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December 16, 2021

**VIA ELECTRONIC FILING**

Ms. A. Shonta Dunston  
Chief Clerk  
North Carolina Utilities Commission  
4325 Mail Service Center  
Raleigh, NC 27699-4300

**RE: Duke Energy Carolinas, LLC and Duke Energy Progress, LLC's  
Proposed Revisions to Service Regulations and Rate Schedules  
Docket Nos. E-7, Sub 1214 and E-2, Sub 1219**

Dear Ms. Dunston:

Enclosed are proposed changes to the Service Regulations and certain rate schedules of Duke Energy Carolinas, LLC ("DEC") and Duke Energy Progress, LLC ("DEP"). These changes, if approved, will create alignment between DEC and DEP Service Regulations with respect to the Permanent Foundation requirement for tiny homes and will also clarify the Minimum Bill language for non-residential customers.

**Permanent Foundation Requirement for Tiny Homes**

DEC proposes changes to the Availability provisions of certain residential tariffs (listed below) to delete the requirement that facilities be permanent, thus reflecting a more liberal application of residential rate provisions as part of the resolution of the "tiny homes" issue.

Schedule ES (NC) Residential Service, Energy Star  
Schedule RE (NC) Residential Service, Electric Water Heating and Space Conditioning  
Schedule RETC (NC) Residential Service for All-Electric Customers Time of Use with Critical Peak Pricing  
Schedule RS (NC) Residential Service  
Schedule RSTC (NC) Residential Service Time of Use with Critical Peak Pricing  
Schedule RT (NC) Residential Service, Time of Use

DEC also proposes revisions to its Service Regulations to allow eligible tiny homes to be billed on a residential rate schedule, which DEP Service Regulations currently allow. See Attachment A for DEC's revised tariffs and Attachment B for DEC's revised Service Regulations reflecting the proposed changes, in both clean and redlined forms.

OFFICIAL COPY

Dec 16 2021

### Minimum Bill Language for Non-residential Customers

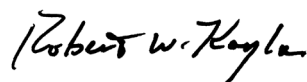
DEC proposes changes to the Minimum Bill provisions of certain non-residential tariffs (listed below) to reflect the existing policy that the minimum bill for new service installations will not be applied until the fourth full month. With the implementation of Customer Connect, DEC realized that this policy should be stated explicitly in the applicable tariffs.

Schedule HP (NC) Hourly Pricing for Incremental Load  
Schedule I (NC) Industrial Service  
Schedule LGS (NC) Large General Service  
Schedule OPT-V (NC) Optional Power Service, Time of Use at Voltage Differential  
Schedule PG (NC) Parallel Generation  
Schedule SGS (NC) Small General Service  
Schedule SGSTC (NC) Small General Service, Time of Use with Critical Peak Pricing

DEP proposes changes to its Service Regulations to reflect the existing policy for the application of contract demand to rates, making clear that the customer has a “build-up” period to grow load for the first 12 months of new or increased service. Like DEC, with the implementation of Customer Connect, DEP realized the benefits of stating this practice explicitly. See Attachment C for DEC tariff revisions and Attachment D for DEP Service Regulation revisions, in both clean and redlined forms.

DEC and DEP respectfully request the Commission's approval by February 1, 2022.

Sincerely,



Robert W. Kaylor, P.A.

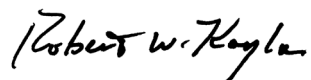
Enclosures

cc: Parties of Record

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of Duke Energy Carolinas, LLC and Duke Energy Progress, LLC's Proposed Revisions to Service Regulations and Rate Schedules, in Docket Nos. E-7, Sub 1214 and E-2, Sub 1219, has been served by electronic mail (e-mail), hand delivery or by depositing a copy in the United States Mail, first class postage prepaid, properly addressed to the parties of record.

This the 16<sup>th</sup> day of December 2021



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State Bar No. 6237

Attorney for Duke Energy Carolinas, LLC  
and Duke Energy Progress, LLC

**ATTACHMENT A**

**DEC TARIFF REVISIONS**

**PERMANENT FOUNDATION**

**(CLEAN AND REDLINED)**

**SCHEDULE ES (NC)**  
**RESIDENTIAL SERVICE, ENERGY STAR**

AVAILABILITY (North Carolina Only)

Available only to residential customers in residences, condominiums, manufactured homes, or individually-metered apartments which provide independent facilities complete for living, sleeping, eating, cooking, and sanitation, and which are certified to meet the standards of the Energy Star program of the United States Department of Energy and Environmental Protection Agency.

To qualify for service under this Schedule compliance with the Energy Star standards must be verified by a third party independent Home Energy Rating System (HERS) rater working for an approved HERS provider.

Power delivered under this schedule shall not be used for resale except to landlords for individually-metered residences leased by the bedroom, and where the landlord has complied with Chapter 22 of the Rules of the North Carolina Utilities Commission. Additionally, power delivered under this schedule shall not be used in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

Electric space heating and/or electric domestic water heating are not required, but if present, must meet the standards outlined below to qualify for the All-Electric rate, and must be permanently be installed in accordance with sound engineering practices and the manufacturer's recommendations. In addition, to qualify for service under this schedule all electric energy used in the dwelling must be recorded through a single meter.

Energy Star Home Certification criteria may vary based on the geographical location of the residence. The criteria for each county served by Company and a list of independent HERS raters are available from the Company or on the Energy Star web site at [www.energystar.gov](http://www.energystar.gov).

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts; or
- 3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

RATE

	<u>Standard</u>	<u>All-Electric</u>
I. Basic Facilities Charge per month	\$14.00	\$14.00
II. Energy Charges		
<u>For the billing months of July – October</u>		
For the first 350 kWh used per month, per kWh	9.3826¢	9.0710¢
For all over 350 kWh used per month, per kWh	8.9135¢	8.6175¢
<u>For the billing months of November – June</u>		
For the first 350 kWh used per month, per kWh	9.3826¢	9.0710¢
For all over 350 kWh used per month, per kWh	8.9135¢	7.6484¢

SCHEDULE ES (NC)  
RESIDENTIAL SERVICE, ENERGY STARRIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

REQUIREMENTS

The Standard rate above is applicable to residences where the Energy Star standards are met, irrespective of the source of energy used for water heating or environmental space conditioning.

The All-Electric rate above is applicable to residences where the Energy Star standards are met and all energy required for all water heating cooking, clothes drying and environmental space conditioning is supplied electrically, except that which may be supplied by non-fossil sources such as solar.

1. Water heaters shall be of the automatic insulated storage type, of not less than 30-gallon capacity and may be equipped with only a lower element or with a lower element and an upper element.
2. Water heaters having only a lower element may have wattages up to but not exceeding the wattages shown below for various tank capacities.

<u>Tank Capacity in Gallons</u>	<u>Maximum Single Element Wattage</u>
30 – 49	4500
50 – 119	5500
120 and larger	Special approval

3. The total wattage of the elements in a water heater with a lower element and an upper element may not exceed the specific wattages above unless the water heater has interlocking thermostats to prevent simultaneous operation of the two elements such that the maximum wattage is not exceeded during operation.

Billing of service under this schedule will begin after the Customer has provided the Company with certification that the residence meets the Energy Star standards. In addition, if the residence meets the All-Electric Rate requirements, billing of service under the All-Electric rate will begin after the Customer has provided satisfactory documentation that the residence meets the All-Electric rate requirements. The Company at all reasonable times shall have the right to periodically inspect the premises of the Customer for compliance with the requirements, subsequent to the initial inspection.

SCHEDULE ES (NC)  
RESIDENTIAL SERVICE, ENERGY STAR

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

SCHEDULE RE (NC)  
RESIDENTIAL SERVICE  
ELECTRIC WATER HEATING AND SPACE CONDITIONING

AVAILABILITY (North Carolina Only)

Available only to residential customers in residences, condominiums, manufactured homes, or individually-metered apartments which provide independent facilities complete for living, sleeping, eating, cooking, and sanitation. In addition, all energy required for all water heating, cooking, clothes drying, and environmental space conditioning must be supplied electrically, and all electric energy used in such dwelling must be recorded through a single meter.

Power delivered under this schedule shall not be used for resale except to landlords for individually-metered residences leased by the bedroom, and where the landlord has complied with Chapter 22 of the Rules of the North Carolina Utilities Commission. Additionally, power delivered under this schedule shall not be used in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

To qualify for service under this Schedule, the environmental space conditioning system and a separate electric water heater must permanently be installed in accordance with sound engineering practices and the manufacturer's recommendations, and both shall meet the requirements below.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts; or
- 3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

RATE

I.	Basic Facilities Charge per month	\$14.00
II.	Energy Charges	
	<u>For the billing months of July – October</u>	
	All kWh*	9.0710¢
	<u>For the billing months of November – June</u>	
	For the first 350 kWh used per month, per kWh*	9.0710¢
	For all over 350 kWh used per month, per kWh	8.0509¢

- \* For customers receiving Supplemental Security Income (SSI) under the program administered by the Social Security Administration and who are blind, disabled, or 65 years of age or over, the rate for the first 350 kWh used per month shall be 8.1975 cents per kWh. This is an experimental rate authorized by the North Carolina Utilities Commission on August 31, 1978. The present maximum discount to customers being served under this experiment is \$3.06 per month.

RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.



**SCHEDULE RE (NC)**  
**RESIDENTIAL SERVICE**  
**ELECTRIC WATER HEATING AND SPACE CONDITIONING**

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

**REQUIREMENTS**

An electric water heater meeting the specifications set forth below must be installed and used to supply the entire water heating requirements, except that which may be supplied by non-fossil sources such as solar.

1. Water heaters shall be of the automatic insulated storage type, of not less than 30-gallon capacity and may be equipped with only a lower element or with a lower element and an upper element.
2. Water heaters having only a lower element may have wattages up to but not exceeding the wattages shown below for various tank capacities.

<u>Tank Capacity in Gallons</u>	<u>Maximum Single Element Wattage</u>
30 – 49	4,500
50 – 119	5,500
120 and larger	Special approval

3. The total wattage of the elements in a water heater with a lower element and an upper element may not exceed the specific wattages above unless the water heater has interlocking thermostats to prevent simultaneous operation of the two elements such that the maximum wattage is not exceeded during operation.

Electric space conditioning meeting the specifications set forth below must be installed and used to supply the entire space conditioning requirements, except that which may be supplied by supplemental non-fossil sources such as solar.

1. Room-type systems shall be controlled by individual room thermostats.
2. Heat pumps shall be controlled by two-stage heating thermostats, the first stage controlling compressor operation and the second stage controlling all auxiliary resistance heaters. Auxiliary heaters shall be limited to 48 amps (11.5 KW at 240 volts) each and shall be switched so that the energizing of each successive heater is controlled by a separate adjustable outdoor thermostat. A manual switch for by-pass of the first stage and the interlock of the second stage of the heating thermostat will be permitted.
3. Excess heating capacity (15% more than total calculated heat losses) may be disconnected at the option of the Company.
4. Total heat loss shall not exceed 30 BTUH (at 60 degrees F. temperature differential) per square foot of net heated area. Duke Power's procedure for calculating heat loss or the current edition of ASHRAE (American Society of Heating, Refrigerating, and Air Conditioning Engineers) Guide shall be the source for heat loss calculations. Duct or pipe losses shall be included in the computation of total heat losses.

SCHEDULE RE (NC)  
RESIDENTIAL SERVICE  
ELECTRIC WATER HEATING AND SPACE CONDITIONING

Billing of service under this schedule will begin after the Customer has notified the Company that qualifications have been met. The Company at all reasonable times shall have the right to periodically inspect the premises of the Customer for compliance with the requirements, subsequent to the initial inspection.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

**SCHEDULE RETC (NC)  
RESIDENTIAL SERVICE FOR ALL-ELECTRIC CUSTOMERS:  
TIME OF USE WITH CRITICAL PEAK PRICING**

**AVAILABILITY (North Carolina Only)**

Available only to residential customers in residences, condominiums, mobile homes, or individually-metered apartments which provide independent facilities complete for living, sleeping, eating, cooking, and sanitation. In addition, all energy required for all water heating, cooking, clothes drying, and environmental space conditioning must be supplied electrically, and all electric energy used in such dwelling must be recorded through a single meter.

Power delivered under this schedule shall not be used for resale except to landlords for individually-metered residences leased by the bedroom, and where the landlord has complied with Chapter 22 of the Rules of the North Carolina Utilities Commission. Additionally, power delivered under this schedule shall not be used in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

To qualify for service under this Schedule, the environmental space conditioning system and a separate electric water heater must permanently be installed in accordance with sound engineering practices and the manufacturer's recommendations, and both shall meet the requirements below.

**TYPE OF SERVICE**

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts; or
- 3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

**RATE**

I.	Basic Facilities Charge, per month	\$14.00
II.	Energy Charge	
a.	Critical Peak Energy per month, per kWh	35.0000¢
b.	On-Peak Energy per month, per kWh	16.8762¢
c.	Off-Peak Energy per month, per kWh	7.7044¢
d.	Discount Energy per month, per kWh	5.5734¢

**RIDERS**

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to each of the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider

North Carolina Second Revised Leaf No. 137  
Effective for service rendered on and after \_\_\_\_\_  
NCUC Docket No. E-7, Sub 1214, Order dated \_\_\_\_\_

**SCHEDULE RETC (NC)  
RESIDENTIAL SERVICE FOR ALL-ELECTRIC CUSTOMERS:  
TIME OF USE WITH CRITICAL PEAK PRICING**

Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

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

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

\*Holidays include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

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

**DETERMINATION OF CRITICAL PEAK PRICING**

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

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

**NOTIFICATION OF CRITICAL PEAK PRICING**

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

SCHEDULE RETC (NC)  
RESIDENTIAL SERVICE FOR ALL-ELECTRIC CUSTOMERS:  
TIME OF USE WITH CRITICAL PEAK PRICING

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately 30 days.

MINIMUM BILL

The minimum bill shall be the Basic Facilities Charge.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on 30 days written notice.

GENERAL PROVISIONS

Participating customers must provide and maintain internet accessibility, an email address, and/or means to receive phone calls or text messages, as appropriate, at the Customer's expense in order for the Company to provide notification for Critical Peak Pricing.

SCHEDULE RS (NC)  
RESIDENTIAL SERVICEAVAILABILITY (North Carolina Only)

Available only to residential customers in residences, condominiums, manufactured homes, or individually-metered apartments which provide independent facilities complete for living, sleeping, eating, cooking, and sanitation.

Power delivered under this schedule shall not be used for resale except to landlords for individually-metered residences leased by the bedroom, and where the landlord has complied with Chapter 22 of the Rules of the North Carolina Utilities Commission. Additionally, power delivered under this schedule shall not be used in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts; or
- 3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

RATE

- |     |   |          |
|-----|---|----------|
| I.  | Basic Facilities Charge per month   | \$ 14.00 |
| II. | Energy Charges  |          |
|     | <u>For the billing months of July - October</u>   |          |
|     | For all kWh used per month, per kWh*  | 9.3826¢  |
|     | <u>For the billing months of November – June</u>  |          |
|     | For all kWh used per month, per kWh*  | 9.3826¢  |
| *   | For customers receiving Supplemental Security Income (SSI) under the program administered by the Social Security Administration and who are blind, disabled, or 65 years of age or over, the rate for the first 350 kWh used per month shall be 8.4772 cents per kWh. This is an experimental rate authorized by the North Carolina Utilities Commission on August 31, 1978. The present maximum discount to customers being served under this experiment is \$ 3.17 per month. |          |

RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

- |             |   |
|-------------|---|
| Leaf No. 59 | EDIT-1 Rider                                |
| Leaf No. 60 | Fuel Cost Adjustment Rider                  |
| Leaf No. 62 | Energy Efficiency Rider                     |
| Leaf No. 64 | Existing DSM Program Costs Adjustment Rider |

**SCHEDULE RS (NC)  
RESIDENTIAL SERVICE**

Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

**PAYMENT**

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

**CONTRACT PERIOD**

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

**SCHEDULE RSTC (NC)  
RESIDENTIAL SERVICE:  
TIME OF USE WITH CRITICAL PEAK PRICING**

**AVAILABILITY (North Carolina Only)**

Available only to residential customers in residences, condominiums, mobile homes, or individually-metered apartments which provide independent facilities for living, sleeping, eating, cooking, and sanitation.

Power delivered under this schedule shall not be used for resale except to landlords for individually-metered residences leased by the bedroom, and where the landlord has complied with Chapter 22 of the Rules of the North Carolina Utilities Commission. Additionally, power delivered under this schedule shall not be used or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the Customer.

**TYPE OF SERVICE**

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or

3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

**RATE**

I.	Basic Facilities Charge, per month	\$14.00
II.	Energy Charge	
a.	Critical Peak Energy per month, per kWh	35.0000¢
b.	On-Peak Energy per month, per kWh	19.2297¢
c.	Off-Peak Energy per month, per kWh	8.4187¢
d.	Discount Energy per month, per kWh	6.0864¢

**RIDERS**

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to each of the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider



**SCHEDULE RSTC (NC)  
RESIDENTIAL SERVICE:  
TIME OF USE WITH CRITICAL PEAK PRICING**

Leaf No. 131      EDIT-4 Rider  
Leaf No. 135      Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

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

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

\*Holidays include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

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

**DETERMINATION OF CRITICAL PEAK PRICING**

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

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

**NOTIFICATION OF CRITICAL PEAK PRICING**

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

**DEFINITION OF "MONTH"**

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately 30 days.

**MINIMUM BILL**

The minimum bill shall be the Basic Facilities Charge.

North Carolina Second Revised Leaf No. 136  
Effective for service rendered on and after \_\_\_\_\_  
NCUC Docket No. E-7, Sub 1214, Order dated \_\_\_\_\_

SCHEDULE RSTC (NC)  
RESIDENTIAL SERVICE:  
TIME OF USE WITH CRITICAL PEAK PRICING

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on 30 days written notice.

GENERAL PROVISIONS

Participating customers must provide and maintain internet accessibility, an email address, and/or means to receive phone calls or text messages, as appropriate, at the Customer's expense in order for the Company to provide notification for Critical Peak Pricing.

SCHEDULE RT (NC)  
RESIDENTIAL SERVICE, TIME OF USEAVAILABILITY (North Carolina Only)

Available on a voluntary basis to individually-metered residential customers in residences, condominiums, manufactured homes, or apartments which provide independent facilities for living, sleeping, eating, cooking, and sanitation.

Power delivered under this schedule shall not be used for resale except to landlords for individually-metered residences leased by the bedroom, and where the landlord has complied with Chapter 22 of the Rules of the North Carolina Utilities Commission. Additionally, power delivered under this schedule shall not be used in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts; or
- 3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

RATE

I.	Basic Facilities Charge per month	\$14.00	
II.	On-Peak Demand Charge per month, per kW	Summer Months	Winter Months
		<u>June 1 – September 30</u>	<u>October 1 – May 31</u>
		\$7.37	\$4.79
III.	Energy Charge	<u>All Months</u>	
	a. On-Peak energy per month, per kWh	6.7258¢	
	b. Off-Peak energy per month, per kWh	5.3707¢	

RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider

**SCHEDULE RT (NC)**  
**RESIDENTIAL SERVICE, TIME OF USE**

Leaf No. 129      EDIT-3 Rider  
Leaf No. 131      EDIT-4 Rider  
Leaf No. 135      Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

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

	Summer Months <u>June 1 – September 30</u>	Winter Months <u>October 1 – May 31</u>
On-Peak Period Hours	1:00 p.m. – 7:00 p.m. Monday – Friday	7:00 a.m. – 12:00 noon Monday - Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours.  All hours for the following holidays shall be considered as Off-Peak: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.	

**DEFINITION OF "MONTH"**

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately thirty (30) days.

Summer months' rates apply to service from June 1 through September 30. Winter months' rates apply to service from October 1 through May 31.

**DETERMINATION OF BILLING DEMAND**

The On-Peak Demand for billing purposes each month shall be the maximum integrated thirty-minute demand measured for the On-Peak period during the month for which the bill is rendered.

**MINIMUM BILL**

The minimum bill shall be the Basic Facilities Charge.

**PAYMENT**

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

**CONTRACT PERIOD**

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

## SCHEDULE ES (NC) RESIDENTIAL SERVICE, ENERGY STAR

### AVAILABILITY (North Carolina Only)

Available only to residential customers in residences, condominiums, manufactured homes, or individually-metered apartments which provide independent ~~and permanent~~ facilities complete for living, sleeping, eating, cooking, and sanitation, and which are certified to meet the standards of the Energy Star program of the United States Department of Energy and Environmental Protection Agency.

To qualify for service under this Schedule compliance with the Energy Star standards must be verified by a third party independent Home Energy Rating System (HERS) rater working for an approved HERS provider.

Power delivered under this schedule shall not be used for resale except to landlords for individually-metered residences leased by the bedroom, and where the landlord has complied with Chapter 22 of the Rules of the North Carolina Utilities Commission. Additionally, power delivered under this schedule shall not be used in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

Electric space heating and/or electric domestic water heating are not required, but if present, must meet the standards outlined below to qualify for the All-Electric rate, and must be permanently be installed in accordance with sound engineering practices and the manufacturer's recommendations. In addition, to qualify for service under this schedule all electric energy used in the dwelling must be recorded through a single meter.

Energy Star Home Certification criteria may vary based on the geographical location of the residence. The criteria for each county served by Company and a list of independent HERS raters are available from the Company or on the Energy Star web site at [www.energystar.gov](http://www.energystar.gov).

### TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts; or
- 3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

### RATE

	<u>Standard</u>	<u>All-Electric</u>
I. Basic Facilities Charge per month	\$14.00	\$14.00
II. Energy Charges		
<u>For the billing months of July – October</u>		
For the first 350 kWh used per month, per kWh	9.3826¢	9.0710¢
For all over 350 kWh used per month, per kWh	8.9135¢	8.6175¢
<u>For the billing months of November – June</u>		
For the first 350 kWh used per month, per kWh	9.3826¢	9.0710¢
For all over 350 kWh used per month, per kWh	8.9135¢	7.6484¢

## SCHEDULE ES (NC) RESIDENTIAL SERVICE, ENERGY STAR

### RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

### REQUIREMENTS

The Standard rate above is applicable to residences where the Energy Star standards are met, irrespective of the source of energy used for water heating or environmental space conditioning.

The All-Electric rate above is applicable to residences where the Energy Star standards are met and all energy required for all water heating cooking, clothes drying and environmental space conditioning is supplied electrically, except that which may be supplied by non-fossil sources such as solar.

1. Water heaters shall be of the automatic insulated storage type, of not less than 30-gallon capacity and may be equipped with only a lower element or with a lower element and an upper element.
2. Water heaters having only a lower element may have wattages up to but not exceeding the wattages shown below for various tank capacities.

<u>Tank Capacity in Gallons</u>	<u>Maximum Single Element Wattage</u>
30 – 49	4500
50 – 119	5500
120 and larger	Special approval

3. The total wattage of the elements in a water heater with a lower element and an upper element may not exceed the specific wattages above unless the water heater has interlocking thermostats to prevent simultaneous operation of the two elements such that the maximum wattage is not exceeded during operation.

Billing of service under this schedule will begin after the Customer has provided the Company with certification that the residence meets the Energy Star standards. In addition, if the residence meets the All-Electric Rate requirements, billing of service under the All-Electric rate will begin after the Customer has provided satisfactory documentation that the residence meets the All-Electric rate requirements. The Company at all reasonable times shall have the right to periodically inspect the premises of the Customer for compliance with the requirements, subsequent to the initial inspection.

SCHEDULE ES (NC)  
RESIDENTIAL SERVICE, ENERGY STAR

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

SCHEDULE RE (NC)  
RESIDENTIAL SERVICE  
ELECTRIC WATER HEATING AND SPACE CONDITIONING

AVAILABILITY (North Carolina Only)

Available only to residential customers in residences, condominiums, manufactured homes, or individually-metered apartments which provide independent ~~and permanent~~ facilities complete for living, sleeping, eating, cooking, and sanitation. In addition, all energy required for all water heating, cooking, clothes drying, and environmental space conditioning must be supplied electrically, and all electric energy used in such dwelling must be recorded through a single meter.

Power delivered under this schedule shall not be used for resale except to landlords for individually-metered residences leased by the bedroom, and where the landlord has complied with Chapter 22 of the Rules of the North Carolina Utilities Commission. Additionally, power delivered under this schedule shall not be used in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

To qualify for service under this Schedule, the environmental space conditioning system and a separate electric water heater must permanently be installed in accordance with sound engineering practices and the manufacturer's recommendations, and both shall meet the requirements below.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or

3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

RATE

I. Basic Facilities Charge per month \$14.00

II. Energy Charges

For the billing months of July – October

All kWh\* 9.0710¢

For the billing months of November – June

For the first 350 kWh used per month, per kWh\* 9.0710¢

For all over 350 kWh used per month, per kWh 8.0509¢

- \* For customers receiving Supplemental Security Income (SSI) under the program administered by the Social Security Administration and who are blind, disabled, or 65 years of age or over, the rate for the first 350 kWh used per month shall be 8.1975 cents per kWh. This is an experimental rate authorized by the North Carolina Utilities Commission on August 31, 1978. The present maximum discount to customers being served under this experiment is \$3.06 per month.

RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

North Carolina Fifty-~~Third~~~~Fourth~~ Revised Leaf No. 13

Effective for service rendered on and after ~~December 1, 2021~~

NCUC Docket No. E-7, Sub ~~12431214~~, Order dated ~~July 13, 2021~~



SCHEDULE RE (NC)  
RESIDENTIAL SERVICE  
ELECTRIC WATER HEATING AND SPACE CONDITIONING

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

#### REQUIREMENTS

An electric water heater meeting the specifications set forth below must be installed and used to supply the entire water heating requirements, except that which may be supplied by non-fossil sources such as solar.

1. Water heaters shall be of the automatic insulated storage type, of not less than 30-gallon capacity and may be equipped with only a lower element or with a lower element and an upper element.
2. Water heaters having only a lower element may have wattages up to but not exceeding the wattages shown below for various tank capacities.

<u>Tank Capacity in Gallons</u>	<u>Maximum Single Element Wattage</u>
30 – 49	4,500
50 – 119	5,500
120 and larger	Special approval

3. The total wattage of the elements in a water heater with a lower element and an upper element may not exceed the specific wattages above unless the water heater has interlocking thermostats to prevent simultaneous operation of the two elements such that the maximum wattage is not exceeded during operation.

Electric space conditioning meeting the specifications set forth below must be installed and used to supply the entire space conditioning requirements, except that which may be supplied by supplemental non-fossil sources such as solar.

1. Room-type systems shall be controlled by individual room thermostats.
2. Heat pumps shall be controlled by two-stage heating thermostats, the first stage controlling compressor operation and the second stage controlling all auxiliary resistance heaters. Auxiliary heaters shall be limited to 48 amps (11.5 KW at 240 volts) each and shall be switched so that the energizing of each successive heater is controlled by a separate adjustable outdoor thermostat. A manual switch for by-pass of the first stage and the interlock of the second stage of the heating thermostat will be permitted.
3. Excess heating capacity (15% more than total calculated heat losses) may be disconnected at the option of the Company.
4. Total heat loss shall not exceed 30 BTUH (at 60 degrees F. temperature differential) per square foot of net heated area. Duke Power's procedure for calculating heat loss or the current edition of ASHRAE (American Society of Heating, Refrigerating, and Air Conditioning Engineers) Guide shall be the source for heat loss calculations. Duct or pipe losses shall be included in the computation of total heat losses.

SCHEDULE RE (NC)  
RESIDENTIAL SERVICE  
ELECTRIC WATER HEATING AND SPACE CONDITIONING

Billing of service under this schedule will begin after the Customer has notified the Company that qualifications have been met. The Company at all reasonable times shall have the right to periodically inspect the premises of the Customer for compliance with the requirements, subsequent to the initial inspection.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

**SCHEDULE RETC (NC)**  
**RESIDENTIAL SERVICE FOR ALL-ELECTRIC CUSTOMERS:**  
**TIME OF USE WITH CRITICAL PEAK PRICING**

**AVAILABILITY (North Carolina Only)**

Available only to residential customers in residences, condominiums, mobile homes, or individually-metered apartments which provide independent ~~and permanent~~ facilities complete for living, sleeping, eating, cooking, and sanitation. In addition, all energy required for all water heating, cooking, clothes drying, and environmental space conditioning must be supplied electrically, and all electric energy used in such dwelling must be recorded through a single meter.

Power delivered under this schedule shall not be used for resale except to landlords for individually-metered residences leased by the bedroom, and where the landlord has complied with Chapter 22 of the Rules of the North Carolina Utilities Commission. Additionally, power delivered under this schedule shall not be used in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

To qualify for service under this Schedule, the environmental space conditioning system and a separate electric water heater must permanently be installed in accordance with sound engineering practices and the manufacturer's recommendations, and both shall meet the requirements below.

**TYPE OF SERVICE**

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts; or
- 3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

**RATE**

I.	Basic Facilities Charge, per month	\$14.00
II.	Energy Charge	
a.	Critical Peak Energy per month, per kWh	35.0000¢
b.	On-Peak Energy per month, per kWh	16.8762¢
c.	Off-Peak Energy per month, per kWh	7.7044¢
d.	Discount Energy per month, per kWh	5.5734¢

**RIDERS**

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to each of the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider

North Carolina ~~First~~Second Revised Leaf No. 137

Effective for service rendered on and after ~~December 1, 2021~~

NCUC Docket No. E-7, Sub ~~1243~~1214, Order dated ~~July 13, 2021~~

**SCHEDULE RETC (NC)  
RESIDENTIAL SERVICE FOR ALL-ELECTRIC CUSTOMERS:  
TIME OF USE WITH CRITICAL PEAK PRICING**

Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

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

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

\*Holidays include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

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

**DETERMINATION OF CRITICAL PEAK PRICING**

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

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

**NOTIFICATION OF CRITICAL PEAK PRICING**

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

SCHEDULE RETC (NC)  
RESIDENTIAL SERVICE FOR ALL-ELECTRIC CUSTOMERS:  
TIME OF USE WITH CRITICAL PEAK PRICING

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately 30 days.

MINIMUM BILL

The minimum bill shall be the Basic Facilities Charge.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on 30 days written notice.

GENERAL PROVISIONS

Participating customers must provide and maintain internet accessibility, an email address, and/or means to receive phone calls or text messages, as appropriate, at the Customer's expense in order for the Company to provide notification for Critical Peak Pricing.

## SCHEDULE RS (NC) RESIDENTIAL SERVICE

### AVAILABILITY (North Carolina Only)

Available only to residential customers in residences, condominiums, manufactured homes, or individually-metered apartments which provide independent ~~and permanent~~ facilities complete for living, sleeping, eating, cooking, and sanitation.

Power delivered under this schedule shall not be used for resale except to landlords for individually-metered residences leased by the bedroom, and where the landlord has complied with Chapter 22 of the Rules of the North Carolina Utilities Commission. Additionally, power delivered under this schedule shall not be used in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

### TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or

3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

### RATE

I. Basic Facilities Charge per month \$ 14.00

II. Energy Charges

For the billing months of July - October

For all kWh used per month, per kWh\* 9.3826¢

For the billing months of November – June

For all kWh used per month, per kWh\* 9.3826¢

\* For customers receiving Supplemental Security Income (SSI) under the program administered by the Social Security Administration and who are blind, disabled, or 65 years of age or over, the rate for the first 350 kWh used per month shall be 8.4772 cents per kWh. This is an experimental rate authorized by the North Carolina Utilities Commission on August 31, 1978. The present maximum discount to customers being served under this experiment is \$ 3.17 per month.

### RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider

North Carolina Fifty-~~Second~~<sup>Third</sup> Revised Leaf No. 11

Effective for service rendered on and after ~~December 1, 2021~~

NCUC Docket No. E-7, Sub ~~42431214~~, Order dated ~~July 13, 2021~~

SCHEDULE RS (NC)  
RESIDENTIAL SERVICE

Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

SCHEDULE RSTC (NC)  
RESIDENTIAL SERVICE:  
TIME OF USE WITH CRITICAL PEAK PRICING

AVAILABILITY (North Carolina Only)

Available only to residential customers in residences, condominiums, mobile homes, or individually-metered apartments which provide independent ~~and permanent~~ facilities for living, sleeping, eating, cooking, and sanitation.

Power delivered under this schedule shall not be used for resale except to landlords for individually-metered residences leased by the bedroom, and where the landlord has complied with Chapter 22 of the Rules of the North Carolina Utilities Commission. Additionally, power delivered under this schedule shall not be used or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the Customer.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or

3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

RATE

I.	Basic Facilities Charge, per month	\$14.00
II.	Energy Charge	
a.	Critical Peak Energy per month, per kWh	35.0000¢
b.	On-Peak Energy per month, per kWh	19.2297¢
c.	Off-Peak Energy per month, per kWh	8.4187¢
d.	Discount Energy per month, per kWh	6.0864¢

RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to each of the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider



SCHEDULE RSTC (NC)  
RESIDENTIAL SERVICE:  
TIME OF USE WITH CRITICAL PEAK PRICING

Leaf No. 131      EDIT-4 Rider  
Leaf No. 135      Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

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

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

\*Holidays include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

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

DETERMINATION OF CRITICAL PEAK PRICING

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

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

NOTIFICATION OF CRITICAL PEAK PRICING

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

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately 30 days.

MINIMUM BILL

The minimum bill shall be the Basic Facilities Charge.

SCHEDULE RSTC (NC)  
RESIDENTIAL SERVICE:  
TIME OF USE WITH CRITICAL PEAK PRICING

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on 30 days written notice.

GENERAL PROVISIONS

Participating customers must provide and maintain internet accessibility, an email address, and/or means to receive phone calls or text messages, as appropriate, at the Customer's expense in order for the Company to provide notification for Critical Peak Pricing.

## SCHEDULE RT (NC) RESIDENTIAL SERVICE, TIME OF USE

### AVAILABILITY (North Carolina Only)

Available on a voluntary basis to individually-metered residential customers in residences, condominiums, manufactured homes, or apartments which provide independent ~~and permanent~~ facilities for living, sleeping, eating, cooking, and sanitation.

Power delivered under this schedule shall not be used for resale except to landlords for individually-metered residences leased by the bedroom, and where the landlord has complied with Chapter 22 of the Rules of the North Carolina Utilities Commission. Additionally, power delivered under this schedule shall not be used in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer

### TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or

3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

### RATE

I.	Basic Facilities Charge per month	\$14.00	
II.	On-Peak Demand Charge per month, per kW	Summer Months	Winter Months
		<u>June 1 – September 30</u>	<u>October 1 – May 31</u>
		\$7.37	\$4.79
III.	Energy Charge	<u>All Months</u>	
	a. On-Peak energy per month, per kWh	6.7258¢	
	b. Off-Peak energy per month, per kWh	5.3707¢	

### RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider

North Carolina Fifty-~~First~~<sup>Second</sup> Revised Leaf No. 15

Effective for service rendered on and after ~~December 1, 2021~~

NCUC Docket No. E-7, Sub ~~1243~~<sup>1214</sup>, Order dated ~~July 13, 2021~~

## SCHEDULE RT (NC) RESIDENTIAL SERVICE, TIME OF USE

Leaf No. 129      EDIT-3 Rider  
Leaf No. 131      EDIT-4 Rider  
Leaf No. 135      Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

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

	Summer Months <u>June 1 – September 30</u>	Winter Months <u>October 1 – May 31</u>
On-Peak Period Hours	1:00 p.m. – 7:00 p.m. Monday – Friday	7:00 a.m. – 12:00 noon Monday - Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours.  All hours for the following holidays shall be considered as Off-Peak: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.	

### DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately thirty (30) days.

Summer months' rates apply to service from June 1 through September 30. Winter months' rates apply to service from October 1 through May 31.

### DETERMINATION OF BILLING DEMAND

The On-Peak Demand for billing purposes each month shall be the maximum integrated thirty-minute demand measured for the On-Peak period during the month for which the bill is rendered.

### MINIMUM BILL

The minimum bill shall be the Basic Facilities Charge.

### PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

### CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

# **ATTACHMENT B**

## **DEC SERVICE REGULATIONS REVISIONS**

**(CLEAN AND REDLINED)**

### **Foreword**

The Service Regulations of the Company are filed with the Commission having jurisdiction over public utilities. The regulations are presented here and are incorporated by reference in each contract or agreement for electric service.

### **Definitions**

Duke Energy Carolinas is referred to herein as the “Company” and the user and prospective user is referred to as the “Customer” or “Consumer,” these terms to be considered as synonymous. The North Carolina Utilities Commission is referred to as the “Commission.”

## **I.**

### **Agreement**

Electric service will be supplied under (a) the Company’s standard form of application, service agreement, or contract, (b) the applicable rate schedule or schedules, and (c) these service regulations, unless otherwise specified in any particular rate schedule or contract on file with and approved by the Commission. The Company shall not be required to supply service unless and until such agreement is executed by the Customer and the Company. It is understood and agreed that no promise, statement or representation by an agent, employee or other person shall be binding upon the Company unless it is in writing and attached to and made a part of the agreement. However, when the requested supply of electricity is for residential use, or for nonresidential use under contracts of two thousand kilowatts (2000 KW) or less, and no additional charges are involved, the Customer’s application or agreement may be verbal. When the application or agreement is verbal, the Company’s applicable rate schedules, riders, and these Service Regulations will be effective in the same manner as if the Company’s standard form of application or agreement had been signed by the Customer and accepted by the Company. A verbal service agreement shall be presumed when there is no written application by a Customer, if electricity supplied by the Company is used by the Customer or on the Customer’s premises.

### **Cancellation of Agreement for Nonresidential Service at Customer’s Request**

Unless otherwise provided in the rate schedule and/or rider(s) under which the Customer is served, if the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company as an early termination charge the lower of:

- (a) The net present value of the monthly minimum bills, including, but not limited to, basic facilities, demand, and extra facilities charges, for the remaining term under the agreement less the expected net present value of the monthly minimum bills for the initial term of contract of any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero.

or

- (b) The loss due to early retirement (“LDER”) of all transmission and distribution facilities specifically installed by the Company in order to provide the Customer with electric service under the agreement that will not be utilized by any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination. The LDER amount shall be calculated as the installed cost of such facilities less accumulated depreciation, less any salvage value, plus removal cost, provided, however, this amount shall not be less than zero.

**Agreement Personal**

The rights of the Customer under the agreement are personal and shall not be transferred or assigned by the Customer without the written consent of the Company.

**Service Used In Advance**

If service is used by the Customer before the application or agreement is completed, the service shall be governed by these regulations and the appropriate rate schedule. The Company may discontinue service at any time upon failure or refusal of the Customer to complete the application or agreement and pay in full the amount due for the service to that date.

**Vacated Premises**

The Customer will notify the Company before quitting or vacating the premises served under the agreement, and will pay upon presentation, all bills due, including any early termination charges, under all agreements.

**II.**

**Deposit**

Since an accumulation of unpaid bills would tend toward higher rates for all customers, the Company may require a deposit before beginning service or before reestablishing service or in the event of a material change of circumstances as allowed by the Rules and Regulations of the Commission. The amount of the deposit and the interest paid on deposits will be in accordance with the Rules and Regulations of the Commission. The Company may require an increase or allow a decrease in the deposit if changes occur in the amount of bills rendered to the Customer. The Company may refund a deposit at any time. When service is discontinued, the Company will refund the deposit plus any accumulated interest, less any unpaid bills.

**Connection Charge**

When the Company first supplies electricity under a metered rate schedule, the Customer shall pay the Company a connection charge of \$10.51. This charge shall become a part of the first bill rendered to Customer for electricity supplied at such premises. The connection charge applies to any new service set up which requires reading the meter, installing a meter, connecting a meter or installing new facilities. The charge does not apply to outdoor lighting rates schedules and does not apply to meter changes due to a change in rate schedule.

### III.

#### **Customer's Wiring and Equipment**

Equipment which will operate in one location may not operate in another location due to difference in voltage, phase, or frequency of electric service. The Customer shall give the Company notice and shall determine type of service available at the premises before wiring or purchasing equipment. The Company may specify the voltage and type of electric service to be furnished, and may also specify the location of the meter and the point where the service connection shall be made.

All the Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local municipal and state authorities; otherwise, the Company may refuse to connect service or may discontinue service to the Customer. The Customer shall keep in repair all such wiring and equipment to the point of connection with the facilities of the Company.

#### **Changes in Customer's Wiring and Equipment**

The Customer shall not use any equipment, appliance or device, or permit the continuation of any condition which tends to create any hazard or otherwise adversely affect the Company's service to the Customer or other customers, without written consent of the Company. When polyphase service is used by any customer, the Customer shall control the use of service so that the load will be maintained in reasonable electrical balance between the phases at the point of delivery.

The Customer shall give the Company reasonable notice in writing of any anticipated increase in demand exceeding 20 KW or ten percent (10%) of the former demand, whichever is greater. The notice shall state the approximate increase and the date required. If the Company determines the unexpired term of the agreement is sufficient to justify the additional investment required, the Company will endeavor to provide additional capacity for any increase requested by the Customer within ninety (90) days of said notice.

The Company will extend its facilities and change the point of delivery only when the investment required is warranted by the anticipated revenue and when the extension is permissible and feasible.

### IV.

#### **Access to Customer's Premises**

The Company shall at all reasonable times have the right of ingress to and egress from the premises of the Customer for any and all purposes connected with the delivery of service, or the exercise of any and all rights under the agreement.

### V.

#### **Right of Way**

The Customer shall at all times furnish the Company a satisfactory and lawful right of way easement over his premises for the construction, maintenance and operation of the Company's lines and apparatus necessary or incidental to the furnishing of service. The Customer shall also furnish satisfactory shelter for meters and other apparatus of the Company installed on the premises, except where the Company elects to install such equipment outdoors.

The Company may change the location of the right of way upon request of the Customer, and may require the Customer to pay the cost of the change. The change will not be made where it will interfere with or jeopardize the Company's service, either to the Customer requesting the change, or to any other customer or customers. All privileges of the Company related to the original location shall apply to the new location.

The obligation of the Company to supply service is dependent upon the Company securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service and the Company shall not be liable to the Customer for any failure to deliver service because of the Company's inability to secure or retain such rights-of-way, privileges, franchises, or permits.

With respect right of way maintenance procedures, the Company shall, upon request, provide the customer written information concerning its methods for maintaining right-of-way clearances.



## VI.

### **Transmission, Distribution, and Service Facilities**

The Company's transmission, distribution, and service facilities will be installed above ground on poles, towers, or other fixtures or underground. The Company will require a contribution in aid of construction when the investment required to provide the requested facilities does not produce sufficient revenue to support the investment. Distribution facilities will be installed in accordance with the Company's Distribution Line Extension Plan and the Company's Service Regulations, as approved by the Commission.

For installation of facilities made in the former Duke Energy Carolinas Nantahala Area prior to January 1, 2008, any minimum revenue guarantee contract shall remain in effect until its expiration date.

Service connections will be made as follows:

1. Where both the Company's lines and the Customer's entrance conductors are above ground, and where the service requires a transformer of 500 KVA or less:

The Company will extend its service conductors to the Customer's building, terminating them on the outside of the building at a location to be provided by the Customer and satisfactory to the Company for this purpose. The location must be of sufficient height to satisfy the requirements of the National Electric Safety Code and of applicable local codes, and the strength of the structure at the point of termination must be satisfactory to the Company.

The Customer will provide, install and own all self-contained meter sockets and current transformer enclosures, or the Customer may choose to provide and own a meter / switch enclosure (more commonly known as a house power panel). The Company will utilize and provide service through the Customer's meter / switch enclosure. The Company shall have exclusive control of and access to the metering installation under the following conditions:

- a. The meter / switch enclosure shall be in accordance with the Company's specifications.
  - b. The wiring and connections are approved by the Company.
  - c. The Customer agrees to allow the Company to open and inspect the meter / switch enclosure at any time.
  - d. The Customer agrees to notify the Company and obtain permission before altering or performing maintenance inside the metering section of the meter / switch enclosure.
2. Where both the Company's lines and the Customer's entrance conductors are below ground, or when one is above ground and the other is below ground, or where the size of the Customer's demand or any unusual character of the Customer's location requires the service agreement between the Company and the Customer to be made on one of the Company's long-form Electric Power Contracts, the Company will make the necessary connections from its service conductors to the Customer's entrance conductors as in Section 1 above if applicable, or as in Section 3 below if applicable. If neither Section 1 nor Section 3 is applicable, the connection shall be at a point to be agreed upon by the Company and the Customer.
3. When, in the Company's opinion, an individual transformer installation is necessary to serve the Customer's demand and such demand exceeds the capacity of a pole-type transformer installation, the Company may require the Customer to provide suitable outdoor space on his premises to accommodate a ground-type transformer installation. If the Customer is unable to provide outdoor space for a ground-type transformer installation, then the Company may require the Customer to provide a transformer vault on his premises.
  - a. When the Customer provides space for a ground-type, substation installation using overhead conductors, the Point of Delivery will be at a location determined by the Company. The Company may require the Customer to provide at the Point of Delivery, main disconnecting switches which shall control all of the Customer's load other than the fire pump circuit, if any.

- b. When the customer provides space for a ground-type, pad mounted transformer installation using underground conductors, the Company will provide and install the transformer. The Customer will provide and install, to the Company's specifications, the concrete pad for the transformer installation. The point of connection with the Customer's entrance conductors will be at the secondary voltage terminals of the Company's transformer.
  - c. When the Customer provides a transformer vault, the vault shall be constructed in accordance with the Company's specifications, and shall meet the requirements of the National Electrical Safety Code and other applicable safety codes and ordinances. The location of the vault shall meet the Company's requirements for accessibility and ventilation. The Company will provide and install the transformers and necessary associated equipment including circuit breakers, switches, supporting structures for equipment, primary cable and secondary cable to the point of connection with the Customer's entrance conductors. The point of connection shall be 12 inches inside one of the walls of a submersible vault or will be at the secondary terminals of the transformer or the secondary bus in a dry vault. The Company will coordinate the transformer vault installation with its Distribution Line Extension Plan for the installation of the primary cable from the Customer's vault to the Company's existing distribution facilities.
4. With respect to any service, after a service installation has been made, it may be changed by the Company upon request of the Customer. The Customer must pay the cost of the change unless anticipated additional revenue resulting from new or increased load made possible by the change in the service is sufficient to support the investment to change the facilities. When the requested change results in incremental revenue to the Company, the cost of the change will be reduced by the expected additional revenue over the initial three (3) years following the change for distribution facilities and one (1) year following the change for transmission facilities. The change will not be made where it will interfere with or jeopardize the Company's service either to the Customer desiring the change or to any other customer or customers. A service change includes, but is not limited to, an upgrade in the facilities required to serve the customer, a change in the voltage or the delivery point, any relocation of facilities, or removal of facilities. Changes involving the conversion of overhead facilities to underground facilities are described in the Company's Distribution Line Extension Plan. The customer will not be charged (1) for temporary disconnection and later reconnection of a service line during normal business hours to allow a tree to be cut or to allow electrical work; (2) for removal of a service line during normal business hours; or (3) to move a service line from one meter base to another essentially in the same location. Additionally, the customer will not be charged for removal of facilities on the customer's premises that are not currently used and useful, where there is no expectation that the facilities will be used and useful in the foreseeable future, so long as (a) the original term of the contract has been fulfilled, and (b) removal of the facilities would not result in loss of service rights to another utility.

### **Ownership of Equipment**

All conductors and conduits, inside work and equipment, switches, fuses, and circuit breakers, from the point of connection with the Company's service shall be installed and maintained by and at the expense of the Customer. All equipment furnished by the Company shall be and remain the property of the Company.

## **VII.**

### **Meters**

The Company will furnish all necessary meters. When a delivery point is changed from one location to another, all expenses in connection with relocation of the meter shall be paid by the Customer. The Company shall have the right, at its option, and at its own expense, to place demand meters, volt meters or other instruments on the premises of the Customer for the purpose of making tests with respect to the Customer's service.

### **Location of Meter**

Meters for all residential service, and for all other service to the extent practicable, shall be located out-of-doors on the Customer's structure at a place which is suitable to the Customer, but which meets all of the Company's requirements for reading, testing, and servicing accessibility, and for safety.

Where it is not practicable, in the Company's opinion, to locate the meter and any associated apparatus out-of-doors, the Customer shall provide a suitable indoor location which meets all of the Company's requirements for reading, testing, and servicing accessibility, and for safety.

### **Failure or Inaccuracy of Meter**

In case of the failure or inaccuracy of a meter, the Customer's bill, for the appropriate portion of the period of such failure or inaccuracy, shall be calculated to correct for billing error as provided in the Rules and Regulations of the Commission.

### **Meter Tests**

The Company will test the meter serving the Customer's premises under the provisions provided for in the Rules and Regulations of the North Carolina Utilities Commission. When the customer requests a meter test on a more frequent basis than that provided for in the Commission's rules, a charge of \$40 will be made to the Customer for self-contained meters, and \$55 for all other meters.

## VIII.

### **Meter Reading**

Meters will be read and bills rendered monthly. Meter readings may be obtained manually on the customer's premises, or remotely using radio frequency or other automated meter reading technology. Billing statements will show the readings of the meter at the beginning and end of the billing period, except; however, when interval load data is used to determine the bill under certain rate schedules or riders, only the billing units may be shown.

Meters with a constant of one may be read to the nearest 10 kilowatt hours except in the case of initial or final bills. For purposes of establishing billing demand and minimum bills, the nearest whole KW may be used.

### **Bills Due Where No Notice Received**

The Company will endeavor to deliver to the Customer, by US mail, electronic mail, or messenger, a monthly statement of the amount due the Company by the Customer.

All bills are due and payable on the date of the bill, during regular business hours, at the office of the Company. Bills for residential and nonresidential service are past due and delinquent on the twenty-fifth (25<sup>th</sup>) day after the date of the bill.

Failure to receive a statement which has been properly mailed or hand-delivered will not entitle the Customer to any delay in paying the amount due beyond the date when the bill is due and payable.

The word "month" as used herein, and as used in the rate schedules of the Company means the period of time between the regular meter readings by the Company. Readings are taken each month at intervals of approximately thirty (30) days.

Bills rendered for periods of less than 26 or more than 34 days and all initial and final bills rendered on a Customer's account will be prorated on the basis of a normal 30-day billing period; however, if an initial and final bill occur within the same billing month, no such proration will be made.

### **Where Meter Is Not Read**

If, for any reason, a meter is not read at the regular reading time, the Company may estimate the amount of service used, and make any adjustment which may be necessary in the bill rendered when the meter is next read. Or, the Company may render the Customer a bill for a minimum charge, and credit the Customer for this charge when the meter is read and bills computed for thirty (30) day intervals.

### **Offsets Against Bills**

No claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

### **Adjustment of Billing Errors**

In case of a billing error, the Customer's bill, for the appropriate portion of the period of such billing error, shall be calculated to correct for billing error as provided in the Rules and Regulations of the Commission.

## IX.

### **Responsibility Beyond Delivery Point**

It is understood and agreed that the Company is merely a furnisher of electricity, deliverable at the point where it passes from the Company's wires to the service wires of the Customer, or through a divisional switch separating the Customer's wires and equipment from the Company's wires and equipment. The Company shall not be responsible for any damage or injury to the buildings, motors, apparatus, or other property of the Customer due to lightning, defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of the Company. The Company shall not be in any way responsible for the transmission, use or control of the electricity beyond the delivery point, and shall not be liable for any damage or injury to any person or property whatsoever, or death of any person or persons arising, accruing or resulting in any manner, from the receiving or use of said electricity.

### **Interference With Company Property**

The Customer shall not interfere with, or alter the Company's meters, seals, or other property, or permit the same to be done by others than the Company's authorized agent or employee. Damage caused or permitted by the Customer to said property shall be paid for by the Customer. When unauthorized use of electric service is discovered, the Company may discontinue service and the Customer shall be required to pay for the estimated unauthorized usage, the costs of inspection, investigation, and reconnection before service is restored.

**X.**

**Resale Service**

This contract is made and electricity is sold and delivered upon the express condition that electricity supplied by the Company shall be for the Customer's use only and the Customer shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity or any part thereof, on a metered or unmetered basis to any person, firm or corporation except, (1) as provided for in G.S. 62-110(h) regarding resale of electricity by landlords to residential tenants where the landlord has a separate lease for each bedroom in the unit, and where such landlord has complied with the requirements in Chapter 22 of the Rules and Regulations of the Commission, or (2) as may be exempt from regulation under G.S. 62-3(23)(d) and (h).

Under no circumstances will the Company supply electricity for resale in competition with the Company.

**Customer Generation and Foreign Electricity**

The Customer shall not use the Company's electric service in parallel with other electric service, nor shall other electric service be introduced on the premises of the Customer for use in conjunction with or as a supplement to the Company's electric service, without the written consent of the Company. Non-utility owned generation systems may be allowed to interconnect pursuant to the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections (hereinafter "Interconnection Procedures") as approved by the North Carolina Utilities Commission, and upon entering into a contract for such service under an applicable rate schedule and/or rider.

**XI.**

**Service Interruptions**

The Company does not guarantee continuous service. It shall use reasonable diligence at all times to provide uninterrupted service, and to remove the cause or causes in the event of failure, interruption, reduction or suspension of service, but the Company shall not be liable for any loss or damage to a customer or customers resulting from such failure, interruption, single-phase condition, reduction or suspension of service which is due to any accident or other cause beyond its control, or to any of the following:

1. An emergency action due to an adverse condition or disturbance on the system of the Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.
2. An Act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, Municipal, County or other public authority.
3. Making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities, and in cases where, in its opinion, the continuance of service to Customers' premises would endanger persons or property.
4. It is expressly understood and agreed that the Company does not contract to furnish power for pumping water for extinguishing fires. In the event that the Customer shall use said electric power, or any part thereof, for pumping water to be used for extinguishing fires, the Consumer shall, at all times, keep on hand, or otherwise provide for, an adequate reserve supply of water so that it shall not be necessary to pump water by means of said electric power during a fire. It is expressly understood and agreed that the Company shall not, in any event, be liable to the Consumer, nor to any of the inhabitants of any municipal consumer nor to any person, firm or corporation for any loss or injury of or to property or person by fire or fires occasioned by, or resulting directly or indirectly from the failure of any pump, pumping apparatus or appliances to operate, whether said failure shall be due to the act or omission of the Company or otherwise. It is the intention of the parties hereto that the Company shall not, in any event, be liable for any loss or damage occasioned by fire or fires which may be caused by, or result from the failure of the Company to supply electric power to operate such or any pump or pumping apparatus or appliances.

## XII.

### **Suspension, Denial or Discontinuance of Service**

The Company, subject to the rules of the Commission, shall have the right to suspend its service for repairs or other necessary work on its lines, or system. In addition, the Company shall have the right to deny, suspend, or discontinue its service for any of the following reasons, provided the applicable statute of limitations is not exceeded and provided that the Company shall not suspend, deny or discontinue residential service for failure to pay outstanding bills for nonresidential service:

1. If a customer misrepresents his or her identity in a written or verbal agreement for service or receives service using another person's identity, except when a landlord as Customer provides electricity to a tenant as the user of the service in accordance with the "Provision of Electric Service By Landlord As Customer" section of these Service Regulations.
2. For violation by the Customer of any terms or conditions of the agreement between the Company and the Customer, or violation of any of these service regulations which are a part of the agreement.
3. For the reason that the Customer's use of the Company's service is detrimental to the service of other Customers.
4. For the reason that the Customer's use of the Company's service conflicts with, or violates orders, applicable ordinances or laws of the state or any subdivision thereof, or of the Commission having regulatory powers.
5. For the reason that wiring, equipment, appliance or device is installed or in use on the Customer's premises which permits the electricity to be used without passing through the Company's meter, or which prevents or interferes with the measuring of electricity by the Company's meter.
6. For the nonpayment of any bill, when due, for service rendered by the Company in the Customer's name at any location.
7. Upon failure or refusal of the Customer to make, restore or increase a deposit as required by the Company.
8. For the reason that the Company learns that at the time of application for service, a member of the household or business at the service location is indebted to the Company for service previously rendered in any area served by the Company.
9. For the reason of a past due and unpaid balance for service rendered by the Company in the name of another person who resides with the Customer after service has been provided to the Customer's household, but only if one or more of the following apply:
  - a. The Customer and the person were members of the same household at a different location when the unpaid balance for service was incurred.
  - b. The person was a member of the Customer's current household when the service was established, and the person had an unpaid balance for service at that time.
  - c. The person is or becomes responsible for the bill for the service to the Customer.
10. For the reason of a delinquent account for service rendered by the Company in the name of any other person who will reside in the Customer's household after the Customer receives the service, but only if one or more of the following apply:
  - a. The Customer and the person were members of the same household at a different location when the unpaid balance for service was incurred.
  - b. The person was a member of the Customer's current household when the service was established, and the person had an unpaid balance for service at that time.
11. For the reason that a Customer as landlord provides electricity to a tenant as user of the service in violation of the "Provision of Electric Service By Landlord As Customer" section of these Service Regulations.

### **Provision of Electric Service by Landlord as Customer**

1. For rental properties served on a nonresidential rate schedule and for rental properties which are condominiums, manufactured home, or are houses served under a residential rate schedule with just one dwelling unit and having one lease per residential dwelling unit, a customer who is either a landlord or property manager may provide electricity to a tenant as an amenity included in the rent so long as the landlord or property manager does not impose any variable rental charges based upon the electric usage by the tenant or any other additional fees or charges related to the provision of electric service and otherwise complies with applicable law related to the provision of electric service under these circumstances. In this circumstance, the bill for electric service in the name of the landlord or property manager shall be issued to the landlord's mailing address and not the service address.
  - a. Upon the Company's request, the landlord or property manager shall provide a copy of the lease agreement with the tenant or other documentation to confirm the rental arrangement complies with this service regulation.
  - b. The landlord or property manager shall provide the tenant with notice that the tenant may request that the landlord or property manager authorize the tenant to receive a copy of any disconnection notice as provided for in NCUC Rule R12-11 (n).
2. For residential rental properties with multiple dwelling units within a building and individual leases per dwelling unit, the landlord or property manager must either:
  - a. Provide individual meters for each dwelling unit, with the utility accounts in the name of the tenants (customers) in compliance with the prohibition on master meters as provide in N. C. General Statutes 143-151.42; or
  - b. Qualify for an exception to N. C. G. S. 143-151.42. Exceptions may include a Commission ordered exemption, such as energy efficient central HVAC units, or buildings with construction permits issued prior to September 1, 1977, or landlord resale of electric service in compliance with N.C. G. S. 62-110(h).

**Removal of Equipment**

In the event of discontinuance of service or expiration of contract, then it shall be lawful for the Company to remove its meters, apparatus, appliances, fixtures, or other property.

**Waiver of Default**

Any delay or omission on the part of the Company to exercise its right to discontinue or suspend service, or the acceptance of any part of any amount due, shall not be deemed a waiver by the Company of such right so long as any default in whole or in part or breach of contract on the part of the Customer shall continue, and whenever and as often as any default or breach of contract shall occur.

**Reconnect Fee**

In case of discontinuance of service for any reason except repairs or other necessary work by the Company, the Customer shall pay the Company a reconnect charge before service will be restored as follows:

If payment is received, or other arrangements made for reconnection, during normal business hours (8:00 a.m. and 5:00 p.m., Monday through Friday), the fee shall be \$9.25.

If reconnection is requested and / or payment is received after normal business hours (8:00 a.m. and 5:00 p.m., Monday through Friday), the fee shall be \$10.58.

**Returned Payment Charge**

When a check, electronic check, bank draft, debit card or credit card tendered for payment of a Customer's account, is subsequently returned by a financial institution due to a failure of the issuer's financial institution to honor the payment for good and sufficient reason, a \$5.00 fee will be charged the Customer for each such returned payment. The Company, at its option for good cause, may refuse to accept a check, electronic check, debit card, or credit card tendered as payment on a Customer's account.



### XIII.

#### **Unavoidable Cessation of Consumption**

In the event the Customer's premises is destroyed by fire, natural disaster, or other casualty, or the operation of its plant is shut down because of strike, fire, natural disaster, or other cause beyond the Customer's control, making a complete cessation of service, then upon written notice by the Customer to the Company within thirty (30) days thereafter, advising that the Customer intends to resume service as soon as possible, any minimum charge, or guarantee for which the Customer may be liable will be waived during the period of such cessation, and the contract shall be extended for a corresponding period. Otherwise, the agreement for service shall immediately terminate. When service has ceased under the described conditions, the Company shall have the right to (1) waive the collection of a deposit to reestablish service, (2) waive temporary service charges for temporary facilities or for reestablishment of service when such charges do not exceed a reasonable amount, (3) waive the collection of area lighting charges due to early termination of contract, and (4) waive the collection of a reconnection fee.

### XIV.

#### **Copies**

Schedules of rates, riders, copies of service regulations and information on right of way maintenance practices are available from the Company and from the Company's website. Forms of agreements and contracts are also available upon request.

### XV.

#### **Changes**

All agreements and contracts for service between the Company and its customers, including the rate schedules, riders, other programs and these Service Regulations, are subject to such changes and modifications from time to time as approved by the Commission or otherwise imposed by lawful authority.

### XVI.

#### **Types of Service**

The types of service supplied and the schedules applicable thereto are as follows:

#### 1. Residential Service

The residential rate schedules are applicable to an individual residence, condominium, townhome, individually metered apartment, or, in accordance with the terms of Section XVI.2.a, a manufactured home, mobile home, or tiny home. The residential rate schedules shall be applicable to only one meter serving an individual residence.

The residential rate schedules are available for a single dwelling unit providing independent living facilities complete for living, sleeping, eating, cooking and sanitation. To qualify for a residential rate schedule, the dwelling unit must be connected to water and sewer facilities and labeled as a structure which can be used as a residential dwelling. If the structure does not meet the requirements of a residential dwelling unit, service will be provided on one of the general service rate schedules.

Outbuildings, garages, swimming pools, water pumps, and other uses which form a part of the general living establishment on the same property with a residence may be connected to the residential service meter, or they may be separately metered; such separately metered services shall be served on one of the general service rate schedules.

Individual meters shall be installed by the Company for each individual residence, condominium, manufactured home, housekeeping apartment, or housekeeping unit for which a permit was issued or construction started after September 1, 1977, in accordance with North Carolina General Statute 143-151.42 which prohibits master metering. Exceptions must be approved by the Commission.

Residential service to two or more residences on the same property or to a residence or residences sub-divided into two or more individual housekeeping units may not be supplied through one meter on a residential rate schedule except as provided below:

#### Block Billing Under Residential Rate Schedules

- a. If, for any reason, the wiring is so arranged by the Customer that rewiring for individual meters is not feasible, but a single meter must be used for two or more residences or units, then for billing purposes through this single meter, the Basic Facilities Charge and each kWh block of the rate schedule shall be multiplied by the number of residence units served.
- b. Condominium units which were served as apartments through a single meter on a general service rate schedule before December 1, 1979, may continue to be served through one meter on a residential schedule; however, the Basic Facilities Charge and each kWh block of the rate schedule shall be multiplied by the number of residence units served.

2. Service to Manufactured, Mobile, and Tiny Home Parks, Recreational Parks, Portable Structures

a. Manufactured, Mobile, and Tiny Home Parks

Each space designated for the parking of manufactured homes, mobile homes, or tiny homes will be served through a separate meter for billing. Homes in manufactured, mobile, and/or tiny home parks that meet the requirements for a residential dwelling in Section XVI.1 above will be billed in accordance with the applicable residential rate schedule. Service connections will be the same as set forth in these Service Regulations VI.1.

Energy used by the manufactured, mobile, or tiny home park in its office, service buildings, area lighting, water pumps, and other purposes connected with the operation of the park, including spaces designated for the overnight parking of homes in transit or awaiting assignment to separately metered spaces available within the park, may be served through a single meter, and will be billed in accordance with the applicable general service rate schedule.

b. Recreational Parks, Campgrounds and Marinas

Service to recreational parks, campgrounds and marinas may be supplied to each establishment at one delivery point, and energy used in its offices, service buildings, area lights, water pumps, individual service outlets at campsites and boat slips, and other purposes connected with its operation, will be billed through one meter in accordance with the applicable general service rate schedule.

Where a portable structure (travel trailer, camper, motor home, water craft etc.) occupies and remains at an individual site in a recreation park, marina or campground under a lease arrangement for twelve (12) months or longer and meets the requirements for a residential dwelling in Section XVI.1, the Company may, at its option, provide an individual delivery and meter the service at the structure. The service will be billed in accordance with the applicable residential rate schedule. Service connections will be the same as set forth in these Service Regulations VI.1.

c. Locations other than Manufactured Home Parks, Recreational Parks, Campgrounds or Marinas

Service will be provided as set forth in these Service Regulations, XVI (15) Temporary Service, except that if the Customer presents satisfactory evidence of meeting the requirements for a residential dwelling in Section XVI.1 and owns the property or, if rented, under a lease arrangement for twelve (12) months or longer, service will be provided under a residential rate schedule. Service connections will be the same as set forth in these Service Regulations VI.1.

3. Residential Service to Group Facilities

Facilities designed to provide residential care or a group home in a residential structure for up to and including nine adults or children (excluding houseparent or caregiver) may be served on a residential rate schedule provided the facility is a single housekeeping unit and energy is used only by equipment which would normally be found in a residence. If the facility has a separate housekeeping unit for the caregiver, commercial cooking or laundry equipment, vending machines, or other equipment not normally found in a residence the facility will be served on a general service rate schedule.

4. Professional Offices or Business Activities in Residences

For residences involving some business, professional, or other gainful activity, a residential rate schedule will be permitted only where:

- a. the electric energy used in connection with such activity is less than 15% of the total energy use; and
- b. the electric energy is used only by equipment which would normally be used in a residence.

Conspicuous business soliciting devices about the premises may be *prima facie* evidence that 15% or more of total electric energy use is for the business activity.

If all of the foregoing conditions cannot be met, the entire premises shall be classified as nonresidential and an appropriate nonresidential rate schedule shall be applied.

The Customer may, at his option, provide separate circuits so that the residential uses can be metered separately and billed under a residential schedule and the other uses under a general service schedule.

For residences in which a Day Nursery is operated, a residential rate schedule will be permitted provided:

- a. The operator and the operator's family, if any, live there.
- b. The nursery requires no extra electrical equipment or space in addition to that normally required for the operator's family.
- c. There are no conspicuous business soliciting devices about the premises.

If all of the foregoing conditions cannot be met, then the facility will be served on a general service rate schedule.



5. Farm and Rural Service

The residential rate schedules are available for service through one meter to the Customer's personal farm residence, and for the usual farm uses outside the dwelling unit, but not for commercial operations selling at retail, or for non-farming operations, or for the processing, preparing, or distributing of products not indigenous to that farm.

The residential farm service customer may, at his option, elect to take the entire service under one of the general service rate schedules, or he may provide separate circuits so that the residential dwelling unit, together with the usual farm uses outside the dwelling unit, can be metered and served under a residential rate schedule, and the other uses under a general service rate schedule.

6. General Service

General Service rate schedules are available to the individual customer for any purpose other than those excluded by the availability paragraph of the schedules, and they shall apply to the following:

- a. Customers engaging in retail trade or personal service directly with the public such as hotels, motels, boarding houses; ("Boarding House" is defined as an establishment making a business of providing rooms and / or meals to the public in much the same manner as hotels and restaurants; or which has a license for operating such an establishment. This does not include homes taking in a small number of roomers and / or boarders, where the homeowner does not depend on the revenue there from as a principal source of income.)
- b. Hospitals, nursing homes, institutional care facilities;
- c. Office buildings, stores, shops, restaurants, service stations, and other commercial establishments;
- d. Schools, dormitories, churches, and other nonresidential customers, and other non-industrial customers;
- e. Energy used in a multi-family residential structure (other than the individual housekeeping units), such as hall lighting, laundry facilities, recreational facilities, etc.
- f. Miscellaneous services with individual meters serving well pumps, signs, customer-owned lighting, garages, etc.

General Service rate schedules continue to be available for master-metered apartments constructed prior to September 1, 1977, (or after September 1, 1977 with Commission approval) where the establishment consists of:

- a. one or more buildings, each three (3) or less stories in height, of three (3) or more individual apartment living units per building, located on contiguous premises and under single ownership, or
- b. a single building, under single ownership, four (4) or more stories in height, containing three (3) or more individual housekeeping units,

provided there is no submetering, resale, conjunctional, or sub-billing, or separate charge to tenants for electricity by the landlord, nor any form of variable rental charge based upon the electric usage by any tenant.

Notwithstanding a. above, 10% or less of the total number of living units being served through the single meter may be of two units per building, but no single-family units which may be among the buildings in the establishment can be served through the single meter. The number of buildings and apartment units to be served through a single meter may not be greater than the number for which the developer has secured a construction loan or permanent mortgage as of the date of the contract, and proof of such commitment may be required. Additional units to be built on the original premises or on an adjoining premises, must be contracted for separately and served through a separate meter and served on the applicable general service rate schedule.

Upon mutual agreement by the Customer and the Company, service will be rendered through a single meter to multiple delivery points, with the Company owning the distribution facilities between the meter and the several delivery points as set forth under the Extra Facilities section of these Service Regulations.

Service through a single meter billed on a general service schedule is available only for general building use and residential use. Any tenant who could otherwise qualify for any of the Company's rate schedules other than residential must be served separately by the Company.

The landlord must enter into a contract with the Company for each establishment qualifying for the single meter general service rate schedule in a. or b. above, and the contract shall specify the number of buildings and the number of stories and apartment units within each building in the establishment, the total contract demand of the establishment, and the names of streets, roads, or other boundaries of the contiguous premises within which each establishment is located.

Service will normally be supplied separately to each establishment as determined by the Company.

7. **Industrial Service**  
The industrial service rate schedule is available to customers classified as “Manufacturing Industries” by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric usage of such establishment is for its manufacturing processes.
8. **Outdoor Lighting Service**  
Customer-owned outdoor lighting service may be connected to the residential, general service, or industrial service meter or it may be separately metered. Such separately metered services shall be served on the general service schedule. Where the Company owns and operates the lighting equipment, service will be provided under Schedule OL or NL.
9. **Seasonal Service**  
Where the Customer’s use of energy is seasonal, generally it will be to his advantage to keep his premises connected to the Company’s lines throughout the year. Under certain rate schedules, the Customer may elect to contract for an annual minimum charge, rather than a monthly minimum charge, as outlined in the applicable schedules. The Company will disconnect the service for a period of inactivity upon request, but will make a disconnect charge of \$15.00 if the service has been connected less than 6 months.
10. **Government and Municipal Service**  
The regular general service rate schedules are available for government and municipal service to facilities such as offices and schools. Schedule PL is available to governmental entities for street and public area lighting. Schedule TS is available to governmental entities for traffic and safety signals.
11. **Time of Use Service**  
Time of Use rates are optional and are available to residential and nonresidential customers.
12. **Power Manager and PowerShare**  
These optional riders offer credits for contracting customers who provide a source of capacity to the Company when the Company requests interruption of service.
13. **Breakdown and Standby Service**  
The Company does not supply breakdown or standby service, and service under its rate schedules may not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.
14. **Net Metering**  
Net metering is available under Riders NM and SCG for installed customer generation systems and equipment that comply with the provisions outlined in the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections (hereinafter “Interconnection Procedures”) as approved by the North Carolina Utilities Commission.

#### 15. Temporary Service

Temporary service for construction of buildings or other establishments which will receive permanent electric service from the Company's lines when completed will be provided under Schedule BC if single-phase service is supplied. Three phase service will be supplied under the applicable general service schedule.

As to temporary service for construction projects which will not result in permanent electric service, vehicles or structures designed or used to provide mobility and/or nonpermanent living accommodations (including, but not limited to, boats, campers, motor homes, chassis mounted tiny homes or recreational vehicles), rock crushers, asphalt plants, mobile classrooms, carnivals, fairs, and other nonpermanent installations, the Customer agrees to pay the actual cost of connection and disconnection. The cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed. A deposit may be required equal to the estimated cost of connection and disconnection plus the estimated billing on the applicable rate schedule for the period involved, with said deposit to be returned if the contract period is fulfilled.

#### 16. Special Provisions

- a. Service to x-ray, magnetic resonating image, welding, material shredding/recycling and other equipment that may create voltage disturbances on the Company's system may be operated by the Customer through the regular service meter when such operation will not adversely affect the Company's system or the quality of service to neighboring customers.

- (1) If, however, the use of such equipment causes voltage fluctuations detrimental to the service of the Customer, any other customer(s) or the Company's system, the Company shall provide the Customer with notice of the voltage disturbance and an opportunity to consult with the Company to assist in identifying a cost effective solution. As a solution, the Company may:

- a. Set a separate transformer for the exclusive use of the Customer, and extend a separate service to the Customer's premises. This service shall be metered, and shall be billed on the applicable rate schedule. In addition, the Customer shall be billed 30 cents per month per KVA for the separate transformer.

OR

- b. Provide facilities on the Company's side of the delivery point for the exclusive use of the Customer necessary to eliminate the disturbance. Such facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage shall be billed in accordance with the Extra Facilities provisions of Leaf M of these Service Regulations.

In lieu of providing the facilities described in Subsection a.(1)(a) or a.(1)(b) above, the Company may require the Customer to either discontinue the operation of the equipment or install the necessary protective apparatus to eliminate the disturbance to any other customer(s) or the Company's system. Nothing in this Section shall limit the Company's rights to deny, discontinue or suspend its service pursuant to Leaf G, Section XII these Service Regulations.

- (2) If the Company in its discretion determines that the installation of extra facilities or any associated equipment on the Company's side of the delivery point is impossible, infeasible or operationally unsatisfactory, and the Customer demonstrates that only available protective apparatus that it could install on its side of the delivery point to eliminate the disturbance constitutes an emerging technology, the Company and the Customer may agree to jointly implement the emerging technology. The Company may contribute up to 50% of the total cost to implement the emerging technology. The Customer shall enter into a new electric service agreement with the Company which shall have a minimum original term of 5 years. Any early termination fee shall include reimbursement of the Company's contribution on a pro-rata basis. The agreement may include provisions regarding the operating characteristics of the Customer's equipment and performance of the protective apparatus. If the emerging technology protective apparatus does not eliminate the disturbance to any other customer(s) or the Company's system, Section a. (1) above shall apply.

For the purposes of this Section a. (2), "emerging technology" shall include uniquely designed equipment that has not yet been successfully implemented at three or more comparable facilities in the United States. The Company shall make the final determination as to what constitutes "emerging technology".

Special Provisions (continued)

- b. Selection of Rate Schedule For certain classes of service, optional schedules are available which result in lower average prices to customers because of their usage characteristics. Since this use is under the control of the Customer, the amount of saving, if any, is also under his control and the choice of schedules, therefore, lies with him.

Upon request, investigation will be made and assistance will be given to the Customer in selecting the rate which is most favorable to his condition and to determine whether the rate under which he is being billed is the most advantageous. The Company does not guarantee that each customer will be served under the most favorable rate at all times, and will not be responsible for notifying the Customer of the most advantageous rate. Not more than one change from one optional rate to another will be made within any twelve (12) month period for any customer. In addition, when a Customer selects an optional rate with seasonal or time of use pricing, the Company reserve the right to restrict rate changes to once annually, on the anniversary date of the agreement for the optional rate. When a change is made from an optional rate to another, no refund will be made of the difference in charges under different rates applicable to the same class of service.

- c. Extra Facilities. At the request of the Customer, the Company will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage, in accordance with the applicable rate schedule, such additional facilities to be furnished under an "Extra Facilities Clause" added to and made a part of the Company's standard form of contract and containing the following provisions:
- 1) Service shall be used solely by the contracting Customer in a single enterprise located entirely on a single, contiguous premises, and there shall be no exemption from any of the other provisions of these Service Regulations.
  - 2) "Extra Facilities" shall consist of such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, off-site facilities or other equipment installed for the use of the contracting Customer, other than facilities which the Company would furnish to the Customer without cost under its standard form of contract.
  - 3) The facility to be supplied shall be Company standard overhead transmission or distribution, or transmission and distribution, equipment to be installed only on the Company side of the point of delivery.
  - 4) A monthly "Extra Facilities Charge" equal to 1.0% of the installed cost of the facilities, but not less than \$25, shall be billed to the Customer in addition to the billing for energy, or for demand plus energy, in accordance with the applicable rate schedule. In lieu of the monthly charge above, at the Company's option, the Customer may elect to be billed under an alternative payment option to the 1.0% per month. The alternative payment option will be calculated such that the net present value of the payments made by the Customer under the alternative payment option will be equal to the net present value of the 1.0% per month payment option. Under such payment option the payment must be renewed after each thirty-four (34) year period.
  - 5) The "installed cost of extra facilities" shall be the original cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses, all estimated if not known. The original cost of materials used is the current market price of the equipment at the time the equipment is installed, whether said equipment is new or out of inventory.
  - 6) "Extra Facilities" shall include the installed cost of extra meters and associated equipment necessary to record demand and energy at the voltage delivered to the Customer. Upon mutual agreement between the Customer and the Company, demand and energy may be metered at primary voltage, without compensation for transformer loss, and without inclusion of any part of the metering cost as an extra facility. When extra facilities furnished include a voltage regulator, metering equipment shall be installed on the Company side of the regulator, or if this is not feasible, the meter shall be compensated so as to include registration of the regulator losses.
  - 7) When the extra facilities requested by the Customer consist of those required to furnish service at either more than one delivery point on the premises or at more than one voltage, or both, the installed cost of the extra facilities to be used in the computation of the Extra Facilities Charge shall be the difference between the installed cost of the facilities made necessary by the Customer's request, and the installed cost of the facilities which the Company would furnish without cost to the Customer under its standard form of contract.
  - 8) The Company shall have the option of refusing requests for extra facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the Company's service to other customers.
  - 9) Contracts containing the Extra Facilities clause shall have a minimum original term of 5 years to continue from year to year thereafter, but the Company may require the payment of removal costs in contracts with original terms of 10 years or less, and may require advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.
  - 10) Customers from whom the Company may be furnishing extra facilities under contracts made prior to September 1, 1962 shall be exempted from all provisions of this Extra Facilities Clause except 1) until such time as their contracts may expire, or are terminated by the Customer, or are terminated by the Company for reasons not related to the furnishing of extra facilities
  - 11) In the event that an existing extra facility must be modified or replaced, whether or not such modification or replacement is requested by the affected extra facility Customer, then the installed cost of extra facilities on which the monthly Extra Facilities Charge is based shall be the installed cost of existing equipment, plus the installed cost of new additions, less the installed cost of equipment removed. The installed cost of existing equipment shall be the same installed cost used for said equipment immediately prior to the modification or replacement. The installed cost of new additions shall be the current market price of said new additions at the time the new additions are installed. The installed cost of equipment removed shall be the same installed cost used for said equipment immediately prior to removal.

### **Foreword**

The Service Regulations of the Company are filed with the Commission having jurisdiction over public utilities. The regulations are presented here and are incorporated by reference in each contract or agreement for electric service.

### **Definitions**

Duke Energy Carolinas is referred to herein as the “Company” and the user and prospective user is referred to as the “Customer” or “Consumer,” these terms to be considered as synonymous. The North Carolina Utilities Commission is referred to as the “Commission.”

## **I.**

### **Agreement**

Electric service will be supplied under (a) the Company’s standard form of application, service agreement, or contract, (b) the applicable rate schedule or schedules, and (c) these service regulations, unless otherwise specified in any particular rate schedule or contract on file with and approved by the Commission. The Company shall not be required to supply service unless and until such agreement is executed by the Customer and the Company. It is understood and agreed that no promise, statement or representation by an agent, employee or other person shall be binding upon the Company unless it is in writing and attached to and made a part of the agreement. However, when the requested supply of electricity is for residential use, or for nonresidential use under contracts of two thousand kilowatts (2000 KW) or less, and no additional charges are involved, the Customer’s application or agreement may be verbal. When the application or agreement is verbal, the Company’s applicable rate schedules, riders, and these Service Regulations will be effective in the same manner as if the Company’s standard form of application or agreement had been signed by the Customer and accepted by the Company. A verbal service agreement shall be presumed when there is no written application by a Customer, if electricity supplied by the Company is used by the Customer or on the Customer’s premises.

### **Cancellation of Agreement for Nonresidential Service at Customer’s Request**

Unless otherwise provided in the rate schedule and/or rider(s) under which the Customer is served, if the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company as an early termination charge the lower of:

- (a) The net present value of the monthly minimum bills, including, but not limited to, basic facilities, demand, and extra facilities charges, for the remaining term under the agreement less the expected net present value of the monthly minimum bills for the initial term of contract of any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero.

or

- (b) The loss due to early retirement (“LDER”) of all transmission and distribution facilities specifically installed by the Company in order to provide the Customer with electric service under the agreement that will not be utilized by any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination. The LDER amount shall be calculated as the installed cost of such facilities less accumulated depreciation, less any salvage value, plus removal cost, provided, however, this amount shall not be less than zero.

**Agreement Personal**

The rights of the Customer under the agreement are personal and shall not be transferred or assigned by the Customer without the written consent of the Company.

**Service Used In Advance**

If service is used by the Customer before the application or agreement is completed, the service shall be governed by these regulations and the appropriate rate schedule. The Company may discontinue service at any time upon failure or refusal of the Customer to complete the application or agreement and pay in full the amount due for the service to that date.

**Vacated Premises**

The Customer will notify the Company before quitting or vacating the premises served under the agreement, and will pay upon presentation, all bills due, including any early termination charges, under all agreements.

**II.**

**Deposit**

Since an accumulation of unpaid bills would tend toward higher rates for all customers, the Company may require a deposit before beginning service or before reestablishing service or in the event of a material change of circumstances as allowed by the Rules and Regulations of the Commission. The amount of the deposit and the interest paid on deposits will be in accordance with the Rules and Regulations of the Commission. The Company may require an increase or allow a decrease in the deposit if changes occur in the amount of bills rendered to the Customer. The Company may refund a deposit at any time. When service is discontinued, the Company will refund the deposit plus any accumulated interest, less any unpaid bills.

**Connection Charge**

When the Company first supplies electricity under a metered rate schedule, the Customer shall pay the Company a connection charge of \$10.51. This charge shall become a part of the first bill rendered to Customer for electricity supplied at such premises. The connection charge applies to any new service set up which requires reading the meter, installing a meter, connecting a meter or installing new facilities. The charge does not apply to outdoor lighting rates schedules and does not apply to meter changes due to a change in rate schedule.

### III.

#### **Customer's Wiring and Equipment**

Equipment which will operate in one location may not operate in another location due to difference in voltage, phase, or frequency of electric service. The Customer shall give the Company notice and shall determine type of service available at the premises before wiring or purchasing equipment. The Company may specify the voltage and type of electric service to be furnished, and may also specify the location of the meter and the point where the service connection shall be made.

All the Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local municipal and state authorities; otherwise, the Company may refuse to connect service or may discontinue service to the Customer. The Customer shall keep in repair all such wiring and equipment to the point of connection with the facilities of the Company.

#### **Changes in Customer's Wiring and Equipment**

The Customer shall not use any equipment, appliance or device, or permit the continuation of any condition which tends to create any hazard or otherwise adversely affect the Company's service to the Customer or other customers, without written consent of the Company. When polyphase service is used by any customer, the Customer shall control the use of service so that the load will be maintained in reasonable electrical balance between the phases at the point of delivery.

The Customer shall give the Company reasonable notice in writing of any anticipated increase in demand exceeding 20 KW or ten percent (10%) of the former demand, whichever is greater. The notice shall state the approximate increase and the date required. If the Company determines the unexpired term of the agreement is sufficient to justify the additional investment required, the Company will endeavor to provide additional capacity for any increase requested by the Customer within ninety (90) days of said notice.

The Company will extend its facilities and change the point of delivery only when the investment required is warranted by the anticipated revenue and when the extension is permissible and feasible.

### IV.

#### **Access to Customer's Premises**

The Company shall at all reasonable times have the right of ingress to and egress from the premises of the Customer for any and all purposes connected with the delivery of service, or the exercise of any and all rights under the agreement.

### V.

#### **Right of Way**

The Customer shall at all times furnish the Company a satisfactory and lawful right of way easement over his premises for the construction, maintenance and operation of the Company's lines and apparatus necessary or incidental to the furnishing of service. The Customer shall also furnish satisfactory shelter for meters and other apparatus of the Company installed on the premises, except where the Company elects to install such equipment outdoors.

The Company may change the location of the right of way upon request of the Customer, and may require the Customer to pay the cost of the change. The change will not be made where it will interfere with or jeopardize the Company's service, either to the Customer requesting the change, or to any other customer or customers. All privileges of the Company related to the original location shall apply to the new location.

The obligation of the Company to supply service is dependent upon the Company securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service and the Company shall not be liable to the Customer for any failure to deliver service because of the Company's inability to secure or retain such rights-of-way, privileges, franchises, or permits.

With respect right of way maintenance procedures, the Company shall, upon request, provide the customer written information concerning its methods for maintaining right-of-way clearances.



## VI.

### **Transmission, Distribution, and Service Facilities**

The Company's transmission, distribution, and service facilities will be installed above ground on poles, towers, or other fixtures or underground. The Company will require a contribution in aid of construction when the investment required to provide the requested facilities does not produce sufficient revenue to support the investment. Distribution facilities will be installed in accordance with the Company's Distribution Line Extension Plan and the Company's Service Regulations, as approved by the Commission.

For installation of facilities made in the former Duke Energy Carolinas Nantahala Area prior to January 1, 2008, any minimum revenue guarantee contract shall remain in effect until its expiration date.

Service connections will be made as follows:

1. Where both the Company's lines and the Customer's entrance conductors are above ground, and where the service requires a transformer of 500 KVA or less:

The Company will extend its service conductors to the Customer's building, terminating them on the outside of the building at a location to be provided by the Customer and satisfactory to the Company for this purpose. The location must be of sufficient height to satisfy the requirements of the National Electric Safety Code and of applicable local codes, and the strength of the structure at the point of termination must be satisfactory to the Company.

The Customer will provide, install and own all self-contained meter sockets and current transformer enclosures, or the Customer may choose to provide and own a meter / switch enclosure (more commonly known as a house power panel). The Company will utilize and provide service through the Customer's meter / switch enclosure. The Company shall have exclusive control of and access to the metering installation under the following conditions:

- a. The meter / switch enclosure shall be in accordance with the Company's specifications.
  - b. The wiring and connections are approved by the Company.
  - c. The Customer agrees to allow the Company to open and inspect the meter / switch enclosure at any time.
  - d. The Customer agrees to notify the Company and obtain permission before altering or performing maintenance inside the metering section of the meter / switch enclosure.
2. Where both the Company's lines and the Customer's entrance conductors are below ground, or when one is above ground and the other is below ground, or where the size of the Customer's demand or any unusual character of the Customer's location requires the service agreement between the Company and the Customer to be made on one of the Company's long-form Electric Power Contracts, the Company will make the necessary connections from its service conductors to the Customer's entrance conductors as in Section 1 above if applicable, or as in Section 3 below if applicable. If neither Section 1 nor Section 3 is applicable, the connection shall be at a point to be agreed upon by the Company and the Customer.
3. When, in the Company's opinion, an individual transformer installation is necessary to serve the Customer's demand and such demand exceeds the capacity of a pole-type transformer installation, the Company may require the Customer to provide suitable outdoor space on his premises to accommodate a ground-type transformer installation. If the Customer is unable to provide outdoor space for a ground-type transformer installation, then the Company may require the Customer to provide a transformer vault on his premises.
  - a. When the Customer provides space for a ground-type, substation installation using overhead conductors, the Point of Delivery will be at a location determined by the Company. The Company may require the Customer to provide at the Point of Delivery, main disconnecting switches which shall control all of the Customer's load other than the fire pump circuit, if any.

- b. When the customer provides space for a ground-type, pad mounted transformer installation using underground conductors, the Company will provide and install the transformer. The Customer will provide and install, to the Company's specifications, the concrete pad for the transformer installation. The point of connection with the Customer's entrance conductors will be at the secondary voltage terminals of the Company's transformer.
  - c. When the Customer provides a transformer vault, the vault shall be constructed in accordance with the Company's specifications, and shall meet the requirements of the National Electrical Safety Code and other applicable safety codes and ordinances. The location of the vault shall meet the Company's requirements for accessibility and ventilation. The Company will provide and install the transformers and necessary associated equipment including circuit breakers, switches, supporting structures for equipment, primary cable and secondary cable to the point of connection with the Customer's entrance conductors. The point of connection shall be 12 inches inside one of the walls of a submersible vault or will be at the secondary terminals of the transformer or the secondary bus in a dry vault. The Company will coordinate the transformer vault installation with its Distribution Line Extension Plan for the installation of the primary cable from the Customer's vault to the Company's existing distribution facilities.
4. With respect to any service, after a service installation has been made, it may be changed by the Company upon request of the Customer. The Customer must pay the cost of the change unless anticipated additional revenue resulting from new or increased load made possible by the change in the service is sufficient to support the investment to change the facilities. When the requested change results in incremental revenue to the Company, the cost of the change will be reduced by the expected additional revenue over the initial three (3) years following the change for distribution facilities and one (1) year following the change for transmission facilities. The change will not be made where it will interfere with or jeopardize the Company's service either to the Customer desiring the change or to any other customer or customers. A service change includes, but is not limited to, an upgrade in the facilities required to serve the customer, a change in the voltage or the delivery point, any relocation of facilities, or removal of facilities. Changes involving the conversion of overhead facilities to underground facilities are described in the Company's Distribution Line Extension Plan. The customer will not be charged (1) for temporary disconnection and later reconnection of a service line during normal business hours to allow a tree to be cut or to allow electrical work; (2) for removal of a service line during normal business hours; or (3) to move a service line from one meter base to another essentially in the same location. Additionally, the customer will not be charged for removal of facilities on the customer's premises that are not currently used and useful, where there is no expectation that the facilities will be used and useful in the foreseeable future, so long as (a) the original term of the contract has been fulfilled, and (b) removal of the facilities would not result in loss of service rights to another utility.

### **Ownership of Equipment**

All conductors and conduits, inside work and equipment, switches, fuses, and circuit breakers, from the point of connection with the Company's service shall be installed and maintained by and at the expense of the Customer. All equipment furnished by the Company shall be and remain the property of the Company.

## **VII.**

### **Meters**

The Company will furnish all necessary meters. When a delivery point is changed from one location to another, all expenses in connection with relocation of the meter shall be paid by the Customer. The Company shall have the right, at its option, and at its own expense, to place demand meters, volt meters or other instruments on the premises of the Customer for the purpose of making tests with respect to the Customer's service.

### **Location of Meter**

Meters for all residential service, and for all other service to the extent practicable, shall be located out-of-doors on the Customer's structure at a place which is suitable to the Customer, but which meets all of the Company's requirements for reading, testing, and servicing accessibility, and for safety.

Where it is not practicable, in the Company's opinion, to locate the meter and any associated apparatus out-of-doors, the Customer shall provide a suitable indoor location which meets all of the Company's requirements for reading, testing, and servicing accessibility, and for safety.

### **Failure or Inaccuracy of Meter**

In case of the failure or inaccuracy of a meter, the Customer's bill, for the appropriate portion of the period of such failure or inaccuracy, shall be calculated to correct for billing error as provided in the Rules and Regulations of the Commission.

### **Meter Tests**

The Company will test the meter serving the Customer's premises under the provisions provided for in the Rules and Regulations of the North Carolina Utilities Commission. When the customer requests a meter test on a more frequent basis than that provided for in the Commission's rules, a charge of \$40 will be made to the Customer for self-contained meters, and \$55 for all other meters.

## VIII.

### **Meter Reading**

Meters will be read and bills rendered monthly. Meter readings may be obtained manually on the customer's premises, or remotely using radio frequency or other automated meter reading technology. Billing statements will show the readings of the meter at the beginning and end of the billing period, except; however, when interval load data is used to determine the bill under certain rate schedules or riders, only the billing units may be shown.

Meters with a constant of one may be read to the nearest 10 kilowatt hours except in the case of initial or final bills. For purposes of establishing billing demand and minimum bills, the nearest whole KW may be used.

### **Bills Due Where No Notice Received**

The Company will endeavor to deliver to the Customer, by US mail, electronic mail, or messenger, a monthly statement of the amount due the Company by the Customer.

All bills are due and payable on the date of the bill, during regular business hours, at the office of the Company. Bills for residential and nonresidential service are past due and delinquent on the twenty-fifth (25<sup>th</sup>) day after the date of the bill.

Failure to receive a statement which has been properly mailed or hand-delivered will not entitle the Customer to any delay in paying the amount due beyond the date when the bill is due and payable.

The word "month" as used herein, and as used in the rate schedules of the Company means the period of time between the regular meter readings by the Company. Readings are taken each month at intervals of approximately thirty (30) days.

Bills rendered for periods of less than 26 or more than 34 days and all initial and final bills rendered on a Customer's account will be prorated on the basis of a normal 30-day billing period; however, if an initial and final bill occur within the same billing month, no such proration will be made.

### **Where Meter Is Not Read**

If, for any reason, a meter is not read at the regular reading time, the Company may estimate the amount of service used, and make any adjustment which may be necessary in the bill rendered when the meter is next read. Or, the Company may render the Customer a bill for a minimum charge, and credit the Customer for this charge when the meter is read and bills computed for thirty (30) day intervals.

### **Offsets Against Bills**

No claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

### **Adjustment of Billing Errors**

In case of a billing error, the Customer's bill, for the appropriate portion of the period of such billing error, shall be calculated to correct for billing error as provided in the Rules and Regulations of the Commission.

## IX.

### **Responsibility Beyond Delivery Point**

It is understood and agreed that the Company is merely a furnisher of electricity, deliverable at the point where it passes from the Company's wires to the service wires of the Customer, or through a divisional switch separating the Customer's wires and equipment from the Company's wires and equipment. The Company shall not be responsible for any damage or injury to the buildings, motors, apparatus, or other property of the Customer due to lightning, defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of the Company. The Company shall not be in any way responsible for the transmission, use or control of the electricity beyond the delivery point, and shall not be liable for any damage or injury to any person or property whatsoever, or death of any person or persons arising, accruing or resulting in any manner, from the receiving or use of said electricity.

### **Interference With Company Property**

The Customer shall not interfere with, or alter the Company's meters, seals, or other property, or permit the same to be done by others than the Company's authorized agent or employee. Damage caused or permitted by the Customer to said property shall be paid for by the Customer. When unauthorized use of electric service is discovered, the Company may discontinue service and the Customer shall be required to pay for the estimated unauthorized usage, the costs of inspection, investigation, and reconnection before service is restored.

**X.**

**Resale Service**

This contract is made and electricity is sold and delivered upon the express condition that electricity supplied by the Company shall be for the Customer's use only and the Customer shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity or any part thereof, on a metered or unmetered basis to any person, firm or corporation except, (1) as provided for in G.S. 62-110(h) regarding resale of electricity by landlords to residential tenants where the landlord has a separate lease for each bedroom in the unit, and where such landlord has complied with the requirements in Chapter 22 of the Rules and Regulations of the Commission, or (2) as may be exempt from regulation under G.S. 62-3(23)(d) and (h).

Under no circumstances will the Company supply electricity for resale in competition with the Company.

**Customer Generation and Foreign Electricity**

The Customer shall not use the Company's electric service in parallel with other electric service, nor shall other electric service be introduced on the premises of the Customer for use in conjunction with or as a supplement to the Company's electric service, without the written consent of the Company. Non-utility owned generation systems may be allowed to interconnect pursuant to the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections (hereinafter "Interconnection Procedures") as approved by the North Carolina Utilities Commission, and upon entering into a contract for such service under an applicable rate schedule and/or rider.

**XI.**

**Service Interruptions**

The Company does not guarantee continuous service. It shall use reasonable diligence at all times to provide uninterrupted service, and to remove the cause or causes in the event of failure, interruption, reduction or suspension of service, but the Company shall not be liable for any loss or damage to a customer or customers resulting from such failure, interruption, single-phase condition, reduction or suspension of service which is due to any accident or other cause beyond its control, or to any of the following:

1. An emergency action due to an adverse condition or disturbance on the system of the Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.
2. An Act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, Municipal, County or other public authority.
3. Making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities, and in cases where, in its opinion, the continuance of service to Customers' premises would endanger persons or property.
4. It is expressly understood and agreed that the Company does not contract to furnish power for pumping water for extinguishing fires. In the event that the Customer shall use said electric power, or any part thereof, for pumping water to be used for extinguishing fires, the Consumer shall, at all times, keep on hand, or otherwise provide for, an adequate reserve supply of water so that it shall not be necessary to pump water by means of said electric power during a fire. It is expressly understood and agreed that the Company shall not, in any event, be liable to the Consumer, nor to any of the inhabitants of any municipal consumer nor to any person, firm or corporation for any loss or injury of or to property or person by fire or fires occasioned by, or resulting directly or indirectly from the failure of any pump, pumping apparatus or appliances to operate, whether said failure shall be due to the act or omission of the Company or otherwise. It is the intention of the parties hereto that the Company shall not, in any event, be liable for any loss or damage occasioned by fire or fires which may be caused by, or result from the failure of the Company to supply electric power to operate such or any pump or pumping apparatus or appliances.

## XII.

### **Suspension, Denial or Discontinuance of Service**

The Company, subject to the rules of the Commission, shall have the right to suspend its service for repairs or other necessary work on its lines, or system. In addition, the Company shall have the right to deny, suspend, or discontinue its service for any of the following reasons, provided the applicable statute of limitations is not exceeded and provided that the Company shall not suspend, deny or discontinue residential service for failure to pay outstanding bills for nonresidential service:

1. If a customer misrepresents his or her identity in a written or verbal agreement for service or receives service using another person's identity, except when a landlord as Customer provides electricity to a tenant as the user of the service in accordance with the "Provision of Electric Service By Landlord As Customer" section of these Service Regulations.
2. For violation by the Customer of any terms or conditions of the agreement between the Company and the Customer, or violation of any of these service regulations which are a part of the agreement.
3. For the reason that the Customer's use of the Company's service is detrimental to the service of other Customers.
4. For the reason that the Customer's use of the Company's service conflicts with, or violates orders, applicable ordinances or laws of the state or any subdivision thereof, or of the Commission having regulatory powers.
5. For the reason that wiring, equipment, appliance or device is installed or in use on the Customer's premises which permits the electricity to be used without passing through the Company's meter, or which prevents or interferes with the measuring of electricity by the Company's meter.
6. For the nonpayment of any bill, when due, for service rendered by the Company in the Customer's name at any location.
7. Upon failure or refusal of the Customer to make, restore or increase a deposit as required by the Company.
8. For the reason that the Company learns that at the time of application for service, a member of the household or business at the service location is indebted to the Company for service previously rendered in any area served by the Company.
9. For the reason of a past due and unpaid balance for service rendered by the Company in the name of another person who resides with the Customer after service has been provided to the Customer's household, but only if one or more of the following apply:
  - a. The Customer and the person were members of the same household at a different location when the unpaid balance for service was incurred.
  - b. The person was a member of the Customer's current household when the service was established, and the person had an unpaid balance for service at that time.
  - c. The person is or becomes responsible for the bill for the service to the Customer.
10. For the reason of a delinquent account for service rendered by the Company in the name of any other person who will reside in the Customer's household after the Customer receives the service, but only if one or more of the following apply:
  - a. The Customer and the person were members of the same household at a different location when the unpaid balance for service was incurred.
  - b. The person was a member of the Customer's current household when the service was established, and the person had an unpaid balance for service at that time.
11. For the reason that a Customer as landlord provides electricity to a tenant as user of the service in violation of the "Provision of Electric Service By Landlord As Customer" section of these Service Regulations.

### **Provision of Electric Service by Landlord as Customer**

1. For rental properties served on a nonresidential rate schedule and for rental properties which are condominiums, manufactured home, or are houses served under a residential rate schedule with just one dwelling unit and having one lease per residential dwelling unit, a customer who is either a landlord or property manager may provide electricity to a tenant as an amenity included in the rent so long as the landlord or property manager does not impose any variable rental charges based upon the electric usage by the tenant or any other additional fees or charges related to the provision of electric service and otherwise complies with applicable law related to the provision of electric service under these circumstances. In this circumstance, the bill for electric service in the name of the landlord or property manager shall be issued to the landlord's mailing address and not the service address.
  - a. Upon the Company's request, the landlord or property manager shall provide a copy of the lease agreement with the tenant or other documentation to confirm the rental arrangement complies with this service regulation.
  - b. The landlord or property manager shall provide the tenant with notice that the tenant may request that the landlord or property manager authorize the tenant to receive a copy of any disconnection notice as provided for in NCUC Rule R12-11 (n).
2. For residential rental properties with multiple dwelling units within a building and individual leases per dwelling unit, the landlord or property manager must either:
  - a. Provide individual meters for each dwelling unit, with the utility accounts in the name of the tenants (customers) in compliance with the prohibition on master meters as provide in N. C. General Statutes 143-151.42; or
  - b. Qualify for an exception to N. C. G. S. 143-151.42. Exceptions may include a Commission ordered exemption, such as energy efficient central HVAC units, or buildings with construction permits issued prior to September 1, 1977, or landlord resale of electric service in compliance with N.C. G. S. 62-110(h).

**Removal of Equipment**

In the event of discontinuance of service or expiration of contract, then it shall be lawful for the Company to remove its meters, apparatus, appliances, fixtures, or other property.

**Waiver of Default**

Any delay or omission on the part of the Company to exercise its right to discontinue or suspend service, or the acceptance of any part of any amount due, shall not be deemed a waiver by the Company of such right so long as any default in whole or in part or breach of contract on the part of the Customer shall continue, and whenever and as often as any default or breach of contract shall occur.

**Reconnect Fee**

In case of discontinuance of service for any reason except repairs or other necessary work by the Company, the Customer shall pay the Company a reconnect charge before service will be restored as follows:

If payment is received, or other arrangements made for reconnection, during normal business hours (8:00 a.m. and 5:00 p.m., Monday through Friday), the fee shall be \$9.25.

If reconnection is requested and / or payment is received after normal business hours (8:00 a.m. and 5:00 p.m., Monday through Friday), the fee shall be \$10.58.

**Returned Payment Charge**

When a check, electronic check, bank draft, debit card or credit card tendered for payment of a Customer's account, is subsequently returned by a financial institution due to a failure of the issuer's financial institution to honor the payment for good and sufficient reason, a \$5.00 fee will be charged the Customer for each such returned payment. The Company, at its option for good cause, may refuse to accept a check, electronic check, debit card, or credit card tendered as payment on a Customer's account.



### XIII.

#### Unavoidable Cessation of Consumption

In the event the Customer's premises is destroyed by fire, natural disaster, or other casualty, or the operation of its plant is shut down because of strike, fire, natural disaster, or other cause beyond the Customer's control, making a complete cessation of service, then upon written notice by the Customer to the Company within thirty (30) days thereafter, advising that the Customer intends to resume service as soon as possible, any minimum charge, or guarantee for which the Customer may be liable will be waived during the period of such cessation, and the contract shall be extended for a corresponding period. Otherwise, the agreement for service shall immediately terminate. When service has ceased under the described conditions, the Company shall have the right to (1) waive the collection of a deposit to reestablish service, (2) waive temporary service charges for temporary facilities or for reestablishment of service when such charges do not exceed a reasonable amount, (3) waive the collection of area lighting charges due to early termination of contract, and (4) waive the collection of a reconnection fee.

### XIV.

#### Copies

Schedules of rates, riders, copies of service regulations and information on right of way maintenance practices are available from the Company and from the Company's website. Forms of agreements and contracts are also available upon request.

### XV.

#### Changes

All agreements and contracts for service between the Company and its customers, including the rate schedules, riders, other programs and these Service Regulations, are subject to such changes and modifications from time to time as approved by the Commission or otherwise imposed by lawful authority.

### XVI.

#### Types of Service

The types of service supplied and the schedules applicable thereto are as follows:

#### 1. Residential Service

The residential rate schedules are applicable to an individual residence, condominium, ~~townhome, individually metered apartment, or, in accordance with the terms of Section XVI.2.a, a~~ manufactured home, ~~mobile home, or tiny home or individually metered apartment.~~ The residential rate schedules shall be applicable to only one meter serving an individual residence.

The residential rate schedules are available for a single dwelling unit providing ~~permanent and~~ independent living facilities complete for living, sleeping, eating, cooking and sanitation. ~~To qualify for a residential rate schedule, the dwelling unit must be. Additionally, for a manufactured home to be considered permanent, it must also be attached to a permanent foundation, connected to permanent water and sewer facilities and, labeled as a structure which can be used as a residential permanent dwelling, and under a lease arrangement for five (5) years or longer or located on customer-owned land.~~ If the structure does not meet the requirements of a ~~residential permanent~~ dwelling unit, service will be ~~considered temporary and~~ provided on one of the general service rate schedules.

Outbuildings, garages, swimming pools, water pumps, and other uses which form a part of the general living establishment on the same property with a residence may be connected to the residential service meter, or they may be separately metered; such separately metered services shall be served on one of the general service rate schedules.

Individual meters shall be installed by the Company for each individual residence, condominium, manufactured home, housekeeping apartment, or housekeeping unit for which a permit was issued or construction started after September 1, 1977, in accordance with North Carolina General Statute 143-151.42 which prohibits master metering. Exceptions must be approved by the Commission.

Residential service to two or more residences on the same property or to a residence or residences sub-divided into two or more individual housekeeping units may not be supplied through one meter on a residential rate schedule except as provided below:

#### Block Billing Under Residential Rate Schedules

- a. If, for any reason, the wiring is so arranged by the Customer that rewiring for individual meters is not feasible, but a single meter must be used for two or more residences or units, then for billing purposes through this single meter, the Basic Facilities Charge and each kWh block of the rate schedule shall be multiplied by the number of residence units served.
- b. Condominium units which were served as apartments through a single meter on a general service rate schedule before December 1, 1979, may continue to be served through one meter on a residential schedule; however, the Basic Facilities Charge and each kWh block of the rate schedule shall be multiplied by the number of residence units served.

Service Regulations (NC)  
Duke Energy Carolinas, LLC

North Carolina ~~Fifth~~<sup>Fourth</sup> Revised Leaf I  
Superseding North Carolina ~~Fourth~~<sup>Third</sup> Revised Leaf I

2. Service to Manufactured, Mobile, and Tiny -Home Parks, Recreational Parks, Portable Structures

a. Manufactured, Mobile, and Tiny Home Parks

Each space designated for the parking of manufactured homes, mobile homes, or tiny homes will be served through a separate meter for billing. ~~Manufactured homes in manufactured, mobile, and/or tiny home parks that which meet the requirements for a residential dwelling in of Section XVI.1, above will be billed in accordance with the applicable residential rate schedule. Nonpermanent manufactured homes will be provided service under XVI (15) Temporary Service below and billed in accordance with the applicable general service rate schedule.~~ Service connections will be the same as set forth in these Service Regulations VI.1.

Energy used by the manufactured, mobile, or tiny home park in its office, service buildings, area lighting, water pumps, and other purposes connected with the operation of the park, including spaces designated for the overnight parking of ~~manufactured~~ homes in transit or awaiting assignment to separately metered spaces available within the park, may be served through a single meter, and will be billed in accordance with the applicable general service rate schedule.

b. Recreational Parks, Campgrounds and Marinas

Service to recreational parks, campgrounds and marinas may be supplied to each establishment at one delivery point, and energy used in its offices, service buildings, area lights, water pumps, individual service outlets at campsites and boat slips, and other purposes connected with its operation, will be billed through one meter in accordance with the applicable general service rate schedule.

Where a portable structure (travel trailer, camper, motor home, water craft etc.) occupies and remains at an individual site in a recreation park, marina or campground under a lease arrangement for twelve (12) months or longer and meets the requirements for a residential dwelling in Section XVI.1, the Company may, at its option, provide an individual delivery and meter the service at the structure, on the individual campsite, or to a meter location on land for marinas. ~~When a portable structure is set up permanently at a site and meets the requirements of a permanent residence in XVI.1, above, energy used~~ The service will be billed in accordance with the applicable on a residential rate schedule. ~~Portable structures which do not meet the requirements of a permanent residence will be provided service under XVI (15) Temporary Service below and served on the general service rate schedule.~~ Service connections will be the same as set forth in these Service Regulations VI.1.

c. Locations other than Manufactured Home Parks, Recreational Parks, Campgrounds or Marinas

Service will be provided as set forth in these Service Regulations, XVI (15) Temporary Service, except that if the Customer presents satisfactory evidence of meeting the requirements for a residential dwelling in of Section XVI.1, the Company may, at its option, provide an individual delivery and meter the service at the structure, on the individual campsite, or to a meter location on land for marinas. ~~When a portable structure is set up permanently at a site and meets the requirements of a permanent residence in XVI.1, above, energy used~~ The service will be billed in accordance with the applicable on a residential rate schedule. ~~Portable structures which do not meet the requirements of a permanent residence will be provided service under XVI (15) Temporary Service below and served on the general service rate schedule.~~ Service connections will be the same as set forth in these Service Regulations VI.1.

3. Residential Service to Group Facilities

Facilities designed to provide residential care or a group home in a residential structure for up to and including nine adults or children (excluding houseparent or caregiver) may be served on a residential rate schedule provided the facility is a single housekeeping unit and energy is used only by equipment which would normally be found in a residence. If the facility has a separate housekeeping unit for the caregiver, commercial cooking or laundry equipment, vending machines, or other equipment not normally found in a residence the facility will be served on a general service rate schedule.

4. Professional Offices or Business Activities in Residences

For residences involving some business, professional, or other gainful activity, a residential rate schedule will be permitted only where:

- the electric energy used in connection with such activity is less than 15% of the total energy use; and
- the electric energy is used only by equipment which would normally be used in a residence.

Conspicuous business soliciting devices about the premises may be *prima facie* evidence that 15% or more of total electric energy use is for the business activity.

If all of the foregoing conditions cannot be met, the entire premises shall be classified as nonresidential and an appropriate nonresidential rate schedule shall be applied.

The Customer may, at his option, provide separate circuits so that the residential uses can be metered separately and billed under a residential schedule and the other uses under a general service schedule.



For residences in which a Day Nursery is operated, a residential rate schedule will be permitted provided:

- a. The operator and the operator's family, if any, live there.
- b. The nursery requires no extra electrical equipment or space in addition to that normally required for the operator's family.
- c. There are no conspicuous business soliciting devices about the premises.

If all of the foregoing conditions cannot be met, then the facility will be served on a general service rate schedule.

Effective for service on and after June 1, 2021  
NCUC Docket No. E-7, Sub 1214, Order dated March 31, 2021

Service Regulations (NC)  
Duke Energy Carolinas, LLC

Electricity No. 4  
North Carolina ~~Third Second~~ Revised Leaf J  
Superseding North Carolina ~~Second First~~ Revised Leaf J

5. Farm and Rural Service

The residential rate schedules are available for service through one meter to the Customer's personal farm residence, and for the usual farm uses outside the dwelling unit, but not for commercial operations selling at retail, or for non-farming operations, or for the processing, preparing, or distributing of products not indigenous to that farm.

The residential farm service customer may, at his option, elect to take the entire service under one of the general service rate schedules, or he may provide separate circuits so that the residential dwelling unit, together with the usual farm uses outside the dwelling unit, can be metered and served under a residential rate schedule, and the other uses under a general service rate schedule.

6. General Service

General Service rate schedules are available to the individual customer for any purpose other than those excluded by the availability paragraph of the schedules, and they shall apply to the following:

- a. Customers engaging in retail trade or personal service directly with the public such as hotels, motels, boarding houses; ("Boarding House" is defined as an establishment making a business of providing rooms and / or meals to the public in much the same manner as hotels and restaurants; or which has a license for operating such an establishment. This does not include homes taking in a small number of roomers and / or boarders, where the home-owner does not depend on the revenue there from as a principal source of income.)
- b. Hospitals, nursing homes, institutional care facilities;
- c. Office buildings, stores, shops, restaurants, service stations, and other commercial establishments;
- d. Schools, dormitories, churches, and other nonresidential customers, and other non-industrial customers;
- e. Energy used in a multi-family residential structure (other than the individual housekeeping units), such as hall lighting, laundry facilities, recreational facilities, etc.
- f. Miscellaneous services with individual meters serving well pumps, signs, customer-owned lighting, garages, etc.

General Service rate schedules continue to be available for master-metered apartments constructed prior to September 1, 1977, (or after September 1, 1977 with Commission approval) where the establishment consists of:

- a. one or more buildings, each three (3) or less stories in height, of three (3) or more individual apartment living units per building, located on contiguous premises and under single ownership, or
- b. a single building, under single ownership, four (4) or more stories in height, containing three (3) or more individual housekeeping units,

provided there is no submetering, resale, conjunctional, or sub-billing, or separate charge to tenants for electricity by the landlord, nor any form of variable rental charge based upon the electric usage by any tenant.

Notwithstanding a. above, 10% or less of the total number of living units being served through the single meter may be of two units per building, but no single-family units which may be among the buildings in the establishment can be served through the single meter. The number of buildings and apartment units to be served through a single meter may not be greater than the number for which the developer has secured a construction loan or permanent mortgage as of the date of the contract, and proof of such commitment may be required. Additional units to be built on the original premises or on an adjoining premises, must be contracted for separately and served through a separate meter and served on the applicable general service rate schedule.

Upon mutual agreement by the Customer and the Company, service will be rendered through a single meter to multiple delivery points, with the Company owning the distribution facilities between the meter and the several delivery points as set forth under the Extra Facilities section of these Service Regulations.

Service through a single meter billed on a general service schedule is available only for general building use and residential use. Any tenant who could otherwise qualify for any of the Company's rate schedules other than residential, must be served separately by the Company.

The landlord must enter into a contract with the Company for each establishment qualifying for the single meter general service rate schedule in a. or b. above, and the contract shall specify the number of buildings and the number of stories and

apartment units within each building in the establishment, the total contract demand of the establishment, and the names of streets, roads, or other boundaries of the contiguous premises within which each establishment is located.

Service will normally be supplied separately to each establishment as determined by the Company.

Effective for service on and after January 1, 2010  
NCUC Docket No. E-7, Sub 1214909, Orders dated December 7, 2009 and December 28, 2009

7. **Industrial Service**  
The industrial service rate schedule is available to customers classified as “Manufacturing Industries” by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric usage of such establishment is for its manufacturing processes.
8. **Outdoor Lighting Service**  
Customer-owned outdoor lighting service may be connected to the residential, general service, or industrial service meter or it may be separately metered. Such separately metered services shall be served on the general service schedule. Where the Company owns and operates the lighting equipment, service will be provided under Schedule OL or NL.
9. **Seasonal Service**  
Where the Customer’s use of energy is seasonal, generally it will be to his advantage to keep his premises connected to the Company’s lines throughout the year. Under certain rate schedules, the Customer may elect to contract for an annual minimum charge, rather than a monthly minimum charge, as outlined in the applicable schedules. The Company will disconnect the service for a period of inactivity upon request, but will make a disconnect charge of \$15.00 if the service has been connected less than 6 months.
10. **Government and Municipal Service**  
The regular general service rate schedules are available for government and municipal service to facilities such as offices and schools. Schedule PL is available to governmental entities for street and public area lighting. Schedule TS is available to governmental entities for traffic and safety signals.
11. **Time of Use Service**  
Time of Use rates are optional and are available to residential and nonresidential customers.
12. **Power Manager and PowerShare**  
These optional riders offer credits for contracting customers who provide a source of capacity to the Company when the Company requests interruption of service.
13. **Breakdown and Standby Service**  
The Company does not supply breakdown or standby service, and service under its rate schedules may not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.
14. **Net Metering**  
Net metering is available under Riders NM and SCG for installed customer generation systems and equipment that comply with the provisions outlined in the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections (hereinafter “Interconnection Procedures”) as approved by the North Carolina Utilities Commission.

#### 15. Temporary Service

Temporary service for construction of buildings or other establishments which will receive permanent electric service from the Company's lines when completed will be provided under Schedule BC if single-phase service is supplied. Three phase service will be supplied under the applicable general service schedule.

~~As to Temporary service for construction projects which will not result in permanent electric service, vehicles or structures designed or used to provide mobility and/or nonpermanent living accommodations (including, but not limited to, boats, campers, motor homes, chassis mounted tiny homes or recreational vehicles—which do not meet the requirements of a permanent residence in XVI-1, above), rock crushers, asphalt plants, mobile classrooms, carnivals, fairs, and other nonpermanent installations, will be provided on the General Service Schedule where~~ the Customer agrees to pay the actual cost of connection and disconnection. The cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed. A deposit may be required equal to the estimated cost of connection and disconnection plus the estimated billing on the applicable rate schedule for the period involved, with said deposit to be returned if the contract period is fulfilled.

#### 16. Special Provisions

- a. Service to x-ray, magnetic resonating image, welding, material shredding/recycling and other equipment that may create voltage disturbances on the Company's system may be operated by the Customer through the regular service meter when such operation will not adversely affect the Company's system or the quality of service to neighboring customers.

- (1) If, however, the use of such equipment causes voltage fluctuations detrimental to the service of the Customer, any other customer(s) or the Company's system, the Company shall provide the Customer with notice of the voltage disturbance and an opportunity to consult with the Company to assist in identifying a cost effective solution. As a solution, the Company may:

- a. Set a separate transformer for the exclusive use of the Customer, and extend a separate service to the Customer's premises. This service shall be metered, and shall be billed on the applicable rate schedule. In addition, the Customer shall be billed 30 cents per month per KVA for the separate transformer.

OR

- b. Provide facilities on the Company's side of the delivery point for the exclusive use of the Customer necessary to eliminate the disturbance. Such facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage shall be billed in accordance with the Extra Facilities provisions of Leaf M of these Service Regulations.

In lieu of providing the facilities described in Subsection a.(1)(a) or a.(1)(b) above, the Company may require the Customer to either discontinue the operation of the equipment or install the necessary protective apparatus to eliminate the disturbance to any other customer(s) or the Company's system. Nothing in this Section shall limit the Company's rights to deny, discontinue or suspend its service pursuant to Leaf G, Section XII these Service Regulations.

- (2) If the Company in its discretion determines that the installation of extra facilities or any associated equipment on the Company's side of the delivery point is impossible, infeasible or operationally unsatisfactory, and the Customer demonstrates that only available protective apparatus that it could install on its side of the delivery point to eliminate the disturbance constitutes an emerging technology, the Company and the Customer may agree to jointly implement the emerging technology. The Company may contribute up to 50% of the total cost to implement the emerging technology. The Customer shall enter into a new electric service agreement with the Company which shall have a minimum original term of 5 years. Any early termination fee shall include reimbursement of the Company's contribution on a pro-rata basis. The agreement may include provisions regarding the operating characteristics of the Customer's equipment and performance of the protective apparatus. If the emerging technology protective apparatus does not eliminate the disturbance to any other customer(s) or the Company's system, Section a. (1) above shall apply.

For the purposes of this Section a. (2), "emerging technology" shall include uniquely designed equipment that has not yet been successfully implemented at three or more comparable facilities in the United States. The Company shall make the final determination as to what constitutes "emerging technology".

Special Provisions (continued)

- b. Selection of Rate Schedule For certain classes of service, optional schedules are available which result in lower average prices to customers because of their usage characteristics. Since this use is under the control of the Customer, the amount of saving, if any, is also under his control and the choice of schedules, therefore, lies with him.

Upon request, investigation will be made and assistance will be given to the Customer in selecting the rate which is most favorable to his condition and to determine whether the rate under which he is being billed is the most advantageous. The Company does not guarantee that each customer will be served under the most favorable rate at all times, and will not be responsible for notifying the Customer of the most advantageous rate. Not more than one change from one optional rate to another will be made within any twelve (12) month period for any customer. In addition, when a Customer selects an optional rate with seasonal or time of use pricing, the Company reserve the right to restrict rate changes to once annually, on the anniversary date of the agreement for the optional rate. When a change is made from an optional rate to another, no refund will be made of the difference in charges under different rates applicable to the same class of service.

- c. Extra Facilities. At the request of the Customer, the Company will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage, in accordance with the applicable rate schedule, such additional facilities to be furnished under an "Extra Facilities Clause" added to and made a part of the Company's standard form of contract and containing the following provisions:
- 1) Service shall be used solely by the contracting Customer in a single enterprise located entirely on a single, contiguous premises, and there shall be no exemption from any of the other provisions of these Service Regulations.
  - 2) "Extra Facilities" shall consist of such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, off-site facilities or other equipment installed for the use of the contracting Customer, other than facilities which the Company would furnish to the Customer without cost under its standard form of contract.
  - 3) The facility to be supplied shall be Company standard overhead transmission or distribution, or transmission and distribution, equipment to be installed only on the Company side of the point of delivery.
  - 4) A monthly "Extra Facilities Charge" equal to 1.0% of the installed cost of the facilities, but not less than \$25, shall be billed to the Customer in addition to the billing for energy, or for demand plus energy, in accordance with the applicable rate schedule. In lieu of the monthly charge above, at the Company's option, the Customer may elect to be billed under an alternative payment option to the 1.0% per month. The alternative payment option will be calculated such that the net present value of the payments made by the Customer under the alternative payment option will be equal to the net present value of the 1.0% per month payment option. Under such payment option the payment must be renewed after each thirty-four (34) year period.
  - 5) The "installed cost of extra facilities" shall be the original cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses, all estimated if not known. The original cost of materials used is the current market price of the equipment at the time the equipment is installed, whether said equipment is new or out of inventory.
  - 6) "Extra Facilities" shall include the installed cost of extra meters and associated equipment necessary to record demand and energy at the voltage delivered to the Customer. Upon mutual agreement between the Customer and the Company, demand and energy may be metered at primary voltage, without compensation for transformer loss, and without inclusion of any part of the metering cost as an extra facility. When extra facilities furnished include a voltage regulator, metering equipment shall be installed on the Company side of the regulator, or if this is not feasible, the meter shall be compensated so as to include registration of the regulator losses.
  - 7) When the extra facilities requested by the Customer consist of those required to furnish service at either more than one delivery point on the premises or at more than one voltage, or both, the installed cost of the extra facilities to be used in the computation of the Extra Facilities Charge shall be the difference between the installed cost of the facilities made necessary by the Customer's request, and the installed cost of the facilities which the Company would furnish without cost to the Customer under its standard form of contract.
  - 8) The Company shall have the option of refusing requests for extra facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the Company's service to other customers.
  - 9) Contracts containing the Extra Facilities clause shall have a minimum original term of 5 years to continue from year to year thereafter, but the Company may require the payment of removal costs in contracts with original terms of 10 years or less, and may require advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.
  - 10) Customers from whom the Company may be furnishing extra facilities under contracts made prior to September 1, 1962 shall be exempted from all provisions of this Extra Facilities Clause except 1) until such time as their contracts may expire, or are terminated by the Customer, or are terminated by the Company for reasons not related to the furnishing of extra facilities
  - 11) In the event that an existing extra facility must be modified or replaced, whether or not such modification or replacement is requested by the affected extra facility Customer, then the installed cost of extra facilities on which the monthly Extra Facilities Charge is based shall be the installed cost of existing equipment, plus the installed cost of new additions, less the installed cost of equipment removed. The installed cost of existing equipment shall be the same installed cost used for said equipment immediately prior to the modification or replacement. The installed cost of new additions shall be the current market price of said new additions at the time the new additions are installed. The installed cost of equipment removed shall be the same installed cost used for said equipment immediately prior to removal.

# **ATTACHMENT C**

## **DEC TARIFF REVISIONS**

### **MINIMUM BILL**

**(CLEAN AND REDLINED)**

## SCHEDULE HP (NC) HOURLY PRICING FOR INCREMENTAL LOAD

### AVAILABILITY (North Carolina Only)

Available to non-residential establishments with a minimum Contract Demand of 1000 kW who qualify for service under the Company's rate schedules LGS, I, OPT-V, or PG, at the Company's option on a voluntary basis. The maximum number of customers on the system to be served under this schedule is one hundred fifty (150).

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available for a customer who qualifies for a residential schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

The Company may cancel this schedule at any time it deems necessary.

### TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or

3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or

3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or

3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or

3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

### BILL DETERMINATION

The monthly bill under this schedule shall be the sum of the Baseline Charge, Rationing Charge, Incremental Demand Charge, Standby Charge (if applicable), Energy Charge, Power Factor Charge (if applicable), Minimum Bill (if applicable), and Riders.

Where:

Baseline Charge = \$ amount calculated from CBL

Rationing Charge = Sum of [(New Load kWh per hour – Reduced Load kWh per hour) x Hourly Rationing Charge]

Incremental Demand Charge = Incremental Demand kW x 86.18¢ per kW

Standby Charge = (see Provision for Customers Operating in Parallel with the Company)

Energy Charge = (a) + (b)

Power Factor Charge = (see Power Factor Adjustment below)



## SCHEDULE HP (NC) HOURLY PRICING FOR INCREMENTAL LOAD

Minimum Bill = (see Minimum Bill below)

Riders = (see Riders below)

Where:

- a) = Sum of [(New Load kWh per hour – Reduced Load kWh per hour) x Hourly Energy Charge]
- b) = Net New Load kWh x 0.5 ¢ per kWh Incentive Margin, but not less than zero.

### DEFINITIONS

**Customer Baseline Load (CBL):** The CBL (kWh per hour) is one full year (365 days) of the individual Customer's hourly loads representing the Customer's energy use and load pattern on the applicable qualifying rate schedule. The CBL, as agreed to by the Customer and the Company, is used to define the level of kWh in each hour, above which all kWh will be billed at the hourly energy prices described under Schedule HP.

**Baseline Contract Demand:** The maximum monthly billing demand of the CBL.

**New Load:** New Load (kWh per hour) is the amount by which actual kWh in any hour exceeds the CBL kWh for the same hour.

**Reduced Load:** Reduced Load (kWh per hour) is the amount by which actual kWh in any hour is less than the CBL kWh for the same hour.

**Net New Load:** Net New Load (kWh per month) is the sum of New Load kWh per hour during the month less the sum of Reduced Load kWh per hour during the month.

**Incremental Demand:** The Incremental Demand for local distribution facilities (kW per month) is the amount by which the maximum integrated 30-minute demand during the month for which the bill is rendered exceeds billing demand plus standby demand used in determining the baseline charge for the same period.

**Month:** The term "month" as used in the Schedule means the period intervening between readings of electronic pulse data for the purpose of monthly billings. Such data will be collected each month at intervals of approximately thirty (30) days.

**Contract Demand:** The Company will require contracts to specify a Contract Demand which will be the maximum demand to be delivered under normal conditions.

### RATE

**Baseline Charge:** The Baseline Charge (\$/month) is determined each month by calculating a bill on the current revision of the Customer's qualifying rate schedule using Customer Baseline Load for the month to arrive at the appropriate monthly demand and energy amounts. Provisions of the qualifying rate schedule, including Determination of Billing Demand, Applicable Riders, Extra Facilities Charge, Interconnection Facilities Charge, etc. will apply to the bill calculation used to determine the Baseline Charge.

**Rationing Charge:** The Rationing Charge (¢/kWh) consists of a generation component and/or a transmission component and/or a distribution component and will be determined on an hourly basis during the month. The components apply to any hour of the month when reserve margins are expected to be below 1,800 MWh. The deficit reserve amount is equal to 1,800 less the expected reserve amount. Each deficit MWh will be priced by the appropriate component. The generation and transmission components apply to all customers. The distribution component applies only to distribution-served customers. If the above condition does not occur during the month, the Rationing Charge will be zero. The Rationing Price will be communicated as described in Energy Price Determination

**Incremental Demand Charge** 86.18¢ per kW per month

**Energy Charge:** The Energy Charge (¢/kWh) is the hourly charge equal to expected marginal production cost including line losses, and other directly-related costs. The Energy Charge will be communicated as described in Energy Price Determination.

**Incentive Margin:** 0.5¢ per kWh which is applied to Net New Load, but shall not be less than zero.

### SCHEDULE HP (NC) HOURLY PRICING FOR INCREMENTAL LOAD

#### RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider (applicable to Baseline Charge only)
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

#### MINIMUM BILL

The monthly bill shall be calculated as specified above under Bill Determination. Beginning in the fourth full month for new service installations, the Minimum Bill component of the monthly bill is calculated by comparing the sum of the charges listed in 1. below and the charges listed in 2. below. (See exception below.) If the sum of the charges listed in 2. below exceeds the charges listed in 1. below, the Minimum Bill is the difference between the two amounts. Otherwise, the Minimum Bill is zero.

1.
  - (a) The monthly Demand Charges included in the Baseline Charge
  - (b) Standby Charges, if applicable
  - (c) Incremental Demand Charges
  - (d) Incentive Margin applied to Net New Load
2.
  - (a) the total of \$2.15 per kW per month of Baseline Contract Demand
  - (b) \$ 0.8618 per month multiplied by the difference between Contract Demand and Baseline Contract Demand.

#### DETERMINATION OF PRICING PERIODS

Each hour of the day is a distinct pricing period. The initial pricing period of the day is a one-hour period beginning at 12:00:01 a.m. and ending at 1:00:00 a.m. The last pricing hour of the day begins at 11:00:01 p.m. and ends at 12:00 midnight.

#### ENERGY PRICE DETERMINATION

Each business day by 4:00 p.m., the hourly Energy Charges, and Rationing Charges, if applicable, for the 24 hours of the following day will be communicated to the Customer. Prices for weekends and Company holidays will be communicated to the Customer by 4:00 p.m. on the last business day before the weekend or holiday. The customer is responsible for notifying the company if he fails to receive the price information.

## SCHEDULE HP (NC) HOURLY PRICING FOR INCREMENTAL LOAD

### PROVISION FOR CUSTOMERS OPERATING IN PARALLEL WITH THE COMPANY

If a customer has power generating facilities operated in parallel with the Company and the Baseline Charge is not calculated under Schedule PG, the Standby Charge, Determination of Standby Charges and Interconnection Facilities Charge provisions of Schedule PG shall be applicable to service under this schedule. The Incremental Demand Charge does not apply to any incremental demand that is less than Standby Demand. In addition, customers operating a generator in parallel with the Company's system, must comply with the provisions outlined in the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections (hereinafter "Interconnection Procedures") as approved by the North Carolina Utilities Commission.

### PROVISION FOR CUSTOMERS SERVED UNDER RIDER IS

For customers served under Rider IS, the Interruptible Contract Demand shall be the same as that contracted for during the baseline period. Further, the calculation of the Effective Interruptible Demand (EID) each month will exclude all energy consumed above the CBL. The Rationing Charge will not apply to reduced load above Firm Contract Demand during the hours of interruption periods.

### PROVISION FOR CUSTOMERS SERVED UNDER RIDER PS

For customers served under PowerShare, Rider PS, the Maximum Curtailable Demand shall be the same as that contracted for during the baseline period and the PowerShare Firm Demand must be at least 100 kW less than the Customer Baseline (CBL). Further, the calculation of the Effective Curtailable Demand (ECD) each month will exclude all energy consumed above the CBL. The PowerShare Curtailed Energy Credit will apply to only the load curtailed between the Firm Demand and the smaller of the Forecasted Demand and the CBL, provided the Forecasted Demand is greater than the Firm Demand. The Hourly Energy Charge and Hourly Rationing Charge will not apply to HP Reduced Load above the PowerShare Firm Demand during a Curtailment Period.

### POWER FACTOR ADJUSTMENT

The Company will adjust, for power factor, the kWh for any customer operating in parallel, and may adjust the kWh for any other customer served under this schedule. The power factor adjustment may result in a Power Factor Charge, if applicable, as follows:

Power Factor Charge = Sum of Hourly Load Correction Amounts for all hours in the billing period, but not less than zero,

Where:

Hourly Load Correction Amount = Hourly Load Correction kWh x Hourly Price

Hourly Load Correction kWh = [total hourly kWh x (0.85 ÷ hourly power factor)] – total hourly kWh

### EXTRA FACILITIES CHARGE

A monthly "Extra Facilities Charge" equal to 1.0% of the installed cost of extra facilities necessary for service under Schedule HP, but not less than \$25, shall be billed to the Customer in addition to the bill under Schedule HP described under Bill Determination and any applicable Extra Facilities Charge included in the Baseline Charge.

### MODIFICATIONS OF THE CBL

The CBL will normally represent a full year under the same rate design or structure, and may be reestablished every four years. Modifications to the CBL may be allowed at the option of the Company under certain situations. These situations may include, but are not limited to, the following:

- Adjustments of load patterns associated with annual plant shutdowns, or to smooth random variations in the load pattern, provided the modifications result in revenue neutrality
- One-time permanent modifications to the physical establishment capacity completed prior to initiating service on this schedule
- Adjustments to reflect any Company-sponsored load management program

SCHEDULE HP (NC)  
HOURLY PRICING FOR INCREMENTAL LOAD

For a Customer operating an electric dual-fuel boiler under this Schedule, the rate schedule used to calculate the baseline charges will be OPT-G, OPT-H or OPT- I as appropriate with all on-peak energy above the baseline billed at the hourly price under this Schedule. The off-peak baseline (CBL) will be determined based on one of the following at the customer's option.

1. The off-peak CBL will be established as provided for this schedule except that the baseline may be adjusted during any month during which the Net New Load divided by the Baseline Energy is within plus or minus 25% of the CBL, except that any period during the month for which a Rationing Charge is imposed will be excluded from this criteria.
2. The off-peak CBL may be reestablished each month based on the Customer's actual load.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each Customer shall enter into a contract to purchase electricity under this schedule for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

**SCHEDULE I (NC)  
INDUSTRIAL SERVICE****AVAILABILITY (North Carolina Only)**

Available only to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

**TYPE OF SERVICE**

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

**RATE**

I.	Basic Facilities Charge per month	\$19.27
II.	Demand Charge	
	For the first 30 kW of Billing Demand per month, per kW	No Charge
	For all over 30 kW of Billing Demand per month, per kW	\$4.5087
III.	Energy Charge	
	<u>For the First 125 kWh per kW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month, per kWh	11.2536 ¢
	For the next 87,000 kWh per month, per kWh	6.1669 ¢
	For all over 90,000 kWh per month, per kWh	5.8888 ¢

**SCHEDULE I (NC)  
INDUSTRIAL SERVICE**For the Next 275 kWh per kW Billing Demand per Month:

For the first 140,000 kWh per month, per kWh	4.9165 ¢
For all over 140,000 kWh per month, per kWh	4.7345 ¢

For all Over 400 kWh per kW Billing Demand per Month:

For all kWh per month, per kWh	4.4995 ¢
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**RIDERS**

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

**DEFINITION OF "MONTH"**

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

**DETERMINATION OF BILLING DEMAND**

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand during the billing months of June-September within the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand
4. 30 kilowatts (kW)

Provision 3. related to Contract Demand will apply beginning with the fourth full billing month for new installations.

**MINIMUM BILL**

Beginning in the fourth full month for new service installations, the minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly: \$2.17 per kW per month of Contract Demand

**SCHEDULE I (NC)  
INDUSTRIAL SERVICE**

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual: \$40.58 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate Above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

**PAYMENT**

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

**CONTRACT PERIOD**

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

## SCHEDULE LGS (NC) LARGE GENERAL SERVICE

### AVAILABILITY (North Carolina Only)

Available to the individual customer with a kilowatt demand of more than 75 kW. If the customer's measured demand is 75 kW or less for twelve consecutive months, the customer will be served under Schedule SGS.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

### TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option;  
or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

### RATE

I.	Basic Facilities Charge per month	\$23.91
II.	Demand Charge	
	For the first 30 kW of Billing Demand per month, per kW	No Charge
	For all over 30 kW of Billing Demand per month, per kW	\$4.0167
II.	Energy Charge	
	<u>For the First 125 kWh per kW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month, per kWh	11.4527¢
	For the next 87,000 kWh per month, per kWh	6.7689¢
	For all over 90,000 kWh per month, per kWh	6.7060¢



**SCHEDULE LGS (NC)  
LARGE GENERAL SERVICE**

For the Next 275 kWh per kW Billing Demand per Month:

For the first 6,000 kWh per month, per kWh	6.3103¢
For the next 134,000 kWh per month, per kWh	5.4839¢
For all over 140,000 kWh per month, per kWh	5.3824¢

For all Over 400 kWh per kW Billing Demand per Month:

For all kWh per month, per kWh	5.1191¢
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RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand during the billing months of June-September within the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand
4. 30 kilowatts (kW)

The Company will install a permanent demand meter for all customers under this Schedule.

Provision 3. related to Contract Demand will apply beginning with the fourth full billing month for new installations.

**SCHEDULE LGS (NC)  
LARGE GENERAL SERVICE****MINIMUM BILL**

Beginning in the fourth full month for new service installations, the minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly: \$2.13 per kW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual: \$ 42.43 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate Above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

**PAYMENT**

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

**CONTRACT PERIOD**

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances. If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

**SCHEDULE OPT-V (NC)  
OPTIONAL POWER SERVICE, TIME OF USE  
WITH VOLTAGE DIFFERENTIAL**

**AVAILABILITY (North Carolina Only)**

Available to the individual customer. Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

**TYPE OF SERVICE**

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option;  
or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

**RATE****I. Transmission Service**

Delivery voltage greater than or equal to 44 kV

A. Basic Facilities Charge	\$32.17
B. Demand Charge	
On-Peak Demand Charge per kW Billing Demand per month, June 1 – September 30 (Summer)	\$10.4764
On-Peak Demand Charge per kW Billing Demand per month, October 1 – May 31 (Winter)	\$5.7162
C. Energy Charge	
All On-Peak Energy per month, per kWh	6.2590¢

SCHEDULE OPT-V (NC)  
OPTIONAL POWER SERVICE, TIME OF USE  
WITH VOLTAGE DIFFERENTIAL

All Off-Peak Energy per month, per kWh 3.0369¢

II. Primary Service

Delivery voltage greater than 600 volts but less than 44 kV where the maximum on-peak actual demand during the months of June – September is as follows: Small - less than or equal to 1,000 kW; Medium - greater than 1,000 kW but less than or equal to 3,000 kW; Large - greater than 3,000 kW

	<u>Small</u>	<u>Medium</u>	<u>Large</u>
A. Basic Facilities Charge	\$32.17	\$32.17	\$32.17
B. Demand Charge			
On-Peak Demand Charge per kW Billing Demand per month, June 1 – September 30 (Summer)			
For the First 5,000 kW, per kW	\$13.8291	\$14.2318	\$15.2124
For all over 5,000 kW, per kW	\$13.8291	\$14.2318	\$10.7748
On-Peak Demand Charge per kW Billing Demand per month, October 1 – May 31 (Winter)			
For the First 5,000 kW, per kW	\$8.1147	\$8.0472	\$8.5828
For all over 5,000 kW, per kW	\$8.1147	\$8.0472	\$6.1219
Economy Demand Charge per month, per kW	\$1.3714	\$1.3714	\$1.3714
C. Energy Charge			
All On-Peak Energy per month, per kWh	6.7940¢	6.2711¢	6.3148¢
All Off-Peak Energy per month, per kWh	3.2764¢	3.0283¢	3.0361¢

III. Secondary Service

Delivery voltage less than or equal to 600 volts where the maximum on-peak actual demand during the months of June – September is as follows: Small - less than or equal to 1,000 kW; Medium - greater than 1,000 kW but less than or equal to 3,000 kW; Large - greater than 3,000 kW

	<u>Small</u>	<u>Medium</u>	<u>Large</u>
A. Basic Facilities Charge	\$32.17	\$32.17	\$32.17
B. Demand Charge			
On-Peak Demand Charge per kW Billing Demand per month, June 1 – September 30 (Summer)	\$16.3266	\$15.4708	\$13.4143
On-Peak Demand Charge per kW Billing Demand per month, October 1 – May 31 (Winter)	\$9.7401	\$8.6707	\$7.6976
Economy Demand Charge per month, per kW	\$2.2456	\$2.2456	\$2.2456
C. Energy Charge			
All On-Peak Energy per month, per kWh	6.1104¢	6.2317¢	6.3255¢
All Off-Peak Energy per month, per kWh	3.0222¢	3.0257¢	3.0287¢

DETERMINATION OF CUSTOMER SIZE CLASSIFICATION

The demand used to determine the rate classification of the customer as Small, Medium or Large, used in the calculation of the monthly bill, shall be the maximum thirty (30) minute on-peak actual demand registered during the months of June-September

**SCHEDULE OPT-V (NC)  
OPTIONAL POWER SERVICE, TIME OF USE  
WITH VOLTAGE DIFFERENTIAL**

within the previous 12 months; however, if the customer was not served on a time of use rate prior to taking service under Schedule OPT-V, the customer's maximum integrated thirty (30) minute actual demand for the billing months of June through September shall be used. For new customers, the Company shall determine the size classification based on an appropriate estimate of the maximum on peak actual demand for the months of June through September.

Each year, at the end of the summer season, accounts will be reviewed to determine if a change in classification is necessary based on the most recent months of June through September. If a change in classification is warranted, such change and reclassification shall be effective with the November billing period which follows the summer season. The Company may, at its option, change the rate classification at other times if, upon its own assessment, the Company determines that a change in the load would warrant a change in classification prior to the annual review.

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

	Summer Months <u>June 1 – September 30</u>	Winter Months <u>October 1 – May 31</u>
On-Peak Period Hours	1:00 p.m. – 9:00 p.m. Monday – Friday	6:00 a.m. – 1:00 p.m. Monday – Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours. All hours for the following holidays shall be considered as Off-Peak: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.	

**RIDERS**

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

**DEFINITION OF "MONTH"**

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billings. Readings are taken once a month at intervals of approximately thirty (30) days.

SCHEDULE OPT-V (NC)  
OPTIONAL POWER SERVICE, TIME OF USE  
WITH VOLTAGE DIFFERENTIAL

Summer months rates apply to service from June 1 through September 30. Winter months apply to service from October 1 through May 31.

CONTRACT DEMAND

The Company will require contracts to specify the maximum demand to be delivered to the Customer which shall be the Contract Demand.

Where the Customer can restrict on-peak demand to levels considerably below that of the Contract Demand, the Company may also contract for a limited On-Peak Contract Demand in addition to the Contract Demand. The On-Peak Contract Demand is the maximum demand to be delivered to the Customer during the On-Peak Hours of any month.

DETERMINATION OF BILLING DEMAND

- A. The On-Peak Billing Demand each month shall be the largest of the following:
1. The maximum integrated thirty-minute demand during the applicable summer or winter on-peak period during the month for which the bill is rendered.
  2. Fifty percent (50%) of the Contract Demand (or 50% of the On-Peak Contract Demand if such is specified in the contract)
  3. 15 kilowatts (kW)
- B. Economy Demand (not applicable to Transmission Service Rate)

To determine the Economy Demand, the larger of:

1. The maximum integrated thirty-minute demand during the month for which the bill is rendered; or
2. 50% of the Contract Demand

shall be compared to the On-Peak Billing Demand as determined in A. above. If the demand determined by the larger of B. 1 and B. 2 above exceeds the On-Peak Billing Demand, the difference shall be the Economy Demand.

Provisions A.2. and B.2. related to Contract Demand will apply beginning with the fourth full billing month for new installations.

MINIMUM BILL

Beginning in the fourth full month for new service installations, the minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the sum of the On-Peak Demand Charge and the Economy Demand Charge (if applicable) shall not be less than \$2.13 per month per kW of Contract Demand. If the Customer's measured demand exceeds the Contract Demand, the Company may at any time establish the minimum based on the maximum integrated demand in the previous twelve months including the month for which the bill is rendered.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend

SCHEDULE OPT-V (NC)  
OPTIONAL POWER SERVICE, TIME OF USE  
WITH VOLTAGE DIFFERENTIAL

service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE PG (NC)  
PARALLEL GENERATIONAVAILABILITY (North Carolina Only)

Available only to non-residential establishments which have generating facilities not in excess of eighty (80) megawatts which are interconnected with the Company's system.

Service under this Schedule shall be used solely by the individual contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

The Customer's interconnected power generating facilities may be operated in parallel with the Company's system. Power delivered under this schedule shall not be used for resale or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Power Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The Company will provide service to the Customer's net load (total load less Customer generation), and will purchase excess energy from the Customer when the Customer's generation output exceeds the Customer's load, at the rates shown below. Meters for the measurement of excess energy purchased by the Company under this Schedule shall be equipped with compensation to reflect delivery of such energy to the high voltage side of the transformer installation. This Schedule is not available for purchase by the Company of the entire output of the Customer's generator in excess of auxiliary load.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one metering point, at one delivery point, at one of the following approximate voltages where available, upon mutual agreement:

- 3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
- 3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
- 3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
- 3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE

## CHARGES

		Interconnected To	
		<u>Transmission System</u>	<u>Distribution System</u>
I.	Customer Charge per month	\$ 69.90	\$ 69.90
II.	On-Peak Demand Charge per On-Peak month, per kW	\$15.3865	\$18.2779



SCHEDULE PG (NC)  
PARALLEL GENERATION

III.	Energy Charge		
	a. All On-Peak Energy per month, per kWh	4.3316¢	4.4363¢
	b. All Off-Peak Energy per month, per kWh	4.1126¢	4.1983¢
IV.	Standby Charge per month, per kW	\$1.7235	\$1.7235

## CREDITS

Credits for excess energy delivered to the Company are set forth in the most recently approved Schedule PP (NC) Variable Rate Energy Credit applicable to the Customer's generation type.

RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh charges shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

DEFINITION OF ON-PEAK AND OFF-PEAK PERIODS

On-Peak Period Hours	7:00 a.m. – 11:00 p.m. Monday – Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period of time between meter readings for the purpose of monthly billings. Readings are taken once a month at intervals of approximately thirty (30) days.

On-Peak Months	Billing Months of December, January, February, March, June, July, August, September
Off-Peak Months	Billing Months of April, May, October, November

CONTRACT DEMAND

The Company will require contracts to specify a Contract Demand. The Contract Demand shall be the maximum demand to be delivered under normal conditions to the Customer during the on-peak periods of the On-peak Billing months of December through March and June through September.

DETERMINATION OF DEMAND CHARGES

The On-Peak Demand for billing purposes shall be the largest of the following:

North Carolina Sixty-Third Revised Leaf No. 55  
Effective for service rendered on and after \_\_\_\_\_  
NCUC Docket No. E-7, Sub 1214, Order dated \_\_\_\_\_

**SCHEDULE PG (NC)  
PARALLEL GENERATION**

1. The maximum integrated thirty-minute demand during the on-peak period during the On-Peak month for which the bill is rendered.
2. Seventy-five percent (75%) of the Contract Demand
3. 30 kilowatts (kW)

Demand charges are applicable for the billing months of December through March and June through September. Demand charges do not apply in the billing months of October, November, April, or May.

Provision 2. related to Contract Demand will apply beginning with the fourth full billing month for new installations.

**DETERMINATION OF STANDBY CHARGE**

The Company will require each customer who supplies any portion of his electrical requirements by his generating facilities to contract for standby, auxiliary, or breakdown service. For billing purposes, the Standby kW will be based on the nameplate capacity in kilowatts of the Customer's generating facility.

However, at the option of the Customer, additional metering facilities will be installed and for billing purposes, the Standby kW will be based on the Customer's maximum integrated thirty-minute demand which has been supplied by the Customer's generating facilities during the previous twelve months, including the month for which the bill is rendered. If additional metering facilities are installed, they will be subject to a monthly Extra Facilities Charge.

**SAFETY, INTERCONNECTION AND INSPECTION REQUIREMENTS**

This Schedule is only applicable for installed generation systems and equipment that comply with the provisions outlined in the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections (hereinafter "Interconnection Procedures") as approved by the North Carolina Utilities Commission.

The Customer must submit an Interconnection Request which must be accepted by the Company, pay an application fee, comply with the liability insurance requirements of the Interconnection Procedures, and enter into a specific contract providing for interconnection to the Company's system.

In order to ensure protection of the Company's system, the Company reserves the right, at its discretion, to inspect the Customer's generation system and equipment at any time upon reasonable notice to the Customer in an effort to ensure compliance with the Interconnection Procedures. The Company reserves the right to disconnect electric service to the premises if the Company determines that the Customer's generation system and equipment is not in compliance with the Interconnection Procedures and is being operated in parallel with the Company's system.

**INTERCONNECTION FACILITIES CHARGE**

The Customer shall be responsible for providing suitable control and protective devices on his equipment to assure no disturbance to other customers of the Company or to the Company itself, and to protect the Customer's facilities from all loss or damage which could result from operation with the Company's system.

The Company will furnish, install, own, and maintain interconnection facilities as necessary for service under this Schedule including:

- Suitable control and protective devices installed on the Company's equipment to allow operation of the Customer's generating facilities (see exception below);
- Metering facilities equipped to prevent reverse registration for the measurement of service under this Schedule; and
- Any other modification to its system required to serve the Customer under this Schedule as required by the Company.

All such interconnection facilities in excess of those required in the absence of the Customer's generating facilities to provide capacity at the level of the Contract Demand shall be subject to a monthly charge under the Extra Facilities provision of the Company's Service Regulations. The Company reserves the right to install, at any time, facilities necessary for the appropriate

**SCHEDULE PG (NC)  
PARALLEL GENERATION**

measurement of service under this Schedule and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the power required by the Customer from the Company is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

When the average monthly power factor of the power supplied by the Customer to the Company is less than 90 percent or greater than 97 percent, the Company may correct the maximum integrated on-peak demand in kilowatts or the energy in kilowatt-hours, as appropriate. The Company reserves the right to install facilities necessary for the measurement of power factor and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

**MINIMUM BILL**

Beginning in the fourth full month for new service installations, the minimum monthly bill shall be calculated on the Rate above including the Customer Charge, On-Peak Demand Charge, Energy Charge, Standby Charge, etc., but the Demand Charge component billed during the On-Peak months shall be based on not less than 75% of the Contract Demand. If the Customer's demand measured during normal operating conditions exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered.

**PAYMENT**

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

Credit billings to the Customer will be credited to the Customer's account, or, at the option of the Customer and upon ten (10) days' prior written notice, shall be payable to the Customer within fifteen (15) days of the date of the bill.

**CONTRACT PERIOD**

Each customer shall enter into a contract for a minimum original term of five (5) years and thereafter until terminated by giving at least thirty (30) months' previous notice of such termination in writing, but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

The Company reserves the right to terminate the Customer's contract under this Schedule at any time upon written notice to the Customer in the event that the Customer violates any of the terms or conditions of this Schedule or operates his generating facilities in a manner which is detrimental to the Company or any of its customers. In the event of early termination of a contract under this Schedule, the Customer will be required to pay the Company for the costs due to such early cancellation.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE SGS (NC)  
SMALL GENERAL SERVICEAVAILABILITY (North Carolina Only)

Available to the individual customer with a kilowatt demand of 75 kW or less. If the customer's measured demand exceeds 75 kW during any month, the customer will be served under Schedule LGS.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option;  
or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE

I.	Basic Facilities Charge per month	\$19.39
II.	Demand Charge	
	For the first 30 kW of Billing Demand per month, per kW	No Charge
	For all over 30 kW of Billing Demand per month, per kW	\$3.9955
II.	Energy Charge	
	<u>For the First 125 kWh per kW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month, per kWh	11.3739¢
	For the next 6,000 kWh per month, per kWh	6.7296¢
	For all over 9,000 kWh per month, per kWh	6.6819¢

SCHEDULE SGS (NC)  
SMALL GENERAL SERVICEFor the Next 275 kWh per kW Billing Demand per Month:

For the first 3,000 kWh per month, per kWh	6.2289¢
For the next 6,000 kWh per month, per kWh	5.4129¢
For all over 9,000 kWh per month, per kWh	5.1732¢

For all Over 400 kWh per kW Billing Demand per Month:

For all kWh per month, per kWh	5.0391¢
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RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule, unless the service qualifies for a waiver of the REPS Billing Factor for an auxiliary service.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand during the billing months of June-September within the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand
4. 30 kilowatts (kW)

Provision 3. related to Contract Demand will apply beginning with the fourth full billing month for new installations.

The Company will install a permanent demand meter when the monthly usage of the Customer equals or exceeds 3,000 kWh per month, or when tests indicate a demand of 15 kW or more. The Company may, at its option, install a demand meter for any customer served under this schedule.

**SCHEDULE SGS (NC)  
SMALL GENERAL SERVICE****MINIMUM BILL**

Beginning in the fourth full month for new service installations, the minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly: \$2.11 per kW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual: \$43.38 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate Above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

**SPECIAL TERMS AND CONDITIONS**

Electric service for the operation of CATV distribution line power supply equipment is available under this rate schedule for constant load as determined by the Company. Such service is provided only on a metered basis, and each individual delivery point shall be billed the Basic Facilities Charge shown above, and all kWh will be billed at a rate of 5.1685 cents per kWh.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

**PAYMENT**

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

**CONTRACT PERIOD**

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances. If the Customer

SCHEDULE SGS (NC)  
SMALL GENERAL SERVICE

requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE SGSTC (NC)  
SMALL GENERAL SERVICE:  
TIME OF USE WITH CRITICAL PEAK PRICING

AVAILABILITY (North Carolina Only)

Available to the individual customer with a demand of 75 kilowatts (kW) or less. If the customer's measured demand exceeds 75 kW during any month, the customer will be served under Schedule LGS.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the Company's option;  
or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE

I.	Basic Facilities Charge, per month	\$19.39
II.	Demand Charge	
a.	On-Peak Demand Charge* per month, per kW	\$3.50
b.	Distribution Demand Charge* per month, per kW	\$1.40

\* For all over 30 kW of Billing Demand. No charge for first 30 kW of Billing Demand.

III.	Energy Charge	
a.	Critical Peak Energy per month, per kWh	35.0000¢
b.	On-Peak Energy per month, per kWh	22.2081¢



SCHEDULE SGSTC (NC)  
SMALL GENERAL SERVICE:  
TIME OF USE WITH CRITICAL PEAK PRICING

c. Off-Peak Energy per month, per kWh	9.7451¢
d. Discount Energy per month, per kWh	6.7307¢

RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to each of the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

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

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

\*Holidays include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

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

DETERMINATION OF CRITICAL PEAK PRICING

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

SCHEDULE SGSTC (NC)  
SMALL GENERAL SERVICE:  
TIME OF USE WITH CRITICAL PEAK PRICING

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

NOTIFICATION OF CRITICAL PEAK PRICING

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

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately 30 days.

DETERMINATION OF BILLING DEMAND

The On-Peak Demand for billing purposes each month shall be the maximum integrated thirty-minute demand measured for the On-Peak period during the month for which the bill is rendered.

The Distribution Demand for billing purposes each month shall be the maximum integrated thirty-minute demand measured during the month for which the bill is rendered.

MINIMUM BILL

Beginning in the fourth full month for new installations, the minimum bill shall be the amount determined as shown below according to the type of minimum selected by the Company:

Monthly: \$2.11 per kW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual: \$43.38 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimum will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the rate above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

SCHEDULE SGSTC (NC)  
SMALL GENERAL SERVICE:  
TIME OF USE WITH CRITICAL PEAK PRICING

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85%, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85% and dividing by the average power factor in percent for that month.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill, and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least 60 days previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances. If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

GENERAL PROVISIONS

Participating customers must provide and maintain internet accessibility, an email address, and/or means to receive phone calls or text messages, as appropriate, at the Customer's expense in order for the Company to provide notification for Critical Peak Pricing.

## SCHEDULE HP (NC) HOURLY PRICING FOR INCREMENTAL LOAD

### AVAILABILITY (North Carolina Only)

Available to non-residential establishments with a minimum Contract Demand of 1000 kW who qualify for service under the Company's rate schedules LGS, I, OPT-V, or PG, at the Company's option on a voluntary basis. The maximum number of customers on the system to be served under this schedule is one hundred fifty (150).

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available for a customer who qualifies for a residential schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

The Company may cancel this schedule at any time it deems necessary.

### TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or

3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or

3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or

3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or

3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

### BILL DETERMINATION

The monthly bill under this schedule shall be the sum of the Baseline Charge, Rationing Charge, Incremental Demand Charge, Standby Charge (if applicable), Energy Charge, Power Factor Charge (if applicable), Minimum Bill (if applicable), and Riders.

Where:

Baseline Charge = \$ amount calculated from CBL

Rationing Charge = Sum of [(New Load kWh per hour – Reduced Load kWh per hour) x Hourly Rationing Charge]

Incremental Demand Charge = Incremental Demand kW x 86.18¢ per kW

Standby Charge = (see Provision for Customers Operating in Parallel with the Company)

Energy Charge = (a) + (b)

Power Factor Charge = (see Power Factor Adjustment below)

## SCHEDULE HP (NC) HOURLY PRICING FOR INCREMENTAL LOAD

Minimum Bill = (see Minimum Bill below)

Riders = (see Riders below)

Where:

- a) = Sum of [(New Load kWh per hour – Reduced Load kWh per hour) x Hourly Energy Charge]
- b) = Net New Load kWh x 0.5 ¢ per kWh Incentive Margin, but not less than zero.

### DEFINITIONS

**Customer Baseline Load (CBL):** The CBL (kWh per hour) is one full year (365 days) of the individual Customer's hourly loads representing the Customer's energy use and load pattern on the applicable qualifying rate schedule. The CBL, as agreed to by the Customer and the Company, is used to define the level of kWh in each hour, above which all kWh will be billed at the hourly energy prices described under Schedule HP.

**Baseline Contract Demand:** The maximum monthly billing demand of the CBL.

**New Load:** New Load (kWh per hour) is the amount by which actual kWh in any hour exceeds the CBL kWh for the same hour.

**Reduced Load:** Reduced Load (kWh per hour) is the amount by which actual kWh in any hour is less than the CBL kWh for the same hour.

**Net New Load:** Net New Load (kWh per month) is the sum of New Load kWh per hour during the month less the sum of Reduced Load kWh per hour during the month.

**Incremental Demand:** The Incremental Demand for local distribution facilities (kW per month) is the amount by which the maximum integrated 30-minute demand during the month for which the bill is rendered exceeds billing demand plus standby demand used in determining the baseline charge for the same period.

**Month:** The term "month" as used in the Schedule means the period intervening between readings of electronic pulse data for the purpose of monthly billings. Such data will be collected each month at intervals of approximately thirty (30) days.

**Contract Demand:** The Company will require contracts to specify a Contract Demand which will be the maximum demand to be delivered under normal conditions.

### RATE

**Baseline Charge:** The Baseline Charge (\$/month) is determined each month by calculating a bill on the current revision of the Customer's qualifying rate schedule using Customer Baseline Load for the month to arrive at the appropriate monthly demand and energy amounts. Provisions of the qualifying rate schedule, including Determination of Billing Demand, Applicable Riders, Extra Facilities Charge, Interconnection Facilities Charge, etc. will apply to the bill calculation used to determine the Baseline Charge.

**Rationing Charge:** The Rationing Charge (¢/kWh) consists of a generation component and/or a transmission component and/or a distribution component and will be determined on an hourly basis during the month. The components apply to any hour of the month when reserve margins are expected to be below 1,800 MWh. The deficit reserve amount is equal to 1,800 less the expected reserve amount. Each deficit MWh will be priced by the appropriate component. The generation and transmission components apply to all customers. The distribution component applies only to distribution-served customers. If the above condition does not occur during the month, the Rationing Charge will be zero. The Rationing Price will be communicated as described in Energy Price Determination

**Incremental Demand Charge** 86.18¢ per kW per month

**Energy Charge:** The Energy Charge (¢/kWh) is the hourly charge equal to expected marginal production cost including line losses, and other directly-related costs. The Energy Charge will be communicated as described in Energy Price Determination.

**Incentive Margin:** 0.5¢ per kWh which is applied to Net New Load, but shall not be less than zero.

## SCHEDULE HP (NC) HOURLY PRICING FOR INCREMENTAL LOAD

### RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider (applicable to Baseline Charge only)
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

### MINIMUM BILL

The monthly bill shall be calculated as specified above under Bill Determination. Beginning in the fourth full month for new service installations, the Minimum Bill component of the monthly bill is calculated by comparing the sum of the charges listed in 1. below and the charges listed in 2. below. (See exception below.) If the sum of the charges listed in 2. below exceeds the charges listed in 1. below, the Minimum Bill is the difference between the two amounts. Otherwise, the Minimum Bill is zero.

1.
  - (a) The monthly Demand Charges included in the Baseline Charge
  - (b) Standby Charges, if applicable
  - (c) Incremental Demand Charges
  - (d) Incentive Margin applied to Net New Load
2.
  - (a) the total of \$2.15 per kW per month of Baseline Contract Demand
  - (b) \$ 0.8618 per month multiplied by the difference between Contract Demand and Baseline Contract Demand.

### DETERMINATION OF PRICING PERIODS

Each hour of the day is a distinct pricing period. The initial pricing period of the day is a one-hour period beginning at 12:00:01 a.m. and ending at 1:00:00 a.m. The last pricing hour of the day begins at 11:00:01 p.m. and ends at 12:00 midnight.

### ENERGY PRICE DETERMINATION

Each business day by 4:00 p.m., the hourly Energy Charges, and Rationing Charges, if applicable, for the 24 hours of the following day will be communicated to the Customer. Prices for weekends and Company holidays will be communicated to the Customer by 4:00 p.m. on the last business day before the weekend or holiday. The customer is responsible for notifying the company if he fails to receive the price information.

## SCHEDULE HP (NC) HOURLY PRICING FOR INCREMENTAL LOAD

### PROVISION FOR CUSTOMERS OPERATING IN PARALLEL WITH THE COMPANY

If a customer has power generating facilities operated in parallel with the Company and the Baseline Charge is not calculated under Schedule PG, the Standby Charge, Determination of Standby Charges and Interconnection Facilities Charge provisions of Schedule PG shall be applicable to service under this schedule. The Incremental Demand Charge does not apply to any incremental demand that is less than Standby Demand. In addition, customers operating a generator in parallel with the Company's system, must comply with the provisions outlined in the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections (hereinafter "Interconnection Procedures") as approved by the North Carolina Utilities Commission.

### PROVISION FOR CUSTOMERS SERVED UNDER RIDER IS

For customers served under Rider IS, the Interruptible Contract Demand shall be the same as that contracted for during the baseline period. Further, the calculation of the Effective Interruptible Demand (EID) each month will exclude all energy consumed above the CBL. The Rationing Charge will not apply to reduced load above Firm Contract Demand during the hours of interruption periods.

### PROVISION FOR CUSTOMERS SERVED UNDER RIDER PS

For customers served under PowerShare, Rider PS, the Maximum Curtailable Demand shall be the same as that contracted for during the baseline period and the PowerShare Firm Demand must be at least 100 kW less than the Customer Baseline (CBL). Further, the calculation of the Effective Curtailable Demand (ECD) each month will exclude all energy consumed above the CBL. The PowerShare Curtailed Energy Credit will apply to only the load curtailed between the Firm Demand and the smaller of the Forecasted Demand and the CBL, provided the Forecasted Demand is greater than the Firm Demand. The Hourly Energy Charge and Hourly Rationing Charge will not apply to HP Reduced Load above the PowerShare Firm Demand during a Curtailment Period.

### POWER FACTOR ADJUSTMENT

The Company will adjust, for power factor, the kWh for any customer operating in parallel, and may adjust the kWh for any other customer served under this schedule. The power factor adjustment may result in a Power Factor Charge, if applicable, as follows:

Power Factor Charge = Sum of Hourly Load Correction Amounts for all hours in the billing period, but not less than zero,

Where:

Hourly Load Correction Amount = Hourly Load Correction kWh x Hourly Price

Hourly Load Correction kWh = [total hourly kWh x (0.85 ÷ hourly power factor)] – total hourly kWh

### EXTRA FACILITIES CHARGE

A monthly "Extra Facilities Charge" equal to 1.0% of the installed cost of extra facilities necessary for service under Schedule HP, but not less than \$25, shall be billed to the Customer in addition to the bill under Schedule HP described under Bill Determination and any applicable Extra Facilities Charge included in the Baseline Charge.

### MODIFICATIONS OF THE CBL

The CBL will normally represent a full year under the same rate design or structure, and may be reestablished every four years. Modifications to the CBL may be allowed at the option of the Company under certain situations. These situations may include, but are not limited to, the following:

- Adjustments of load patterns associated with annual plant shutdowns, or to smooth random variations in the load pattern, provided the modifications result in revenue neutrality
- One-time permanent modifications to the physical establishment capacity completed prior to initiating service on this schedule
- Adjustments to reflect any Company-sponsored load management program

### SCHEDULE HP (NC) HOURLY PRICING FOR INCREMENTAL LOAD

For a Customer operating an electric dual-fuel boiler under this Schedule, the rate schedule used to calculate the baseline charges will be OPT-G, OPT-H or OPT- I as appropriate with all on-peak energy above the baseline billed at the hourly price under this Schedule. The off-peak baseline (CBL) will be determined based on one of the following at the customer's option.

1. The off-peak CBL will be established as provided for this schedule except that the baseline may be adjusted during any month during which the Net New Load divided by the Baseline Energy is within plus or minus 25% of the CBL, except that any period during the month for which a Rationing Charge is imposed will be excluded from this criteria.
2. The off-peak CBL may be reestablished each month based on the Customer's actual load.

#### PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

#### CONTRACT PERIOD

Each Customer shall enter into a contract to purchase electricity under this schedule for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.



## SCHEDULE I (NC) INDUSTRIAL SERVICE

### AVAILABILITY (North Carolina Only)

Available only to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

### TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts; or
- 3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
- 3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
- 3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
- 3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

### RATE

I.	Basic Facilities Charge per month	\$19.27
II.	Demand Charge	
	For the first 30 kW of Billing Demand per month, per kW	No Charge
	For all over 30 kW of Billing Demand per month, per kW	\$4.5087
III.	Energy Charge	
	<u>For the First 125 kWh per kW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month, per kWh	11.2536 ¢
	For the next 87,000 kWh per month, per kWh	6.1669 ¢
	For all over 90,000 kWh per month, per kWh	5.8888 ¢

### SCHEDULE I (NC) INDUSTRIAL SERVICE

For the Next 275 kWh per kW Billing Demand per Month:

For the first 140,000 kWh per month, per kWh	4.9165 ¢
For all over 140,000 kWh per month, per kWh	4.7345 ¢

For all Over 400 kWh per kW Billing Demand per Month:

For all kWh per month, per kWh	4.4995 ¢
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#### RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

#### DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

#### DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand during the billing months of June-September within the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand
4. 30 kilowatts (kW)

Provision 3. related to Contract Demand will apply beginning with the fourth full billing month for new installations.

#### MINIMUM BILL

Beginning in the fourth full month for new service installations, ~~The~~ the minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly: \$2.17 per kW per month of Contract Demand

### SCHEDULE I (NC) INDUSTRIAL SERVICE

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual: \$40.58 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate Above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

#### POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

#### PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

#### CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

## SCHEDULE LGS (NC) LARGE GENERAL SERVICE

### AVAILABILITY (North Carolina Only)

Available to the individual customer with a kilowatt demand of more than 75 kW. If the customer's measured demand is 75 kW or less for twelve consecutive months, the customer will be served under Schedule SGS.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

### TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option;  
or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

### RATE

I.	Basic Facilities Charge per month	\$23.91
II.	Demand Charge	
	For the first 30 kW of Billing Demand per month, per kW	No Charge
	For all over 30 kW of Billing Demand per month, per kW	\$4.0167
II.	Energy Charge	
	<u>For the First 125 kWh per kW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month, per kWh	11.4527¢
	For the next 87,000 kWh per month, per kWh	6.7689¢
	For all over 90,000 kWh per month, per kWh	6.7060¢

### SCHEDULE LGS (NC) LARGE GENERAL SERVICE

For the Next 275 kWh per kW Billing Demand per Month:

For the first 6,000 kWh per month, per kWh	6.3103¢
For the next 134,000 kWh per month, per kWh	5.4839¢
For all over 140,000 kWh per month, per kWh	5.3824¢

For all Over 400 kWh per kW Billing Demand per Month:

For all kWh per month, per kWh	5.1191¢
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#### RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

#### DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

#### DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand during the billing months of June-September within the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand
4. 30 kilowatts (kW)

The Company will install a permanent demand meter for all customers under this Schedule.

Provision 3. related to Contract Demand will apply beginning with the fourth full billing month for new installations.

SCHEDULE LGS (NC)  
LARGE GENERAL SERVICE

MINIMUM BILL

Beginning in the fourth full month for new service installations, ~~the~~ the minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly: \$2.13 per kW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual: \$ 42.43 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate Above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances. If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE OPT-V (NC)  
OPTIONAL POWER SERVICE, TIME OF USE  
WITH VOLTAGE DIFFERENTIAL

AVAILABILITY (North Carolina Only)

Available to the individual customer. Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option;  
or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE

I. Transmission Service

Delivery voltage greater than or equal to 44 kV

A. Basic Facilities Charge	\$32.17
B. Demand Charge	
On-Peak Demand Charge per kW Billing Demand per month, June 1 – September 30 (Summer)	\$10.4764
On-Peak Demand Charge per kW Billing Demand per month, October 1 – May 31 (Winter)	\$5.7162
C. Energy Charge	
All On-Peak Energy per month, per kWh	6.2590¢



SCHEDULE OPT-V (NC)  
OPTIONAL POWER SERVICE, TIME OF USE  
WITH VOLTAGE DIFFERENTIAL

All Off-Peak Energy per month, per kWh 3.0369¢

II. Primary Service

Delivery voltage greater than 600 volts but less than 44 kV where the maximum on-peak actual demand during the months of June – September is as follows: Small - less than or equal to 1,000 kW; Medium - greater than 1,000 kW but less than or equal to 3,000 kW; Large - greater than 3,000 kW

	<u>Small</u>	<u>Medium</u>	<u>Large</u>
A. Basic Facilities Charge	\$32.17	\$32.17	\$32.17
B. Demand Charge			
On-Peak Demand Charge per kW Billing Demand per month, June 1 – September 30 (Summer)			
For the First 5,000 kW, per kW	\$13.8291	\$14.2318	\$15.2124
For all over 5,000 kW, per kW	\$13.8291	\$14.2318	\$10.7748
On-Peak Demand Charge per kW Billing Demand per month, October 1 – May 31 (Winter)			
For the First 5,000 kW, per kW	\$8.1147	\$8.0472	\$8.5828
For all over 5,000 kW, per kW	\$8.1147	\$8.0472	\$6.1219
Economy Demand Charge per month, per kW	\$1.3714	\$1.3714	\$1.3714
C. Energy Charge			
All On-Peak Energy per month, per kWh	6.7940¢	6.2711¢	6.3148¢
All Off-Peak Energy per month, per kWh	3.2764¢	3.0283¢	3.0361¢

III. Secondary Service

Delivery voltage less than or equal to 600 volts where the maximum on-peak actual demand during the months of June – September is as follows: Small - less than or equal to 1,000 kW; Medium - greater than 1,000 kW but less than or equal to 3,000 kW; Large - greater than 3,000 kW

	<u>Small</u>	<u>Medium</u>	<u>Large</u>
A. Basic Facilities Charge	\$32.17	\$32.17	\$32.17
B. Demand Charge			
On-Peak Demand Charge per kW Billing Demand per month, June 1 – September 30 (Summer)	\$16.3266	\$15.4708	\$13.4143
On-Peak Demand Charge per kW Billing Demand per month, October 1 – May 31 (Winter)	\$9.7401	\$8.6707	\$7.6976
Economy Demand Charge per month, per kW	\$2.2456	\$2.2456	\$2.2456
C. Energy Charge			
All On-Peak Energy per month, per kWh	6.1104¢	6.2317¢	6.3255¢
All Off-Peak Energy per month, per kWh	3.0222¢	3.0257¢	3.0287¢

DETERMINATION OF CUSTOMER SIZE CLASSIFICATION

The demand used to determine the rate classification of the customer as Small, Medium or Large, used in the calculation of the monthly bill, shall be the maximum thirty (30) minute on-peak actual demand registered during the months of June-September



SCHEDULE OPT-V (NC)  
OPTIONAL POWER SERVICE, TIME OF USE  
WITH VOLTAGE DIFFERENTIAL

within the previous 12 months; however, if the customer was not served on a time of use rate prior to taking service under Schedule OPT-V, the customer's maximum integrated thirty (30) minute actual demand for the billing months of June through September shall be used. For new customers, the Company shall determine the size classification based on an appropriate estimate of the maximum on peak actual demand for the months of June through September.

Each year, at the end of the summer season, accounts will be reviewed to determine if a change in classification is necessary based on the most recent months of June through September. If a change in classification is warranted, such change and reclassification shall be effective with the November billing period which follows the summer season. The Company may, at its option, change the rate classification at other times if, upon its own assessment, the Company determines that a change in the load would warrant a change in classification prior to the annual review.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

	Summer Months <u>June 1 – September 30</u>	Winter Months <u>October 1 – May 31</u>
On-Peak Period Hours	1:00 p.m. – 9:00 p.m. Monday – Friday	6:00 a.m. – 1:00 p.m. Monday – Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours. All hours for the following holidays shall be considered as Off-Peak: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.	

RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billings. Readings are taken once a month at intervals of approximately thirty (30) days.

SCHEDULE OPT-V (NC)  
OPTIONAL POWER SERVICE, TIME OF USE  
WITH VOLTAGE DIFFERENTIAL

Summer months rates apply to service from June 1 through September 30. Winter months apply to service from October 1 through May 31.

CONTRACT DEMAND

The Company will require contracts to specify the maximum demand to be delivered to the Customer which shall be the Contract Demand.

Where the Customer can restrict on-peak demand to levels considerably below that of the Contract Demand, the Company may also contract for a limited On-Peak Contract Demand in addition to the Contract Demand. The On-Peak Contract Demand is the maximum demand to be delivered to the Customer during the On-Peak Hours of any month.

DETERMINATION OF BILLING DEMAND

- A. The On-Peak Billing Demand each month shall be the largest of the following:
1. The maximum integrated thirty-minute demand during the applicable summer or winter on-peak period during the month for which the bill is rendered.
  2. Fifty percent (50%) of the Contract Demand (or 50% of the On-Peak Contract Demand if such is specified in the contract)
  3. 15 kilowatts (kW)
- B. Economy Demand (not applicable to Transmission Service Rate)

To determine the Economy Demand, the larger of:

1. The maximum integrated thirty-minute demand during the month for which the bill is rendered; or
2. 50% of the Contract Demand

shall be compared to the On-Peak Billing Demand as determined in A. above. If the demand determined by the larger of B. 1 and B. 2 above exceeds the On-Peak Billing Demand, the difference shall be the Economy Demand.

Provisions A.2. and B.2. related to Contract Demand will apply beginning with the fourth full billing month for new installations.

MINIMUM BILL

Beginning in the fourth full month for new service installations, ~~the~~ the minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the sum of the On-Peak Demand Charge and the Economy Demand Charge (if applicable) shall not be less than \$2.13 per month per kW of Contract Demand. If the Customer's measured demand exceeds the Contract Demand, the Company may at any time establish the minimum based on the maximum integrated demand in the previous twelve months including the month for which the bill is rendered.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend

SCHEDULE OPT-V (NC)  
OPTIONAL POWER SERVICE, TIME OF USE  
WITH VOLTAGE DIFFERENTIAL

service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

## SCHEDULE PG (NC) PARALLEL GENERATION

### AVAILABILITY (North Carolina Only)

Available only to non-residential establishments which have generating facilities not in excess of eighty (80) megawatts which are interconnected with the Company's system.

Service under this Schedule shall be used solely by the individual contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

The Customer's interconnected power generating facilities may be operated in parallel with the Company's system. Power delivered under this schedule shall not be used for resale or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Power Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The Company will provide service to the Customer's net load (total load less Customer generation), and will purchase excess energy from the Customer when the Customer's generation output exceeds the Customer's load, at the rates shown below. Meters for the measurement of excess energy purchased by the Company under this Schedule shall be equipped with compensation to reflect delivery of such energy to the high voltage side of the transformer installation. This Schedule is not available for purchase by the Company of the entire output of the Customer's generator in excess of auxiliary load.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

### TYPE OF SERVICE

The Company will furnish 60 Hertz service through one metering point, at one delivery point, at one of the following approximate voltages where available, upon mutual agreement:

- 3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
- 3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
- 3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
- 3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

### RATE

CHARGES		Interconnected To	
		<u>Transmission System</u>	<u>Distribution System</u>
I.	Customer Charge per month	\$ 69.90	\$ 69.90
II.	On-Peak Demand Charge per On-Peak month, per kW	\$15.3865	\$18.2779

### SCHEDULE PG (NC) PARALLEL GENERATION

III.	Energy Charge		
a.	All On-Peak Energy per month, per kWh	4.3316¢	4.4363¢
b.	All Off-Peak Energy per month, per kWh	4.1126¢	4.1983¢
IV.	Standby Charge per month, per kW	\$1.7235	\$1.7235

#### CREDITS

Credits for excess energy delivered to the Company are set forth in the most recently approved Schedule PP (NC) Variable Rate Energy Credit applicable to the Customer's generation type.

#### RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh charges shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

#### DEFINITION OF ON-PEAK AND OFF-PEAK PERIODS

On-Peak Period Hours	7:00 a.m. – 11:00 p.m. Monday – Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours

#### DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period of time between meter readings for the purpose of monthly billings. Readings are taken once a month at intervals of approximately thirty (30) days.

On-Peak Months	Billing Months of December, January, February, March, June, July, August, September
Off-Peak Months	Billing Months of April, May, October, November

#### CONTRACT DEMAND

The Company will require contracts to specify a Contract Demand. The Contract Demand shall be the maximum demand to be delivered under normal conditions to the Customer during the on-peak periods of the On-peak Billing months of December through March and June through September.

#### DETERMINATION OF DEMAND CHARGES

The On-Peak Demand for billing purposes shall be the largest of the following:

North Carolina Sixty-~~Second~~<sup>Third</sup> Revised Leaf No. 55  
Effective for service rendered on and after ~~December 1, 2021~~  
NCUC Docket No. E-7, Sub ~~42431214~~, Order dated ~~July 13, 2021~~

SCHEDULE PG (NC)  
PARALLEL GENERATION

1. The maximum integrated thirty-minute demand during the on-peak period during the On-Peak month for which the bill is rendered.
2. Seventy-five percent (75%) of the Contract Demand
3. 30 kilowatts (kW)

Demand charges are applicable for the billing months of December through March and June through September. Demand charges do not apply in the billing months of October, November, April, or May.

Provision 2. related to Contract Demand will apply beginning with the fourth full billing month for new installations.

DETERMINATION OF STANDBY CHARGE

The Company will require each customer who supplies any portion of his electrical requirements by his generating facilities to contract for standby, auxiliary, or breakdown service. For billing purposes, the Standby kW will be based on the nameplate capacity in kilowatts of the Customer's generating facility.

However, at the option of the Customer, additional metering facilities will be installed and for billing purposes, the Standby kW will be based on the Customer's maximum integrated thirty-minute demand which has been supplied by the Customer's generating facilities during the previous twelve months, including the month for which the bill is rendered. If additional metering facilities are installed, they will be subject to a monthly Extra Facilities Charge.

SAFETY, INTERCONNECTION AND INSPECTION REQUIREMENTS

This Schedule is only applicable for installed generation systems and equipment that comply with the provisions outlined in the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections (hereinafter "Interconnection Procedures") as approved by the North Carolina Utilities Commission.

The Customer must submit an Interconnection Request which must be accepted by the Company, pay an application fee, comply with the liability insurance requirements of the Interconnection Procedures, and enter into a specific contract providing for interconnection to the Company's system.

In order to ensure protection of the Company's system, the Company reserves the right, at its discretion, to inspect the Customer's generation system and equipment at any time upon reasonable notice to the Customer in an effort to ensure compliance with the Interconnection Procedures. The Company reserves the right to disconnect electric service to the premises if the Company determines that the Customer's generation system and equipment is not in compliance with the Interconnection Procedures and is being operated in parallel with the Company's system.

INTERCONNECTION FACILITIES CHARGE

The Customer shall be responsible for providing suitable control and protective devices on his equipment to assure no disturbance to other customers of the Company or to the Company itself, and to protect the Customer's facilities from all loss or damage which could result from operation with the Company's system.

The Company will furnish, install, own, and maintain interconnection facilities as necessary for service under this Schedule including:

- Suitable control and protective devices installed on the Company's equipment to allow operation of the Customer's generating facilities (see exception below);
- Metering facilities equipped to prevent reverse registration for the measurement of service under this Schedule; and
- Any other modification to its system required to serve the Customer under this Schedule as required by the Company.

All such interconnection facilities in excess of those required in the absence of the Customer's generating facilities to provide capacity at the level of the Contract Demand shall be subject to a monthly charge under the Extra Facilities provision of the Company's Service Regulations. The Company reserves the right to install, at any time, facilities necessary for the appropriate

SCHEDULE PG (NC)  
PARALLEL GENERATION

measurement of service under this Schedule and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

POWER FACTOR CORRECTION

When the average monthly power factor of the power required by the Customer from the Company is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

When the average monthly power factor of the power supplied by the Customer to the Company is less than 90 percent or greater than 97 percent, the Company may correct the maximum integrated on-peak demand in kilowatts or the energy in kilowatt-hours, as appropriate. The Company reserves the right to install facilities necessary for the measurement of power factor and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

MINIMUM BILL

Beginning in the fourth full month for new service installations, ~~The~~ minimum monthly bill shall be calculated on the Rate above including the Customer Charge, On-Peak Demand Charge, Energy Charge, Standby Charge, etc., but the Demand Charge component billed during the On-Peak months shall be based on not less than 75% of the Contract Demand. If the Customer's demand measured during normal operating conditions exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

Credit billings to the Customer will be credited to the Customer's account, or, at the option of the Customer and upon ten (10) days' prior written notice, shall be payable to the Customer within fifteen (15) days of the date of the bill.

CONTRACT PERIOD

Each customer shall enter into a contract for a minimum original term of five (5) years and thereafter until terminated by giving at least thirty (30) months' previous notice of such termination in writing, but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

The Company reserves the right to terminate the Customer's contract under this Schedule at any time upon written notice to the Customer in the event that the Customer violates any of the terms or conditions of this Schedule or operates his generating facilities in a manner which is detrimental to the Company or any of its customers. In the event of early termination of a contract under this Schedule, the Customer will be required to pay the Company for the costs due to such early cancellation.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

## SCHEDULE SGS (NC) SMALL GENERAL SERVICE

### AVAILABILITY (North Carolina Only)

Available to the individual customer with a kilowatt demand of 75 kW or less. If the customer's measured demand exceeds 75 kW during any month, the customer will be served under Schedule LGS.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

### TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option;  
or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

### RATE

I.	Basic Facilities Charge per month	\$19.39
II.	Demand Charge	
	For the first 30 kW of Billing Demand per month, per kW	No Charge
	For all over 30 kW of Billing Demand per month, per kW	\$3.9955
II.	Energy Charge	
	<u>For the First 125 kWh per kW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month, per kWh	11.3739¢
	For the next 6,000 kWh per month, per kWh	6.7296¢
	For all over 9,000 kWh per month, per kWh	6.6819¢



### SCHEDULE SGS (NC) SMALL GENERAL SERVICE

For the Next 275 kWh per kW Billing Demand per Month:

For the first 3,000 kWh per month, per kWh	6.2289¢
For the next 6,000 kWh per month, per kWh	5.4129¢
For all over 9,000 kWh per month, per kWh	5.1732¢

For all Over 400 kWh per kW Billing Demand per Month:

For all kWh per month, per kWh	5.0391¢
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#### RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule, unless the service qualifies for a waiver of the REPS Billing Factor for an auxiliary service.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

#### DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

#### DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand during the billing months of June-September within the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand
4. 30 kilowatts (kW)

Provision 3. related to Contract Demand will apply beginning with the fourth full billing month for new installations.

The Company will install a permanent demand meter when the monthly usage of the Customer equals or exceeds 3,000 kWh per month, or when tests indicate a demand of 15 kW or more. The Company may, at its option, install a demand meter for any customer served under this schedule.

SCHEDULE SGS (NC)  
SMALL GENERAL SERVICE

MINIMUM BILL

Beginning in the fourth full month for new service installations, ~~the~~ the minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly: \$2.11 per kW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual: \$43.38 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate Above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

SPECIAL TERMS AND CONDITIONS

Electric service for the operation of CATV distribution line power supply equipment is available under this rate schedule for constant load as determined by the Company. Such service is provided only on a metered basis, and each individual delivery point shall be billed the Basic Facilities Charge shown above, and all kWh will be billed at a rate of 5.1685 cents per kWh.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances. If the Customer

SCHEDULE SGS (NC)  
SMALL GENERAL SERVICE

requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

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SCHEDULE SGSTC (NC)  
SMALL GENERAL SERVICE:  
TIME OF USE WITH CRITICAL PEAK PRICING

AVAILABILITY (North Carolina Only)

Available to the individual customer with a demand of 75 kilowatts (kW) or less. If the customer's measured demand exceeds 75 kW during any month, the customer will be served under Schedule LGS.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the Company's option;  
or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE

I.	Basic Facilities Charge, per month	\$19.39
II.	Demand Charge	
a.	On-Peak Demand Charge* per month, per kW	\$3.50
b.	Distribution Demand Charge* per month, per kW	\$1.40

\* For all over 30 kW of Billing Demand. No charge for first 30 kW of Billing Demand.

III.	Energy Charge	
a.	Critical Peak Energy per month, per kWh	35.0000¢
b.	On-Peak Energy per month, per kWh	22.2081¢

SCHEDULE SGSTC (NC)  
SMALL GENERAL SERVICE:  
TIME OF USE WITH CRITICAL PEAK PRICING

c.	Off-Peak Energy per month, per kWh	9.7451¢
d.	Discount Energy per month, per kWh	6.7307¢

RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to each of the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 59	EDIT-1 Rider
Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

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

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

\*Holidays include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

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

DETERMINATION OF CRITICAL PEAK PRICING

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

SCHEDULE SGSTC (NC)  
SMALL GENERAL SERVICE:  
TIME OF USE WITH CRITICAL PEAK PRICING

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

NOTIFICATION OF CRITICAL PEAK PRICING

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

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately 30 days.

DETERMINATION OF BILLING DEMAND

The On-Peak Demand for billing purposes each month shall be the maximum integrated thirty-minute demand measured for the On-Peak period during the month for which the bill is rendered.

The Distribution Demand for billing purposes each month shall be the maximum integrated thirty-minute demand measured during the month for which the bill is rendered.

MINIMUM BILL

Beginning in the fourth full month for new installations, ~~The~~ the minimum bill shall be the amount determined as shown below according to the type of minimum selected by the Company:

Monthly: \$2.11 per kW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual: \$43.38 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimum will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the rate above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

SCHEDULE SGSTC (NC)  
SMALL GENERAL SERVICE:  
TIME OF USE WITH CRITICAL PEAK PRICING

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85%, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85% and dividing by the average power factor in percent for that month.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill, and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least 60 days previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances. If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

GENERAL PROVISIONS

Participating customers must provide and maintain internet accessibility, an email address, and/or means to receive phone calls or text messages, as appropriate, at the Customer's expense in order for the Company to provide notification for Critical Peak Pricing.

# **ATTACHMENT D**

## **DEP SERVICE REGULATIONS REVISIONS**

**(CLEAN AND REDLINED)**



## SERVICE REGULATIONS

### 1. SERVICE AGREEMENT

- (a) Description: The Service Agreement (hereinafter sometimes termed "Agreement") shall consist of (1) Company's form of Application for Supply of Electricity, when signed by Customer and accepted by Company, (2) the applicable Schedule and Riders and (3) these Service Regulations, and all changes, revisions, alterations therein, or substitutions therefor lawfully made; provided that when the requested supply of electricity (1) is for residential uses or (2) is for other uses when the Customer's contract demand (a) is initially not more than 1,000 kW or (b) does not require an increase in Company's facilities when the demand increases above 1,000 kW, and (3) when no extra charges for installation or other special contractual provisions are involved, the Customer's application and the Company's acceptance thereof may be verbal, and in such event the Company's applicable Schedule, Riders and these Service Regulations shall be effective in the same manner as if Company's form of Application for Supply of Electricity had been signed by Customer and accepted by Company. Such a verbal Service Agreement shall be conclusively presumed, when there is no written application by a Customer accepted in writing by Company, if electricity supplied by Company is used by Customer or is used on Customer's premises.
- (b) Application of Service Regulations and Schedules: All Service Agreements in effect at the time of the approval hereof or that may be entered into in the future, are made expressly subject to these Service Regulations, and subject to all applicable Schedules and Riders, and any changes therein, substitutions therefor, or additions thereto lawfully made.
- (c) Selection of Optional Schedules: Where two or more rate schedules and/or riders are available, Company will attempt to assist Customer to a reasonable extent in determining which rate schedule and/or rider to select. It is the Customer's right and responsibility to select the available rate and/or rider. The Company will not assume responsibility for this choice since the control of the electrical usage is under Customer's ultimate control.
- (d) Conflicts: In case of conflict between any provision of a Schedule or Rider and of these Service Regulations, the provision of the Schedule or the Rider shall prevail.
- (e) Transfer of Agreement: A Service Agreement between Company and Customer may be transferred and assigned by Customer to any person, firm, or corporation purchasing or leasing and intending to continue the operation of the plant or business which is being served under such Agreement, subject to the written approval of Company. Company will grant such approval upon being reasonably satisfied that the assignee will fulfill the terms of the Agreement and if, at Company's option, a satisfactory guarantee for the payment of bills is furnished by assignee.
- (f) Suspension of Billing Under Agreement at Customer's Request: If Customer is temporarily unable to take the electricity contracted for due to physical destruction of or damage to his premises, Company will, upon written request of Customer, and for a period reasonably required to replace or repair such premises, suspend billing under the Agreement effective with the beginning of the next ensuing billing period. However, if Customer desires to use electricity in a lesser amount than the minimum provided in the Agreement it will be supplied and billed under Company's Schedule and Riders applicable to his use. The Service Charge and any temporary service charges for electric service to temporary facilities will not be applied when Company's construction costs of such construction do not exceed a reasonable amount or to reestablish permanent electric service. A residential or small nonresidential customer, following the physical destruction of his premises from a natural disaster, may also suspend or terminate area lighting service within the initial contract period without incurring early termination charges.

If Customer will be using less than one-half of Contract Demand during a period of suspended operations for at least three consecutive months but no longer than twelve consecutive months, and upon written request by Customer, the Billing Demand shall be the maximum kW registered during the current billing month under the Schedules and Riders effective for the reduced usage. When Customer's load regularly falls below one-half of his Contract Demand, such operations shall not be considered as suspended operations.

(g) Special Billing Provisions During Initial 12 Months of Service:

During the initial twelve months of new service and/or amended service that includes an increase to Contract Demand, Customer's monthly bills will be rendered under the most advantageous available Schedule and Rider, except that once a bill is rendered under the Schedule and Rider(s) specified in the Service Agreement, service will thereafter be provided only under that Schedule and Rider. The Contract Demand will be excluded from the determination of the Billing Demand, any minimum monthly charge, and/or Availability provisions of the Schedule during this initial period.

- (h) Termination of Agreement at Customer's Request: If Customer desires to terminate the Agreement, Company will agree to such termination if Company is satisfied that Customer no longer has use for electricity at the premises and all bills for electricity previously rendered have been paid, and provided that Customer pays to Company, for standard facilities, a termination charge equal to (1) for Customers served from Company's distribution system the loss in salvage of the facilities used to serve Customer less the greater of (a) 20 percent of the loss in salvage for each full year that such facilities shall have been in service or (b) 20 percent of each full year's revenue that such facilities shall have been in service; (2) for Customers served from Company's transmission system, the loss in salvage of the facilities used to serve Customer less the greater of (a) 10 percent of the loss in salvage for each full year that such facilities shall have been in service or (b) 10 percent of each full year's revenue that such facilities shall have been in service. Company may waive the foregoing provision if Company has secured or expects to secure from a new occupant or operator of the premises an Agreement satisfactory to Company for the supply of electricity for a term not less than the unexpired portion of Customer's Agreement.

- (i) Company's Right to Terminate or Suspend Agreement Company, in addition to all other legal remedies, may either terminate the Agreement or suspend delivery of electricity to Customer for (a) any default or breach of Agreement by Customer, (b) fraudulent or unauthorized use of electricity or use in such manner as to circumvent Company's meter, (c) failure to pay bills when due and payable or failure to restore deposit within the specified period or, (d) in case of a condition on Customer's side of the point of delivery actually known by Company to be, or which Company reasonably anticipates may be, dangerous to life or property. No such termination or suspension, however, will be made by Company without written notice, as required by the state regulatory authority, delivered to Customer personally or by mail, stating in what particular the Agreement has been violated, except that no notice need be given in instances set forth in (b) and (d) above.

Failure of Company to terminate the Agreement or to suspend the delivery of electricity at any time after the occurrence of grounds therefor or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect Company's right later to resort to any one or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

Any suspension of the delivery of electricity by Company or termination of the Agreement upon any authorized grounds shall in no wise operate to relieve Customer of his liability to pay for electricity supplied, nor shall it relieve Customer (1) of his liability for the payment of minimum monthly charges during the period of suspension, nor (2) of his liability for damages, if the Agreement has been terminated, in the amount of (a) the minimum monthly charges which would have been payable during the unexpired term of the Agreement, plus (b) the termination charges provided for in paragraph 1(g) above. Whenever the supply of electricity is suspended for any authorized reason, Company will make a charge of \$12.94 for the restoration of service made during the normal business

hours of Company's office or \$19.48 for the restoration of service made during all other hours.

## 2. CONDITIONS OF SERVICE

- (a) Company is not obligated to supply electricity to Customer unless and until: (1) Company's form of Application for Supply of Electricity is executed by Customer and accepted by Company; (2) in cases where it is necessary to cross private property to deliver electricity to Customer, Customer conveys or causes to be conveyed to Company, without cost to Company, a right-of-way easement, satisfactory to Company, across such private property for the construction, maintenance, and operation of Company's lines and facilities, necessary to the delivery of electricity by Company to Customer, provided, however, in the absence of a formal conveyance, Company, nevertheless, shall be vested with an easement over Customer's premises authorizing it to do all things necessary to the construction, maintenance, and operation of its lines and facilities for such purpose; (3) any inspection certificates or permits that may be required by law in the local area are furnished to Company.
- (b) If Company installs a substation or other facilities for service to Customer, any available capacity of such facilities not needed to supply Customer may be used by Company to supply others.
- (c) Company may refuse to furnish electric service to any Applicant, or Customer, who at the time is indebted to Company for electric service previously supplied to such Applicant or Customer or business, in any area served by Company, except that an applicant for residential service shall not be denied service for failure to pay such bills for classes of nonresidential service.
- (d) If electricity is supplied by lines which cross the lands of the United States of America, a state, or any agency or subdivision of the United States of America or of a state, Company shall have the right, upon 30 days written notice, to discontinue the supply of electricity to any Customer or Customers receiving electricity from such lines, if and when (1) Company is required by governmental authority to incur expense in the relocation or the reconstruction underground of any portion of said lines, unless Company is reimbursed for such expense by Customer or Customers served therefrom, or (2) the right of Company to maintain and operate said lines shall be terminated, revoked, or denied by governmental authority for any reason.

## 3. SERVICE CHARGE

When Company first supplies electricity under any applicable metered Schedule, Customer shall pay Company a service charge of \$9.14, except a Landlord Agreement Customer shall pay a service charge of \$2.00, which shall be in addition to all other charges under the Service Agreement. This service charge shall become a part of the first bill rendered thereafter to Customer for electricity supplied at such premises unless it is paid in advance of the rendition of such bill.

## 4. RETURNED CHECK CHARGE

In conformity with an Order of the North Carolina Utilities Commission, Company will make a charge of \$5.00 for checks tendered on a Customer's account and returned for insufficient funds. Such charge shall apply regardless of when the check is tendered.

## 5. DEPOSITS

The collection of Customer deposits shall be as provided in Chapter 12 of the Rules and Regulations of the North Carolina Utilities Commission establishing uniform rules for all public utilities for the collection of Customer deposits.

## 6. USE OF ELECTRICITY

Electricity shall be supplied directly to Customer by Company and shall be used by Customer only for the purposes specified in, and in accordance with, the Agreement. Electricity supplied by Company shall be for Customer's use only and may not be sold directly on a metered or unmetered basis by Customer to lessees, tenants or others, except as provided for in G.S. 62-110(h) and Chapter 22 of the Commission's Rules regarding resale of electricity by landlords to residential tenants, or as may be exempt from regulation under G.S. 62-3(23)(d) and (h). Under no circumstances may Customer or other person or concern install or maintain any meter for the purposes of metering electricity with the object of rendering a bill therefor unless authorized by G.S. 62-3(23)(d) and (h).

A Customer who desires electricity for more than one classification of use on the same premises shall execute a separate Agreement for each separate classification, Customer's wiring being so arranged that electricity for each separate classification can be metered separately. When Customer conducts a business in his residence, for which business electricity is used, Company will supply all electricity through one meter under the Schedule applicable to the classification for his business use, unless Customer's wiring is so arranged that his residential use and his business use can be separately metered, in which event the appropriate Schedule will be applied to each such use.

In the event Customer utilizes a form of load control, such controls shall not cause a demand to be placed on Company's facilities which, in Company's opinion, unreasonably exceeds the integrated metered demand. Company reserves the right to determine the maximum 15-minute demand on a rolling time interval rather than the time interval of the metering facility in order to reflect the effect of any such controlled demand. The rolling time interval may or may not coincide with a time interval, if any, being supplied to Customer.

Customer shall not without the written assent of Company connect his installation to lines which cross over or under any public or semi-public space in order to supply electricity purchased through one meter to his adjacent properties. Such written assent may be given only in instances where such adjacent properties are operated as one integral unit under the same name and proprietorship and for carrying on parts of the same business, and where a separate type of business is not involved.

## 7. CONTRACT DEMAND

- (a) The Contract Demand shall be the kW of demand specified in the Service Agreement. In cases where any change is required in Company's facilities due to the actual demand exceeding the Contract Demand or due to Customer requesting an increase in available capacity, Company may require Customer to execute a new Agreement or amend an existing Agreement, thereby establishing a new Contract Demand. If Company is unable to supply such actual or requested increase, then upon written request, Customer will not exceed the existing Contract Demand or such amount in excess thereof as Company determines it is able to provide.
- (b) If Customer desires to reduce the effective Contract Demand at any time prior to the time the Billing Demand of the applicable Schedule first equals or exceeds the Contract Demand, Company may agree to reduce the Contract Demand to the number of kilowatts specified in writing by Customer provided Customer pays to Company a sum of money equal to the estimated cost (after deducting the then value of usable materials and facilities and the salvage value of nonusable materials and facilities) of installing and removing the existing facilities in place for serving Customer, plus any money spent by Company which would not have been spent if Customer had originally requested the reduced Contract Demand less 10% (20% if Customer is served from Company's distribution system) for each full year such facilities shall have been in service. The agreed upon reduction shall be effective with the beginning of the next ensuing billing period.

The Company reserves the right to reduce its facilities to the capacity adequate to serve the Customer's maximum 15-minute demand of the preceding 12 billing months and to amend the Service Agreement to such maximum demand. If Customer desires that Company not change its facilities, Company may agree to do so provided Customer executes a Service Agreement for the amount such facilities were installed to serve.

- (c) If Customer increases his load without adequate notice to Company, and without receiving Company's consent, and such unauthorized increase causes loss of or damage to Company's facilities, the cost of making good such loss or repairing such damage shall be paid by Customer.

#### 8. LOW POWER FACTOR ADJUSTMENT

Customer shall at all times maintain a power factor at the point of delivery as nearly 100% as practicable; however, if Customer's power factor is found to be less than 85%, Company will increase the monthly bill by a sum equal to \$0.32 multiplied by the difference between the maximum reactive kilovolt - amperes (kVAr) registered or computed by a demand meter suitable for measuring the demands used during any 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

#### 9. BILLING

- (a) Company's meters will be read as nearly as practicable at regular intervals of not less than 27 days and not more than 33 days. By special contract, Company and Customer may agree to billing intervals exceeding the 27-33 day period provided that Company renders 3 monthly bills per quarter. (By special order of the regulatory agencies bimonthly reading is permitted under certain conditions.)
- (b) If Company is unable to read Customer's meter for any reason, his use may be estimated by Company on the basis of his use during the next preceding billing period for which readings were obtained, unless some unusual condition is known to exist. A bill rendered on the basis of such estimate shall be as valid as if made from actual meter readings.
- (c) The term "Month" or "Monthly" as used in Company's Schedules and Riders refers to the interval transpiring between the previous meter reading date and the current reading date and bills shall be rendered accordingly, except that if the period covered by an initial or final bill or due to rerouting of meter reading schedule is more or less than 27-33 days, the bill will be prorated based on a 30-day billing month.

#### 10. METER TESTING AND METER STOPPAGE OR ERROR

- (a) Upon reasonable notice, when requested in writing by Customer, Company shall test the accuracy of the meter serving Customer. Such testing will be performed free of charge, except when Customer has requested, within the previous twelve months, that the same meter be tested, in which case Customer shall pay Company \$45.00 for testing a non-demand meter, other than a time-of-use meter, and \$57.00 for testing a demand or time-of-use meter. This charge shall be refunded or credited to Customer (as a part of the settlement in the case of a disputed account) if the meter is found, when tested, to register more than 2% fast; otherwise the charge shall be retained by Company.
- (b) In the event a meter fails to register accurately within the allowable limits established by the state regulatory body having jurisdiction, Company will adjust the measured usage for the period of time the meter was shown to be in error, and shall, as provided in Rule R8-44 of the Rules and Regulations of the North Carolina Utilities Commission, refund or credit to Customer or Customer shall pay to Company the difference between the amount billed and the estimated amount which would have been billed had the meter not exceeded the allowable limits. No part of any minimum service charge shall be refunded.



## 11. POINT OF DELIVERY

The point of delivery is the point where Company's service conductors are, or are to be, connected to Customer's conductors. Customer shall do all things necessary to bring his service conductors to such point of delivery for connection to the Company's service conductors, and he shall maintain his said conductors in good order at all times. Unless otherwise stipulated in the Agreement, the point of delivery shall be located as follows:

- (a) In cases of a connection of Company's overhead service conductors to Customer's overhead service conductors, such point of delivery shall be on the outside of the wall of Customer's building where Company's service conductors may be conveniently extended and anchored.
- (b) In cases of connection of Company's overhead service conductors to Customer's underground service conductors, such point of delivery shall be at a place on Company's nearest pole approximately one foot below the Company's conductors from which Customer is to be supplied.
- (c) In cases of connection of Company's underground service conductors to Customer's service conductors, such point of delivery shall be at a place on the outside wall of Customer's building to which Company's conductors may be conveniently extended and terminated.
- (d) In cases where a ground type substation is installed by Company to supply electricity to Customer, the point of delivery shall be at a place designated by Company.
- (e) In cases where a service entrance panel box was installed by Company on the exterior of the outside wall of Customer's dwelling for the purpose of supplying electricity under Company's All Electric Residential Service Schedule, the point of delivery shall be the point where Customer's conductors are connected to Company's conductors in such panel box.
- (f) In cases where electric wiring was installed by Company in residences or apartment buildings with service entrances of 400 amperes or larger, by connection from Company's overhead service conductors, for the purpose of supplying electricity under Company's All Electric Residential Service Schedule, the point of delivery shall be the point where Company's conductors are connected to the main switch owned by Customer, or the point where Customer's conductors are connected to the meter trough provided for multiple dwelling units if there is not a main switch for all dwelling units.

Where special circumstances render it impracticable for the point of delivery to be located as above stated, then it shall be at a place selected or approved by Company and when so done the Customer shall bring his service conductors to and maintain them at such place.

## 12. INSTALLATIONS

- (a) By Company: Company shall install, own, operate, and maintain all lines and equipment located on its side of the point of delivery. It shall also furnish and install the necessary meter, and meter transformers where necessary, for measuring the electricity used, though such meter will usually be located on Customer's side of the point of delivery.

When Customer requests Company to supply electricity to a single premises in a special manner requiring facilities over and above those normally provided by Company, such extra facilities will be provided, if Company finds it practicable, under the following conditions:

- (1) The facilities will be a kind and type normally used by or acceptable to Company and will be installed at a place and in a manner satisfactory to Company.
- (2) Customer will pay to Company a Monthly Facilities Charge of 1.0 percent of the estimated installed cost and rearrangement cost of all facilities required, including metering, in addition to those Company would have provided, but not less than \$25 per month.

- (3) If Company increases its investment, other than replacement of existing equipment with equipment of equal capacity and kind, in facilities necessary to supply Customer's special electric requirements (including conversion of the primary voltage to a higher voltage), the monthly charge for providing the extra facilities will be adjusted at that time. The Customer may terminate the extra facilities in accordance with the applicable termination provisions or continue the extra facilities under the changed conditions.
- (4) In lieu of the Monthly Facilities Charge of 1.0 percent, Customer may elect to make a contribution for the extra facilities as determined in 12(a)(2) and (3) above. After such payment the Monthly Facilities Charge for the extra facilities will be 0.3 percent of said payment.
- (5) When customer desires more than one point of delivery to a single premises at one or more voltages with a meter installation, acceptable to Company, to obtain the total kilowatt hours and simultaneous kilowatts of demand, Company will furnish such service under the applicable terms and conditions of this Section 12.

Only those points of delivery located external to Customer's plant structure may be included in a totalized metering system arrangement. In case of a primary meter installation, the installed cost of metering equipment will not be included as extra facilities nor will the metering equipment be compensated for line or transformation losses.

- (6) Company shall not be required to make such installation of facilities in addition to those normally provided until Customer has signed such agreements, including provisions for termination, as may be required by Company.
  - (7) The cost basis for Extra Facilities provided before March 16, 2018, shall continue to apply until a change in Customer's requirements necessitates a recalculation of the facilities that Company normally would have provided for standard electric service.
- (b) By Customer: Customer shall install, own, operate and maintain all lines, service conductors, meter bases, and equipment, exclusive of Company's meter and meter transformers on Customer's side of the point of delivery and Customer will be the owner and have exclusive control thereof as well as of all electricity after it passes the point of delivery. Customer shall so arrange his wiring that all electricity for one type of use can be supplied at one point of delivery and measured by a single meter. Except under special circumstances, Company's meter will be located on Customer's side of the point of delivery, and when it is to be so located Customer must make suitable provisions in his wiring for the convenient installation of the type of meter Company will use, and at a place suitable to Company. Customer's service entrance conductors shall not be installed within hollow walls unless the conductors are in conduit. Service entrance conductors not installed in conduit must be readily visible on the source side of Company's meter. Where a socket-type meter is to be used, Customer will provide, install at a place suitable to Company, own, and maintain a meter base or meter/switch enclosure to accommodate Company's meter under the following conditions: (1) the meter base or meter/switch enclosure shall be in accordance with Company specifications and bear the seal of approval of UL or other recognized authority in the industry, (2) Customer agrees to allow Company to install, maintain, and exercise exclusive control over all Company-owned facilities located inside Customer-owned meter base or meter/switch enclosure, including termination of Company-owned conductors to the line side terminals of Customer's meter base or meter/switch enclosure, (3) Customer agrees to allow Company to open and inspect the meter base or meter/switch enclosure at any time, and (4) Customer shall notify Company and obtain permission before altering or performing maintenance inside the meter base or metering section of the meter/switch enclosure. Socket-type meter bases furnished by Company prior to January 1, 1991 will continue to be owned by Company until replacement of meter base is necessary, at which time Customer will provide, install at a place suitable to Company, own, and maintain a replacement meter base under the above conditions.

Customer shall not utilize any equipment, appliance, or device which tends to affect adversely Company's supply of service to, or the use of service by, Customer or others. Customer shall not install gaseous discharge lighting with a power factor of less than 90 percent lagging. When polyphase service is supplied by Company, Customer shall control his use so that his load will be maintained in reasonable electrical balance between the phases at the point of delivery. Customer shall install and maintain devices adequate to protect his equipment against irregularities on Company's system, including devices to protect against single phasing.

- (c) Access To Premises: The duly authorized agents of Company shall have the right of ingress and egress to the premises of Customer at all reasonable hours over the same general route as Customer utilizes for the purpose of reading meters, inspecting Company's wiring and apparatus, changing, exchanging, or repairing its property on the premises of Customer and to remove such property at the time of or at any time after suspension of service or termination of Agreement.
- (d) Protection: Customer shall protect Company's wiring and apparatus on Customer's premises and shall permit no one but Company's agents to handle same. In the event of any loss or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Customer, his employees or agents, the cost of making good such loss or repairing such damage shall be paid by Customer. In cases where Company's service facilities on Customer's premises require abnormal maintenance due to Customer's operation, Customer shall reimburse Company for such abnormal maintenance.

### 13. CONTINUANCE OF SERVICE AND LIABILITY THEREFOR

Company does not guarantee continuous service but shall use reasonable diligence at all times to provide an uninterrupted supply of electricity and having used reasonable diligence shall not be liable to Customer for damage, for failure in, or for interruptions or suspensions of, the same.

Company reserves the right to suspend service without liability on its part at such times and for such periods and in such manner as it may deem advisable (a) for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities and (b) in cases where, in its opinion, the continuance of service to Customer's premises would endanger persons or property.

In the event of an adverse condition or disturbance on the system of Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, Company may, without incurring liability, interrupt service to customers or areas and take such other action as appears reasonably necessary.

Customer assumes responsibility for and shall indemnify, defend, and save the Company harmless against all liability, claims, judgments, losses, costs, and expenses for injury, loss, or damage to persons or property including personal injury or property damage to Customer and his employees on account of defective construction, wiring, or equipment, or improper or careless use of electricity, on Customer's side of the point of delivery.

### 14. GOVERNMENT RESTRICTIONS

The delivery date, quantity, and type of electricity to be supplied by Company are subject to changes, restrictions, curtailments, or complete suspensions by Company as may be deemed by it to be necessary or advisable (a) on account of any lawful order or regulation of any municipal, State, or Federal government or agency thereof, or order of any court of competent jurisdiction, or (b) on account of any emergency or shortage due to war or catastrophe, or during the duration thereof, all without liability on the part of the Company therefor.



## 15. COSTS INCURRED IN PREPARING TO SERVE CUSTOMER

If a prospective customer advises Company that he intends to contract for electric service with Company, and Company incurs costs in preparing to furnish service to him, and thereafter he fails to enter into a written Service Agreement with Company within a reasonable time after the date when he advises Company that he expects to begin receiving service, then such prospective customer shall be liable to Company for all costs reasonably incurred by Company in preparing to serve him, subject to review by the Utilities Commission.

## 16. SALES TAX

Any applicable North Carolina Sales Tax shall be added to the charges contained in the Schedules, Riders, and these Service Regulations.

## 17. GENERAL

- (a) Whenever the term "service" or "electric service" is used in these Service Regulations or other portions of the Agreement, it shall be construed to refer to the electricity supplied to Customer.
- (b) The term "Company's service conductors" means Company's wires extending from the point of connection with Company's supply line to the point of delivery.
- (c) The term "Customer's service conductors" shall mean Customer's wires extending from the point of delivery to the switch box or other point where the branch circuits connect for the purpose of distributing the electricity taken from Company to his various places of use.
- (d) The term "service connection" means the connection of Company's service conductors to Customer's service conductors.

Superseding North Carolina Service Regulations dated June 1, 2021

Revised \_\_\_\_\_

NCUC Docket No. E-2, Sub 1219

## SERVICE REGULATIONS

### 1. SERVICE AGREEMENT

- (a) Description: The Service Agreement (hereinafter sometimes termed "Agreement") shall consist of (1) Company's form of Application for Supply of Electricity, when signed by Customer and accepted by Company, (2) the applicable Schedule and Riders and (3) these Service Regulations, and all changes, revisions, alterations therein, or substitutions therefor lawfully made; provided that when the requested supply of electricity (1) is for residential uses or (2) is for other uses when the Customer's contract demand (a) is initially not more than 1,000 kW or (b) does not require an increase in Company's facilities when the demand increases above 1,000 kW, and (3) when no extra charges for installation or other special contractual provisions are involved, the Customer's application and the Company's acceptance thereof may be verbal, and in such event the Company's applicable Schedule, Riders and these Service Regulations shall be effective in the same manner as if Company's form of Application for Supply of Electricity had been signed by Customer and accepted by Company. Such a verbal Service Agreement shall be conclusively presumed, when there is no written application by a Customer accepted in writing by Company, if electricity supplied by Company is used by Customer or is used on Customer's premises.
- (b) Application of Service Regulations and Schedules: All Service Agreements in effect at the time of the approval hereof or that may be entered into in the future, are made expressly subject to these Service Regulations, and subject to all applicable Schedules and Riders, and any changes therein, substitutions therefor, or additions thereto lawfully made.
- (c) Selection of Optional Schedules: Where two or more rate schedules and/or riders are available, Company will attempt to assist Customer to a reasonable extent in determining which rate schedule and/or rider to select. It is the Customer's right and responsibility to select the available rate and/or rider. The Company will not assume responsibility for this choice since the control of the electrical usage is under Customer's ultimate control.
- (d) Conflicts: In case of conflict between any provision of a Schedule or Rider and of these Service Regulations, the provision of the Schedule or the Rider shall prevail.
- (e) Transfer of Agreement: A Service Agreement between Company and Customer may be transferred and assigned by Customer to any person, firm, or corporation purchasing or leasing and intending to continue the operation of the plant or business which is being served under such Agreement, subject to the written approval of Company. Company will grant such approval upon being reasonably satisfied that the assignee will fulfill the terms of the Agreement and if, at Company's option, a satisfactory guarantee for the payment of bills is furnished by assignee.
- (f) Suspension of Billing Under Agreement at Customer's Request: If Customer is temporarily unable to take the electricity contracted for due to physical destruction of or damage to his premises, Company will, upon written request of Customer, and for a period reasonably required to replace or repair such premises, suspend billing under the Agreement effective with the beginning of the next ensuing billing period. However, if Customer desires to use electricity in a lesser amount than the minimum provided in the Agreement it will be supplied and billed under Company's Schedule and Riders applicable to his use. The Service Charge and any temporary service charges for electric service to temporary facilities will not be applied when Company's construction costs of such construction do not exceed a reasonable amount or to reestablish permanent electric service. A residential or small nonresidential customer, following the physical destruction of his premises from a natural disaster, may also suspend or terminate area lighting service within the initial contract period without incurring early termination charges.

If Customer will be using less than one-half of Contract Demand during a period of suspended operations for at least three consecutive months but no longer than twelve consecutive months, and upon written request by Customer, the Billing Demand shall be the maximum kW registered during the current billing month under the Schedules and Riders effective for the reduced usage. When Customer's load regularly falls below one-half of his Contract Demand, such operations shall not be considered as suspended operations.

(g) Special Billing Provisions During Initial 12 Months of Service:

During the initial twelve months of new service and/or amended service that includes an increase to Contract Demand, Customer's monthly bills will be rendered under the most advantageous available Schedule and Rider, except that once a bill is rendered under the Schedule and Rider(s) specified in the Service Agreement, service will thereafter be provided only under that Schedule and Rider. The Contract Demand will be excluded from the determination of the Billing Demand, any minimum monthly charge, and/or ~~and~~ Availability provisions of the Schedule during this initial period.

(gh) Termination of Agreement at Customer's Request: If Customer desires to terminate the Agreement, Company will agree to such termination if Company is satisfied that Customer no longer has use for electricity at the premises and all bills for electricity previously rendered have been paid, and provided that Customer pays to Company, for standard facilities, a termination charge equal to (1) for Customers served from Company's distribution system the loss in salvage of the facilities used to serve Customer less the greater of (a) 20 percent of the loss in salvage for each full year that such facilities shall have been in service or (b) 20 percent of each full year's revenue that such facilities shall have been in service; (2) for Customers served from Company's transmission system, the loss in salvage of the facilities used to serve Customer less the greater of (a) 10 percent of the loss in salvage for each full year that such facilities shall have been in service or (b) 10 percent of each full year's revenue that such facilities shall have been in service. Company may waive the foregoing provision if Company has secured or expects to secure from a new occupant or operator of the premises an Agreement satisfactory to Company for the supply of electricity for a term not less than the unexpired portion of Customer's Agreement.

(hi) Company's Right to Terminate or Suspend Agreement Company, in addition to all other legal remedies, may either terminate the Agreement or suspend delivery of electricity to Customer for (a) any default or breach of Agreement by Customer, (b) fraudulent or unauthorized use of electricity or use in such manner as to circumvent Company's meter, (c) failure to pay bills when due and payable or failure to restore deposit within the specified period or, (d) in case of a condition on Customer's side of the point of delivery actually known by Company to be, or which Company reasonably anticipates may be, dangerous to life or property. No such termination or suspension, however, will be made by Company without written notice, as required by the state regulatory authority, delivered to Customer personally or by mail, stating in what particular the Agreement has been violated, except that no notice need be given in instances set forth in (b) and (d) above.

Failure of Company to terminate the Agreement or to suspend the delivery of electricity at any time after the occurrence of grounds therefor or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect Company's right later to resort to any one or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

Any suspension of the delivery of electricity by Company or termination of the Agreement upon any authorized grounds shall in no wise operate to relieve Customer of his liability to pay for electricity supplied, nor shall it relieve Customer (1) of his liability for the payment of minimum monthly charges during the period of suspension, nor (2) of his liability for damages, if the Agreement has been terminated, in the amount of (a) the minimum monthly charges which would have been payable during the unexpired term of the Agreement, plus (b) the termination charges provided for in paragraph 1(g) above. Whenever the supply of electricity is suspended for any authorized reason, Company will make a charge of \$12.94 for the restoration of service made during the normal business

hours of Company's office or \$19.48 for the restoration of service made during all other hours.

## 2. CONDITIONS OF SERVICE

- (a) Company is not obligated to supply electricity to Customer unless and until: (1) Company's form of Application for Supply of Electricity is executed by Customer and accepted by Company; (2) in cases where it is necessary to cross private property to deliver electricity to Customer, Customer conveys or causes to be conveyed to Company, without cost to Company, a right-of-way easement, satisfactory to Company, across such private property for the construction, maintenance, and operation of Company's lines and facilities, necessary to the delivery of electricity by Company to Customer, provided, however, in the absence of a formal conveyance, Company, nevertheless, shall be vested with an easement over Customer's premises authorizing it to do all things necessary to the construction, maintenance, and operation of its lines and facilities for such purpose; (3) any inspection certificates or permits that may be required by law in the local area are furnished to Company.
- (b) If Company installs a substation or other facilities for service to Customer, any available capacity of such facilities not needed to supply Customer may be used by Company to supply others.
- (c) Company may refuse to furnish electric service to any Applicant, or Customer, who at the time is indebted to Company for electric service previously supplied to such Applicant or Customer or business, in any area served by Company, except that an applicant for residential service shall not be denied service for failure to pay such bills for classes of nonresidential service.
- (d) If electricity is supplied by lines which cross the lands of the United States of America, a state, or any agency or subdivision of the United States of America or of a state, Company shall have the right, upon 30 days written notice, to discontinue the supply of electricity to any Customer or Customers receiving electricity from such lines, if and when (1) Company is required by governmental authority to incur expense in the relocation or the reconstruction underground of any portion of said lines, unless Company is reimbursed for such expense by Customer or Customers served therefrom, or (2) the right of Company to maintain and operate said lines shall be terminated, revoked, or denied by governmental authority for any reason.

## 3. SERVICE CHARGE

When Company first supplies electricity under any applicable metered Schedule, Customer shall pay Company a service charge of \$9.14, except a Landlord Agreement Customer shall pay a service charge of \$2.00, which shall be in addition to all other charges under the Service Agreement. This service charge shall become a part of the first bill rendered thereafter to Customer for electricity supplied at such premises unless it is paid in advance of the rendition of such bill.

## 4. RETURNED CHECK CHARGE

In conformity with an Order of the North Carolina Utilities Commission, Company will make a charge of \$5.00 for checks tendered on a Customer's account and returned for insufficient funds. Such charge shall apply regardless of when the check is tendered.

## 5. DEPOSITS

The collection of Customer deposits shall be as provided in Chapter 12 of the Rules and Regulations of the North Carolina Utilities Commission establishing uniform rules for all public utilities for the collection of Customer deposits.

## 6. USE OF ELECTRICITY

Electricity shall be supplied directly to Customer by Company and shall be used by Customer only for the purposes specified in, and in accordance with, the Agreement. Electricity supplied by Company shall be for Customer's use only and may not be sold directly on a metered or unmetered basis by Customer to lessees, tenants or others, except as provided for in G.S. 62-110(h) and Chapter 22 of the Commission's Rules regarding resale of electricity by landlords to residential tenants, or as may be exempt from regulation under G.S. 62-3(23)(d) and (h). Under no circumstances may Customer or other person or concern install or maintain any meter for the purposes of metering electricity with the object of rendering a bill therefor unless authorized by G.S. 62-3(23)(d) and (h).

A Customer who desires electricity for more than one classification of use on the same premises shall execute a separate Agreement for each separate classification, Customer's wiring being so arranged that electricity for each separate classification can be metered separately. When Customer conducts a business in his residence, for which business electricity is used, Company will supply all electricity through one meter under the Schedule applicable to the classification for his business use, unless Customer's wiring is so arranged that his residential use and his business use can be separately metered, in which event the appropriate Schedule will be applied to each such use.

In the event Customer utilizes a form of load control, such controls shall not cause a demand to be placed on Company's facilities which, in Company's opinion, unreasonably exceeds the integrated metered demand. Company reserves the right to determine the maximum 15-minute demand on a rolling time interval rather than the time interval of the metering facility in order to reflect the effect of any such controlled demand. The rolling time interval may or may not coincide with a time interval, if any, being supplied to Customer.

Customer shall not without the written assent of Company connect his installation to lines which cross over or under any public or semi-public space in order to supply electricity purchased through one meter to his adjacent properties. Such written assent may be given only in instances where such adjacent properties are operated as one integral unit under the same name and proprietorship and for carrying on parts of the same business, and where a separate type of business is not involved.

## 7. CONTRACT DEMAND

- (a) The Contract Demand shall be the kW of demand specified in the Service Agreement. In cases where any change is required in Company's facilities due to the actual demand exceeding the Contract Demand or due to Customer requesting an increase in available capacity, Company may require Customer to execute a new Agreement or amend an existing Agreement, thereby establishing a new Contract Demand. If Company is unable to supply such actual or requested increase, then upon written request, Customer will not exceed the existing Contract Demand or such amount in excess thereof as Company determines it is able to provide.
- (b) If Customer desires to reduce the effective Contract Demand at any time prior to the time the Billing Demand of the applicable Schedule first equals or exceeds the Contract Demand, Company may agree to reduce the Contract Demand to the number of kilowatts specified in writing by Customer provided Customer pays to Company a sum of money equal to the estimated cost (after deducting the then value of usable materials and facilities and the salvage value of nonusable materials and facilities) of installing and removing the existing facilities in place for serving Customer, plus any money spent by Company which would not have been spent if Customer had originally requested the reduced Contract Demand less 10% (20% if Customer is served from Company's distribution system) for each full year such facilities shall have been in service. The agreed upon reduction shall be effective with the beginning of the next ensuing billing period.

The Company reserves the right to reduce its facilities to the capacity adequate to serve the Customer's maximum 15-minute demand of the preceding 12 billing months and to amend the Service Agreement to such maximum demand. If Customer desires that Company not change its facilities, Company may agree to do so provided Customer executes a Service Agreement for the amount such facilities were installed to serve.

- (c) If Customer increases his load without adequate notice to Company, and without receiving Company's consent, and such unauthorized increase causes loss of or damage to Company's facilities, the cost of making good such loss or repairing such damage shall be paid by Customer.

#### 8. LOW POWER FACTOR ADJUSTMENT

Customer shall at all times maintain a power factor at the point of delivery as nearly 100% as practicable; however, if Customer's power factor is found to be less than 85%, Company will increase the monthly bill by a sum equal to \$0.32 multiplied by the difference between the maximum reactive kilovolt - amperes (kVAr) registered or computed by a demand meter suitable for measuring the demands used during any 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

#### 9. BILLING

- (a) Company's meters will be read as nearly as practicable at regular intervals of not less than 27 days and not more than 33 days. By special contract, Company and Customer may agree to billing intervals exceeding the 27-33 day period provided that Company renders 3 monthly bills per quarter. (By special order of the regulatory agencies bimonthly reading is permitted under certain conditions.)
- (b) If Company is unable to read Customer's meter for any reason, his use may be estimated by Company on the basis of his use during the next preceding billing period for which readings were obtained, unless some unusual condition is known to exist. A bill rendered on the basis of such estimate shall be as valid as if made from actual meter readings.
- (c) The term "Month" or "Monthly" as used in Company's Schedules and Riders refers to the interval transpiring between the previous meter reading date and the current reading date and bills shall be rendered accordingly, except that if the period covered by an initial or final bill or due to rerouting of meter reading schedule is more or less than 27-33 days, the bill will be prorated based on a 30-day billing month.

#### 10. METER TESTING AND METER STOPPAGE OR ERROR

- (a) Upon reasonable notice, when requested in writing by Customer, Company shall test the accuracy of the meter serving Customer. Such testing will be performed free of charge, except when Customer has requested, within the previous twelve months, that the same meter be tested, in which case Customer shall pay Company \$45.00 for testing a non-demand meter, other than a time-of-use meter, and \$57.00 for testing a demand or time-of-use meter. This charge shall be refunded or credited to Customer (as a part of the settlement in the case of a disputed account) if the meter is found, when tested, to register more than 2% fast; otherwise the charge shall be retained by Company.
- (b) In the event a meter fails to register accurately within the allowable limits established by the state regulatory body having jurisdiction, Company will adjust the measured usage for the period of time the meter was shown to be in error, and shall, as provided in Rule R8-44 of the Rules and Regulations of the North Carolina Utilities Commission, refund or credit to Customer or Customer shall pay to Company the difference between the amount billed and the estimated amount which would have been billed had the meter not exceeded the allowable limits. No part of any minimum service charge shall be refunded.



## 11. POINT OF DELIVERY

The point of delivery is the point where Company's service conductors are, or are to be, connected to Customer's conductors. Customer shall do all things necessary to bring his service conductors to such point of delivery for connection to the Company's service conductors, and he shall maintain his said conductors in good order at all times. Unless otherwise stipulated in the Agreement, the point of delivery shall be located as follows:

- (a) In cases of a connection of Company's overhead service conductors to Customer's overhead service conductors, such point of delivery shall be on the outside of the wall of Customer's building where Company's service conductors may be conveniently extended and anchored.
- (b) In cases of connection of Company's overhead service conductors to Customer's underground service conductors, such point of delivery shall be at a place on Company's nearest pole approximately one foot below the Company's conductors from which Customer is to be supplied.
- (c) In cases of connection of Company's underground service conductors to Customer's service conductors, such point of delivery shall be at a place on the outside wall of Customer's building to which Company's conductors may be conveniently extended and terminated.
- (d) In cases where a ground type substation is installed by Company to supply electricity to Customer, the point of delivery shall be at a place designated by Company.
- (e) In cases where a service entrance panel box was installed by Company on the exterior of the outside wall of Customer's dwelling for the purpose of supplying electricity under Company's All Electric Residential Service Schedule, the point of delivery shall be the point where Customer's conductors are connected to Company's conductors in such panel box.
- (f) In cases where electric wiring was installed by Company in residences or apartment buildings with service entrances of 400 amperes or larger, by connection from Company's overhead service conductors, for the purpose of supplying electricity under Company's All Electric Residential Service Schedule, the point of delivery shall be the point where Company's conductors are connected to the main switch owned by Customer, or the point where Customer's conductors are connected to the meter trough provided for multiple dwelling units if there is not a main switch for all dwelling units.

Where special circumstances render it impracticable for the point of delivery to be located as above stated, then it shall be at a place selected or approved by Company and when so done the Customer shall bring his service conductors to and maintain them at such place.

## 12. INSTALLATIONS

- (a) By Company: Company shall install, own, operate, and maintain all lines and equipment located on its side of the point of delivery. It shall also furnish and install the necessary meter, and meter transformers where necessary, for measuring the electricity used, though such meter will usually be located on Customer's side of the point of delivery.

When Customer requests Company to supply electricity to a single premises in a special manner requiring facilities over and above those normally provided by Company, such extra facilities will be provided, if Company finds it practicable, under the following conditions:

- (1) The facilities will be a kind and type normally used by or acceptable to Company and will be installed at a place and in a manner satisfactory to Company.
- (2) Customer will pay to Company a Monthly Facilities Charge of 1.0 percent of the estimated installed cost and rearrangement cost of all facilities required, including metering, in addition to those Company would have provided, but not less than \$25 per month.

- (3) If Company increases its investment, other than replacement of existing equipment with equipment of equal capacity and kind, in facilities necessary to supply Customer's special electric requirements (including conversion of the primary voltage to a higher voltage), the monthly charge for providing the extra facilities will be adjusted at that time. The Customer may terminate the extra facilities in accordance with the applicable termination provisions or continue the extra facilities under the changed conditions.
- (4) In lieu of the Monthly Facilities Charge of 1.0 percent, Customer may elect to make a contribution for the extra facilities as determined in 12(a)(2) and (3) above. After such payment the Monthly Facilities Charge for the extra facilities will be 0.3 percent of said payment.
- (5) When customer desires more than one point of delivery to a single premises at one or more voltages with a meter installation, acceptable to Company, to obtain the total kilowatt hours and simultaneous kilowatts of demand, Company will furnish such service under the applicable terms and conditions of this Section 12.

Only those points of delivery located external to Customer's plant structure may be included in a totalized metering system arrangement. In case of a primary meter installation, the installed cost of metering equipment will not be included as extra facilities nor will the metering equipment be compensated for line or transformation losses.

- (6) Company shall not be required to make such installation of facilities in addition to those normally provided until Customer has signed such agreements, including provisions for termination, as may be required by Company.
  - (7) The cost basis for Extra Facilities provided before March 16, 2018, shall continue to apply until a change in Customer's requirements necessitates a recalculation of the facilities that Company normally would have provided for standard electric service.
- (b) By Customer: Customer shall install, own, operate and maintain all lines, service conductors, meter bases, and equipment, exclusive of Company's meter and meter transformers on Customer's side of the point of delivery and Customer will be the owner and have exclusive control thereof as well as of all electricity after it passes the point of delivery. Customer shall so arrange his wiring that all electricity for one type of use can be supplied at one point of delivery and measured by a single meter. Except under special circumstances, Company's meter will be located on Customer's side of the point of delivery, and when it is to be so located Customer must make suitable provisions in his wiring for the convenient installation of the type of meter Company will use, and at a place suitable to Company. Customer's service entrance conductors shall not be installed within hollow walls unless the conductors are in conduit. Service entrance conductors not installed in conduit must be readily visible on the source side of Company's meter. Where a socket-type meter is to be used, Customer will provide, install at a place suitable to Company, own, and maintain a meter base or meter/switch enclosure to accommodate Company's meter under the following conditions: (1) the meter base or meter/switch enclosure shall be in accordance with Company specifications and bear the seal of approval of UL or other recognized authority in the industry, (2) Customer agrees to allow Company to install, maintain, and exercise exclusive control over all Company-owned facilities located inside Customer-owned meter base or meter/switch enclosure, including termination of Company-owned conductors to the line side terminals of Customer's meter base or meter/switch enclosure, (3) Customer agrees to allow Company to open and inspect the meter base or meter/switch enclosure at any time, and (4) Customer shall notify Company and obtain permission before altering or performing maintenance inside the meter base or metering section of the meter/switch enclosure. Socket-type meter bases furnished by Company prior to January 1, 1991 will continue to be owned by Company until replacement of meter base is necessary, at which time Customer will provide, install at a place suitable to Company, own, and maintain a replacement meter base under the above conditions.



Customer shall not utilize any equipment, appliance, or device which tends to affect adversely Company's supply of service to, or the use of service by, Customer or others. Customer shall not install gaseous discharge lighting with a power factor of less than 90 percent lagging. When polyphase service is supplied by Company, Customer shall control his use so that his load will be maintained in reasonable electrical balance between the phases at the point of delivery. Customer shall install and maintain devices adequate to protect his equipment against irregularities on Company's system, including devices to protect against single phasing.

- (c) Access To Premises: The duly authorized agents of Company shall have the right of ingress and egress to the premises of Customer at all reasonable hours over the same general route as Customer utilizes for the purpose of reading meters, inspecting Company's wiring and apparatus, changing, exchanging, or repairing its property on the premises of Customer and to remove such property at the time of or at any time after suspension of service or termination of Agreement.
- (d) Protection: Customer shall protect Company's wiring and apparatus on Customer's premises and shall permit no one but Company's agents to handle same. In the event of any loss or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Customer, his employees or agents, the cost of making good such loss or repairing such damage shall be paid by Customer. In cases where Company's service facilities on Customer's premises require abnormal maintenance due to Customer's operation, Customer shall reimburse Company for such abnormal maintenance.

### 13. CONTINUANCE OF SERVICE AND LIABILITY THEREFOR

Company does not guarantee continuous service but shall use reasonable diligence at all times to provide an uninterrupted supply of electricity and having used reasonable diligence shall not be liable to Customer for damage, for failure in, or for interruptions or suspensions of, the same.

Company reserves the right to suspend service without liability on its part at such times and for such periods and in such manner as it may deem advisable (a) for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities and (b) in cases where, in its opinion, the continuance of service to Customer's premises would endanger persons or property.

In the event of an adverse condition or disturbance on the system of Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, Company may, without incurring liability, interrupt service to customers or areas and take such other action as appears reasonably necessary.

Customer assumes responsibility for and shall indemnify, defend, and save the Company harmless against all liability, claims, judgments, losses, costs, and expenses for injury, loss, or damage to persons or property including personal injury or property damage to Customer and his employees on account of defective construction, wiring, or equipment, or improper or careless use of electricity, on Customer's side of the point of delivery.

### 14. GOVERNMENT RESTRICTIONS

The delivery date, quantity, and type of electricity to be supplied by Company are subject to changes, restrictions, curtailments, or complete suspensions by Company as may be deemed by it to be necessary or advisable (a) on account of any lawful order or regulation of any municipal, State, or Federal government or agency thereof, or order of any court of competent jurisdiction, or (b) on account of any emergency or shortage due to war or catastrophe, or during the duration thereof, all without liability on the part of the Company therefor.

## 15. COSTS INCURRED IN PREPARING TO SERVE CUSTOMER

If a prospective customer advises Company that he intends to contract for electric service with Company, and Company incurs costs in preparing to furnish service to him, and thereafter he fails to enter into a written Service Agreement with Company within a reasonable time after the date when he advises Company that he expects to begin receiving service, then such prospective customer shall be liable to Company for all costs reasonably incurred by Company in preparing to serve him, subject to review by the Utilities Commission.

## 16. SALES TAX

Any applicable North Carolina Sales Tax shall be added to the charges contained in the Schedules, Riders, and these Service Regulations.

## 17. GENERAL

- (a) Whenever the term "service" or "electric service" is used in these Service Regulations or other portions of the Agreement, it shall be construed to refer to the electricity supplied to Customer.
- (b) The term "Company's service conductors" means Company's wires extending from the point of connection with Company's supply line to the point of delivery.
- (c) The term "Customer's service conductors" shall mean Customer's wires extending from the point of delivery to the switch box or other point where the branch circuits connect for the purpose of distributing the electricity taken from Company to his various places of use.
- (d) The term "service connection" means the connection of Company's service conductors to Customer's service conductors.

Superseding North Carolina Service Regulations dated ~~June 1, 2021~~ ~~March 16, 2018~~

Revised ~~June 1, 2021~~ \_\_\_\_\_

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