor premium fixtures mounted on non-decorative poles or decorative fluted fiberglass poles. The applicable rate per unit per month is determined in accordance with the pole type as shown below.

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month		
				Non-decorative Pole	Decorative Fluted Pole	Each Additional Unit on Same Pole
5,000	Sodium Vapor	82	30	\$27.65 <u>38.70</u>	\$42.09 <u>58.83</u>	\$13.00 <u>18.28</u>
8,000	Sodium Vapor	120	40	\$28.16 <u>39.47</u>	\$43.31 <u>60.58</u>	\$13.49 <u>19.02</u>
14,000	Sodium Vapor	202	70	\$30.67 <u>43.13</u>	\$45.35 <u>63.59</u>	\$15.10 <u>21.43</u>
23,000	Sodium Vapor	315	105	\$37.16 <u>52.36</u>	Not Available	\$21.56 <u>30.62</u>
42,000	Sodium Vapor	490	160	\$40.68 <u>57.57</u>		\$25.08 <u>35.82</u>

- The following charges are applicable for LED premium fixtures mounted on non-decorative poles or decorative fluted fiberglass poles.

Luminaire Rate Tier	Type	Monthly kWh Operating Range	Billed Monthly kWh	Rate per Unit per Month
1	LED	0 – 9	5	\$26.87 <u>37.47</u>
2	LED	10 – 19	15	\$27.52 <u>38.43</u>
3	LED	20 – 29	25	\$29.55 <u>41.32</u>
4	LED	30 – 39	35	\$31.59 <u>44.22</u>
5	LED	40 – 49	45	\$32.25 <u>45.19</u>
6	LED	50 – 59	55	\$32.90 <u>46.15</u>
7	LED	60 – 69	65	\$33.56 <u>47.13</u>
8	LED	70 – 79	75	\$34.21 <u>48.09</u>
9	LED	80 – 89	85	\$35.52 <u>49.97</u>
10	LED	90 – 99	95	\$36.17 <u>50.93</u>

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Schedule 26
OUTDOOR LIGHTING SERVICE

(Continued)

II. MONTHLY RATE (Continued)

C. Wide-area Lighting Service (Expressway fixture)

Wide-area lighting is provided under this paragraph using Expressway-type fixtures mounted on non-decorative poles.

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month	
				First Unit per Pole	Each Additional on Same Pole
23,000	Sodium Vapor	315	105	\$45.91 <u>64.56</u>	\$27.29 <u>38.61</u>
42,000	Sodium Vapor	490	160	\$50.74 <u>71.59</u>	\$31.63 <u>44.95</u>

D. Directional Lighting Service

Directional lighting is provided under this paragraph for directional fixtures mounted on non-decorative poles.

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month	
				First Unit per Pole	Each Additional on Same Pole
20,000	Mercury Vapor	452	150	\$22.26 <u>31.84</u>	\$17.67 <u>25.44</u>
53,000	Mercury Vapor	1,080	360	\$42.18 <u>60.74</u>	\$28.12 <u>41.15</u>
42,000	Sodium Vapor	490	160	\$32.27 <u>45.84</u>	\$18.17 <u>26.19</u>
127,000	Sodium Vapor	1,130	380	\$45.40 <u>65.34</u>	\$31.39 <u>45.81</u>

E. Suburban Lighting Service -- Residential Underground only

Suburban poles and fixtures are available for providing area lighting to residential property exclusive of apartments, condominiums and townhouses. The monthly charges for Suburban Lighting Service are as follows:

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Schedule 26
 OUTDOOR LIGHTING SERVICE

(Continued)

II. MONTHLY RATE (Continued)

Approximate Lumens	Input Wattage	Monthly kWh	Rate per Unit per Month
5,000	82	30	\$15.71 <u>22.06</u>
8,000	120	40	\$16.52 <u>23.24</u>

F. Fuel Costs

The energy charges in this schedule contain a base fuel cost of ~~2.1183~~ 3.4935 cents per kilowatt-hour.

G. The rate per unit per month in Paragraphs II.A.1., II.A.2., II.B.1., II.B.2., II.C., II.D. and II.E., above, shall be increased or decreased by any applicable Riders.

H. Minimum Charge

The monthly minimum charge will be the rate specified in Paragraph II.A., II.B.1., II.B.2., II.C., II.D., or II.E., above. The minimum charge shall be increased or decreased by any applicable Riders.

III. CONVERSION CHARGE

Upon Customer request, the Company will convert an existing mercury vapor or sodium vapor luminaire, billed in accordance with the applicable of Paragraph II.A.1. or II.B.1., above, to an available LED luminaire upon payment, in advance, by the Customer to the Company of the applicable Conversion Charge, as shown below:

For Luminaires Billed in Accordance With	Conversion Charge
Paragraph II.A.1. Mercury Vapor Lighting	\$ 0.00
Paragraph II.A.1. Sodium Vapor Lighting	\$131.00
Paragraph II.B.1. Sodium Vapor Lighting	\$364.00

The above Conversion Charges will not apply if the lamp or photo-control cell fails on an existing mercury vapor luminaire, after these replacement parts are no longer reasonably available from suppliers or if the ballast or housing fails.

IV. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

Filed ~~08-07-2003-28-24~~
 Electric-North Carolina

Superseding Filing Effective For Usage On and After
 11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
 Filing Effective For Usage On and After ~~11-01-19~~ 05-01-24.

Schedule 26
OUTDOOR LIGHTING SERVICE

(Continued)

V. BILLING

The Company shall have the option of monthly or bimonthly billing.

VI. TERMS AND CONDITIONS

The complete installation is to be provided, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. Normally, overhead lights will be installed on Company wood poles or on other wood poles on which the Company has installed standard attachments. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

The Company shall not be obligated to construct or own any line extension or other facilities to provide outdoor lighting service, the cost of which shall exceed four times the continuing annual revenue, excluding approved fuel charge revenue, anticipated from any such line extension. If the cost of installing the line extension or other facilities is in excess of four times the anticipated continuing annual revenue, excluding approved fuel charge revenue, the Customer will pay to the Company, in advance of the construction of the extension or other facilities, an amount equal to the excess cost.

Outside the areas designated by the Company as underground distribution areas, when the Company is requested by the Customer to install underground units for outdoor lighting service, the Company will make such an installation provided the Customer pays to the Company, in advance, the amount by which the cost of the installation exceeds four times the continuing annual revenue, excluding approved fuel charge revenue anticipated from the installation. The Customer, however, shall install, own and maintain all fixed items such as conduit, pads, handholds and pole foundations. Poles will not be considered fixed items. Within the areas designated by the Company as underground distribution areas, the Company shall not be obligated to construct or own any facilities beyond the property line of the Customer.

The Customer shall report to the Company, as promptly as possible any and all lights that are out or not burning properly. The Company will endeavor to replace or repair such lights on the next following regular working day.

VII. TERM OF CONTRACT

Open order where the fixtures and other service facilities are in place. In all other cases, the term of contract shall be such as may be mutually agreed upon, but not less than one year.

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-19~~ 05-01-24.

Schedule 30
COUNTY, MUNICIPAL OR HOUSING AUTHORITY
ELECTRIC SERVICE

OFFICIAL COPY

Mar 28 2024

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any county or municipality or to any Housing Authority project created under Chapter 157 of the General Statutes of North Carolina, or any board, agency or authority thereof. This schedule is not applicable to defense or veteran housing projects or for breakdown, relay or parallel operation service.

II. MONTHLY RATE

A. Miscellaneous Light and Power Service

1. Basic Customer Charge

Basic Customer Charge ~~\$18.93~~22.88 per billing month

2. Plus kW Demand Charge

First 100 kW or less included in kWh Charge

All kW over 100 @ ~~\$3.464~~3.71 per kW

3. Plus Energy Charge

a. For billing months of June through September:

First 800 kWh @ ~~9.4529~~12.7592¢ per kWh

Next 2200 kWh* @ ~~9.3823~~12.6700¢ per kWh

Additional kWh @ ~~7.2780~~10.0120¢ per kWh

b. For billing months of October through May:

First 800 kWh @ ~~8.7024~~11.8112¢ per kWh

Next 2200 kWh* @ ~~8.6328~~11.7233¢ per kWh

Additional kWh @ ~~6.5436~~9.0843¢ per kWh

*Add 200 kWh for each kW of demand over 10 kW through 30 kW, and add 100 kWh for each kW of demand over 30 kW.

The energy charges in this schedule contain a base fuel cost of ~~2.1153~~3.4903 cents per kilowatt-hour.

(Continued)

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Schedule 30
COUNTY, MUNICIPAL OR HOUSING AUTHORITY
ELECTRIC SERVICE

(Continued)

II. MONTHLY RATE (Continued)

4. The energy charges in II.A.3., above, shall be increased or decreased by any applicable Riders.
5. Minimum Charge

The Minimum Charge shall be determined as the highest of the following increased or decreased by any applicable Riders:

- a. The Basic Customer Charge in Paragraph II.A.;
- b. The kW of Demand determined under Paragraph IV. of this schedule, multiplied by ~~\$5.71~~7.213 per kW for the billing months of June through September or ~~\$2.35~~2.968 per kW for the billing months of October through May;
- c. Any Contract Minimum Dollar Amount provided for in the Agreement for the Purchase of Electricity executed between the Company and the Customer.

B. Outdoor Lighting Service Available under Schedule 26

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance will be added to the current bill.

IV. DETERMINATION OF DEMAND

When a demand meter is present and when the use of electricity exceeds 3,000 kWh for any billing month or has exceeded 3,000 kWh for any billing month during the preceding eleven months, the kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the billing month. When a Customer transfers from another schedule to this schedule the use of electricity under the former schedule will be used to determine the applicability of the demand provisions of this schedule.

(Continued)

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Schedule 30
COUNTY, MUNICIPAL OR HOUSING AUTHORITY
ELECTRIC SERVICE

(Continued)

V. METER READING AND BILLING

- A. Meters may be read in units of 10 kWh and bills rendered accordingly. For unmetered traffic control service installations, one-twelfth of the estimated annual kWh will be billed each month.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two; the number of kWh specified in each block of the Monthly Rate shall be multiplied by two before the rates per kWh are applied to the usage for the bimonthly period; the Demand Charge for all kW in excess of 100 kW shall be multiplied by two; and the Minimum Charge, excluding all applicable Riders, shall be multiplied by two. All applicable Riders shall be added to such modified Minimum Charge.

VI. TERM OF CONTRACT

Open order, unless the Customer or Company requests a written contract. In such case, the term of contract for the purchase of electricity under this schedule shall be mutually agreed upon, but not less than one year.

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Docket No. E-22, Sub 562694

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Mar 28 2024

Schedule 30T
COUNTY, MUNICIPAL OR STATE
TRAFFIC CONTROL SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any county, municipal, or state-owned traffic control service.

II. MONTHLY RATE

A. Basic Customer Charge

Basic Customer Charge ~~\$8.79~~11.69 per billing month

B. Plus Energy Charge

1. All kWh @ ~~8.0305~~10.2691¢ per kWh

The energy charge in this schedule contains a base fuel cost of ~~2.118~~3.4935 cents per kilowatt-hour.

2. The energy charge in II.B., above, shall be increased or decreased by any applicable Riders.

C. The minimum charge shall be such as may be contracted for but not less than the Basic Customer Charge in II.A., above. The minimum charge shall be increased or decreased by any applicable Riders.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance will be added to the current bill.

IV. METER READING AND BILLING

A. For unmetered services connected prior to August 1, 1973, the wattage of the lamp(s) will be determined and the annual kWh estimated. One-twelfth of the estimated annual kWh will be billed each month.

B. Services connected on and after August 1, 1973, will be metered. Meters may be read in units of 10 kWh and bills rendered accordingly.

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Schedule 30T
COUNTY, MUNICIPAL OR STATE
TRAFFIC CONTROL SERVICE

(Continued)

IV. METER READING AND BILLING (Continued)

- C. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- D. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two and the minimum charge shall be the modified Basic Customer Charge.

V. TERM OF CONTRACT

Open order, unless the Customer or Company requests a written contract. In such case, the term of the contract for the purchase of electricity under this schedule shall be mutually agreed upon, but not less than one year.

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Docket No. E-22, Sub 562694

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Mar 28 2024

Schedule 42
COUNTY, MUNICIPAL OR HOUSING AUTHORITY
ALL-ELECTRIC BUILDING SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any county or municipality or to any Housing Authority project created under Chapter 157 of the General Statutes of North Carolina, or any board, agency or authority thereof. This schedule is for service to any all-electric public school or other all-electric public building owned or leased by the county or municipality or Housing Authority provided:

- A. Each building is normally occupied by employees of the county or municipality, or tenants of the Housing Authority for not less than 180 days per year.
- B. Electricity used in each building is for all purposes including space heating, water heating and cooking.
- C. Electric space heating equipment in each building is permanently installed and no other source of comfort heating is used.

This schedule is not applicable to defense or veteran housing projects or for breakdown, relay or parallel operation service.

II. MONTHLY RATE

- A. Basic Customer Charge
Basic Customer Charge ~~\$18.93~~22.88 per billing month
- B. Plus Energy Charge
~~9.3652~~12.6401¢ per kWh for billing months of June through September
~~6.8452~~9.4598¢ per kWh for billing months of October through May
The energy charges in this schedule contain a base fuel cost of ~~2.1153~~3.4903 cents per kilowatt-hour.
- C. Plus kW Demand Charge
First 100 kW of demand or less included in Energy Charge
All kW over 100 @ ~~\$3.454~~3.354 per kW
- D. The energy charges in II.B., above, shall be increased or decreased by any applicable Riders.
- E. The minimum charge shall be the Basic Customer Charge in II.A., above. The minimum charge shall be increased or decreased by any applicable Riders.

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-19~~05-01-24.

Schedule 42
COUNTY, MUNICIPAL OR HOUSING AUTHORITY
ALL-ELECTRIC BUILDING SERVICE

(Continued)

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance will be added to the current bill.

IV. DETERMINATION OF DEMAND

The kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the billing month.

V. METER READING

- A. Meters may be read in units of 10 kWh and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the minimum charge and demand charge for all kW in excess of 100 kW will be multiplied by two.

VI. EQUIPMENT SPECIFICATIONS

The type, design and size of tank, the size and number of heater units, and the method of water heater operation are subject to approval by the Company.

The type, design, capacity, method of operation, and installation of the electric space heating equipment are subject to approval by the Company. The electric space heating design and installation shall conform to good engineering practice and provide for satisfactory operation and comfort.

VII. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon, but not less than one year.

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-19 ~~On a Temporary Basis, Subject to Refund.~~ This
Filing Effective For Usage On and After ~~11-01-19~~ 05-01-24.

EXHIBIT OF APPLICABLE RIDERS

- I. The riders listed below are applicable to the following Dominion Energy North Carolina filed Rate Schedules 1, 1DF, 1P, 1T, 1W, 5, 5C, 5P, 6C, 6L, 6P, 6VP, LGS – RTP With Customer Baseline Load, NS, 7, 10, 26, 30, 30T, and 42, as well as applicable charges specified in any special rates, contracts or incentives.

Rider	Description	Effective For Usage On and After
A	Fuel Cost Rider	02-01-24 05-01-24
B	Experience Modification Factor (EMF)	02-01-24 Through and Including 01-31-25
B1	Experience Modification Factor (EMF)	02-01-24 Through and Including 01-31-25
C	Demand Side Management/ Energy Efficiency Rider	02-01-24
CE	DSM/EE Experience Modification Factor (DSM/EE EMF)	02-01-24
RP	Renewable Energy & Energy Efficiency Portfolio Standard Rider	02-01-24 Through and Including 01-31-25
RPE	RPS Experience Modification Factor (REPS EMF)	02-01-24 Through and Including 01-31-25

- II. The riders listed below may apply based upon the circumstances as indicated in the applicability section of the specific rider.

Rider	Description	Effective Date
CO	NC GreenPower Carbon Offset Program	For Bills Rendered On and After 08-01-11
D	Tax Effect Recovery Factor	09-01-20 05-01-24
EDR	Economic Development	11-01-16
F	Receivers or Trustees	06-01-54
GP	NC GreenPower Program	For Bills Rendered On and After 04-09-15
REN	NC GreenPower Program	For Bills Rendered On and After 07-28-03

RIDER A

FUEL COST RIDER

The applicable cents per kilowatt-hour charge¹ shall be added to the base fuel cost contained in the energy charges within each of the following Dominion Energy North Carolina filed Rate Schedules.

Rate Schedule	Customer Class	Cents per kWh Charge
Schedule 1	Residential	1.37550.0000 ¢/kWh
Schedule 1DF	Residential	1.37550.0000 ¢/kWh
Schedule 1P	Residential	1.37550.0000 ¢/kWh
Schedule 1T	Residential	1.37550.0000 ¢/kWh
Schedule 1W	Residential	1.37550.0000 ¢/kWh
Schedule 5	SGS & Public Authority	1.37530.0000 ¢/kWh
Schedule 5C	SGS & Public Authority	1.37530.0000 ¢/kWh
Schedule 5P	SGS & Public Authority	1.37530.0000 ¢/kWh
Schedule 7	SGS & Public Authority	1.37530.0000 ¢/kWh
Schedule 30	SGS & Public Authority	1.37530.0000 ¢/kWh
Schedule 42	SGS & Public Authority	1.37530.0000 ¢/kWh
Schedule 6C	Large General Service	1.36750.0000 ¢/kWh
Schedule 6L	Large General Service	1.36750.0000 ¢/kWh
Schedule 6P	Large General Service	1.36750.0000 ¢/kWh
Schedule 10	Large General Service	1.36750.0000 ¢/kWh
Schedule LGS – RTP With Customer Baseline Load	Large General Service	1.36750.0000 ¢/kWh
Schedule 26	Outdoor Lighting	1.37550.0000 ¢/kWh
Schedule 30T	Traffic Control	1.37550.0000 ¢/kWh
Schedule 6VP	6VP	1.34170.0000 ¢/kWh
Schedule NS Tier 2-Type A and Tier 3 Energy Charges	Schedule NS	1.32230.0000 ¢/kWh
Schedule NS Tier 1 Type A & B, and Tier 2-Type B Energy Charges	Schedule NS	Rider A is Included in the Energy Charges

¹This charge is not a part of the base fuel cost included in the energy prices stated in the Rate Schedules and should, therefore, be applied in addition to the prices stated in the Rate Schedules.

Virginia Electric and Power Company

RIDER D

TAX EFFECT RECOVERY

Contributions in aid of construction (“contributions”) made pursuant to the following provisions of the Terms and Conditions shall be multiplied by a Tax Effect Recovery Factor (TERF) of ~~1.152261~~ 1.15877 to determine the total payment amount due from the Customer (or Applicant):

1. Section IV – Service Connections, Paragraphs F.3.a., F.3.b., and F.3.d. (one-time charge only);
2. Section XXII, Electric Line Extensions and Installations.

The TERF shall also be applied to other contributions that may occur from time to time to the extent they are classified as taxable income to the Company. However, the TERF shall not be applied to contributions for the provision of temporary service.

Filed ~~08-07-2003-28-24~~
Electric-North Carolina

Superseding Filing Effective ~~01-01-18~~ 09-01-20.
This Filing Effective ~~09-01-2005-01-24~~.

Docket No. E-22, Sub 562694

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DOMINION ENERGY NORTH CAROLINA
DOCKET NO. E-22, SUB 694
TWELVE MONTHS ENDED DECEMBER 31, 2023
(000's)

ELECTRIC PLANT IN SERVICE

Line No.	Description	System After Adjustments	NC Jurisdiction After Adjustments
1	Production Plant	\$ 19,095,916	\$ 902,663
2	Transmission Plant	\$ 14,667,201	\$ 504,347
3	Distribution Plant	\$ 16,817,174	\$ 786,925
4	General Plant	\$ 956,949	\$ 52,592
5	Intangible Plant	\$ 633,417	\$ 36,092
6	Nuclear Fuel	\$ 1,645,620	\$ 76,579
7	Plant Purchased/Sold	\$ -	\$ -
7	Total Electric Plant in Service	<u>\$ 53,816,278</u>	<u>\$ 2,359,198</u>
8	CONSTRUCTION WORK IN PROGRESS	<u>\$ -</u>	<u>\$ -</u>
9	ACQUISITION ADJUSTMENTS	<u>\$ 52,041</u>	<u>\$ 313</u>

**DOMINION ENERGY NORTH CAROLINA
DOCKET NO. E-22, SUB 694
TWELVE MONTHS ENDED DECEMBER 31, 2023
(millions)**

PRESENT FAIR VALUE

Dominion Energy North Carolina does not intend to offer proof of the Present Fair Value of property.

DOMINION ENERGY NORTH CAROLINA
DOCKET NO. E-22, SUB 694
TWELVE MONTHS ENDED DECEMBER 31, 2023
 (000's)

ACCUMULATED PROVISION FOR DEPRECIATION

Line No.	<u>Description</u>	System After <u>Adjustments</u>	NC Jurisdiction After <u>Adjustments</u>
1	Production Plant	\$ 8,305,480	\$ 365,284
4	Transmission Plant	\$ 2,887,846	\$ 100,891
5	Distribution Plant	\$ 6,111,500	\$ 305,974
6	General Plant	\$ 381,805	\$ 20,716
7	Intangible Plant	\$ 245,613	\$ 20,574
8	Nuclear Fuel	<u>\$ 1,362,000</u>	<u>\$ 59,249</u>
9	Total Accumulated Provision for Depreciation and Amortization	<u>\$ 19,294,243</u>	<u>\$ 872,688</u>
10	ACQUISITION ADJUSTMENTS	<u>\$ 44,302</u>	<u>\$ 53</u>

**DOMINION ENERGY NORTH CAROLINA
DOCKET NO. E-22, SUB 694
TWELVE MONTHS ENDED DECEMBER 31, 2023
(000's)**

**ACCUMULATED PROVISION FOR DEPRECIATION
DEPRECIATION RATES**

	Depreciation Rate %
Fossil	3.20%
Nuclear:	
North Anna	1.64%
Other	1.66%
Hydro:	
Bath County	2.54%
Other	2.68%
Other Production	3.17%
Transmission	2.29%
Distribution	2.78%
General	4.60%

DOMINION ENERGY NORTH CAROLINA
DOCKET NO. E-22, SUB 694
TWELVE MONTHS ENDED DECEMBER 31, 2023
(000's)

Exhibit VI
Rule R1-17 (b) (6)
Page 1 of 1

MATERIALS AND SUPPLIES

<u>Line No.</u>	<u>Description</u>	<u>System</u>	<u>NC Jurisdiction (a)</u>
1	Fuel	\$ 323,632	\$ 13,882
2	Production	381,665	16,007
3	Production - North Anna	135,942	5,701
4	Transmission	56,985	1,940
5	Distribution	194,963	9,155
6	Other M&S	394	17
7	Allowances Inventory	<u>93,993</u>	<u>4,032</u>
8	Total Materials and Supplies	<u>\$ 1,187,574</u>	<u>\$ 50,733</u>

Notes:

(a) - Summer/Winter Peak and Average Cost Allocation Methodology

DOMINION ENERGY NORTH CAROLINA
DOCKET NO. E-22, SUB 694
TWELVE MONTHS ENDED DECEMBER 31, 2023
(000's)

CASH WORKING CAPITAL

Line No.	Description	System Before Adjustments	NC Jurisdiction After Adjustments
	Cash Working Capital necessary to maintain efficient, economical operation of the business. Working Capital requirements include deferred fuel expenses net FIT, investor funds advanced (based on lead/lag study), other rate base additions less other deductions and customer deposits.		
1	Deferred Fuel Expense less FIT Deferred (COS Sch 1, line 80)	\$ -	\$ -
2	Investor Funds Advanced for Operations (COS Sch 1, line 73)	\$ 364,880	\$ 41,589 (a)
3	Other Additions (COS Sch 1, line 74)	\$ 842,687	\$ 264,540
4	Other Deductions (COS Sch 1, line 78)	\$ (5,472,519)	\$ (236,040)
5	Customer Deposits (COS Sch 1, line 67)	\$ (114,643)	\$ (3,136)
6	Total	\$ (4,379,596)	\$ 66,953

Notes:

(a) 2021 Lead/Lag Study - Investor Funds Advanced for Cash Working Capital, Page 2

**DOMINION NORTH CAROLINA POWER
DOCKET NO. E-22, SUB 694
TWELVE MONTHS ENDED DECEMBER 31, 2023
(000's)**

INVESTOR FUNDS ADVANCED FOR CASH WORKING CAPITAL

<u>Line No.</u>	<u>Description</u>	<u>Total NC Juris Adjusted</u>
1	Total Adjusted Base Revenues	\$ 395,446 (a)
2	Divided by Days per Year	365
3	Average Daily	1,083
4	Revenue Lag (NC Rate Case Sch 4)	60.23
5	Expense Lag (NC Rate Case Sch 4)	19.62
6	Net Lag Days	40.61
7	Investor Funds Advanced for Operations	\$ 43,999
8	Less: Utility Taxes Collected (NC Rate Case Sch 4)	\$ 2,410
9	Total	\$ 41,589

Notes:

(a) Excludes Non-Fuel Clause Revenues

Total Operating Revenues (NC Rate Case Sch 1)

Less Non Fuel Clause Revenue (COS Sch 25, line 65)

DOMINION NORTH CAROLINA POWER
DOCKET NO. E-22, SUB 694
TWELVE MONTHS ENDED DECEMBER 31, 2023
(thousands)

STATEMENT OF NET OPERATING INCOME

	<u>Twelve Months</u> <u>Ending Dec-23</u>
Operating Revenue	\$ 9,500,791
<hr/>	
Operating Expenses:	
Electric fuel and energy purchases, net	2,062,313
Purchased electric capacity	52,565
Other purchased energy commodities	222,464
Other operations and maintenance	2,284,855
Depreciation and amortization	2,052,595
Income Taxes	363,772
Other taxes	298,505
Gains/Losses from Disposition of Utility Plant/Allowances	3,529
Total operating expenses	7,340,600
<hr/>	
Net Operating Income	2,160,191
<hr/>	

DOMINION ENERGY NORTH CAROLINA
DOCKET NO. E-22, SUB 694
TWELVE MONTHS ENDED DECEMBER 31, 2023
(Thousands of Dollars)

CALCULATION OF ADDITIONAL REVENUE REQUIREMENT

Line No.	Description	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)	(Col. 5)	(Col. 6)	(Col. 7)	(Col. 8)
		NORTH CAROLINA RETAIL OPERATIONS							
		Dec 31, 2023 Capital Structure Balance	Dec 31, 2023 Capitalization Ratio	BEFORE PROPOSED INCREASE		AFTER PROPOSED INCREASE			
		Retail Rate Base	Embedded Cost %	Net Operating Income	Retail Rate Base	Embedded Cost %	Net Operating Income		
1	Long-Term Debt	\$ 18,477,657	46.15%	\$ 613,865	4.24%	\$ 26,023	\$ 624,573	4.24%	\$ 26,477
2	Common Equity	21,559,795	53.85%	716,260	5.01%	35,916	728,754	10.60%	77,248
3	Total	<u>\$ 40,037,451</u> (a)	<u>100.00%</u>	<u>\$ 1,330,125</u> (b)		<u>\$ 61,939</u> (c)	<u>\$ 1,353,326</u> (d)		<u>\$ 103,725</u>
4			Required Net Operating Income (Col. 8, Line 3)						103,725
5			Net Operating Income Before Proposed Increase (Col. 5, Line 3)						61,939
6			Additional Net Operating Income Requirement (Line 4 - Line 5)						41,785
7			Retention Factor (NC Regulatory Fee, Uncollectible Expense, and Income Taxes)				73.7947%		14,838
8			Additional Base Non-Fuel Rate Revenue Requirement (Line 6 + Line 7)						<u>\$ 56,624</u>

Notes:

- (a) DENC Capital Structure as of Dec 31, 2023 as presented by Company Witness Davis
- (b) Exhibit RA-1, Schedule 1, Col. 5, Line 28
- (c) Exhibit RA-1, Schedule 1, Col. 5, Line 21
- (d) Exhibit RA-1, Schedule 1, Col. 7, Line 28

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COMPARATIVE BALANCE SHEET (ASSETS AND OTHER DEBITS)				
Line No.	Title of Account	Ref. Page No. Ref.	Current Year End of Quarter/Year Balance December 31, 2023	Prior Year End Balance 12/31 December 31, 2022
	(a)	(b)	(c)	(d)
1	UTILITY PLANT			
2	Utility Plant (101-106, 114)	200-201	52,586,151,528	52,163,318,635
3	Construction Work in Progress (107)	200-201	7,728,934,745	4,976,729,280
4	TOTAL Utility Plant (Enter Total of lines 2 and 3)		60,315,086,273	57,140,047,915
5	(Less) Accum. Prov. for Depr. Amort. Depl. (108, 110, 111, 115)	200-201	17,348,214,284	19,603,453,144
6	Net Utility Plant (Enter Total of line 4 less 5)		42,966,871,989	37,536,594,771
7	Nuclear Fuel in Process of Ref., Conv., Enrich., and Fab. (120.1)	202-203	293,298,049	216,814,267
8	Nuclear Fuel Materials and Assemblies-Stock Account (120.2)		134,281,943	174,254,490
9	Nuclear Fuel Assemblies in Reactor (120.3)		569,045,384	583,643,174
10	Spent Nuclear Fuel (120.4)		818,148,883	847,911,513
11	Nuclear Fuel Under Capital Lease (120.6)		-	-
12	(Less) Accum. Prov. for Amort. of Nucl. Fuel Assemblies (120.5)	202-203	1,283,254,070	1,322,322,686
13	Net Nuclear Fuel (Enter Total of line 7-11 less 12)		531,520,189	500,300,758
14	Net Utility Plant (Enter Total of lines 6 and 13)		43,498,392,178	38,036,895,529
15	Utility Plant Adjustments (116)		-	-
16	Gas Stored Underground - Noncurrent (117)		-	-
17	OTHER PROPERTY AND INVESTMENTS			
18	Nonutility Property (121)		9,930,313	9,930,313
19	(Less) Accum. Prov. for Depr. and Amort. (122)		661,973	661,973
20	Investments in Associated Companies (123)		—	-
21	Investment in Subsidiary Companies (123.1)	224-225	144,925,923	188,595,976
22	(For Cost of Account 123.1, See Footnote Page 224, line 42)			
23	Noncurrent Portion of Allowances	228-229	—	-
24	Other Investments (124)		3,562,590	3,379,194
25	Sinking Funds (125)		—	-
26	Depreciation Fund (126)		—	-
27	Amortization Fund - Federal (127)		—	-
28	Other Special Funds (128)		3,715,689,864	3,201,969,929
29	Special Funds (Non Major Only) (129)			-
30	Long-Term Portion of Derivative Assets (175)		26,587,246	-
31	Long-Term Portion of Derivative Assets - Hedges (176)		37,693,405	113,354,837
32	TOTAL Other Property and Investments (lines 18-21, 23-31)		3,937,727,368	3,516,568,276
33	CURRENT AND ACCRUED ASSETS			
34	Cash and Working Funds (Non-major Only) (130)		—	-
35	Cash (131)		89,989,801	22,387,972
36	Special Deposits (132-134)		35,465,821	311,137,309
37	Working Fund (135)		-	-
38	Temporary Cash Investments (136)		—	-
39	Notes Receivable (141)		—	2,289,549
40	Customer Accounts Receivable (142)		943,551,266	823,041,530
41	Other Accounts Receivable (143)		225,868,227	214,086,600
42	(Less) Accum. Prov. for Uncollectible Acct.-Credit (144)		32,447,221	24,205,083
43	Notes Receivable from Associated Companies (145)		—	-

44	Accounts Receivable from Assoc. Companies (146)		49,621,165	6,967,844
45	Fuel Stock (151)	227	148,695,562	111,514,324
46	Fuel Stock Expenses Undistributed (152)	227	—	-
47	Residuals (Elec) and Extracted Products (153)	227	—	-
48	Plant Material and Operating Supplies (154)	227	769,948,508	662,592,497
49	Merchandise (155)	227	—	-
50	Other Materials and Supplies (156)	227	—	-
51	Nuclear Materials Held for Sale (157)	202/203/22 7	—	-
52	Allowances (158.1 and 158.2)	228-229	93,993,425	13,453,330

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53	(Less) Noncurrent Portion of Allowances		—	-
54	Stores Expenses Undistributed (163)	227	-	-
55	Gas Stored Underground - Current (164.1)		—	-
56	Liquefied Natural Gas Stored and Held for Processing (164.2-164.3)		—	-
57	Prepayments (165)		58,953,320	50,993,780
58	Advances for Gas (166-167)		—	-
59	Interest and Dividends Receivable (171)		418,474	418,153
60	Rents Receivable (172)		1,303,190	2,566,438
61	Accrued Utility Revenues (173)		549,965,514	620,120,947
62	Miscellaneous Current and Accrued Assets (174)		255,622,671	150,314,404
63	Derivative Instrument Assets (175)		98,020,902	213,934,270
64	(Less) Long-Term Portion of Derivative Instrument Assets (175)		26,587,246	-
65	Derivative Instrument Assets - Hedges (176)		180,871,144	613,789,939
66	(Less) Long-Term Portion of Derivative Instrument Assets - Hedges (176)		37,693,405	113,354,837
67	Total Current and Accrued Assets (Lines 34 thru 66)		3,405,561,118	3,682,048,966
68	DEFERRED DEBITS			
69	Unamortized Debt Expenses (181)		116,196,035	99,939,906
70	Extraordinary Property Losses (182.1)	230a	—	-
71	Unrecovered Plant and Regulatory Study Costs (182.2)	230b	45,078,852	100,881,056
72	Other Regulatory Assets (182.3)	232	5,049,610,687	5,282,267,999
73	Prelim. Survey and Investigation Charges (Electric) (183)		88,574,076	72,740,149
74	Preliminary Natural Gas Survey and Investigation Charges 183.1)		—	-
75	Other Preliminary Survey and Investigation Charges (183.2)		—	-
76	Clearing Accounts (184)		-	-
77	Temporary Facilities (185)		2,973,589	2,562,683
78	Miscellaneous Deferred Debits (186)	233	1,145,403,583	1,197,253,186
79	Def. Losses from Disposition of Utility Plt. (187)		—	-
80	Research, Devel. and Demonstration Expend. (188)	352-353	—	-
81	Unamortized Loss on Reacquired Debt (189)		371	97,876
82	Accumulated Deferred Income Taxes (190)	234	3,771,218,475	3,852,974,995
83	Unrecovered Purchased Gas Costs (191)		—	-
84	Total Deferred Debits (lines 69 thru 83)		10,219,055,668	10,608,717,850
85	TOTAL ASSETS (lines 14-16, 32, 67, and 84)		61,060,736,332	55,844,230,621

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COMPARATIVE BALANCE SHEET (LIABILITIES AND OTHER CREDITS)				
Line No.	Title of Account (a)	Ref. Page No. (b)	Current Year End of Quarter/Year Balance December 31, 2023 (c)	Prior Year End Balance 12/31 December 31, 2022 (d)
1	PROPRIETARY CAPITAL			
2	Common Stock Issued (201)	250/251	8,987,374,225	5,737,401,834
3	Preferred Stock Issued (204)	250/251	—	-
4	Capital Stock Subscribed (202,205)		—	-
5	Stock Liability for Conversion (203, 206)		—	-
6	Premium on Capital Stock (207)		—	-
7	Other Paid-In Capital (208-211)	253	1,105,423,195	1,105,423,195
8	Installments Received on Capital Stock (212)	252	—	-
9	(Less) Discount on Capital Stock (213)	254	—	-
10	(Less) Capital Stock Expense (214)	254b	5,365,069	5,365,069
11	Retained Earnings (215, 215.1, 216)	118/119	12,551,711,029	11,099,355,047
12	Unappropriated Undistributed Subsidiary Earnings (216.1)	118/119	(702,130,501)	(701,450,844)
13	(Less) Reacquired Capital Stock (217)	250/251	—	-
14	Noncorporate Proprietorship (Non-major only) (218)		—	-
15	Accumulated Other Comprehensive Income (219)	122(a)(b)	16,408,002	8,888,767
16	Total Proprietary Capital (lines 2 thru 15)		21,953,420,881	17,244,252,930
17	LONG-TERM DEBT			
18	Bonds (221)	256/257	624,500,000	624,500,000
19	(Less) Reacquired Bonds (222)	256/257	—	-
20	Advances from Associated Companies (223)	256/257	—	-
21	Other Long-Term Debt (224)	256/257	16,935,000,000	15,582,307,679
22	Unamortized Premium on Long-Term Debt (225)		11,956,065	12,476,671
23	(Less) Unamortized Discount on Long-Term Debt-Debit (226)		62,972,608	55,612,454
24	Total Long-Term Debt (lines 18 through 23)		17,508,483,457	16,163,671,896
25	OTHER NONCURRENT LIABILITIES			
26	Obligations Under Capital Leases - Noncurrent (227)		448,631,839	336,150,508
27	Accumulated Provision for Property Insurance (228.1)		—	-
28	Accumulated Provision for Injuries and Damages (228.2)		455,313	455,313
29	Accumulated Provision for Pensions and Benefits (228.3)		36,860,099	39,731,718
30	Accumulated Miscellaneous Operating Provisions (228.4)		—	-
31	Accumulated Provision for Rate Refunds (229)		—	-
32	Long-Term Portion of Derivative Instrument Liabilities		39,206,472	147,744,613
33	Long-Term Portion of Derivative Instrument Liabilities - Hedges		—	7,150,336
34	Asset Retirement Obligations (230)		4,652,805,396	4,093,683,671
35	Total Other Noncurrent Liabilities (lines 26 through 34)		5,177,959,119	4,624,916,159
36	CURRENT AND ACCRUED LIABILITIES			
37	Notes Payable (231)		455,000,000	941,123,000
38	Accounts Payable (232)		663,580,706	655,206,383
39	Notes Payable to Associated Companies (233)		499,564,755	2,024,327,000
40	Accounts Payable to Associated Companies (234)		118,439,056	316,420,172
41	Customer Deposits (235)		114,643,075	93,878,704
42	Taxes Accrued (236)	262/263	46,378,717	48,939,013
43	Interest Accrued (237)		173,598,616	137,479,094
44	Dividends Declared (238)		—	-
45	Matured Long-Term Debt (239)		—	-

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46	Matured Interest (240)		—	-
47	Tax Collections Payable (241)		21,078,967	23,428,834
48	Miscellaneous Current and Accrued Liabilities (242)		606,744,762	568,178,257
49	Obligations Under Capital Leases-Current (243)		50,006,840	36,829,473
50	Derivative Instrument Liabilities (244)		178,005,435	408,217,463
51	(Less) Long-Term Portion of Derivative Instrument Liabilities		39,206,472	147,744,613
52	Derivative Instrument Liabilities - Hedges (245)		44,902,913	7,150,336
53	(Less) Long-Term Portion of Derivative Instrument Liabilities - Hedges		—	7,150,336
54	Total Current and Accrued Liabilities (lines 37 through 53)		2,932,737,370	5,106,282,780
55	DEFERRED CREDITS			
56	Customer Advances for Construction (252)		78,134,065	61,559,983
57	Accumulated Deferred Investment Tax Credits (255)	266/267	293,124,339	285,662,017
58	Deferred Gains from Disposition of Utility Plant (256)		—	-
59	Other Deferred Credits (253)	269	649,203,781	581,644,466
60	Other Regulatory Liabilities (254)	278	4,971,270,632	4,754,784,525
61	Unamortized Gain on Reacquired Debt (257)		2,658,520	2,765,812
62	Accum. Deferred Income Taxes-Accel. Amort. (281)	272/277	3,055,185	6,215,980
63	Accum. Deferred Income Taxes-Other Property (282)		4,735,551,300	4,386,270,951
64	Accum. Deferred Income Taxes-Other (283)		2,755,137,683	2,626,203,122
65	Total Deferred Credits (lines 56 through 64)		13,488,135,505	12,705,106,856
66	TOTAL LIABILITIES AND STOCKHOLDER EQUITY (lines 16, 24, 35, 54, and 65)		61,060,736,332	55,844,230,621

PAGE 114						PAGE 115							
STATEMENT OF INCOME						STATEMENT OF INCOME FOR THE YEAR (Continued)							
Line No.	Title of Account	(Ref.) Page No.	Total Current Year to Date Balance for Quarter/Year	Total Prior Year to Date Balance for Quarter/Year	Current 3 Months Ended Quarterly Only No. 4th Quarter	Prior 3 Months Ended Quarterly Only No. 4th Quarter	Current Year to Date (in dollars)	Previous Year to Date (in dollars)	Current Year to Date (in dollars)	Previous Year to Date (in dollars)	Current Year to Date (in dollars)	Previous Year to Date (in dollars)	Line No.
			(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	
Quarterly 1. Report in column (c) the current year to date balance. Column (c) equals the total of adding the data in column (g) plus the data in column (f) plus the data in column (e). Report in column (d) similar data for the previous year. This information is reported in the annual filing only. 2. Enter in column (e) the balance for the reporting quarter and in column (f) the balance for the same three month period for the prior year. 3. Report in column (g) the quarter to date amounts for electric utility function; in column (h) the quarter to date amounts for gas utility, and in column (i) the quarter to date amounts for other utility function for the current year quarter. 4. Report in column (j) the quarter to date amounts for electric utility function; in column (k) the quarter to date amounts for gas utility, and in column (l) the quarter to date amounts for other utility function for the prior year quarter. 5. If additional columns are needed place them in a footnote. Annual or Quarterly if applicable 6. Do not report fourth quarter data in columns (e) and (f). 7. Report amounts for accounts 412 and 413. Revenues and Expenses from Utility Plant Leases to Others, in another utility column in a similar manner to a utility department. Spread						9. Use page 122 for important notes regarding the statement of income for any account thereof. 10. Give concise explanations concerning unsettled rate proceedings where a contingency exists such that refunds of a material amount may be made to the utility's customers or which may result in material refund to the utility with respect to power or gas purchases. State for each year effected the gross revenues or costs to which the contingency relates and the tax effects together with an explanation of the major factors which affect the rights of the utility to retain such revenues or recover amounts paid with respect to power or gas purchases. 11 Give concise explanations concerning significant amounts of any refunds made or received during the year resulting from settlement of any rate proceeding affecting revenues received or costs incurred for power or gas purchases, and a summary of the adjustments made to balance sheet, income, and expense accounts. 12. If any notes appearing in the report to stockholders are applicable to the Statement of Income, such notes may be included at page 122. 13. Enter on page 122 a concise explanation of only those changes in accounting methods made during the year which had an effect on net income, including the basis of allocations and apportionments from those used in the preceding year. Also, give the appropriate dollar effect of such changes. 14. Explain in a footnote if the previous year's/quarter's figures are different from that reported in prior reports. 15. If the columns are insufficient for reporting additional utility departments, supply the appropriate account titles report the information in a footnote to							
						ELECTRIC UTILITY		GAS UTILITY		OTHER UTILITY			
1	UTILITY OPERATING INCOME												1
2	Operating Revenues (400)	300-301	9,500,790,913	9,662,131,430			9,500,790,913	9,662,131,430					2
3	Operating Expenses												3
4	Operating Expenses (401)	320-323	4,021,496,176	4,754,828,678			4,021,496,176	4,754,828,678					4
5	Maintenance Expenses (402)	320-323	600,700,996	671,919,365			600,700,996	671,919,365					5
6	Depreciation Expense (403)	336-337	1,312,949,879	1,249,503,490			1,312,949,879	1,249,503,490					6
7	Depreciation Expense for Asset Retirement Costs (403.1)	336-337	8,944,090	4,972,635			8,944,090	4,972,635					7
8	Amort. & Depl. Of Utility Plant (404-405)		125,439,156	79,067,344			125,439,156	79,067,344					8
9	Amort. of Utility Plant Acq. Adj. (406)	336-337	217,983	217,983			217,983	217,983					9
10	Amort. Property Losses, Unrecovered Plant and Regulatory Study Costs (407)		176,874,755	58,000,453			176,874,755	58,000,453					10
11	Amort. of Conversion Expenses (407)												11
12	Regulatory Debits (407.3)		410,272,084	635,310,421			410,272,084	635,310,421					12
13	(Less) Regulatory Credits (407.4)		109,042,405	287,309,869			109,042,405	287,309,869					13
14	Taxes Other Than Income Taxes (408.1)	262-263	298,505,418	294,361,334			298,505,418	294,361,334					14
15	Income Taxes - Federal (409.1)	262-263	(107,169,707)	(27,655,784)			(107,169,707)	(27,655,784)					15
16	Other (409.1)	262-263	8,532,565	(8,721,155)			8,532,565	(8,721,155)					16
17	Provision for Deferred Income Taxes (410.1)	234, 272-277	2,417,521,529	2,429,535,244			2,417,521,529	2,429,535,244					17
18	(Less) Provision for Deferred Income Taxes-Cr. (411.1)	234, 272-277	1,962,574,392	2,212,539,755			1,962,574,392	2,212,539,755					18
19	Investment Tax Credit Adj. - Net (411.4)		7,462,322	15,299,669			7,462,322	15,299,669					19
20	(Less) Gains from Disp. Of Utility Plant (411.6)		1,019,888				1,019,888						20
21	Losses from Disp. Of Utility Plant (411.7)		6,626,348	60,004			6,626,348	60,004					21
22	(Less) Gains from Disposition of Allowances (411.8)		2,077,000	14,165,750			2,077,000	14,165,750					22
23	Losses from Disposition of Allowances (411.9)												23
24	Accretion Expense (411.10)		126,939,747	116,853,691			126,939,747	116,853,691					24
25	TOTAL Utility Operating Expenses (Enter Total of lines 4 thru 24)		7,340,599,636	7,739,528,018			7,340,599,636	7,739,528,018					25
26	Net Util Oper Inc (Enter Tot Line 2 less 25). Carry to Pg117, line 27		2,160,191,277	1,922,603,412			2,160,191,277	1,922,603,412					26
PAGE 117						PAGE 117a							
27	Net Utility Operating Income (Carried forward from page 114)		2,160,191,277	1,922,603,412									27
28	Other Income and Deductions												28
29	Other Income												29
30	Nonutility Operating Income												30
31	Revenues From Merchandising, Jobbing and Contract Work (415)		10,418,598	20,408,028			10,418,598						31
32	(Less) Costs and Exp. Of Merchandising, Job, & Contract Work (416)		12,721,223	17,155,702			12,721,223						32
33	Revenues from Nonutility Operations (417)		866,582				866,582						33
34	(Less) Expenses of Nonutility Operations (417.1)		8,739	26,760			8,739						34
35	Nonoperating Rental Income (418)												35
36	Equity in Earnings of Subsidiary Companies (418.1)	119	(679,657)	(2,236,417)			(679,657)						36
37	Interest and Dividend Income (419)		23,042,695	19,893,656			23,042,695						37
38	Allowance for Other Funds Used During Construction (419.1)		57,727,358	65,863,734			57,727,358						38
39	Miscellaneous Nonoperating Income (421)		153,485,919	(13,843,703)			153,485,919						39
40	Gain on Disposition of Property (421.1)		7,892,218	21,773			7,892,218						40
41	TOTAL Other Income (Enter Total of lines 31 thru 40)		240,023,751	72,824,509			240,023,751						41
42	Other Income Deductions												42
43	Loss on Disposition of Property (421.2)		(250,349)	(654,423)			(250,349)						43
44	Miscellaneous Amortization (425)												44
45	Donations (426.1)		10,293,688	10,458,271			10,293,688						45
46	Life Insurance (426.2)		371,465	342,856			371,465						46
47	Penalties (426.3)		14,977	498,347			14,977						47
48	Exp for Certain Civic, Political & Related Activities (426.4)		12,705,000	7,120,167			12,705,000						48
49	Other Deductions (426.5)		84,102,242	90,920,953			84,102,242						49
50	TOTAL Other Income Deductions (Total of lines 43 thru 49)		107,237,003	108,686,171			107,237,003						50
51	Taxes Applicable to Other Income and Deductions												51
52	Taxes Other Than Income Taxes (408.2)	262-263	61,038	67,554			61,038						52
53	Income Taxes - Federal (409.2)	262-263	(6,408,822)	44,937,369			(6,408,822)						53
54	Income Taxes - Other (409.2)	262-263	(2,417,414)	12,378,818			(2,417,414)						54
55	Provision for Deferred Income Taxes (410.2)	234, 272-277	660,542,838	534,050,991			660,542,838						55
56	(Less) Provision for Deferred Income Taxes-Cr (411.2)	234, 272-277	614,184,699	575,085,941			614,184,699						56
57	Investment Tax Credit Adj. - Net (411.5)												57
58	(Less) Investment Tax Credits (420)												58
59	TOTAL Taxes on Other Income and Deduction (Total of lines 52-58)		37,592,941	16,345,691			37,592,941						59
60	Net Other Income and Deductions (Total of lines 41, 50, 59)		95,193,807	(52,207,353)			95,193,807						60
61	Interest Charges												61
62	Interest on Long-Term Debt (427)		688,059,114	625,058,428			688,059,114	625,058,428					62
63	Amort. of Debt Disc. and Expense (428)		10,315,831	9,514,520			10,315,831	9,514,520					63
64	Amortization of Loss on Rescued Debt (428.1)		57,505	122,509			57,505	122,509					64
65	(Less) Amort. of Premium on Debt-Credit (429)		520,698	1,030,951			520,698	1,030,951					65
66	(Less) Amortization of Gain on Rescued Debt-Credit (429.1)		107,293	101,126			107,293	101,126					66
67	Interest on Debt to Assoc. Companies (430)		88,931,321	17,555,020			88,931,321	17,555,020					67
68	Other Interest Expense (431)		58,486,860	42,486,006			58,486,860	42,486,006					68
69	(Less) Allowance for Borrowed Funds Used During Construction-Cr. (432)		41,553,973	38,127,887			41,553,973	38,127,887					69
70	Net Interest Charges (Total of lines 62 thru 69)		803,708,759	655,476,519			803,708,759	655,476,519					70
71	Income Before Extraordinary Items (Total of Lines 27, 60 and 70)		1,451,676,325	1,214,919,540			1,451,676,325	1,214,919,540					71
72	Extraordinary Items												72
73	Extraordinary Income (434)												73
74	(Less) Extraordinary Deductions (435)												74
75	Net Extraordinary Items (Total of Line 73 less line 74)												75
76	Income Taxes-Federal and Other (409.3)	262-263											76
77	Extraordinary Items After Taxes (line 75 less line 76)												77
78	Net Income (Total of lines 71 and 77)		1,451,676,325	1,214,919,540			1,451,676,325	1,214,919,540					78